City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, February 28, 2022** | **7:00 PM**

All Councilmembers will participate in-person wearing masks per Los Angeles County Health Department's Health Officer Order effective Saturday, July 17, 2021. 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://cms5.revize.com/revize/rollinghillsca/government/agenda/index.php

Next Resolution No. 1291 *Next Ordinance No. 376*

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

5. APPROVE ORDER OF THE AGENDA

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

8. CONSENT CALENDAR

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

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 28, 2022

RECOMMENDATION: Approve.

CL_AGN_220228_AffidavitofPosting.pdf

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

RECOMMENDATION: Approve.

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 14, 2022

RECOMMENDATION: Approve as presented.

CL_MIN_220214_CC_F.pdf

8.D. PAYMENT OF BILLS

RECOMMENDATION: Approve as presented.

CL_AGN_220228_PaymentOfBills_02.11-02.25.pdf

8.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JANUARY 2022.

RECOMMENDATION: Approve as presented.

0122 - Rolling Hills YTD Tonnage Report.pdf

8.F. AMENDMENT TO THE BUDGET TO ESTABLISH THE BUDGETARY AUTHORITY FOR THE ALLOCATION OF ELIGIBLE FISCAL YEAR 2020 AND 2021 MEASURE W COSTS FROM THE GENERAL FUND TO THE MEASURE W FUND.

RECOMMENDATION: Approve the allocation of Measure W Program costs from the General Fund to the Measure W Fund for fiscal years 2019/20 and 2020/21, and approve the necessary adjustments to the budget to establish the appropriate budgetary authority to make such allocations of costs.

8.G. CONSIDER AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE CODE ENFORCEMENT SERVICES FOR A NOT-TO-EXCEED AMOUNT OF $15,000.

RECOMMENDATION: Approve as presented.

Rolling Hills_ Willdan Group- Agreement for Professional Services-c1.pdf

Willdan - Rolling Hills proposal.pdf

8.H. CONSIDER AND AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT OR AGREEMENT WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) RELATED TO FILLING THE PART-TIME ADMINISTRATIVE CLERK VACANCY.

RECOMMENDATION: Approve as presented.

CL_AGN_220228_CC_SBWIB_OJTAgreementWIOA_redline.pdf

8.I. CONSIDER PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH THE PALOS VERDES PENINSULA LAND CONSERVANCY TO PROVIDE ONE-YEAR FIRE FUEL MAINTENANCE SERVICE FOR PHASE 3 AREA.

RECOMMENDATION: Approve as presented.

PVP Land Conservancy Agreement_2019-11-15.pdf
PVP Land Conservancy 1st Amendment 2020_06_08.pdf
Second Amendment to Fire Fuel Abatement 07.12.2021 Signed.pdf
Third Amendment to Fire Fuel Abatement (conservancy)-c1.pdf
PVPLC Reducing Fuel Load Project Maintenance RH 2022-c1.pdf

8.J. ADOPTION OF RESOLUTIONS CORRECTING AND RE-ESTABLISHING THE FISCAL YEAR 2020/21 AND FISCAL YEAR 2021/22 ARTICLE XIII-B APPROPRIATIONS LIMIT

RECOMMENDATION: Adopt Resolution Nos. 1289 and 1290, which amend Resolutions 1254 and 1282, respectively, establishing the corrected Article XIII-B Appropriations Limit for the City of Rolling Hills.

ResolutionNo1289_AmendingResNo1254_FY2020-21_AppropLimit.pdf
ResolutionNo1290_AmendingResNo1282_FY2021-22_AppropLimit.pdf

8.K. APPROVE UPDATED AGREEMENT BETWEEN TURBO DATA SYSTEMS AND THREE PENINSULA CITIES (ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES) TO PROVIDE PARKING CITATION ADMINISTRATIVE SERVICES.

RECOMMENDATION: Approve an updated Professional Services Agreement between Turbo Data Systems and peninsula cities Rolling Hills, Rolling Hills Estates and Rancho Palos Verdes.

CL_AGN_220228_CC_TurboDataAgrmt_PVP_ParkingCites.pdf
CL_AGN_220228_CC_RPV-CCMeeting _12.21.2021_TurboData.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

10.A. ZONING CASE 21-13: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW A POOL, SPA, BBQ, LANDSCAPING, GRADING, AND OTHER IMPROVEMENTS FOR A PROPERTY LOCATED AT 4 STORM HILL LANE (GRZYWACZ)

RECOMMENDATION: It is recommended the City Council receive and file Resolution No. 2022-01 and Zoning Case No. 21-13 for a property located at 4 Storm Hill Lane.

4 Storm Hill (ZC 21-13) Development Table.pdf
2022-01_PC_Resolution_4 Storm Hill Lane - SIGNED.pdf
Development Plans - 4 Storm Hill (ZC 21-13).pdf
Vicinity Map - 4 Storm Hill Ln.pdf

11. PUBLIC HEARINGS

12. OLD BUSINESS

12.A. APPROVE EMERGENCY INFORMATION SYSTEM (RESIDENT DATABASE FOR EMERGENCY NOTIFICATION) AND COMMUNITY TRADING POST DEPLOYMENT PLAN.

RECOMMENDATION: Approve deployment plan.

TradingPostScreenShot.pdf
ResidentPortal_Login_ScreenShot.pdf
Emergency_Information_System_Screen_Shot.pdf

12.B. RECEIVE AND FILE THE FEASIBILITY STUDY BY HQE SYSTEMS ON AN OUTDOOR SIREN SYSTEM, AND DIRECT STAFF TO CONDUCT A COMMUNITY SURVEY FOR FEEDBACK ON AN OUTDOOR SIREN SYSTEM.

RECOMMENDATION: Receive and file report; and approve staff to conduct a community survey.

HQE Systems - General Maintenance Service Scope .pdf
HQE_Systems_-_Mass_Notification_Systems_Installation_Report__-_The_City_of_Rolling_Hills.pdf
HQE Systems - City of Rolling Hills Siren Location Maps (Zoomed In).pdf
Emergency Alert Siren System Community Survey DRAFT.pdf

12.C. INTRODUCE BY TITLE ONLY ORDINANCE NO. 374, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, ADDING CHAPTER 8.10 TO THE ROLLING HILLS MUNICIPAL CODE RELATING TO EDIBLE FOOD RECOVERY. FOR INTRODUCTION AND FIRST READING.

RECOMMENDATION: Waive first reading and introduce Ordinance No. 374, adding Chapter 8.10 to the Rolling Hills Municipal Code Relating to Edible Food Recovery.

374_Rolling Hills_ Edible Food Recovery Ordinance-c1 - DRAFT.pdf

12.D. INTRODUCE BY TITLE ONLY ORDINANCE NO. 375, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING CHAPTER 8.30 (FIRE FUEL ABATEMENT) OF THE ROLLING HILLS MUNICIPAL CODE TO PROHIBIT NEW PLANTINGS OF HIGH HAZARDOUS PLANTS AND TREES; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. FOR INTRODUCTION AND FIRST READING.

RECOMMENDATION: Consider and approve Ordinance No. 375 an amendment of Chapter 8.30 of the Rolling Hills Municipal Code.

Chapter_8.30___FIRE_FUEL_ABATEMENT-c1.pdf
375_Prohibition_HighHazardPlants_NewDev.pdf

12.E. APPROVE PRIORITIES/GOALS FOR FISCAL YEARS 2022-2023 AND 2023-2024 DEVELOPED AS A PART OF THE 2022 STRATEGIC PLANNING WORKSHOP; DISCUSS POTENTIAL BUDGET ITEMS TO SUPPORT THE 2022 CITY COUNCIL PRIORITIES; AND PROVIDE DIRECTION TO STAFF.

RECOMMENDATION: Approve priorities and goals; discuss potential budget items and provide direction to staff.

CC_SP_2022CouncilPrioritiesGoals.pdf
CC_SP_2020_vs_2022_BriefComparison.pdf
CC_SP_2022FinalPrioritiesGoals_Final.pdf
CC_SP_2022BudgetItemsDraft.pdf

13. NEW BUSINESS

13.A. CONSIDER A REQUEST BY RESIDENT AT 38 PORTUGUESE BEND ROAD TO INSTALL NEW SOUTHERN CALIFORNIA EDISON (SCE) UTILITY POLE ON THE EASEMENT AREA OF 38 PORTUGUESE BEND ROAD TO REROUTE THE POWER SUPPLY TO POLE 567902E AFFECTING 34, AND 36 PORTUGUESE BEND ROAD.

RECOMMENDATION: Consider and approve.

CL_AGN_220228_CC_Wheeler_Letter_12.08.21.pdf
CL_AGN_220228_CC_Wheeler_SCE_Exhibit1.pdf
CL_AGN_220228_CC_Wheeler_SCE_Exhibit2.pdf
CL_AGN_220228_CC_Wheeler_SCE_Exhibit3.pdf
CL_AGN_220228_CC_Wheeler_SCE_Exhibit3_markup.pdf

13.B. APPROVE THE TRAFFIC COMMISSION'S RECOMMENDATIONS REGARDING MITIGATION OF SAFETY CONCERNS AT THE CORNER OF UPPER BLACKWATER CANYON ROAD AND PORTUGUESE BEND ROAD.

RECOMMENDATION: Approve the Traffic Commission's recommendations.

M03 20 Upper Blackwater RHCA Response Memorandum 02.23.2022.pdf
Exhibit A and B Upper Blackwater Canyon and Portuguese Bend Rd 2-23-22 Rev3.pdf
CL_AGN_220127_TC_RHCAltr_2021_11-16.pdf

14. MATTERS FROM THE CITY COUNCIL

14.A. APPROVE THE FIRE FUEL COMMITTEE'S RECOMMENDATION TO TAKE THE MANDATORY APPROACH TO MANAGE FIRE FUEL IN THE CANYONS; APPROVE THE FIRE FUEL COMMITTEE'S RECOMMENDATION TO PROVIDE AVAILABLE COST DATA TO THE COMMUNITY; AND RECEIVE A REPORT FROM THE FIRE FUEL COMMITTEE ON THE FEBRUARY 8, 2022 FIRE FUEL COMMITTEE MEETING AND DISCUSS THE COMMITTEE'S REPORT

RECOMMENDATION: Approve the Fire Fuel Committee's recommendations, and receive a report on the February 8, 2022 Fire Fuel Committee meeting and discuss the Fire Fuel Committee's report

CL_AGN_220208_FFC_AgendaPacket_R.pdf

14.B. CITY COUNCIL NOTIFICATIONS ON COMMUNITY AND PENINSULA EVENTS. (MAYOR DIERINGER)

RECOMMENDATION: Receive a presentation from Mayor Bea Dieringer and provide direction to staff.

14.C. DISCUSS HOLDING AN ANNUAL STATE OF THE CITY EVENT. (MIRSCH)

RECOMMENDATION: Consider and provide direction to staff.

14.D. DISCUSS SIERRA CLUB'S USE AND PUBLICATION OF THE TRAILS WITHIN THE CITY. (MIRSCH)

RECOMMENDATION: Receive a presentation from Councilmember Leah Mirsch and provide direction to staff.

15. MATTERS FROM STAFF

15.A. CONSIDER FILING A COMPLAINT WITH THE CALIFORNIA PUBLIC UTILITIES

COMMISSION (CPUC) REGARDING FRONTIER'S REFUSAL TO PARTICIPATE IN THE CREST ROAD EAST UNDERGROUNDING PROJECT PER CPUCTARIFF 33.
RECOMMENDATION: Approve filing a complaint with CPUC.
CL_AGN_220228_CC_Item15A_LetterToFrontier_Tariff 33.pdf
Frontier Rule 33.pdf
SCE Rule 20 Tariff.pdf

16. RECESS TO CLOSED SESSION

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

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

THIS MEETING WILL BE ADJOURNED IN THE MEMORY OF ROLLING HILLS RESIDENT ANTOINETTE GARGAS WHO PASSED AWAY EARLIER THIS MONTH.

Next regular meeting: Monday, March 14, 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.: 8.A
Mtg. Date: 02/28/2022

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 FEBRUARY 28, 2022

DATE: February 28, 2022

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_220228_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 1018 **Meeting Date**: 02/28/2022

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 28, 2022

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council	
Posting Type	Regular Meeting Agenda	
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window	
Meeting Date & Time	FEBRUARY 28, 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: February 24, 2022

Agenda Item No.: 8.B
Mtg. Date: 02/28/2022

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

FROM: **CHRISTIAN HORVATH,**

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

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

DATE: **February 28, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

Agenda Item No.: 8.C
Mtg. Date: 02/28/2022

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

FROM: **CHRISTIAN HORVATH,**

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

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 14, 2022**

DATE: **February 28, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_220214_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, February 14, 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 7:03 p.m. Mayor Bea Dieringer presiding.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE - Mayor Dieringer

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

4.A. RECOGNITION AND COMMENDATION FOR LOS ANGELES COUNTY SHERIFF'S DEPARTMENT DEPUTIES TAMI BOUSE AND REECE SOUZA ON THEIR YEARS OF SERVICE TO THE PALOS VERDES PENINSULA AND THE CITY OF ROLLING HILLS.

Mayor Dieringer and other members of the council expressed their gratitude for Deputy Bouse and Deputy Souza's years of service and presented them with certificates of commendation and tokens of their appreciation.

5. APPROVE ORDER OF THE AGENDA

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Black to move Item 13.A up after Excluded Consent Calendar Items. Motion carried unanimously with the following vote:

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

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

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 14, 2022

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

8.C. PULLED BY MAYOR PRO TEM BLACK FOR FURTHER DISCUSSION

8.D. PULLED BY MAYOR PRO TEM BLACK FOR FURTHER DISCUSSION

8.E. APPROVE THE SUBMITTAL OF THE 2021 PALOS VERDES PENINSULA EWMP ADDENDUM TO THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

8.F. ADOPT RESOLUTION NO. 1288 AUTHORIZING SUBMITTAL OF THE CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM APPLICATION AND RELATED AUTHORIZATIONS

8.G. PULLED BY MAYOR DIERINGER FOR FURTHER DISCUSSION

8.H. PULLED BY MAYOR DIERINGER FOR FURTHER DISCUSSION

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Black to receive and file Consent Calendar excluding Items 8C, 8D, 8G and 8H. Motion carried unanimously with the following roll call vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
JANUARY 22, 2022
JANUARY 24, 2022

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to approve. Motion carried with the following roll call vote:

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

8.D. PAYMENT OF BILLS

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

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

8.G. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE CONTRACTS OR AGREEMENTS WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) RELATED TO FILLING THE PART-TIME ADMINISTRATIVE CLERK VACANCY

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

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Black to move to the next step and put something together that the Council can approve. Motion carried unanimously with the following roll call vote:

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

8.H. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE THE JOINT REPRESENTATION LETTER BETWEEN THE SBCCOG AND THE CITIES OF LOMITA, HERMOSA BEACH, PALOS VERDES ESTATES AND ROLLING HILLS REGARDING THE REGIONAL EMERGENCY ALERT PROGRAM

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to approve with a five hour additional cap for the City Attorney's time on behalf of the city. Motion carried unanimously with the following roll call vote:

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

13. NEW BUSINESS

13.A. CONSIDER AND APPROVE FUEL LOAD REDUCTION MAINTENANCE IN PHASE THREE AREA BY THE PALOS VERDES PENINSULA LAND CONSERVANCY.

Presentation by Cris Sarabia, Palos Verdes Peninsula Land Conservancy

Motion by Mayor Pro Tem Black, seconded by Councilmember Mirsch directing staff to get an amendment with the Palos Verdes Peninsula Land Conservancy for one year maintenance of Phase 3 area for $14,000.00. Motion carried unanimously with the following roll call vote:

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

Council directed staff to have Mr. Sarabia return at the March 14, 2022 Council meeting with a Phase 4 estimate.

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS

12.A. APPROVE THE PRINTING AND DISTRIBUTING OF THE ROLLING HILLS EMERGENCY PREPAREDNESS EVACUATION PROCEDURE BROCHURE

Presentation by Ashford Ball, Senior Management Analyst

Motion by Mayor Pro Tem Black, seconded by Councilmember Mirsch to approve printing and distribution of the emergency evacuation brochure. Motion carried unanimously with the following roll call vote:

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

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

Presentation by Councilmember Pieper

Public Comment: Alfred Visco

Motion by Councilmember Pieper, seconded by Councilmember Mirsch directing staff to write a letter to the RHCA board requesting that they take on the emergency standby power project and provide the city, within a 60 day period, a workable proposal that the city will then review to ensure it meets the city's needs. Motion carried unanimously with the following roll call vote:

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

Council further directed staff to have consultant stop all work on the project and authorized the mayor to sign the letter.

12.C. CONSIDER HIRING A LANDSCAPE ARCHITECT TO INVENTORY THE CITY HALL CAMPUS IRRIGATION SYSTEM AND PROVIDE RECOMMENDATIONS FOR LANDSCAPING IMPROVEMENTS

Presentation by Ashford Ball, Senior Management Analyst

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to approve hiring a landscape architect with a cap of $6000.00 in agreement. Motion carried unanimously with the following roll call vote:

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

13. NEW BUSINESS

13.B. ACCEPT FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT FUNDS HMGP DR-4382-177-7R-CA, EASTFIELD DRIVE ELECTRICAL UTILITY UNDERGROUNDING MITIGATION PROJECT; DIRECT STAFF TO PREPARE A RESOLUTION TO ACCEPT THE FUNDS; AUTHORIZE THE CITY MANAGER TO EXECUTE THE POST OBLIGATION DOCUMENTS IN ORDER TO RECEIVE REIMBURSEMENT; AND ALLOCATE THE REQUIRED FUNDS FROM THE UTILITY FUND.

Presentation by Elaine Jeng, City Manager

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

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

13.C. CONSIDER AMENDING EXISTING EMERGENCY CONTRACT WITH E.C. CONSTRUCTION COMPANY TO ADD REPAIRS TO SINKHOLE CAUSED BY A COLLAPSED STORM DRAIN PIPE AT QUAILRIDGE ROAD NORTH; AND TO INVOICE THE ROLLING HILLS COMMUNITY ASSOCIATION FOR THE REPAIRS.

Presentation by Elaine Jeng, City Manager

Public Comment: Alfred Visco

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Black to send an official letter to the affected resident informing them it is not a city storm water pipe. Motion carried with the following roll call vote:

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

13.D. ACCEPT EMERGENCY STORM DRAIN REPAIR ALONG MIDDLERIDGE LANE SOUTH AS COMPLETE AND RELEASE RETENTION AFTER 30 DAY LIEN PERIOD TO EC CONSTRUCTION

Presentation by Elaine Jeng, City Manager

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

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

13.E. CONSIDER A PROPOSAL FROM WILLDAN ENGINEERING TO PROVIDE CODE ENFORCEMENT SERVICES IN THE AMOUNT NOT TO EXCEED $15,100

Presentation by John Signo, Planning & Community Services Director

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

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

13.F. PRESENT THE CITY COUNCIL PRIORITIES FOR FISCAL YEARS 2022-2023 AND 2023-2024 DEVELOPED AS PART OF THE JANUARY 22, 2022 STRATEGIC PLANNING WORKSHOP

Presentation by Elaine Jeng, City Manager

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Black to receive and file; add back the CIP-related items noted during the Strategic Planning session; add back in the Wildfire camera under priority one; and finalize the goal setting. Motion carried unanimously with the following roll call vote:

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

14. MATTERS FROM THE CITY COUNCIL

14.A. VERBAL REPORT ON THE TRAFFIC COMMISSION MEETING OF FEBRUARY 7, 2022

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

No Action taken

Mayor Dieringer requested a future agenda item regarding how the City Council is informed and invited to events.

Councilmember Mirsch requested a future agenda item for sending a letter to the Sierra Club regarding prohibition of access to Rolling Hills loop trails. She also requested that the city attorney send an email to the entire City Council about what Councilmembers can or cannot do in support of a state ballot initiative and also set a future agenda item regarding a resolution of support for the same statewide ballot initiative.

15. MATTERS FROM STAFF

15.B. RECEIVE AND FILE A VERBAL REPORT ON UPDATE TO EXPAND TENNIS COURT 1 TO ADD PICKLEBALL COURTS

Presentation by Elaine Jeng, City Manager

Council directed staff to take no further action until Councilmember Pieper reports back on discussions with the Rolling Hills Community Association.

16. RECESS TO CLOSED SESSION

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

Mayor Dieringer called for a recess at 10:05 p.m. to conduct Closed Session attended by City Attorney Jane Abzug. No objection, so ordered.

17. RECONVENE TO OPEN SESSION

The City Council reconvened to Open Session at 11:00 p.m.

Councilmembers Present:	Pieper, Mirsch, Wilson, Black, Mayor Dieringer
Councilmembers Absent:	None
Staff Present:	Elaine Jeng, City Manager
	Jane Abzug, City Attorney

City Attorney Abzug announced that the council discussed the item on the agenda but took no reportable action.

18. ADJOURNMENT: 11:00 P.M.

The meeting was adjourned at 11:00 p.m. The next regular meeting of the City Council is scheduled to be held on Monday, February 28, 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,

_____
Bea Dieringer, Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 02/28/2022

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

FROM: **CHRISTIAN HORVATH,**

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

SUBJECT: **PAYMENT OF BILLS**

DATE: **February 28, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_220228_PaymentOfBills_02.11-02.25.pdf

CITY OF ROLLING HILLS
ACH22-062- ACH22-064 & AP22-060- AP22-061
Check Run 02-11-2022 through 02-28-2022

Check No.	Check Date	Payee	Descritption	Amount
ACH-015	2/11/2022	Vantagepoint Transfer Agents - 306580	Deferred Compensation PR ending 02 11 2022	1,355.01
ACH 062	2/11/2022	CalPERS	CalPers Retirment Payroll Ending 02-08-2022	3,333.98
PR LINK	2/11/2022	PR LINK - Payroll & PR Taxes PR#3	Payroll Processing Fee 01/26/2022 to 02/08/2022	52.93
PR LINK	2/11/2022	PR LINK - Payroll & PR Taxes PR#3	Pay Period - PR#3 01/26/2022 to 02/08/2022	20,613.20
027389	2/16/2022	Barry J. Miller, FAICP	January 2022 Svcs - RH 6th Cycle Hsng Element	1,050.00
027390	2/16/2022	Daily Breeze	January 2022 Advertising Legal CLS	2,045.67
027391	2/16/2022	E. C. CONSTRUCTION	Storm Drain Repair Withhold 10% retention	26,010.00
027392	2/16/2022	Environmental Design Associates	Landscape Plan Review, 2021 MWELO annual report	250.00
027393	2/16/2022	Konica Minolta Business Solutions USA Inc.	Monthly Maintenance 01-11-22 to 02-10-22	514.41
027394	2/16/2022	County of Los Angeles	November 2021 Housing costs	254.72
027395	2/16/2022	LA County Sheriff's Department	January 2022 Law Enforcement Services	30,597.68
027396	2/16/2022	Micahel Baker International	January 2022 Profess Svcs Proj# 186427	3,840.00
027397	2/16/2022	Petty Cash	Replenish Petty Cash	569.64
027398	2/16/2022	Palos Verdes Security Sys, Inc.	March 2022 CCTV Lease 03-01-22 to 03-31-22	168.00
027399	2/16/2022	City of Rancho Palos Verdes	7% Monthly ALPR Camera Cnctvty - November 2021	67.25
ACH-016	2/22/2022	CalPERS	CalPERS Health March 2022	7,861.91
ACH-017	2/22/2022	The Gas Company	Gas Usage from 01 10 2022 to 02 09 2022	234.67
ACH-018	2/22/2022	Southern California Edison	Electricity Usage 01 19 22 to 02 15 22	316.67
ACH-019	2/25/2022	Vantagepoint Transfer Agents - 306580	Deferred Compensation PR ending 02 22 2022	1,355.01
Start of New Bank Account Number New Check numbers starting at 027500				
027500	2/28/2022	Abila	2 additional users	290.00
027500	2/28/2022	Abila	March Accounting Software	202.59
027500	2/28/2022	Abila	September 2021 Accounting Software Late Payment	192.94
CHECK TOTAL			**$ 685.53**	
027501	2/28/2022	Bennett Landscape	Feb Weed Abatement	150.00
027502	2/28/2022	Chambers Group	Professional Services January 2022 Project 21330	12,566.32
027503	2/28/2022	Delta Dental	Dental Coverage March 2022	666.02
027504	2/28/2022	Elite Engineering Contractors Inc	Refund Elite Permit #849	1,000.00
027505	2/28/2022	Municipal Code Corporation	Updating Electronic Database Supplement Pages	1,365.90
027506	2/28/2022	McGowan Consulting	Municipal Stormwater Consulting Services January 22	8,972.90
027507	2/28/2022	ELAN Cardmember Services	February 22 Credit Card Statement	1,484.99
027508	2/28/2022	Safeguard Business Systems	Check Stock	379.81
027509	2/28/2022	Standard Insurance Company	March 2022 Life Insurance	256.25
027510	2/28/2022	Vision Service Plan - (CA)	Vision Coverage March 2022	140.98
027511	2/28/2022	Willdan Inc.	Professional Services January 22 Project 101749.00	127.50
027511	2/28/2022	Willdan Inc.	Professional Services January 22 Project 105238.00	155.00
CHECK TOTAL			**$ 282.50**	
PR LINK	2/25/2022	PR LINK - Payroll & PR Taxes PR#4	Payroll Processing Fee 02/09/2022 to 02/22/2022	62.93
PR LINK	2/25/2022	PR LINK - Payroll & PR Taxes PR#4	Pay Period - PR#4 02/09/2022 to 02/22/2022	20,293.24
Report Total				**148,798.12**

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
148,798.12 for the payment of above items.

Elaine Jeng, P.E., City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 02/28/2022

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

FROM: **CHRISTIAN HORVATH,**

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

SUBJECT: **REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JANUARY 2022.**

DATE: **February 28, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
0122 - Rolling Hills YTD Tonnage Report.pdf

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE

2022

Year 2022
Franchise Y/N Y

Month	Overall Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
1	Trash	-	-	-	#DIV/0!
	Greenwaste - Compost	98.26	98.26	-	100.00%
	Processed MSW	156.54	-	156.54	0.00%
1 Total		254.80	98.26	156.54	38.56%
Grand Total		254.80	98.26	156.54	38.56%

Contract Requires 30% Household - 98.26

Agenda Item No.: 8.F
Mtg. Date: 02/28/2022

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

FROM: **MAIDA ALCANTARA, FINANCE DIRECTOR**

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

SUBJECT: **AMENDMENT TO THE BUDGET TO ESTABLISH THE BUDGETARY AUTHORITY FOR THE ALLOCATION OF ELIGIBLE FISCAL YEAR 2020 AND 2021 MEASURE W COSTS FROM THE GENERAL FUND TO THE MEASURE W FUND.**

DATE: **February 28, 2022**

BACKGROUND:
In 2018, Los Angeles County voters approved Measure W, a tax measure that is estimated to raise about $280 million annually for storm water projects that build up the county's water self-sufficiency. Funding is provided through a parcel tax of 2.5 cents per square foot of impermeable land area (building, concrete, etc.). The measure provides cities, watershed areas, and Los Angeles County with the funds to capture, treat, and recycle storm water.

The City Council has been involved in the planning efforts and has approved the plans for how these funds have been and will be utilized to advance the goals of the enabling legislation tied to Measure W.

DISCUSSION:
The City has expended funds in both fiscal years (FY) 2019/20 and 2020/21 that are allocable to the Measure W program. Due to delays at L.A. County, the City of Rolling Hills was not able to finalize the required reporting of FY 2019/2020 costs in that year. Since the accounting records for FY 2019/20 have already been closed, we need to charge those costs in FY 2020/21.

All costs have been charged to the General Fund. As such, staff is recommending we reimburse the costs incurred in FY 2019/20 by transferring funds from the Measure W Fund to the General Fund. For FY 2020/21 costs, staff will be allocating costs incurred in the General Fund to the Measure W Fund.

FISCAL IMPACT:
The recommended action allocates eligible program costs already incurred in the General

Fund to the Measure W Fund.

RECOMMENDATION:
Staff recommends that Council add appropriations totaling $54,990 in the Measure W Fund to cover fiscal year 2019/20 costs totaling $9,736 and fiscal year 2020/21 costs totaling $45,254.

ATTACHMENTS:

Agenda Item No.: 8.G
Mtg. Date: 02/28/2022

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 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE CODE ENFORCEMENT SERVICES FOR A NOT-TO-EXCEED AMOUNT OF $15,000.**

DATE: **February 28, 2022**

BACKGROUND:
On December 31, 2021, the City's Code Enforcement Officer/Planner resigned. To continue work on open cases and to provide code enforcement services, the Planning and Community Services Department is in need of a code enforcement officer. On February 14, 2022, the City Council voted unanimously to enter into an agreement with Willdan Engineering for code enforcement services. The contract code enforcement officer will provide services until the end of the fiscal year.

DISCUSSION:
Staff solicited proposals from five agencies that provide temporary code enforcement services and received proposals from three. Staff reviewed each proposal and spoke to each of the three agencies. One agency did not continue as their candidate took another job elsewhere. The remaining contracts from 4LEAF, Inc. and Willdan Engineering were vetted for qualifications and availability. Both are qualified agencies with experienced code enforcement officers; however, on February 14, 2022, after receiving staff's presentation, the City Council voted unanimously to direct staff to prepare a contract with Willdan Engineering for code enforcement services. Willdan Engineering has a familiarity with the City having done work reviewing plans and issuing building permits. Their proposal will cover 14.4 weeks based on a remaining budget of $15,000. The table below summarizes Willdan's hourly rate, number of hours, and duration.

	Rate/Hr.	**Hours**	**Weeks (16 hrs/wk)**
Willdan Engineering	$65	230	14.4

The earliest start date for the contract code enforcement officer is March 1, 2022.

FISCAL IMPACT:
Funding of up to $15,000 will come from the Planning and Development budget for FY2021-2022.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Rolling Hills_ Willdan Group- Agreement for Professional Services-c1.pdf
Willdan - Rolling Hills proposal.pdf

AGREEMENT FOR PROFESSIONAL SERVICES

CODE ENFORCEMENT SERVICES

This Agreement is made and entered into by and between the City of Rolling Hills (hereinafter referred to as the "City"), and Willdan Group, Inc. a California Corporation (hereinafter referred to as "Consultant").

RECITALS

A. The City does not have the personnel able and available to perform the services required under this Agreement.

B. The City desires to contract for consulting services for certain projects relating to code enforcement.

C. The Consultant warrants to the City that it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement as Exhibit A, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement shall govern. The Scope of Work may be amended from time to time in writing and signed by both parties by way of written amendment to this Agreement.

2.0 TERM OF AGREEMENT. This Agreement will become effective upon execution by both parties and will remain in effect for a period of five months from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit B, the Scope of Work's fee and cost schedule for the services attached to and made part of this Agreement subject to a do not exceed amount in the amount of $15,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month.

The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and as a result of being awarded this contract, the Consultant shall not offer, encourage, or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer, or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 TERMINATION. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered in a manner reasonably satisfactory to the City and fees incurred pursuant to this Agreement through the notice of termination.

6.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

7.0 INSURANCE.

7.1 Without limiting Consultant's obligations arising under paragraph 8 - 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:

7.1.1 General Liability Insurance insuring City of Rolling Hills, its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Consultant's actions under this Agreement, whether or not done by Consultant or anyone directly or indirectly employed by Consultant. Such insurance shall have a combined single limit of not less than $1,000,000.

7.1.2 Automobile Liability Insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement in an amount of not less than $1,000,000 combined single limit for each occurrence. If Consultant or Consultant's employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

7.1.3 Worker's Compensation Insurance for all Consultant's employees to the extent required by the State of California. Consultant shall similarly require all authorized subcontractors pursuant to this Agreement to provide such compensation insurance for their respective employees.

7.1.4 Professional Liability Coverage for professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations are by the Consultant 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. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or its officers, employees, or agents during the time this Agreement was in effect.

7.2 Deductibility Limits for policies referred to in subparagraphs 7.1.1 and 7.1.2 shall not exceed $5,000 per occurrence.

7.3 Additional Insured. City of Rolling Hills, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs 7.1.1 and 7.1.2.

7.4 Primary Insurance. The insurance required in subparagraphs 7.1.1 and 7.1.2 shall be primary and not excess coverage.

7.5 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.

8.0 INDEMNIFICATION. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

9.2 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

9.3 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

9.4 Independent Contractor. Consultant is an independent contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

9.4.1 The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the

Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants, or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement. Each Consultant employee shall remain in the fulltime employ of Consultant, and the City shall have no liability for payment to such Consultant employee of any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for the City.

9.5 Copyright. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

9.6 Legal Construction.

9.6.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

9.6.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

9.6.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

9.6.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

9.7 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

9.8 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants, and agents for the accuracy and competency of the information provided or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants, and agents.

9.9 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's work under this Agreement. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

9.10 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The City will control the physical location of such files during the term of this Agreement. Consultant shall provide any such files in its possession to City upon termination of the Agreement. Consultant will be entitled to retain copies of such files upon termination of this Agreement in accordance with law.

9.11 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

9.12 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

9.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.14 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

9.15 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

9.16 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

10.0 NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	CONSULTANT:
Elaine Jeng, P.E.	Willdan Engineering
City Manager	Attn: Vanessa Munoz, President
2 Portuguese Bend Road	13191 Crossroads Parkway North, Suite 405
Rolling Hills, CA 90274	City of Industry, CA 91746
TEL (310) 377-1521	TEL (714) 940-6300
FAX (310) 377-2866	FAX (714) 940-4920

11.0. **DISCLOSURE REQUIRED.** (City and Consultant initials required at 11.1)

11.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials_____

11.2 Disclosure Not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on February 28, 2022, at City of Rolling Hills, California.

CITY OF ROLLING HILLS:

_____
Elaine Jeng, P.E., City Manager

CONSULTANT:

_____
By: Name, President

ATTEST:

_____
Christian Horvath, City Clerk

APPROVED AS TO FORM:

_____
Michael Jenkins, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Overview

The project shall consist of Consultant's staff coordinating with the City of Rolling Hills Community and Planning Department to provide Code Compliance staff to the City. Al Brady shall be the Project Manager and is fully responsible for seeing that the project is completed in compliance with the provisions of the agreement.

2. Scope of Work

A. Consultant's staff shall conduct all inspections and re-inspections of single family and multi-family properties and public facility properties and will identify and enforce all violations of City's municipal code, ordinances, laws, and all applicable statutes. Personnel shall issue notifications, letters, citations and warrants when necessary to achieve compliance. Staff will be required to document all complaints received, inspections conducted through photos, notes, and correspondences.

B. In addition to the services mentioned above, Consultant will provide the following services to the City (this is not intended to be a comprehensive list):

i. Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
ii. Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
iii. Prepare notices of violation for non-compliance according to applicable codes and regulations.
iv. Prepare reports for cases requiring legal action or civil abatement.
v. When required, meet with legal counsel and provide testimony on criminal cases.
vi. Maintain records of complaints, inspections, violation notices, and other field enforcement activities.
vii. Coordinate with City departments on cases as they relate to code enforcement.

EXHIBIT B

FEE AND COST SCHEDULE

Task	Cost
Code Enforcement Supervision Services	$65.00/ hour

January 31, 2022

Mr. John F. Signo, AICP
Director of Planning and Community Services
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Subject: Proposal to Provide Code Enforcement Services

Dear Mr. Signo:

Willdan Engineering is pleased to present this proposal to the **City of Rolling Hills** to provide interim code enforcement services.

Willdan Engineering has provided municipal consulting services including code compliance for over 57 years to cities and counties throughout the State of California. We have provided interim, part-time, and full-time code enforcement personnel to various jurisdictions.

The proposed Project Manager, Mr. Al Brady, will provide general oversight and will monitor service delivery on behalf of Willdan and the City of Rolling Hills. Mr. Brady has extensive experience in developing and managing various code programs for numerous clients in California, Arizona, and Nevada.

We look forward to discussing our qualifications and our ideas for project implementation with you. In closing, I have attached a brief scope and a rate for services. Please let me know if you have any questions or require additional information. Thank you in advance for your consideration of Willdan for this project,

Respectfully submitted,
WILLDAN ENGINEERING

Albert Brady, CBO
Deputy Director of Building and Safety
abrady@willdan.com

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Firm Profile

Willdan has been in business for over 57 years

Founded in 1964, Willdan Group, Inc. (WGI) is a leading nationwide provider of value-added professional technical and consulting services. Th e primary markets WGI serves are municipal engineering, planning, and staff augmentation; infrastructure and transportation; energy; and economic and financial analysis. The company serves these three complementary markets through its three service segments — 1) engineering (Willdan Engineering), 2) energy efficiency (Willdan Energy Solutions), and 3) public finance (Willdan Financial Services).

WGI has a reputation for delivering high-quality projects on time and within budget. Rooted in Willdan's corporate culture is its focus on quality customer service. The company has more than 1600 employees, including licensed engineers, program and construction managers, financial analysts, planners, and other skilled professionals.

WGI benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States. The company served more than 800 distinct clients in 2015. Headquartered in Anaheim, the company operates from offices in more than a dozen states across the US.

Willdan Engineering

Willdan Engineering (Willdan), a California Corporation and subsidiary of WGI, specializes in solutions tailored to the unique needs of municipalities and other local government agencies. Services range from full-time, in-house staffing to interim or part-time assistance on a project-by-project basis.

Willdan's business model is centered on the public sector.

We can function as part of the City of Rolling Hills' team without a conflict of interest.

Willdan's understanding of public agency needs and issues is unique in the industry. A significant portion of our staff have served in public agency management positions prior to joining Willdan. With our depth of experience, expertise, knowledge, and resources, Willdan can offer practical solutions that are timely, cost effective, and that meet the needs of individual communities. The diversity of our staff experience is an added value of our professional services.

Building and Safety/Engineering Services

Willdan's experience and strength in plan review and inspection services encompasses the complete range of technical disciplines, including permit issuance, building inspection, grading inspection, accessibility inspection, **Code Enforcement**, CASp services, OSHPD III plan check and inspection, flood zone experience, building plan review, and fire-life safety. Willdan maintains an excellent working knowledge of all applicable codes and standards including Caltrans Standard Plans and Specifications, APWA Standards and Specifications, AWWA Standards and Specifications, California Building Codes, CEQA, and Americans with Disabilities Act requirements and California Title 24 requirements on accessibility. The inspection and plan review staff maintain current certifications and attends training on a regular basis, to stay current with industry technologies and standards.

Code Enforcement Services



Code enforcement services are among the most complex and challenging services that government agencies provide. According to nationwide studies, property values, crime rates, insurance rates, business development, and the sense of community pride can be directly impacted by the successes of a jurisdiction's code enforcement program.

In an effort to aid jurisdictions with the difficult task of maintaining the quality of life for its citizens through such programs, Willdan has assembled a quality staff with extensive public agency experience in the areas of neighborhood preservation, housing inspection and code enforcement. Our expertise includes the development and implementation of inspection programs designed to ensure public safety, promote community involvement, and protect quality of life issues through community education and enforcement of municipal and related codes including preparation for, and participation in, prosecution by city and district attorneys.

Willdan provides the following Code Enforcement Services:

- Inspection services for HUD section 8 programs.
- Review, study, and analysis of existing programs.
- Development of ordinances and writing of grant proposals.
- Neighborhood cleanup and improvement programs.
- Community education programs.
- Development of educational materials.
- Provide project managers and/or supervisors as onsite "employees".
- **Provide fulltime, part-time, interim and/or weekend staff as onsite "employees."**
- Vehicle abatement and parking enforcement.
- Assist in enforcement, including preparation and participation in prosecution by city and district attorneys.
- The registration and enforcement of vacation rentals.
- The regulation of group and/or sober living homes.

Staffing

- Senior code officers
- Code compliance Inspectors
- Code technicians
- Clerical support

Management

- Code enforcement directors
- Code compliance managers
- Code supervisors

Analysis

- Code databases
- Revenue collection efforts
- Policies and procedures
- Community based neighborhood improvement programs

Scope of Work

Contract Code Services

The project shall consist of Willdan staff coordinating with the City of Rolling Hills Community and Planning Department to provide Code Compliance staff to the City. Willdan staff shall conduct all inspections and re-inspections of single family, multi-family and commercial properties and will identify and enforce all violations of City's municipal code, ordinances, laws, and all applicable statutes. Personnel shall issue notifications, letters, citations and warrants when necessary to achieve compliance. Staff will be required to document all complaints received, inspections conducted through photos, notes, and correspondences. In addition to the services mentioned above, Willdan employees would provide the following to the City (this is not intended to be a comprehensive list):

- Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
- Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
- Prepare notices of violation for non-compliance according to applicable codes and regulations.
- Prepare reports for cases requiring legal action or civil abatement.
- When required, meet with legal counsel and provide testimony on criminal cases.
- Maintain records of complaints, inspections, violation notices, and other field enforcement activities.
- Coordinate with City departments on cases as they relate to code enforcement.

Project Manager

Al Brady shall be the Project Manager and is fully responsible for seeing that the project is completed in compliance with the provisions of the agreement. Mr. Brady has over 30 years' experience in the code profession has provided contract code services to approximately 80 municipalities in California, Arizona, and Nevada. He specializes in developing new code programs, improving existing divisions, revenue enhancement, ordinance revisions, maximizing staff efficiency and enhancing customer relations.

Fee Schedule

The Willdan rate for code enforcement supervision services is $65.00 dollars an hour for the supervisor presented in this proposal. It is my understanding that this project shall include services for 16 hours weekly and continue for approximately three months. Hence, the total overall cost of the project will depend on the duration of the assignment.

Related Experience

City of Goleta – Project Manager. Provided interim code enforcement staff.

County of Orange – Project Manager. Provided the staff of three full time code enforcement officers on a contract basis to address the county's backlog of code enforcement cases.

City of Soledad – Project Manager. Developed and implemented a new proactive code enforcement program. Willdan provided a contract code enforcement officer to staff this program for over one year.

City of Fountain Hills, AZ – Project Manager. Developed and implemented a town code enforcement department. The scope of work included hiring staff, training, and supervision for an eight-month period.

City of Irwindale – Project Manager. Provided municipal code enforcement services including monitoring of a local racetrack for compliance with the City Sound Ordinance on an interim basis.

City of Walnut – Project Manager. Provided interim code enforcement staff who were responsible for enforcing the City's Municipal Code.

City of South Pasadena – Project Manager. Provided interim code enforcement staff.

City of Irvine – Project Manager. Providing interim code enforcement staff.

City of Laguna Hills – Project Manager. Assisted the city in the development of a public education program concerning the city's code program.

City of Los Alamitos - Directed and participated in review of the city's code enforcement policy and procedures and made recommendations for changes as necessary. Additionally, provided interim code enforcement staff and a Community Development Director.

City of Hawaiian Gardens – Project Manager. Assisted the City of Hawaiian Gardens in developing and implementing an Administrative Citation program.

City of Rosemead - Project Manager. Provided interim code enforcement staff to inspect a targeted areas of the city to facilitate neighborhood improvements.

City of San Clemente – Project Manager**.** Provided interim Code Enforcement staff to assist with their Code Enforcement Program.

City of Superior, AZ - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes as necessary. Development and Implementation of a Nuisance and an Administrative Citation Ordinance.

City of La Canada Flintridge - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes as necessary. Development and Implementation of a Nuisance, Cost Recovery, and an Administrative Citation Ordinances. Provided interim code enforcement staff to conduct inspections and facilitate neighborhood improvements.

City of Adelanto – Project Manager. Provided interim Code Enforcement staff to assist with their Code Enforcement Program.

City of Del Mar - Provided interim code enforcement staff to the City and managed their entire Code program.

It should be noted that the projects listed above are not a comprehensive list of all our past code clientele but represents a small portion of the Municipalities we have served. We have also successfully provided service to the following jurisdictions:

- Bradbury
- Costa Mesa
- Desert Hot Springs
- El Monte
- Folsom
- Fountain Valley
- Laguna Woods
- Pasadena
- Perris
- Rancho Cordova
- Sacramento
- San Diego County
- San Jose
- San Juan Capistrano
- San Luis Obispo

References

City of Moreno Valley
James Verdugo
Building Manager
14177 Frederick Street
Moreno Valley, CA 92552
(951) 413-3354
Project: Provided interim code management.

City of Laguna Niguel
Erich List
Planning Manager
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
(949) 362-4300
Project: Provided interim management and program development.

City of La Puente
John DiMario
Community Development Director
15900 East Main Street
La Puente, CA 91744
(626) 855-1500
Project: Provided interim management and program development.

In closing, Willdan has provided code compliance services to numerous different California Cities and Counties. We are confident our team can provide the code compliance management the City is seeking. We hope this proposal meets with your approval.

Agenda Item No.: 8.H
Mtg. Date: 02/28/2022

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

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

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

SUBJECT: **CONSIDER AND AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT OR AGREEMENT WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) RELATED TO FILLING THE PART-TIME ADMINISTRATIVE CLERK VACANCY.**

DATE: **February 28, 2022**

BACKGROUND:
As part of the 2022/2023 strategic goal to improve the attraction and retention of city employees, staff is recommending to use the South Bay Workforce Investment Board (SBWIB) free business and employments services as a resource. The One-Stop Business and Career Centers use the most cost-effective strategies to build a world-class workforce to be matched with quality businesses and jobs that are attracted to the local labor market. One Stop Centers help employers find workers and job seekers find employment and provide those services at NO COST.

Examples of free services the SBWIB provides include:

Recruitment Services
- New hire and job placement resources
- Publicizing Positions
- Broadcasting Available Jobs to Candidates
- Targeted Recruitments
- Job Fairs

Business Support & Services
- Rapid Response and Lay-Off Aversion services
- Information on Business Incentives
- Customized Training
- No cost workshops
- Incumbent Worker Training

Hiring Support

- Screening/Assessment
- Job Matching
- Work Readiness Support
- Skills Testing
- Reference Checks
- Referrals
- SouthBayTraining.org
- Apprenticeships
- Custom Services

Subsidized Labor Programs

- **Transitional Subsidized Employment Program** - Hire an entry level worker through the SBWIB and the SBWIB will cover a large portion of the employee's wages for 10 months for private and non-profit organizations.
- **On-the-Job Training (WIOA program)** - Hire a permanent employee ($15-$25/hr range) through the SBWIB and the SBWIB will reimburse up to 75% of the wages for up to 6 months for on the job training.
- **Hire an Intern** - Student workers are available for summer jobs and year round part time work.

The SBWIB also has an apprenticeship for Cities program that could be explored.

At the February 14, 2022 City Council meeting, the Council unanimously directed staff to move to the next step and put something together that Council could approve. Staff provided the City Attorney with the On The Job Training Agreement supplied by the SBWIB for their review, input and/or revisions. The City Attorney's revised document is attached.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_220228_CC_SBWIB_OJTAgreementWIOA_redline.pdf

On-the-Job Training (OJT) Agreement
WIOA

OJT Agreement No: 21-WXXX

Section 1: Contact Information

Complete the contact information for OJT provider and the EMPLOYER

OJT PROVIDER: **South Bay One-Stop Business & Career Center**	CONTACT PERSON: **DANIEL M. HANSEN**	TELEPHONE NO: **310 680 3700**
ADDRESS: **110 S. LA BREA AVENUE, SUITE 500 INGLEWOOD, CALIFORNIA 90301**	**EMAIL**: **dhansen@sbwib.org**	FAX NO: **310 680 4098**
EMPLOYER:	CONTACT PERSON/TITLE:	TELEPHONE NO:
EMPLOYER ADDRESS:	EMAIL:	FAX NO:
	# REGULAR EMPLOYEE:	# OJT TRAINEES:(EXCLUDED TRAINEE FOR THIS AGREEMENT)
WORKERS' COMP. INSURANCE CARRIER:		POLICY NO: POLICY PERIOD:
GENERAL LIABILITY INSURANCE CARRIER:		POLICY NO: POLICY PERIOD:
FEDERAL IRS ID NO:		

Section 2: OJT Agreement

This On-the-Job Training (OJT) Agreement (the "Agreement") is between **the City of Rolling Hills,** herein after called EMPLOYER and the **South Bay Workforce Investment Board, Inc. (SBWIB, Inc.**) on behalf of the **City of Inglewood** and the **South Bay One-Stop Business & Career Centers (OJT Provider).** Both parties agree to the terms and conditions set forth within this Agreement. The Agreement commences upon full execution of the Agreement and terminates on **June 30, 2023.**

Section 3: General Terms and Conditions

CONTRACT PERIOD: ENTRY PERIOD: EXTENSIONS: AMENDMENTS: CANCELLATIONS

The parties agree:

1. The period covered by this Agreement shall not extend beyond the date specified, unless modified in writing and agreed upon by both parties by written amendment to this Agreement. But, in no event shall the duration of training and payment to the Employer for the extraordinary cost of training exceed the specified amount.

2. The terms and conditions of this Agreement may be amended during the contract period. All modifications or amendments to this Agreement shall be executed in writing and with the same formalities as this instrument.

3. The SBWIB, Inc. may immediately terminate this Agreement upon written notice to the Employer at such time as funds are not available to it through the United States Department of Labor or the State of California. In addition, The SBWIB, Inc. may immediately terminate this Agreement upon written notice

to the Employer for non-compliance or non-performance of the terms of this Agreement, or in the case an OJT Trainee (defined below) is found to be ineligible for program participation.

The Employer may terminate this Agreement at any time by providing 30 days written notice to the SBWIB, Inc. and OJT Provider.

4. There are no oral understandings or agreements not incorporated herein.

CONTRACT PURPOSE

The purpose of this Agreement is to establish the general terms and conditions under which OJT Provider may refer individual Workforce Innovation and Opportunity Act ("WIOA") participants ("the OJT Trainees") to the EMPLOYER to enable the OJT Trainees to take part in an OJT as the term is defined under the WIOA.

OJT DEFINITION

In accordance with the WIOA Program, the term "on-the-job training" means training by EMPLOYER that is provided to a paid OJT Trainee while engaged in productive work. This training will:

a) Provide knowledge or skills essential to the full and adequate performance of the job;
b) Qualify for reimbursement to the EMPLOYER of up to **75%** of the wage rate of the OJT Trainee, for the extraordinary costs of providing the training and additional supervision related to the training; and
c) Limit the OJT agreement period of time for an OJT Trainee to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the OJT Trainee, the prior work experience of the OJT Trainee, and the individual employment plan, as appropriate.

EMPLOYER further agrees as follows:

A. TRAINING

1. If EMPLOYER agrees to employ the OJT Trainee, EMPLOYER agrees to develop a training plan (Exhibit A) for the OJT Trainee based on the skill needed for the OJT Trainee to be satisfactorily skilled in the OJT position.

2. In no event shall the OJT Provider reimburse the EMPLOYER more than **75%** of the actual and reasonable cost, subject to the maximum amount set forth in accordance with Exhibit "A", Maximum Reimbursement, for providing training under the terms hereof.

3. EMPLOYER shall not subcontract the OJT Trainee to any other employer or agency.

4. EMPLOYER shall ensure the OJT Trainee is paid the wage or salary indicated in this Agreement.

5. EMPLOYER provides the OJT Trainee with safety instructions and equipment necessary for reasonable protection against injury and damage. If the EMPLOYER provides special clothing or equipment to regular employees, the EMPLOYER shall provide the same type of clothing or equipment to the OJT Trainee performing similar work.

6. The training will, to maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.

7. Reimbursement under OJT will be limited to cost incurred during the basic work week (i.e. the normal number of regular working hours exclusive of overtime and holiday pay).

B. FISCAL

1. EMPLOYER shall be reimbursed for the extraordinary training costs at a rate equivalent to no more than **75%** of the OJT Trainee's hourly wage rate for the training period. The parties agree that in no case can the total amount of expenditures exceed the sum of **$12,960.00** per participant.

2. EMPLOYER shall ensure that each OJT Trainee is employed under a payroll system that includes documentation of attendance, dates worked and number of hours worked per date, computation of gross wages, deductions, and net pay, and a maintenance system for cancelled checks.

3. EMPLOYER shall submit monthly invoice to the SBWIB, Inc. by the **third calendar** day of each month for services rendered under this Agreement. Included with the invoice shall be copies of OJT Trainee's payroll records, timecards, evaluation and skills/competencies achieved (signed by supervisor and trainee) to provide verification of training hours, wages paid, and skill/competencies achieved during the billing period. Invoices without signed payroll, timecard, evaluation and skill/competency records, will not be honored by SBWIB, Inc.

4. EMPLOYER understands that reimbursement is allowable only for the time the OJT Trainee is actually at work on the job. Costs to the EMPLOYER associated with vacation, holiday, sick leave, plant closures and other fringe benefits are not deemed to be training costs under this Agreement.

5. EMPLOYER understands that this Agreement is funded solely under the WIOA. In the event that WIOA is repealed or WIOA funds to the SBWIB, Inc. are terminated, this Agreement likewise terminates. EMPLOYER shall have no recourse to non-WIOA funds.

6. EMPLOYER and SBWIB, Inc, hereby agree that payment will be by SBWIB, Inc., draft within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary SBWIB, Inc. business, whichever occurs first.

7. EMPLOYER understands that payment may be withheld by the SBWIB, Inc. if EMPLOYER fails to comply with the provisions of this Agreement.

8. EMPLOYER shall be responsible to repay any disallowed costs as determined by the SBWIB, Inc., and its agent, the State or Department of Labor (DOL).

9. EMPLOYER understands that in the event the commitments made under this Agreement are not fulfilled, or OJT Trainees' authorized training hours are not utilized, the SBWIB, Inc. reserves the right to reduce the Agreement to the actual level of performance in terms of the amounts of funds obligated. Written notification to the EMPLOYER of such unilateral Agreement modification shall be provide by the SBWIB, Inc..

C. INSURANCE

EMPLOYER shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory workers' compensation, general liability for bodily injury and property damage, as well as adequate coverage for vehicles (if applicable) which shall include:

(i) An Original General Liability Insurance Certificate containing evidence of coverage in the amount of at least $1 Million per occurrence with a General Aggregate of $2 Million or a Certificate of Self-Insurance covering these amounts. **The City of Inglewood, SBWIB, Inc., its Employees, Officers, and Agents shall be named as additional insured.**

(ii) Automobile Liability Insurance in the amount of at least $1 Million Dollars. If operation of a motor vehicle will not be required to perform any of the services contemplated by the Agreement, EMPLOYER can execute the automobile insurance waiver letter, which is attached hereto as Exhibit B and incorporated herein by reference.

(iii) Workers' Compensation and Employer Liability (in limits not less than prescribed by state laws).

EMPLOYER shall furnish the **SBWIB, Inc.** a Certificate of Insurance from an insurer admitted to do business in the State of California.

D. RECORDS

1. The EMPLOYER shall maintain, preserve and make available records to support OJT payments until three (3) years after final payment under this Agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.

2. The EMPLOYER agrees that authorized representatives of SBWIB, Inc., State of California Employment Development Department, and the Department of Labor shall be given reasonable access to records that support OJT payments.

3. The EMPLOYER will report OJT hires and terminations to the SBWIB, Inc.

E. EMPLOYER ASSURANCES

1. If EMPLOYER employs the participant referred by the OJT Provider, EMPLOYER agrees to train the participant in the skills necessary to become a regular full-time unsubsidized employee in the occupation specified in Exhibit "A" of this Agreement.

2. EMPLOYER shall consider persons referred by the OJT Provider. The EMPLOYER retains the right to select or reject trainees(s) from the persons referred. Accordingly, the EMPLOYER absolves South Bay Workforce Investment Board, Inc. /South Bay One-Stop Business & Career Centers of responsibility in the final selection of any trainee.

3. EMPLOYER assures that, with respect to operations of WIOA funded activities, no person shall be denied employment benefit, or suffer discrimination of the grounds of race, color, religion, age, sex sexual orientation, national origin, citizenship, disability, or political affiliation or belief. The EMPLOYER agrees to comply with the provisions of Section 188, WIOA; Title VI of the Civil Rights Act of 1964, as amended; Sect. 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended. EMPLOYER further assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above.

4. EMPLOYER assures no funds received under WIOA may be used for contributions on behalf of any participant to retirement systems or plans.

5. EMPLOYER assures that any trainee employed by EMPLOYER is the employee of EMPLOYER and not of the SBWIB, Inc. nor shall the SBWIB, Inc. retain any right to direct or control trainee's activities while employed by EMPLOYER, except to the extent necessary to secure training benefits under the WIOA program.

6. EMPLOYER assures that EMPLOYER will consider retaining a trainee as an employee upon completion of training, but is not obligated to retain the trainee. EMPLOYER may consider trainee's overall performance, the EMPLOYER's needs, and personnel practices.

F. INDEMNIFICATION

EMPLOYER agrees to indemnify and hold harmless the South Bay Workforce Investment Board, Inc., their officers, directors, employees and agents from and against every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any negligence of EMPLOYER, its officers, directors, employees or agents arising from the performance of this Agreement.

G. ADDITIONAL TERMS

1. EMPLOYER agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rates, including increases, and benefits as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in no event less than the higher specified in section 6(a) (1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law.

2. EMPLOYER certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.

3. EMPLOYER further assures that OJT funds will not be used to assist, promote or deter union organizing.

4. EMPLOYER assures that they have not been debarred or suspended in regard to federal funding.

5. EMPLOYER certifies that no member of the OJT Trainee's immediate family is engaged in an administrative capacity for the EMPLOYER, or will directly supervise the OJT Trainee. For the purpose of this Agreement, the term immediate family means spouse (common law or otherwise), child, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild, or other such relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the EMPLOYER. The term administrative capacity means persons who have overall administrative responsibility for a program including but not limited to selection, hiring, or supervisory responsibilities.

6. EMPLOYER assures that the OJT Trainee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or a place for religious worship.

7. EMPLOYER shall ensure than no currently employed worker is displaced by any OJT Trainee, including partial displacement such as a reduction in non-overtime hours, wages, employment benefits, and/or infringement on promotional opportunity.

8. EMPLOYER shall not hire OJT Trainee where any other individual is on layoff from the same or a substantially equivalent job, or terminate the employment of any regular employee with the intention of filling the vacancy so created with an OJT Trainee.

9. EMPLOYER agrees to treat the participant like the EMPLOYER'S other employees with regard to wages, including periodic scheduled increase not related to individual performance, vacations and sick leave, fringe benefits, holiday pay, overtime, and other benefits, Workers' Compensation, or other disability insurance during and after the training period.

10. EMPLOYER shall comply with California Drug-Free Workplace Act of 1990 (Cal Gov. Code Section 8350 et seq) as amended, including provision of the requisite certification as set forth therein; and the federal Drug Free Workplace Act of 1998, including its implementing regulations (29 CFR Part 98,

commencing with 98.600)

11. EMPLOYER shall comply with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department.

12. EMPLOYER agrees to comply with the WIOA, with rules and regulations promulgated there under, and all applicable Federal State, and local laws and regulations relating to employment, equal opportunity and discrimination, safety, and labor standards, business licensing, taxation, and insurance requirements.

13. If applicable, EMPLOYER shall comply with Davis-Bacon Act requirements that all laborers and mechanics employed by EMPLOYER, or its contractors or subcontractors, in any construction, alteration or repair, including painting and decorating of projects and buildings funded with federal funds, shall be paid wages at least equal to the established local prevailing wage for the position.

H. GRIEVANCE PROCEDURE

EMPLOYER will use its own written grievances procedures to resolve non-WIOA related problems that may arise between EMPLOYER and OJT Trainee. WIOA-related grievances that may arise between EMPLOYER and OJT Trainee will be resolved in accordance the Grievance Procedures established by the SBWIB, Inc. or such other authorized body as may be identified under WIOA. Such procedures may include observation and monitoring of the OJT.

EMPLOYER shall make reasonable efforts to resolve any grievance arising out of OJT activities and refrain from actions, which harass, antagonize, intimidate, coerce, threaten, discriminate, or otherwise take reprisal against an OJT Trainee filing a complaint concerning WIOA programs or activities.

I. RETENTION

EMPLOYER agrees to consider retaining the OJT Trainee as a regular employee, upon successful completion of training, at the post-training wage rate, specified in this Agreement, and at a full-time scheduled number of work hours. The EMPLOYER acknowledges that its decision not to retain an OJT Trainee who has successfully completed training may be grounds for disqualification for subsequent additional OJT agreements.

SIGNATURES OF PARTIES

The parties hereto have executed this Agreement on this date and year first above written.

EMPLOYER

By: _____

Signature: _____

Name: _____

Title: _____

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

_____

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

_____

Jack Ballas, Attorney-at-Law

EXHIBIT "A"

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. / SOUTH BAY ONE-STOP BUSINESS & CAREER CENTERS

ON-THE-JOB TRAINING/EMPLOYABILITY DEVELOPMENT PLAN

1. OCCUPATION: _____ ONET CODE: _____ SVP CODE: _____

2. EMPLOYER: _____ NAICS: _____

3. ADDRESS: _____

4. CONTACT PERSON/TITLE: _____ TELEPHONE: _____

5. START DATE: _____*_____ NTICIPATED END DATE: _____*_____ WAGE AT COMPLETION: _____

6. Hrs. per day: _____*_____ a.m. to _____*_____ p.m. (Hrs. /day _____) Circle days/wk.: Mon. Tue. Wed. Thurs. Fri. Sat. Sun.

***To be determined at time of employment**

7. Hourly Wage Start 1	Hours/ Weeks 2	Number of Training Weeks 3	Total Cost of Occupation Col. 1x2x3 4	OJT Reimbursement 5	Number of OJT Employees Occupation 6	Total Cost Col. 6x4 7	Total Reimbursement 8
	40	**12**		**50%**			

8. TRAINING OUTLINE:

SKILLS/COMPETENCIES TO BE ACHIEVED	ESTIMATED NUMBER OF WEEKS
Participant(s) will be able to:	**At the end of <u>Week</u>**

Exhibit B

(Automobile Insurance Waiver Letter)

Operation of a motor vehicle will not be required to perform any of the services contemplated by the Agreement between the South Bay Workforce Investment Board, Inc. and the City of Rolling Hills. Therefore, neither company owned or operated vehicles nor participants' vehicles will be used to perform said services.

Name: _____
(Printed name and title of authorized signatory)

Signature: _____ Date: _____

Agenda Item No.: 8.I
Mtg. Date: 02/28/2022

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

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

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

SUBJECT: **CONSIDER PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH THE PALOS VERDES PENINSULA LAND CONSERVANCY TO PROVIDE ONE-YEAR FIRE FUEL MAINTENANCE SERVICE FOR PHASE 3 AREA.**

DATE: **February 28, 2022**

BACKGROUND:
On February 14, 2022, the City Council voted unanimously to direct staff to prepare an amendment with the Palos Verdes Peninsula Land Conservancy for one year maintenance of the Phase 3 area for $14,000.00.

DISCUSSION:

In January 2022, the City paid the Conservancy a fixed sum of $119,800 for work completed in 2021, including annual mowing for Phase 1 and 2 areas, and Acacia removal, mowing and weeding for Phase 3 area. One-year maintenance of Phase 3 area for 2022 will bring the total annual expenditure for 2022 to $46,800 as shown in the table below.

	PHASE 1	PHASE 2	PHASE 3	TOTAL
2019	$34,200 (Initial Cost)			$34,200
2020	$12,000 (Maintenance)	$50,000 (Initial Cost)		$62,000
2021	$12,000 (Maintenance)	$20,800 (Maintenance)	$87,000 (Initial Cost)	$119,800
2022	$12,000 (Maintenance)	$20,800 (Maintenance)	**$14,000 (Maintenance)**	**$46,800**
2023		$20,800 (Maintenance)	**--**	$20,800+

2024			--	--

FISCAL IMPACT:
There is available budget from the Emergency Preparedness account for the $14,000 expense.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PVP Land Conservancy Agreement_2019-11-15.pdf
PVP Land Conservancy 1st Amendment 2020_06_08.pdf
Second Amendment to Fire Fuel Abatement 07.12.2021 Signed.pdf
Third Amendment to Fire Fuel Abatement (conservancy)-c1.pdf
PVPLC Reducing Fuel Load Project Maintenance RH 2022-c1.pdf

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

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

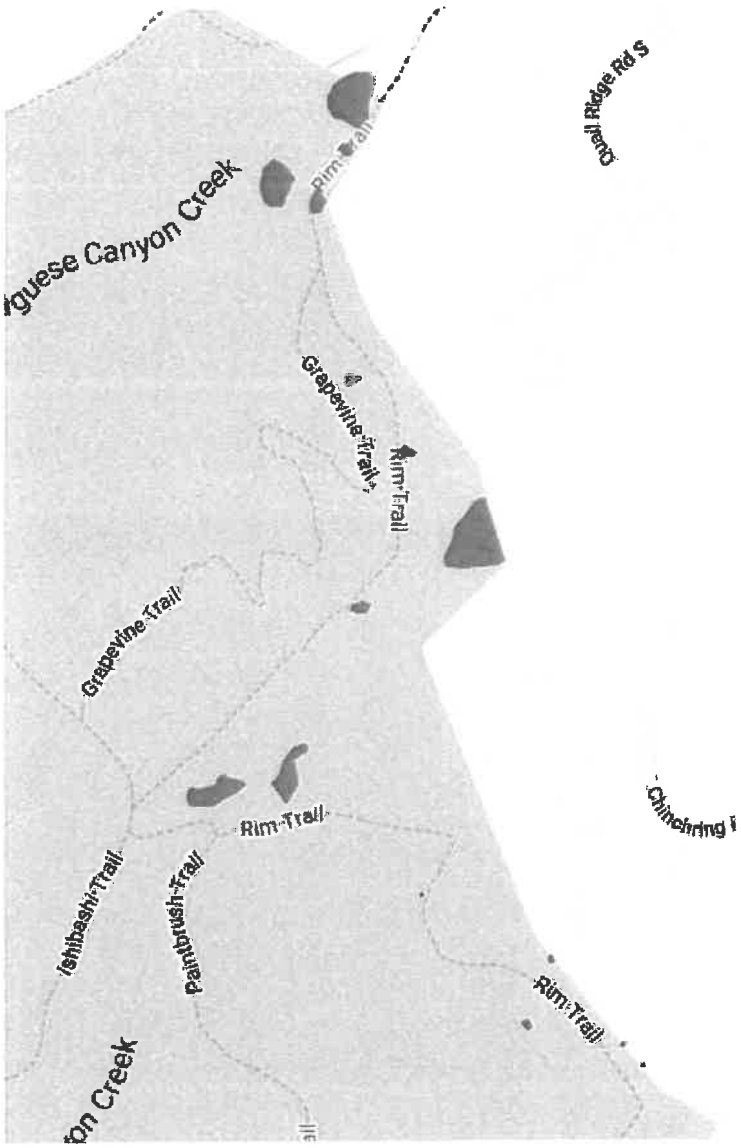
Approximately 1 acre

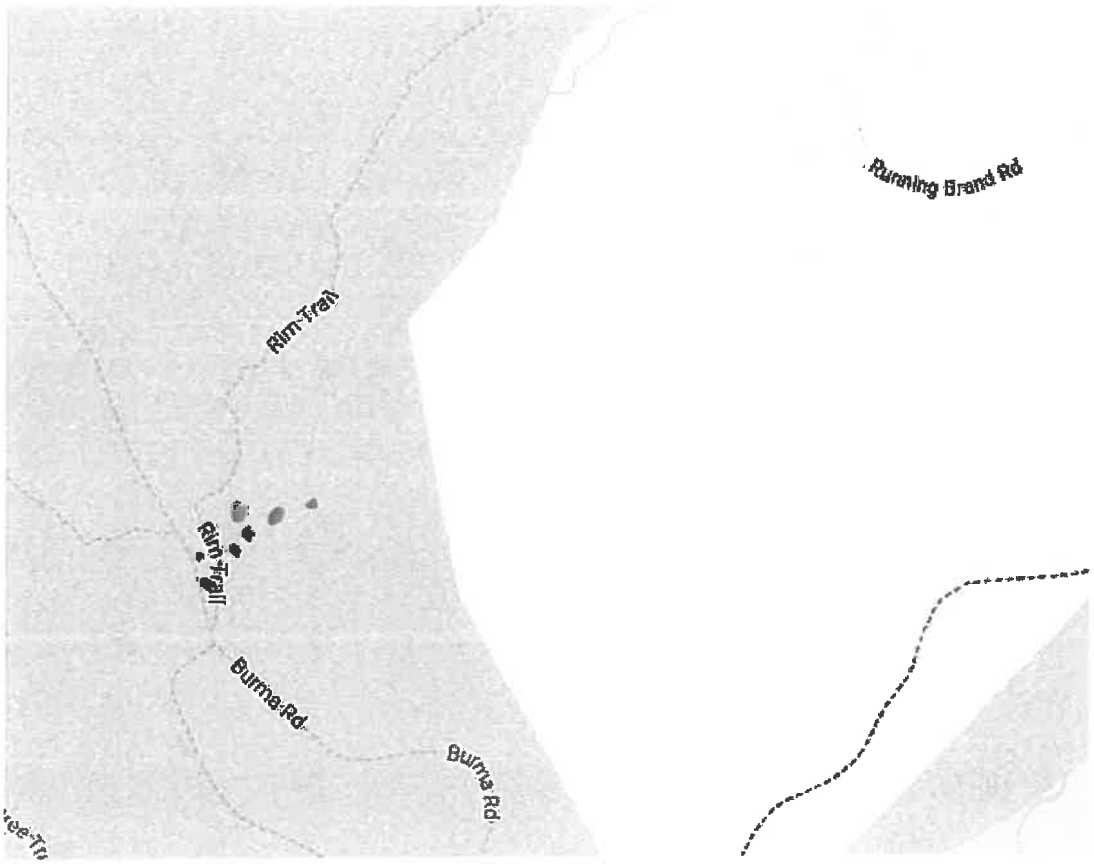
The Acacia removal sites are situated throughout the northern portion of Portuguese Bend Reserve along the border with the city of Rolling Hills. A fire occurred at this location in 2009 burning approximately 230 acres. Much of the vegetation was burned, including the non-native Acacia, which has since 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.

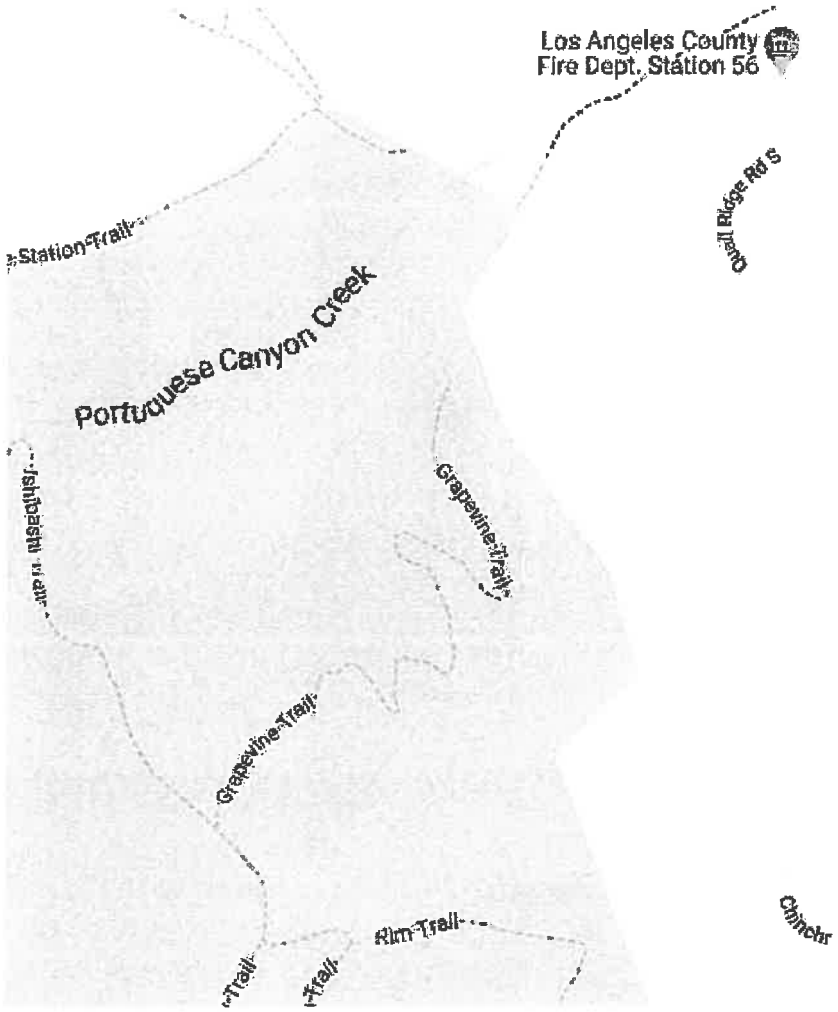
The Acacia and other non-native shrub/trees throughout this area totals approximately 1 acre. This site is known habitat of the federally threatened coastal California gnatcatcher and the cactus wren, a state species of concern.

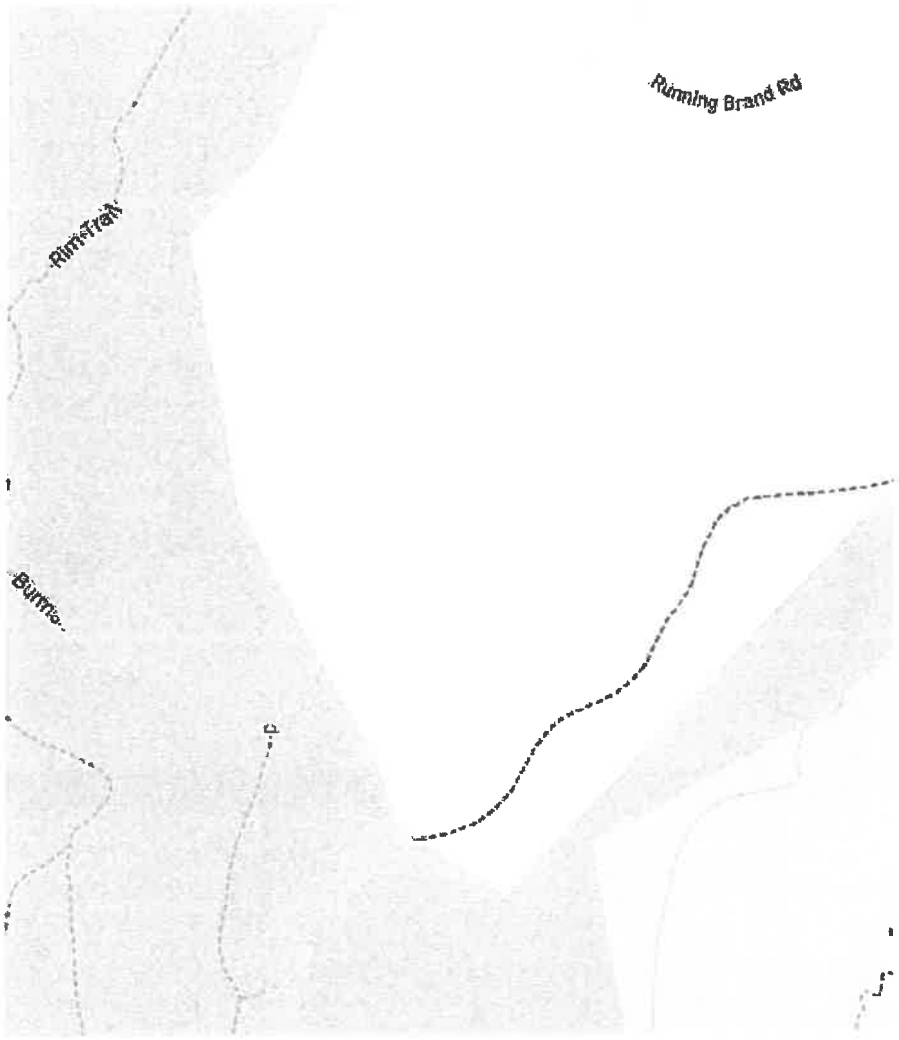




Mowing Areas

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

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

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").

R E C I T A L S

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

B. In 2020, the City paid 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: _____

_____
(Title)

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

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

Date: _____

Scope of Services (Second Supplemental)

Proposal to the City of Rolling Hills
Fuel Load Reduction in 2022
(Phase III 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 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 extra 2022 maintenance 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 of fuel load reduction were implemented in 2021 which was a combination of removing Acacia and mowing dry brush. **This proposal outlines the areas that would be mowed as part of maintenance for the 2022 work for one-time grant from the city up to $14,000**.



Mowing Sites

Budget

The budget reflects a typical 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). Included in this project is preventing any regrowth of previously removed Acacia and other non-native shrubs.

Project	**Acres**	**Budget**
Phase III one year of maintenance	~7.5	$14,000
One-time Project Total	**~7.5**	**$14,000**

Agenda Item No.: 8.J
Mtg. Date: 02/28/2022

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

FROM: **MAIDA ALCANTARA, FINANCE DIRECTOR**

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

SUBJECT: **ADOPTION OF RESOLUTIONS CORRECTING AND RE-ESTABLISHING THE FISCAL YEAR 2020/21 AND FISCAL YEAR 2021/22 ARTICLE XIII-B APPROPRIATIONS LIMIT**

DATE: **February 28, 2022**

BACKGROUND:
In 1979, Proposition 4 was approved by California voters, amending the California Constitution and adding Article XIII-B. Proposition 4 imposed a limit on appropriations from the proceeds of taxes. Article XIII-B requires that each local jurisdiction in California annually calculate and adopt by resolution their appropriation limit, which is adjusted each year by a combination of a statewide change in per capita income factor and the change in population in either the county or city.

DISCUSSION:
The calculations of the Fiscal Years 2020/21 and 2021/22 appropriations limits were incorrect. As a result, the appropriations limit for each year has been recalculated, and the correct amounts need to be established by resolution.

FISCAL IMPACT:
None.

RECOMMENDATION:
Staff recommends that City Council adopt Resolution Nos. 1289 and 1290.

ATTACHMENTS:
ResolutionNo1289_AmendingResNo1254_FY2020-21_AppropLimit.pdf
ResolutionNo1290_AmendingResNo1282_FY2021-22_AppropLimit.pdf

RESOLUTION NO. 1289

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AMENDING RESOLUTION NO. 1254 TO CORRECT AND RE-ESTABLISH THE 2020-21 FISCAL YEAR GANN APPROPRIATION LIMIT FOR THE CITY OF ROLLING HILLS.

WHEREAS, the City of Rolling Hills has heretofore established its Base Year Appropriations Limit as $256,941; and

WHEREAS, to the best of this City's knowledge and belief, the State Department of Finance figures reflect the following statistics relevant to the calculation of the 2020-21 Fiscal Year Appropriations Limit:

California per capita personal income, 3.73% (plus three point seven three percent).

Population Adjustments for County of Los Angeles for FY 2020-21, -0.11% (less zero point one one percent).

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Based on the foregoing figures and the provision of Article XIII B of the Constitution of the State of California, the following figure accurately represents the 2020-21 Fiscal Year Appropriation Limit of the City of Rolling Hills: $1,780,836.

Section 2. The City Clerk shall certify to the passage of Resolution No. 1289.

PASSED, APPROVED AND ADOPTED this 28th day of February, 2022.

_____
Bea Dieringer
Mayor

ATTEST:

_____
Christian Horvath
City Clerk

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

The foregoing Resolution No. 1289 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AMENDING RESOLUTION NO. 1254 TO CORRECT AND RE-ESTABLISH THE 2020-21 FISCAL YEAR GANN APPROPRIATION LIMIT FOR THE CITY OF ROLLING HILLS.

Was approved and adopted at a regular meeting of the City Council on February 28, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
CHRISTIAN HORVATH
CITY CLERK

RESOLUTION NO. 1290

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AMENDING RESOLUTION NO. 1282 TO CORRECT AND RE-ESTABLISH THE 2021-22 FISCAL YEAR GANN APPROPRIATION LIMIT FOR THE CITY OF ROLLING HILLS.

WHEREAS, the City of Rolling Hills has heretofore established its Base Year Appropriations Limit as $256,941; and

WHEREAS, to the best of this City's knowledge and belief, the State Department of Finance figures reflect the following statistics relevant to the calculation of the 2021-22 Fiscal Year Appropriations Limit:

California per capita personal income, 5.73% (plus five point seven three percent).

Population Adjustments for City of Rolling Hills for FY 2021-22, -0.59% (less zero-point five nine percent).

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Based on the foregoing figures and the provision of Article XIII B of the Constitution of the State of California, the following figure accurately represents the 2021-22 Fiscal Year Appropriation Limit of the City of Rolling Hills: $1,871,769.

Section 2. The City Clerk shall certify to the passage of Resolution No. 1290.

PASSED, APPROVED AND ADOPTED this 28th day of February, 2022.

_____
Bea Dieringer
Mayor

ATTEST:

_____
Christian Horvath
City Clerk

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

The foregoing Resolution No. 1290 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AMENDING RESOLUTION NO. 1282 TO CORRECT AND RE-ESTABLISH THE 2021-22 FISCAL YEAR GANN APPROPRIATION LIMIT FOR THE CITY OF ROLLING HILLS.

Was approved and adopted at a regular meeting of the City Council on February 28, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
CHRISTIAN HORVATH
CITY CLERK

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.K
Mtg. Date: 02/28/2022

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

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

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

SUBJECT: **APPROVE UPDATED AGREEMENT BETWEEN TURBO DATA SYSTEMS AND THREE PENINSULA CITIES (ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES) TO PROVIDE PARKING CITATION ADMINISTRATIVE SERVICES.**

DATE: **February 28, 2022**

BACKGROUND:
On November 23, 1993, the cities of Rolling Hills, Rolling Hills Estates, and Rancho Palos Verdes entered into an agreement with Turbo Data Systems, Inc. (TDS) to perform Parking Citation Administrative Services. This decision was the result of Assembly Bill No. 408 (ab 408) which decriminalized parking citations, removed processing parking citations from the courts' responsibility, and established an administrative adjudication system for these offenses. AB 408 also revised California Vehicle Code provisions related to issuing, processing, and collecting parking citations. This meant cities could no longer depend on the courts for parking citations services. This led to the Peninsula cities engaging services with TDS.

DISCUSSION:
Historically Rolling Hills Estates has been the lead agency interfacing with TDS. A review of the statistics on citations, Rolling Hills Estates noted that the City of Rancho Palos Verdes has significant parking citations and appeals in the last two years. Discussing this matter, the Rancho Palos Verdes agreed to take the lead on behalf of the three cities. The lead change required the agreement with TDS to be amended. Additionally, because the original agreement was executed nearly 30 years ago, Rancho Palos Verdes staff proposed that the agreement be updated to current laws and provisions in engaging services.

The lead agency will serve as the liaison between the cities and TDS. The lead agency will receive all reports, information, and revenue from TDS. The lead agency will supply copies of all reports, and data from TDS to Rolling Hills Estates, and Rolling Hills within 30 calendar days of receipt. The lead agency will provide the other cities a monthly report, showing the share of each city's prior month's revenues, and distribute to each city's allocated amount.

FISCAL IMPACT:
The City did not issue parking citations in Fiscal Year 2020-2021 and thus received no revenue. In Fiscal Year 2021-2022, the Los Angeles County Sheriff's Department reported the department issued parking citations. Staff anticipates revenue from the recent citations in the current fiscal year. The City of Rancho Palos Verdes will not be charging the partnering cities administrative fee to administer the contract with TDS.

RECOMMENDATION:
Approve an updated Professional Services Agreement between Turbo Data Systems and the three Peninsula cities Rolling Hills, Rolling Hills Estates and Rancho Palos Verdes

ATTACHMENTS:
CL_AGN_220228_CC_TurboDataAgrmt_PVP_ParkingCites.pdf
CL_AGN_220228_CC_RPV-CCMeeting _12.21.2021_TurboData.pdf

AGREEMENT TO PROVIDE FOR PROCESSING OF PARKING CITATIONS BETWEEN TURBO DATA SYSTEMS AND THE CITIES OF ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES

This Professional Services Agreement For Processing of Parking Citations (the "Agreement") is entered into by and between **Turbo Data Systems, Inc.** (TDS), a California Corporation, and the **City of Rolling Hills Estates,** a general law city and municipal corporation, the **City of Rancho Palos Verdes,** a general law city and municipal corporation, and the **City of Rolling Hills,** a general law city and municipal corporation (hereinafter individually referred to as "City" and collectively referred to as the "Cities" or as "Agency"). TDS and Agency are also referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. TDS desires to perform and assume responsibility for the provision of professional processing of parking citation consultant services required by the Cities;

B. TDS represents that it is experienced in providing professional processing of parking citation consultant services to public entities, is licensed in the State of California, and is familiar with the plans of the Cities; and

C. TDS and Agency desire to enter into this Agreement, whereby TDS will process parking citations for Agency pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. LEAD AGENCY. Rancho Palos Verdes will act as the lead Agency for purposes of this Agreement and shall serve as the liaison between the Cities and TDS. Rancho Palos Verdes will receive all reports, information, and revenue, which are required to be provided by TDS pursuant to this Agreement, on behalf of all the Cities. Rancho Palos Verdes shall supply copies of all reports or data provided by TDS to Rolling Hills Estates and Rolling Hills within 30 calendar days of receipt of same from TDS. Rancho Palos Verdes also shall provide to Rolling Hills Estates and Rolling Hills a monthly report, indicating the share of each city's prior month's revenues, and distribute each city's allocated amount with such monthly report.

2. CONTRACT OFFICER. Karina Banales, Deputy City Manager, or such person as may be designated by the Rancho Palos Verdes City Manager, is hereby designated as being the representative of the Agency authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

3. PURPOSE. The purpose of this Agreement is for TDS to process parking citations for Agency in a timely manner.

4. SCOPE OF SERVICES. When and as directed by Agency in writing, TDS shall perform the services identified in Exhibit A (Scope of Services), which is attached hereto and incorporated herein by reference.

5. PROHIBITION AGAINST SUBCONTRACTING AND ASSIGNMENT. TDS shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of each of the Cities. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of each of the Cities. Any such prohibited subcontract, assignment, or transfer shall be void.

6. TERM. This agreement shall become effective for a period of five (5) calendar years, commencing January 1, 2022.

7. CONSIDERATION. In consideration for services performed by TDS as provided in this Agreement, Agency shall pay TDS pursuant to the terms set forth in Exhibit "B" (Consideration), which is attached hereto and incorporated herein by this reference.

8. PAYMENT OF FEES. Charges determined on the basis set forth in Exhibit "B" shall be billed on a monthly basis in arrears, and payment for undisputed amounts shall be made within fifteen (15) days after receipt of such invoice.

9. ACCOUNTING RECORDS. Records of the citations processed by TDS shall be available for examination by the Agency or its authorized representative(s) within one week following a request by the Agency to examine such records.

10. TIME OF PERFORMANCE. Time is of the essence, and TDS shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement as set forth in Sections 1 and 3.

11. INDEPENDENT CONTRACTOR. At all times during the term of this agreement, TDS shall be an independent contractor and shall not be an employee of the Agency. The Agency shall have the right to control TDS only insofar as the results of TDS's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which TDS accomplishes the services rendered pursuant to this Agreement.

12. FACILITIES AND EQUIPMENT. TDS shall, at its own cost and expense, provide all facilities and equipment that may be required for performance of the services required by this Agreement.

13. INDEMNIFICATION BY TDS.

A. TDS agrees to defend, indemnify, hold free, and harmless the City of Rancho Palos Verdes, its elected officials, officers, agents, and employees, at TDS's sole expense, from and against any and all claims, actions, suits, or legal proceedings brought against the City of Rancho Palos Verdes, its elected officials, officers, agents, and employees arising out of the performance of TDS, its employees, and agents of the work undertaken pursuant to this Agreement or its

failure to comply with any of its obligations contained in this Agreement, regardless of the City of Rancho Palos Verdes' passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City of Rancho Palos Verdes.

B. TDS agrees to defend, indemnify, hold free, and harmless the City of Rolling Hills Estates, its elected officials, officers, agents, and employees, at TDS's sole expense, from and against any and all claims, actions, suits, or legal proceedings brought against the City of Rolling Hills Estates, its elected officials, officers, agents, and employees arising out of the performance of TDS, its employees, and agents of the work undertaken pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, regardless of the City of Rolling Hills Estates' passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City of Rolling Hills Estates.

C. TDS agrees to defend, indemnify, hold free, and harmless the City of Rolling Hills, its elected officials, officers, agents, and employees, at TDS's sole expense, from and against any and all claims, actions, suits, or legal proceedings brought against the City of Rolling Hills, its elected officials, officers, agents, and employees arising out of the performance of TDS, its employees, and agents of the work undertaken pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, regardless of the City of Rolling Hills' passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City of Rolling Hills.

14. INDEMNIFICATION BY AGENCY. TDS shall use due care in processing work of the Agency. Any errors shall be corrected by TDS at no additional charge to the Agency. TDS shall be entitled to reimbursement from the Agency for any expenses incurred by TDS for the correction of any erroneous information provided by the Agency and TDS shall not be responsible for Agency's losses and expenses resulting from erroneous source materials provided by the Agency. Neither party shall be liable to the other for any indirect or consequential losses or damages resulting from any errors within the scope of this Section.

15. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. In the performance of this Agreement, TDS shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

16. AGENCY. Except as Agency may specify in writing, TDS shall have no authority, expressed or implied, to act on behalf of the Agency in any capacity whatsoever as an agent. TDS shall have no authority, expressed or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

17. CHANGES IN LAW. TDS shall notify Agency in writing of any changes in the processing of parking violations as a result of changes in the law or DMV regulations affecting such violations. Upon such notice, Agency shall determine whether to implement the recommended changes proposed by TDS or to terminate the Agreement as of the effective date of the change in law or regulations.

18. OWNERSHIP OF SOFTWARE. Agency acknowledges that the software and software programs used by Agency or used for Agency's benefit which were developed by TDS are the sole property of TDS and the Agency obtains no right or interest in the software by virtue of this Agreement.

19. OWNERSHIP OF DOCUMENTS. All electronic and handwritten citations; electronic and handwritten reports; electronic storage media; and other documents, including copies and reproductions assembled or prepared by TDS or TDS' agents, officers, or employees in connection with this Agreement, shall be the property of Agency and shall be delivered to the Agency upon either the completion or termination of this Agreement.

20. FORCE MAJEURE. The Parties shall not be responsible for delays or failure in performance resulting from acts beyond the control of Parties. Such acts shall include, but are not limited to, Acts of God, strikes, riots, acts of war, epidemics, fire, communication line failure, earthquakes, or other disasters.

21. TERMINATION. This Agreement may be terminated by either party upon sixty (60) days written notice. At such time, TDS agrees to provide Agency, in computer readable form, a copy of all data files used for purposes of carrying out the obligations under this Agreement.

22. NOTICE. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by certified mail addressed to:

TDS:	Turbo Data Systems, Inc. 1551 N Tustin Avenue Suite 950 Santa Ana CA 92705 Roberta J. Rosen, President
Agency:	City of Rancho Palos Verdes 30940 Hawthorne Boulevard Rancho Palos Verdes, CA 90275
	City of Rolling Hills 2 Portuguese Bend Road Rolling Hills, CA 90274
	City of Rolling Hills Estates 4045 Palos Verdes Dr. N Rolling Hills Estates, CA 90274

unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have been served within seventy-two (72) hours after the same has

been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

23. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Agency and TDS and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all of the Parties. In the event that any provision hereof is deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which remain in full force and effect.

24. CALIFORNIA LAW. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

25. LITIGATION COSTS. If any legal action or any other proceeding is brought to enforce the terms of this Agreement, or because of an alleged dispute, breach, or misrepresentation in the connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover their reasonable attorneys' fees and other costs incurred in that action or proceeding, including the costs of appeal in addition to any other relief to which it or they may be entitled.

26. INSURANCE. TDS, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to Agency the insurance specified in this Agreement under forms of insurance satisfactory in all respects to Agency.

TDS shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by TDS, its agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:
Insurance Services Office form number GL 0002 (Ed.1 /73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
Insurance Services Office form number CA 0001 (Ed.I/78) covering Automobile Liability, code 1 any auto and endorsement Ca 0025.
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

TDS shall maintain limits no less than:

General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self -Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to each Agency and its officers, officials, employees, volunteers, and agents; or TDS shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to each Agency and its officers, officials, employees, volunteers and agents.

TDS's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each general liability insurance and automobile liability insurance policy shall be endorsed with the following specific language:

The City of Rancho Palos Verdes, 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 TDS, including materials, parts, or equipment furnished in connection with such work or operations.

The City of Rolling Hills Estates, 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 TDS, including materials, parts, or equipment furnished in connection with such work or operations.

The City of Rolling Hills, 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 TDS, including materials, parts, or equipment furnished in connection with such work or operations.

Verification of Coverage

TDS shall furnish certificates of insurance evidencing all the coverage required above, naming the Agency as additional insured. All endorsements are to be received and approved by Agency before work commences. All required information is to be mailed to the address shown in the NOTICE section of the Agreement.

27. COVENANT AGAINST DISCRIMINATION. TDS covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. TDS shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

28. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES. No officer or employee of each Agency shall be personally liable to the TDS, or any successor in interest, in the event of any default or breach by any of the Agencies or for any amount, which may become due to TDS or to its successor, or for breach of any obligation of the terms of this Agreement.

29. EFFECTIVE DATE OF THIS AGREEMENT. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument and shall be effective from and after January 1, 2022.

CITY OF RANCHO PALOS VERDES

By: _____

Name/Title: MAYOR, PRO TEM

Date: 12/21/2021

CITY OF ROLLING HILLS ESTATES

By: _____

Name/Title: _____

Date: _____

CITY OF ROLLING HILLS

By: _____

Name/Title: _____

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TURBO DATA SYSTEMS, INC.

By: _____
Roberta J. Rosen
President

By: _____
Elie M. Sleiman
Secretary

[END OF SIGNATURES]

Two corporate officer signatures required a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

AGREEMENT TO PROVIDE FOR PROCESSING OF PARKING CITATIONS BETWEEN TURBO DATA SYSTEMS AND THE CITIES OF ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES

EXHIBIT "A"
SCOPE OF SERVICES

TDS shall perform the following services in processing all parking citations:

A. **Basic Processing** – TDS will enter manual citations and citation dispositions into Agency's database within 2 business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, Agency Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the TDS-provided online system.

B. **Handheld Ticket writer Interface** - TDS will provide for automated import of electronic citations into Agency's database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Agency to upload into their handheld ticket writers. TDS will work with Agency to implement any changes required for handheld ticket writer equipment.

C. **System and Document Storage** - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Agency or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Agency or shredded.

D. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Agency access no later than the thirtieth (30th) day of the following month.

E. **DMV Interface for Registered Owner Name Retrieval** - Attempt to obtain names and addresses of registered owners of cited vehicles for those citations that have not been cleared prior to their notice generation date.

F. **Notice Processing** - Print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and name or address changes. The notice date shall be extended whenever there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.

G. **DMV Interface for Placing Registration Holds** - Transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within 2 business days after the date specified by the Agency to be the DMV Date.

H. **DMV Interface for Releasing Registration Holds** - Transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within 2 business days after TDS has received notification of clearance.

I. **DMV Interface for Monthly Payment File** – Receive payment file from DMV as available (currently monthly) and update DMV transactions into Agency's database, providing reporting for reconciliation purposes.

J. **Delivery Service** – Manual citations will be mailed or scanned to TDS by Agency at their own expense. TDS reports will be provided online. TDS will return any required documents via UPS and/or US Mail.

K. **Collection and Payment Processing** - TDS will provide the following collection and payment processing services for Agency:

- Provide P. O. Box where payments are mailed
- Courier pickup from P. O. Box daily
- Open all mail
- Verify payment amounts and record on computer system within 2 business days (48 hours)
- Respond to reasonable non-judicial public inquiries by phone and mail
- Return questionable mail to Agency for decision
- Make bank deposits to Agency bank account using check scanning
- Verify amounts deposited, by citation number
- Provide toll-free number for citizen inquiries
- Provide weekly reports for bank statement reconciliation
- Provide monthly Paid Citation Distribution Report for Agency to make surcharge payments to the County
- Scan checks and deposit parking funds (remote deposits) into Agency's bank account. Check scanning hardware and software is provided by Agency for its specific banking requirements.
- Contractor does not charge for remote deposits; however, the financial institution may charge a fee, which is the responsibility of the Agency.
- Agency's not set up for bank check scanning will incur additional courier fees.

L. **Out of State Citations** - TDS shall process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. TDS will incur all costs for out of state name retrieval, including out-of-state DMV fees and charges. TDS will receive payment from Agency based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued. This amount will be billed monthly for the prior months' receipts (as determined from our database and/or reports). Payments collected via credit card will also incur credit card fees.

M. **IVR and Web Payment Systems - Payment by Credit Card** - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Agencies are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each Agency receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the Agency's account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Agency will not be involved in the daily processing.

N. **Administrative Adjudication Processing** - TDS will provide for the processing of requests for contesting citations, allowing for Agency processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other

pertinent information. Administrative Review requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 2 years from their activity date and then shredded.

O. **Paperless Appeals (eAppealsPRO & Scanning)** – TDS will provide online appeal capability for the public to appeal their citations online. TDS will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. TDS will provide an online application to access the appeals, which will be searchable and sortable. TDS will keep an electronic history of processed appeals for at least two years.

P. **Online Inquiry Access for Agency's Staff** - Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Agency's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, view daily deposits made at TDS' facility and view daily file transfers sent from the handheld ticket writer software and received at TDS' facility. TDS' technical staff will provide support. TDS will provide a real-time secured high-speed connection to the citation database through the Agency's Internet connection.

Q. **Additional Notices**– TDS will mail **Other Correspondence** as required for processing.

R. **ICS Collection Service – Special Collections** - Outstanding citations (DMV No-Holds or DMV Transfer of Ownership Releases or Non-California plates) and any other citations deemed as delinquent citations by Agency are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments are processed daily and deposited to the Agency's regular citation processing bank account. The TDS Agency Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.

S. **Franchise Tax Board Offset Program** – TDS will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the FTB process. Agency will be required to complete required FTB paperwork and forms (with TDS'

assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process.

T. **Payment Plans** - The Contractor will have a payment plan system in place to comply with all legislation. The plan will allow for waivers, when necessary, for indigent and non-indigent individuals. Plan requests will be submitted to the Agency for review/approval/denial. The Contractor will mail correspondence to let the applicant know the status of their payment plan application and other details. Payment Plans allow the Agency to waive fees for indigent persons, adjust the length of the plan and set minimum payments due. If a plan defaults prior to full payment, the system automatically resumes the citation process (DMV, Collections, etc.). The Contractor will provide customized Agency specific information for indigent payment plans on pticket.com.

U. **Bank Account Management (Optional)**

TDS will open a trust account in the name of the Agency to receive parking deposits for all parking citation monies. TDS will handle any NSF checks from this account and reactivate the citations. TDS will process any required refund checks. TDS will send a, monthly surcharge check to the county based on reporting. TDS will pay their own invoice monthly and write a check to the Agency monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Agency of reconciliation.

V. **Handheld Ticketwriters – ticketPRO Magic**

TDS will provide ticketPRO Magic Units (phones and printers) and citations and envelopes as required at the pricing then in effect. TDS will provide maintenance and support for the Automated Citation Issuance System and the Field Units. RemoteConnect Support for devices while in the field. TDS will provide a data plan with unlimited voice/text messaging for field units. Software upgrades as newer versions become available. Support via email for support requests and for reporting software/hardware issues.

AGREEMENT TO PROVIDE FOR PROCESSING OF PARKING CITATIONS BETWEEN TURBO DATA SYSTEMS AND THE CITIES OF ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES

EXHIBIT "B" - CONSIDERATION

Basic Processing Services $300 minimum in basic processing services required	**$1.255 per citation**
Out of State Processing No charge until payment is collected.	**35% of amount collected**
Administrative Adjudication Letters Includes processing all administrative review result letters, hearing result letters, scheduling of all hearings and processing hearing schedule letters for the public.	**$2.29 per letter mailed**
Additional Correspondence	**$1.08 per letter mailed**
Paperless Appeals (eAppeals PRO)	**included with Administrative Adjudication**
Special Collections ICS (optional)	**33% of amount collected (optional)**
FTB Interagency Processing (optional)	**$2.50 per letter + 15% of amount collected**
Bank Account Management (optional) **Refund Checks/NSF's**	**$100 per month plus bank fees/charges** **$5.00 each**
Payment Plan Processing **Payment Plan Letters**	**$10 per payment plan** **$1.08 per letter mailed**
Courier Services for Banking	**$200 per month (not applicable if scanning checks to your account or a bank management Agency)**

Fee Increases:

Postal Rate Increase Offset – Fees will increase immediately to offset the amount of any postal increase.
Annual CPI Increase – Fees will increase according to the CPI for each 12-month period.

CITY OF RANCHO PALOS VERDES

CITY COUNCIL AGENDA REPORT

MEETING DATE: 12/21/2021
AGENDA HEADING: Consent Calendar

AGENDA TITLE:

Consideration and possible action to approve the Professional Services Agreement between Turbo Data Systems, Inc. and the cities of Rolling Hills Estates, Rolling Hills and Rancho Palos Verdes for processing of parking citations.

RECOMMENDED COUNCIL ACTION:

(1) Approve the Professional Services Agreement between Turbo Data Systems (TDS), Inc. and the cities of Rolling Hills Estates, Rolling Hills and Rancho Palos Verdes for processing parking citations and identifying the City of Rancho Palos Verdes as lead agency serving as the liaison between the cities and TDS; and
(2) Authorize the Mayor to execute the Professional Services Agreement, in a form acceptable to the City Attorney.

FISCAL IMPACT: None

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

ORIGINATED BY: Karina Bañales, Deputy City Manager
REVIEWED BY: Same as Above
APPROVED BY: Ara Mihranian, AICP, City Manager

ATTACHED SUPPORTING DOCUMENTS:

A. TDS Professional Services Agreement (page A-1)
B. 1993 TDS Agreement for Processing of Parking Citations (page B-1)
C. City of Rancho Palos Verdes Ordinance No. 296 (page C-1)

BACKGROUND:

On November 23, 1993, the cities of Rancho Palos Verdes, Rolling Hills Estates, and Rolling Hills entered into an agreement with Turbo Data Systems, Inc. (TDS) to perform Parking Citation Administrative services (Attachment B). The decision to contract parking citation administrative services resulted from a 1992 bill, Assembly Bill No. 408 (AB 408), which decriminalized parking citations, removed processing parking citations from the courts' responsibility, and established an "administrative adjudication" system for these

offenses. In addition, AB 408 extensively revised most of the California Vehicle Code provisions related to issuing, processing, and collecting parking citations. As a result of AB 408, cities could no longer rely on the courts for parking citation services and were required to assume this responsibility.

The City of Rancho Palos Verdes was in a similar situation as Rolling Hills and Rolling Hill Estates, in which they did not have the personnel or expertise to take on this new responsibility. Therefore, the three Peninsula cities partnered and entered into a joint professional services agreement with TDS to provide these services on their behalf. Since three cities entered into one contract, a lead agency was required. The City of Rolling Hills Estates became the lead agency and liaison between the three Peninsula cities and TDS.

On December 23, 1993, the City of Rancho Palos Verdes memorialized AB 408 and added it to its Municipal Code Chapter 10.28 to title 10 called Parking Citation Procedures (Attachment C).

DISCUSSION:

Over the past few years, it has come to the attention of the three Peninsula cities, particularly Rolling Hills Estates, who currently is the lead agency, that nearly all the parking citations issued and appealed were for the City of Rancho Palos Verdes. This can primarily be attributed to Rancho Palos Verdes being the largest city on the Peninsula and having more regulated public parking spaces including at the various trailheads to the Palos Verdes Nature Preserve. The two tables below reflect parking citations issued and appealed for 2020 and 2021 (to date) among all three Peninsula cities.

Parking Citations Issued

City	2020	2021
Rolling Hills	0	24
Rolling Hills Estates	58	1
Rancho Palos Verdes	2,205	2,528

Parking Citations Appealed

City	2020	2021
Rolling Hills	0	0
Rolling Hills Estates	7	1
Rancho Palos Verdes	96	37

In light of this, the amount of administration work performed by Rolling Hills Estates did not equate to the number of parking citations issued and appealed by its agency. As a result, the cities of Rancho Palos Verdes, Rolling Hills, and Rolling Hills Estates agreed that the contract should be amended to identify the City of Rancho Palos Verdes as the lead agency and liaison between the three Peninsula cities and TDS.

Rancho Palos Verdes Staff began discussing amending the TDS contract with legal counsel, and it was determined that it was outdated and did not align with the current contract language and approval by TDS and all three cities. In addition, TDS needed to provide a list of current "Scope of Services" and "Fees" for transparency purposes and to ensure that all three agencies are aware of costs associated with the contract.

Thus, the City Council is being asked to approve a new Professional Services Agreement with TDS and the cities of Rolling Hills, Rolling Hills Estates, and Rancho Palos Verdes for the processing of parking citations (Attachment A) and to identify Rancho Palos Verdes as the lead agency and liaison between the cities. The City Attorneys from Rolling Hills, Rolling Hills Etates and Rancho Palos Verdes have reviewed and approved the attached Professional Services Agreement.

If accepted, the transition of lead agency from Rolling Hills Estates to Rancho Palos Verdes will be effective January 1, 2022. It should be noted that the City of Rancho Palos Verdes will not charge an administrative fee to the cities of Rolling Hills Estates and Rolling Hills primarily because parking citation services with these two cities is anticipated to continue to be minimal.

CONCLUSION:

Staff recommends the City Council approve the Professional Services Agreement (Attachment A) for the processing of parking citations.

ALTERNATIVES:

In addition to staff recommendation, the following alternative actions are available for the City Council's consideration:

1. Do not approve the Professional Services Agreement with Turbo Data Systems, Inc. and direct Staff to issue a request for proposals.
2. Direct Staff to decline becoming the lead agency and to renegotiate with the three Peninsula cities.
3. Direct Staff to enter into a Professional Services Agreement solely between Rancho Palos Verdes and TDS, thereby not including the cities of Rolling Hills and Rolling Hills Estates.
4. Take other action, as deemed appropriate.

AGREEMENT TO PROVIDE FOR PROCESSING OF PARKING CITATIONS BETWEEN TURBO DATA SYSTEMS AND THE CITIES OF ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES

This Professional Services Agreement For Processing of Parking Citations (the "Agreement") is entered into by and between **Turbo Data Systems, Inc.** (TDS), a California Corporation, and the **City of Rolling Hills Estates,** a general law city and municipal corporation, the **City of Rancho Palos Verdes,** a general law city and municipal corporation, and the **City of Rolling Hills,** a general law city and municipal corporation (hereinafter individually referred to as "City" and collectively referred to as the "Cities" or as "Agency"). TDS and Agency are also referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. TDS desires to perform and assume responsibility for the provision of professional processing of parking citation consultant services required by the Cities;

B. TDS represents that it is experienced in providing professional processing of parking citation consultant services to public entities, is licensed in the State of California, and is familiar with the plans of the Cities; and

C. TDS and Agency desire to enter into this Agreement, whereby TDS will process parking citations for Agency pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. LEAD AGENCY. Rancho Palos Verdes will act as the lead Agency for purposes of this Agreement and shall serve as the liaison between the Cities and TDS. Rancho Palos Verdes will receive all reports, information, and revenue, which are required to be provided by TDS pursuant to this Agreement, on behalf of all the Cities. Rancho Palos Verdes shall supply copies of all reports or data provided by TDS to Rolling Hills Estates and Rolling Hills within 30 calendar days of receipt of same from TDS. Rancho Palos Verdes also shall provide to Rolling Hills Estates and Rolling Hills a monthly report, indicating the share of each city's prior month's revenues, and distribute each city's allocated amount with such monthly report.

2. CONTRACT OFFICER. Karina Banales, Deputy City Manager, or such person as may be designated by the Rancho Palos Verdes City Manager, is hereby designated as being the representative of the Agency authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

3. PURPOSE. The purpose of this Agreement is for TDS to process parking citations for Agency in a timely manner.

4. SCOPE OF SERVICES. When and as directed by Agency in writing, TDS shall perform the services identified in Exhibit A (Scope of Services), which is attached hereto and incorporated herein by reference.

5. PROHIBITION AGAINST SUBCONTRACTING AND ASSIGNMENT. TDS shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of each of the Cities. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of each of the Cities. Any such prohibited subcontract, assignment, or transfer shall be void.

6. TERM. This agreement shall become effective for a period of five (5) calendar years, commencing January 1, 2022.

7. CONSIDERATION. In consideration for services performed by TDS as provided in this Agreement, Agency shall pay TDS pursuant to the terms set forth in Exhibit "B" (Consideration), which is attached hereto and incorporated herein by this reference.

8. PAYMENT OF FEES. Charges determined on the basis set forth in Exhibit "B" shall be billed on a monthly basis in arrears, and payment for undisputed amounts shall be made within fifteen (15) days after receipt of such invoice.

9. ACCOUNTING RECORDS. Records of the citations processed by TDS shall be available for examination by the Agency or its authorized representative(s) within one week following a request by the Agency to examine such records.

10. TIME OF PERFORMANCE. Time is of the essence, and TDS shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement as set forth in Sections 1 and 3.

11. INDEPENDENT CONTRACTOR. At all times during the term of this agreement, TDS shall be an independent contractor and shall not be an employee of the Agency. The Agency shall have the right to control TDS only insofar as the results of TDS's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which TDS accomplishes the services rendered pursuant to this Agreement.

12. FACILITIES AND EQUIPMENT. TDS shall, at its own cost and expense, provide all facilities and equipment that may be required for performance of the services required by this Agreement.

13. INDEMNIFICATION BY TDS.

A. TDS agrees to defend, indemnify, hold free, and harmless the City of Rancho Palos Verdes, its elected officials, officers, agents, and employees, at TDS's sole expense, from and against any and all claims, actions, suits, or legal proceedings brought against the City of Rancho Palos Verdes, its elected officials, officers, agents, and employees arising out of the performance of TDS, its employees, and agents of the work undertaken pursuant to this Agreement or its

failure to comply with any of its obligations contained in this Agreement, regardless of the City of Rancho Palos Verdes' passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City of Rancho Palos Verdes.

B. TDS agrees to defend, indemnify, hold free, and harmless the City of Rolling Hills Estates, its elected officials, officers, agents, and employees, at TDS's sole expense, from and against any and all claims, actions, suits, or legal proceedings brought against the City of Rolling Hills Estates, its elected officials, officers, agents, and employees arising out of the performance of TDS, its employees, and agents of the work undertaken pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, regardless of the City of Rolling Hills Estates' passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City of Rolling Hills Estates.

C. TDS agrees to defend, indemnify, hold free, and harmless the City of Rolling Hills, its elected officials, officers, agents, and employees, at TDS's sole expense, from and against any and all claims, actions, suits, or legal proceedings brought against the City of Rolling Hills, its elected officials, officers, agents, and employees arising out of the performance of TDS, its employees, and agents of the work undertaken pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, regardless of the City of Rolling Hills' passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City of Rolling Hills.

14. INDEMNIFICATION BY AGENCY. TDS shall use due care in processing work of the Agency. Any errors shall be corrected by TDS at no additional charge to the Agency. TDS shall be entitled to reimbursement from the Agency for any expenses incurred by TDS for the correction of any erroneous information provided by the Agency and TDS shall not be responsible for Agency's losses and expenses resulting from erroneous source materials provided by the Agency. Neither party shall be liable to the other for any indirect or consequential losses or damages resulting from any errors within the scope of this Section.

15. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. In the performance of this Agreement, TDS shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

16. AGENCY. Except as Agency may specify in writing, TDS shall have no authority, expressed or implied, to act on behalf of the Agency in any capacity whatsoever as an agent. TDS shall have no authority, expressed or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

17. CHANGES IN LAW. TDS shall notify Agency in writing of any changes in the processing of parking violations as a result of changes in the law or DMV regulations affecting such violations. Upon such notice, Agency shall determine whether to implement the recommended changes proposed by TDS or to terminate the Agreement as of the effective date of the change in law or regulations.

18. OWNERSHIP OF SOFTWARE. Agency acknowledges that the software and software programs used by Agency or used for Agency's benefit which were developed by TDS are the sole property of TDS and the Agency obtains no right or interest in the software by virtue of this Agreement.

19. OWNERSHIP OF DOCUMENTS. All electronic and handwritten citations; electronic and handwritten reports; electronic storage media; and other documents, including copies and reproductions assembled or prepared by TDS or TDS' agents, officers, or employees in connection with this Agreement, shall be the property of Agency and shall be delivered to the Agency upon either the completion or termination of this Agreement.

20. FORCE MAJEURE. The Parties shall not be responsible for delays or failure in performance resulting from acts beyond the control of Parties. Such acts shall include, but are not limited to, Acts of God, strikes, riots, acts of war, epidemics, fire, communication line failure, earthquakes, or other disasters.

21. TERMINATION. This Agreement may be terminated by either party upon sixty (60) days written notice. At such time, TDS agrees to provide Agency, in computer readable form, a copy of all data files used for purposes of carrying out the obligations under this Agreement.

22. NOTICE. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by certified mail addressed to:

TDS:
Turbo Data Systems, Inc.
1551 N Tustin Avenue Suite 950
Santa Ana CA 92705
Roberta J. Rosen, President

Agency:
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

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

City of Rolling Hills Estates
4045 Palos Verdes Dr. N
Rolling Hills Estates, CA 90274

unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have been served within seventy-two (72) hours after the same has

been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

23. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Agency and TDS and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all of the Parties. In the event that any provision hereof is deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which remain in full force and effect.

24. CALIFORNIA LAW. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

25. LITIGATION COSTS. If any legal action or any other proceeding is brought to enforce the terms of this Agreement, or because of an alleged dispute, breach, or misrepresentation in the connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover their reasonable attorneys' fees and other costs incurred in that action or proceeding, including the costs of appeal in addition to any other relief to which it or they may be entitled.

26. INSURANCE. TDS, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to Agency the insurance specified in this Agreement under forms of insurance satisfactory in all respects to Agency.

TDS shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by TDS, its agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:
Insurance Services Office form number GL 0002 (Ed.1 /73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
Insurance Services Office form number CA 0001 (Ed.I/78) covering Automobile Liability, code 1 any auto and endorsement Ca 0025.
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

TDS shall maintain limits no less than:

General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self -Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to each Agency and its officers, officials, employees, volunteers, and agents; or TDS shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to each Agency and its officers, officials, employees, volunteers and agents.

TDS's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each general liability insurance and automobile liability insurance policy shall be endorsed with the following specific language:

The City of Rancho Palos Verdes, 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 TDS, including materials, parts, or equipment furnished in connection with such work or operations.

The City of Rolling Hills Estates, 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 TDS, including materials, parts, or equipment furnished in connection with such work or operations.

The City of Rolling Hills, 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 TDS, including materials, parts, or equipment furnished in connection with such work or operations.

Verification of Coverage

TDS shall furnish certificates of insurance evidencing all the coverage required above, naming the Agency as additional insured. All endorsements are to be received and approved by Agency before work commences. All required information is to be mailed to the address shown in the NOTICE section of the Agreement.

27. COVENANT AGAINST DISCRIMINATION. TDS covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. TDS shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

28. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES. No officer or employee of each Agency shall be personally liable to the TDS, or any successor in interest, in the event of any default or breach by any of the Agencies or for any amount, which may become due to TDS or to its successor, or for breach of any obligation of the terms of this Agreement.

29. EFFECTIVE DATE OF THIS AGREEMENT. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument and shall be effective from and after January 1, 2022.

CITY OF RANCHO PALOS VERDES

By:_____

Name/Title:_____

Date:_____

CITY OF ROLLING HILLS ESTATES

By:_____

Name/Title:_____

Date:_____

CITY OF ROLLING HILLS

By:_____

Name/Title:_____

Date:_____

[SIGNATURES CONTINUE ON NEXT PAGE]

TURBO DATA SYSTEMS, INC.

By: Roberta J. Rosen
Roberta J. Rosen
President

By: Elie Sleiman
Elie M. Sleiman
Secretary

[END OF SIGNATURES]

Two corporate officer signatures required a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

AGREEMENT TO PROVIDE FOR PROCESSING OF PARKING CITATIONS BETWEEN TURBO DATA SYSTEMS AND THE CITIES OF ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES

EXHIBIT "A"
SCOPE OF SERVICES

TDS shall perform the following services in processing all parking citations:

A. **Basic Processing** – TDS will enter manual citations and citation dispositions into Agency's database within 2 business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, Agency Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the TDS-provided online system.

B. **Handheld Ticket writer Interface** - TDS will provide for automated import of electronic citations into Agency's database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Agency to upload into their handheld ticket writers. TDS will work with Agency to implement any changes required for handheld ticket writer equipment.

C. **System and Document Storage** - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Agency or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Agency or shredded.

D. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Agency access no later than the thirtieth (30th) day of the following month.

E. **DMV Interface for Registered Owner Name Retrieval** - Attempt to obtain names and addresses of registered owners of cited vehicles for those citations that have not been cleared prior to their notice generation date.

F. **Notice Processing** - Print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and name or address changes. The notice date shall be extended whenever there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.

G. **DMV Interface for Placing Registration Holds** - Transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within 2 business days after the date specified by the Agency to be the DMV Date.

H. **DMV Interface for Releasing Registration Holds** - Transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within 2 business days after TDS has received notification of clearance.

I. **DMV Interface for Monthly Payment File** – Receive payment file from DMV as available (currently monthly) and update DMV transactions into Agency's database, providing reporting for reconciliation purposes.

J. **Delivery Service** – Manual citations will be mailed or scanned to TDS by Agency at their own expense. TDS reports will be provided online. TDS will return any required documents via UPS and/or US Mail.

K. **Collection and Payment Processing** - TDS will provide the following collection and payment processing services for Agency:

- Provide P. O. Box where payments are mailed
- Courier pickup from P. O. Box daily
- Open all mail
- Verify payment amounts and record on computer system within 2 business days (48 hours)
- Respond to reasonable non-judicial public inquiries by phone and mail
- Return questionable mail to Agency for decision
- Make bank deposits to Agency bank account using check scanning
- Verify amounts deposited, by citation number
- Provide toll-free number for citizen inquiries
- Provide weekly reports for bank statement reconciliation
- Provide monthly Paid Citation Distribution Report for Agency to make surcharge payments to the County
- Scan checks and deposit parking funds (remote deposits) into Agency's bank account. Check scanning hardware and software is provided by Agency for its specific banking requirements.
- Contractor does not charge for remote deposits; however, the financial institution may charge a fee, which is the responsibility of the Agency.
- Agency's not set up for bank check scanning will incur additional courier fees.

L. **Out of State Citations** - TDS shall process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. TDS will incur all costs for out of state name retrieval, including out-of-state DMV fees and charges. TDS will receive payment from Agency based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued. This amount will be billed monthly for the prior months' receipts (as determined from our database and/or reports). Payments collected via credit card will also incur credit card fees.

M. **IVR and Web Payment Systems - Payment by Credit Card** - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Agencies are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each Agency receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the Agency's account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Agency will not be involved in the daily processing.

N. **Administrative Adjudication Processing** - TDS will provide for the processing of requests for contesting citations, allowing for Agency processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other

pertinent information. Administrative Review requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 2 years from their activity date and then shredded.

O. **Paperless Appeals (eAppealsPRO & Scanning)** – TDS will provide online appeal capability for the public to appeal their citations online. TDS will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. TDS will provide an online application to access the appeals, which will be searchable and sortable. TDS will keep an electronic history of processed appeals for at least two years.

P. **Online Inquiry Access for Agency's Staff** - Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Agency's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, view daily deposits made at TDS' facility and view daily file transfers sent from the handheld ticket writer software and received at TDS' facility. TDS' technical staff will provide support. TDS will provide a real-time secured high-speed connection to the citation database through the Agency's Internet connection.

Q. **Additional Notices**– TDS will mail **Other Correspondence** as required for processing.

R. **ICS Collection Service – Special Collections** - Outstanding citations (DMV No-Holds or DMV Transfer of Ownership Releases or Non-California plates) and any other citations deemed as delinquent citations by Agency are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments are processed daily and deposited to the Agency's regular citation processing bank account. The TDS Agency Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.

S. **Franchise Tax Board Offset Program** – TDS will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the FTB process. Agency will be required to complete required FTB paperwork and forms (with TDS'

assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process.

T. **Payment Plans** - The Contractor will have a payment plan system in place to comply with all legislation. The plan will allow for waivers, when necessary, for indigent and non-indigent individuals. Plan requests will be submitted to the Agency for review/approval/denial. The Contractor will mail correspondence to let the applicant know the status of their payment plan application and other details. Payment Plans allow the Agency to waive fees for indigent persons, adjust the length of the plan and set minimum payments due. If a plan defaults prior to full payment, the system automatically resumes the citation process (DMV, Collections, etc.). The Contractor will provide customized Agency specific information for indigent payment plans on pticket.com.

U. **Bank Account Management (Optional)**

TDS will open a trust account in the name of the Agency to receive parking deposits for all parking citation monies. TDS will handle any NSF checks from this account and reactivate the citations. TDS will process any required refund checks. TDS will send a, monthly surcharge check to the county based on reporting. TDS will pay their own invoice monthly and write a check to the Agency monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Agency of reconciliation.

V. **Handheld Ticketwriters – ticketPRO Magic**

TDS will provide ticketPRO Magic Units (phones and printers) and citations and envelopes as required at the pricing then in effect. TDS will provide maintenance and support for the Automated Citation Issuance System and the Field Units. RemoteConnect Support for devices while in the field. TDS will provide a data plan with unlimited voice/text messaging for field units. Software upgrades as newer versions become available. Support via email for support requests and for reporting software/hardware issues.

AGREEMENT TO PROVIDE FOR PROCESSING OF PARKING CITATIONS BETWEEN TURBO DATA SYSTEMS AND THE CITIES OF ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES

EXHIBIT "B" - CONSIDERATION

Basic Processing Services	**$1.255 per citation**
$300 minimum in basic processing services required	
Out of State Processing	**35% of amount collected**
No charge until payment is collected.	
Administrative Adjudication Letters	**$2.29 per letter mailed**
Includes processing all administrative review result letters, hearing result letters, scheduling of all hearings and processing hearing schedule letters for the public.	
Additional Correspondence	**$1.08 per letter mailed**
Paperless Appeals (eAppeals PRO)	**included with Administrative Adjudication**
Special Collections ICS (optional)	**33% of amount collected (optional)**
FTB Interagency Processing (optional)	**$2.50 per letter + 15% of amount collected**
Bank Account Management (optional)	**$100 per month plus bank fees/charges**
Refund Checks/NSF's	**$5.00 each**
Payment Plan Processing	**$10 per payment plan**
Payment Plan Letters	**$1.08 per letter mailed**
Courier Services for Banking	**$200 per month (not applicable if scanning checks to your account or a bank management Agency)**

Fee Increases:

Postal Rate Increase Offset – Fees will increase immediately to offset the amount of any postal increase.
Annual CPI Increase – Fees will increase according to the CPI for each 12-month period.

AGREEMENT FOR PROCESSING
OF PARKING CITATIONS

15 199

This Agreement is entered into as of November 23, 1993,[1/] by and between Turbo Data Systems, Inc. (TDS), a California Corporation, and the Cities of Rolling Hills Estates, Rancho Palos Verdes, and Rolling Hills, (unless otherwise indicated collectively referred to as "Customer").

WHEREAS, new legislation adopted by the State Legislature (AB 408) requires Cities to assume the responsibility from the municipal courts for processing parking citations issued by Cities;

WHEREAS, the Cities do not have a sufficient number of staff members available to undertake these additional tasks;

WHEREAS, TDS has represented to the Cities that it has the necessary expertise to undertake these tasks on behalf of the Cities;

WHEREAS, TDS and Customer desire to enter into an Agreement whereby TDS will process parking citations for Customer pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein the parties hereby agree as follows:

1. LEAD AGENCY. Rolling Hills Estates will act as the lead Customer and agent for all three Cities for purposes of this

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1/ The City Clerk is to insert the effective date; the effective date shall correspond to the effective date of the ordinance last adopted by any of the three Cities which is a party hereto, whereby each City assumes the responsibility for processing parking citations.

Agreement and shall serve as the liaison between the Cities and TDS. Thus, Rolling Hills Estates shall receive all reports, information and revenue, which are required to be provided by TDS pursuant to the provisions of this Agreement, on behalf of all three Cities. Rolling Hills Estates shall supply copies of all reports or data provided by TDS to Rolling Hills and Rancho Palos Verdes within thirty (30) days of receipt of same from TDS. Rolling Hills Estates also shall provide to Rolling Hills and Rancho Palos Verdes a monthly report indicating the share of the prior month's revenues which is to be allocated to each City and shall distribute such monthly revenue to each City.

2. PURPOSE. The purpose of this Agreement is for TDS to process parking citations for Customer in a timely manner.

3. SCOPE OF SERVICES. When and as directed by Customer, TDS shall perform the following services in processing all parking citations:

A. Process all parking citations delivered to TDS by Customer until such time as TDS is (1) notified of their final disposition; or (2) thirty (30) months have passed after their date of issuance.

B. Provide monthly reports to Customer indicating the status of all citations no later than the thirtieth (30th) day of the following month.

C. Attempt to obtain names and addresses of registered owners of cited vehicles by conducting a thorough search of appropriate records for those citations that have not been cleared prior to their delinquent date.

D. If no payment has been made and no administrative review has been requested, print the required Notice of Delinquent Parking Violation within fifteen (15) days after the citation has been issued, mail the Notice of Delinquent Parking Violation to each registered owner whose name has been retrieved, provided however, in processing any citation which was delinquent as of the effective date of this Agreement, TDS shall have one (1) month to mail the Notice of Delinquent Parking Violation to the registered owner. These time periods shall be extended whenever there is an unusual delay in delivery of information or citations to TDS.

E. Transmit a Notice of Delinquency to the California Department of Motor Vehicles ("DMV") for citations issued in California to vehicles with California license plates after a Notice of Delinquent Parking Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within thirty (30) days after the date specified by the Customer to be the DMV Date.

F. Transmit Notice of Delinquency to the California DMV that a Notice of Delinquency has been cleared within thirty (30) days after TDS has received notification of clearance.

G. Customer shall be responsible for delivering all citations, payment information and records of disposition to TDS' place of business, at the address set forth in paragraph 19, by the United States mail or other carrier messenger.

H. TDS will provide the following collection services for Customer:

* Provide a P.O. Box where payments are mailed;
* Courier pickup from P.O. Box daily;
* Open all mail;
* Verify payment amounts and record on computer system;
* Return questionable mail to Customer for decision;
* Make bank deposits to Customer's bank account;
* Verify amounts deposited, by Citation Number;
* Provide a toll-free 800 number for citizen inquiries; and
* Provide weekly reports for bank statement reconciliation.

Except for those services specified in this paragraph, TDS shall not be responsible for collecting or receiving payments on citations issued by Customer.

I. TDS shall process citations issued for vehicles not registered in California by entering the citation information into the system database and reporting them in the standard reports along with all other citations entered on the database. If and when they become

delinquent, requests for registered owner information will be sent to the appropriate out-of-state department of motor vehicles. At the same time, a Notice of Intent will be generated to the registered owner informing him or her that a request for registered owner information has been made with his or her state's DMV, and the parking penalty amount will be requested. Return payments will be made to the same address as all other payments. All costs for this processing, including out-of-state DMV charges, will be incurred by TDS. TDS will receive from the Customer thirty-five percent (35%) of the revenues collected from out-of-state citations after the Notice of Intent has been issued. This amount will be billed monthly for the prior month's receipts (as determined from the TDS database and/or reports).

J. TDS shall process contested parking citations in a manner that complies with state law, Customer's parking citation processing ordinance, and the following procedures:

TDS will administer an administrative adjudication process including the hearing and disposition of all contested parking violations. In hearing contested parking citations, TDS will abide by the provisions of the Parking Citation Administrative Adjudication Manual, which has been approved by Customer, and Customer's parking citation processing ordinance. The

process will include the following scope of services for each of the main activities:

Contesting a Citation:

By telephone - TDS will respond to questions on the 800 number regarding the contesting of parking citations by explaining the new adjudication procedures provided in AB 408. Contestants will be told that they must first request an initial review either by mailing a letter indicating their reasons for contesting the citation, by telephoning Customer to request an initial review, or by going to Customer and filing a "Request for Administrative Review Form" to contest the citation.

Contesting by mail - TDS will open all mail received and gather all requests to contest together for Customer. Only citations meeting the pre-defined date criteria (postmarked within 21 days after issuance or 10 days after the mailing of the delinquent notice) will be forwarded to the City which issued the citation for an initial review. Those requests not meeting these specific date criteria will receive a "Too Late to Request an Administrative Review" letter. Each citation sent to the City for review will have a

"Customer hold" placed on it so that no further processing occurs during the contesting process.

Contesting in person - A "Request for Administrative Review Form" will be available at each City's city hall for contestants to fill out and submit to TDS by mail or, if Customer desires, by the regularly scheduled courier to Customer (if provided by TDS). TDS will gather all requests for an initial review together for each Customer. Only citations meeting the pre-defined date criteria (postmarked within 21 days after issuance or 10 days after the mailing of the Notice of Delinquent Parking Violation) will be forwarded to Customer. Those requests not meeting these specific date criteria will receive a "Too Late to Request an Administrative Review" letter. Each citation sent to the City for review will have a "Customer hold" placed on it so that no further processing occurs during the contesting process.

Notification to Customer - Administrative Reviews - All Correspondence regarding the contesting of citations will be delivered to Customer in accordance with a predetermined schedule approved by Customer and TDS. Each City will perform its own initial review of contested parking citations issued by that City. The outcome of these administrative reviews will be

communicated to TDS on the "Administrative Review Disposition Form". TDS will mail the "Result of Administrative Review" letter to each contestant informing them of the disposition of the initial review. The letter also will indicate to the contestant the right to further request an administrative hearing, either in writing or in person, by paying to TDS the full amount of the parking penalty along with either a written statement from which to adjudicate the contestant's claim or a request for a hearing date. Each letter will include a non-postpaid return envelope to encourage payment of the parking penalty. Each contestant will have 15 days from the date of the mailing of the "Result of Administrative Review" letter to pay to TDS the full amount of the parking penalty and request an administrative hearing. The delinquent date for additional penalties will coincide with this date.

Scheduling of Administrative Hearings - Parking penalties received by mail with a request for a hearing will be deposited into Customer's bank account immediately like any other payment. Partial payments will be treated as unusual and will be followed by the sending of a Notice of Delinquent Payment requesting payment in full. If a payment is received and it is after the 15 day time period, the payments will be

processed and the citations will be closed. Contestants will be notified with the "Too Late to Request an Administrative Hearing" letter if the payment and request for administrative hearing is received after the 15 day time limit.

Hearings In-Person - Contestants requesting a hearing in-person will be notified of a hearing date and location on the mailed "Hearing Date Notification" letter. Hearings will be conducted in an area provided by Customer. The area shall include a closed office for the hearing with an adjacent lobby for contestants waiting to be heard.

Hearings by Written Declaration - Written hearing statements will be placed in the written declaration file to be decided upon by the hearing examiner on a pre-determined schedule, agreed upon by Customer and TDS.

Administrative Hearings - Only those contestants who have filed timely requests for a hearing and which are then scheduled for a hearing by TDS will be heard by the hearing examiner. The hearing examiner will make all decisions based on the guidelines outlined in Customer's Administrative Adjudication Manual.

Decisions will be made after the hearing and results mailed to the contestant in the "Result of Administrative Hearing" letter. Contestants not appearing at the scheduled date and location will have their citation closed (as payment was already received). Rescheduling of a hearing date will be permitted only once per citation, provided that the request for rescheduling is made either by phone or mail at least one week prior to the scheduled administrative hearing date.

Results of Administrative Hearings - If a citation is dismissed by the hearing examiner, TDS will prepare a "Result of Administrative Hearing" letter to be sent to the contestant. These letters will indicate the amount of the refund and will be given to the appropriate City so that the City may prepare a refund check for each contestant. The City will then be responsible for preparing and mailing the refunds with the letters to each contestant.

If a citation is not dismissed by the hearing examiner, TDS will prepare and send by mail a "Result of Administrative Hearing" letter to the contestant. This letter also will include any explanation desired by Customer regarding the contestant's further contesting rights.

K. TDS shall prepare an audited report at the end of each fiscal year pursuant to the requirements of Vehicle Code Section 40200.3 or any successor statute.

L. For parking citations, TDS shall charge the parking penalties and any related administrative fees pursuant to Customer's Parking Citation Penalty Schedule.

M. TDS shall itemize, pursuant to Customer's Parking Citation Penalty Schedule, the parking citations issued, the parking penalties collected per citation, and the amounts or percentages of the parking penalties which have been collected which are to be distributed to Los Angeles County.

4. TERM. This Agreement shall be effective for a period of one (1) year and will be extended automatically for additional one-year periods, unless any party gives written notice to the other parties of its intent to terminate the agreement, at least sixty (60) days prior to commencement of the successive renewal year.

5. CONSIDERATION. In consideration for services performed by TDS as provided in this Agreement, Customer shall pay TDS the following amounts for the services listed below:

- **Processing fee per Citation $1.10**

Due to the fact that fees for processing services are determined by unit and that there are certain fixed costs required to perform these services, regardless of volume, the minimum monthly invoice amount to Customer, for all three Cities, shall be $300.00.

- **Fee per letter sent: $1.00**
  - *** Too late to Request Administrative Review Letter**
  - *** Result of Administrative Review Letter**
  - *** Too Late to Request a Hearing Letter**
  - *** Hearing Date Notification Letter**
  - *** Result of Hearing Letter**
- **Fee per each hearing conducted (written or in-person) $10.00**

If postal rates increase during the term of this Agreement, the compensation per notice sent shall be raised immediately to offset the effect of the postal rate increase.

If telecommunication rates increase during the term of this Agreement, upon notice by TDS to Customer of the amount of any telecommunications cost increase, the compensation for telecommunications costs shall be raised immediately to offset the rate increase.

Commencing on December 1, 1994, and each successive year that this Agreement continues in effect, the cost per item set forth above may be adjusted as follows: The United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for all Urban Consumers, Los Angeles-Long Beach-Anaheim, California: ("Index") which is published on the date nearest the date of each successive contract year ("Adjustment Index"), shall be compared with the Index published on the date nearest the date of execution of this Agreement ("Beginning Index"). If the Adjustment Index has increased over the Beginning Index, the

amount payable by Customer during each subsequent shall be determined by multiplying the processing fee set forth above by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. In no event shall the fee charged to Customer be less than the amount set forth above; and in no event shall the fee charged to Customer increase more than ten percent (10%) per Agreement year.

6. PAYMENT OF FEES. Charges determined on the basis set forth in Section 5 shall be billed on a monthly basis and payment therefor shall be made within thirty (30) days after submission of each separate invoice.

7. ACCOUNTING RECORDS. Records of the citations processed by TDS shall be available for examination by Customer or its authorized representative(s) at a time agreeable to Customer and TDS within one week following a request by Customer to examine such records. Failure by TDS to permit such examination within one (1) week of a request shall permit Customer to withhold all further payments until such examination is completed, unless an extension of time for examination is authorized by Customer in writing. In addition, TDS shall prepare and provide to Customer the annual audited report required by Customer's ordinance.

8. TIME OF PERFORMANCE. Time is of the essence, and TDS shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purposes of this Agreement as set forth in Sections 2 and 3.

9. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, TDS shall be an independent contractor and shall not be an employee of Customer. TDS shall comply with the procedures established by Customer in Customer's ordinance, this Agreement, and Customer's Administrative Adjudication Manual; however, Customer shall not have the right to control the means by which TDS accomplishes the services rendered pursuant to this Agreement.

10. FACILITIES AND EQUIPMENT. TDS shall at its own cost and expense, provide all personnel, facilities and equipment which may be required for performance of the services required by this Agreement. Office space for hearings conducted by TDS hearing examiners shall be provided by Customer at the following location _____.

11. INDEMNIFICATION BY TURBO DATA SYSTEMS, INC. TDS is skilled in the professional calling necessary to perform the services and duties agreed to be performed by TDS under this Agreement, and Customer, not being skilled in such matters, relies upon the skill and knowledge of TDS to perform said services and duties in the most skillful manner. Therefore, TDS agrees to indemnify, hold harmless and defend every officer, employee, and representative of Customer, from any and all liability or financial loss resulting from any suits, claims, losses or actions brought by any person or persons including, but not limited to, officers and employees of TDS and from all costs and expenses of litigation brought against Customer, its officers and employees arising directly or indirectly from any negligent

or wrongful act or omission by TDS or any person employed by TDS in the performance of this Agreement.

12. LIABILITY LIMITATION AND INDEMNIFICATION BY CUSTOMER. TDS shall use due care in processing work of the Customer but TDS shall be responsible only to the extent of correcting any errors which are due to the equipment or personnel of TDS; such errors shall be corrected by TDS at no additional charge to the Customer. TDS shall not be responsible for Customer's losses and expenses resulting from erroneous source materials or information provided to TDS by Customer. Customer shall indemnify and hold harmless TDS and its officers, directors, shareholders, employees and representatives from any and all claims, demands, liability, damages and judgments arising out of erroneous information provided to TDS by Customer.

13. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. In the performance of this Agreement, TDS shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Section 410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200, 217), whichever is more restrictive.

14. AGENCY. Except as Customer may specify in writing, TDS shall have no authority, expressed or implied, to act on behalf of the Customer in any capacity whatsoever as an agent. TDS shall have no authority, expressed or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

15. CHANGES IN LAW. Should there be any changes in the law applicable to the processing of parking citations which would require material changes in the method of the processing as contemplated in this Agreement, or materially reduce or eliminate the amount of revenue received by Customer from parking citations, this Agreement shall terminate on the date such law becomes effective, provided either party gives sixty (60) days notice of termination in writing to the other party. Any changes in the processing of parking violations as a result of a changes in the law or DMV regulations affecting such violations, which do not materially add to the cost of processing such citations by TDS, shall be implemented by TDS at the request of Customer, provided, however, that the cost of such implementation does not exceed the fee paid to TDS for performing such services. If any such change results in the cost of processing citations exceeding the amounts provided for in Section 5 and the Customer declines to amend this Agreement to provide for the payment of such increased costs, the Agreement shall terminate as of the effective date of the change in the law or regulations, provided either party gives sixty (60) days notice of termination in writing to the other party.

16. OWNERSHIP. Customer acknowledges that the software and software programs which were developed by TDS and used by Customer or used for Customer's benefit in connection with this Agreement are the sole property of TDS, and Customer obtains no right or interest in the software by virtue of this Agreement.

17. FORCE MAJEURE. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but are not limited to, Acts of God, strikes, riots, acts of war, epidemics, fire, communication line failure, earthquakes or other disasters.

18. TERMINATION. This Agreement may be terminated by any party upon sixty (60) days written notice prior to the commencement of any renewal year. However, if there is a material breach of the terms of this Agreement by TDS, Customer may cancel or terminate this Agreement at any time, provided that Customer has notified TDS in writing of the breach and has given TDS thirty (30) days to cure said breach. If the breach is not cured within the thirty-day period, the Agreement shall be terminated as of the end of the thirty-day period.

19. NOTICE. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by certified mail addressed to:

TDS: Turbo Data Systems, Inc.
14272 Franklin Avenue, Suite 100
Tustin, California 92680
Roberta J. Rosen, President

CUSTOMER: City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, California 90274
City Manager

unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

20. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes any and all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by a written instrument signed by all the paries hereto. This Agreement may only be assigned with the express written consent of each of the parties hereto. In the event that any provision hereof is deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

21. LITIGATION COSTS. If any legal action or any other proceeding is brought to enforce the terms of this Agreement, because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover their reasonable attorneys' fees and other costs incurred in that action or proceeding, including the costs of appeal, in addition to any other relief to which it or they may be entitled.

22. INSURANCE. TDS shall procure and maintain during the term of this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by TDS, its agents, representatives or employees:

A. Comprehensive General Liability $1,000,000 combined single limit for each occurrence;

B. Workers' Compensation as required by the Labor Code of California.

Executed as of the year and date first written above.

Dated: November 23, 1993

CITY OF ROLLING HILLS ESTATES

By: Barbara Rauch
Mayor Pro Tem

Dated: November 23, 1993

CITY OF RANCHO PALOS VERDES

By: [signature]
Mayor

Dated: November 23, 1993

CITY OF ROLLING HILLS

By: Jody Murdock
Mayor

Dated: 12/21/93

TURBO DATA SYSTEMS, INC.

By: [signature]
Roberta J. Rosen
President

ORDINANCE NO. 296

AN ORDINANCE OF THE CITY OF RANCHO PALOS VERDES ESTABLISHING UNIFORM PARKING CITATION PROCESSING PROCEDURES, AMENDING THE RANCHO PALOS VERDES MUNICIPAL CODE AND REPEALING ORDINANCE NO. 295 U.

THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings. This Parking Citation Processing Ordinance is adopted pursuant to Assembly Bill 408, approved and filed with the Secretary of State on September 30, 1992, which amends Sections 40200, 40200.3, 40200.4, 40200.5, 40200.7, 40202, 40203.5, 40204, 40205, 40206, 40206.5, 40207, 40209, 40210, 40211, 40215, 40220, 40221, 40224, and 40225 of the California Vehicle Code, and which mandates the transfer of parking citation processing functions from courts to cities between July 1, 1993 and January 1, 1994. Cities and/or their designated processing and/or issuing agencies are required to establish an administrative review procedure for those persons desiring to contest parking citations. This Ordinance establishes such a procedure.

SECTION 2. The Rancho Palos Verdes Municipal Code is hereby amended by adding thereto a new Chapter 10.28 to Title 10 to read as follows:

PARKING CITATION PROCESSING

10.32.010 Title. This Chapter shall be known as the Parking Citation Processing Ordinance of the City of Rancho Palos Verdes.

10.32.020 Definitions. Except where the context otherwise requires, the definitions provided in this Section shall govern the construction of this Chapter.

A. "Agency" shall mean the "processing agency" as defined below.

B. "City" shall at all times refer to the City of Rancho Palos Verdes.

C. "Contestant" shall mean any "operator" or "registered owner" as defined in this Section who contests a parking citation.

D. "Department" shall mean the Department of Motor Vehicles.

E. "Hearing Examiner" shall mean any individual selected by the City, or if the City elects to contract for parking citation processing services, that individual selected by the processing agency authorized to administratively adjudicate parking citation contests.

F. "Issuing Agency" shall mean the City or its authorized agent that issues parking citations.

G. "Issuing Officer" shall mean a peace officer as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of the California Penal Code, or the successor statutes thereto, or any other person authorized by the City to issue a parking citation.

H. "Operator" shall mean any individual driving and/or in possession of a vehicle at the time a citation is issued or the registered owner.

I. "Parking Citation" shall mean a notice that is personally given or mailed to the operator, or attached to the operator's vehicle, informing the operator of a parking, equipment and/or other vehicle violation and the operator's right to elect to pay the parking penalty for the violation or contest the citation.

J. "Parking Penalty" includes, but is not limited to, the parking penalty for the particular violation, as well as late payment penalties, administrative fees, assessments, costs of collection as provided by law, and other related fees.

K. "Processing Agency" shall mean the City or its authorized agent that processes parking citations and issues notices of delinquent parking violations on behalf of the City.

L. "Registered Owner" shall mean the individual or entity whose name is recorded with the Department of Motor Vehicles as having ownership of a particular vehicle.

M. "Vehicle" shall mean a vehicle as defined in the California Vehicle Code.

N. "Violation" shall mean any parking, equipment or other vehicle violation as established pursuant to state law or local ordinance.

10.32.030 Authority to Contract with Outside Agencies. The City may issue and/or process parking citations and notices of delinquent parking violations, or it may enter into a contract for that purpose with a private parking citation processing agency, or with another city, county, or other public issuing or processing agency.

Any contract entered into pursuant to this Section shall provide for monthly distribution of amounts collected between the parties, except amounts payable to the County pursuant to Chapter 12 (commencing with Section 76000) of Title 8 of the California Government Code, or the successor statutes thereto, and amounts payable to the Department pursuant to California Vehicle Code Section 4763 or the successor statute thereto.

10.32.040 Authority to Conduct Administrative Review Process; Hearing Officer; Procedures. The processing agency may review appeals or other objections to a parking citation pursuant to the procedures set forth in this Section.

A. For a period of twenty one (21) days from the issuance of the parking citation, or ten (10) days from the mailing of the notice of delinquent parking citation, an operator may request initial review by the processing agency. The request for initial review may be made in writing, by telephone or in person.

B. The initial review by the processing agency shall consist of those procedures outlined in Subdivision 1 of paragraph A of Section 28.04.130.

C. If the operator is dissatisfied with the results of the initial review, the operator may contest the parking citation or notice of delinquent parking violation through an administrative hearing review process as outlined in Section 28.04.130.

In order to contest the parking citation, the operator must deposit with the processing agency the full amount of the parking penalty on or before the fifteenth (15th) day following the mailing to that operator of the results of the processing agency's initial review. At the same time, the operator must provide a written explanation of the reason or reasons for contesting the parking citation on a form provided by the processing agency. If the operator is unable to deposit the full amount of the parking penalty, the operator must provide verifiable and substantial proof of an inability to deposit the parking penalty. Upon presentation of such proof, the processing agency shall proceed with the contest procedure despite the operator's failure to deposit the full amount of the parking penalty. If it is ultimately determined that the operator is not liable for the parking violation, then the full amount of the parking penalty deposited shall be refunded.

The contestant may contest the parking citation either by written declaration, on forms provided by the processing agency, or by personal appearance before a hearing examiner.

D. Notwithstanding the provisions of Paragraph C of this Section, if the vehicle has been immobilized or impounded for unpaid parking citations, the processing agency shall permit the registered owner of the vehicle to contest the parking citations upon which the seizure was based, without requiring a deposit of the parking penalty, provided that the vehicle remains under the control of the immobilizing or impounding agency.

E. The processing agency shall provide, through an administrative policy, a procedure for contesting parking citations and notices of delinquent parking violations.

10.32.050 Process by which Parking Citations Must Be Issued. Parking citations shall be issued in accordance with the following procedures:

A. If a vehicle is unattended at the time that the parking citation is issued for a parking violation, the issuing officer shall securely attach to the vehicle the parking citation setting forth the violation, including reference to the section of the California Vehicle Code, the City's Municipal Code, or other parking regulation violated; the approximate time of the violation; the location of the violation, and the date by which the operator is to deposit the parking penalty or contest the parking citation pursuant to Section 28.04.130. The citation shall state the amount of the parking penalty and the address of the agent authorized to receive deposit of the parking penalty.

The parking citation shall also set forth the vehicle license number and registration expiration date, if such date is visible; the last four digits of the vehicle identification number, if that number is visible through the windshield; the color of the vehicle; and, if discernable, the make of the vehicle.

B. The parking citation, or copy thereof, shall be considered a record kept in the ordinary course of business of the issuing agency and the processing agency, and shall be prima facie evidence of the facts contained therein.

C. Once the parking citation is prepared and attached to the vehicle pursuant to Paragraph A above, the issuing officer shall file notice of the parking violation with the processing agency.

D. If during issuance of the parking citation, without regard to whether the vehicle was initially attended or unattended, the vehicle is driven away prior to attaching the parking citation to the vehicle, the issuing officer shall file the notice with the processing agency. The processing agency shall mail, within fifteen (15) days of issuance of the parking citation, a copy of the parking citation to the registered owner.

E. If after a copy of the parking citation is attached to the vehicle, or personally given to the operator, the issuing agency or the issuing officer determines that the issuing officer was in error in issuing the parking citation, the issuing officer or the issuing agency may recommend, in writing, that the parking citation be canceled. The recommendation shall state the reason or reasons for cancellation and shall be filed with the processing agency.

Under no circumstance shall a personal relationship with any public official, officer, issuing officer, or law enforcement agency be grounds for cancellation, and under no circumstances shall payment be made to the issuing officer.

F. If a processing agency makes a finding that there are grounds for cancellation as set forth in the City's administrative policy, or pursuant to any other basis provided by law, then the finding or findings shall be filed with the processing agency, and the parking citation shall be canceled pursuant to Subdivision 1 of Paragraph A of Section 28.04.130.

10.32.060 Parking Penalties.

A. Parking penalties shall be established by resolution of the City Council.

B. All parking penalties received by the processing agency shall accrue to the benefit of the City.

10.32.070 Parking Penalties Received by Date Fixed; No Contest; Request to Contest. If payment of the parking penalty is received by the processing agency and there is no contest by the date fixed on the parking citation, all proceedings as to that parking citation shall terminate.

If the operator contests the parking citation, the processing agency shall proceed in accordance with Section 28.04.130.

10.32.080 Parking Penalties Not Received by Date Fixed. If payment of the parking penalty is not received by the processing agency by the date fixed on the parking citation, the processing agency shall deliver to the registered owner a notice of delinquent parking violation pursuant to Section 28.04.090.

Delivery of a notice of delinquent parking violation may be made by personal service or by first class mail addressed to the registered owner of the vehicle as shown on the records of the Department.

10.32.090 Notice of Delinquent Parking Violation; Contents. The notice of delinquent parking violation shall contain the information required to be included in a parking citation pursuant to Section 28.04.050. The notice of delinquent

parking violation shall also contain a notice to the registered owner that, unless the registered owner pays the parking penalty or contests the citation within ten (10) days after mailing the notice of delinquent parking violation or completes and files an affidavit of nonliability that complies with Section 28.04.110 or Section 28.04.120, the vehicle registration shall not be renewed until the parking penalties have been paid. In addition, the notice of delinquent parking violation shall contain, or be accompanied by, an affidavit of nonliability and information concerning what constitutes nonliability, information as to the effect of executing an affidavit, and instructions for returning the affidavit to the issuing agency.

If the parking penalty is paid within ten (10) days after the mailing of the notice of delinquent parking violation, no late penalty or similar fee shall be charged to the operator.

10.32.100 Copy of Citation upon Request by Registered Owner.

A. Within fifteen (15) days of request, made by mail or in person, the processing agency shall mail or otherwise provide to the registered owner, or the registered owner's agent, who has received a notice of delinquent parking violation, a copy of the original parking citation. The issuing agency may charge a fee sufficient to cover the actual cost of copying and/or locating the original parking citation, not to exceed two ($2) dollars. Until the issuing or processing agency complies with a request to provide a copy of the parking citation, the processing agency may not proceed to immobilize the vehicle in question merely because the registered owner has received five or more outstanding parking violations over a period of five or more days.

B. If the description of the vehicle on the parking citation does not substantially match the corresponding information on the registration card for that vehicle the processing agency shall, on written request of the operator, cancel the notice of parking violation.

10.32.110 Affidavit of Nonliability; Leased or Rented Vehicle. A registered owner shall be released from liability for a parking citation if the registered owner files with the processing agency an affidavit of nonliability in a form satisfactory to the processing agency and such form is returned within thirty (30) days after the mailing of the notice of delinquent parking violation together with proof of a written lease or rental agreement between a bona fide rental or leasing company and its customer which identifies the renter or lessee and provides the operator's driver's license number, name and address. The processing agency shall serve or mail to the renter or lessee identified in the affidavit of nonliability a notice of delinquent parking violation. The processing agency shall inform the renter or lessee that he or she must pay the full amount of

the fine, or provide notice to the processing agency that he or she intends to contest the parking citation pursuant to Section 28.04.130 within fifteen (15) days of the mailing of the notice of delinquent parking violation. If the processing agency does not receive payment of the parking citation or does not receive notice of an intent to contest within fifteen (15) days, the processing agency may proceed against the renter or lessee pursuant to Section 28.04.140.

10.32.120 Affidavit of Nonliability; Sale. A registered owner of a vehicle shall be released from liability for a parking citation issued to that vehicle if the registered owner served with a notice of delinquent parking violation files with the processing agency, within thirty (30) days of receipt of the notice of delinquent parking violation, an affidavit of nonliability together with proof that the registered owner served with a notice of delinquent parking violation has made a bona fide sale or transfer of the vehicle and has delivered possession thereof to the purchaser prior to the date of the alleged violation. The processing agency shall obtain verification from the Department that the former owner has complied with the requirements necessary to release the former owner from liability pursuant to California Vehicle Code Section 5602 or the successor statute thereto.

If the registered owner has complied with California Vehicle Code Section 5602, or the successor statute thereto, the processing agency shall cancel the notice of delinquent parking violation with respect to the registered owner.

If the registered owner has not complied with the requirements necessary to release the owner from liability pursuant to California Vehicle Code Section 5602, or the successor statute thereto, the processing agency shall inform the registered owner that the citation must be paid in full or contested pursuant to Section 28.04.130. If the registered owner does not comply, the processing agency shall proceed pursuant to Section 28.04.140.

10.32.130 Contesting Parking Citation; Procedure.

A. If an operator or registered owner contests a parking citation or a notice of delinquent parking violation, the processing agency shall do all of the following:

1. First, either investigate with its own records and staff or request that the issuing agency investigate the circumstances of the citation with respect to the contestant's written explanation of the reason or reasons for contesting the parking citation.

If, based on the results of that investigation, the processing agency is satisfied that the violation did not occur, or the registered owner was not

responsible for the violation by virtue of having sold, rented or leased the vehicle, or because legally supportable or mitigating circumstances as set forth in the City's administrative policy warrant a dismissal, the processing agency shall cancel the parking citation, and make an adequate record of the reason or reasons for canceling the parking citation. The processing agency shall mail the results of the investigation by first class mail to the contestant within ten (10) days of the decision.

2. If the contestant is not satisfied with the results of the investigation provided for in Subdivision 1, the contestant may, within fifteen (15) days of the mailing of the results of the initial investigation, deposit the amount of the parking penalty or provide proof of an inability to deposit the parking penalty, and request an administrative hearing.

3. If the contestant prevails at the administrative hearing, then the full amount of the parking penalty deposited shall be refunded.

B. The administrative hearing procedure shall consist of the following:

1. The contestant shall make a written request for administrative hearing on a form and in a manner satisfactory to the processing agency, and may request to contest the parking citation either in person or by written declaration.

2. If the contestant is a minor, that person shall be permitted to appear at a hearing or admit responsibility for a parking citation without the necessity of the appointment of a guardian. The processing agency may proceed against the minor in the same manner as if the minor were an adult.

3. The administrative hearing shall be conducted before an examiner designated to conduct the hearing by the City Council or by the processing agency.

C. The issuing officer shall not be required to participate in an administrative hearing. The issuing agency shall not be required to produce any evidence other than the parking citation or copy thereof, and information received from the Department identifying the registered owner of the vehicle.

This documentation in proper form shall be considered prima facie evidence of the violation.

D. The processing agency's final decision shall be in writing and delivered personally to the contestant or the contestant's agent, or delivered by first class mail within ten (10) working days following the hearing.

E. If the contestant is not the registered owner of the vehicle, all notices to the contestant required under this Section shall also be given to the registered owner by first class mail.

10.32.140 Collection of Unpaid Parking Penalties. Except as otherwise provided below, the processing agency shall proceed under Paragraph A or Paragraph B, but not both, in order to collect an unpaid parking penalty:

A. File an itemization of unpaid parking penalties and other related fees with the Department for collection pursuant to the California Vehicle Code Section 4760 or the successor statute thereto.

B. If more than four hundred ($400) dollars in unpaid parking penalties and other related fees have been accrued by any one registered owner or the registered owner's renter, lessee or sales transferee, proof thereof may be filed with the court which has the same effect as a civil judgment. Execution may be levied and such other measures may be taken for the collection of the judgment as are authorized for the collection of unpaid civil judgments entered against a defendant in an action against a debtor.

The processing agency shall send notice by first-class mail to the registered owner or renter, lessee, or sales transferee indicating that a civil judgment has been filed and the date that the judgment shall become effective. The notice shall also indicate the time: that execution may be levied against that person's assets, that liens may be placed against that person's property, that the person's wages may be garnished, and that other steps may be taken to satisfy the judgment. The notice shall also state that the processing agency will terminate the commencement of a civil judgment proceeding if all parking penalties and other related fees are paid prior to the date set for hearing. If judgment is entered, then the City may file a writ of execution or an abstract with the court clerk's office identifying the means by which the civil judgment is to be satisfied.

If a judgment is rendered for the processing agency, that agency may contract with a collection agency licensed pursuant to Chapter 8 (commencing with Section 6850) of Division 3 of the California Business and Professions Code, or the successor statutes thereto, to collect the judgment.

The processing agency shall pay the established first paper civil filing fee at the time an entry of civil judgment is requested.

C. If the registration of the vehicle has not been renewed for (60) days beyond the renewal date, and the citation has not been collected by the Department pursuant to the California Vehicle Code Section 4760, or the successor statute thereto, then the processing agency may file proof of unpaid penalties and fees with the court which has the same effect as a civil judgment as provided above in Paragraph B.

D. The processing agency shall not file a civil judgment with the court relating to a parking citation filed with the Department unless the processing agency has determined that the registration of the vehicle has not been renewed for sixty (60) days beyond the renewal date and the citation has not been collected by the Department pursuant to the California Vehicle Code Section 4760 or the successor statute thereto.

10.32.150 Obligation of Processing Agency Once Parking Penalty Paid.

A. If the operator or registered owner served with notice of delinquent parking violation, or any other person who presents the parking citation or notice of delinquent parking violation, deposits the penalty with the person authorized to receive it, the processing agency shall do both of the following:

1. Upon request, provide the operator, registered owner, or the registered owner's agent with a copy of the citation information presented in the notice of delinquent parking violation. The processing agency shall, in turn, obtain and record in its records the name, address and driver's license number of the person actually given the copy of the citation information.

2. Determine whether the notice of delinquent parking violation has been filed with Department or a civil judgment has been entered pursuant to Section 28.04.140.

B. If the processing agency receives full payment of all parking penalties and other related fees and the processing agency has neither filed a notice of delinquent parking violation nor entered a civil judgment, then all proceedings for that citation shall cease.

C. If the notice of delinquent parking violation has been filed with the Department and has been returned by the Department pursuant to the provisions of the California Vehicle Code and payment of the parking penalty has been made, along with any other related fees, then the proceedings for that citation shall cease.

D. If the notice of delinquent parking violation has been filed with the Department and has not been returned by the Department, and payment of the parking penalty along with any other fees applied by either the Department or the processing

agency or both have been made, the processing agency shall do all of the following:

1. Deliver a certificate of payment to the operator, or other person making payment,

2. Within five (5) working days transmit payment information to the Department in the manner prescribed by the Department,

3. Terminate proceedings on the notice of delinquent parking violation,

4. Deposit all parking penalties and other fees as required by law.

10.32.160 Deposit of Parking Penalties with the City. All parking penalties collected, including process service fees and costs related to civil debt collection, shall be deposited to the account of the processing agency, and then remitted to the City, if the City is not also the processing agency.

If the City is not the processing agency, then the City shall enter into an agreement with the processing agency for periodic transfer of parking citation receipts, along with a report setting forth the number of cases processed and the sums received.

10.32.170 Filing of Annual Reports. The processing agency shall prepare an audited report at the end of each fiscal year setting forth the number of cases processed, and all sums received and distributed, together with any other information that may be specified by the City or its authorized issuing agency or the State Controller. The report is a public record and shall be delivered to the City and its authorized issuing agency.

SECTION 3 Savings Clause. If any section, subsection, part, paragraph, clause, sentence or phrase of this Ordinance or the application thereof is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the validity of the remaining portions of the Ordinance and the application thereof shall not be affected, and the Ordinance shall remain in full force and effect, it being the intention of the City Council to adopt each and every section, subsection, part, paragraph, clause, sentence or phrase regardless of whether any other section, subsection, part,paragraph, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

SECTION 4. Repeal of Ordinance No. 295 U. Ordinance No. 295 U is hereby repealed.

PASSED, APPROVED AND ADOPTED this 21 day of December, 1993.

Mayor

ATTEST:

City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF RANCHO PALOS VERDES)

I, JO PURCELL, City Clerk of the City of Rancho Palos Verdes, hereby certify that the whole number of members of the City Council of said City is five; that the foregoing ordinance, being Ordinance No. 296, passed first reading on December 7, 1993, was duly and regularly adopted by the City Council of said City at a regular meeting held on December 21, 1993; and that the same was passed and adopted by the following roll call vote:

AYES: BYRD, McTAGGART, LYON, BROOKS, AND MAYOR KUYKENDALL
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

CITY CLERK
CITY OF RANCHO PALOS VERDES

ORD. NO. 296

RANCHO PALOS VERDES

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS AFFIDAVIT OF POSTING
CITY OF RANCHO PALOS VERDES)

The undersigned, being first duly sworn, deposes and says:

That at all times herein mentioned, she was and now is the appointed City Clerk of the City of Rancho Palos Verdes;

That on 12/23/93, she caused to be posted the following document entitled:

ESTABLISHING UNIFORM PARKING CITATION PROCESSING PROCEDURES, AMENDING THE RANCHO PALOS VERDES MUNICIPAL CODE AND REPEALING ORDINANCE NO. 295U.

a copy of which is attached hereto, in the following locations:

City Hall
30940 Hawthorne Blvd.
Rancho Palos Verdes

U. S. Post Office
28649 S. Western Ave.
Rancho Palos Verdes

Hesse Park
29301 Hawthorne Blvd.
Rancho Palos Verdes

Los Angeles County Fire Station
Miraleste Station
4000 Miraleste Plaza
Rancho Palos Verdes

Ladera Linda Community Center
32201 Forrestal Drive
Rancho Palos Verdes

Rancho Palos Verdes Park
30359 Hawthorne Blvd.,
Rancho Palos Verdes

I certify under penalty of perjury that the foregoing is a true and correct affidavit of posting.

CITY CLERK

Agenda Item No.: 10.A
Mtg. Date: 02/28/2022

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

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

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

SUBJECT: **ZONING CASE 21-13: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW A POOL, SPA, BBQ, LANDSCAPING, GRADING, AND OTHER IMPROVEMENTS FOR A PROPERTY LOCATED AT 4 STORM HILL LANE (GRZYWACZ)**

DATE: **February 28, 2022**

BACKGROUND:

On January 18, 2022, the Planning Commission unanimously voted to approve Resolution No. 2022-01 and Zoning Case No. 21-13 for a Site Plan Review for a 920-square-foot swimming pool and spa, grading, and other improvements for the subject property located at 4 Storm Hill Lane.

Zoning, Location, and Lot Description

The property is zoned RAS-2 and has a net lot area of 298,606 square feet (6.86 acres). The lot is developed with a 5,453-square-foot single family residence and a 950-square-foot garage. There are five existing building pads on site with approximately 40 feet difference in elevation. The existing residence, garage and project area are located on the highest and largest pad (45,702 square feet) in the middle of the property; the secondary pad (16,311 square feet) is located behind the main pad and contains a tennis court and guesthouse; the third pad (18,228 square feet) is in the southern portion of the property and contains an arena and corral; the fourth pad (3,869 square feet) is located south of the main pad and includes a corral; the fifth pad (8,065 square feet) in the front of the property is developed with a corral and stable. The existing topography of the project site has a gradual slope and is an ideal location for a swimming pool and spa in that it is located outside of required setbacks.

DISCUSSION:

Project Description

The applicant is proposing to construct a 920-square-foot swimming pool and spa, and 496 cubic yards (CY) of grading located on the main building pad. Also included in the Project, but not subject to discretionary review, is a request for a pool deck, pool equipment, barbecue and kitchen area, patio extension, water feature, trellis, garden, garden walls with a maximum height of three feet, and landscaping. The project includes 4,761 square feet of new flatwork:

2,719 square feet of patio area and 2,042 square for a pool deck. The proposed project will create 2,843 square feet of newly disturbed land, including the grading which will be balanced on site. Excavation for the swimming pool is exempt from grading calculations, but is included as part of the project to level the grade. No import or export of dirt will occur.

Site Plan Review
The applicant is requesting a Site Plan Review (SPR) to exceed the 800 square feet allowed by-right for a swimming pool, and conduct 496 CY of grading.

Swimming Pool
The proposed swimming pool and spa is 920 square feet. A Site Plan Review is required because the pool and spa exceeds the 800 square feet allowed by right. Section 17.46.020.A.2.a of the Rolling Hills Municipal Code states:

- "A swimming pool and spa, which is less than eight hundred square feet in area (area of surface water), that do not require grading and when such construction would not cause exceedance of the requirements for structural and total net lot coverage and disturbed area of the lot. For the purpose of this section, the actual excavation for the swimming pool or spa is not considered grading. However, should there be a need to create a buildable pad for the purpose of locating the swimming pool or spa on the pad, and if such construction does not meet the exemption criteria pursuant to Section 15.04.120 of the Building and Construction Code, a site plan review shall be required."

The proposed pool and spa is more than 800 square feet, which is the maximum size allowed without a Site Plan Review. The proposed pool and spa will not encroach into any required yards and will be on relatively flat land. The proposed uses will be located behind the house in an area with views of the Los Angeles basin. There are other locations on site for the proposed uses, however, the other locations are on separate building pads and are much smaller. Locating the proposed uses on a higher elevation, behind the residence, eliminates the line of sight to the pool and does not block the view from adjacent residences. As such, the proposed location is viable and safe for a pool and spa due to the existing topography.

Grading
The applicant is requesting to use the excavated dirt from the proposed swimming pool area to flatten the surrounding area. Typically, dirt excavated for a swimming pool and spa is exempt from grading calculations, however, the applicant will be using the 113 CY of dirt from the swimming pool/spa to flatten the surrounding area. As a result, no export of dirt will occur. The total grading for the project is 496 CY: 248 CY of cut and 248 CY of fill. A second area of grading near the front of the property will be done to create a garden area. A third area of grading occurs in the northern portion of the site to improve bio-infiltration of storm water. Balancing grading on site complies with the goals of the General Plan by eliminating the need to import or export dirt. The proposed grading will not impact site drainage.

Section 17.46.050 - Required Site Plan Review findings.
The Commission shall be required to make findings in acting to approve, conditionally approve, or deny a site plan review application. 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. Findings to support the proposed project are included in the resolution.

Public Participation
No calls or letters were received.

Environmental Review
The proposed project has been determined not to have a significant effect on the environment and is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303 (New Construction or Conversion of Small Structures), which exempts accessory structures including garages, carports, patios, swimming pools, and fences.

FISCAL IMPACT:
None.

RECOMMENDATION:
It is recommended the City Council receive and file Resolution No. 2022-01 and Zoning Case No. 21-13 for a property located at 4 Storm Hill Lane.

ATTACHMENTS:
4 Storm Hill (ZC 21-13) Development Table.pdf
2022-01_PC_Resolution_4 Storm Hill Lane - SIGNED.pdf
Development Plans - 4 Storm Hill (ZC 21-13).pdf
Vicinity Map - 4 Storm Hill Ln.pdf

Development Table Zoning Case No. 2021-13 (4 STORM HILL LANE)			
	EXISTING	**PROPOSED**	**TOTAL**
	Single family residence, garage, spa, equipment, guest house, stable, recreation court, entryways, sheds/trellises, bbq	New swimming pool, spa, bbq/kitchen, water feature, deck and grading	Requires Site Plan Review
Net Lot Area	298,606 SF	0 SF	298,606 SF
Residence	5,453 SF	0 SF	5,453 SF
Garage	950 SF	0 SF	950 SF
Swimming Pool/Spa	76 SF	920 SF	996 SF
Pool Equipment	60 SF	108 SF	160 SF
Guest House	800 SF		800 SF
Stable	2,064 SF		2,064 SF
Recreation Court	7,047 SF		7,047 SF
Entryway, Breezeway	877 SF		877 SF
Sheds, Trellises, Gazebo	541 SF		541 SF
Barbecue, Outdoor Kitchen	18 SF	59 SF	77 SF
Water Features, Etc.		66 SF	66 SF
Service Yard	120 SF		120 SF
Total Structure Area	18,006 SF	1,153 SF	19,159 SF
Structural Coverage	6.0 %	0.4 %	6.4 %
Total Structures Excluding: up to 5 legal and up to 800 SF detached structures that are not higher than 12 ft (no more than 120 SF per structure per deduction, except for trellis)	17,465 SF	1,076 SF	18,481 SF
Structural Coverage (20% maximum)	5.8%	0.4%	6.2%
Grading (balanced on site) INCLUDING POOL EXCAVATION			CUT: 248 CY FILL: 248 CY
Total Lot Coverage (35% maximum)	13.2%	2.0%	15.2%
Building Pad Coverage 1 (30%maximum)	16.3%	2.2%	18.5%
Building Pad Coverage 2 (30%maximum)	48.1%	0%	48.1%
Building Pad Coverage 3 (30%maximum)	0%	0%	0%
Building Pad Coverage 4 (30%maximum)	16.7%	0%	16.7%
Building Pad Coverage 5 (30%maximum)	17.5%	0%	17.5%
Disturbed Area (40% maximum)	41%	1%	42%
Stable min. 450 SF	2,064 SF	0 SF	2,064 SF
Corral min. 550 SF	>18,000 SF	0 SF	>18,000 SF

RESOLUTION NO. 2022-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW 920-SQUARE-FOOT SWIMMING POOL/SPA AND 496 CUBIC YARDS OF GRADING LOCATED AT 4 STORM HILL LANE (LOT 169-A-MS), ROLLING HILLS, CA (GRZYWACZ)

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

Section 1. Property Owner, Claudia Grzywacz, ("Applicant") for the real property located at 4 Storm Hill Lane, Rolling Hills, CA is requesting a Site Plan Review for the construction of a new 920-square-foot swimming pool and spa; and 496 cubic yards of grading located on the main building pad (the "Project"). Also included in the Project, but not subject to discretionary review, is a request for a pool deck, pool equipment, barbecue and kitchen area, patio extension, water feature, trellis, garden, garden walls with a maximum height of three feet, and landscaping. The Project will be located adjacent to the residence and outside of all required setbacks.

Section 2. The Planning Commission conducted duly noticed public hearings to consider the application at an onsite meeting on January 18, 2022, at 7:34 AM and at their regular meeting on January 18, 2022, at 6:30 PM. Neighbors within a 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on January 7, 2022. The Applicant and her agent were notified of the public hearings in writing by first class mail and the Applicant and her agent were in attendance at the hearings.

Section 3. The property is zoned RAS-2 with a net lot area of 298,606 square feet (6.86 acres), which exceeds the requirements of the RAS-2 zone that requires a minimum net lot area of 87,120 square feet. The lot is developed with a 5,453-square-foot single family residence and a 950-square-foot garage. There are five existing building pads on site with approximately 40 feet difference in elevation. The existing residence, garage, and Project area are located on the highest and largest pad (45,702 square feet) in the middle of the property; the secondary pad (16,311 square feet) is located behind the main pad and contains a tennis court and guesthouse; the third pad (18,228 square feet) is in the southern portion of the property and contains an arena and corral; the fourth pad (3,869 square feet) is located south of the main pad and includes a corral; the fifth pad (8,065 square feet) in the front of the property is developed with a corral and stable.

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 numbers of new, small facilities or structures, including accessory structures, such as swimming pools, because it involves the construction of a 920-square-foot swimming pool. The Project is also exempt from CEQA Guidelines pursuant to Section 15301, Class 1 (Existing Facilities), which exempts the minor alteration of topographical features involving negligible or no expansion of use beyond that existing, because the Project involves minimal grading totaling 496 cubic yards (248 cubic yards cut and 248 cubic yards of fill) that will be balanced on site and will not affect the natural topography of the site.

Section 5. Section 17.16.020.A of the Rolling Hills Municipal Code requires Site Plan Review approval for a swimming pool/spa that is eight hundred square feet or greater, and for projects that require grading. The Applicant proposes the construction of a 920-square-foot swimming pool/spa and 496 cubic yards of grading. The Project also includes a pool deck, pool equipment, barbecue and kitchen area, patio extension, water feature, trellis, garden, garden walls with a maximum height of three feet, and landscaping, which are not subject to discretionary approval. With respect to the aforementioned request for a Discretionary Approval for a Site Plan Review, the Planning Commission finds as follows:

A. The proposed Project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance. The proposed pool/spa and other improvements will be constructed on the existing main building pad in the northern portion of the subject property. While disturbance is generally limited to forty percent of the net lot area, the disturbed area may be a maximum of fifty percent of the net lot area in order to encourage a gradual transition in grade and undulated and natural-appearing terrain between building pads and the surrounding slope, provided that no more than fifty percent of the slopes resulting from grading are greater (steeper) than 3:1, or three units horizontal (run to one unit vertical (rise). The Project creates areas of 2:1 slope adjacent to the new garden area and north of the new spa, but these areas are less than fifty percent of the slopes resulting from grading. The Project adds 1% of newly disturbed area to the 41% already disturbed, which will not exceed the maximum permitted amount of 50% since no more than 50% of the slopes resulting from the grading are greater (steeper) than 3:1, and development will be located outside of required setbacks. The granting of a Site Plan Review for the new pool/spa is consistent with the purposes and objectives of the General Plan because the proposed Project is consistent with similar amenities in the community, meets all the applicable code development standards and is located in an area on the property that is adequately sized to accommodate the proposed project. Additionally, the proposed 496 cubic yards of grading will be balanced on site and no export of dirt is required.

B. The Project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. The Project substantially preserves the natural and undeveloped state of the lot by balancing grading on site. The topography and the configuration of the irregular-shaped lot have been considered, and it was determined that the proposed Project will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures. The proposed pool/spa will be located in the northern portion of the property on an existing building pad currently used for backyard activities. The pool equipment will be located behind the garage and be screened by a wooden fence. The Project will not impact the view or privacy of surrounding neighbors. The Project requires 496 cubic yards of grading, which will be balanced on site.

C. The Project is harmonious in scale and mass with the site, the natural terrain and surrounding residences. The Project is harmonious in scale and mass with the site and preserves the natural terrain. It poses no adverse impacts to the surrounding residences. The proposed Project will be orderly, attractive, and will not affect the rural character of the community. The proposed pool/spa and other improvements are located in the northern portion of the property, and the proposed pool equipment area will be located behind the garage and screened by a wooden fence. No impacts to views from the surrounding residences will occur.

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 proposed pool will be built on an existing pad. The net lot is 6.86 acres and is sufficient to accommodate the proposed use. There will be no significant changes to the site design, as the residential uses will remain and the pool/spa and deck will be constructed in an already disturbed area. The existing topography or topographic features will not be affected and the trees, vegetation, plants, flowers, and natural landscaping will remain. New landscaping will be planted to match or complement existing landscape features. There will be no change to the drainage course.

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 will not affect the natural topography of the site. The proposed Project will be built on an existing pad. The Project proposes minimal grading totaling 496 cubic yards. Overall grading will include 248 cubic yards cut and 248 cubic yards of fill, which will be balanced on site. Excavated dirt from the pool will be used to flatten adjacent areas. No dirt will be exported.

F. Grading will not modify existing drainage channels nor redirect drainage flow. No drainage channels will be affected by the proposed grading. The proposed grading is already located in a disturbed area currently used as a backyard for the house.

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. Disturbed areas will be re-landscaped to match or complement existing landscape features.

H. The Project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles. The proposed pool/spa and deck are located in the northern portion of the property and in the center of the back yard on the main building pad. The pool equipment will be located behind the existing garage. The Project is not located near any roads, driveways, garages, or any vehicular areas. There are safe walkways surrounding the proposed location of the pool/spa and deck. The existing vehicular road accesses are not near the Project site.

I. The Project conforms to the requirements of the California Environmental Quality Act. 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 numbers of new, small facilities or structures, including accessory structures, such as swimming pools, because it involves the construction of a 920 square foot swimming pool. The Project is also exempt from CEQA Guidelines pursuant to Section 15301, Class 1 (Existing Facilities), which exempts the minor alteration of topographical features involving negligible or no expansion of use beyond that existing, because the Project involves minimal grading totaling 496 cubic yards (248 cubic yards cut and 248 cubic yards of fill) that will be balanced on site and will not affect the natural topography of the site

Section 6. Based upon the foregoing findings, the Planning Commission hereby approves the Site Plan Review in Zoning Case No. 21-13 for the construction of a new 920-square-foot swimming pool and spa, and grading subject to the following conditions:

A. The Site Plan Review Permit approval shall expire within two years from the effective date of approval if construction pursuant to this approval has not commenced within that time period, as required by Section 17.46.080 of the Rolling Hills Municipal Code, or the approval granted is otherwise extended pursuant to the requirements of those sections.

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

C. The Project shall comply with all requirements of the Municipal Code, including the Building and Construction Ordinance and the Zoning Ordinance.

The lot shall be developed and maintained in substantial conformance with the site plan on file dated January 13, 2022, except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review must conform to the development plan approved with this application. A copy of the conditions of this Resolution shall be printed on plans approved when a building permit is issued and a copy of such approved plans, including conditions of approval, shall be available on the building site at all times.

The 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 including conformance with all of the conditions set forth therein and the City's Building Code and Zoning Ordinance.

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

D. The total overall lot coverage of the net lot area shall not exceed 45,137 square feet or 15.1%.

E. The total structural coverage of the net lot shall not exceed 18,481 square feet or 6.2%.

F. The disturbed area of the lot shall not exceed 125,843 square feet or 42% (of net lot area).

G. At any time there are horses on the property, Best Management Practices (BMPs) shall be applied for manure control, including but not be limited to removal of the manure on a daily basis or provision of a receptacle with a tight closing lid that is constructed of brick, stone, concrete, metal or wood lined with metal or other sound material and that is safeguarded against access by flies. The contents of said receptacles shall be removed once a week. It is prohibited to dispose of manure or any animal waste into the Municipal Separate Storm Sewer System (MS4) or into natural drainage course.

H. 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 the pool and decking.

I. During the construction, the site shall be maintained in a safe manner so as not to threaten the health, safety, or general welfare of the public.

J. Per LA County Building Code, a pool barrier and/or fencing shall be required for the pool.

K. 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.

L. The pool equipment shall utilize the most quiet and technologically advanced equipment to dampen the sound. The pool equipment area shall be screened by a fence that is incorporated into the building design.

M. *During construction,* conformance with the air quality management district requirements, stormwater pollution prevention practices, county and local

ordinances and engineering practices so that people or property are not exposed to undue vehicle trips, noise, dust, and objectionable odors shall be required.

N. *During construction,* all parking shall take place on the Project site and, if necessary, any overflow parking shall take place within the unimproved roadway easements located on the north side adjacent to Project site only, and shall not obstruct neighboring driveways. During construction, to the maximum extent feasible, employees of the contractor shall car-pool into the City.

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

P. The property owners shall be required to conform to the Regional Water Quality Control Board and County Public Works Department Best Management Practices (BMP's) requirements related to solid waste, drainage and storm water management and comply with the City's Low Impact development Ordinance (LID), if applicable.

Q. A minimum of 65% of the construction material spoils shall be recycled and diverted. The hauler shall provide the appropriate documentation to the City.

R. All graded areas shall be landscaped. In addition, the swimming pool, spa, and pool equipment area shall be screened from the neighbors and a landscaping plan shall be submitted to the City for review and approval. If landscaping of 500 square foot area or greater is introduced or redeveloped, the landscaping shall be subject to the requirements of the City's Water Efficient Landscape Ordinance. Any plants introduced for this Project shall not grow into a hedge but be offset and shall not exceed the ridgeline of the house. The landscape plan shall address the issues provided by the City's landscape consultant in the letter dated January 7, 2022, which is on file at City Hall. The issues include compliance with the Model Water Efficient Landscape Ordinance (MWELO), providing an irrigation plan, and using a plant palette comprised of various hydroseed zones. The landscape plan shall be found in compliance prior to issuance of a building permit.

S. The Project must be reviewed by the Rolling Hills Community Association (RHCA) Architectural Review Committee.

T. The contractor shall not use tools that could produce a spark, including for clearing and grubbing, during red flag warning conditions. Weather conditions can be found at:

http://www.wrh.noaa.gov/lox/main.php?suite=safety&page=hazard_definitions#FIRE. It is the sole responsibility of the property owner and/or his/her contractor to monitor the red flag warning conditions. Should a red flag warning be declared and if work is to be conducted on the property, the contractor shall have readily available fire distinguisher.

U. Prior to finaling of the Project an "as graded" and an "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 approved plans. In addition, any modifications made to the Project during construction, shall be depicted on the "as built/as graded" plan.

V. Until the Applicant executes an Affidavit of Acceptance of all conditions of this approval, the approvals shall not be effective. Such affidavit shall be recorded together with the resolution.

PASSED, APPROVED AND ADOPTED THIS 18th DAY OF JANUARY, 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 Code of Civil Procedure Section 1094.6.

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

I certify that the foregoing Resolution No. 2022-01 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW 920-SQUARE-FOOT SWIMMING POOL/SPA AND 496 CUBIC YARDS OF GRADING LOCATED AT **4 STORM HILL LANE** (LOT 169-A-MS), ROLLING HILLS, CA (GRZYWACZ).

was approved and adopted at a regular meeting of the Planning Commission on January 18, 2022, by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

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

City Hall Administrative Office.

CHRISTIAN HORVATH
CITY CLERK

GRZYWACZ RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA 90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

PROJECT INFORMATION :

OWNER	: CLAUDIA & TOM GRZYWACZ
MAILING ADDRESS	: 4 STORM HILL LANE ROLLING HILLS, CA 90247
PROJECT ADDRESS	: 4 STORM HILL LANE ROLLING HILLS, CA 90247
PHONE NUMBER	: 310-534-5232
LANDSCAPE ARCHITECT	: RICHIE-BRAY, INC
MAILING ADDRESS	: 904 SILVER SPUR ROAD, ROLLING HILLS ESTATES, CA 90274
PHONE NUMBER	: (310) 377-5868
ENGINEER	: PLOTNIK & ASSOCIATES (LARRY CARR)
MAILING ADDRESS	: 18626 S. WILINGTON AVE, RANCHO DOMINGUEZ, CA 90220
PHONE NUMBER	: (310) 605-6657

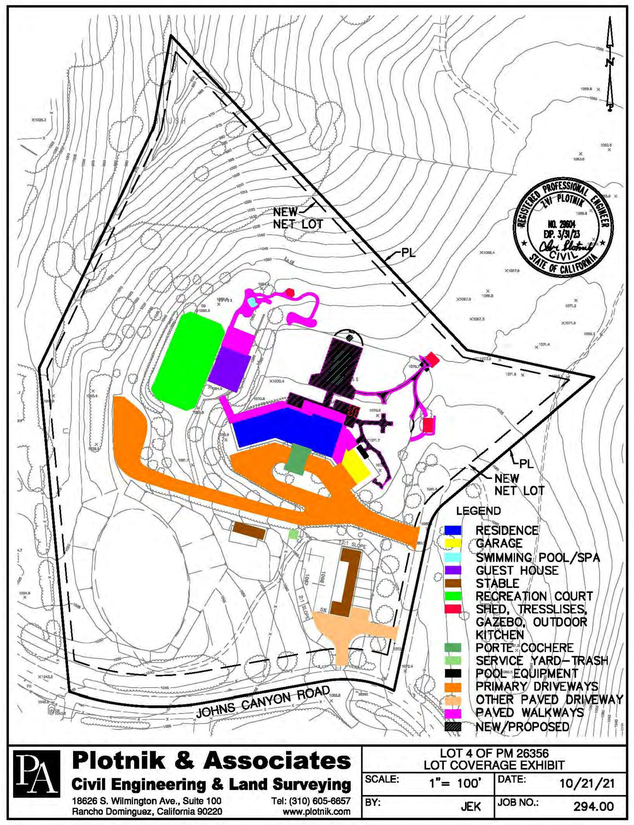
DWG. NO.	SCALE	DATE	REV. DATE	DESCRIPTIONS
L-0	N/A	10-05-2021	---01-12-2022	COVER SHEET
L-1	1/32" = 1'-0"	10-04-2021	---12-03-2021	FULL PROPERTY; SETBACKS, SOW
L-1.1	1/32" = 1'-0"	10-04-2021	---12-03-2021	BUILDING PADS COVERAGE
L-1.2	1/32" = 1'-0"	10-04-2021	---12-03-2021	COLOR MARKERS AS PER CHECKLIST
L-2	1" = 10'-0"	10-07-2021	---12-03-2021	EXISTING CONDITIONS
L-2.1	1" = 10'-0"	07-13-2021	---12-03-2021	HARDSCAPE LAYOUT & MATERIALS
L-2.2	1" = 10'-0"	10-08-2021	---12-03-2021	GRADING AND DRAINAGE CONCEPT
L-3	1/4" = 1'-0"	10-05-2021	---12-03-2021	DETAILS - POOL
L-3.1	SEE SHEET	10-05-2021	---12-03-2021	DETAILS - FIRE-PIT, VEGGIE BEDS, BOCCE
L-3.2	SEE SHEET	10-04-2021	---12-03-2021	DETAILS - BBQ / KITCHEN
LP-1	1" = 10'-0"	10-04-2021	---01-12-2022	CONCEPTUAL LANDSCAPE AREAS
LP-2	1" = 10'-0"	12-03-2021	---01-12-2022	HYDROZONES - MWELO CALCS

SCOPE OF WORK:

THE SCOPE OF WORK FOR THIS PROJECT INCLUDES THE FOLLOWING NEW FEATURES :

REAR YARD REMODEL INCLUDING:
- HARDSCAPE - PATIO , WALLS, STEPPING STONES
- BOCCE BALL COURT
- FIRE PIT
- SWIMMING POOL / SPA
- BBQ / OUTDOOR KITCHEN
- WATER FEATURES
- RAISED VEGGIE BEDS

LOT CALC AREA BREAKDOWN WITH ENGINEER STAMP:



Plotnik & Associates
Civil Engineering & Land Surveying
18626 S. Wilmington Ave., Suite 100, Rancho Dominguez, California 90220
Tel: (310) 605-6657 www.plotnik.com

LOT 4 OF PM 26356
LOT COVERAGE EXHIBIT

SCALE:	1"= 100'	DATE:	10/21/21
BY:	JEK	JOB NO.:	294.00

DATE 10.20.21 ZONING CASE NO. _____ ADDRESS 4 STORM HILL LANE

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

CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING	PROPOSED	TOTAL
NET LOT AREA	298,606 sq.ft.	0 sq.ft.	298,606 sq.ft.
RESIDENCE	5453 sq.ft.	0 sq.ft.	5453 sq.ft.
GARAGE	950 sq.ft.	0 sq.ft.	950 sq.ft.
SWIMMING POOL/SPA	76 sq.ft.	920 sq.ft.	996 sq.ft.
POOL EQUIPMENT	60 sq.ft.	108 sq.ft.	168 sq.ft.
GUEST HOUSE	800 sq.ft.	0 sq.ft.	800 sq.ft.
CABANA	0 sq.ft.	0 sq.ft.	0 sq.ft.
STABLE (dirt volume to be included in grading quantities)	2064 sq.ft.	0 sq.ft.	2064 sq.ft.
RECREATION COURT	7047 sq.ft.	0 sq.ft.	7047 sq.ft.
ATTACHED COVERED PORCHES	0 sq.ft.	0 sq.ft.	0 sq.ft.
ENTRYWAY/ PORTE COCHERE, BREEZEWAYS	877 sq.ft.	0 sq.ft.	877 sq.ft.
ATTACHED TRELLISES	0 sq.ft.	0 sq.ft.	0 sq.ft.
*DETACHED STRUCTURES: (circle all that applies) SHEDS, TRELLISES, GAZEBO,	541 sq.ft.	0 sq.ft.	541 sq.ft.
BARBECUE, OUTDOOR KITCHEN,	18 sq.ft.	59 sq.ft.	77 sq.ft.
ROOFED PLAY EQUP.- over 15 ft. high and over 120 sq. ft. in area,	0 sq.ft.	0 sq.ft.	0 sq.ft.
WATER FEATURES, ETC.	0 sq.ft.	66 sq.ft.	66 sq.ft.
SERVICE YARD	120 sq.ft.	0 sq.ft.	120 sq.ft.
OTHER _____	0 sq.ft.	0 sq.ft.	0 sq.ft.
BASEMENT AREA (volume to be included in grading quantities)	0 sq.ft.	0 sq.ft.	0 sq.ft.
DEPTH OF BASEMENT	0	0	0
TOTAL STRUCTURES	18,006 sq.ft.	1152 sq.ft.	19,099 sq.ft.
% STRUCTURAL COVERAGE	6.0 %	.4 %	6.4 %
TOTAL STRUCTURES EXCLUDING: *up to 5 (legal) & up to 800 sq. ft. detached structures that are not higher than 12 ft. (no more than 120 sq.ft. per structure per deduction, except for trellis)*	17,465 sq.ft.	1076 sq.ft.	18,481 sq.ft.
% STRUCTURAL COVERAGE	5.8 %	.4 %	6.2 %

SPR Rev. July 2019
City of Rolling Hills

ALL FLATWORK MUST BE SHOWN ON THE PLAN

	EXISTING	PROPOSED	TOTAL
PRIMARY DRIVEWAY(S)	16,160 sq.ft.	0 sq.ft.	16,160 sq.ft.
PAVED WALKS, PATIO AREAS, COURTYARDS	2535 sq.ft.	2719 sq.ft.	5254 sq.ft.
POOL DECKING	0 sq.ft.	2042 sq.ft.	2042 sq.ft.
OTHER PAVED DRIVEWAYS, ROAD EASEMENTS, PARKING PADS	3200 sq.ft.	0 sq.ft.	3200 sq. ft.
TOTAL FLATWORK	21,895 sq.ft.	4761 sq.ft.	26,656 sq.ft.
% TOTAL FLATWORK COVERAGE	7.3 %	1.6 %	8.9 %
TOTAL STRUCTURAL & FLATWORK COVERAGE	39,901 sq.ft.	5913 sq.ft.	45,4755 sq.ft.
% TOTAL COVERAGE	13.4 %	2.0 %	15.3 %
TOTAL STRUCTURAL & **structural** FLATWORK COVERAGE **flat work** *Excl. the allowance of up to 5 – 800 sq. ft. structures from previous page.*	17,465 sq.ft. 21,895 sq.ft. 39,360	1076 sq.ft. 4761 sq.ft. 5837	18,481 sq.ft. 26,656 sq.ft. 45,137
% TOTAL COVERAGE	13.2 %	2.0 %	15.1 %
SCOPE OF WORK AREA TOTAL DISTURBED AREA	0 sq.ft.	36,352 sq.ft.	36,352 sq.ft.
SCOPE OF WORK AREA % DISTURBED AREA	0 %	12.2 %	12.2 %
GRADING QUANTITY *(include future stable, corral and access way; basement and all other areas to be graded/excavated)*	(248 - CUT 248 - FILL) 496 cubic yards		

AREA TO BE REGRADED = 8199 SQFT 2.7%

All structures (attached and detached) must be listed.

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

SPR Rev. July 2019
City of Rolling Hills

GENERAL NOTES :

1. ANY YARD DRAINAGE IMPROVEMENTS SHALL BE INSPECTED AND CERTIFIED BY THE ENGINEER OF RECORD PRIOR TO FINAL APPROVAL.
2. ANY DRAINAGE DIRECTED TO THE STREET THROUGH PIPING SHALL BE DRAWN UP BY A LICENSED CIVIL ENGINEER AND SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR TO OBTAINING A PUBLIC WORKS PERMIT FOR CURB CORING.
3. CONTRACTOR TO VERIFY LOCATIONS OF SMOKE DETECTORS AND CARBON MONOXIDE ALARMS IN NEW WORK PER SECTIONS R314 & R315 OF THE CRC RESPECTIVELY.
4. ALL CONSTRUCTION WASTE AND DEBRIS MUST BE CONTAINERIZED AT ALL TIMES & MUST BE ATHENS DUMPSTERS ONLY (CALL 1-888-336-6100)
5. A RE-INSPECTION FEE MAY BE CHARGED BY THE CITY FOR AN INSPECTION WHICH IS NOT ACCESSIBLE, OR APPROVED PLANS ARE NOT ON SITE, OR JOB IS NOT READY AND ALL COSTS SHALL BE BORNE BY THE CONTRACTOR RESPONSIBLE FOR THE SAID WORK.
6. ANY AND ALL DEVIATIONS FROM THE PLANNING COMMISSION APPROVED PLANS REQUIRE THAT REVISED PLANS BE SUBMITTED TO THE PLANNING DEPARTMENT FOR REVIEW AND APPROVAL.
7. ALL GENERAL CONTRACTORS, SUB-CONTRACTORS, ARCHITECTS & ENGINEERS CONDUCTING BUSINESS WITHIN THE CITY ARE REQUIRED TO MAINTAIN A CURRENT CITY BUSINESS LICENSE AS DESCRIBED IN THE MUNICIPAL CODE ORDINANCE NO. 092-559 AND RESLOLUTION NO. R92-72.
8. PER LOCAL REQUIREMENTS, THE WORKING HOURS ARE BETWEEN 7:00 AM TO 7:00 PM MONDAY THROUGH THURSDAY; 7:00 AM TO 5:00 PM ON FRIDAY AND 9:00 AM TO 5:00 PM ON SATURDAY WITH NO WORK ON SUNDAYS OR HOLIDAYS. THE ABOVE LIMITS ARE FOR REFERENCE ONLY AND CONTRACTOR ARE RESPONSIBLE TO ASCERTAIN THE WORKING HOUR LIMIT FROM RELEVANT CITY REQUIREMENTS.
9. ALL WORKS SHALL CONFORM TO ALL RELEVANT CURRENT CODES INCLUDING BUT NOT LIMITED TO :
   - 2019 CALIFORNIA BUILDING CODE
   - 2019 CALIFORNIA RESIDENTIAL CODE
   - 2019 CALIFORNIA PLUMBING CODE
   - 2019 CALIFORNIA MECHANICAL CODE
   - 2019 CALIFORNIA ELECTRICAL CODE
   - THE CURRENT REQUIREMENTS OF THE ENERGY
   - COUNTY OF LOS ANGELES FIRE CODE
10. DUST CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
11. SEPARATE PUBLIC WORKS PERMIT SHALL BE REQUIRED FOR ANY APPROACH TO PRIVATE DRIVEWAYS, SEWER LATERALS, CURBS, CURB CORES, STEEET IMPROVEMENTS OR ANY WORK IN THE PUBLIC RIGHT OF WAY OR PARKWAYS.
12. CONTRACTOR TO ASCERTAIN ALL REQUIRED SWIMMING POOL FENCING TO BE MAINTAINED DURING CONSTRUCTION OR THE POOL SHALL BE EMPTIED.
13. PRIOR TO ANY DEMOLITION/GRADING WORK COMMENCES, A PRE-DEMO/GRADING MEETING SHALL BE ARRANGED WITH CITY BUILDING OFFICIALS, GENERAL CONTRACTOR, OWNER OR OWNER'S REPRESENTATIVE, SOIL ENGINEER, LANDSCAPE ARCHITECT AND/OR GRADING CONTRACTOR.
14. CONTRACTOR TO INSTALL ALL NECESSARY EROSION CONTROL AND SEDIMENT RETENTION PROVISIONS ACCORDING TO PLAN OR AS NECESSARY.
15. DETACHED PATIO COVERS, CARPORTS, ARBORS, OPEN LATTICE WORK & SUN SHADES MAY BE CONSTRUCTED OF ANY MATERIALS ALLOWED BY CODE.

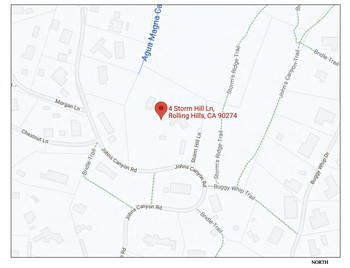
NOTES :

1. ANY PLANTING OR HARDSCAPE ON CITY RIGHT OF WAY WILL BE REQUIRED TO BE REVIEWED AND APPROVED BY THE CITY.
2. ALL PLANTING THAT GROWS TO A HEIGHT THAT BECOMES A VIEW OBSTRUCTION, WILL BE REQUIRED TO BE TRIMMED.
3. VERIFY ALL DIMENSIONS ON SITE AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO COMMENCEMENT OF WORKS.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR ANY MEANS OR METHODS OF CONSTRUCTION.
6. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR PROPOSED OR EXISTING CONDITIONS.
7. ALL DIMENSIONS ARE TO FINISHED SURFACES.
8. SEE ENGINEER'S DRAWINGS FOR ALL DETAILS & REQUIREMENTS OF CONCRETE, CMU WALLS, REBARS, ETC.
9. ALL EXPOSED GALV. STEEL PARTS TO BE PAINTED W/ PRIMER & 2 COATS OF POLYURETHANE PAINT.
10. CONTRACTOR TO VERIFY ALL EQUIPMENT SIZES, UTILITY REQUIREMENTS ETC. PRIOR TO CONSTRUCTION.
11. CONTRACTOR TO SUBMIT ALL MATERIAL & COLOR SAMPLES FOR APPROVAL PRIOR TO ANY WORK COMMENCES.
12. SURVEY INFORMATION WERE OBTAINED FROM OTHER'S RECORDS AND EXISTING SITE CONDITIONS. CONTRACTOR TO VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION.
13. SURVEY PREPARED BY OTHERS:
14. SHOULD EXISTING CONDITIONS DIFFER FROM THIS LAYOUT, CONTRACTOR ARE TO INFORM LANDSCAPE ARCHITECT FOR VERIFICATION PRIOR TO WORK COMMENCES.

MAINTENANCE REQUIREMENTS

LANDSCAPE MAINTENANCE REQUIREMENTS SHALL BE AS FOLLOWS :

1. AN AUTOMATIC SPRINKLER OR IRRIGATION SYSTEM SHALL BE INSTALLED AND PERMANENTLY MAINTAINED IN WORKING ORDER.
2. ALL LANDSCAPING SHALL BE PERMANENTLY MAINTAINED.
3. LAWN AND GROUND COVERS SHALL BE MOWED OR TRIMMED REGULARLY. ALL PLANTED AREAS SHALL BE KEPT FREE OF WEEDS AND DEBRIS.
4. ALL PLANTINGS SHALL BE KEPT IN A HEALTHY AND GROWING CONDITION. ADJUSTMENTS, REPLACEMENTS, REPAIRS AND CLEANING SHALL BE A PART OF THE REGULAR MAINTENANCE.
5. STAKES, GUYS AND TIES ON TREES SHALL BE CHECKED REGULARLY FOR CORRECT FUNCTION. TIES SHALL BE ADJUSTED TO AVOID CREATING ABRASION OR GIRDING ON TRUNKS OR BRANCHES.



VICINITY MAP
SCALE: NTS

NORTH



SITE AERIAL VIEW
SCALE: NTS

NORTH

I AGREE TO COMPLY WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

APPLICANT SIGNATURE DATE 8/Nov/1, 2021

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE.

APPLICANT SIGNATURE DATE 8/Nov/1, 2021

LIST OF BMPS (BEST MANAGEMENT PRACTICES)

1.	CA1	DEWATERING OPERATIONS - REMOVE SEDIMENTS FROM GROUND WATER
2.	CA2	PAVING OPERATIONS - REDUCE DISCHARGE OF POLLUTANTS FROM PAVING OPERATIONS
3.	CA3	STRUCTURE CONSTRUCTION AND PAINTING - PREVENT & REDUCE DISCHARGE FROM CONSTRUCTION SITES & PAINTING PROJECTS
4.	CA10	MATERIAL DELIVERY AND STORAGE - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STORM WATER FROM MATERIAL DELIVERY & STORAGE
5.	CA11	MATERIAL USE - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STORM WATER FROM MATERIAL USE
6.	CA12	SPILL PREVENTION AND CONTROL - PREVENT & REDUCE DISCHARGE OF POLLUTANT TO STORM WATER SYSTEMS WITH GOOD HOUSKEEPING
7.	CA20	SOLID WASTE MANAGEMENT - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STORM WATER SYSTEMS FROM SOLID WASTE OR CONSTRUCTION
8.	CA21	HAZARDOUS WASTE MANAGEMENT - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STORM WATER FROM TOXIC MATERIALS
9.	CA22	CONTAMINATED SOIL MANAGEMENT - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STORM WATER CONTAMINATED SOIL
10.	CA23	CONCRETE WASTE MANAGEMENT - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STORM WATER FROM CONCRETE WASTE
11.	CA24	SANITARY/SEPTIC WASTE MANAGEMENT - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STROM WATER FROM SANITARY & SEPTIC SYSTEMS
12.	CA30	VEHICLE AND EQUIPMENT CLEANING - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STORM WATER FROM CLEANING OF VEHICLES AND EQUIPMENT
13.	CA31	VEHICLE AND EQUIPMENT FUELING - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STORM WATER FROM FUELING OF VEHICLES & EQUIPMENT
14.	CA32	VEHICLE AND EQUIPMENT MAINTENANCE - PREVENT & REDUCE DISCHARGE OF POLLUTANTS TO STORM WATER FROM MAINTENANCE OF VEHICLES & EQUIPMENT
15.	CA40	EMPLOYEE/SUBCONTRACTOR TRAINING -SWPPP STORM WATER POLLUTION PREVENTION PLAN
16.	ESC1	SCHEDULING - SEQUENCING THE CONSTRUCTION PROJECT TO REDUCE THE AMOUNT OF SOIL EXPOSED TO EROSION
17.	ESC2	PRESERVATION OF EXISTING VEGETATION - MINIMIZE DAMAGE AND EROSION BY PRESERVING THE EXISTING VEGETATION
18.	ESC10	SEEDING AND PLANTING - MINIMIZE EROSION WITH SEEDING AND PLANTING
19.	ESC11	MULCHING - FOR STABILIZING CLEARED AND FRESHLY SEEDED AREAS
20.	ESC20	GEOTEXTILES AND MATS - FOR STABILIZATION OF SOILS
21.	ESC31	DUST CONTROLS - REDUCE DUST AND SOIL EROSION
22.	ESC22	TEMPORARY STREAM CROSSING - RECOMMENDATIONS FOR INSTALLING A TEMPORARY CULVER, FORD OR BRIDGE
23.	ESC23	CONSTRUCTION ROAD STABILIZATION - RECOMMENDATIONS FOR DUST AND EROSION CONTROL
24.	ESC24	STABILIZED CONSTRUCTION ENTRANCE - RECOMMENDATIONS FOR DUST, SEDIMENT AND EROSION CONTROL FOR PUBLIC STREETS
25.	ESC30	EARTH DIKE - TEMPORARY BERM OR RIDGE OF COMPACTED SOIL
26.	ESC31	TEMPORARY DRAINS AND SWALES - TO DIVERT OFF-SITE RUNOFF AROUND A CONSTRUCTION SITE
27.	ESC32	SLOPE DRAIN - TEMPORARY PIPE TO DIVERT RUNOFF FROM THE TOP OF A SLOPE TO THE BOTTOM WITHOUT CAUSING EROSION
28.	ESC40	OUTLET PROTECTION - INSTALL RIP-RAP TO REDUCE SEDIMENT IN THE SOIL
29.	ESC41	CHECK DAMS - REDUCES VELOCITY OF CONCENTRATED STORM WATER FLOWS AND REDUCES EROSION
30.	ESC42	SLOPE ROUGHENING/TERRACING - CREATES MICROCLIMATES FOR ESTABLISHING VEGETATION
31.	ESC50	FOR SEDIMENTATION CONTROL
32.	ESC51	STRAW BALE BARRIERS - FOR SEDIMENTATION CONTROL
33.	ESC52	SAND BAG BARRIER - FOR SEDIMENTATION CONTROL
34.	ESC53	BRUSH OR ROCK FILTER - FOR SEDIMENTATION CONTROL AND VELOCITY REDUCTION
35.	ESC54	STORM DRAIN INLET PROTECTION - DEVICES WHICH DETAIN SEDIMENT LADEN RUNOFF
36.	ESC55	SEDIMENT TRAP - SMALL EXCAVATED OR BERMED AREA FOR SEDIMENTATION
37.	ESC56	SEDIMENT BASIN - POND CREATED TO ALLOW EXCESSIVE SEDIMENT TO SETTLE

Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE
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Rolling Hills Estates, CA 90274
(310) 377-5868
E-mail: deb@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH RITCHIE BRAY
No. 3161
Renewal Date 08/31/22
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ RESIDENCE
4 STORM HILL LANE
ROLLING HILLS, CA 90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

COVER

CITY RE-SUBMITTAL 01.12.22

REVISIONS

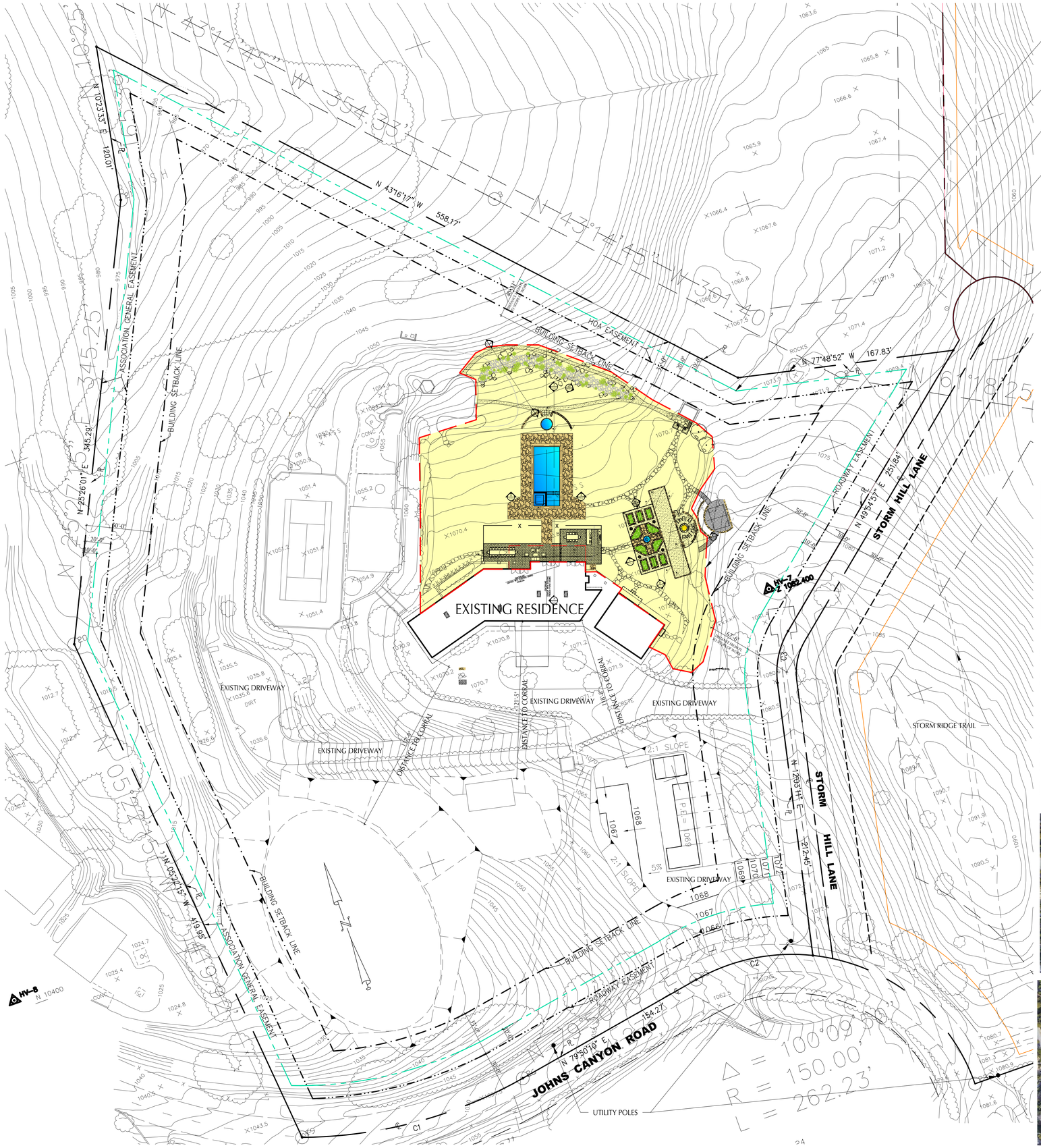
12-03-2021
11-01-2021
10-26-2021
10-21-2021
10-12-2021
01-12-2022 10-11-2021
10-08-2021

SCALE: N/A
DATE: 10-05-2021
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

SHEET NO.

L-0



DISTANCE TO NEIGHBORING DWELLINGS



Richie-Bray, Inc.
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904 Silver Spur Road #395
Rolling Hills Estates, CA 90274
(310) 377-5868
E-mail: deb@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH RITCHIE 3435
Expiration 01-31-23
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ
RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA
90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

FULL PROPERTY SURVEY, SETBACKS, DIST TO NEIGHBORING DWELLINGS & SCOPE OF WORK

CITY
RE-SUBMITTAL
12.03.21

REVISIONS

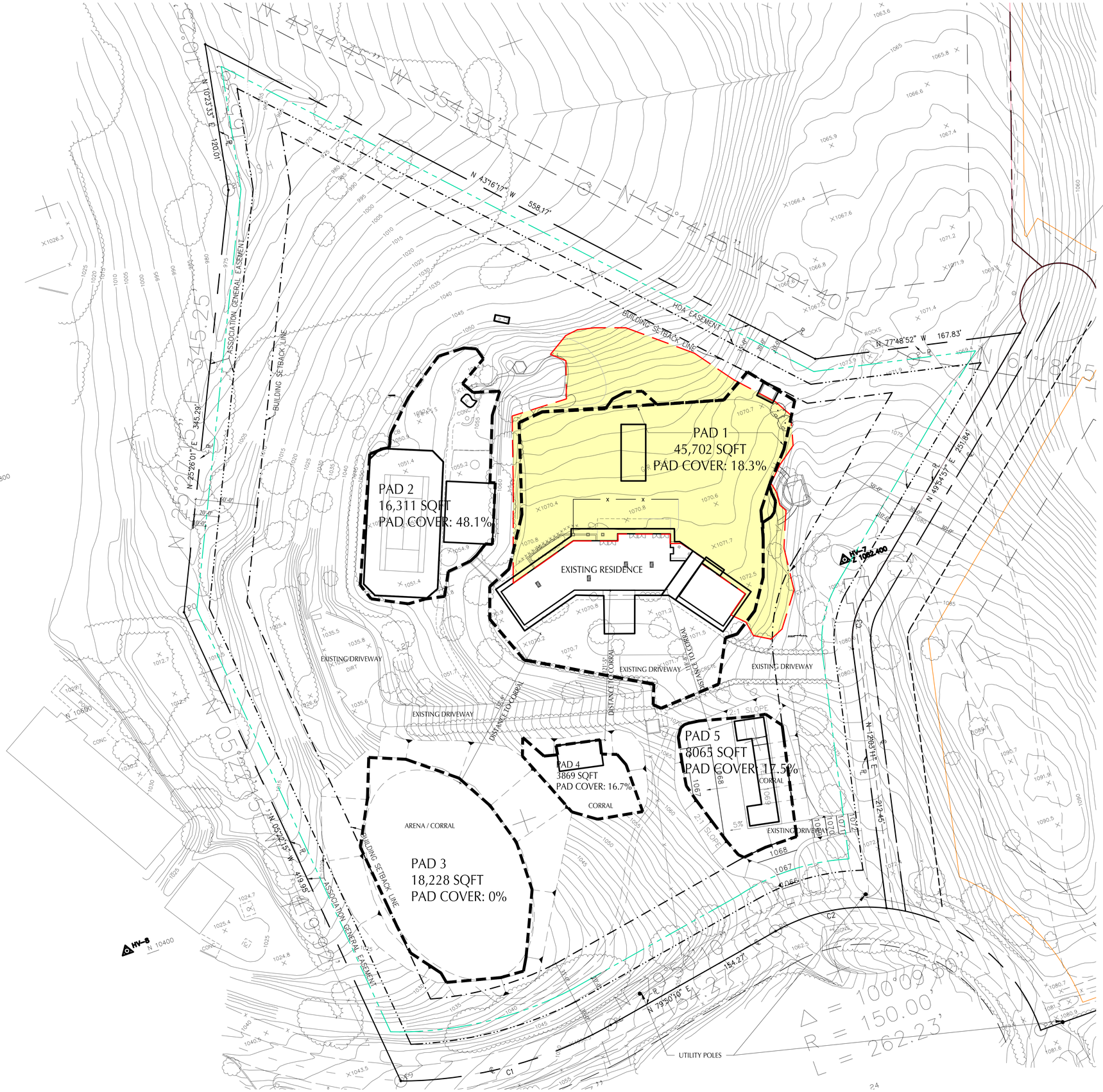
12-03-2021
11-01-2021
10-27-2021
10-26-2021
10-20-2021
10-11-2021

SCALE: 1/32" = 10'
DATE: 10-04-2021
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

SHEET NO.

L-1



SCOPE OF WORK / PROJECT AREA -
APPROX 36,352 SQFT
PROPOSED: NEW POOL & POOL DECK, EXPANDED EXISTING PATIO, NEW VEGETABLE GARDEN, NEW BOCCE COURT, NEW FIRE PIT, NEW GARDEN PATHS, NEW OUTDOOR BBQ AREA AND 2 NEW WATER FEATURES

Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE

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Rolling Hills Estates, CA 90274
(310) 377-5868

E-mail: deb@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE BRAY
6/30/22
Renewal Date
LATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ
RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA
90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

BUILDING PADS
COVERAGE

CITY
RE-SUBMITTAL
12.03.21

REVISIONS

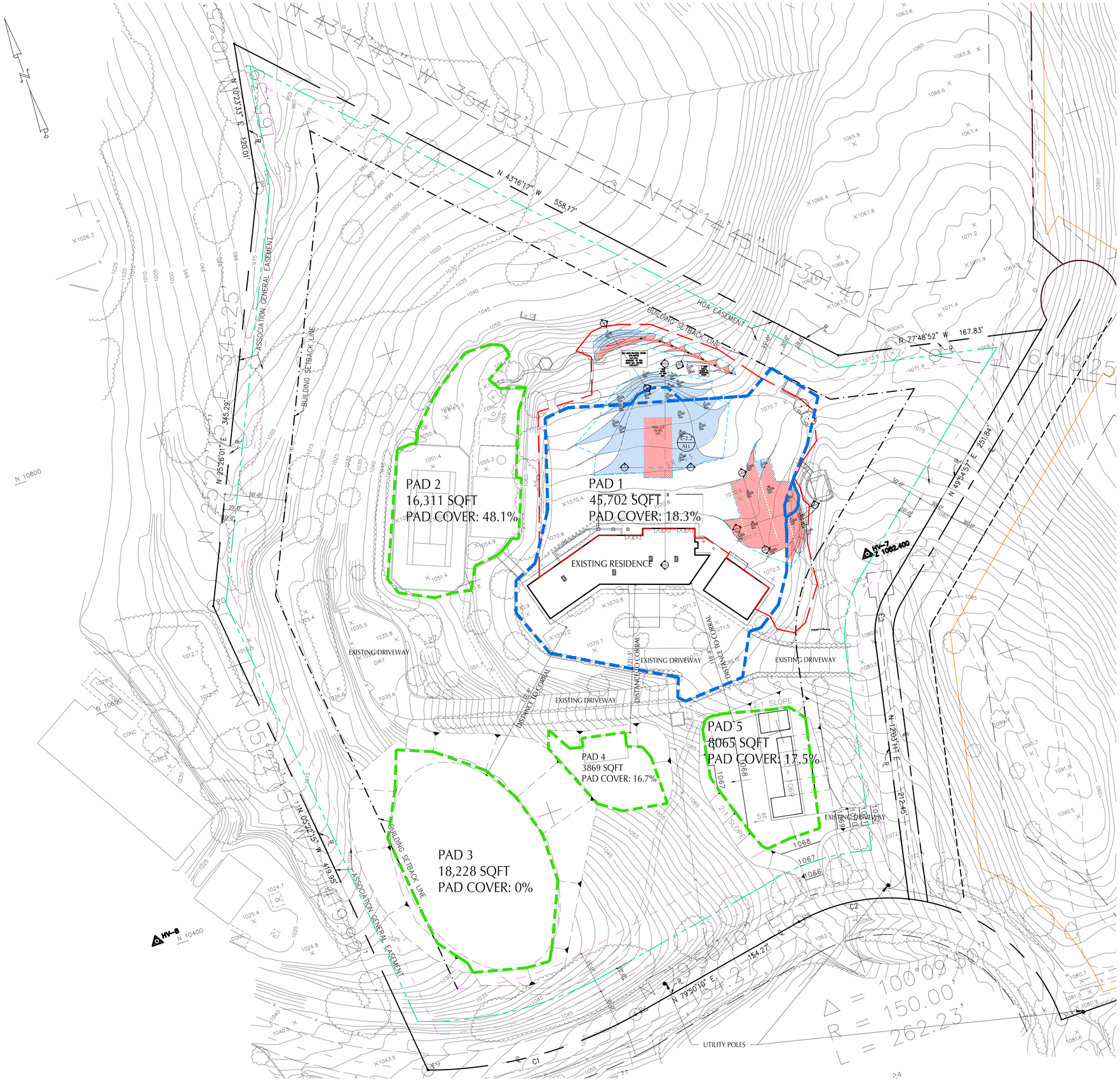
12-03-2021
11-01-2021
10-26-2021
10-20-2021
10-11-2021

SCALE: 1/32" = 10'
DATE: 10-04-2021
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

SHEET NO.

L-1.1



DIFFERENT COLOR MARKERS AS PER PLAN SUBMITTAL CHECKLIST - PG 6

RESIDENTIAL BUILDING PA (NOT IN SETBACKS)

ADDITIONAL BUILDING PADS (NOT IN SETBACKS)

DISTURBED AREAS

NET LOT BOUNDARY

SETBACK LINES

BUILDING SETBACK

HOA EASEMENT

CUT AREAS FOR GRADING

FILL AREAS FOR GRADING

SCOPE OF WORK - PROPOSED PROJECT AREA

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 BRAY
No. 3435
Expiration Date
12/31/22
Signature Date
12.1.21
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA 90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

DIFFERENT COLOR MARKERS AS PER PLAN SUBMITTAL CHECKLIST PG 6

CITY RE-SUBMITTAL 12.03.21

REVISIONS

12-03-2021
11-01-2021
10-26-2021
10-20-2021
10-11-2021

SCALE: 1/32" = 10'
DATE: 10-04-2021
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

SHEET NO.

L-1.2



LOMPOC FLAGSTONE FOR POOL DECK, PATIO BORDER, STEPPING STONES & PATHWAYS - TO MATCH EXISTING PV STONE SURFACES



LOMPOC STONE FOR ALL NEW WALLS, WALL CAPS, RAISED VEGGIE BEDS AND STEPS - VERTICAL SURFACES TO MATCH EXISTING PV COLUMNS ON HOUSE



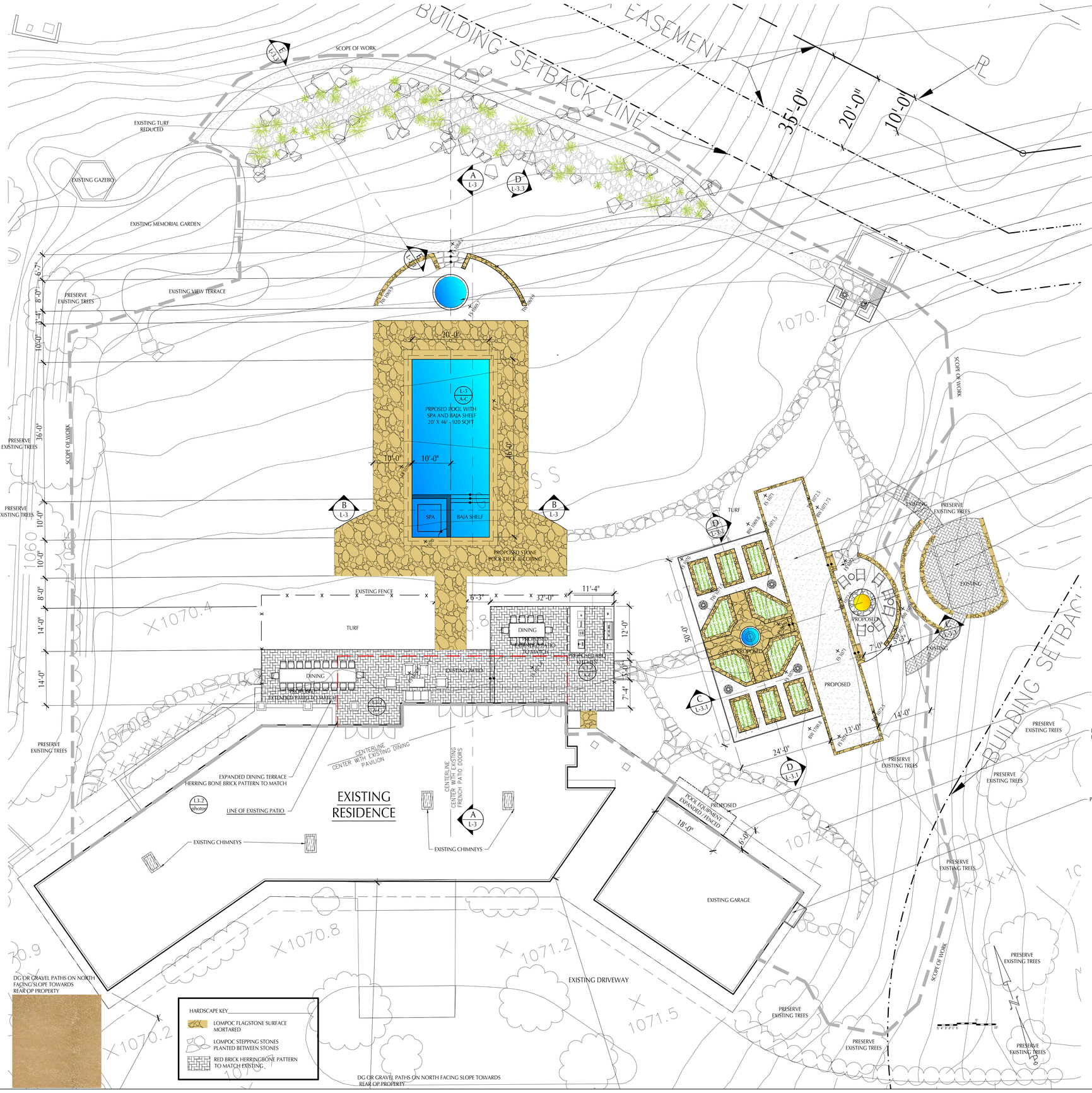
CRUSHED OYSTER SHELL SURFACE FOR BOCCE COURT, GATHERING AREA AROUND FIRE PIT AND AROUND RAISED VEGGIE BEDS



NEW GATES AND EXPANDED PICKET FENCE AROUND MAIN PATIO TO MATCH EXISTING

EXPANDED MAIN PATIO SURFACE TO MATCH EXISTING RED BRICK IN HERRING BONE PATTERN





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-BRAY
No. 4178
Renewal Date 04/30/22
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA 90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

HARDSCAPE LAYOUT PLAN & MATERIALS

CITY RE-SUBMITTAL 12.03.21

REVISIONS	
	10-11-2021
	10-08-2021
12-03-2021	10-01-2021
11-01-2021	09-29-2021
10-27-2021	09-16-2021
10-26-2021	09-10-2021
10-20-2021	08-11-2021

SCALE:	1" = 10'
DATE:	07-13-2021
DRAWN BY:	
CHECKED:	
XREF FILE:	

PROJECT NO.

SHEET NO.

L-2.1

PHOTO # 10



EDGE OF BACK TURF AREA

PHOTO # 09



PLAY HOUSE

PHOTO # 11



BACK LAWN

#18

PHOTO # 17



PV COLUMNS & STEPPING STONES
WITH RED BRICK GARDEN WALL

PHOTO # 15



AC - FENCED ENCLOSURE
FUTURE POOL ENCLOSURE

PHOTO # 18



PV & BRICK PATIOS @ GUEST HOUSE

#17

PHOTO # 12



FENCED REAR PATIO

PHOTO # 13



REAR PATIO - FRENCH DOORS

PHOTO # 14



VIEW FROM MAIN LIVING SPACE

EXISTING GAZEBO
EXISTING MEMORIAL GARDEN
EXISTING VIEW TERRACE
EXISTING HEDGE
EXISTING TREES
TURF
BUILDING SETBACK LINE
EASEMENT
35'-0"
20'-0"
10'-0"
R
EXISTING FENCE
EXISTING PATIO
LINE OF EXISTING PATIO
EXISTING RESIDENCE
EXISTING GARAGE
EXISTING AC UNITS
EXISTING PLAYHOUSE
EXISTING ROSES AND ARCH
EXISTING DINING TERRACE
EXISTING DRIVEWAY
1070.7
1070.6
1070.8
1071.7
1072.5
1071.5
1070.2
1070.9
1070.4
1055

#10
#08
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#16

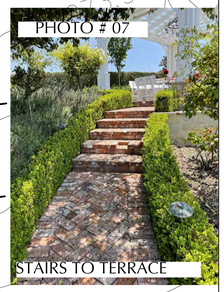
SCOPE OF WORK / PROJECT AREA -
APPROX 36,352 SQFT
INCLUDES PROPOSED: NEW POOL &
POOL DECK, EXPANDED EXISTING
PATIO,
NEW VEGETABLE GARDEN, NEW
BOCCE COURT, NEW FIRE PIT,
NEW GARDEN PATHS, NEW
OUTDOOR BBQ AREA
AND 2 NEW WATER FEATURES

PHOTO # 08



PLAY HOUSE

PHOTO # 07



STAIRS TO TERRACE

PHOTO # 06



RESIDENCE AND LAWN

PHOTO # 16



EXISTING RED BRICK TERRACE
WITH PV GARDEN WALL

PHOTO # 05



BACK LAWN

PHOTO # 04



BACK LAWN AND DINING PAVILION

PHOTO # 03



MAIN BRICK PATIO

PHOTO # 01



BREEZWAY

PHOTO # 02



SIDE LAWN

Richie-Bray, Inc.
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LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE BRAY
No. 4487
Expiration Date
12-31-21
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ
RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA
90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

EXISTING CONDITIONS

CITY
RE-SUBMITTAL
12.03.21

REVISIONS

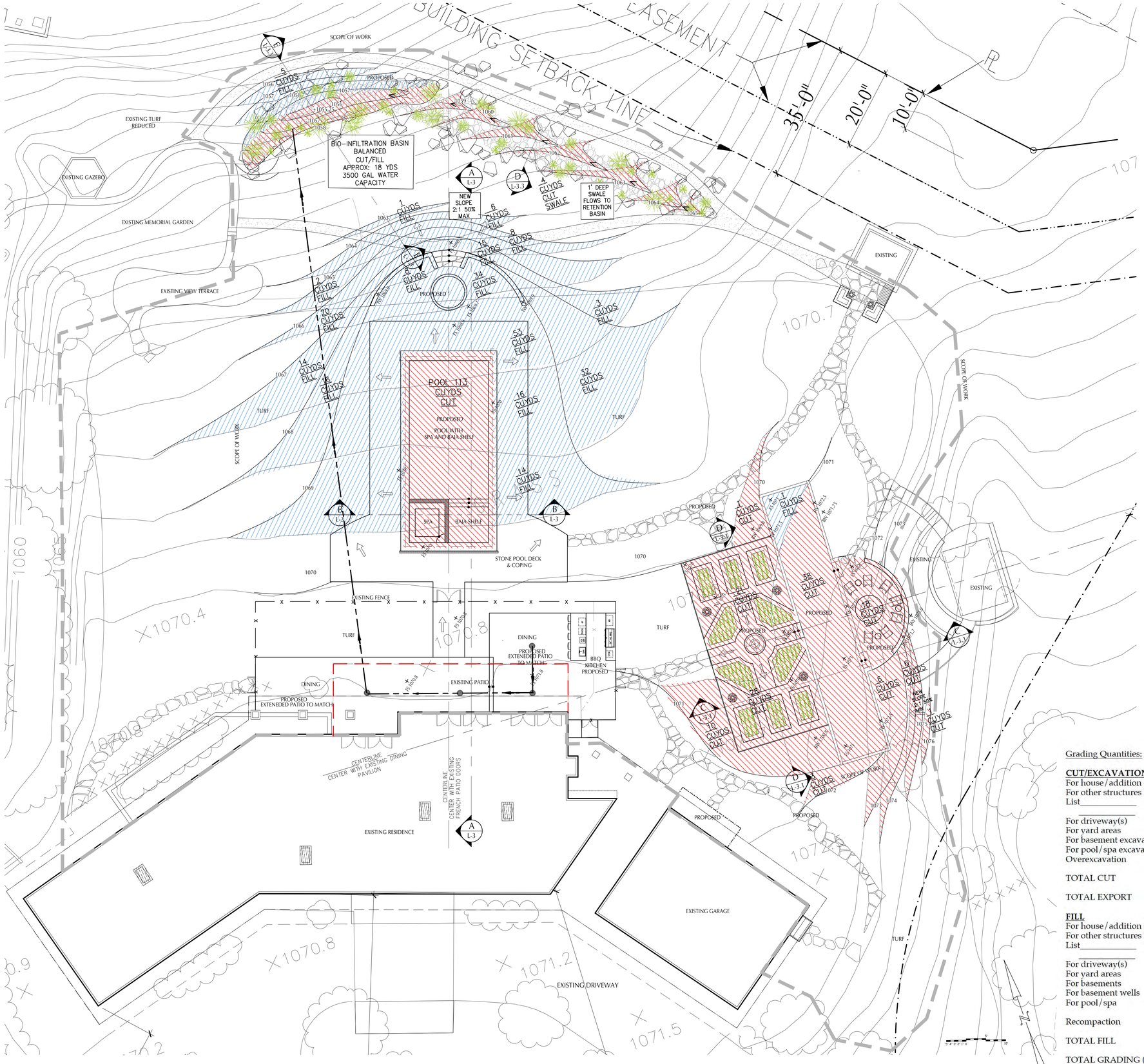
12-03-2021
11-01-2021
10-26-2021
10-20-2021
10-11-2021

SCALE: 1" = 10'
DATE: 10-07-2021
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

SHEET NO.

L-2



GRADING

CUT AREAS:
248 CUBIC YARDS

TOTAL DISTURBEDAREA
3438 SQFT

FILL AREAS:
248 CUBIC YARDS

TOTAL DISTURBED AREA:
4761 SQFT

CUT & FILL TOTAL DISTURBED
8199 SQFT
2.7% NET LOT AREA

NEW CONTOUR

DRAINAGE

SHEET FLOW

AREA DRAIN

DRAIN PIPE FLOW DIRECTION

COBBLE LINED BIOFILTRATION SWALE WITH BIORETENTION BASIN

NOTE:

ALL SLOPES SHALL NOT BE STEEPER IN SLOPE THAN TWO HORIZONTAL TO ONE VERTICAL, OR EXCEED A VERTICAL HEIGHT OF THIRTY FEET (30') BELOW OR ABOVE THE NATURAL GRADE. SHALLOWER SLOPES ARE STRONGLY ENCOURAGED. ALL SLOPES SHALL BE MARKED WITH GRADE. (MUNICIPAL CODE TITLE 17). CUT AND FILL MUST BE BALANCED ON SITE.

GRADING AND EXCAVATION INFORMATION

Grading Quantities:	Cubic Yds.	Max. Depth	Max. Depth Location
CUT/EXCAVATION			
For house/addition			
For other structures (i.e. walls)			
List			
For driveway(s)			
For yard areas	135	2'-0"	S.E. CORNER BOCCE COURT
For basement excavation			
For pool/spa excavation	113	7'-7"	NORTH END POOL - DEEP END
Overexcavation			
TOTAL CUT	248		
TOTAL EXPORT			0
FILL			
For house/addition			
For other structures (i.e.walls)			
List			
For driveway(s)			
For yard areas	248	4'-7"	NORTH OF POOL @ WATER FEATURE
For basements			
For basement wells			
For pool/spa			
Recompaction			
TOTAL FILL	248		
TOTAL GRADING (Sum of total cut and total fill)	496		

Richie-Bray, Inc.
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LICENSED LANDSCAPE ARCHITECT
DEBORAH RITCHIE BRAY
No. 2497
Signature
Date 9/30/22
Renewal Date 9.1.23
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA 90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

CONCEPTUAL GRADING AND DRAINAGE PLAN

CITY RE-SUBMITTAL 12.03.21

REVISIONS

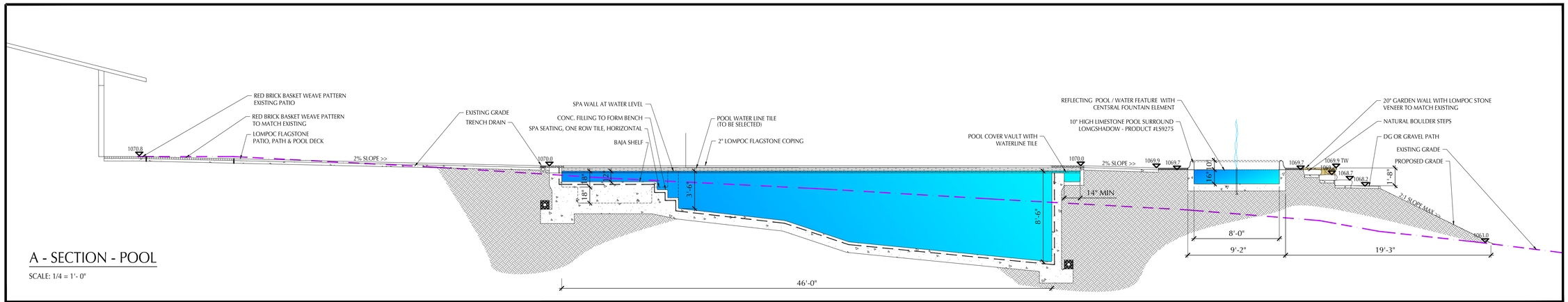
12-03-2021
11-01-2021
10-26-2021
10-20-2021
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10-08-2021

SCALE: 1" = 10'
DATE: 10-08-2021
DRAWN BY:
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XREF FILE:

PROJECT NO.

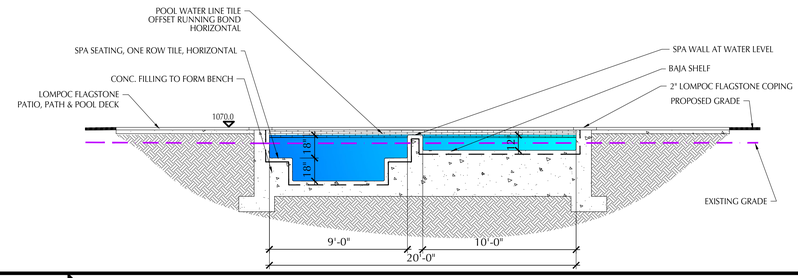
SHEET NO.

L-2.2



A - SECTION - POOL

SCALE: 1/4 = 1'- 0"



B - SECTION - POOL

SCALE: 1/4 = 1'- 0"

Drowning Prevention Safety Features - LA COUNTY CODE

Effective January 1, 2018, Health and Safety Code Section 115922 (LACBC 3109.4.4.2) requires new swimming pools or spas or remodeled swimming pools or spas at a private single-family home to be equipped with at least 2 drowning prevention safety features.

A. Removable mesh fencing that meets ASTM Standard F2286.
B. A pool safety cover that meets ASTM Standard F1346.
C. A pool alarm that, when placed in the pool, will sound upon detection of entrance into the water. The pool alarm shall meet ASTM Standard F2208.
D. Other means of protection, if the degree of protection afforded is equivalent to the other devices specified above and has been independently verified by an approved testing laboratory as meeting standards for the device established by ASTM or ASME.

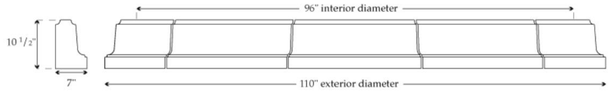
NOTE:

AS PER COUNTY CODE ABOVE POOL WILL BE EQUIPPED WITH:

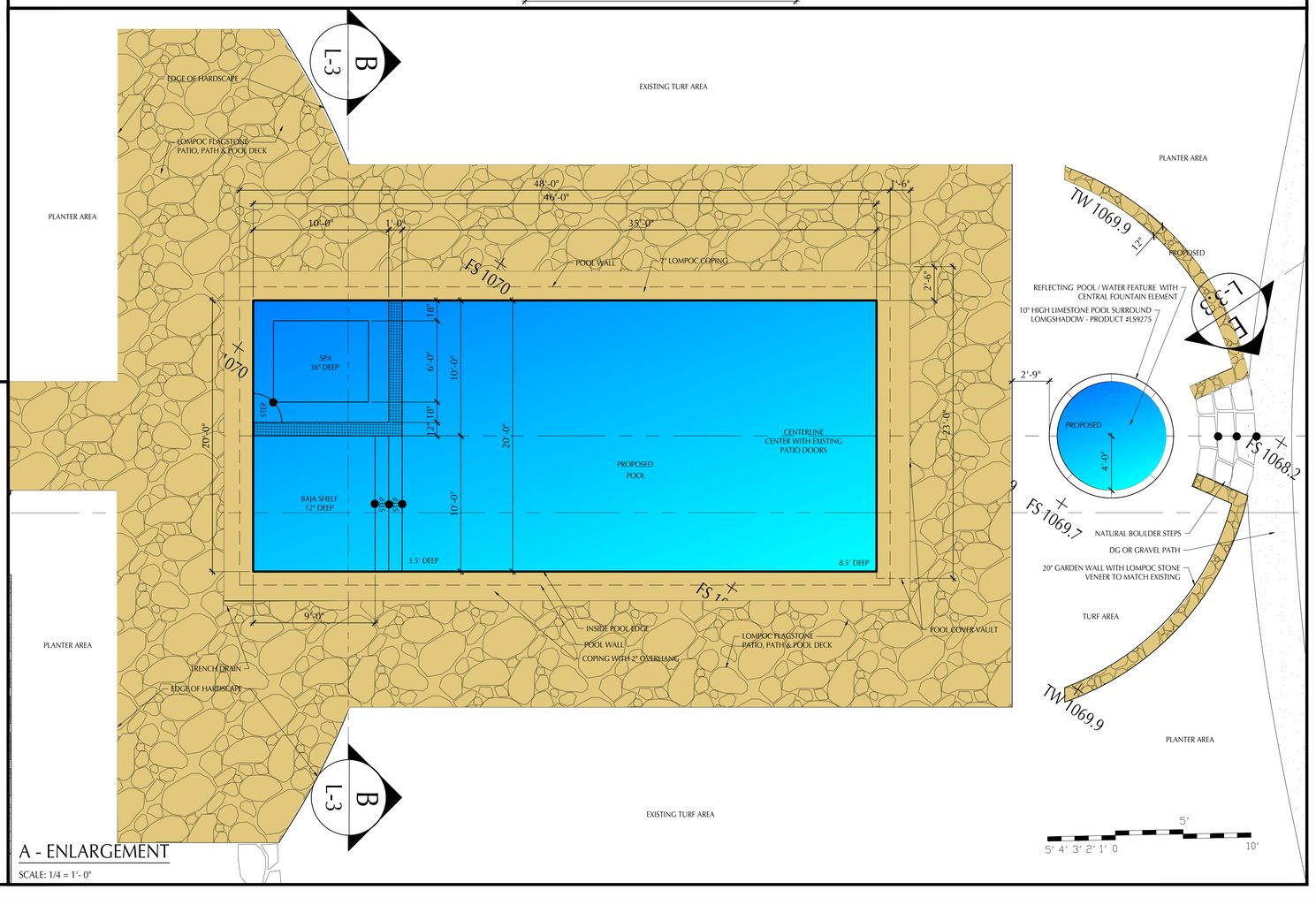
1. A pool safety cover that meets ASTM Standard F1346.
2. A pool alarm that, when placed in the pool, will sound upon detection of entrance into the water. The pool alarm shall meet ASTM Standard F2208.



Pool Surround 8 Feet
LS 9275
in 8 sections
10.5" high
96" interior diamter - 110" exterior diameter
1288 lb.



A - IMAGES - FOUNTAIN



A - ENLARGEMENT

SCALE: 1/4 = 1'- 0"

Richie-Bray, Inc.
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LICENSED LANDSCAPE ARCHITECT
REGISTRATION NO. 4187
Deborah Richie-Bray
Signature
12-03-21
Renewal Date
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ
RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA
90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

POOL DETAILS AND
ENLARGEMENTS

CITY
RE-SUBMITTAL
12.03.21

REVISIONS

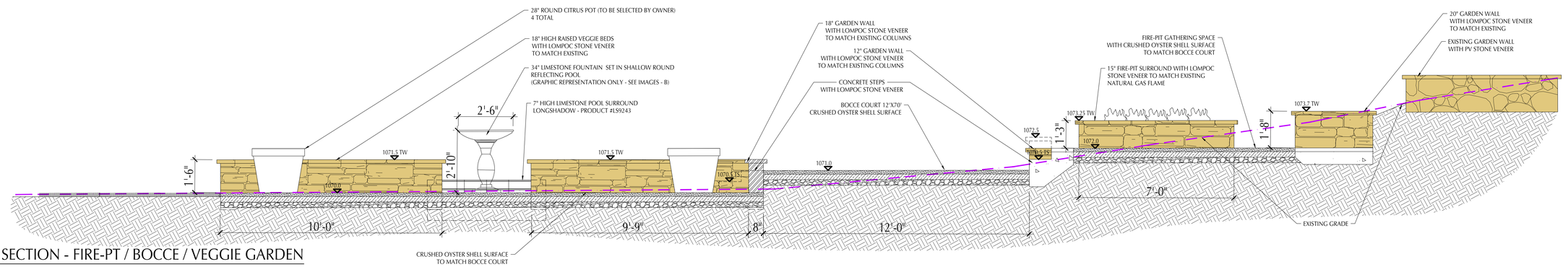
11-01-2021
10-27-2021
10-26-2021
10-20-2021
10-12-2021
12-03-2021 10-11-2021

SCALE: 1/4" = 1'-0"
DATE: 10-05-2021
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

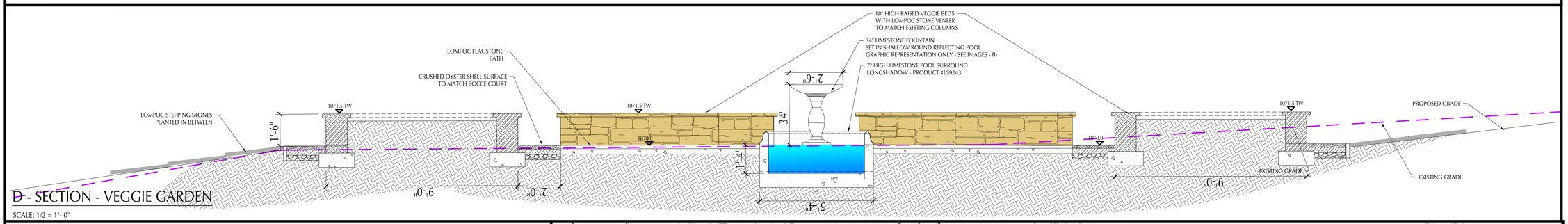
SHEET NO.

L-3



C - SECTION - FIRE-PT / BOCCE / VEGGIE GARDEN

SCALE: 1/2 = 1'- 0"



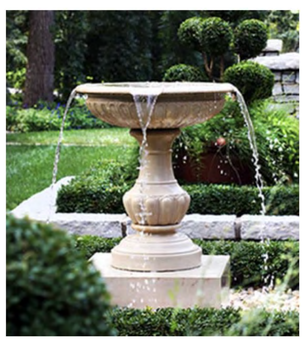
~~D~~ - SECTION - VEGGIE GARDEN

SCALE: 1/2 = 1'- 0"

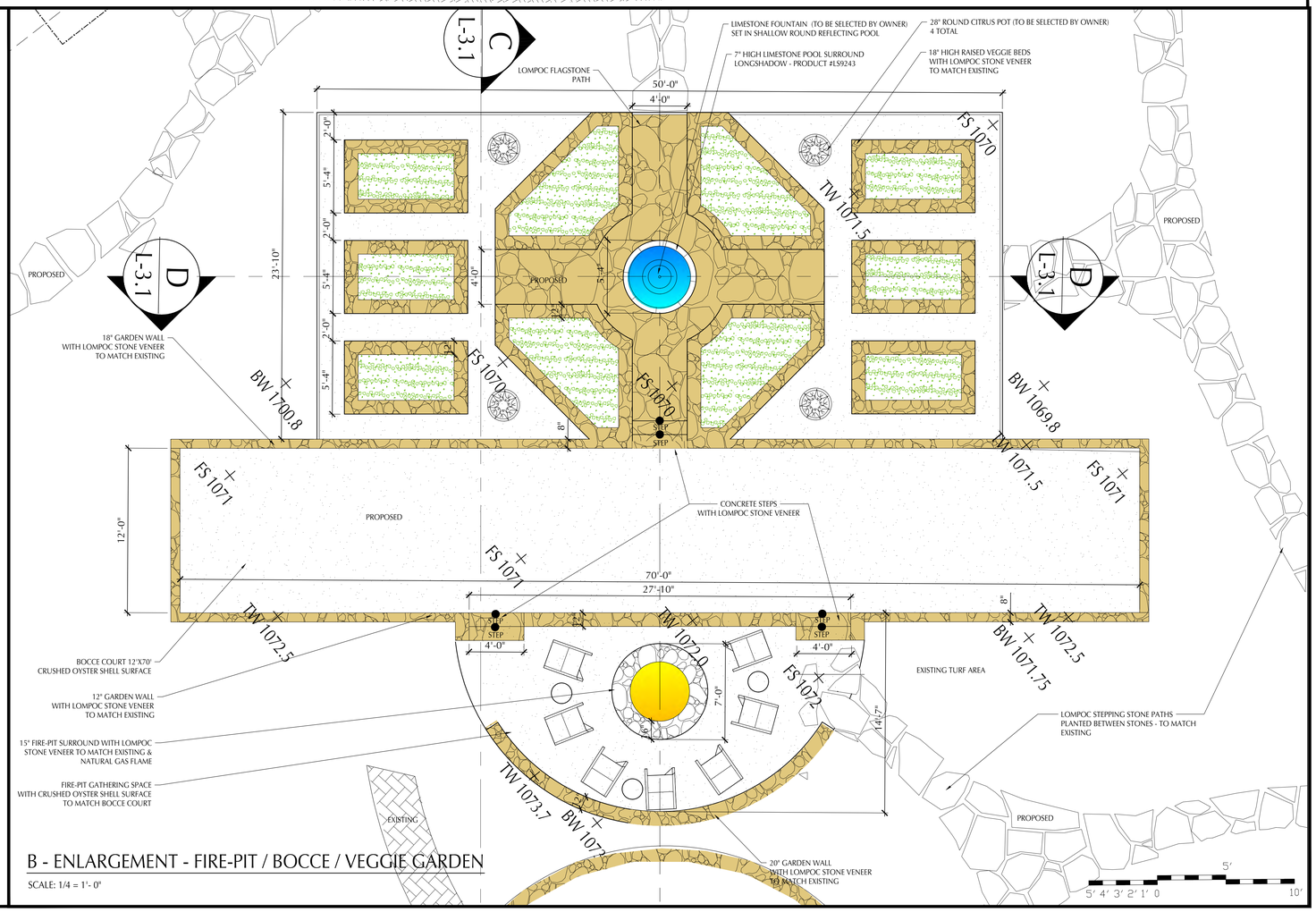
Pool Surround 4.5 Feet
LS 9243
in 8 sections
7" high
54" interior diamter - 64" exterior diameter
396 lb.

Bocelli Fountain
LS 9571
34" high
30" diameter - 17.5" diameter base
316 lb.





B - IMAGES - FOUNTAIN



B - ENLARGEMENT - FIRE-PIT / BOCCE / VEGGIE GARDEN

SCALE: 1/4 = 1'- 0"

Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE

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Rolling Hills Estates, CA 90274
(310) 377-5868

E-mail: deb@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH A. RICHIE
Signature
12/20/22
Renewal Date
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ
RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA
90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

FIRE-PIT, VEGGIE
GARDEN & BOCCE
COURT DETAILS &
ENLARGEMENTS

CITY
RE-SUBMITTAL
12.03.21

REVISIONS

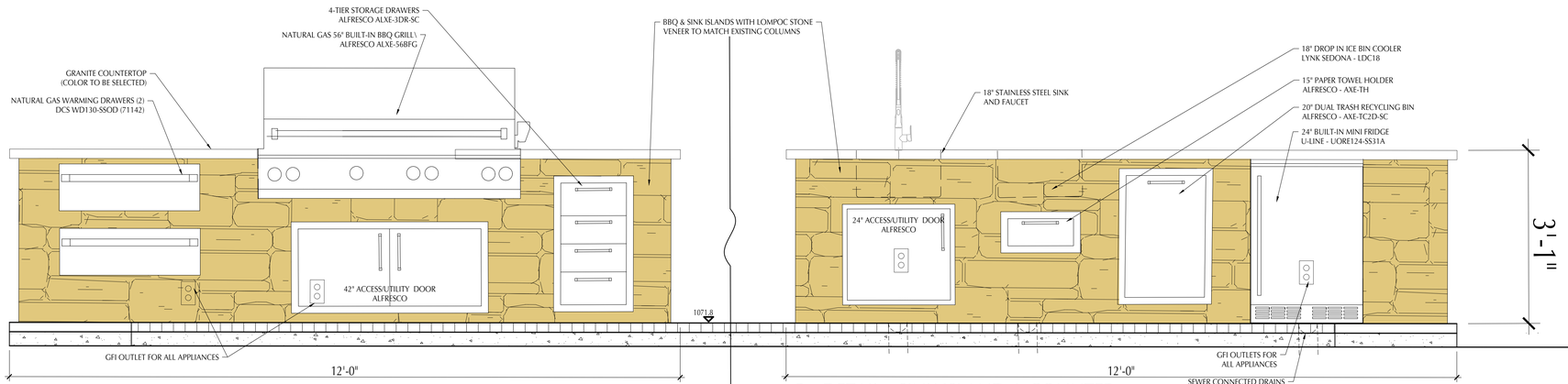
12-03-2021
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10-20-2021
10-12-2021
10-11-2021

SCALE: 1/4" = 1'-0"
DATE: 10-05-2021
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

SHEET NO.

L-3.1

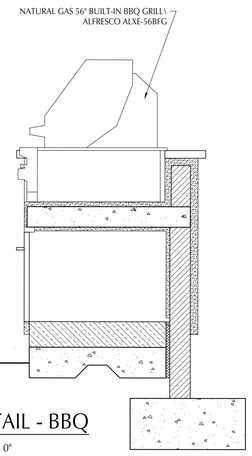


A - DETAIL - BBQ ISLAND & COUNTER

SCALE: 1" = 1'- 0"

B - DETAIL - SINK ISLAND & COUNTER

SCALE: 1" = 1'- 0"



C - DETAIL - BBQ

SCALE: 1" = 1'- 0"

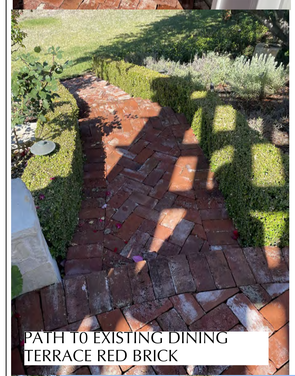
EXISTING BRICK & LOMPOCM (pv stone) CONNECTIONS THROUGHOUT PROPERTY



EXISTING DINING TERRACE
RED BRICK AND PV STONE



EXISTING DINING TERRACE
RED BRICK AND PV STONE



PATH TO EXISTING DINING
TERRACE RED BRICK

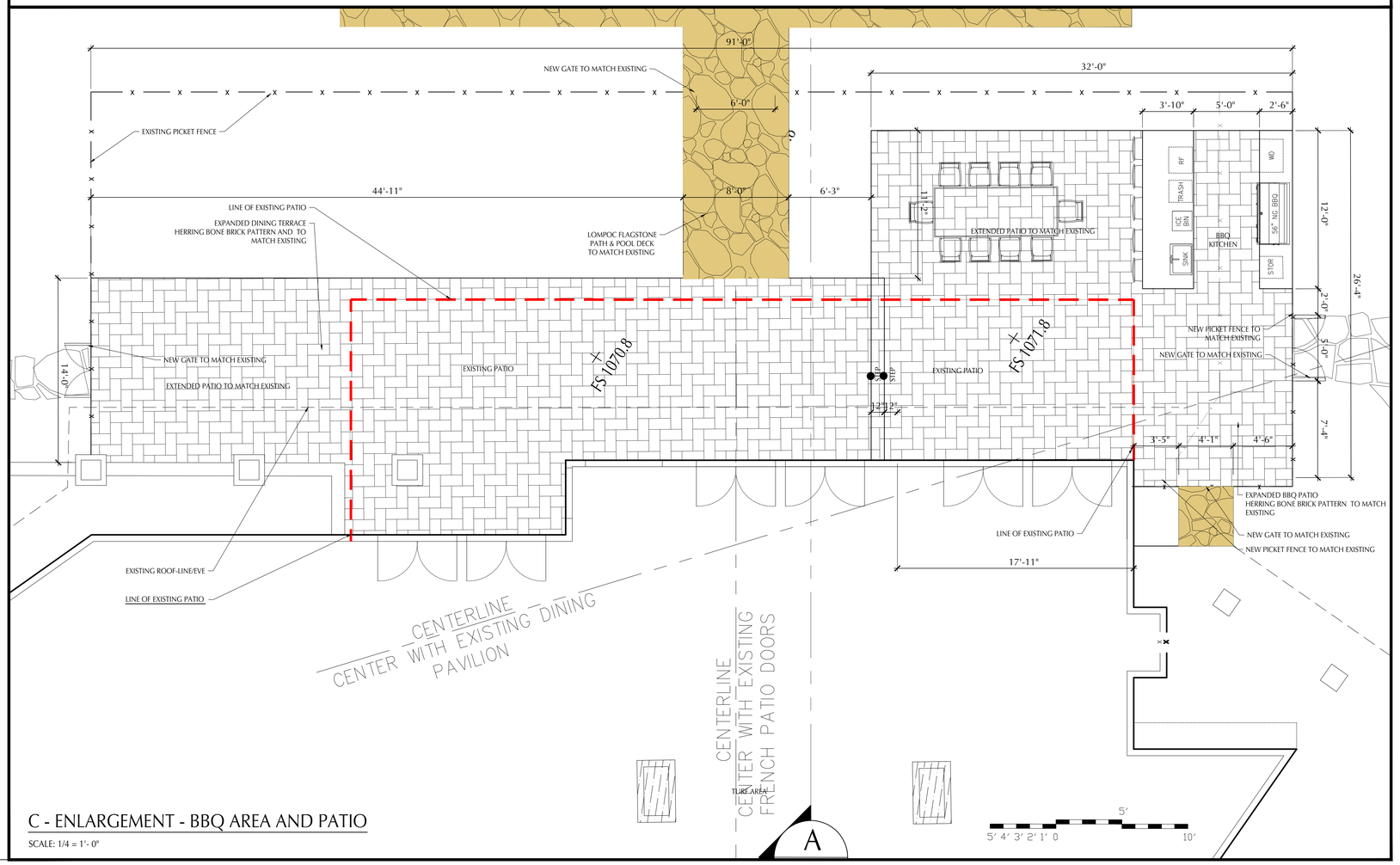


EXISTING BRICK GARDEN WALL
WITH PV COLUMNS AND
STEPPING STONES



EXISTING PV PATIO AND RED
BRICK PATIOS @ GUEST HOUSE

C - IMAGES - PV STONE & BRICK



C - ENLARGEMENT - BBQ AREA AND PATIO

SCALE: 1/4 = 1'- 0"

Richie-Bray, Inc.
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LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE-BRAY
No. 3022
Renewal Date
10-31-21
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ
RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA
90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

BBQ AREA DETAILS
AND ENLARGEMENTS

CITY
RE-SUBMITTAL
12.03.21

REVISIONS

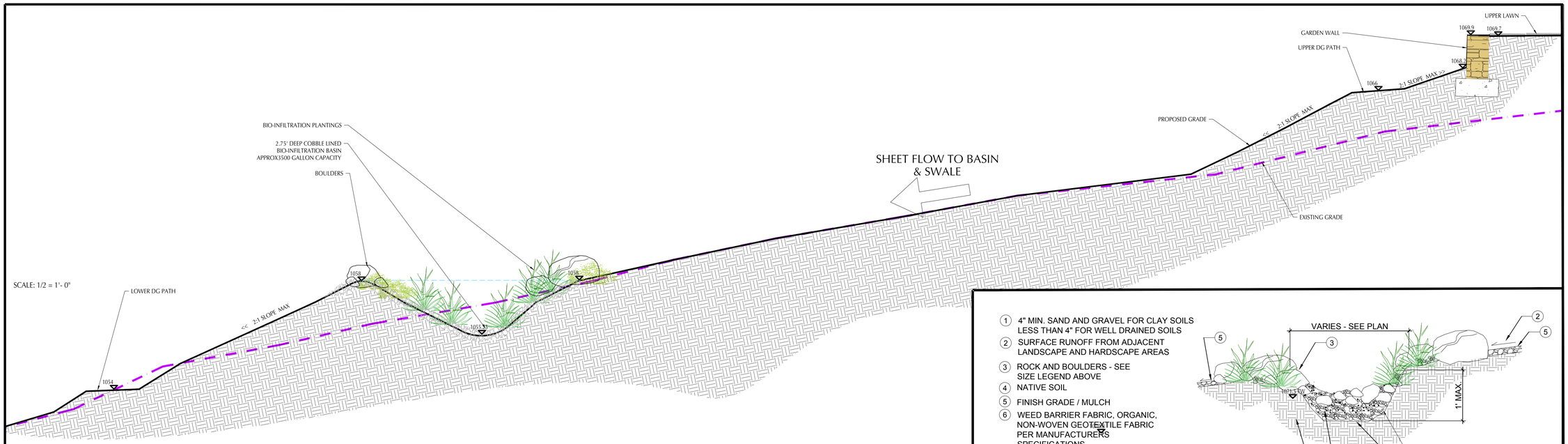
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10-21-2021
10-11-2021

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DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

SHEET NO.

L-3.2



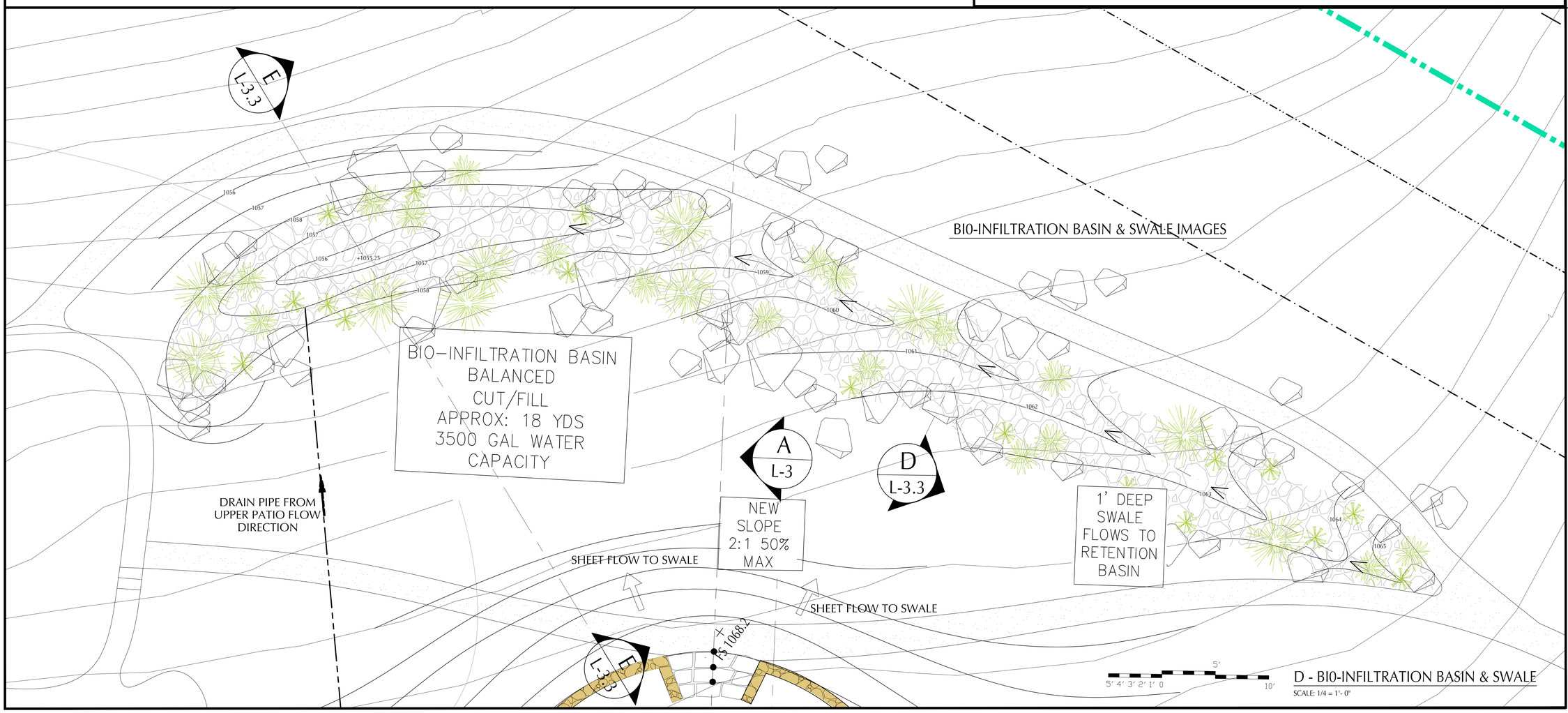
E - COBBLE LINED BIO-INFILTRATION BASIN

SCALE: 1/2 = 1'- 0"

1. 4" MIN. SAND AND GRAVEL FOR CLAY SOILS LESS THAN 4" FOR WELL DRAINED SOILS
2. SURFACE RUNOFF FROM ADJACENT LANDSCAPE AND HARDSCAPE AREAS
3. ROCK AND BOULDERS - SEE SIZE LEGEND ABOVE
4. NATIVE SOIL
5. FINISH GRADE / MULCH
6. WEED BARRIER FABRIC, ORGANIC, NON-WOVEN GEOTEXTILE FABRIC PER MANUFACTURERS SPECIFICATIONS

D - COBBLE LINED VEGITATED BIO-INFILTRATION SWALE

SCALE: NTS



BIO-INFILTRATION BASIN & SWALE IMAGES

D - BIO-INFILTRATION BASIN & SWALE

SCALE: 1/4 = 1'- 0"

Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE

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LICENSED LANDSCAPE ARCHITECT
DEBORAH A. RICHIE-BRAY
Expiration Date
01-31-23
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ
RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA
90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

COBBLE LINED
BIO-INFILTRATION
BASIN & SWALE

CITY
RE-SUBMITTAL
12.03.21

REVISIONS

12-03-2021
11-01-2021

SCALE: 1/4" = 1'-0"
DATE: 10-29-2021
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

SHEET NO.

L-3.3

DELTA BLUE GRASS COMP - CA NATIVE MOW FREE MIX- 9672 SQFT - LOW/MED WATER USE

MOWED
4858 SQ FT

NOT MOWED
4814 SQFT



SUSTAINABLE CALIFORNIA MEADOW MIX - 2421 SQFT - LOW

COMMON YARROW	BLUE GRAMA GRASS
DOUGLAS IRIS	NODDING NEEDLE GRASS
CALIF POPPY	PURPLE NEEDLE GRASS
GIKIA	COAST RANGE MELIC
BLUE EYED GRASS	MINIATURE LUPIN
FOOTHILL PENSTEMON	MOUNTAIN GARLAND
WESTERN COLUMBINE	BABY BLUE EYES
CALIFORNIA POPPY	OWLS CLOVER
CALIFORNIA ASTER	CLARKIA



GROUND COVER AREAS - 2067 SQFT - LOW

COMMON YARROW
THYME
DYMONIA

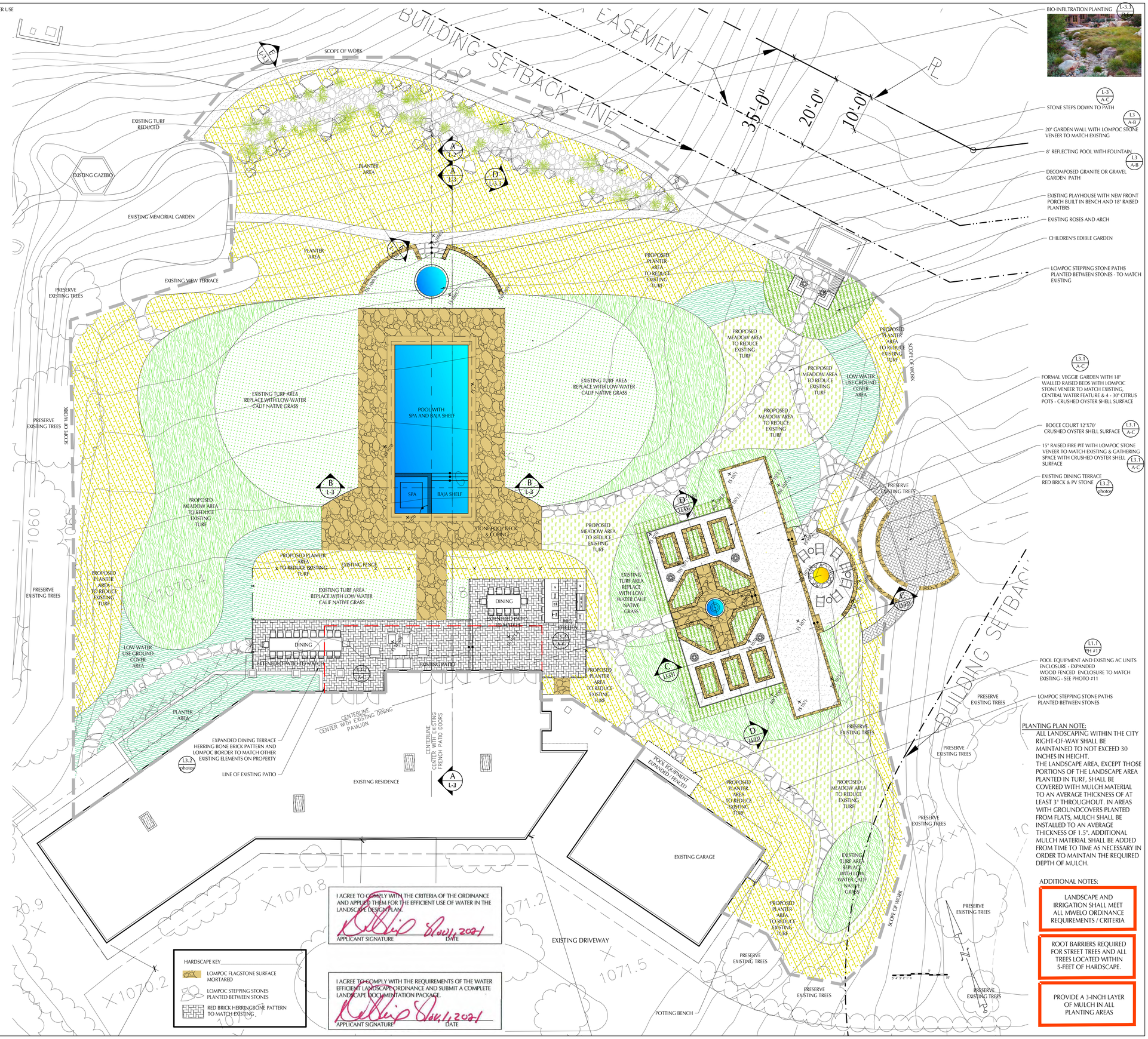


SUSTAINABLE CALIFORNIA FRIENDLY PLANTINGS - 9885 SQFT - LOW

LAVENDER (MULTI VAR)	LEMONADE BERRY
CEANOTHUS	ROSEMARY
MONKEY FLOWER	CANYON PRINCE GRASS
DEER GRASS	BUCKWHEAT
WESTRINGIA	BUSH LUPIN
BACCHARIS	TAGETES
ARTEMISIA	ELDERBERRY
SALVIA (MULTI VAR)	GOOSEBERRY
MATILIJA POPPY	BUSH SUNFLOWER



EDIBLE GARDENS - 894 SQFT



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LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE BRAY
No. 3572
Renewal Date
10/31/22
STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA 90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

CONCEPTUAL LANDSCAPE AREAS

CITY RE-SUBMITTAL 01.12.22

REVISIONS

	10-11-2021
	10-08-2021
01-12-2022	10-01-2021
01-04-2022	09-29-2021
12-03-2021	09-16-2021
10-26-2021	09-10-2021
10-20-2021	08-11-2021

SCALE:	1" = 10'
DATE:	07-13-2021
DRAWN BY:	
CHECKED:	
XREF FILE:	

PROJECT NO.

SHEET NO.

LP-1

DELTA BLUE GRASS COMP - CA NATIVE MOW FREE MIX- 9672 SQFT - LOW/MED

MOWED 4858 SQ FT

NOT MOWED 4814 SQFT



SUSTAINABLE CALIFORNIA MEADOW MIX - 2421 SQFT - LOW

COMMON YARROW	BLUE GRAMA GRASS
DOUGLAS IRIS	NODDING NEEDLE GRASS
CALIF POPPY	PURPLE NEEDLE GRASS
GIKIA	COAST RANGE MELIC
BLUE EYED GRASS	MINIATURE LUPIN
FOOTHILL PENSTEMON	MOUNTAIN GARLAND
WESTERN COLUMBINE	BABY BLUE EYES
CALIFORNIA POPPY	OWLS CLOVER
CALIFORNIA ASTER	CLARKIA



GROUND COVER AREAS - 2067 SQFT - LOW

COMMON YARROW
THYME
DYMONIA



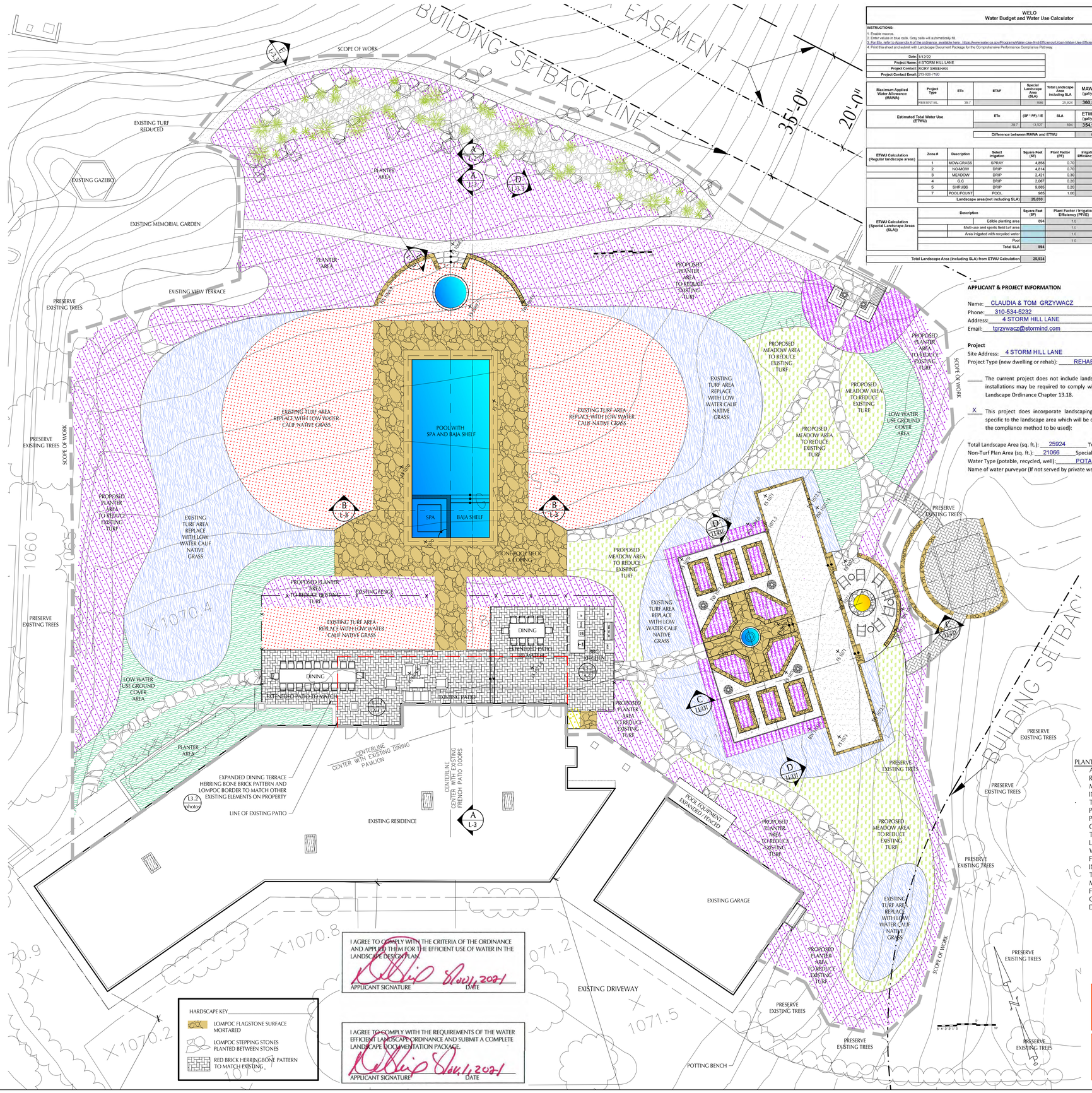
SUSTAINABLE CALIFORNIA FRIENDLY PLANTINGS - 9885 SQFT - LOW

LAVENDER (MULTI VAR)	LEMONADE BERRY
CEANOTHUS	ROSEMARY
MONKEY FLOWER	CANYON PRINCE GRASS
DEER GRASS	BUCKWHEAT
WESTRINGIA	BUSH LUPIN
BACCHARIS	TAGETES
ARTEMISIA	ELDERBERRY
SALVIA (MULTI VAR)	GOOSEBERRY
MATILIJA POPPY	BUSH SUNFLOWER



EDIBLE GARDENS - 894 SQFT





HARDSCAPE KEY

- LOMPOC FLAGSTONE SURFACE MORTARED
- LOMPOC STEPPING STONES PLANTED BETWEEN STONES
- RED BRICK HERRINGBONE PATTERN TO MATCH EXISTING

I AGREE TO COMPLY WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

APPLICANT SIGNATURE — DATE 01/11/2021

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE.

APPLICANT SIGNATURE — DATE 01/11/2021

WELO
Water Budget and Water Use Calculator

INSTRUCTIONS:
1. Enable macros.
2. Enter values in blue cells. Gray cells will automatically fill.
3. For Eto, refer to Appendix A of the ordinance, available here: https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency
4. Print this sheet and submit with Landscape Document Package for the Comprehensive Performance Compliance Pathway

Date:	1/12/22
Project Name:	4 STORM HILL LANE
Project Contact:	RORY SHEEHAN
Project Contact Email:	213-925-7150

Maximum Applied Water Allowance (MAWA)	Project Type	ETo	ETAF	Special Landscape Area (SLA)	Total Landscape Area including SLA	MAWA (gal/yr)	
	RES ENT AL	39.7		894	25,924	360,854	MAWA = (ETo) * (0.62) *[(ETAF*LA) + ((1-ETAF) * SLA)]

Estimated Total Water Use (ETWU)	ETo	(SF * PF) / IE	SLA	ETWU (gal/yr)	
	39.7	13,527	894	354,962	ETWU =(ETo) * (0.62) *((PF*SF/IE) + SLA)
Difference between MAWA and ETWU				5,891	Project meets water budget.

ETWU Calculation (Regular landscape areas)	Zone #	Description	Select Irrigation	Square Feet (SF)	Plant Factor (PF)	Irrigation Efficiency (IE)	(SF * PF) / IE
	1	MOW-GRASS	SPRAY	4,858	0.70	0.75	4,534
	2	NO-MOW	DRIP	4,814	0.70	0.81	4,160
	3	MEADOW	DRIP	2,421	0.30	0.81	897
	4	G.C	DRIP	2,067	0.20	0.81	510
	5	SHRUBS	DRIP	9,885	0.20	0.81	2,441
	7	POOL/FOUNT	POOL	985	1.00	1.00	985
		Landscape area (not including SLA)		25,039			13,527

ETWU Calculation (Special Landscape Areas (SLA))	Description	Square Feet (SF)	Plant Factor / Irrigation Efficiency (PF/IE)	(SF * PF) / IE
	Edible planting area	894	1.0	894
	Multi-use and sports field turf area		1.0	-
	Area irrigated with recycled water		1.0	-
	Pool		1.0	-
	Total SLA	894		894
	Total Landscape Area (including SLA) from ETWU Calculation	25,924		

APPLICANT & PROJECT INFORMATION

Name: CLAUDIA & TOM GRZYWACZ
Phone: 310-534-5232
Address: 4 STORM HILL LANE
Email: tgrzywacz@stormind.com

Project

Site Address: 4 STORM HILL LANE
Project Type (new dwelling or rehab): REHAB

___ The current project does not include landscaping. I am aware that future landscape installations may be required to comply with the City of Rolling Hills Water Efficient Landscape Ordinance Chapter 13.18.

_X_ This project does incorporate landscaping. (Please provide the information below specific to the landscape area which will be completed as part of this project and specify the compliance method to be used):

Total Landscape Area (sq. ft.): 25924 Turf Area (sq. ft.): 4858
Non-Turf Plan Area (sq. ft.): 21066 Special Landscape Area (sq. ft.): 894
Water Type (potable, recycled, well): POTABLE
Name of water purveyor (If not served by private well): CAL WATER SERVICE

PLANTING PLAN NOTE:

- ALL LANDSCAPING WITHIN THE CITY RIGHT-OF-WAY SHALL BE MAINTAINED TO NOT EXCEED 30 INCHES IN HEIGHT.
- THE LANDSCAPE AREA, EXCEPT THOSE PORTIONS OF THE LANDSCAPE AREA PLANTED IN TURF, SHALL BE COVERED WITH MULCH MATERIAL TO AN AVERAGE THICKNESS OF AT LEAST 3" THROUGHOUT. IN AREAS WITH GROUNDCOVERS PLANTED FROM FLATS, MULCH SHALL BE INSTALLED TO AN AVERAGE THICKNESS OF 1.5". ADDITIONAL MULCH MATERIAL SHALL BE ADDED FROM TIME TO TIME AS NECESSARY IN ORDER TO MAINTAIN THE REQUIRED DEPTH OF MULCH.

ADDITIONAL NOTES:

LANDSCAPE AND IRRIGATION SHALL MEET ALL MWELO ORDINANCE REQUIREMENTS / CRITERIA

ROOT BARRIERS REQUIRED FOR STREET TREES AND ALL TREES LOCATED WITHIN 5-FEET OF HARDSCAPE.

PROVIDE A 3-INCH LAYER OF MULCH IN ALL PLANTING AREAS

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 BRAY — 4939 — Renewal Date 08/31/23 — STATE OF CALIFORNIA

PROJECT TITLE

GRZYWACZ RESIDENCE

4 STORM HILL LANE
ROLLING HILLS, CA 90247

REGION: 14 / CLUSTER: 14177
LOT 4 / P.M. 332-30-40
APN 7570-024-017

SHEET TITLE

HYDROZONE PLAN

CITY RE-SUBMITTAL 01.12.22

REVISIONS

01-12-2022

SCALE: 1" = 10'

DATE: 01-04-2022

DRAWN BY:

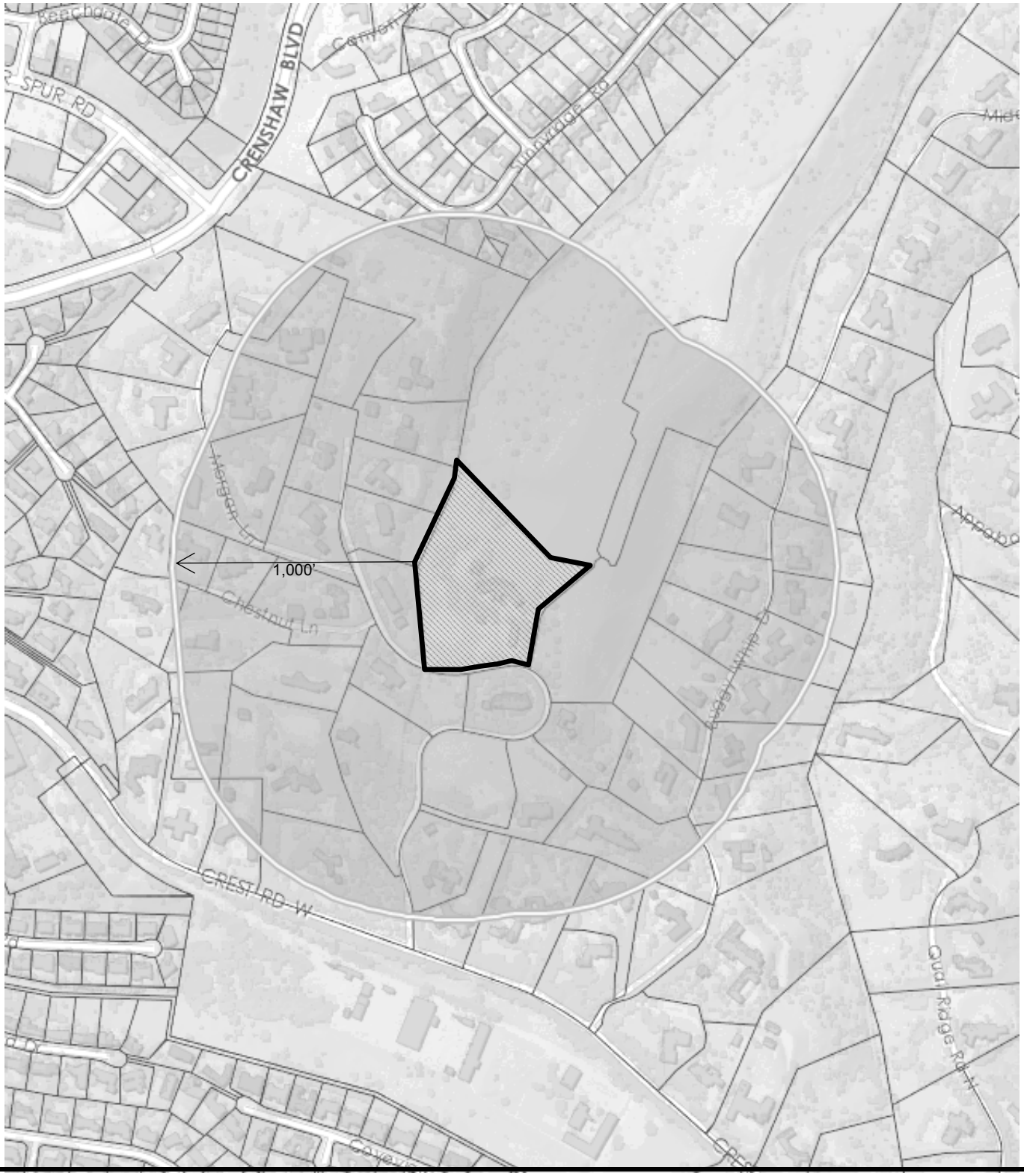
CHECKED:

XREF FILE:

PROJECT NO.

SHEET NO.

LP-2



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

TITLE VICINITY MAP **CASE NO.** Zoning Case No. 21-13
Site Plan Review

OWNER Grzywacz

ADDRESS 4 Storm Hill Lane, Rolling Hills 90274 **SITE**

Agenda Item No.: 12.A
Mtg. Date: 02/28/2022

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

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

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

SUBJECT: **APPROVE EMERGENCY INFORMATION SYSTEM (RESIDENT DATABASE FOR EMERGENCY NOTIFICATION) AND COMMUNITY TRADING POST DEPLOYMENT PLAN.**

DATE: **February 28, 2022**

BACKGROUND:

On January 2021, the City Council engaged the services of Jimenez Consulting Solutions LLC (Jimenez) as the City's technology consultant to create a database that can be easily maintained by the Block Captains and can export data effortlessly to the e-notify and Alert Southbay platforms. Jimenez Consulting utilized a more simplistic yet robust approach that met the city's needs for customized software. Formally, called the Emergency Information System (EIS), the final version of the system is currently available and on the City's website. Before deploying a campaign to have residents enter data into the EIS, the beta product was demonstrated at the July 12, 2021 City Council meeting.

At the 2020 City Council Strategic Planning Workshop, then Councilmember Jim Black expressed the desire to allow residents to post classified ads in the City's Blue Newsletter. Ads in the Blue Newsletter would require a dedicated staff to manage posting because the Blue Newsletter is a paper publication. Instead of using the Blue Newsletter, Jimenez Consulting created a Trading Post on the City's website where residents are allowed to post items to give or to trade exclusively to other residents in the community. The Trading Post would only be available to residents and would use the same login required for the EIS. Residents can add photos, item description, contact information, and pricing, if appropriate for the trade. The City acts as the administrator of the Trading Post and has full privileges. The Trading Post feature was also demonstrated at the July 12, 2021 City Council meeting.

At the July 12, 2021 City Council meeting Councilmember Jeff Pieper, requested staff to add a

consent section, to inform residents the usage of the collected data, and access to the collected data. After Jimenez Consulting implemented the additions to the system, city staff and Lead Block Captain Arlene Honbo conducted five Beta Tests. These tests were performed with a small group of Block Captains who volunteered to conduct the testing. Testing of the system included "test driving" the mobile version, and the desktop version. The participants of the beta test made suggestions for possible changes. City staff and Arlene had several meetings to make updates on: security, efficacy, practicality, visual management, and others with Jimenez Consulting's assistance. The final system is presented today.

DISCUSSION:

The EIS will be managed by city staff. The data input ideally would be done by residents with the encouragement and assistance of the Block Captains. For example, if a resident moves out of the City, the Block Captain can either inform city staff to delete the entry and the Block Captains can logon to the system and delete the entry. Residents are restricted to see their information only. Block Captains are restricted to see information of other Block Captains and residents within their own ZONE(s). Limited and designated city staff will access to the system with full admin privileges.

The deployment plan to roll out the EIS and Trading Post will encompass the following:

- Blue Newsletter information piece on the EIS and Trading Post.
- Follow up Blue Newsletter announcement of the deployment of EIS and Trading Post.
- Invite residents to register at City Hall in April and May 2022 between 4pm-5pm, on Tuesdays. Residents can either call-in to the city and get registered over the phone providing their information to staff or come in-person at City Hall and staff can assist with registration.
- Hold training sessions on EIS and Trading Post for Block Captains at City Hall, as needed.
- Import data from EIS to the Alert Southbay and E-Notify.
- Conduct citywide notification drill using the Alert Southbay and E-Notify platforms.

City staff is recommending that Council approve deployment plan for the EIS and the Trading Post.

FISCAL IMPACT:
City Council approved an agreement to continue engaging Jimenez for another year ending January 1, 2023 on September 13, 2021 for $11,375 to provide as-needed maintenance service for the EIS and the Trading Post.

RECOMMENDATION:
Approve deployment plan.

ATTACHMENTS:

TradingPostScreenShot.pdf
ResidentPortal_Login_ScreenShot.pdf
Emergency_Information_System_Screen_Shot.pdf

Trading Post - Ad Listing

Trading Post Ad Listing

Search Listings SEARCH CLEAR FILTER

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

Ads

Sort by



Bed Set $500.00

Category: Furniture
Posted: 7/8/2021



Brand New TV $1,800.00

Category: Electronics
Posted: 7/8/2021



Macbook Air for Sale $430.00

Category: Computers
Posted: 7/8/2021



Test Ad 1 $200.00

Category: Appliances
Posted: 7/8/2021



Old Desk - Very Beautiful $540.00

Category: Antiques
Posted: 7/8/2021



50" Flat Screen TV $367.00

Category: Electronics
Posted: 7/8/2021



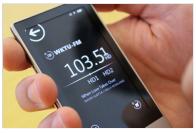
2008 Toyota Tacoma $9,743.00

Category: Automotive
Posted: 7/8/2021



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

Category: Electronics
Posted: 7/8/2021



Zune for Sale **$25.00**

Category: Electronics
Posted: 7/8/2021



Costume Jewelry for Sale **$76.00**

Category: Jewelry
Posted: 7/8/2021



Milwaukee Drill Set For Sale **$233.00**

Category: Tools
Posted: 7/8/2021



2011 Specialized Hardrock Mountain Bike **$300.00**

Category: Bicycles
Posted: 7/8/2021



Schwinn Voyageur IG3 Bike **$185.00**

Category: Bicycles
Posted: 7/8/2021



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

Category: Sporting Goods
Posted: 7/8/2021



Vintage Omega Watch **$281.00**

Category: Jewelry
Posted: 7/8/2021



Set of Silver Bangles **$120.00**

Category: Jewelry
Posted: 7/8/2021



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

Category: Electronics
Posted: 7/8/2021



Antique Parlor Table **$470.00**

Category: Antiques
Posted: 7/8/2021



Dumbell Set **$234.00**

Category: Sporting Goods
Posted: 7/8/2021



Dewalt Saw **$50.00**

Category: Tools

Posted: 7/8/2021

1 2

Records 1-20 of 27

CITY COUNCIL

LIVE STREAM OF PUBLIC MEETINGS

PUBLIC SERVICE REQUEST

ARCHIVE AGENDAS

ADDRESS :
2 Portuguese Bend Road Rolling Hills, CA 90274

PHONE NUMBER :
+ (310)-377-1521

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

Name

Email address

Phone

Message*

I'm not a robot

reCAPTCHA
Privacy - Terms

Resident Portal

Email Address

Password

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

Forgot your password? Click here to reset.



CITY COUNCIL



LIVE STREAM OF PUBLIC MEETINGS



PUBLIC SERVICE REQUEST



ARCHIVE AGENDAS



MAYOR'S CORNER

ADDRESS :
2 Portuguese Bend Road Rolling Hills, CA 90274

PHONE NUMBER :
+ (310)-377-1521

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

Name

Email address

Phone

Message*

I'm not a robot

reCAPTCHA
Privacy - Terms

Emergency Information System

Emergency Information System Trading Post Change Password Logout

2 Portuguese Bend Road

Household Information

Household Type Owner Occupied

Number of Adults in Household 2

Number of Children in Household 0

Languages Spoken in Household Other Than English

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

Special Needs

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

Special Needs Description

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

Emergency Equipment

Auxiliary Pump

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

Ham Radio Equipment

- ☐ Base Station
- ☐ Handheld / Portable

Horses / Large Animals

Number of horses or large animals requiring transport by trailer:

Property Information

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

Pool or Spa

- ☑ Pool
- ☐ Spa

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

Property Access Issues

Resident Information

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

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

Records 1-7 of 7

Block Captains

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

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



CITY COUNCIL



LIVE STREAM OF PUBLIC MEETINGS



PUBLIC SERVICE REQUEST



ARCHIVE AGENDAS



MAYOR'S CORNER

ADDRESS :
2 Portuguese Bend Road Rolling Hills, CA 90274

PHONE NUMBER :
+ (310)-377-1521

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

Name

Email address

Phone

Message*

I'm not a robot

reCAPTCHA
Privacy - Terms

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.B
Mtg. Date: 02/28/2022

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

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

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

SUBJECT: **RECEIVE AND FILE THE FEASIBILITY STUDY BY HQE SYSTEMS ON AN OUTDOOR SIREN SYSTEM, AND DIRECT STAFF TO CONDUCT A COMMUNITY SURVEY FOR FEEDBACK ON AN OUTDOOR SIREN SYSTEM.**

DATE: **February 28, 2022**

BACKGROUND:

In Fiscal Years 2019-2020 and 2020-2021, the City Council provided funding for the Block Captain Program 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 to solicit proposals on other communication systems. City staff presented a feasibility proposal from HQE System Inc. (HQE) for an outdoor siren system.

On April 26, 2021, staff recommended that City Council engage the services of HQE. The City Council directed Councilmember Jeff 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 feasibility study by HQE Systems Inc. is intended to identify the hardware, location of the hardware, software, system integration, and a detailed cost estimate to install a siren system for the community. The Lead Block Captains, along with many members of the Block Captains were in support of a feasibility study. The City Council ultimately engaged HQE to provide a feasibility study.

At the January 10, 2022 City Council meeting staff presented the final feasibility report from HQE and recommended the City Council to conduct a community survey to gauge interest for an outdoor siren system. In review of the feasibility report, 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 Option A and Option B presented in the feasibility study.

HQE's proposed options can be found on page 17 of the report. Option A street level map can be found on page 18 and Option B level map can be found on page 20. The street maps are also attached separately in this staff report. HQE provided the following information on the standard maintenance for outdoor warning siren system:

The proposed SiRcom solution rarely has maintenance issues outside of just the standard upkeep of the system due to environmental issues (dirt, dust, etc.). An estimated cost of maintenance for systems installed of this size ranges from $12K per year. The standard service agreement covers preventative maintenance visits and consumables. However, in the event that any corrective maintenance has to be performed, the client usually covers the costs.

Full-Service Package Includes $12K (increased at 3% inflation rate per year)

- *Customer support 24/7*
- *Service call support 24/7 (remote and onsite)*
- *One annual preventative maintenance inspection/service*
- *All parts and labor for corrective maintenance (exceptions to improper use, vandalism, Acts of God, etc.)*

DISCUSSION:

With spectacular views, and the rural characteristics of Rolling Hills, an outdoor siren system encompassing multiple poles to be erected may not be aesthetically pleasing or fitting to the community. While the outdoor siren project came about from a community survey in 2019 where the community expressed concern and fear for emergency situations with complete power failure, the feedback was that the City needed to identify a workable communication platform to notify residents. To assist the City Council in the decision of implementing an outdoor siren system, staff is recommending to conduct another community survey focused on the community's feedback on a siren system.

With the assistance of the Lead Block Captains Arlene and Gene Honbo, city staff drafted a community survey for the City Council's consideration. The draft survey provides a brief background on the risks of wildfires to the community and provides the purpose of an outdoor siren system. The draft survey is split into three categories: (1) Communication; (2) First Responders and Emergency Evacuation; and (3) Safety.

FISCAL IMPACT:

Should the City Council decide to move forward with an outdoor siren system as proposed in HQE's feasibility study, Solution A considered aesthetic for an estimated construction cost of $310,602. Solution B offers the most reliable solution in the market today for an estimate of $144,573. The anticipated annual maintenance Cost: $12,000.00. The Fiscal Year 2021-2022 adopted budget does not include funding for implementing an outdoor siren system. The city has an annual subscription to Survey Monkey - online survey system - funded by the operation budget for Fiscal Year 2021-2022. There would be no fiscal impact should the City Council moves forward with a community survey.

RECOMMENDATION:
Receive and file report; and approve staff to conduct a community survey.

ATTACHMENTS:
HQE Systems - General Maintenance Service Scope .pdf
HQE_Systems_-_Mass_Notification_Systems_Installation_Report__-_The_City_of_Rolling_Hills.pdf
HQE Systems - City of Rolling Hills Siren Location Maps (Zoomed In).pdf
Emergency Alert Siren System Community Survey DRAFT.pdf

MAINTENANCE SERVICE AGREEMENT SCOPE

HQE's proposed maintenance service scope:

- **Activation Systems Maintenance**
    - Clean PC, Monitor, Keyboard, Mouse and Microphone
    - Check RF connectors and re-seal where necessary
    - Complete updates to outdoor siren control software
    - Install Windows Security Patches and Updates
    - Rewire any radio cables to ensure they boot up immediately upon sensing power, in case of power failure
    - Conduct a complete shutdown and power-up of the system
    - Conduct silent and audible testing to ensure proper operation

- **Outdoor Warning Sirens**
    - Clean and reseal all electronics enclosures to prevent moisture from entering the cabinets
    - Conduct a complete shutdown and power-up of the tower
    - Clean off any rust or corrosion, and lubricate the battery terminals
    - Load test the battery and verified proper voltages
    - Re-wire radio cables to ensure they boot up immediately upon sensing power, in case of power failure
    - Check lightning protection module fuses, and re-seal RF connections as necessary
    - Test all fuses and fuse assemblies
    - Conduct local & remote audio testing
    - Conduct a silent self-test of the hardware, all amplifiers and drivers were found operational
    - Clean solar panels
    - Test antenna and seal RF connections as necessary
    - Replace speaker drivers as necessary

All terms and conditions to be agreed to by the Client and HQE. This ensures that the Client receives the service within the terms and conditions of the Client's contract structure.



HQE SYSTEMS, INC.

Mass Notification Report

Prepared December 2021

For The City Of Rolling Hills, California

Disclaimer of Liability

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.

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

Henry Hernandez
COO, Disabled Veteran



Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

1. Executive Summary

To the distinguished City of Rolling Hills's City Council Members,

HQE Systems, Inc. (HQE) is a Minority-Owned, FEMA Certified Service-Disabled Veteran-Owned Small Business (SDVOSB) 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 intent of the system is to provide Mass Alerting and Warning in the event of 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, to analyze the presence and signal capabilities of cellular, radio, and other communications channels.
- Sound Propagation Analysis: Utilizing the information gathered during the site survey, GIS, and DoD 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 two ideal installation options for The City of Rolling Hills. These options were developed with the following priorities (not in order): Alerting Effectiveness, Initial Budget, Sustainment Budget, Project Timeline, and System Installed Visibility.

Solution A (Low Visual Signature Installation Option): This solution was developed to provide The City of Rolling Hills with a solution that provides the best visually pleasing option. This option will utilize the SiRcom-Vector outdoor speaker arrays. These modern intelligible speakers will provide the "best-look" for the City. The rough order of magnitude pricing for Solution A is, $310,601.53

Solution B (Lowest Cost Installation Option): This solution was developed to provide the best price while maintaining the highest quality of outdoor warning capabilities. The solution utilizes the SiRcom outdoor warning intelligible sirens. Although lowest in price, SiRcom is determined to be the most reliable solution in the market today. The rough order of magnitude pricing for Solution B is, $144,572.93

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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 its operational needs from the planned PSPS or electrical systems failures from the hazard (fire, wind, etc). Environmental events like these 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 days when the sun may be blocked by smoke or clouds.

The infamous 2020 wildfires that overtook the northern regions of Los Angeles and Ventura County exposed the dangers of only relying on web-based or cellular-based emergency alert systems. With over 33 deaths, many of the 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 to save lives and protect property.

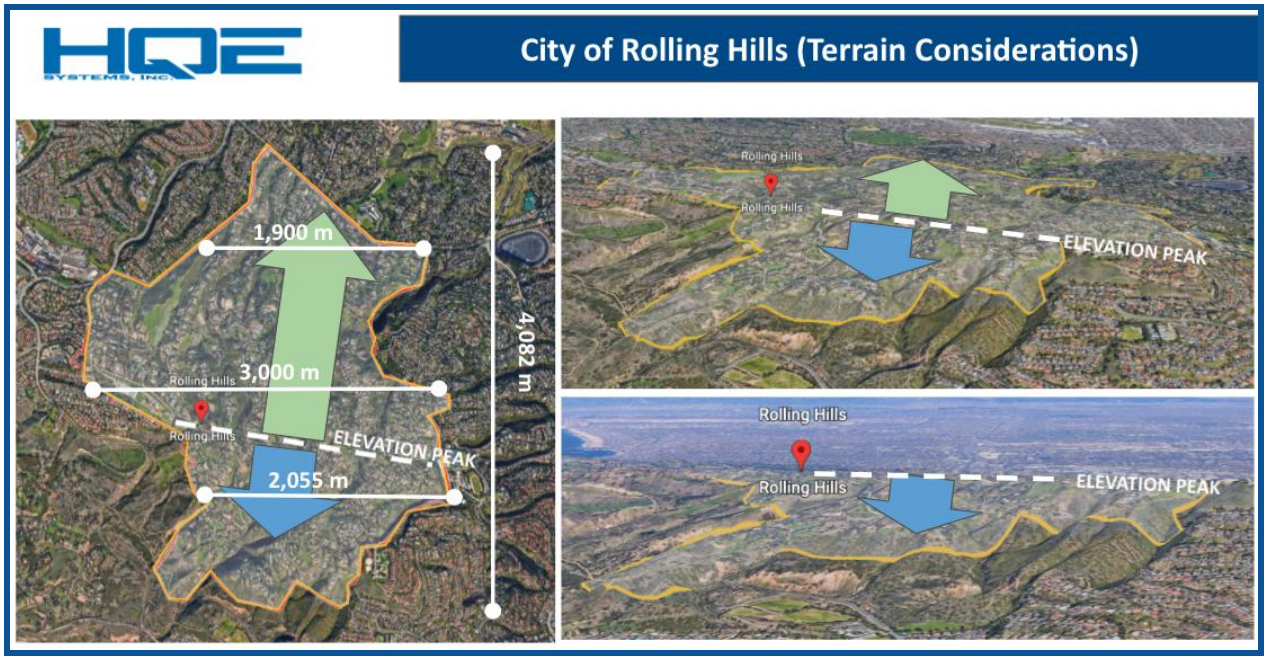
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3. The City of Rolling Hills Consideration Factors

3.1 General Information

Line	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



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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.

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 a detailed site survey and spent time on-site gathering information to fully understand the constraints that could impact the system's operational and technical performances. During the on-site interview, 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 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 take into consideration 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)

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Environmental factors that will be present during inclement weather were important 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.

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

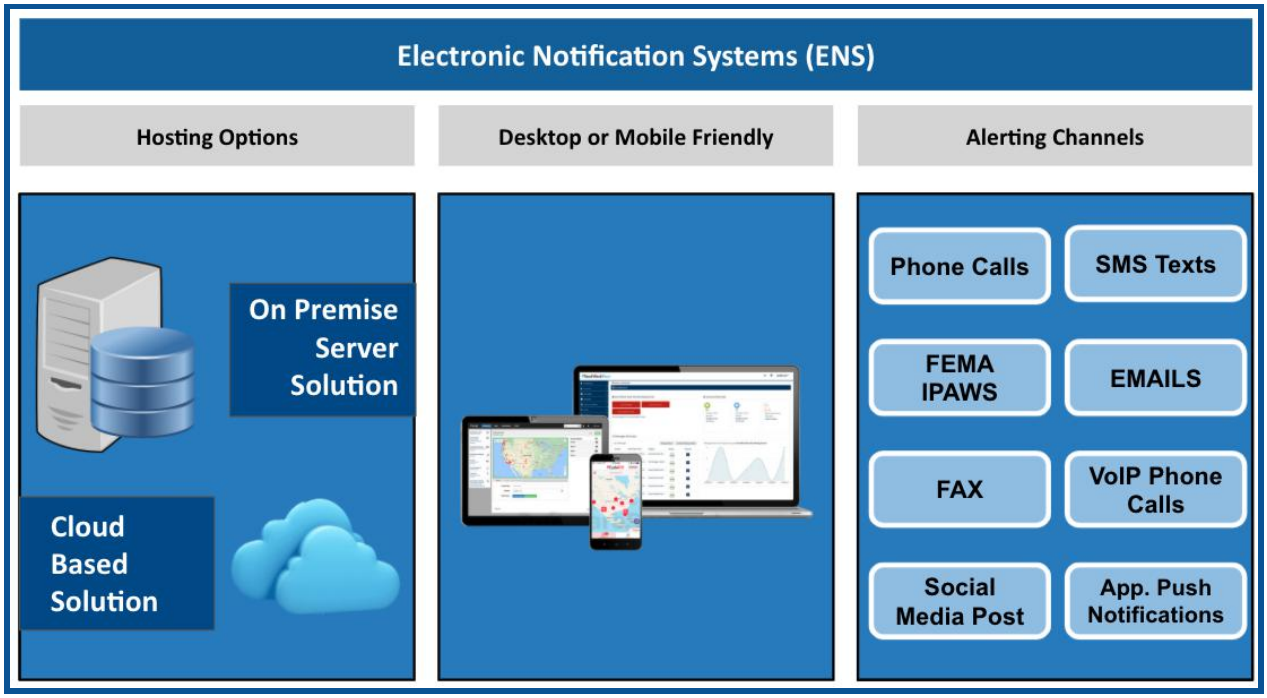
HQE compiled the data collected into this report, which provides a baseline assessment and includes the following:

- Solution options available on the market
- Costs to include initial and long term sustainment
- Recommended ideal installation options

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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 the advancement of technology. 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

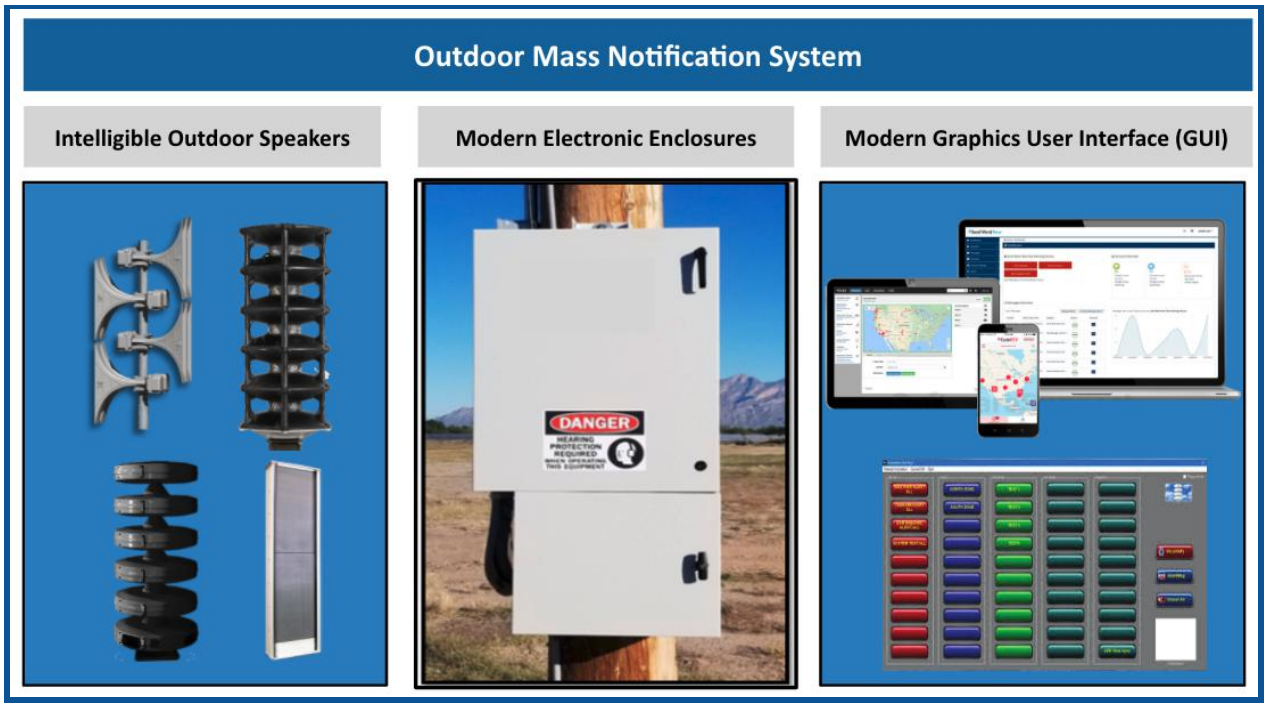


- **Solution Types:** Indoor Notification Systems are utilized to provide coverage visually and audibly to ensure that the alerts are clearly received inside buildings. These notifications consist of workstation desktop alerts, overhead paging/intercom alerts, mounted digital displays, and any networked 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 alarm, 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 the indoor spaces with the 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 allow for immediate alerting across a large area by utilizing all weather outdoor warning sirens.
  - Intelligible Audio Alerts: Intelligible sirens that can be clearly 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 types of power outages.
  - Weakness: Has the highest cost to cover the desired area.

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4.3.1 Outdoor Warning Sirens & Speakers





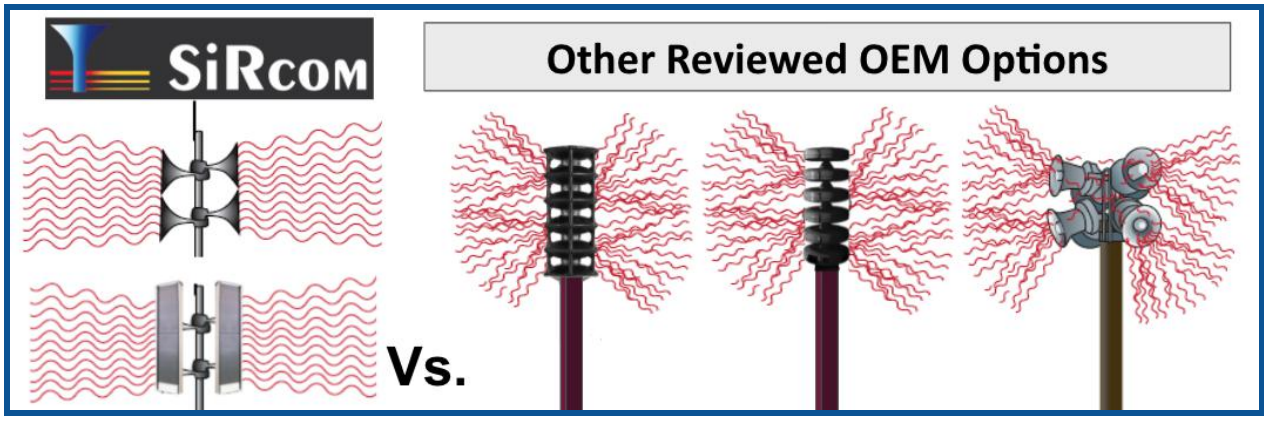

Description	SiRcom	Whelen	Federal Signal	ATI
Sirens Configuration Options	2-36 Omni, Bi, or Directional **Better Coverage**	1-10 Omni	1-8 Omni, 2-6 Directional	4 or 8 Omni or Directional
Directional Capable	Yes **More Flexibility**	No	Yes	Yes
Max Output Power	5,400 Watts **More Efficient**	4,000 Watts	3,200 Watts Omni, 600 Watts Directional	3,200 Watts
Max Effective Range @ 70dBc	6,800’ (2,270m) **Longer Range**	6,100’ (1,859m)	4,300’ Omni, 3,400 Directional	-
Max dB Output @ 30m	137dB **Better Intelligible Sound**	124dB	124dB	124dB
Battery Configuration	12V, 24V **Less Maintenance Lower Upfront Cost**	48V	48V	48V
Capable of Operating on AC Mains ONLY	Yes **Real Redundancy Fail-Safe PWR System**	No (Charges from, AC & Operates From Battery Only)	No (Charges from, AC & Operates From Battery Only)	No (Charges from, AC & Operates From Battery Only)
Solar Charging	Yes	Yes	Yes	Yes
Standby Time	30 Days **Longer Standby Time**	72 Hours	72 Hours	8 Days
Max Alarm Duration	No Limit **Better Performance**	30 Minutes	30 Minutes	30 Minutes
Comms	IP, VHF, UHF, SATCOM, GPRS, LOS, 4G/5G, Mesh **Better Performance**	IP, VHF, UHF	IP, VHF, SATCOM, 4G/5G	IP, VHF, UHF, Cellular
Cloud-Based and On-Premise Controllers	Cloud, On-Premise, or Hybrid Servers **More Options Better Performance**	On-Premise	On-Premise	On-Premise
Cost Per Siren Pole (For Like Capabilities + Labor)	$25K Per Pole * **Lower Cost For Better Performance**	$48K Per Pole	$45K Per Pole	$35K Per Pole

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Note *: SiRcom launched the SiRcom-Vector Speaker Line in 2021. The new product is lower in profile with a modern look without sacrificing any of the top capabilities and performance features.

4.3.2 The Leading Outdoor Warning Siren System

Outdoor Warning Sirens Reviewed: Intelligible Sound Advantage





Higher intelligibility: High Power Speaker Array's (HPSA)'s vertical line arrays provide a narrow vertical output pattern for focusing sound at audiences, without wasting output energy on the floor and up in the air; the more narrow the beam, the less distortion due to reflections, resulting in higher intelligibility

Equalized intelligibility: HPSA's vertical line arrays approximate a line source of sound, creating a nearly cylindrical sound propagation pattern, resulting in balanced sound power output; messages are clearly heard at 100 feet as well as 1,500 feet

Directing sound where you need it: HPSA speakers can be mounted for omni-directional and directional speaker coverage

Intelligibility ratings: 0.8 Common Intelligibility Scale (CIS) rating; Phonetically Balanced Word Score Test—better than 95%* This very high intelligibility rating ensures the clearest voice alerts.

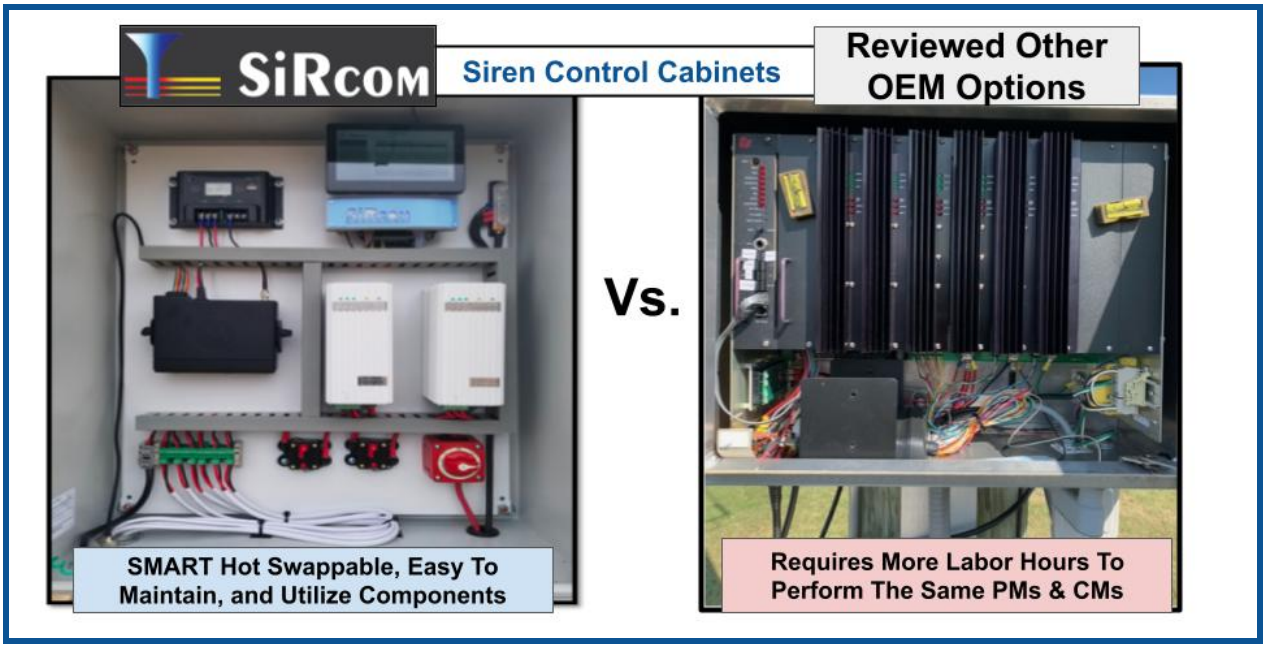
1. **Energy Efficient** HPSAs only need one 100-watt driver per horn; two drivers needed for 360° coverage, equalling a fraction of the number of drivers required for traditional speaker system designs

2. **Better Power Management** utilizing Class D amplification technology, the HPSA amplifier is better than 90% efficient, enables lower current draw and increased battery life, requiring fewer speakers and significantly less power for a substantially larger range

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Outdoor Warning Sirens Reviewed: Control Cabinet

The SiRcom Outdoor Warning System is the world's most modern and capable solution on the market today. It starts with the SMART engineering design of the SiRcom Control Cabinets. The SiRcom Control Cabinets are compact, efficient, and easy to manage.



SiRcom Control Cabinet: Key Advantages Over Other Reviewed OEM Solutions

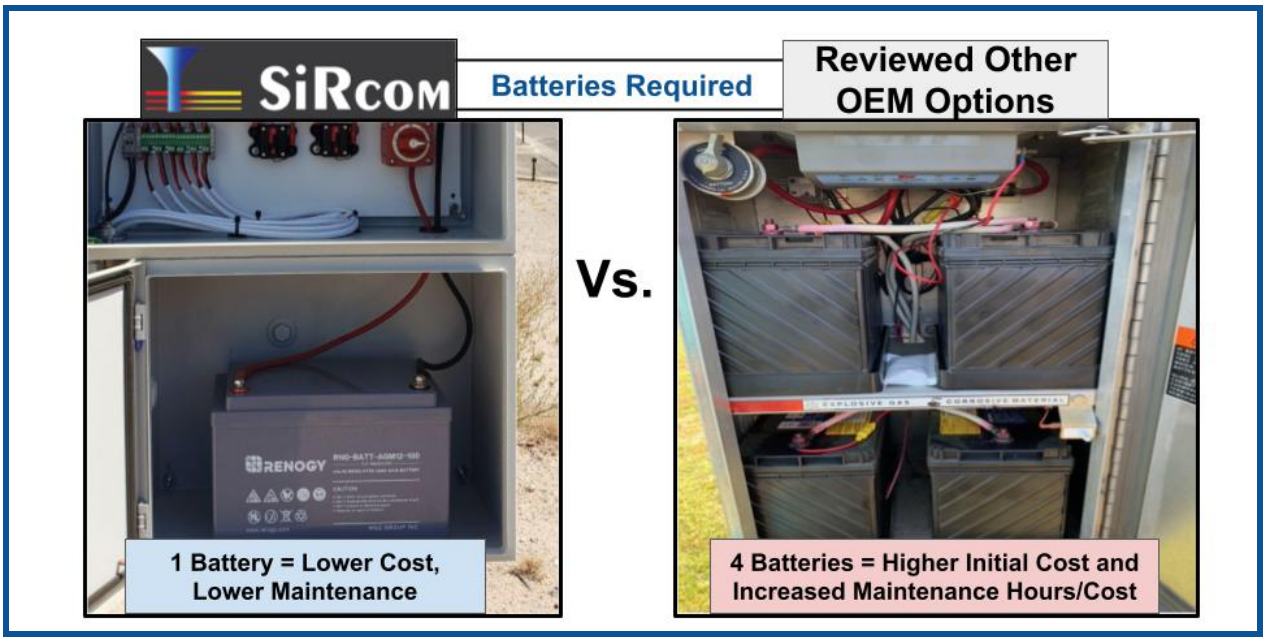
Description	SiRcom	Whelen	Federal Signal	ATI
Hot Swappable	Yes **Simple Maintenance**	No	No	No
Simple Emergency Battery Shut Off	Yes **Increased Safety**	No	No	No
Advanced Amplifiers	Yes **Efficient Power**	No	No	No
Wireless Proximity Maintenance Report	Yes **Faster Systems Checks**	No	No	No
Remote Alert On Site	Yes **Increased Flexibility**	Yes	Yes	Yes
Receive Signals VIA Secure Mesh Network From Other Siren Poles	Yes **Increased Redundancy**	No	No	No

Note: Other advantages are not listed for brevity of the proposal.

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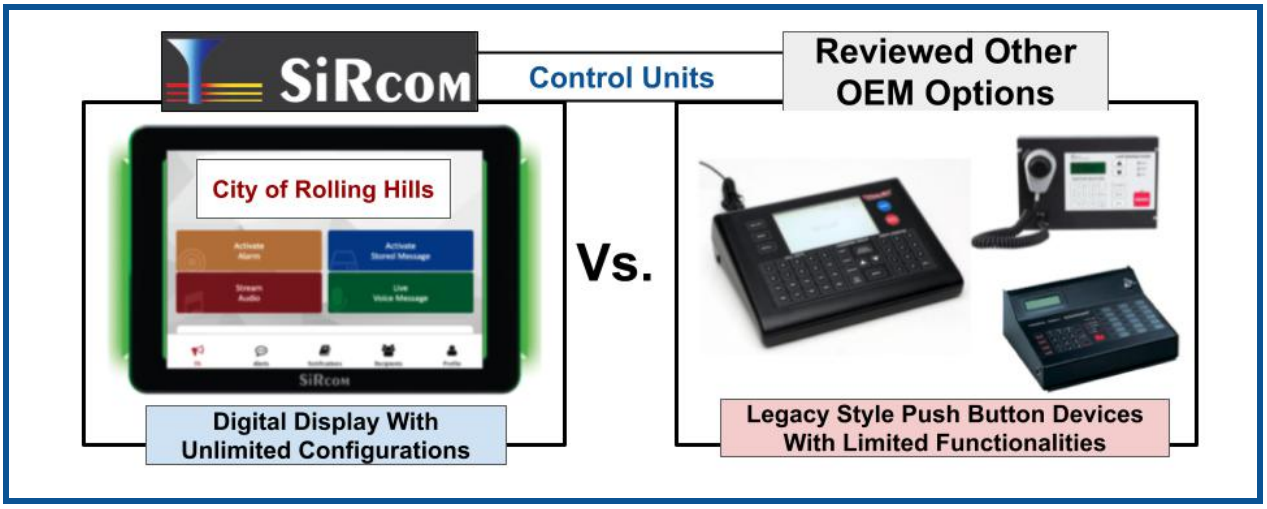
Outdoor Warning Sirens Reviewed: Battery Requirement

The SiRcom Outdoor Warning Siren System's control cabinet and the sirens are highly efficient and utilize less power to perform better. A single 12VDC battery will operate the entire siren system which only requires once a year checks for annual preventative maintenance that has a 5-7 year shelf life (depending on use). In addition, the SiRcom back single 12VDC battery can power an entire multi-siren pole for up to 30 days during power source failure (AC or Solar). This is due to the advanced amplification and power management system prebuilt into the solution being provided to The City of Rolling Hills.



Outdoor Warning Sirens Reviewed: Local Control Units

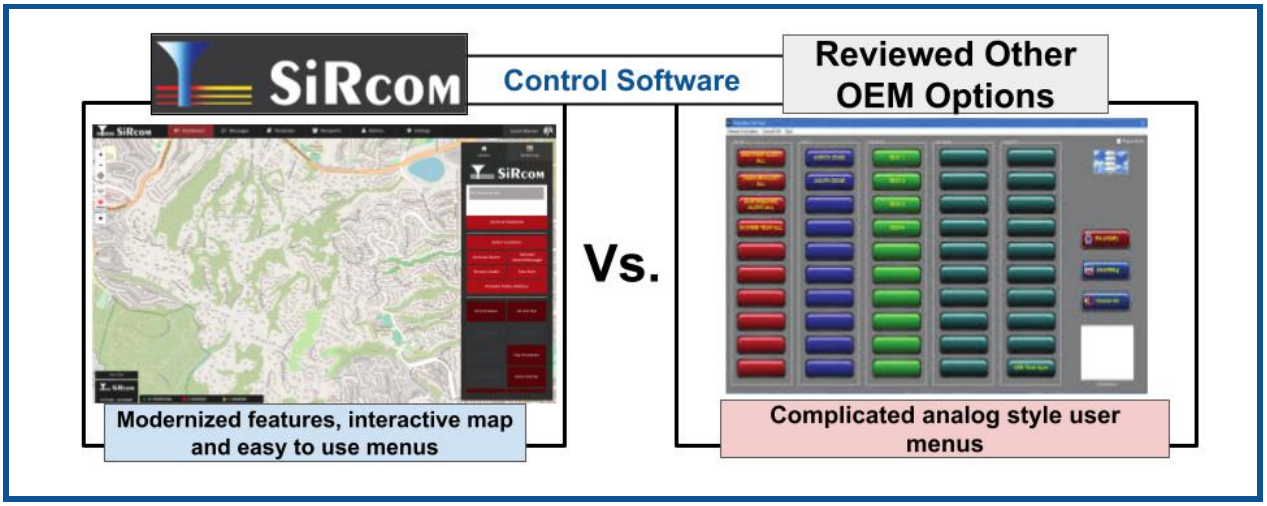
The SiRcom Outdoor Warning Siren System's local control units mimic the same features and capabilities of the Central Control Unit. This familiarity to the controls builds confidence for the Controllers. The SiRcom Local Control Unit is Americans with Disabilities Act (ADA) compliant and secure. The unit allows for the Controllers to quickly utilize the local alerting without limited hot keys or functions.

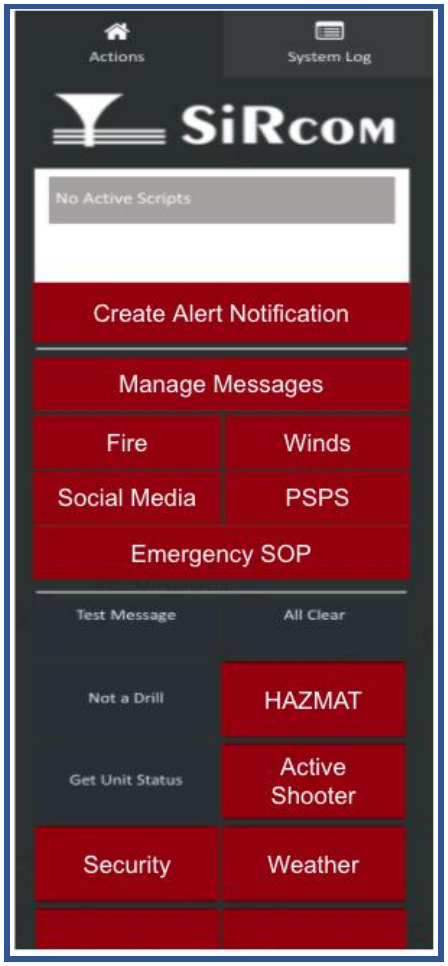


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Outdoor Warning Sirens Reviewed: SiRcom SMART Alert Software (SiSA)

The SiRcom SMART Alert Software (SiSA) is the control software for the outdoor warning sirens. The software can manage the outdoor warning sirens and transmit electronic notifications via voice calls, SMS text, emails, and social media page updates.





The SiRcom SMART Alert Software (SiSA) was developed utilizing deep machine learning algorithms. This is the core baseline for the SMART software technology. Due to this, SiSA is able to provide the following features:

- Access The Solution From Anywhere
  - Mobile Devices
  - Workstations
- Secure Software
  - Advance Encryption Security (AES) 256 BIT
  - At Rest & In Transit (Military Grade Encryption)
  - Secure Server Site (Military Approved)
  - Encrypted Log-in & Single Sign On (SSO)
- Easy To Operate
  - Three Interactive Map Options
  - Easy To Use Quick Menu To Save You Time
  - Quick Menu & Standard Menu
  - Easy 1-2-3 Send Functionality
  - Automatic User List Updates
- SMART Functions
  - Real-Time Systems Status of All Alert Points
  - Life like Text-To-Speech
  - Real-Time Historical Reporting

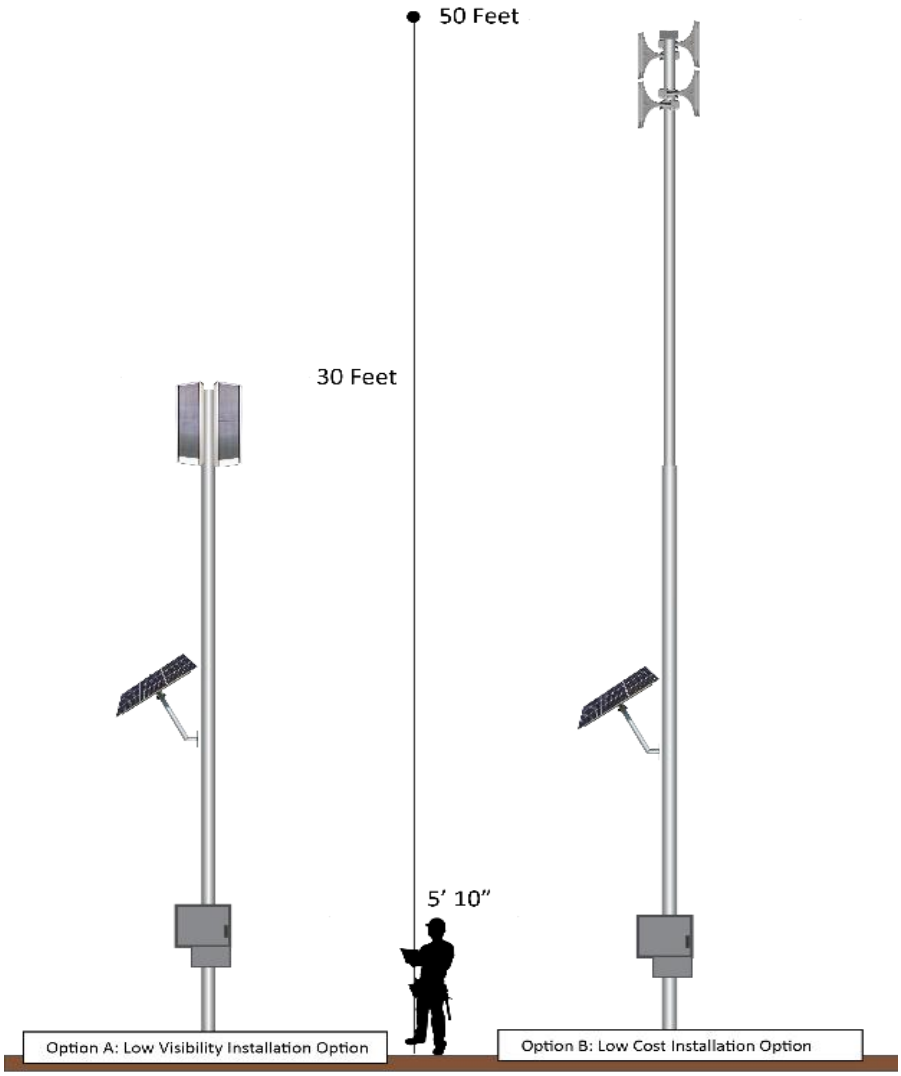
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5. Proposed Solution Options

5.1 Installation Solution Options

HQE has developed the below two (2) options for The City of Rolling Hills's considerations. Both options provide the desired intelligible emergency voice alert coverage.

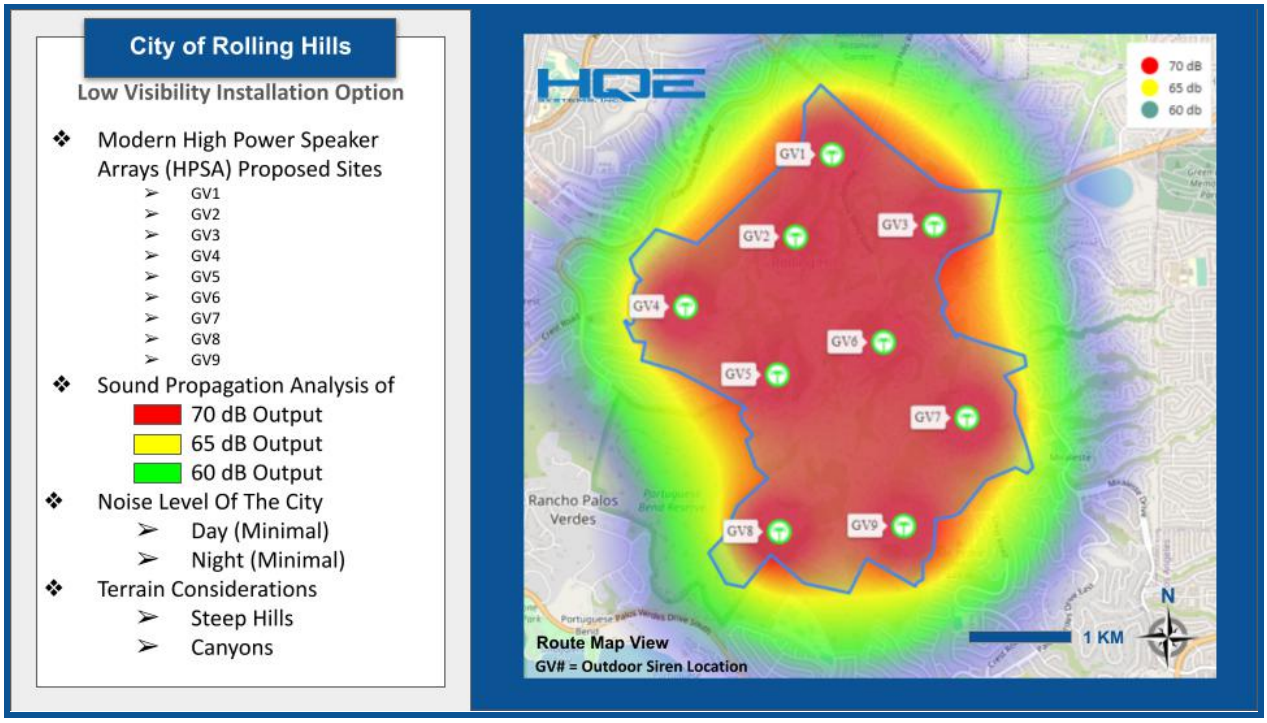
- **Option A:** The Low Visibility Installation Option utilizes nine (9) 30' poles throughout the City (see image below). The 30' poles are mounted with the modern designed intelligible speakers. At 30', the outdoor warning speakers will be slightly above the height of the residential homes. This will allow for the best sound transmission without placing the poles too high above the roofline. In addition, these 30' poles can be covered with tree facades that will blend in with the local vegetation.
- **Option B:** The Low Cost Installation Option utilizes the standard 50' poles mounted with the intelligible horns positioned in a 360 degree transmission position. The 50' pole allows for the sound to be projected from a higher elevation. This allows for a greater coverage area which reduces overall equipment requirements.

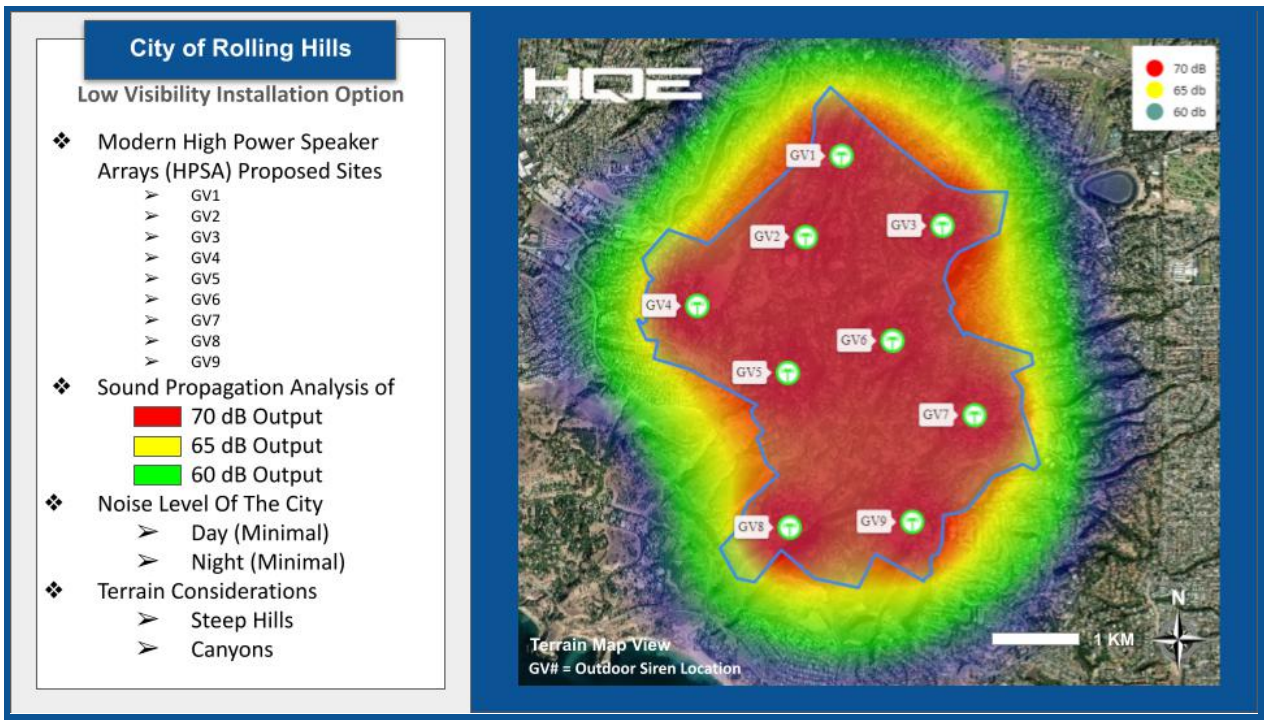


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5.1.1 Option A: Low Visibility Installation Option Sound Coverage

This option takes into consideration that the community desires to have a low visibility outdoor warning system. This option utilizes the nine (9) SiRcom Vector speaker option mounted on shorter 30' poles to provide the required emergency alert notification coverage.

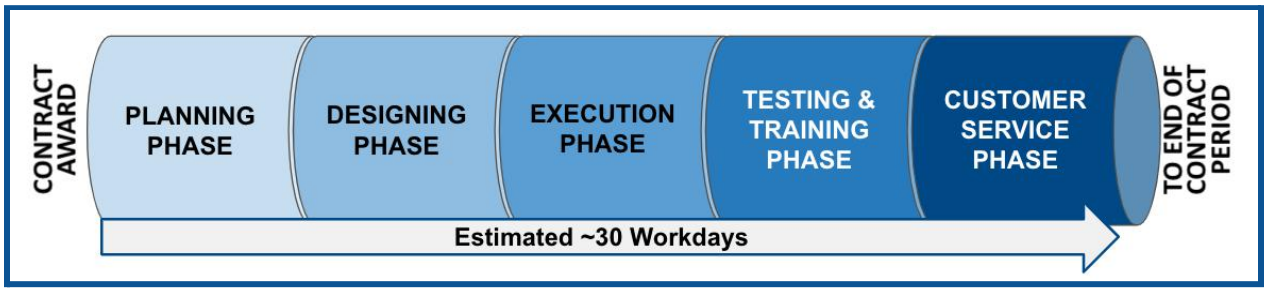




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- Cost: $310,601.53
- Installation Time: ~30 Workdays



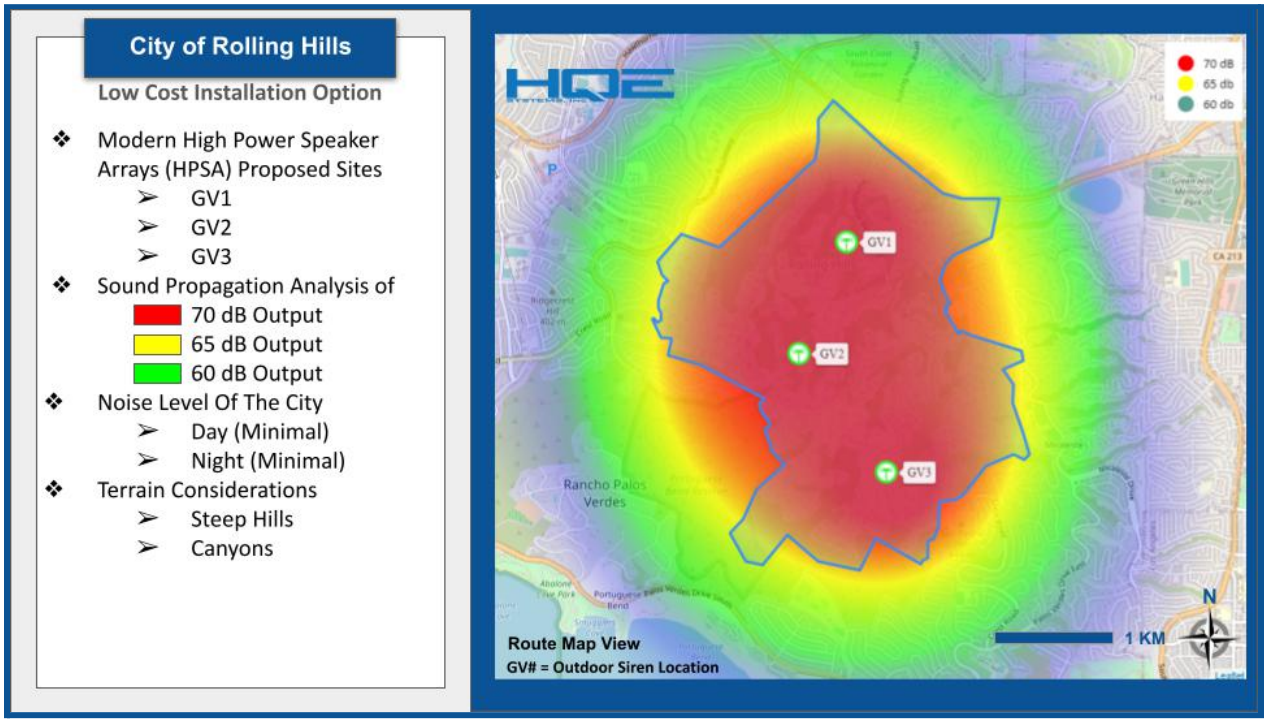
Equipment Required

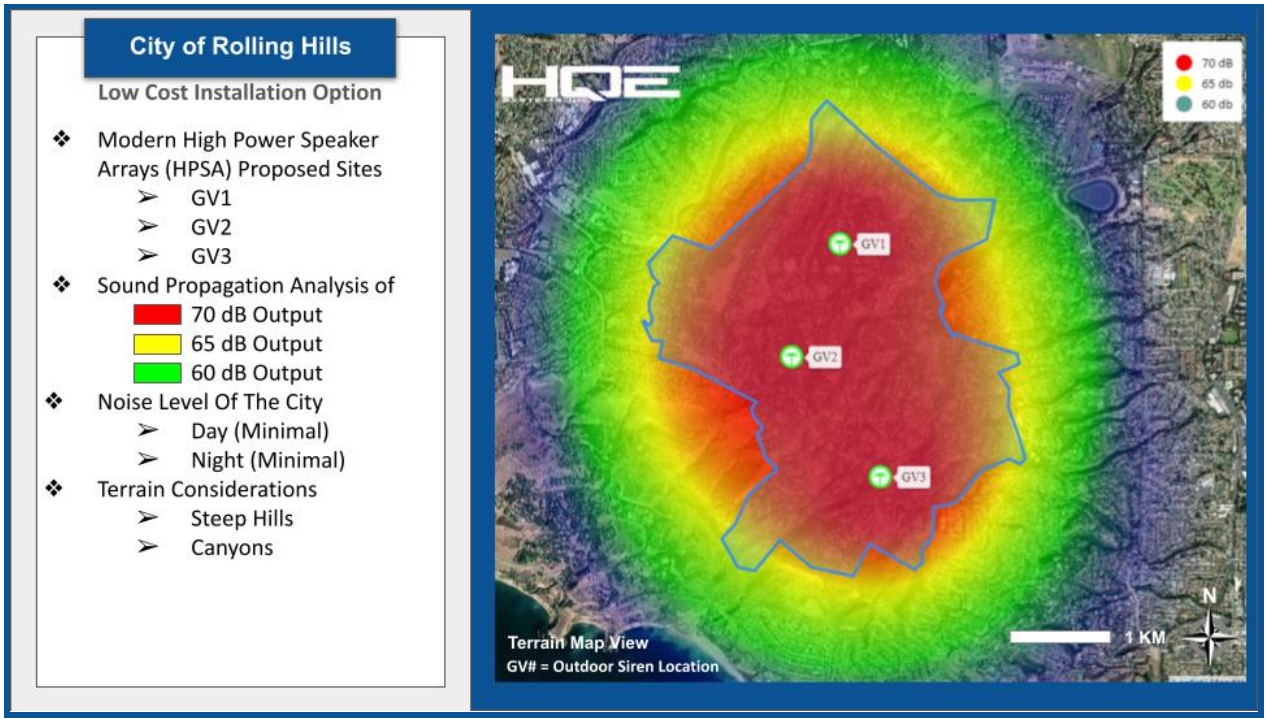
- (1) SiRcom Central Control Unit
  - Includes
    - (1) SiRcom SMART Alert Software (SiSA) - Annual Subscription
    - Dell Server
    - LCD Monitor
    - Keyboard, Mouse, Mouse Pad
- (9) SiRcom Outdoor Warning Vertical Speaker Arrays
  - Mounted on 30’ poles (Poles With Life-Like Tree Facades)
- (9) SiRcom Control Cabinets
  - Each Control Cabinet Includes
    - Motorola VHF Radio, and GSM Integration Module
    - Solar Power Module
    - (1) 12VDC Sealed Battery
    - Local Activation Module

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5.1.2 Option B: Lowest Cost Installation Option Sound Coverage

This option takes into consideration providing The City of Rolling Hills with the lowest cost option available on the market. This option utilizes the three (3) SiRcom omni-directional horn option mounted on 50’ poles to provide the maximum coverage utilizing the least amount of poles for the City.

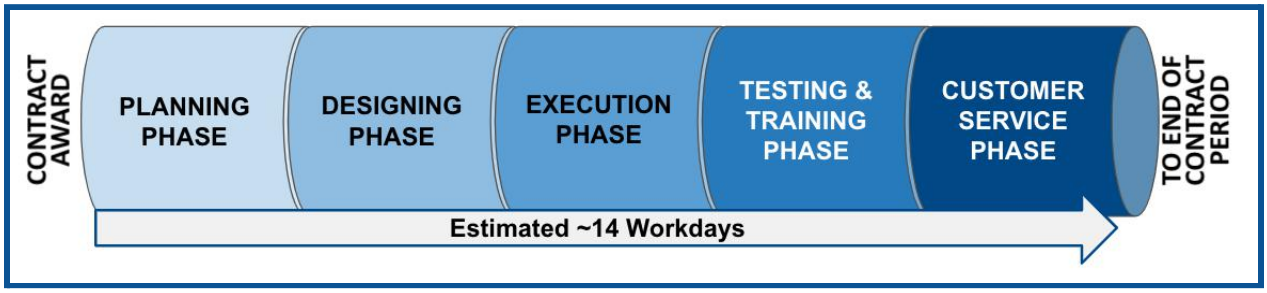




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- Cost: $144,572.93
- Installation Time: ~14 Workdays



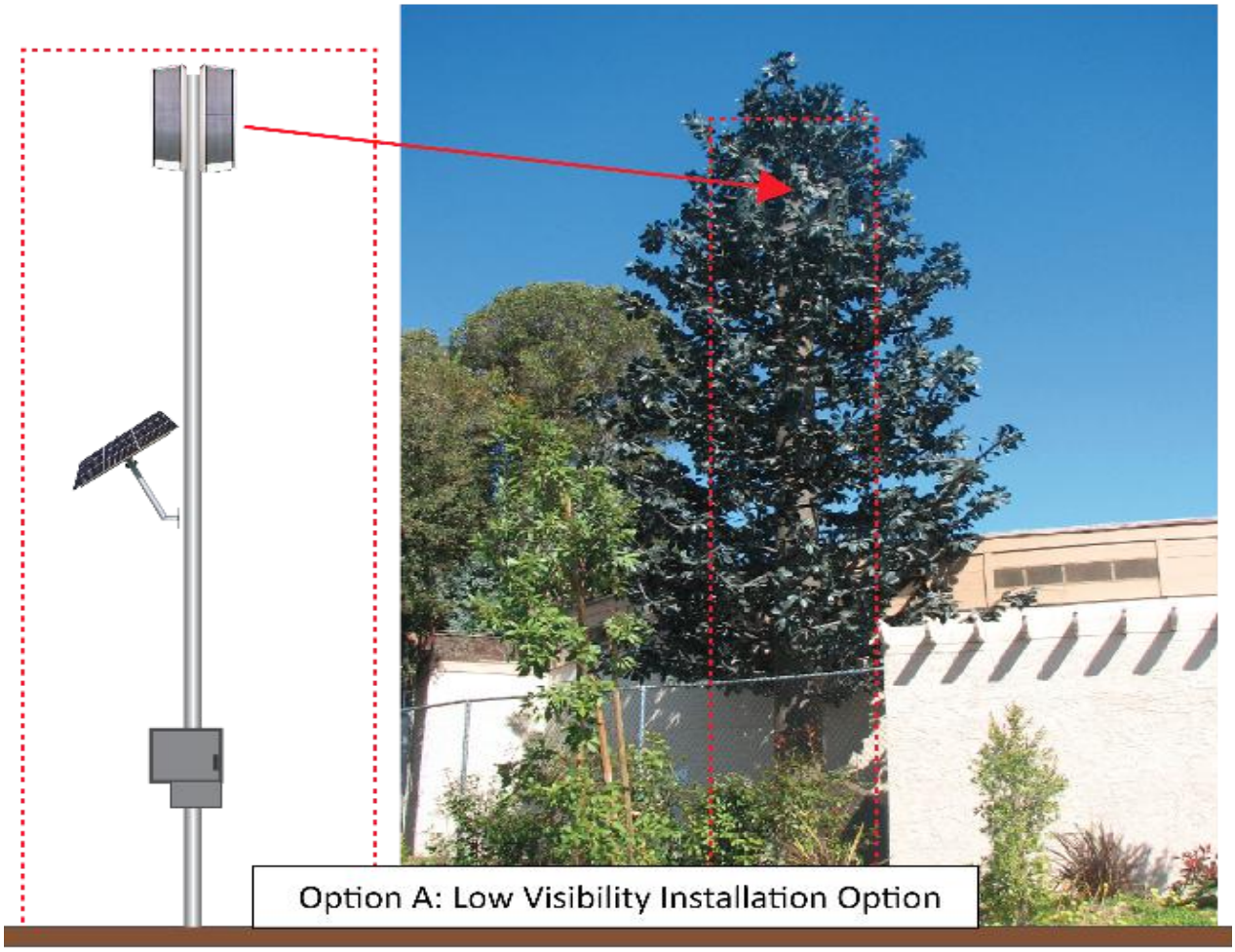
Equipment Required

- (1) SiRcom Central Control Unit
  - Includes
    - (1) SiRcom SMART Alert Software (SiSA) - Annual Subscription
    - Dell Server
    - LCD Monitor
    - Keyboard, Mouse, Mouse Pad
- (3) SiRcom Outdoor Warning Sirens
  - SiRcom SPT (16 Speakers Per Pole)
  - Mounted on 50’ poles (Poles With Life-Like Tree Facades)
- (3) SiRcom Control Cabinets
  - Each Control Cabinet Includes
    - Motorola VHF Radio, and GSM Integration Module
    - Solar Power Module
    - (1) 12VDC Sealed Battery
    - Local Activation Module

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5.2 Outdoor Warning Siren Pole Tree Facade

The following are HQE's proposed life-like tree facades included with Low Visibility Installation Option. The facades do not require maintenance and will be installed by HQE.

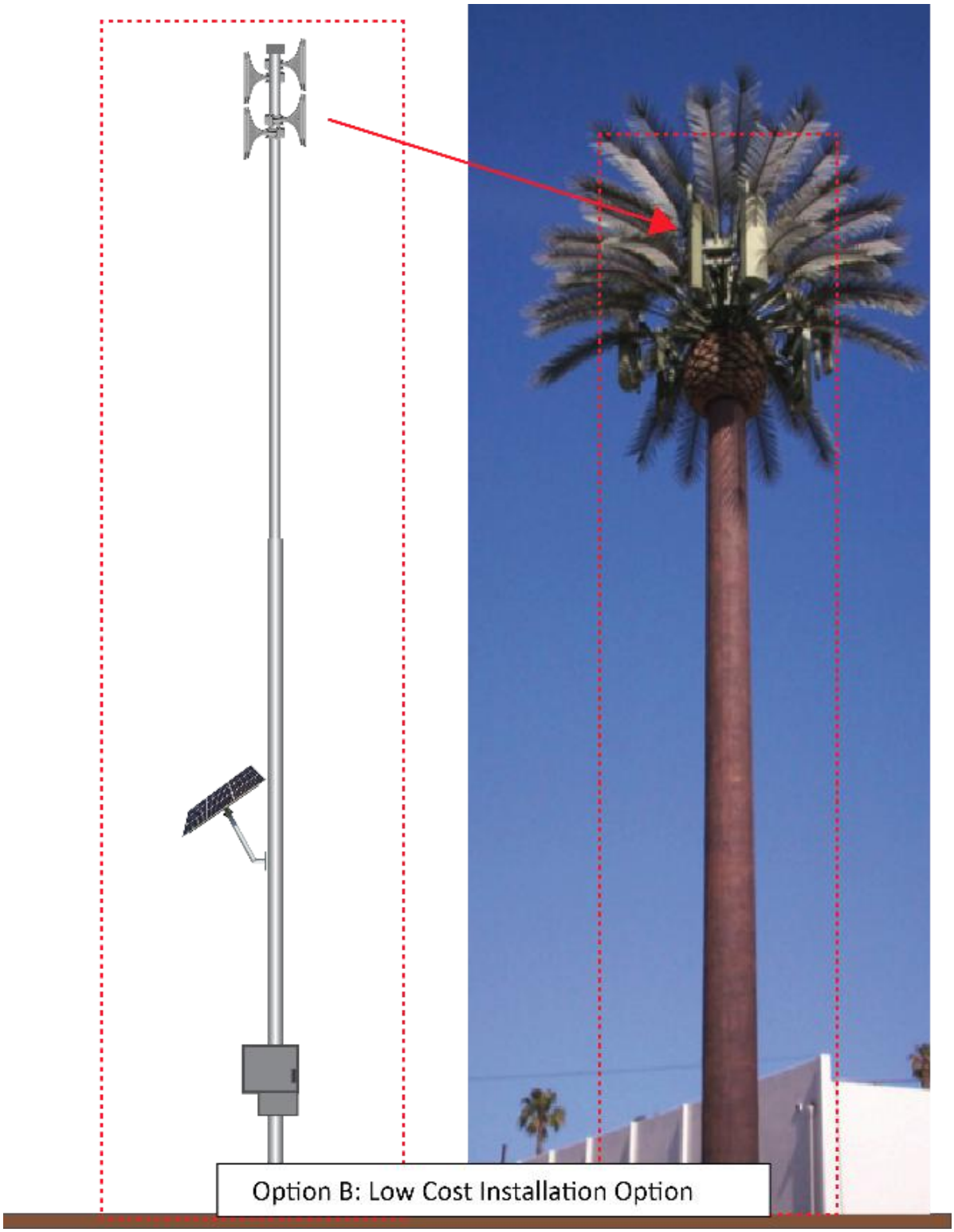


Additional Low Visibility Tree Facade Covering Options





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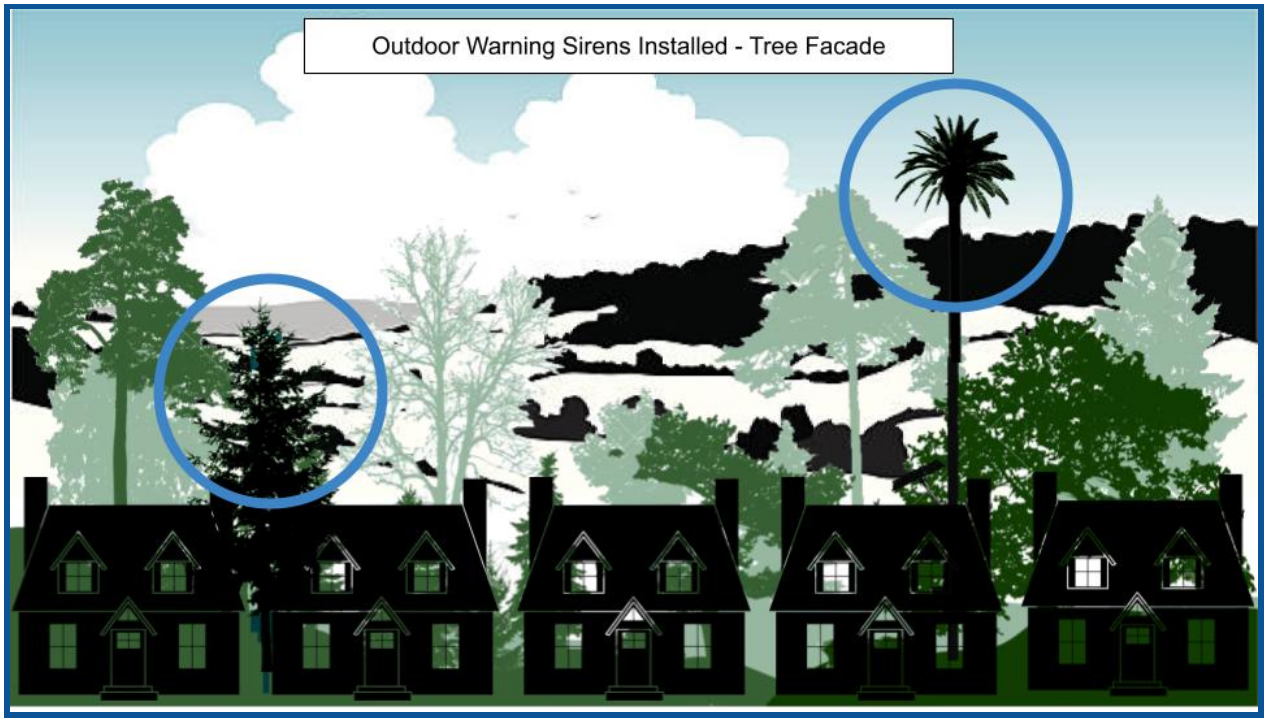
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

5.2.1 Simulated View Of Siren Poles With Tree Facades

Below: SiRcom Outdoor Warning Siren Poles mounted with no tree facade.



Below: SiRcom Outdoor Warning Siren Poles mounted with tree facade. The tree facade will provide a lower visual signature of the poles and sirens. In addition to the tree facades, when taking into consideration the final installation points, when possible the hills will be used to mask the silhouette of the sirens.



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5.3 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. (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 $2295 / 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 residents 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 The City of Rolling Hills's emergency response team to get 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

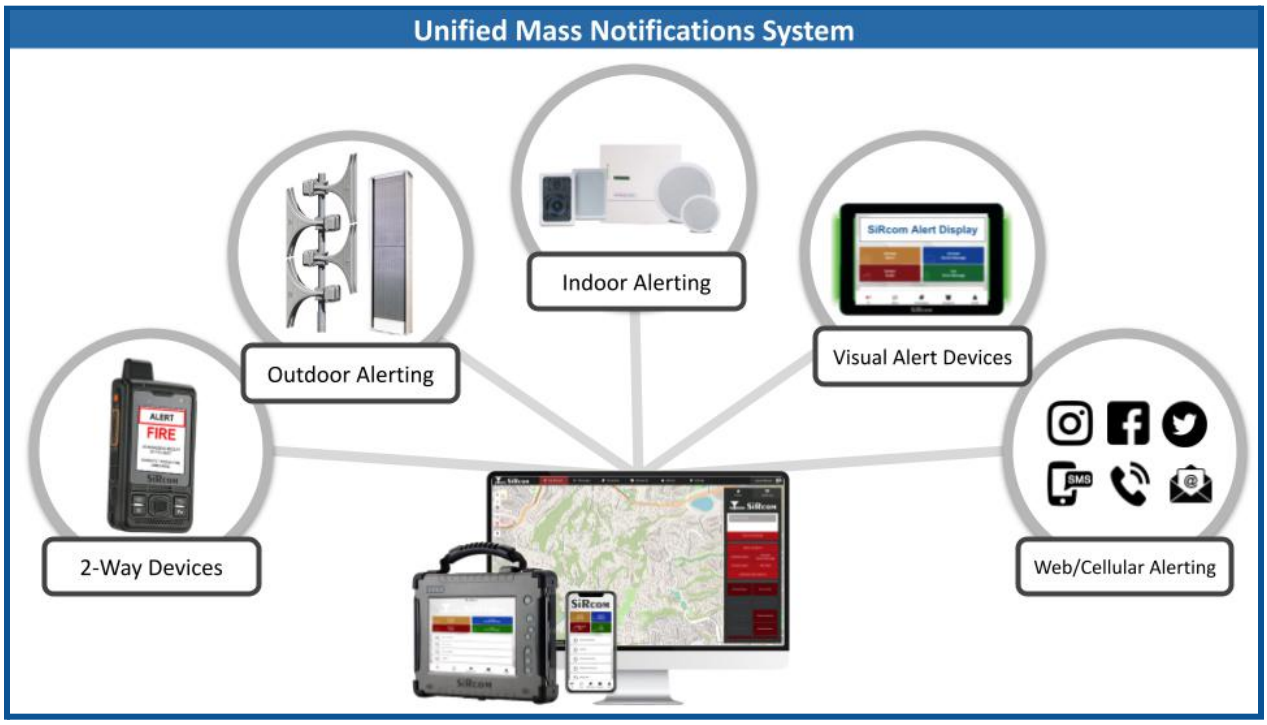
- Commercial Info

MSRP $395 / 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. Although The City of Rolling Hills faces several challenges that were identified by HQE, the solutions being proposed mitigates all of the challenges. The report proposes two (2) unique outdoor warning systems installation options for the City. These options were designed and proposed after careful analysis of the strengths and weaknesses of all 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 solution being proposed is truly 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 in the event that the power or cellular communications have failed. It is a Fully Certified Federal Emergency Management Agency (FEMA) System. The above Unified Mass Notifications System solution ensures that The City of Rolling Hills is able to maximize the resources available in the mission to Save Lives and Protect Property. The unified solution doesn't rely on a single network but 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 installed will provide The City of Rolling Hills with the solution to mitigate the risks faced by the Cities and Counties of California in the infamous 2019 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

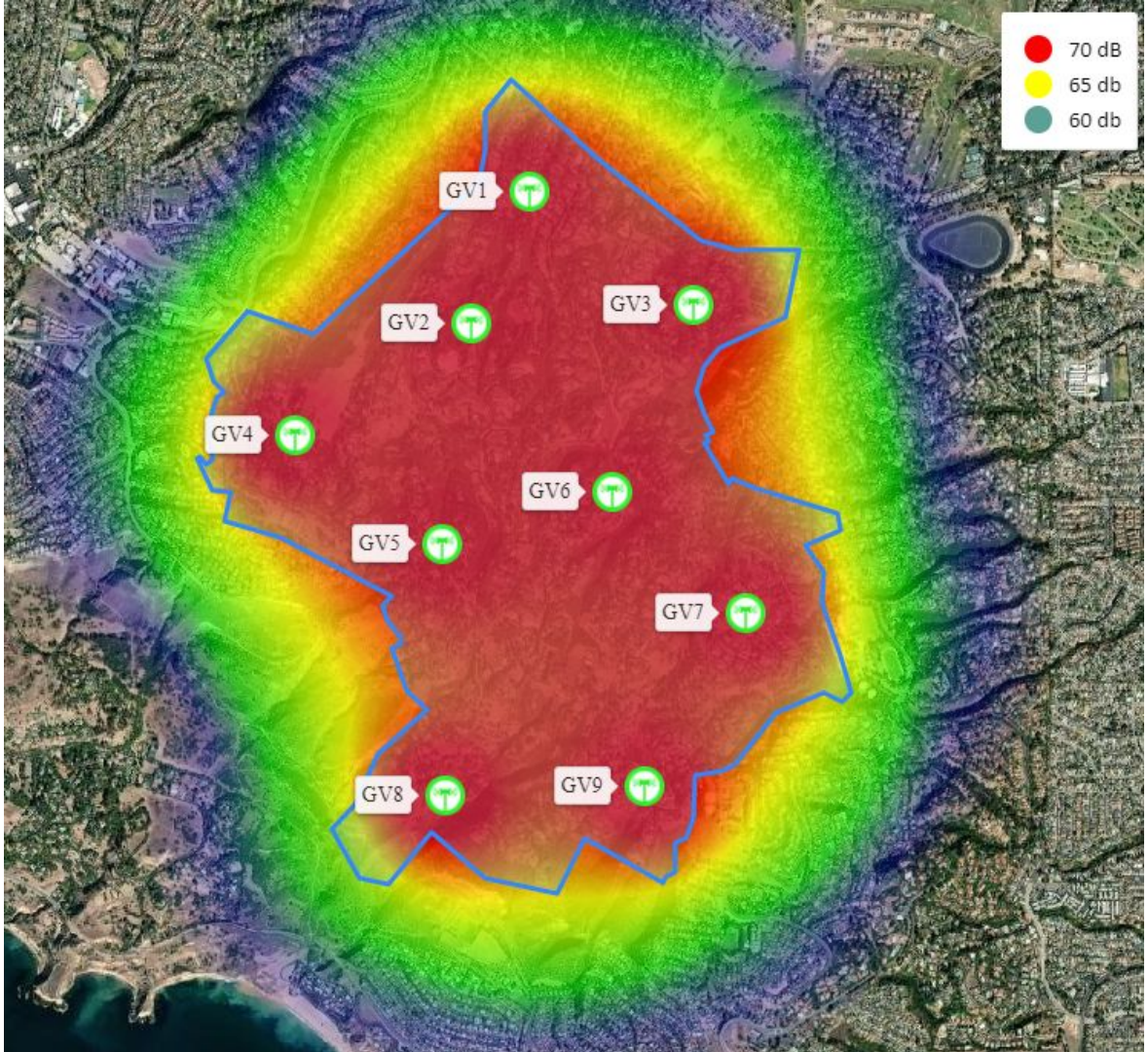
End of Mass Notifications System Installation Report

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www.HQESystems.com

42075 Remington Ave. Suite 109
Temecula, CA 92105
800.967.3036



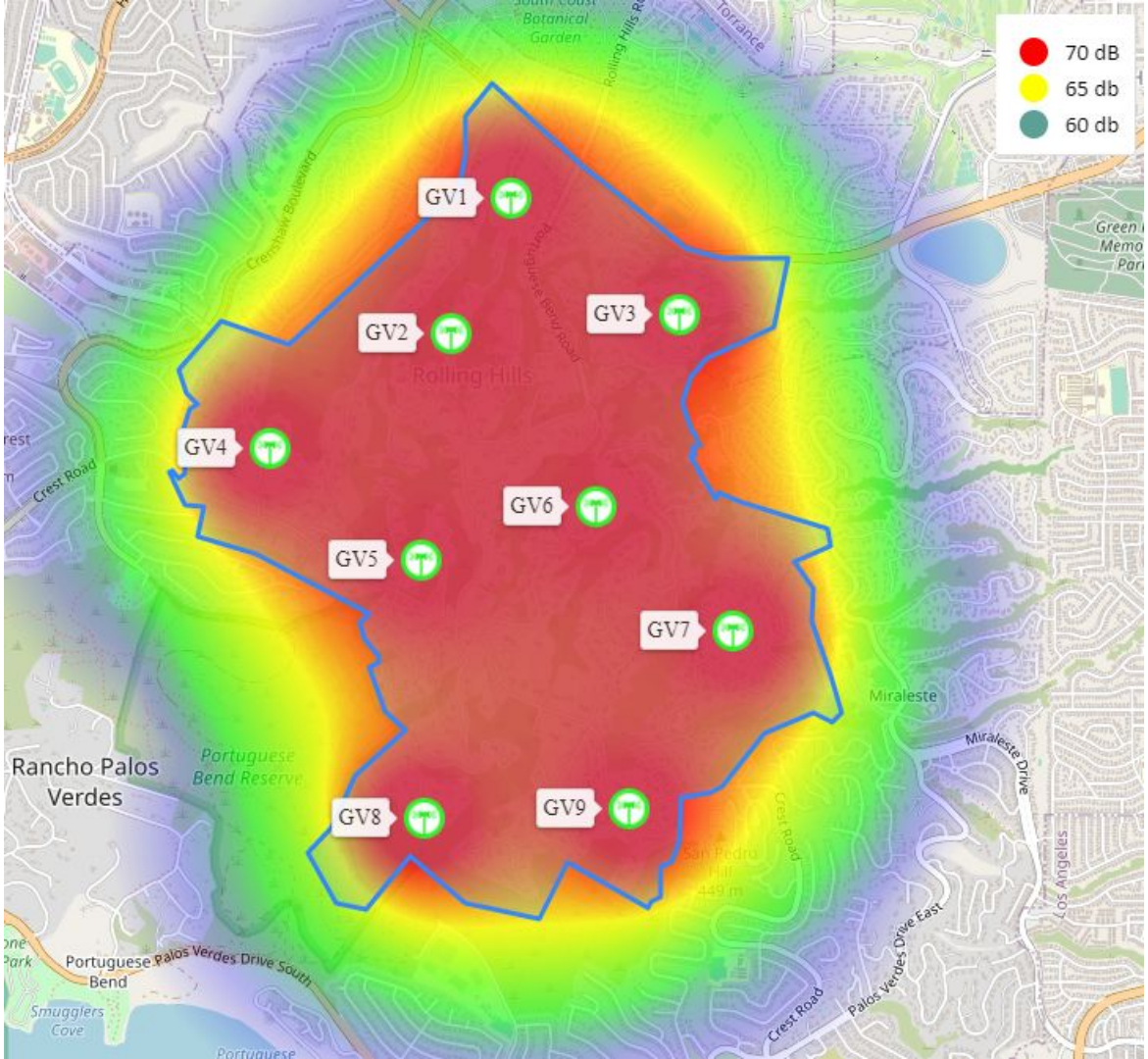
HQE SYSTEMS, INC.

Option A

Outdoor Warning Sirens



SDVOB
Service Disabled Veteran Owned Business



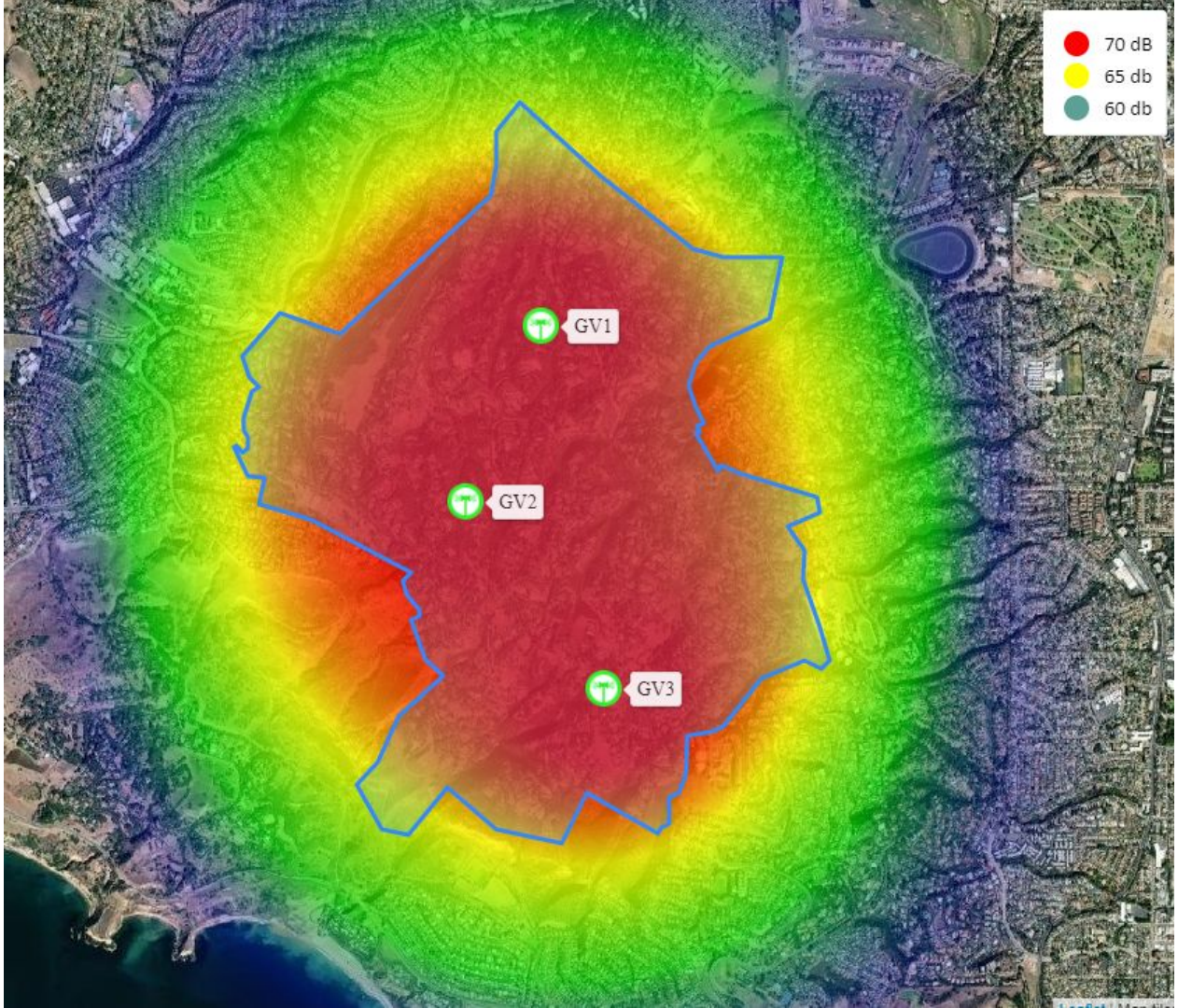
HQE SYSTEMS, INC.

Option A

Outdoor Warning Sirens



SDVOB
Service Disabled Veteran Owned Business



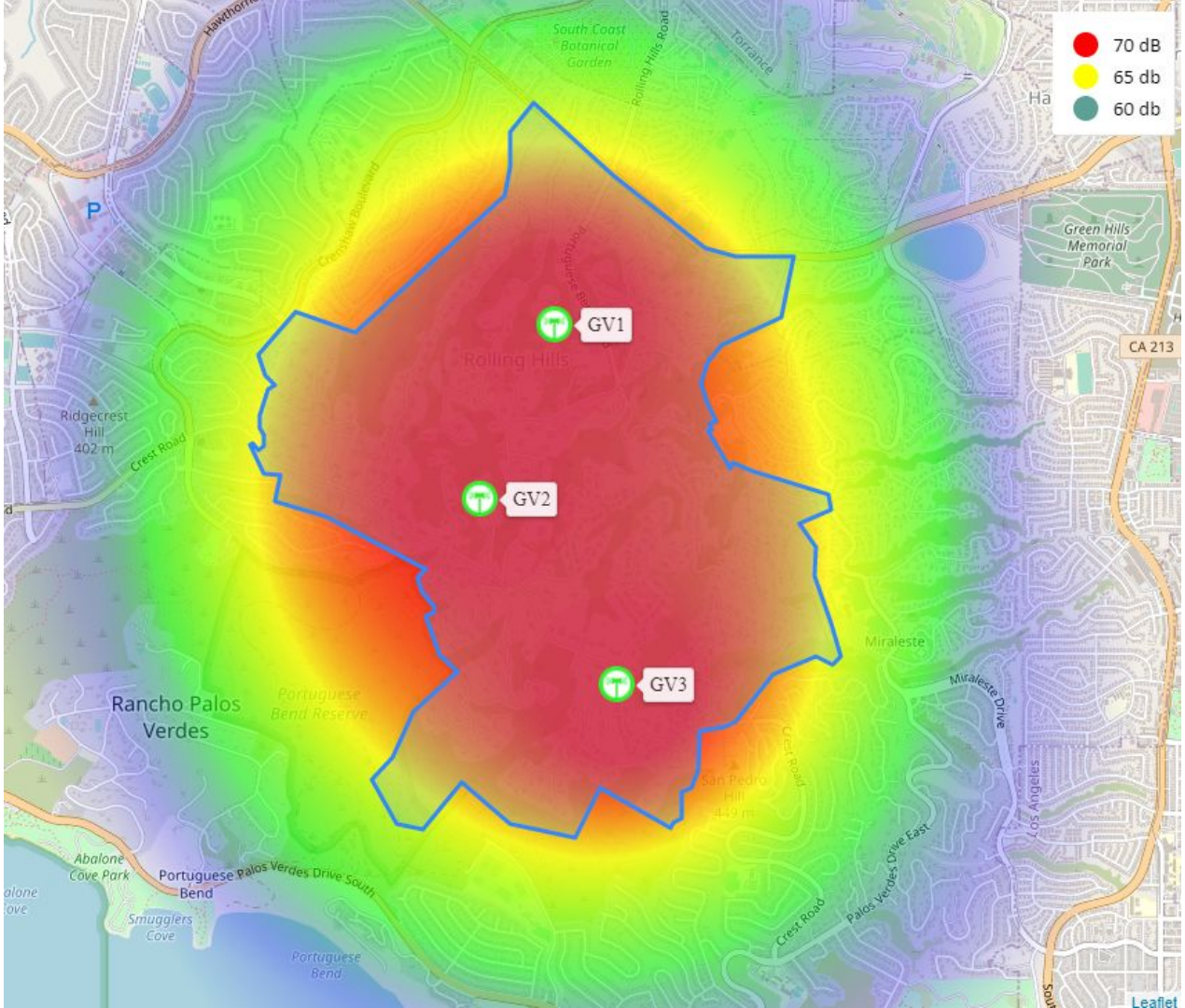
HQE SYSTEMS, INC.

Option B

Outdoor Warning Sirens



SDVOB
Service Disabled Veteran Owned Business



HQE SYSTEMS, INC.

Option B

Outdoor Warning Sirens



SDVOB
Service Disabled Veteran Owned Business

ROLLING HILLS RESIDENT SURVEY

Improving Our City's Emergency Preparedness:

The City of Rolling Hills is a rural environment with vegetation and steep hillsides. Due to the habitat of the environment the city is susceptible to wildfires, landslides, earthquakes and the potential for catastrophic damage. Emergency preparedness is one of the most important things residents can do to make our city safer.

The city is considering investing in more communication products for emergency scenarios: power outage and loss of cell-phone service. How will residents be notified in an emergency? What if notifications cannot be sent?

The City recently retained HQE Systems to evaluate the feasibility of installing a siren system called Mass Notification System. The intent of the siren system is to provide Mass Alerting and Warning in the event of natural and manmade disasters: wildfires, severe weather, earthquakes.

The purpose of this survey is to solicit resident feedback on the need/interest of purchasing outdoor emergency sirens for emergency/evacuation. This evaluation will address the following:

- Communication
- First Responders and Emergency Evacuation
- Safety

Communication:

1. Which communications do you currently use (check all that apply)?
    a. Land-line phone
    b. Cell phone
    c. Computer with internet connection
2. Do you currently receive cell-phone alerts through Alert South Bay?
    a. Yes
    b. No
    c. Not aware of Alert South Bay
3. Are you aware of your cell-phone notifications?
    a. Yes
    b. No
    c. Somewhat
4. How often are you outside of your structure but still on your property (in your yard, etc.)
    a. Never
    b. Sometimes
    c. Frequently

First Responders and Emergency Evacuation:

First Responders (LA County Fire Department and LA Sheriff) will notify residents in the event of an evacuation order.

- *If power is available Alert Southbay will send text, phone and/or email notifications.*
- *First Responders will use their vehicle PA system and/or go door-to-door to notify residents.*

1. Are you fully prepared for a possible evacuation scenario?
    a. Yes
    b. No
    c. Somewhat

2. Do you feel confident about your personal evacuation plan?
    a. Yes
    b. No
    c. Somewhat

3. If there is loss of power affecting cell phone and internet communications would you support a siren system to notify residents to evacuate?
    a. Yes
    b. No
    c. Please explain your answer: _____

4. If there is no loss of power, how would you prefer to receive emergency notification to evacuate (check all that apply)?
    a. Email
    b. Text
    c. Phone Call
    d. Siren
    e. Please explain your answer: _____

Safety

1. What are your concerns that you may not receive a notification during an emergency?
    a. Please explain: _____

2. Do you feel a siren system would improve your safety in the event of an emergency?
    a. Yes
    b. No

3. If there is loss of power, are you comfortable relying solely on the First Responders to use their vehicle PA system and/or going door-to-door to notify you?
    a. Yes
    b. No

Miscellaneous

Do you have any suggestions or comments in general?

Agenda Item No.: 12.C
Mtg. Date: 02/28/2022

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: **INTRODUCE BY TITLE ONLY ORDINANCE NO. 374, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, ADDING CHAPTER 8.10 TO THE ROLLING HILLS MUNICIPAL CODE RELATING TO EDIBLE FOOD RECOVERY. FOR INTRODUCTION AND FIRST READING.**

DATE: **February 28, 2022**

BACKGROUND:

Senate Bill ("SB") 1383 (Chapter 395, Statutes of 2016) directed the California Department of Resources Recycling and Recovery ("CalRecycle") to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025. As part of this effort, SB 1383 also requires CalRecycle's regulations to ensure the recovery, for human consumption, of at least 20 percent of edible food that is currently thrown away. CalRecycle promulgated its regulations in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (the "SB 1383 Regulations").

While CalRecycle issued the City a waiver from the SB 1383 Regulations' organic waste collection requirements as a low-population jurisdiction, the City is still required to establish an edible food recovery program by adopting an ordinance.

DISCUSSION:

The attached Ordinance No. 374 (the "Ordinance") adds Chapter 8.10 to the Rolling Hills Municipal Code, entitled "Food Recovery." It establishes the obligations of commercial edible food generators – businesses/entities that create food for human consumption (e.g., supermarkets, grocery stores, restaurants above a certain capacity or size, etc.) to (1) contract with edible food recovery organizations (e.g., food banks/pantries) and services for the donation of edible food that can be recovered for human consumption; (2) not intentionally spoil edible food capable of being recovered; (3) grant the City or its designee access to their premises for inspection and records review; and (4) keep certain records of their compliance. It also sets forth the obligations of edible food recovery organizations and services to keep

records of their transactions with commercial edible food generators, and to report to the City at regular intervals the total pounds of food they recover from each generator.

There are two tiers of commercial edible good generators. The requirements for Tier 1 (e.g., supermarkets, grocery stores, etc.) take effect immediately. The requirements for Tier 2 (e.g., restaurants, hotel food facilities, etc. of a certain size) take effect on January 1, 2024.

The Ordinance authorizes the City and its designee to conduct inspections and investigations of premises and records to confirm compliance by commercial edible food generators and food recovery organizations and services.

Finally, the Ordinance sets forth the process for the issuance of a notice of violation and the assessment of a fine for any violations of Chapter 8.10, as well as other civil penalties. It should be noted that the Ordinance currently would not apply in the City because the City has no commercial edible food generators. However, in the future if the City allowed commercial edible good generators, then this Ordinance would take effect. In that instance, the Ordinance would also cover violations and enforcement actions. Although the Ordinance would not apply to existing uses in the City, it still needs to be adopted so that the City is in compliance with SB 1383 Regulations.

FISCAL IMPACT:
None.

RECOMMENDATION:
Waive first reading and introduce Ordinance No. 374, adding Chapter 8.10 to the Rolling Hills Municipal Code Relating to Edible Food Recovery.

ATTACHMENTS:
374_Rolling Hills_ Edible Food Recovery Ordinance-c1 - DRAFT.pdf

ORDINANCE NO. 374

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA ADDING CHAPTER 8.10 TO THE ROLLING HILLS MUNICIPAL CODE RELATING TO EDIBLE FOOD RECOVERY

WHEREAS, SB 1383 (Chapter 395, Statutes of 2016) directed the California Department of Resources Recycling and Recovery ("CalRecycle") to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, SB 1383 also requires the regulations to recover, for human consumption, at least 20 percent of edible food that is currently thrown away; and

WHEREAS, CalRecycle promulgated regulations as directed in SB 1383 in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations ("SB 1383 Regulations"); and

WHEREAS, the SB 1383 Regulations take effect January 1, 2022, and requires the City of Rolling Hills to adopt an ordinance to enforce the SB 1383 Regulations by said date; and

WHEREAS, the City Council desires to adopt an Edible Food Recovery Ordinance to comply with the SB 1383 Regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 8.10 is hereby added as set forth in Exhibit A, incorporated by this reference.

Section 2. Environmental review is not required because adoption of the Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378(b)(5) (organization or administrative activities of governments not a project).

Section 3. If any section, subsection, clause, or phrase in this Ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of this Ordinance or the application of such provisions to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

Section 4. No less than five days prior to the adoption of this Ordinance, the City Clerk published a summary of this Ordinance in accordance with Government Code section 36933. The City Clerk will certify to the passage of this Ordinance by the City Council of the City of Rolling

Hills, California, and cause a summary to be published once within fifteen (15) days after its passage in a newspaper of general circulation, printed, published and circulated in the City in accordance with Government Code section 36933.

Section 5. This Ordinance shall take effect and be in full force 30 days after its adoption.

INTRODUCED on the 28th day of February, 2022, and **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Rolling Hills on this _____ day of _____, 2022, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

City of Rolling Hills

_____
Bea Dieringer, Mayor

ATTEST:

_____
Christian Horvath, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

_____
City Attorney

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

I, Christian Horvath, City Clerk of the City of Rolling Hills, California, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Rolling Hills held on the _____th day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christian Horvath, City Clerk

EXHIBIT A

Chapter 8.10
FOOD RECOVERY

8.10.010 - Definitions.
8.10.020 - Requirements for Commercial Edible Food Generators.
8.10.030 - Requirements for Food Recovery Organizations and Services.
8.10.040 - Inspections and Investigations.
8.10.050 - Violations.

8.10.010 Definitions.

For the purpose of this chapter, certain terms are defined as follows:

A. "CCR" means the California Code of Regulations.

B. "CalRecycle" means the California Department of Resources Recycling and Recovery.

C. "City" means the City of Rolling Hills.

D. "City Council" means the City Council of the City of Rolling Hills.

E. "City Manager" means the City Manager of the City of Rolling Hills, or his or her designee.

F. "County" means the County of Los Angeles.

G. "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities as authorized in 14 CCR § 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

H. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR § 18982(a)(18). Edible Food is not Solid Waste if it is recovered and not discarded.

I. "Enforcement Action" means an action of the City to address non-compliance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

J. "Enforcement Officer" means the City Manager, County administrative official, chief operating officer, executive director, public works director or other executive in charge or their authorized designees who is/are partially or wholly responsible for enforcing this chapter.

K. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR § 18982(a)(22).

L. "Food Facility" has the same meaning as in Health and Safety Code Section 113789.

M. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR § 18982(a)(24).

N. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery, either directly or through other entities or as otherwise defined in 14 CCR § 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;

2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

O. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR § 18982(a)(26).

P. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR § 18982(a)(27).

Q. "Generator" means any person or other entity who is responsible for the initial creation of Solid Waste.

R. "Grocery store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR § 18982(a)(30).

S. "Health Officer" means the Health Officer of the City.

T. "Inspection" means a site visit where the City reviews records of an entity's collection, handling, recycling, or landfill disposal of organic waste or Edible Food

to determine if the entity is complying with requirements set forth in this chapter, or as otherwise defined in 14 CCR § 18982(a)(35).

U. "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

V. "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

W. "Local Education Agency" means a school district, charter school, or County office of education that is not subject to the control of City or County regulations related to Solid Waste, or as otherwise defined in 14 CCR § 18982(a)(40).

X. "Notice of Violation" or "NOV" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR § 18982(a)(45) or further explained in 14 CCR § 18995.4.

Y. "Person" means persons, firms, corporations or associations.

Z. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR § 18982(a)(60).

AA. "Recovery" means any activity or process described in 14 CCR § 18983.1(b), or as otherwise defined in 14 CCR § 18982(a)(49).

BB. "Residential" means any residential dwelling.

CC. "SB 1383" means Senate Bill 1383 (Chapter 395, Statutes of 2016).

DD. "SB 1383 Regulations" means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

EE. "Self-hauler" means a Generator, who hauls his or her own Solid Waste, organic waste, or recyclable materials to another Person. "Self-hauler" also includes a

person who back-hauls waste, or as otherwise defined in 14 CCR § 18982(a)(66). "Back-hauling" is the process of generating and transporting organic waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR § 18982(a)(66)(A).

FF. "Solid Waste" includes means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid waste. "Solid Waste" does not include

1. Hazardous waste, as defined in Public Resources Code Section 40141;

2. Radioactive waste regulated pursuant to the Radiation Control Law (commencing with Health and Safety Code Section 114960); or

3. Medical waste regulated pursuant to the Medical Waste Management Act (commencing with Health and Safety Code Section 117600). Untreated medical waste shall not be disposed of in a solid waste landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to Division 30 of the Public Resources Code.

GG. "State" means the State of California.

HH. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR § 18982(a)(71).

II. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.

2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

3. Food service provider.

4. Food distributor.

5. Wholesale Food Vendor.

JJ. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

2. Hotel with an on-site food facility and 200 or more rooms.

3. Health facility with an on-site food facility and 100 or more beds.

4. Large Venue.

5. Large Event.

6. State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

7. Local Education Agency facility with an on-site food facility.

KK. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR § 189852(a)(76).

8.10.020 - Requirements for Commercial Edible Food Generators.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this section, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:

a. The collection of Edible Food for Edible Food Recovery from the Tier One or Tier Two Commercial Edible Food Generator's premises; or,

b. The acceptance of Edible Food that the Tier One or Tier Two Commercial Edible Food Generator self-hauls to the Food Recovery Organization.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

2. Allow the City's designated Enforcement Officer or Designee to access the premises and to review records pursuant to 14 CCR § 18991.4.

3. Keep records that include the following information, or as otherwise specified in 14 CCR § 18991.4:

a. A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR § 18991.3(b).

b. A copy of all contracts or written agreements established under 14 CCR § 18991.3(B).

c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

i. The name, address, and contact information of the Food Recovery Service or Food Recovery Organization.

ii. The types of Edible Food that will be collected by, or Self-hauled to, the Food Recovery Service or Food Recovery Organization.

iii. The established frequency that Edible Food will be collected or self-hauled.

iv. The quantity of Edible Food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for purposes of Food Recovery.

D. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 (Chapter 285, Statutes of 2017).

8.10.030 - Requirements for Food Recovery Organizations and Services.

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators via a contract or written agreement established under 14 CCR § 18991.3(b) shall maintain the following records, or as otherwise specified by 14 CCR § 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

4. The name, address, and contact information for each Food Recovery Organization for which the Food Recovery Service transports Edible Food for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators via a contract or written agreement established under 14 CCR § 18991.3(b) shall maintain the following records, or as otherwise specified by 14 CCR § 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

2. The quantity in pounds of Edible Food collected form each Commercial Edible Food Generator per month.

3. The name, address, and contact information for each Food Recovery Service from which the organization receives Edible Food for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR § 18991.3(b) shall, no later than March 1, July 1, and September 1 of each calendar year, report to the City in which they are located the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators with which they have established a contract or written agreement pursuant to 14 CCR § 18991.3(b).

D. In order to support Edible Food Recovery capacity planning assessments and other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall, upon request, provide information and consultation to the City regarding existing or proposed new or expanded Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

8.10.040 - Inspections and Investigations.

A. City Enforcement Officer and/or its Designee are authorized to conduct Inspections an investigations, at random or otherwise, to confirm compliance with this chapter by Commercial Edible Food Generators, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws.

B. The regulated entity shall provide or arrange for access during all Inspections and shall cooperate with the City Enforcement Officer or Designee during such Inspections and investigations. Such Inspections and investigations may include Edible Food Recovery activities, records, or any other requirement described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this chapter and may result in penalties described in Section 8.10.050.

C. Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code § 6520 et seq.

D. City Enforcement Officer and/or its Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

8.10.050 - Violations.

A. Violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by an Enforcement Officer. Enforcement Actions under this chapter include issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are set forth in Rolling Hills Municipal Code Chapter 1.08, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant hereto, except as otherwise indicated.

B. City may seek all other remedies allowed by law, including civil action or prosecution for an alleged misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations.

C. Penalty Amounts for Types of Violations

1. For a first violation, the amount of the penalty shall be $100 per violation.

2. For a second violation, the amount of the penalty shall be $200 per violation.

3. For a third or subsequent violation, the amount of the penalty shall be $500 per violation.

4. The penalties shall be consistent with Government Code section 36900.

D. The City may extend the compliance deadlines set forth in a Notice of Violation if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

2. Delays in obtaining discretionary permits or other government agency approvals; or,

3. Deficiencies in Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

F. Appeals Process. Persons receiving an administrative citation containing a penalty for an uncorrected violation under this chapter may request a hearing to appeal the citation pursuant to Section 1.08.090, as it may be amended from time to time.

G. Education Period for Non-Compliance. Through December 31, 2023, the City will conduct Inspections to determine compliance, and if the City determines that the Tier One Commercial Edible Food Generator, Food Recovery Service, Food Recovery Organization, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

H. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the City determines that a Tier One Commercial Edible Food Generator, Tier Two Commercial Edible Food Generator, Food Recovery Service, Food Recovery Organization, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this chapter.

I. This Chapter shall be interpreted to be consistent with the City's regulatory authority, and shall only apply to Local Education Agencies and other entities to the extent permitted by law, including SB 1383 Regulations.

Agenda Item No.: 12.D
Mtg. Date: 02/28/2022

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

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

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

SUBJECT: **INTRODUCE BY TITLE ONLY ORDINANCE NO. 375, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING CHAPTER 8.30 (FIRE FUEL ABATEMENT) OF THE ROLLING HILLS MUNICIPAL CODE TO PROHIBIT NEW PLANTINGS OF HIGH HAZARDOUS PLANTS AND TREES; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. FOR INTRODUCTION AND FIRST READING.**

DATE: **February 28, 2022**

BACKGROUND:

At the Fire Fuel Committee meeting on September 29, 2021 the Committee discussed prohibiting the planting of high fire hazard plants to mitigate potential fire risks in the community. The Committee reviewed the high hazard plants listed in the Los Angeles County Fire Department Ready! Set! Go! brochure. At the November 10, 2021 Fire Fuel Committee meeting, the Committee decided to recommend to the City Council to prohibit the planting of the following high hazard plants:

1. **Pine**
2. **Pampas Grass**
3. **Palm**
4. **Juniper**
5. **Acacia (Shrub)**
6. **Eucalyptus**
7. **Cedar**
8. **Cypress**
9. **Italian Cypress**

At the November 22, 2021 City Council meeting, the direction to staff was to present a draft

ordinance prohibiting new plantings of high hazardous plants for consideration.

DISCUSSION:

As directed, the City Attorney's office prepared a draft ordinance. The prohibition of planting high hazard plants does not need a public hearing. The matter is not amending the land use code, fire code, or zoning code; it is creating a prohibition of plants and trees, defining such plantings as a nuisance. Pursuant to RHMC Section 8.30.030, “any condition declared to be a public nuisance by this chapter shall be abated or corrected in accordance with the provisions of Chapter 8.24.” Chapter 8.24 includes the procedures for nuisance abatement.

In addition to declaring the planting of high hazard plants a public nuisance, the City Council can require development applicants to comply with the city's municipal code, including the prohibition of the high hazard plants/trees. This clause would also apply outside of the development context. City staff recommends City Council to review the draft amendment to Chapter 8.30 to the Rolling Hills Municipal Code to prohibit the planting of high hazard plants.

FISCAL IMPACT:
None.

RECOMMENDATION:
Consider and approve Ordinance No. 375 an amendment of Chapter 8.30 of the Rolling Hills Municipal Code.

ATTACHMENTS:
Chapter_8.30___FIRE_FUEL_ABATEMENT-c1.pdf
375_Prohibition_HighHazardPlants_NewDev.pdf

Chapter 8.30 FIRE FUEL ABATEMENT

8.30.010 Dead or alive tumbleweeds and dead trees, shrubs, palm fronds or other plants as public nuisance.

Every person who owns or is in possession of any property, place or area within the boundaries of the City shall, at his or her own expense, maintain the property, place or area free from any dead or alive tumbleweed or dead tree, shrub, palm frond or other plant. Any dead or alive tumbleweed or dead tree, shrub, palm frond or other plant located on any property in the City is hereby declared to be a public nuisance.

(Ord. No. 345, § 2, 11-23-2015; Ord. No. 360, § 1, 2-25-2019)

Editor's note(s)—Ord. No. 360, § 1, adopted Feb. 25, 2019, changed the title of § 8.30.010 from "Dead trees as public nuisance" to read as herein set out.

8.30.015 Applicability.

This chapter shall apply to the entirety of each parcel of property located within the boundaries of the City except for the slope area approximated to be steeper than two units horizontal to one unit vertical (fifty percent slope).

(Ord. No. 360, § 1, 2-25-2019)

8.30.020 Abatement.

Any condition declared to be a public nuisance by this chapter shall be abated or corrected in accordance with the provisions of Chapter 8.24.

(Ord. No. 345, § 2, 11-23-2015; Ord. No. 360, § 1, 2-25-2019)

ORDINANCE NO. 375

AN ORDINANCE OF THE CITY OF ROLLING HILLS, CALIFORNIA AMENDING CHAPTER 8.30 (FIRE FUEL ABATEMENT) OF THE ROLLING HILLS MUNICIPAL CODE TO PROHIBIT NEW PLANTINGS OF HIGH HAZARDOUS PLANTS AND TREES; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

Section 1. Recitals

A. Uncontrolled wildfires pose a serious threat to the health, welfare, and safety of the City of Rolling Hills residents and their animals and property.

B. The City is located in a Very High Fire Hazard Severity Zone and is almost an entirely residential community of large one+ acre parcels. It is characterized by California ranch style homes and an abundance of equestrian facilities. Early landscaping on these large parcels matured, rendering the City a heavily wooded setting.

C. The City Council has taken action to address the threat of uncontrolled wildfires through the adoption of the Fire Fuel Abatement Ordinance in Chapter 8.30 of the Rolling Hills Municipal Code, which prohibits the maintenance of dead or alive tumbleweeds and dead trees, shrubs, palm fronds, or other plants.

D. Despite these efforts, the accumulation of flammable vegetation within the City continues to endanger the lives of the residents, animals, and property.

E. Prohibiting new plantings of high hazardous plants and trees, including pine, pampas grass, palm, juniper, acacia (shrub), eucalyptus, cedar, cypress, and Italian cypress ("High Hazardous Plants"), will increase community safety by decreasing the use of such plants, which can easily ignite and quickly spread fire.

F. This ordinance will allow for public nuisance abatement when property owners plant new High Hazardous Plants in violation of this ordinance.

Section 2. Section 8.30.010 (Dead or alive tumbleweeds and dead trees, shrubs, palm fronds or other plants as public nuisance) of Title 8 (Health and Safety) is amended to read as follows:

8.30.010 Dead or alive tumbleweeds and dead trees, shrubs, palm fronds or other plants prohibited.

A. Every person who owns or is in possession of any property, place or area within the boundaries of the City shall, at his or her own expense, maintain the property, place or area free from any dead or alive tumbleweed or dead tree, shrub, palm frond or other plant. Any dead or alive tumbleweed or dead tree, shrub, palm frond or other plant located on any property in the City is hereby declared to be a public nuisance.

B. This section shall apply to the entirety of each parcel of property located within the boundaries of the City except for the slope area approximated to be steeper than two units horizontal to one unit vertical (fifty percent slope).

Section 3. Section 8.30.015 (Applicability) of Title 8 (Health and Safety) is amended to read as follows:

8.30.015 New high hazardous plants prohibited.

A. No person shall plant on any property, place or area within the boundaries of the City any of the following plants and trees: pine; pampas grass; palm; juniper; acacia (shrub); eucalyptus; cedar; cypress; and Italian cypress. Any such new planting of pine; pampas grass; palm; juniper; acacia (shrub); eucalyptus; cedar; cypress; and Italian cypress is hereby declared to be a public nuisance.

B. This section shall apply to the entirety of each parcel of property located within the boundaries of the City.

Section 4. Severability. If any provision of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect any remaining provision hereof. The City Council of the City of Rolling Hills hereby declares that it would have adopted this ordinance despite any partial invalidity.

Section 5. Environmental Review. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity exempt from CEQA. It also finds the ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

Section 6. Effective Date. This ordinance shall take effect thirty (30) days after its passage and adoption pursuant to California Government Code section 36937.

Section 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law.

PASSED, APPROVED and **ADOPTED** this __th day of _____ 2022.

_____
BEA DIERINGER, MAYOR

ATTEST: _____
CHRISTIAN HORVATH, CITY CLERK

Agenda Item No.: 12.E
Mtg. Date: 02/28/2022

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **APPROVE PRIORITIES/GOALS FOR FISCAL YEARS 2022-2023 AND 2023-2024 DEVELOPED AS A PART OF THE 2022 STRATEGIC PLANNING WORKSHOP; DISCUSS POTENTIAL BUDGET ITEMS TO SUPPORT THE 2022 CITY COUNCIL PRIORITIES; AND PROVIDE DIRECTION TO STAFF.**

DATE: **February 28, 2022**

BACKGROUND:
On Saturday, January 22, 2022, the City Council held a bi-annual Strategic Planning Session facilitated by City Manager. Staff summarized the workshop and presented a summary of the priorities and goals the City Council set for the next two fiscal years (FY 2022-2023 and 2023-2024) at the February 14, 2022 City Council meeting. The City Council reviewed the summary, expressed concurrence with the summarized priorities/goals and directed staff to make the following additions to the summary:

- Add "Consider wildfire cameras" to the Wildfire Mitigation/Emergency Preparedness Evacuation priority.
- Add the capital improvement projects discussed at the January 22, 2022 Strategic Planning Workshop. At the workshop, the City Council discussed two capital projects: Tennis Courts ADA Improvements and City Hall ADA Improvements.

The revised summary of priorities/goals is attached to this report. It was also discussed at the February 14, 2022 City Council meeting that staff will be utilizing the final summary of priorities/goals to develop budget items for the upcoming Fiscal Year 2022-2023.

DISCUSSION:
The following briefly describes the proposed budget items for Fiscal Year 2022-2023:

Wildfire Mitigation/Emergency Preparedness
Proposed budget items include allocations to the Block Captain Program, fire fuel reduction in the Preserve in the areas closest to the border of Rolling Hills, and consultant to support the enforcement of dead vegetation abatement ordinance and other ordinances relating to fire fuel

abatement for a total of $163,000.

Utility Undergrounding
Proposed budget items include allocations for the two CalOES/FEMA grant projects to underground utility lines along Crest Road East and Eastfield Drive. The City's Rule 20A Tariff balance will be used as match funds to the grant projects, totaling $1,041,000. Proposed budget items for this priority also included a budget of $15,000 to support residents that want to form assessment districts to underground utility lines in the community.

Capital Improvement Projects
The estimated construction cost for the Tennis Courts ADA Improvements was $350,000 in 2018. An approximate fifteen percent cost escalation was added to the estimate from 2018 to characterize the anticipated construction cost of the Tennis Courts ADA Improvements at $400,000. The latest estimated construction cost for the City Hall ADA Improvements was $1,000,000. The City Council is still considering layout options for the project and the cost of construction could increase depending on the ultimate layout selection. In total, the proposed budget for this priority is approximately $1,400,000. Staff is inquiring if the American Rescue Plan Act (ARPA) allocation of $441,000 is eligible for infrastructure improvement at City Hall. The final ARPA regulations listed water, sewer and broadband infrastructure as eligible expenses. There would be a significant General Fund offset if the ARAP allocation can be used for the City Hall ADA Improvements project.

Drainage
The proposed budget items for this priority include storm water monitoring to demonstrate to the Los Angeles Regional Water Quality Control Board that the City is retaining the design storm, investigate provisions on the land development side to retain additional storm water on private property, and research ownership/agreements with Los Angeles County on maintenance and operation responsibilities for a total of $54,000.

Communication with residents
The proposed budget items for this priority includes outsourcing the production of the Blue Newsletter, on-going technical support for the Emergency Information System/Trading Post, and on-going subscription to Everbridge (Alert South Bay) and E-Notify for a total of $30,000.

City personnel recruitment/retention plan
The proposed budget items for this priority includes hiring a human resources professional for personnel support, and increase city contribution to employees medical/dental/vision coverage for a total of $26,000.

Expand resident services
The proposed budget items for this priority include summer outdoor movie nights at the City Hall campus and providing a notary at City Hall one day per month to residents for a total of $7,000.

Sewer
The proposed budget item for this priority includes hiring a grant writer to secure construction funds for the 8" sewer main along Rolling Hills Road/Portuguese Bend Road for $15,000.

The proposed budget items to support the City Council's priorities/goals for Fiscal Year 2022-2023 total $2,751,000 with Rule 20A Tariff and $1,695,00 without Rule 20A Tariff (General

Fund only).

FISCAL IMPACT:
The 2022 strategic planning workshop was facilitated by staff. There was no fiscal impact to conducting the workshop. Depending on the direction to staff, the proposed budget items will be incorporated in the budget preparation for Fiscal Year 2022-2023.

RECOMMENDATION:
Approve priorities and goals; discuss potential budget items and provide direction to staff.

ATTACHMENTS:
CC_SP_2022CouncilPrioritiesGoals.pdf
CC_SP_2020_vs_2022_BriefComparison.pdf
CC_SP_2022FinalPrioritiesGoals_Final.pdf
CC_SP_2022BudgetItemsDraft.pdf

CITY COUNCIL INDIVIDUAL GOALS AND PRIORITIES
PROVIDED BEFORE AND DURING THE 2022 STRATEGIC PLANNING WORKSHOP

	Mayor Dieringer	Mayor Pro Tem Black	Councilmember Wilson	Councilmember Mirsch	Councilmember Pieper
1			Complete City Hall campus improvements	ADA at City Hall – need to make decision to minimize exposure to complaints and lawsuits	
2	Hire expert on-call consultants; understand drainage responsibility and issues; stormwater retention	Does not want to pursue drainage responsibility; limit staff time to do preliminary investigation on the responsibility of the city with respect to drains in the city	Develop an understanding of city's obligations and responsibilities regarding storm drains and impact on budget	Storm drain – what role can the city play to encourage and support RHCA's effort to address drainage issues?	
3	Electronic system to notify residents; evacuation drill; evacuation zone study, incentives for home hardening; community survey on vegetation draft ordinance		Balance the need for fire fuel reduction with concerns and reservations of residents as well as mitigating the financial impact on residents	Fire safety – implement all programs (videos, work in conservancy, vegetation management, incentives, etc) to continue to support fire safety	
4			Compliance with affordable housing requirements while maintaining the traditional Rolling Hills Community expectation		
5				Sewer – Continue with existing City Hall campus project?	Installation of sewer main lines – seek grants for implementation
6				City staffing – what can the city do to attract, retain, and develop top	

CITY COUNCIL INDIVIDUAL GOALS AND PRIORITIES
PROVIDED BEFORE AND DURING THE 2022 STRATEGIC PLANNING WORKSHOP

				quality employees to support Council's visions/goals?	
7			Utility Underground projects		
8		Reinstate view ordinance to have city have enforcement power			Have the Rolling Hills Community Association take on the emergency power project for the city hall campus
9		Prioritize tennis courts improvements above other listed improvements on CIP list			Prioritize tennis court improvements above other improvements on CIP list

[X] Provided by Councilmembers prior to the January 22, 2022 Strategic Planning Workshop.

[X] Expressed by Councilmembers at the January 22, 2022 Strategic Planning Workshop

2022 CITY COUNCIL STRATEGIC PLANNING WORKSHOP

CITY COUNCIL'S REVIEW AND DISCUSSION OF THE 2020 ESTABLISHED PRIORITIES/GOALS

	2020 Established Priorities and Goals	2022 Council Comments on 2020 Priorities and Goals
1	Sewer	The City Council stated that the cost of sewer installation is cost prohibitive given the available general funds to construct the 8" main line. One Councilmember expressed that this priority should be moved to the bottom of the list for the next two years pending availability of grant funds. Another Councilmember expressed that this priority should be entirely removed from the list. The City Council expressed consensus for staff to pursue grant funds to install the sewer lines. There was no discussion on the current activities relating to this priority and whether if the activities should be abandoned or continued (preparation of 8" sewer main).
2	Wildfire/Emergency Preparedness	The City Council expressed consensus that the activities, actions, and pursuits on the wildfire mitigation and emergency preparedness front were good and should continue. Individual Council members provided input on aspects of this priority (i.e., balance between cost and fire fuel abatement) but there was not consensus on the actions items relating to those input.
3	Utility Undergrounding	The City Council expressed consensus that the Crest Road East Utility Undergrounding grant project, and the Eastfied Drive Utility Undergrounding grant project – if awarded, should be the focus on fulfilling this priority.
4	Drainage	The City Council expressed consensus that the work to date on finding alternative compliance solutions to the MS4 permit should continue, including retaining more stormwater discharge on private property. On drainage issues in the community

		(erosion, and unclaimed drains accepting stormwater discharges from easement areas), majority of the Council expressed the need to investigate to find out the City's obligations on this front. Investigation includes research into the ownership of the drains accepting flow from easement areas of the community. Investigation includes identify the responsible party for maintaining and operating the drains accepting flow from easement areas of the community. One Councilmember expressed opposing views on the investigation needed but later agreed to it if the amount of staff time spent on the investigation was minimal.
A.	~~Ease permit process – no action identified in 2020~~	Remove from list.
B.	Communication with residents – keep blue newsletter. Periodically increase content. Come back with costs regarding outsourcing.	The City Council recognized that the blue newsletter is a popular item and expressed that the contents should continue to be povided by staff but that the production of the newsletter can be contracted out to eliminate tedious manual labor for a small staff.
C.	~~Shorter council meetings – have staff bring the City Council back to focus to keep meeting moving forward.~~	The City Council expressed that this item should be removed from the priority/goal list for the next two Fiscal Years.
D.	~~Minimize legal liability – Support ADA project to decrease potential liabilities. Staff to define and narrow breadth of legal inquiries.~~	The City Council discussed that inherent to the city operations, minimize legal liability is a core function of the city and therefore does not need to be listed as a priority/goal.
E.	~~Public Safety – Use advocacy to promote safety, if needed City Council will exercise more authority in the future. Ensure armed school resource officer is armed as a provision of contract.~~	As with the item on minimize legal liability, the City Council discussed that public safety is an obligation of the city and therefore does not need to be listed as a priority/goal.
F.	Reinstate view ordinance – Support waiting for outcome of current complaints before changing current process.	A member of the City Council expressed that only one case has been processed with the current view case and that the City should collect more experience with the current view ordinance before changes are implemented. Another member of the City Council expressed that the fee on view application ($2,000 per application for case against unlimited properties) is insufficient for cost recovery and the fee should be increased. There was no consensus among the City Council to change the current view ordinance.

G.	~~Purchase property for open space – not acquire~~	The City Council agreed to eliminate this item as a priority/goal due to the Surplus Land Act.
H.	Refund the residents – staff coming back with recommendations on how to spend surplus: services, drainage, firebreak, etc. Come back after fiscal year. City Council committing money TBD.	Staff recommended that the City Council hold community events such as outdoor moving nights at the City Hall campus during the summer time. The City Council expressed consensus to fund community events. There was also consensus among the Council that surplus should not be used to refund the residents but the surplus funds should be used to provide more services to the residents. With the capital improvement backlog, there was discussion that there would no surplus until after all the capital improvements were completed.

Strategic Plan 2022

for Fiscal Year 2022-2023 and Fiscal Year 2023-2024

	Priority 2022	Action Notes 2022
1	**Wildfire/Emergency Preparedness Evacuation**	City should continue work in the Preserve by the Conservancy Conduct emergency preparedness drill. Consider vegetation management in the canyon ordinance. Consider wildfire cameras. Apply for additional grants for fuel management in the community Complete the CALOES/FEMA Vegetation Management Grant project **Allocate funds to support the above measures including continued support for the Block Captain Program.**
2	**Utility Undergrounding**	Complete CALOES/FEMA Utility Undergrounding grant projects. **Support utility undergrounding projects (grant funded, resident initiated assessment districts and or single pole removal).**
3	**Capital Improvement Projects**	**Prority of projects: (1) Tennis Courts ADA Improvements; (2) City Hall ADA Improvements; and (3) construct 8" sewer main (if grant funds are available.**
4	**Drainage**	Eliminate storm water discharge out of the City. Retain as much storm water discharge as much as possible on individual parcels. Find alternative compliance approaches for the MS4 permit. Research ownership, and responsible party for maintaining and operating the common drains in the City of Rolling Hills. **Allocate funding to support the above measures.**
5	**Communication with Residents**	Blue Newsletter: good content and quantity. Continue to have staff manage the content of the Blue Newsletters. Complete Emergency Information System (EIS) and utilize the Alert South bay to notify residents electronically. **Out source the production of the Blue Newsletter to allow staff time to be spent on services.**
6	**City personnel recruitment and retention plan**	Consider benefit package improvements to attract and retain personnel. Explore quality of life workspace including telecommuting policies, four days per week/ten hour day operations, compensation time, and etc. **Allocate funding to support the above measures.**
7	**Expand resident services**	Hire notary using General Fund and provide one day a month free service at City Hall Consider providing passport service at City Hall Hold additional community events like "Outdoor Movie Nights," and utilize the City Hall campus for events. **Staff to provide recommendations on service expansion.**
8	**Reinstate View Ordinance**	Process current view cases per the current ordinance, observe process, and evaluate after cases have concluded. property. **Wait and observe view cases before changing current process.**
9	**Sewer**	Complete current design and feasibility studies in progress. Apply for Federal, State and Local grants for construction of the 8" main line along Rolling Hills Road. **Seek and apply for grant funds to support construction of sewer projects in the community.**

CITY COUNCIL
2022 STRATEGIC PRIORITIES
Proposed Budget Items for Fiscal Year 2022-2023

	Wildfire Mitigation/Emergency Preparedness		Utility Undergrounding		Capital Improvement Projects		Drainage		Communication with Residents		City Personnel Recruitment/Retention Plan		Expand resident services		Sewer	
	Budget Item	Cost	Budget Item	Cost	Budget Item	Cost	Budget Item	Cost	Budget Item	Cost	Budget Item	Cost	Budget Item	Cost	Budget Item	Cost
1	Block Captain Program	$50,000	Crest Road East Utility Undergrounding Project - funded by CalOES/FEMA Grant	$381,000	Tennis Courts ADA Improvement Project	$400,000	Parcel based hydro modification policy development	$2,000	Outsource production of the Blue Newsletter	$10,000	Hire company that provide professional Human Resource Support	$20,000	Summer outdoor movie nights at the City Hall campus	$5,000	Hire grant writer to seek grant funds to support the construction of the 8" sewer main along Rolling Hills Road	$15,000
2	Fire Fuel Reduction in the Preserve	$83,000	Eastfield Drive Undergrounding Project - funded by CalOES/FEMA Grant	$660,000	City Hall ADA Improvement Project	$1,000,000	Masterplan: eliminate storm water discharge from the City (monitoring)	$50,000	On-going maintenance for EIS and Trading Post	$15,000	Increase City contribution to employees' medical/dental/vision coverage	$6,000	Hire notary - one day per month to provide service to residents	$2,000		
3	Consultant to support enforcement of fire fuel abatement ordinance, and other ordinances relating to fire fuel abatement.	$30,000	Assessment District Project Support - workshops for neighborhood groups and supply technical experts for Q/A	$15,000			Research on drainage ownership/agreements with Los Angeles County Flood Control District	$2,000	On-going subscription for Alert South bay and E-Notify	$5,000						
		$163,000		$1,056,000		$1,400,000		$54,000		$30,000		$26,000		$7,000		$15,000
														Grand Total	GF and Rule 20A $2,751,000	General Fund only $1,695,000

Agenda Item No.: 13.A
Mtg. Date: 02/28/2022

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

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

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

SUBJECT: **CONSIDER A REQUEST BY RESIDENT AT 38 PORTUGUESE BEND ROAD TO INSTALL NEW SOUTHERN CALIFORNIA EDISON (SCE) UTILITY POLE ON THE EASEMENT AREA OF 38 PORTUGUESE BEND ROAD TO REROUTE THE POWER SUPPLY TO POLE 567902E AFFECTING 34, AND 36 PORTUGUESE BEND ROAD.**

DATE: **February 28, 2022**

BACKGROUND:
On December 8th, 2021, Mr. Steven Wheeler of 38 Portuguese Bend Road send a letter to the City Council requesting attention and support regarding potential Southern California Edison (SCE) utility pole changes related to a removal and undergrounding plan for his property. (Attached to this report.)

Staff sent the Council the letter and Exhibit attachments in an email on December 13, 2021 in advance of his public comment on non-agenda items at the December 14, 2021 City Council meeting.

On Friday, January 21, 2022, City Manager Jeng and Mayor Dieringer held a phone conference call with Mr. Wheeler to further discuss his request. The City Council was apprised of this call and updates were provided by the City Manager on the weeks of January 21st, 28th, and February 4th 2022.

DISCUSSION:
On Thursday, February 3, 2022, the Deputy City Attorney provided her findings on Mr. Wheeler's request to place a new utility pole on his easement in order to eliminate the electric wires on utility poles running along the backside (away from Portuguese Bend Road) of his property. The Deputy City Attorney reviewed the request against two areas of the Municipal Code: 17.27.040(A)(2) and 17.27.404(D)(7). It was determined that these two code sections do not apply to Mr. Wheeler's project. Jane also reviewed Municipal Code section 17.27.030 Undergrounding of utilities. The code states the following:

17.27.030 – Undergrounding of utilities

All utilities servicing the building in question on any residential parcel shall be installed underground upon:

A. Construction of a new primary or accessory building;
B. Remodeling of a primary or accessory building which entails enlargement of the structure or alteration of the building footprint;
C. Lengthening or adding electric lines servicing a building or a parcel;
D. Relocating or increasing the electrical panel servicing a building or parcel; or
E. Inclusion of a parcel in an underground utility assessment district, in which event new or replacement utility poles are prohibited.

The Deputy City Attorney noted that the only prohibition against new poles is on a parcel within an underground utility assessment district. Mr. Wheeler's parcel and that of his neighbors at 34 and 36 Portuguese Bend Road are not a part of, or within, an underground utility assessment district. Mr. Wheeler's proposed project could be considered as lengthening or adding electric lines servicing a building (on his neighbors' properties).

Evaluating this trigger, Mr. Wheeler's proposed project would redirect the feed for the proposed service line to his neighbor's properties from the lines along the backside of Mr. Wheeler's property to the existing lines on Portuguese Bend Road. The service line to the neighbors' buildings would not be lengthened nor would additional service lines be added to the neighbors' buildings as a part of Mr. Wheeler's proposed project.

FISCAL IMPACT:
None.

RECOMMENDATION:
Consider and approve.

ATTACHMENTS:
CL_AGN_220228_CC_Wheeler_Letter_12.08.21.pdf
CL_AGN_220228_CC_Wheeler_SCE_Exhibit1.pdf
CL_AGN_220228_CC_Wheeler_SCE_Exhibit2.pdf
CL_AGN_220228_CC_Wheeler_SCE_Exhibit3.pdf
CL_AGN_220228_CC_Wheeler_SCE_Exhibit3_markup.pdf

December 8, 2021

City Council City of Rolling Hills
2 Portuguese bend road
Rolling Hills CA 90247

Re: **Electrical Power lines at 38 Portuguese Bend Road**

Dear City Council:

I hope this letter finds you in good health. However, I have an issue that needs your utmost attention and support. Several Southern California Edison (SCE) utility poles and high voltage wires run through my property located at 38 Portuguese Bend Road, presenting a fire hazard to the whole neighborhood.

I have been talking with SCE about removing their facilities from our property. We have put together an undergrounding plan for the project (Exhibit 1). We planned to do the undergrounding within the RHCA and grant easement rights to SCE. Unfortunately, the Husnaks at 34 Portuguese Bend Road Rolling Hills prevents us from proceeding. Pole 567902E is 15 feet outside of the RHCA easement, and the Husnaks will not grant the 15 feet needed to access this pole (Exhibit 2). A down guy installed on this pole might resolve the access problem, but I am unsure if this strip under the down guy would give us undergrounding rights.

We are looking at a backup plan (Exhibit 3) and need your input on its feasibility. The project would require installing a new pole, and the pole requires your approval. The plan outlined below would use existing SCE overhead easement rights to interface a new pole with pole 567902E. Because the SCE's overhead easement rights already exist, the Hunsnak's cooperation is not required.

The Wheeler's and SCE will perform the following construction after apportionment of the easement strip. The most critical step is getting electrical power from pole 545651E. This pole would then provide two electrical lines to pole 194452E. Next, a new power pole will be installed on the westside of 38 Portuguese Bend Road in the RHCA easement. Next, SCE will connect the electrical lines, attach 567317E to the new pole, and terminate at pole 567902E. Next, SCE will remove its Facilities from poles A3340Y, 567318E, 567319E, and 4192600E, located in/adjacent to the Georgeff Canyon. Finally, SCE will top these poles.

The best option would be to underground the services to 36/34 Portuguese Bend Road Rolling Hills, but a second option, as discussed above, would also work.

We appreciate your help with this matter. I look forward to discussing this with you at our next Rolling Hills City Council meeting. If you have any questions, don't hesitate to contact me directly. Thank you very much for your assistance.

Kind regards,
Steven Wheeler
38 Portuguese Bend Road
Rolling Hills Ca 90274
Phone: 310-544-447

Preliminary Design

NOTE:
10" SP VENTS

3" 2-1/0 to 567902E
EDISON TO REMOVE FOLLOWING INSTALL OF CUSTOMER FURNISHED FACILITIES
CUSTOMER FURNISHED UNDERGROUND FACILITIES

For this project to move forward, the customer must provide signed letters by all affected customers that they are agreeable to the work being done.

This is a preliminary map. The map will not be finalized until all inspections can be preformed and measurements taken as needed.

The customer will be responsible for:
Acquiring Easements from necessary parties
—SCE will have them drafted and sent out.
Civil Work (Installation of ducts and structures to SCE standards).
Permitting for Customer's contractor crews.
Invoices.
Inspections.

SCE will be responsible for:
Removal of SCE Overhead facilities as outlined on the map.
– The poles will be topped above the communication lever
Installation of cables, equipment and permitting for SCE Crews.

RM 1944352E (12)
45' Class C2
RM: 1– POLE 45' CLASS 2 WOOD FULL TREAT
RM: 1– XA DBLE FB 10' STEEL PINS N/BOND
RM: 624– CD #6 SOLID BARE CU
RM: 1– AG DOWN GUY 9/32" – 50' LESS THAN 22.5KV
RM: 4– INS POLY DE 4KV CNTM RIG #6

RM 1944351E (11)
45' Class C4
RM: 1– RM POLE 45' CLASS 4 WOOD FULL TREAT
RM: 1– XA SNGL FB 10' STEEL PINS N/BOND
RM: 4– INS GLASS & PIN 4KV
RM: 876– CD #6 SOLID BARE CU

RM 567317E (10)
45' Class C4
RM: 1– RM POLE 45' CLASS 4 WOOD FULL TREAT
RM: 1– XA DBLE FB 10' STEEL PINS N/BOND
RM: 8– INS POLY DE 4KV CNTM RIG #6
RM: 512– CD #6 SOLID BARE CU
RM: 1– AG DOWN GUY 3/8" – 50' LESS THAN 22.5KV

RM 567902E (13)
40' Class C5
RM: 1– RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 2– XA DBLE FB 10' STEEL PINS N/BOND
RM: 2– INS POLY DE 4KV CNTM RIG #6
RM: 528– CD #6 SOLID BARE CU
RM: 1– FE CO MNT FOR ELF 100A 2.4KV 1–EA
RM: 1– TR OH 10KVA 2.4KV 120/240 1P
SN: _____
RM: 1– GR OH #6 SOL WP SECONDARY W/ROD
RM: 98– CD #4 STR AL TRIPLEX W/ACSR NEUTRAL
RM: 1– RSR 3" TO 2" EXTENSION
RM: 95– CBL 2–1/0 1–2 AL 3–1/C 600V CLP PLEX
RM: 1– AG DOWN GUY 9/32" – 50' LESS THAN 22.5KV

RM A3340Y (9)
40' Class C5
RM: 1– RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1– XA SNGL FB 10' STEEL PINS N/BOND
RM: 4– INS GLASS & PIN 4KV
RM: 484– CD #6 SOLID BARE CU

RM 567318E (8)
25' Class C5
RM: 1– RM POLE 25' CLASS 5 WOOD FULL TREAT
RM: 1– XA DBLE FB 10' STEEL PINS N/BOND
RM: 1– XA SNGL FB 10' STEEL PINS N/BOND
RM: 2– INS POLY DE 4KV CNTM RIG #6
RM: 8– INS GLASS & PIN 4KV
RM: 944– CD #6 SOLID BARE CU

RM 567319E (7)
40' Class C5
RM: 1– RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1– XA SNGL FB 10' STEEL PINS N/BOND
RM: 4– INS GLASS & PIN 4KV
RM: 528– CD #6 SOLID BARE CU

RM 4192600E (6)
40' Class C5
RM: 1– RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1– XA DBLE FB 10' STEEL PINS N/BOND
RM: 8– INS NEUT GLASS & PIN 4KV
RM: 528– CD #6 SOLID BARE CU
RM: 1– FE CO MNT FOR ELF 100A 2.4KV 1–EA
RM: 1– TR OH 25KVA 2.4KV 120/240 1P
SN: _____
RM: 132– CD #4 STR AL TRIPLEX W/ACSR NEUTRAL
RM: 1– GR OH #6 SOL WP SECONDARY W/ROD

(EASEMENT REQUIRED)
EXISTING 4702030E (5)
50' Class C2
IN: 1– AG DOWN GUY 9/32" – 50' LESS THAN 22.5KV
IN: 1– AG ANCHOR ROD 1 " X 10' 3–EYE W/PLATE

1 — EX: V5650663 VAULT
7'x18'x8' TUB STYLE
IN: 2– JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 1– JJ DE DB RCPT INS W/TST PNT 600A

EX: 1–5" (526')
0663 to 0662
EX: 612' 2-1/0 JCN 16kV
TEN Str 1 to 5650662 – 365 LBS

(EASEMENT REQUIRED)

RM: 156' 4–1/C #6CU
RM: 219' 4–1/C #6CU
RM: 128' 4–1/C #6CU
RM: 121' 4–1/C #6CU
RM: 264' 2–1/C #6CU
RM: 236' 4–1/C #6CU
RM: 132' 4–1/C #6CU
RM: 132' 4–1/C #6CU

CO: 1–3" (210')
IN: 220' 2–4/0 1–1/0 CLP
5817 TO 34 Portugues Bend Rd.

34 Portuguese Bend Road
No change to electrical panel
Existting Electrical Eastment
Pole to remain
No change to electrical panel
36 Portuguese Bend Road

EXISTING SERVICE CONDUITS TO 36 & 34 P.B. RD TO BE INTERCEPTED, FEED FROM

**NOTE: APPROX. LOCATIONS SHOWN, TO BE VERIFIED IN FIELD BEFORE DESIGN IS FINALIZED

NOTE: APPROXIMATE LOCATIONS SHOWN, TO BE VERIFIED IN FIELD BEFORE DESIGN IS FINALIZED

(EASEMENT REQUIRED)
1 | 3" | 67'
5817 to 0662
IN: 118' 2–1/0 JCN 16kV
TEN 5650662 to Str 2 – 214 LBS
TEN Str 2 to 5650662 – 84 LBS

3 — EX: V5650662 VAULT
7'x18'x8' TUB STYLE
SN: _____
IN: 526– CBL 2–1/0 1–#2 AL 3–1/C 600V IN DUCT
MI: 81– CBL 2–1/0 1–#2 AL 3–1/C 600V IN DUCT
IN: 2– JJ LB JUNC BAR 3WY W/3–LBE 1/0 200A 15KV

(EASEMENT REQUIRED)
1 | 4" | 259'
5818 to 0662
IN: 310' 2–1/0 JCN 16kV
TEN 5650662 to Str 2 – 603 LBS (OVERMAX)
TEN Str 2 to 5650662 – 288 LBS

(EASEMENT REQUIRED)
4 — CF: P5755818 PAD
48"x54"
CF: 1– S PRECAST * PAD 48 X 54 W/17X30X15 HH
CF: 1– SS TAX EXCV CST FOR BD/PAD/PB/PME/SB/SOE
IN: 2–1/0 JCN 259' (1 runs)
MI: 2–1/0 JCN 51' (1 runs)
CF: 259– CM DUCT 2 1/2" TO 4"
CF: 254– CM DUCT FOR EXCAVATION
IN: 1– TR PM F DE 50KVA 16KV 120/240 1P
SN: _____
IN: 2– JJ LBE 1/0 200A 16KV
IN: 1– GR #6 SOL PM/BURD TRANS 25–100KVA W/RODS
IN: 1– CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX
IN: 2– CNN HYLUGS PM 2–350 1–4/0 12/16KV 1P
IN: 2– CNN BOLT PM 1 TO 4–RUNS 4/0 AND UP

Wheeler
38 Portuguese Bend Road

DOWN GUY INSTALL, POTENTIAL LOCATION

PORTUGUESE BEND RD. (PVT. RD.)

DISTRICT: 44 – SOUTH BAY	PROJ. MGR. NG, BO LEE PHONE		PLANNER NG, BO LEE PHONE	DESIGNER NG, BO LEE
PROJECT NO.: 2158961	SERVICE REQUEST: 3053971	MSR NO.	PRODUCT–1: 1825711–RELOCATE FACILITIES	ASSOC DESGN
CIRCUIT / VOLTAGE		THOMAS GUIDE	PRODUCT–2	ASSOC DESGN
SUB / PG NO.		CIRCUIT CODE	PRODUCT–3	ASSOC DESGN
INVENTORY MAP		J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION): 38 PORTUGUESE BEND RD ROLLING HILLS, CA 90274	
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #
Southern California Edison Company					
SHEET: 1 OF 1				DESIGN\DRWG NO.: 1378659_0.01	

ITCHON
36 PORT BEND

HUSNAK
34 PORT BEND

(E) DRIVEWAY

50' FRONT YARD SETBACK

25' RHCA EASEMENT

35' SIDE YARD SETBACK

SEE 1 C1.0

FUTURE STAIR ACCESS

#38 PORTUGUESE BEND ROAD

(E) DRIVEWAY

EXISTING RESIDENCE 5,112 S.F.

(E) COVERED PORCH- 525 S.F.

(E) GARAGE 761 S.F.

3 RAIL FENCE

(PA) STAIR FEATURE- 1,585 S.F.

(E) POOL 773 S.F.

(P) COVERED ENTRY 115 S.F.

(P) GUEST HOUSE 800 S.F.

(E) GUEST HOUSE- 653 S.F.

(E) SAUNA TBR 75 S.F.

(P) COVERED PORCH 72 S.F.

(E) SERV SHED-11

35' SIDE YARD SETBACK

RHCA 25' EASEMENT

(F) STABLE AND CORRAL

35'

8'

Preliminary Design

NOTE:
10" SP VENTS

EDISON new installion in esatment

EDISON TO REMOVE FOLLOWING INSTALL OF CUSTOMER FURNISHED FACILITIES

1 EX: V5650663 VAULT
7'x18'x8' TUB STYLE
IN: 2- JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 1- JJ DE DB RCPT INS W/TST PNT 600A

3 EX: V5650662 VAULT
7'x18'x8' TUB STYLE
SN: _____
IN: 526- CBL 2-1/0 1-#2 AL 3-1/C 600V IN DUCT
MI: 81- CBL 2-1/0 1-#2 AL 3-1/C 600V IN DUCT
IN: 2- JJ LB JUNC BAR 3WY W/3-LBE 1/0 200A 15KV

EX: 1-5" (526')
0663 to 0662
EX: 612' 2-1/0 JCN 16kV
TEN Str 1 to 5650662 - 365 EBS

(EASEMENT REQUIRED)

RM 1944352E 12
45' Class C2
RM: 1- POLE 45' CLASS 2 WOOD FULL TREAT
RM: 1- XA DBLE FB 10' STEEL PINS N/BOND
RM: 624- CD #6 SOLID BARE CU
RM: 1- AG DOWN GUY 9/32" - 50' LESS THAN 22.5KV
RM: 4- INS POLY DE 4KV CNTM RIG #6

RM 1944351E 11
45' Class C4
RM: 1- RM POLE 45' CLASS 4 WOOD FULL TREAT
RM: 1- XA SNGL FB 10' STEEL PINS N/BOND
RM: 4- INS GLASS & PIN 4KV
RM: 876- CD #6 SOLID BARE CU

RM 567317E 10
45' Class C4
RM: 1- RM POLE 45' CLASS 4 WOOD FULL TREAT
RM: 1- XA DBLE FB 10' STEEL PINS N/BOND
RM: 8- INS POLY DE 4KV CNTM RIG #6
RM: 512- CD #6 SOLID BARE CU
RM: 1- AG DOWN GUY 3/8" - 50' LESS THAN 22.5KV

RM 567902E 13
40' Class C5
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 2- XA DBLE FB 10' STEEL PINS N/BOND
RM: 2- INS POLY DE 4KV CNTM RIG #6
RM: 528- CD #6 SOLID BARE CU
RM: 1- FE CO MNT FOR ELF 100A 2.4KV 1-EA
RM: 1- TR OH 10KVA 2.4KV 120/240 1P
SN: _____
RM: 1- GR OH #6 SOL WP SECONDARY W/ROD
RM: 98- CD #4 STR AL TRIPLEX W/ACSR NEUTRAL
RM: 1- RSR 3" TO 2" EXTENSION
RM: 95- CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX
RM: 1- AG DOWN GUY 9/32" - 50' LESS THAN 22.5KV

RM 567318E 8
40' Class C5
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1- XA DBLE FB 10' STEEL PINS N/BOND
RM: 1- XA SNGL FB 10' STEEL PINS N/BOND
RM: 2- INS POLY DE 4KV CNTM RIG #6
RM: 8- INS GLASS & PIN 4KV
RM: 944- CD #6 SOLID BARE CU

RM A3340Y 9
40' Class C5
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1- XA SNGL FB 10' STEEL PINS N/BOND
RM: 4- INS GLASS & PIN 4KV
RM: 484- CD #6 SOLID BARE CU

RM 567319E 7
40' Class C5
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1- XA SNGL FB 10' STEEL PINS N/BOND
RM: 4- INS GLASS & PIN 4KV
RM: 528- CD #6 SOLID BARE CU

RM 4192600E 6
40' Class C5
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1- XA DBLE FB 10' STEEL PINS N/BOND
RM: 8- INS NEUT GLASS & PIN 4KV
RM: 528- CD #6 SOLID BARE CU
RM: 1- FE CO MNT FOR ELF 100A 2.4KV 1-EA
RM: 1- TR OH 25KVA 2.4KV 120/240 1P
SN: _____
RM: 132- CD #4 STR AL TRIPLEX W/ACSR NEUTRAL
RM: 1- GR OH #6 SOL WP SECONDARY W/ROD

(EASEMENT REQUIRED)
EXISTING 4702030E 5
50' Class C2
IN: 1- AG DOWN GUY 9/32" - 50' LESS THAN 22.5KV
IN: 1- AG ANCHOR ROD 1 " X 10' 3-EYE W/PLATE

RM: 156' 4-1/C #6CU
RM: 219' 4-1/C #6CU
RM: 128' 4-1/C #6CU
RM: 121' 4-1/C #6CU
RM: 264' 2-1/C #6CU
RM: 236' 4-1/C #6CU
RM: 132' 4-1/C #6CU
RM: 132' 4-1/C #6CU

New pole
RHCA Easement
Pole with service to remain
DOWN GUY INSTALL, POTENTIAL LOCATION

EXISTING SERVICE CONDUITS TO 36 & 34 P.B. RD TO BE INTERCEPTED, FEED FROM NEW PADMOUNT

**NOTE: APPROX. LOCATIONS SHOWN, TO BE VERIFIED IN FIELD BEFORE DESIGN IS FINALIZED

EXISTING SERVICE TO 38 PORTUGUESE BEND RD TO BE ABANDONED, RELOCATE PANEL

NOTE: APPROXIMATE LOCATIONS SHOWN, TO BE VERIFIED IN FIELD BEFORE DESIGN IS FINALIZED

For this project to move forward, the customer must provide signed letters by all affected customers that they are agreeable to the work being done.

This is a preliminary map. The map will not be finalized until all inspections can be preformed and measurements taken as needed.

The customer will be responsible for:
Acquiring Easements from necessary parties
- -SCE will have them drafted and sent out.

Civil Work (Installation of ducts and structures to SCE standards).
Permitting for Customer's contractor crews.
Invoices.
Inspections.

SCE will be responsible for:
Removal of SCE Overhead facilities as outlined on the map.
- The poles will be topped above the communication lever
Installation of cables, equipment and permitting for SCE Crews.

34 Portuguese Bend Road
36 Portuguese Bend Road
PORTUGUESE BEND RD. (PVT. RD.)
545651E
3-6B 1-4B-4
LOT:5 APN:7569-007-14
LOT:1 APN:7569-008-08
LOT:2 APN:7569-008-09
LOT:118 APN:7569-008-02
LOT:119 APN:7569-008-03
50' P.U.E.
20' P.U.E.
25' P.U.E.
10' WATER EASMT
80' RD. ESMT
60' RD. ESMT
SURVEY C/L
DWY
R.R. MB 36
MB 34
W CLAC
24+00
25+00
26+00
27+00
22+00
VD=54% FL=8.96%

DISTRICT: 44 – SOUTH BAY	PROJ. MGR. NG, BO LEE PHONE	PLANNER NG, BO LEE PHONE	DESIGNER NG, BO LEE	
PROJECT NO. 2158961	SERVICE REQUEST 3053971	MSR NO.	PRODUCT-1 1825711-RELOCATE FACILITIES	ASSOC DESGN
CIRCUIT / VOLTAGE	THOMAS GUIDE		PRODUCT-2	ASSOC DESGN
SUB / PG NO.		CIRCUIT CODE	PRODUCT-3	ASSOC DESGN
INVENTORY MAP		J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION)	
			38 PORTUGUESE BEND RD ROLLING HILLS, CA 90274	
TYPE / DATE / APPROVED BY / CHECKED BY / DRAWN BY / PAX #			SHEET 1 OF 1	DESIGN\DRWG NO. 1378659_0.01

Southern California Edison Company

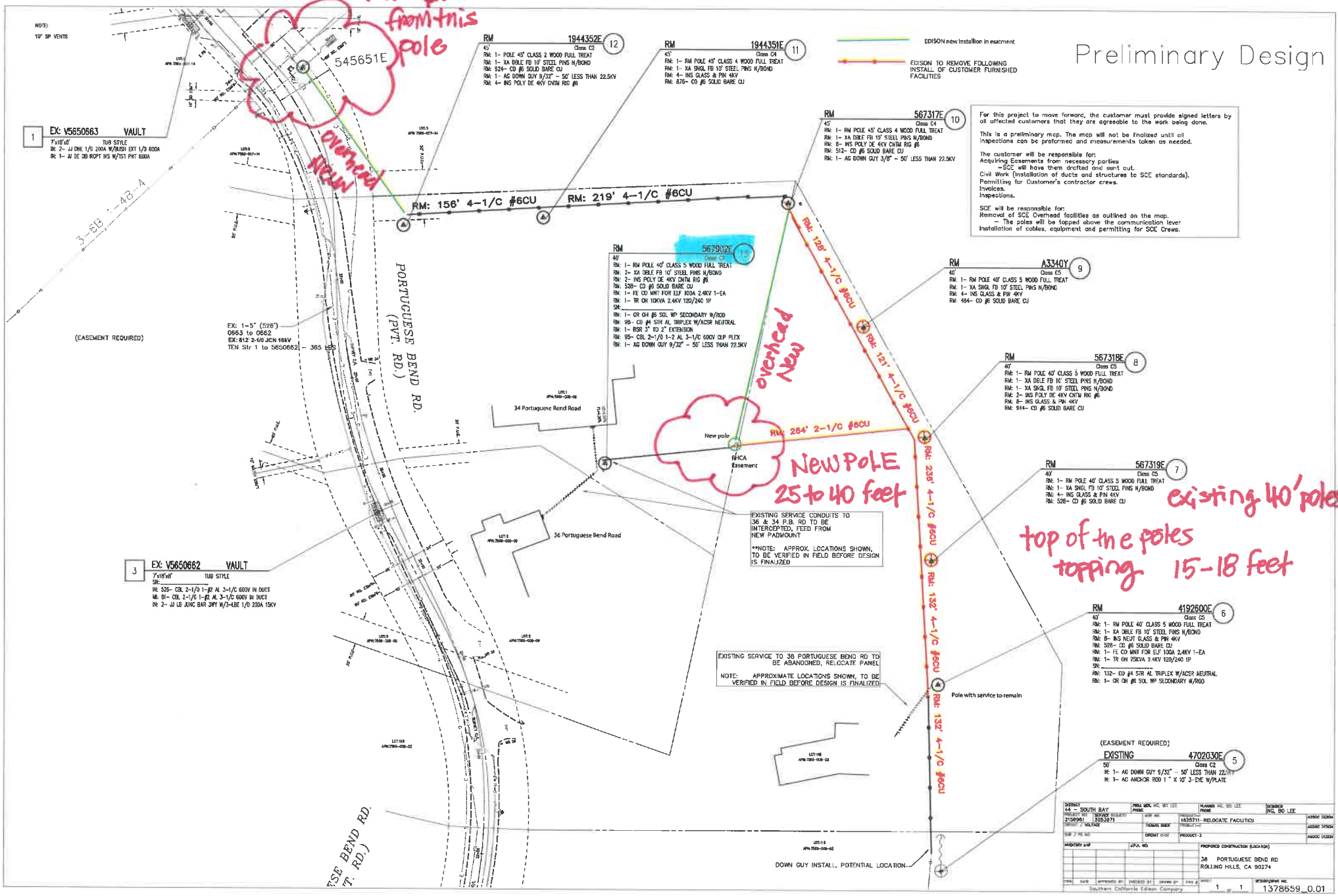

Pull power from this pole
545651E
overhead New
Preliminary Design
EDISON new Installion in easment
EDISON TO REMOVE, FOLLOWING INSTALL OF CUSTOMER FURNISHED FACILITIES
1 EX: V5650663 VAULT
7'x10'x6' TUB STYLE
IN: 2- JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 1- JJ DE DB RKPT INS W/1ST PMT 600A
RM 1944352E Class C2 (12)
45'
RM: 1- POLE 45' CLASS 2 WOOD FULL TREAT
RM: 1- XA DBLE FB 10' STEEL PINS N/BOND
RM: 524- CD #6 SOLID BARE CU
RM: 1- AG DOWN GUY 9/32" - 50' LESS THAN 22.5KV
RM: 6- INS POLY DE 4KV CNTM RIG #6
RM 1944351E Class C4 (11)
45'
RM: 1- RM POLE 45' CLASS 4 WOOD FULL TREAT
RM: 1- XA SNGL FB 10' STEEL PINS N/BOND
RM: 4- INS GLASS & PIN 4KV
RM: 675- CD #6 SOLID BARE CU
RM 567317E Class C4 (10)
45'
RM: 1- RM POLE 45' CLASS 4 WOOD FULL TREAT
RM: 1- XA DBLE FB 10' STEEL PINS N/BOND
RM: 8- INS POLY DE 4KV CNTM RIG #6
RM: 512- CD #6 SOLID BARE CU
RM: 1- AG DOWN GUY 3/8" - 50' LESS THAN 22.5KV
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RM: 264' 2-1/C #6CU
RM: 238' 4-1/C #6CU
RM: 132' 4-1/C #6CU
RM: 132' 4-1/C #6CU
3-6E 1-4E-4
PORTUGUESE BEND RD. (PVT. RD.)
(EASEMENT REQUIRED)
EX: 1-5" (526')
0663 to 0662
EX: 812 2-4/0 ACN 15kV
TEN Str 1 to 5650662 - 365 ft
RM 5679021 Class C5 (15)
40'
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 2- XA DBLE FB 10' STEEL PINS N/BOND
RM: 2- INS POLY DE 4KV CNTM RIG #6
RM: 528- CD #6 SOLID BARE CU
RM: 1- FE CO MNT FOR ELF 100A 2.4KV 1-EA
RM: 1- TR OH 10KVA 2.4KV 120/240 1P
SN:
RM: 1- CR OH #6 SOL WP SECONDARY W/ROD
RM: 98- CU #4 STR AL TRIPLEX W/ACSR NEUTRAL
RM: 1- RSR 3" TO 2" EXTENSION
RM: 95- CBL 2-1/0 1-2 AL 3-1/C 600V CLP FLEX
RM: 1- AG DOWN GUY 9/32" - 50' LESS THAN 22.5KV
34 Portuguese Bend Road
36 Portuguese Bend Road
New pole
RHCA Easement
New POLE 25 to 40 feet
EXISTING SERVICE CONDUITS TO 36 & 34 P.B. RD TO BE INTERCEPTED, FEED FROM NEW PADMOUNT
**NOTE: APPROX. LOCATIONS SHOWN, TO BE VERIFIED IN FIELD BEFORE DESIGN IS FINALIZED
EXISTING SERVICE TO 36 PORTUGUESE BEND RD TO BE ABANDONED, RELOCATE PANEL
NOTE: APPROXIMATE LOCATIONS SHOWN, TO BE VERIFIED IN FIELD BEFORE DESIGN IS FINALIZED
Pole with service to remain
3 EX: V5650662 VAULT
7'x15'x6' TUB STYLE
SN:
IN: 526- CBL 2-1/0 1-#2 AL 3-1/C 600V IN DUCT
MI: BI- CBL 2-1/0 1-#2 AL 3-1/C 600V IN DUCT
IN: 2- JJ LB JUNC BAR 3WY W/3-LBE 1/0 200A 15KV
RM 567319E Class C5 (7)
40'
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1- XA SNGL FB 10' STEEL PINS N/BOND
RM: 4- INS GLASS & PIN 4KV
RM: 528- CD #6 SOLID BARE CU
existing 40' poles
top of the poles topping 15-18 feet
RM A3340Y Class C5 (9)
40'
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1- XA SNGL FB 10' STEEL PINS N/BOND
RM: 4- INS GLASS & PIN 4KV
RM: 484- CD #6 SOLID BARE CU
RM 56731BE Class C5 (8)
40'
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1- XA DBLE FB 10' STEEL PINS N/BOND
RM: 1- XA SNGL FB 10' STEEL PINS N/BOND
RM: 2- INS POLY DE 4KV CNTM RIG #6
RM: 8- INS GLASS & PIN 4KV
RM: 944- CD #6 SOLID BARE CU
RM 4192600E Class C5 (6)
40'
RM: 1- RM POLE 40' CLASS 5 WOOD FULL TREAT
RM: 1- XA DBLE FB 10' STEEL PINS N/BOND
RM: 8- INS NEUT GLASS & PIN 4KV
RM: 528- CD #6 SOLID BARE CU
RM: 1- FE CO MNT FOR ELF 100A 2.4KV 1-EA
RM: 1- TR OH 25KVA 2.4KV 120/240 1P
SN:
RM: 132- CO #4 STR AL TRIPLEX W/ACSR NEUTRAL
RM: 1- GR OH #6 SOL WP SECONDARY W/ROD
(EASEMENT REQUIRED)
EXISTING 4702030E Class C2 (5)
50'
IN: 1- AC DOWN GUY 9/32" - 50' LESS THAN 22.5KV
IN: 1- AC ANCHOR ROD 1" X 10' 3-EYE W/PLATE
DOWN GUY INSTALL. POTENTIAL LOCATION
DISTRICT: 44 - SOUTH BAY
PROJECT NO: 2158961
SERVICE REQUEST: 3053971
PROJECT: 1625711- RELOCATE FACILITIES
PLANNER NO.: BO LEE
PHONE:
DESIGNER: NG, BO LEE
VOLTAGE:
THOMAS GUIDE:
PRODUCT NO:
PRODUCT-3
INVENTORY MAP:
J.P.A. NO.:
PROPOSED CONSTRUCTION (LOCATION):
36 PORTUGUESE BEND RD
ROLLING HILLS, CA 90274
Southern California Edison Company
SHEET: 1 OF 1
DESIGN/DRWG NO.: 1378659_0.01

EXHIBIT 3

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 02/28/2022

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 TRAFFIC COMMISSION'S RECOMMENDATIONS REGARDING MITIGATION OF SAFETY CONCERNS AT THE CORNER OF UPPER BLACKWATER CANYON ROAD AND PORTUGUESE BEND ROAD.**

DATE: **February 28, 2022**

BACKGROUND:
At the July 22, 2021 Traffic Commission meeting, resident Sue Breiholz noted a safety concern at the corner of Upper Blackwater Canyon Road and Portuguese Bend Road. Mrs. Breiholz discussed that there is a wall in the easement that impairs drivers' visibility at the said corner. The Traffic Commission directed staff to place this item on the September 23, 2021 Traffic Commission agenda for discussion.

At the September 23rd meeting the Traffic Commission received suggested recommendations from Traffic Engineer Vanessa Munoz as well as public comment from Mrs. Breiholz and RHCA Maintenance Supervisor Beckler. The committee discussed and voted unanimously to have home owners review safety concerns before any actions are considered.

On November 16, 2021, a letter from RHCA Manager Kristen Raig was received noting that the RHCA Board conducted a field trip to the subject site along with Mr. and Mrs. Breiholz, and Mrs. Ianitti, owner of 20 Upper Blackwater Canyon Road. The correspondence also noted that the RHCA Board agreed that the subject matter is a safety issue and should be addressed by the City's Traffic Commission. The correspondence listed five recommendations from the RHCA Board as follows:

- Widen Upper Blackwater Canyon Road where it intersects Portuguese Bend Road by making the planter smaller (RHCA can't eliminate it completely because there are utility access boxes in the planter).
- Ask the City Traffic Engineer to consider a stop sign to slow traffic coming up and down Portuguese Bend Road.
- Ask the City Traffic Engineer to consider signage to advise drivers to slow down and that

there is an intersection.
- Ask to have the Sheriff' at the intersection periodically to monitor traffic speeds on Portuguese Bend Road.
- Advise visitors and vendors going to Upper Blackwater Canyon Road to drive slowly because the intersection is on a curve.

RHCA's November 16, 2021 letter was provided to the City Traffic Engineer, Willdan Engineering, Vanessa Munoz. In response to the letter, Willdan Engineering provided a memorandum that supported the following:

- Reducing the size of the planter at the intersection to widen Upper Blackwater Canyon Road at Portuguese Bend Road and to restripe the intersection in order to change the roadway alignment.
- Install additional signage in advance of the intersection along Portuguese Bend Road to provide advance warning of the upcoming intersection and advise of a reduction in speed.
- Request the Sheriff's Department during routine City patrolling to enforce speed limits along Portuguese Bend Road.
- Remind visitors and service providers at the city entrance gates to follow the local speed limits.

The City Traffic Engineer did not support the RHCA Board's recommendation to install a four way stop at the subject intersection.

On February 7, 2022, the Traffic Commission discussed and considered this item and unanimously voted to accept the recommendations from Willdan.

DISCUSSION:
City Traffic Engineer Vanessa Munoz, PE, TE has provided a memorandum (attached) as well as Exhibits A and B.

FISCAL IMPACT:
The service fee for Willdan Engineering to respond to the RHCA Board's recommendations is included in the operating cost for FY2021-2022.

RECOMMENDATION:
Approve the Traffic Commission's recommendations.

ATTACHMENTS:
M03 20 Upper Blackwater RHCA Response Memorandum 02.23.2022.pdf
Exhibit A and B Upper Blackwater Canyon and Portuguese Bend Rd 2-23-22 Rev3.pdf
CL_AGN_220127_TC_RHCAltr_2021_11-16.pdf

WILLDAN Engineering

Memorandum

TO: Elaine Jeng PE, City Manager

FROM: Vanessa Munoz, PE, TE, City Traffic Engineer

DATE: February 23, 2022

SUBJECT: Intersection at Upper Blackwater Canyon Road and Portuguese Bend Road

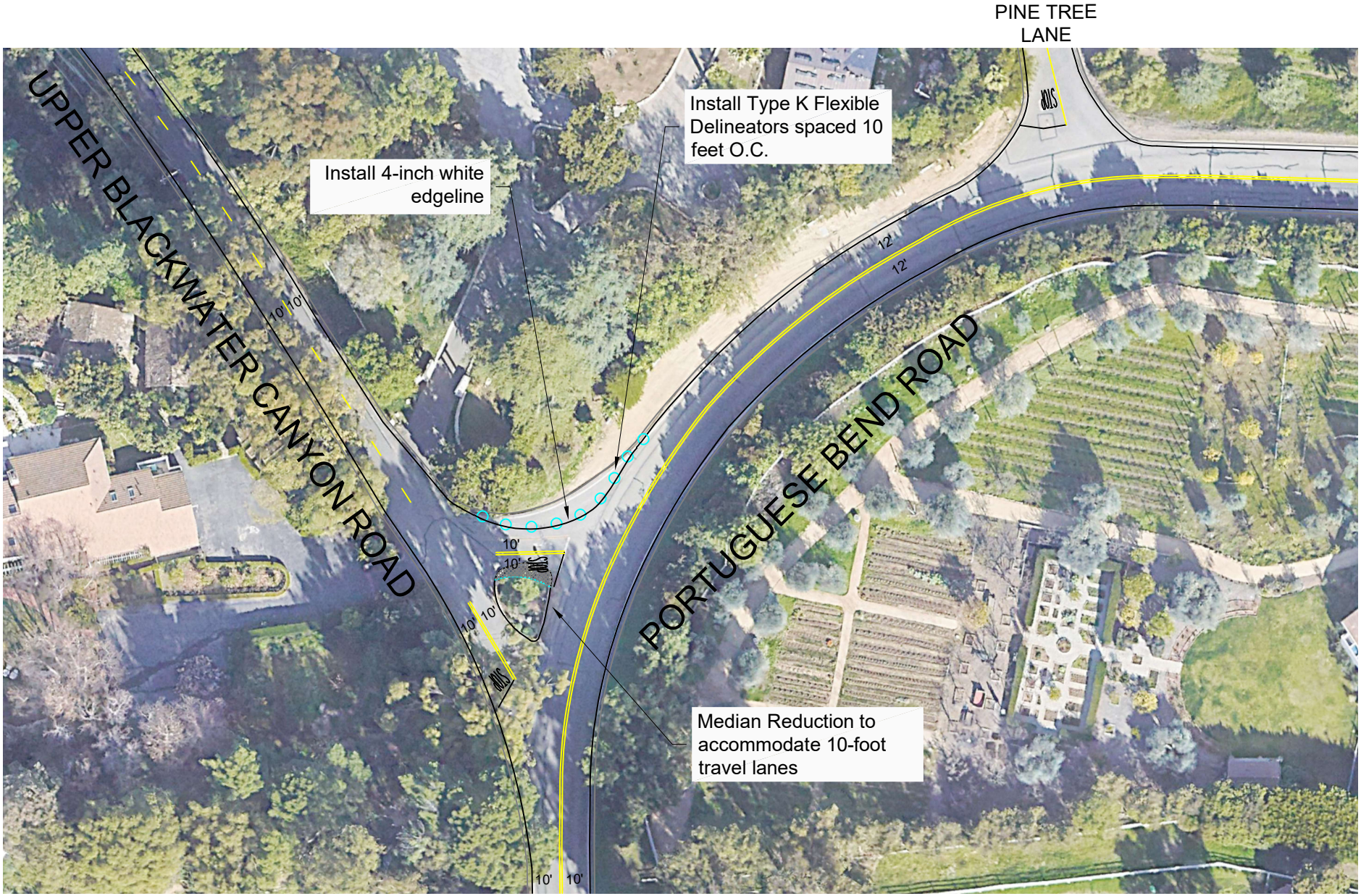
This memorandum is in response to a request by the city to review and provide input on the memorandum received from the Rolling Hills Community Association (RHCA) dated November 16, 2021. The memorandum from the RHCA is in response to the intersection of Upper Blackwater Canyon Road and Portuguese Bend improvements previously discussed at the September 2021 Traffic Commission meeting and their recommendations on the subject matter.

The RHCA memorandum provides five (5) recommendations, and as the Traffic Engineer agree with the following:

1. Reducing the size of the planter at the intersection to widen Upper Blackwater Canyon Road at Portuguese Bend Road and to restripe the intersection in order to change the roadway alignment (See Exhibit A)
2. Install additional signage in advance of the intersection along Portuguese Bend Road to provide advance warning of the upcoming intersection and advise of a reduction in speed. (See Exhibit B)
3. Request the Sheriff's Department during routine City patrolling to enforce speed limits along Portuguese Bend Road.
4. Remind visitors and service providers at the city entrance gates to follow the local speed limits.

Regarding the recommendation of installing a four way stop sign at the intersection, this is not recommended at this time. "Stop" control is intended to assign positive right-of-way at intersections. This control is usually established on the minor street with the lower volume of traffic, which is the case at Upper Blackwater Canyon Road. Additional control, beyond the basic right-of-way assignment, is usually reserved for those locations where the volume of traffic on the minor street exceeds 300 vehicles per hour (vph) for any eight hours of an average day, which we know Upper Blackwater Canyon Road does not currently meet. Intersecting streets that have about the same amount of traffic, lend credibility to the higher level of intersection control. Without credibility, voluntary compliance of stop signs is poor and without voluntary compliance, traffic safety is severely compromised.

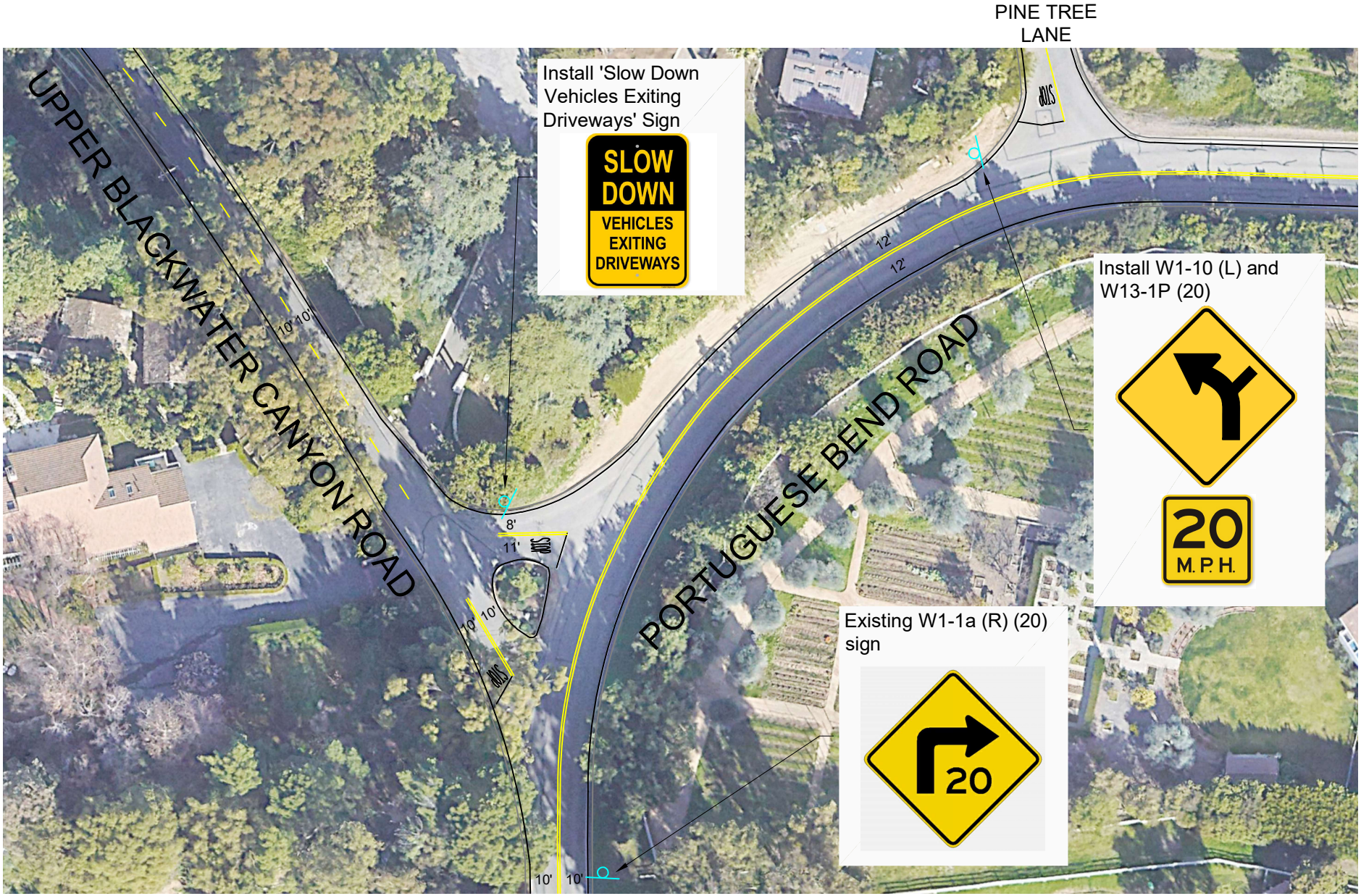
In conclusion, I support implementing four out of the five recommendations, as they will improve traffic safety at the intersection.



N.T.S

Exhibit A - Median Reduction

Portuguese Bend Road at Upper Blackwater Canyon Road



N.T.S

Exhibit B - Signs

Portuguese Bend Road at Upper Blackwater Canyon Road

Rolling Hills Community Association
of Rancho Palos Verdes
No. 1 Portuguese Bend Rd. • Rolling Hills, Calif. 90274

(310) 544-6222 ROLLING HILLS CALIFORNIA (310) 544-6766 Fax

Date: November 16, 2021

To: City of Rolling Hills Traffic Commission

From: Rolling Hills Community Association

Re: Intersection at Upper Blackwater Canyon Road and Portuguese Bend Road

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This matter from the September Traffic Commission meeting was referred to the RHCA for discussion.

The RHCA Board made a field trip to the site and met with Mr. and Mrs. Breiholz and Mrs. Ianitti, owner of 20 Upper Blackwater.

At the field trip, the board identified the main problem being the speed of the traffic coming up Portuguese Bend Road and not seeing the intersection and making the turn onto Upper Blackwater at a high rate of speed. The lane they turn into is also approximately 20' wide which doesn't leave any room for a car to swing wide without hitting a vehicle if it is in the lane exiting the street.

This could be due to several factors:

1. They are on a hill and accelerating going up or going fast while driving down
2. The intersection is on a curve and people are not familiar with the entrance to the street.
3. The sign with the street name is in the planter in the middle of the intersection, past the entrance to the street.

The Board agreed that the matter was a traffic safety issue and should be addressed by the traffic commission, but had the following recommendations:

- Widen Upper Blackwater Canyon Road where it intersects Portuguese Bend Road by making the planter smaller (we can't eliminate it completely because there are utility access boxes in the planter)
- Ask the City traffic engineer to consider a stop sign to slow traffic coming up and down Portuguese Bend Road
- Ask the City traffic engineer to consider signage to advise drivers to slow down and that there is an intersection
- Ask to have the Sheriff at the intersection periodically to monitor traffic speeds on Portuguese Bend Road
- Advise visitors and vendors going to Upper Blackwater to drive slowly because the intersection is on a curve

The RHCA maintenance staff has moved the street name sign from the planter to the street corner.

There are utility boxes in the planter, if the planter is removed, they would need be changed to underground with traffic rated lids. The size of the planter can be changed to widen Upper Blackwater Canyon Road where it meets Portuguese Bend Road.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.A
Mtg. Date: 02/28/2022

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

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

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

SUBJECT: **APPROVE THE FIRE FUEL COMMITTEE'S RECOMMENDATION TO TAKE THE MANDATORY APPROACH TO MANAGE FIRE FUEL IN THE CANYONS; APPROVE THE FIRE FUEL COMMITTEE'S RECOMMENDATION TO PROVIDE AVAILABLE COST DATA TO THE COMMUNITY; AND RECEIVE A REPORT FROM THE FIRE FUEL COMMITTEE ON THE FEBRUARY 8, 2022 FIRE FUEL COMMITTEE MEETING AND DISCUSS THE COMMITTEE'S REPORT**

DATE: **February 28, 2022**

BACKGROUND:
During the Fire Fuel Committee meeting on February 08, 2022 the Fire Fuel Committee discussed three items, set March 1, 2022 as the next meeting and listed the agenda items for the March 1 meeting.

The Committee discussed the scope of work for Wildland Resource Management. At the January 24, 2022 City Council meeting the Council approved a not to exceed $20,000 contract amount for Wildland Resource Management. The Committee moved to have Wildland Resource Management to review the draft ordinance and provide recommendations to the Committee for $7,500. The Committee also moved to have Wildland Resource Management conduct site visits at private properties at $500 per visit, for 15 site visits.

The Committee also discussed regulatory versus voluntary approaches to management of fire fuel in the canyons, and the cost to comply with an ordinance. At the January 20, 2022 Fire Fuel Committee meeting the Committee categorized the two hour community testimonies received at the November 17, 2022 Fire Fuel Committee meeting. The categories are (1) applicability, (2) environmental, (3) appropriate standards for mitigation, (4) cost, and (5) mandatory versus voluntary approaches to fuel management. The Committee discussed the categories of applicability, environmental, and standards for mitigation at the January 20, 2022 meeting.

DISCUSSION:
The Fire Fuel Committee discussed that the community has been given the option to remove

fire fuel on private property voluntarily and given the amount of fire fuel that exist presently in the community as assessed by the Fire Department, the voluntary approach has not been impactful. In consideration of the present condition and the risk that the amount of fire fuel presents in the potential of severe wildfires, the Fire Fuel Committee decided that the best approach would be the mandatory approach to removing fire fuel in the canyons. To ready the community for an ordinance that mandates the reduction of fire fuel, the Fire Fuel Committee suggested to the City Council to delay the effective date of the ordinance by six months upon approval of an ordinance.

In response to public comments about the lack of cost information when considering an ordinance to require residents to remove fire fuel in the canyons, the Fire Fuel Committee discussed the issue of cost at the February 8, 2022 meeting. The Fire Fuel Committee noted that the cost to eliminate the risk for the entire community would be the same regardless of a mandatory or voluntary approach. Discussing the cost at the parcel level, the cost would vary depending on the parcel, the location of the parcel and if the parcel abuts a canyon or has a canyon on the property. The Fire Fuel Committee opined that minimizing the risk of wildfire is a matter of public safety and it is the City Council's duty to ensure public safety. While there is a cost associated with fire fuel removal, the Committee has strived to balance it with the need to minimize safety risks for the community. The Committee also discussed that the city can be transparent and helpful to the community by sharing cost information as they become available. For example, the city can share the project cost relating to the CalOES/FEMA Vegetation Management grant. Public Comments requested cost relating to the code enforcement officer that would enforce the draft vegetation management in the canyon ordinance. In response the Fire Fuel Committee concluded that the salary of the code enforcement officer should be shared with the community, Lastly, the Committee believed that seeking grant funds to defray cost of mitigation is important and should be prioritized by the city.City staff recommends the Council approve this report and discuss the recommendations of the Committee

FISCAL IMPACT:
The City Council provided the Fire Fuel Committee a cap of $20,000 to hire Wildland Resources Management. The Fire Fuel Committee decided to spend $7,500 to have Wildland Resource Management to review the draft ordinance to manage fire fuel in the canyons and another $7,500 to conduct site visits to provide a scope of work for residents to abate fire fuel in the canyons. The City Attorney's office will draft an agreement with Wildland Resources Management for a not-to-exceed amount of $15,000. There is available budget in the Emergency Preparedness account for this expenditure.

RECOMMENDATION:
Approve the Fire Fuel Committee's recommendations, and receive a report on the February 8, 2022 Fire Fuel Committee meeting and discuss the Fire Fuel Committee's report

ATTACHMENTS:
CL_AGN_220208_FFC_AgendaPacket_R.pdf

City of Rolling Hills INCORPORATED JANUARY 24, 1957

2 Portuguese Bend Road
Rolling Hills, CA 90274

AGENDA
Special Fire Fuel Management Committee Meeting

FIRE FUEL MANAGEMENT COMMITTEE
Tuesday, February 08, 2022

CITY OF ROLLING HILLS
6:30 PM

Executive Order

All Committee members will participate in-person wearing masks per Los Angeles County Health Department's Health Officer Order effective Saturday, July 17, 2021. The meeting agenda and live audio will be available on the City's website:
https://www.rolling-hills.org/government/agenda/index.php

Members of the public may come in to City Hall wearing masks, per the new Health Officer's Order. Zoom teleconference will not be available for this meeting, but members of the public can 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.

1. PARTICIPANTS

2. ITEMS FOR DISCUSSION

2.A. DISCUSS SCOPE OF WORK AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILDLAND RESOURCE MANAGEMENT.
RECOMMENDATION: Per the City Council's direction, approve a professional services agreement with Wildland Resource Management.
Wildland Resource Management-Proposal to City of Rolling Hills UPDATED.pdf

2.B. DISCUSS APPROACHES TO MANAGING FIRE FUEL IN THE CANYONS:Â REGULATORY VERSUS VOLUNTARY.
RECOMMENDATION: Discuss and provide direction to staff.

2.C. DISCUSS COST TO RESIDENTS TO COMPLY WITH AN ORDINANCE TO MANAGE FIRE FUEL IN THE CANYONS.
RECOMMENDATION: Discuss and provide direction to staff.

2.D. CONSIDER AGENDA ITEMS FOR THE NEXT FIRE FUEL MEETING AND SET THE NEXT MEETING DATE.
RECOMMENDATION: Consider reviewing the draft ordinance with comments from hired experts and setting Tuesday, March 1, 2022, 6:30pm as the next meeting date and time.

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

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

4. ADJOURNMENT

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

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

Agenda Item No.: 2.A
Mtg. Date: 02/08/2022

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **DISCUSS SCOPE OF WORK AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILDLAND RESOURCE MANAGEMENT.**

DATE: **February 08, 2022**

BACKGROUND:

The Fire Fuel Committee began the development of a canyon management ordinance at the September 29, 2021 Fire Fuel Committee meeting. The public feedback was that an expert is needed to provide support on the provisions of the ordinance. The Fire Fuel Committee agreed and directed staff to begin searching for expert consultants, particularly retired fire fighters who could assist in the development and review of the ordinance. City staff reached out to multiple consultants who were well versed in vegetation management, fire science, and forestry.

Three organizations submitted proposals. The Fire Fuel Committee recommended hiring Wildland Resource Management, and at the January 24, 2022 City Council meeting, the City Council directed the Fire Fuel Committee to engage services not to exceed $20,000.

DISCUSSION:

At the December 15, 2021 Fire Fuel Committee, the Committee recommended to engage Wildland Resource Management for services for $14,430. The scope included reviewing the draft ordinance and providing feedback for a fee not to exceed $7,500. The scope also included canyon management education form on site for $13,690 for a total of $14,430.

The December 15, 2021 Fire Fuel Committee was reported out to the City Council at the January 10, 2022 City Council meeting but the item was delayed for discussion to the January 24, 2022 meeting. At

the January 24, 2022 meeting, staff submitted an updated proposal from Wildland Resource Management that eliminated the training of others and include a cost per site visit ($500). In review of the updated proposal from Wildland Resource Management, the City Council suggested to eliminate the canyon management education and instead target available budget to hold site visits by Wildland Resource Management on private properties in the way that the Fire Department provides hardening the home inspection services. The City Council directed the Fire Fuel Committee to consider the suggestion and engage Wildland Resources Management for service not to exceed $20,000.

Staff recommends that the Fire Fuel Committee engage Wildland Resources Management to review the draft ordinance and provide feedback for $7,500 and allocate $7,500 for site visits for an overall contract of $15,000.

FISCAL IMPACT:
Staff recommends that the Fire Fuel Committee engage Wildland Resources Management to review the draft ordinance and provide feedback for $7,500 and allocate $7,500 for site visits for an overall contract of $15,000. There is available budget in the Emergency Preparedness account for this expenditure.

RECOMMENDATION:
Per the City Council's direction, approve a professional services agreement with Wildland Resource Management.

ATTACHMENTS:
Wildland Resource Management-Proposal to City of Rolling Hills UPDATED.pdf

Wildland Res Mgt (510) 502-4737
316 California Ave. #68, Reno NV 89509 carollrice@aol.com

January 20, 2022



Ashford Ball
Senior Management Analyst
2 Portuguese Bend Road
Rolling Hills, CA 90274

Sent via email to aball@cityofrh.net

Dear Mr. Ball:

Thank you for this opportunity to submit a combined proposal for consulting services to the City, and to visit canyon properties to provide advice to the owners of those sites so that they can appropriately treat their lands and advance the wildland fire safety of the City of Rolling Hills.

The services will focus on two different types of activities. The first is to guide code and ordinance development, primarily to assist the determination of what constitutes a nuisance. Tasks would include the description of a nuisance in terms of fuel volume, or arrangement of type (include possibly plant species). For this activity we propose an arrangement based on responding to the questions of the city and offering clarification and guidance. The need for clarification regarding CEQA can also be anticipated. Because of the uncertainty involved in this activity, an arrangement based on time and materials (with a set not-to-exceed ceiling of $7,500) makes the most sense.

The second activity would be to offer consultations regarding canyon management. The overall goals would be to (1) provide guidance to the community about best practices and CEQA, (2) conduct canyon evaluations, and (3) as an optional activity, train staff regarding how to evaluate the compliance and fuel management of canyons. Based on the tasks associated with site visits, meetings, and consultation, we estimate a cost of $16,750.

An important feature of this second activity is to offer advice to canyon owners. The cost per visit is $500 separate from the total cost listed above, based on the aggregation of three visits in a day. Because travel time is a significant portion of the cost, we aim to aggregate three site visits in one day.

We look forward to the possibility of working with the City on scheduling these visits; We assume the City will gather the visit requests and facilitate the scheduling. In addition, this proposal is based on having the City staff document the recommendations. This will result in a City record of expectations, and increased knowledge base and expertise of City staff.

We would be pleased to expand the description of services and deliverables in following discussions.

These services would be provided by Carol Rice, with Wildland Res Mgt and J. Lopez, Los Angeles County Fire Department (retired). Both have been working in the wildland urban interface for decades, and are familiar with the environs and community of the City of Rolling Hills. Both J. and Carol are both natural resource managers and wildland fire managers. Our combined experience enables our ability to offer recommendations that minimize wildland fire hazards and environmental impacts.

The initial work can begin in as soon as agreements are reached.

Below please find a description of services and costs estimated for each task. Please let me know if adjustments should be made so that we can better support the City of Rolling Hills.

Sincerely,

Carol L. Rice

Carol L. Rice

Task	Cost
Guide code development Time and Materials, NTE	**$7,500**
Work aimed at determining what constitutes a nuisance	
E.g., fuel volume, fuel arrangement, species	
Discussion of CEQA procedure and local regulations	
Canyon Management	
Identify/select good example of canyon mgt	
Site visit to identify/select canyon where lessons can be learned	$4,440
Develop BMPs for canyon management, considering local regulations	$1,480
Assumes work done by other entities, per BMP	
Develop a checklist for evaluations	$2,220
Spot check other inspections next year	$1,110
Subtotal (Canyon Management only)	**$9250**
Site Vists/ Traning Staff Services	
Consultation services for canyon property owners, at $500/visit, based on 3 properties/day. Estimated 24 site visits	$500/site
Training of staff, via site visits to inspect 2 canyons (Optional)	$3,700

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 2.B
Mtg. Date: 02/08/2022

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

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

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

SUBJECT: **DISCUSS APPROACHES TO MANAGING FIRE FUEL IN THE CANYONS: REGULATORY VERSUS VOLUNTARY.**

DATE: **February 08, 2022**

BACKGROUND:
In response to public comments on the draft fire fuel abatement ordinance, the Fire Fuel Committee identify topics/categories of discussion. One topic/category to be discussed is the approach to minimizing wildfire risks for the community.

DISCUSSION:

The Committee will be deliberating on the regulatory approach vs. the voluntary approach.

FISCAL IMPACT:
NONE

RECOMMENDATION:
Discuss and provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 2.C
Mtg. Date: 02/08/2022

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

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

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

SUBJECT: **DISCUSS COST TO RESIDENTS TO COMPLY WITH AN ORDINANCE TO MANAGE FIRE FUEL IN THE CANYONS.**

DATE: **February 08, 2022**

BACKGROUND:

Many members of the community voiced the burden of cost to comply with an ordinance to abate fire fuel in the canyons. Cost of abatement to mitigate wildfire risks was one of the topics/categories that the Fire Fuel Committee wanted to discuss. The topics/categories of discussions were developed by the Fire Fuel Committee stemming from the public comments on the draft ordinance mandating fire fuel abatement in the canyons.

DISCUSSION:
To mitigate wildfire risks, the cost of fire fuel abatement required of the resident by an ordinance or performed voluntarily by the resident, would be the same regardless of approach. This topic/category will be further discussed by the Fire Fuel Committee.

FISCAL IMPACT:
NONE

RECOMMENDATION:
Discuss and provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 2.D
Mtg. Date: 02/08/2022

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

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

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

SUBJECT: **CONSIDER AGENDA ITEMS FOR THE NEXT FIRE FUEL MEETING AND SET THE NEXT MEETING DATE.**

DATE: **February 08, 2022**

BACKGROUND:
NONE

DISCUSSION:
NONE

FISCAL IMPACT:
NONE

RECOMMENDATION:
Consider reviewing the draft ordinance with comments from hired experts and setting Tuesday, March 1, 2022, 6:30pm as the next meeting date and time.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.B
Mtg. Date: 02/28/2022

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **CITY COUNCIL NOTIFICATIONS ON COMMUNITY AND PENINSULA EVENTS. (MAYOR DIERINGER)**

DATE: **February 28, 2022**

BACKGROUND:
At the February 14, 2022 City Council meeting, Mayor Bea Dieringer informed the City Council that staff should notify the City Council on events such as the luncheon to celebrate the retirement of several Los Angeles County Sheriff Department Deputies. The luncheon was sponsored by the City and several other adjacent cities. The event was held on February 9, 2022 at the City Hall campus. Mayor Dieringer noted that other cities have staff members provide notifications to their respective City Councils on community events, and regional events. Several members of the City Council did not agree with Mayor Dieringer on notifications to the City Council on events and the City Council decided to discuss the matter at the February 28, 2022 meeting.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive a presentation from Mayor Bea Dieringer and provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.C
Mtg. Date: 02/28/2022

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: **DISCUSS HOLDING AN ANNUAL STATE OF THE CITY EVENT. (MIRSCH)**

DATE: **February 28, 2022**

BACKGROUND:
At the February 14, 2022 City Council meeting, Councilmember Leah Mirsch expanded on the Council's direction for staff to inform the community on the city's accomplishments and activities in the last two years to support the 2020 strategic plan and inquired if the City Council would consider holding a State of the City event annually.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Consider and provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.D
Mtg. Date: 02/28/2022

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **DISCUSS SIERRA CLUB'S USE AND PUBLICATION OF THE TRAILS WITHIN THE CITY. (MIRSCH)**

DATE: **February 28, 2022**

BACKGROUND:
At the February 14, 2022 City Council meeting, Councilmember Leah Mirsch informed the City Council that organizations are promoting hiking activities in the community and that she requested the City Council to consider writing letters to these organizations to not promote trails in Rolling Hills.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive a presentation from Councilmember Leah Mirsch and provide direction to staff.

ATTACHMENTS:

Agenda Item No.: 15.A
Mtg. Date: 02/28/2022

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

FROM: **JANE ABZUG, DEPUTY CITY ATTORNEY**

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

SUBJECT: **CONSIDER FILING A COMPLAINT WITH THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) REGARDING FRONTIER'S REFUSAL TO PARTICIPATE IN THE CREST ROAD EAST UNDERGROUNDING PROJECT PER CPUCTARIFF 33.**

DATE: **February 28, 2022**

BACKGROUND:
The City of Rolling Hills was awarded grant funds from CalOES/FEMA in September of 2020 to undergrounding power line along Crest Road East from 62 Crest Road East to the eastern city limits near 92 Crest Road East. Staff has been working with relevant utility companies to make progress to complete the grant project.

Southern California Edison (SCE), Crown Castle, and Cox Cable reviewed the project scope and determined that the California Public Utilities Commission (CPUC) Rule 20 Tariff (SCE) and Rule 33 (communication companies) would be applicable to the project. These tariffs would be paying for the undergrounding of power lines without monetary contribution from the city. Frontier's review of the project concluded that the location of the project does not qualify per their reading of Rule 33. Frontier noted that the entire undergrounding project is within private streets not available to the public. Additionally, Crest Road East serve as access to very small number of residents and is rarely used for through traffic because the Crest Road East gate is locked. Frontier informed city staff that the company can participate in the project, provided that the City pays for the work to be performed by Frontier.

Rule 33 provided by Frontier states the following:

The Utility will, at its expense, replace its existing aerial facilities with undergrounding facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory, to the Utility have been obtained, or may be obtained, or may be obtained without cost or condemnation, by the utility, provided that:

A.1.a(1)(a) *– given the existing facilities on the aerial portion proposed to underground, there*

is not an "unusually" heavy concentration of aerial facilities.

A.1.a(1)(b) *- The limits of the undergrounding on Crest Rd within a private road not open to the public. Also Crest Rd. ends approximately 600' East of Eastfield Dr. with only a few driveways entering separate properties. Reasonably, traffic volume cannot be considered "extensively used by the general public and carries a high volume of pedestrian or vehicular traffic".*

A.1.a(1)(c) *– This segment of Crest Rd does not pass "through a civic area or public recreation area or an area of unusual scenic interest to the general public".*

DISCUSSION:
In light of Frontier's reading of Rule 33, the City Attorney's office contacted Frontier's engineering staff that rendered the finding and Frontier's legal counsel. In early February 2022, the City Attorney's office provided Frontier a letter informing Frontier that there was a previous utility undergrounding project on Crest Road West that Frontier participated under Rule 33. The previous utility undergrounding project on Crest Road West between Buggy Whip Drive and Possum Ridge Road placed underground seven utility poles mimicking the scope of work for the current project on Crest Road East.

The City Attorney opined that Frontier's contention that the city's private road does not qualify under Rule 33 is incorrect; the city only needs to show that the street is an area extensively used by the general public. Rule 33 expressively states that the "Utility will, at its expense, replace its existing aerial facilities with underground facilities. . . on public lands and private property." The streets within the City are used by the general public as they facilitate the movement of public vehicular traffic through the community. There are other public facilities within the City that the public can access such as Los Angeles County Fire Station 56. Furthermore, the street is located in an area that is extensively used by the general public. The City Attorney's letter to Frontier also addressed several other reasons Frontier's basis for denial is erroneous. The letter also requested Frontier to provide a response by February 16, 2022 to confirm paying their share of the undergrounding project but to date they still have yet to respond.

On February 23, 2022 the city's attorney followed up with Frontier informing them of the city's next step to consider filing a complaint with the California Public Utilities Commission (CPUC) and that the matter would be heard by the City Council at the February 28, 2022 City Council meeting. Staff recommends that the Council file a complaint with the CPUC.

FISCAL IMPACT:
The attorney fees to file a complaint with the CPUC will be funded from the FY 2021-2022 operation funds.

RECOMMENDATION:
Approve filing a complaint with CPUC.

ATTACHMENTS:
CL_AGN_220228_CC_Item15A_LetterToFrontier_Tariff 33.pdf
Frontier Rule 33.pdf
SCE Rule 20 Tariff.pdf

Bend
(541) 382-3011
Indian Wells
(760) 568-2611
Irvine
(949) 263-2600
Los Angeles
(213) 617-8100
Ontario
(909) 989-8584

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

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(925) 977-3300
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(202) 785-0600

Jane F. Abzug
(310) 220-2170
jane.abzug@bbklaw.com

February 7, 2022

VIA EMAIL ONLY

Charles Carrathers, Esq.
FRONTIER CALIFORNIA, INC.
Vice President, Assoc. General Counsel
cc3840@ftr.com

Albert Aleman
FRONTIER CALIFORNIA, INC.
Director Construction and Engineering
albert.aleman@ftr.com

RE: City of Rolling Hills Undergrounding Project on Crest Road

Dear Mr. Carrathers:

I am writing on behalf of our client, the City of Rolling Hills ("City"), in response to Mr. Albert Aleman's October 1, 2021 email and November 10, 2021 letter in which your client, Frontier California, Inc. ("Frontier"), has taken the position that (1) Frontier's Tariff Rule 33 governing the conversion of cable communication facilities is functionally different than Southern California Edison's Tariff Rule 20A governing the conversion of electric facilities; and (2) Frontier will not pay for its share of the City's undergrounding project on Crest Road from the eastern limits of the City to Wideloop Road (the "Project") on the grounds that it does not meet the criteria outlined in Rule 33 (i.e., does not involve an unusually heavy concentration of aerial facilities, is not used extensively by the general public, and does not pass through a civic area or public recreation area or an area of unusual scenic interest to the general public). (Enclosed is a copy of Mr. Aleman's October 1, 2021 email and November 10, 2021 letter. Also enclosed is a map of the City with the approximate Project area highlighted in yellow and the underground utility district limits.)

As an initial matter, Rule 33 mirrors Rule 20, and Southern California Edison, which is leading and coordinating the construction and undergrounding schedule for the Project, has already agreed to pay its share for the Project under Rule 20A. Further, Verizon, which Frontier acquired, previously paid its share of an undergrounding project within the City on Crest Road West between Buggy Whip Drive and Possum Ridge Road, which is on the same street as the Project at issue, and under the same conditions. Frontier's refusal to pay its share now on the grounds that the

Project allegedly does not involve an unusually heavy concentration of aerial facilities, is not used extensively by the general public, and does not pass through a civic area or public recreation area or an area of unusual scenic interest to the general public—conflicts with a prior, taken position with respect to the same facilities and appears simply motivated to avoid any financial burden.

The plain language of Rule 33[1] states, "[t]he Utility will, at its expense, replace its existing aerial facilities with underground facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory, to the Utility have been obtained, without cost or condemnation, by the Utility," provided that the project meets one of the following criteria: (1) such undergrounding will avoid or eliminate an unusually heavy concentration of aerial facilities; (2) said street, or road or right-of-way is in an area extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic; or (3) said street, road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public.

- *Such undergrounding will avoid or eliminate an unusually heavy concentration of aerial facilities*

As a basis for denial, Frontier contends that "given the existing facilities on the aerial portion proposed to underground, there is not an 'unusually' heavy concentration of aerial facilities" and encloses one photo of one pole.

This Project involves undergrounding of roughly 2,000 linear feet of power line and the removal of the associated eight (8) wooden utility poles and related facilities on each pole and therefore involves the elimination of an unusually heavy concentration of aerial facilities. The prior project on Crest Road involved removal of only seven (7) poles with aerial facilities. (Enclosed with this letter is the engineer's report from the January 13, 2003 project.)

Therefore, the fact that the undergrounding will eliminate an unusually heavy concentration of aerial facilities qualifies the Project for the use of Rule 33 funds.

- *Said street, or road or right-of-way is in an area extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic*

As a basis for denial, Frontier contends that "Crest Rd [is] a private road not open to the public." Frontier misstates the criteria. The City need only show that the street is in an area extensively

[1] The criteria outlined in Rule 20A is almost identical: (1) eliminate an unusually heavy concentration of overhead lines; (2) involve a street or road with a high volume of public traffic; (3) benefit a civic or public recreation area or area of unusual interest; and (4) be listed as an arterial street or major collector as defined in the Governor's Office of Planning and Research ("OPR") Guidelines.

used by the general public. Further, Rule 33 expressly states that the "Utility will, at its expense, replace its existing aerial facilities with underground facilities . . . on public lands and private property." (Rule 33 (underline emphasis added).) Although the streets in the City of Rolling Hills are private, the California Vehicle Code expressly gives the City the authority to adopt rules and regulations by ordinance or resolution for the purpose of regulating public vehicular traffic on privately owned and maintained roads. (See California Vehicle Code Section 21107; Rolling Hills Municipal Code Section 10.01.020.) The streets within the City are used by the general public as they facilitate the movement of public vehicular traffic. There are other public facilities within the City that the public can access. Further, the street is located in an area that is extensively used by the general public. Crest Road is one of three arterial streets within the City and is one of three streets that has two points of access; members of the public routinely and constantly access the Project area through the Crest Gate and the City Hall Gate. Although the Eastfield Gate generally remains locked, it is a third point of access for members of the public in the event of an emergency, such as wildfire, which is why the City seeks to underground in the Project area. All members of the public must access either Crest Road, Portuguese Bend Road, or Crest Road East to Eastfield Drive to enter and exit the City. Therefore, Crest Road East is one of the most used streets within the City.

As another basis for denial, Frontier contends that "Crest Rd. ends approximately 600' of Eastfield Dr. with only a few driveways entering separate properties . . . [and therefore] traffic volume cannot be considered 'extensively used by the general public and carries a high volume of pedestrian or vehicular traffic.'" Again, Frontier misstates the criteria. The City need only show that the street carries a heavy volume of pedestrian or vehicular travel. As stated above, Crest Road East is one of the most used streets within the City by pedestrians and vehicles.

In conclusion, the fact that the private road is in an area extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic qualifies the Project for the use of Rule 33 funds.

- *Said street, road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public*

As a basis for denial, Frontier contends "the entire undergrounding project is within private streets not available to the public, that serve as access to very small number of residents and is rarely used for through traffic due to an unattended locked gate."

As mentioned above, members of the public routinely access the Project area through the Crest Gate and the City Hall Gate. Although the Eastfield Gate generally remains locked, it is a third point of access for members of the public in the event of an emergency, such as wildfire, which is why the City seeks to underground in the Project area. As identified on the enclosed map, the Fire

Station within the City is located on Quail Ridge between Crest Road West and Crest Road East. This is an important civic area within the City as it is a public facility that provides emergency services to the City. It is anticipated that fire trucks and other emergency responders will enter the City through the Eastfield Gate in the event of an emergency thereby passing through Crest Road East, in addition to accessing the Project area through the Crest Gate and City Hall Gate.

The City hopes that by providing you this additional factual information this matter can be resolved informally. However, should Frontier continue to refuse to pay its share of undergrounding for the Project, the City will move forward with initiating a complaint with the California Public Utilities Commission.

Please respond to this letter by February 16, 2022 to confirm that Frontier intends to pay its share of the undergrounding Project.

Sincerely,

Jane F. Abzug
for BEST BEST & KRIEGER LLP

CC: Elaine Jeng, City Manager (via email only: ejeng@cityofrh.net)
Ashford Ball, Senior Management Analyst (via email only: aball@cityofrh.net)
Michael Jenkins, Esq. (via email only: Michael.Jenkins@bbklaw.com)

From: Aleman, Alberto <Alberto.Aleman@ftr.com>
Sent: Friday, October 1, 2021 10:55 AM
To: Ashford Ball <aball@cityofrh.net>
Cc: Meredith Elguira <melguira@cityofrh.net>; Elaine Jeng <ejeng@cityofrh.net>; Hayes, Dan <dan.hayes@ftr.com>; McDonald, Stephen <mcdonald.stephen@ftr.com>; asia.powell@cpuc.ca.gov; Aleman, Alberto <Alberto.Aleman@ftr.com>
Subject: RE: Utilities Undergrounding Assessment District Rolling Hills, CA

A.1.a(1)(a) – given the existing facilities on the aerial portion proposed to underground, there is not an "unusually" heavy concentration of aerial facilities.



A.1.a(1)(b) - The limits of the undergrounding on Crest Rd within a private road not open to the public. Also Crest Rd. ends approximately 600' East of Eastfield Dr. with only a few driveways entering separate properties. Reasonably, traffic volume cannot be considered "*extensively used by the general public and carries a high volume of pedestrian or vehicular traffic*".

A.1.a(1)(c) – This segment of Crest Rd does not pass "*through a civic area or public recreation area or an area of unusual scenic interest to the general public".*

The entire undergrounding project is within private streets not available to the public, that serve as access to very small number of residents and is rarely used for through traffic due to an unattended locked gate.

Additionally Rule 20A is a Southern California Edison Tariff which may or may not have the same requirements/provisions as Frontier's Rule 33. I'm not familiar with the previous project you refer to but it should have been approached with the intent of complying with the tariff in place when that project was completed.

Kind Regards,

Albert Aleman | Director Engineering

O 805.388.2219 | M 805.889.2421 | albert.aleman@ftr.com

Frontier

http://www.frontier.com

From: Ashford Ball <aball@cityofrh.net>
Sent: Wednesday, September 29, 2021 12:58 PM
To: Aleman, Alberto <Alberto.Aleman@ftr.com>
Cc: Meredith Elguira <melguira@cityofrh.net>; Elaine Jeng <ejeng@cityofrh.net>; Hayes, Dan <dan.hayes@ftr.com>; McDonald, Stephen <mcdonald.stephen@ftr.com>; asia.powell@cpuc.ca.gov
Subject: RE: Utilities Undergrounding Assessment District Rolling Hills, CA

Hello Alberto,

I read through Rule 33, I am not sure I understand why we don't meet the requirements? The project seems to meet the standards that are set in the document A.1.a. section 1a, 1b, and 1c . Can you please elaborate why we did not meet the requirements?

Also to re-iterate what we discussed over the phone. Our City has done a previous project on the same street in which your company provided services at its own expense due to meeting the Rule 20A requirements how is this different than that one?

Ashford Ball
Senior Management Analyst

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

Phone: 310.377.1521 | Fax: 310.377.7288
E: aball@cityofrh.net

From: Aleman, Alberto <Alberto.Aleman@ftr.com>
Sent: Wednesday, September 29, 2021 12:14 PM
To: Ashford Ball <aball@cityofrh.net>
Cc: Meredith Elguira <melguira@cityofrh.net>; Elaine Jeng <ejeng@cityofrh.net>; Hayes, Dan <dan.hayes@ftr.com>; McDonald, Stephen <mcdonald.stephen@ftr.com>; asia.powell@cpuc.ca.gov; Aleman, Alberto <Alberto.Aleman@ftr.com>
Subject: RE: Utilities Undergrounding Assessment District Rolling Hills, CA

Ashford, as we discussed the proposed undergrounding does not meet the criteria outlined Frontier's Tariff, Rule 33, *Facilities to Provide Replacement of Aerial with Underground Facilities*. Specifically A.1. a. Please see the attached.

Frontier is willing to participate contingent upon the City reimbursing the cost to underground its aerial facilities.

Kind Regards,

Albert Aleman | Director Engineering

O 805.388.2219 | M 805.889.2421 | albert.aleman@ftr.com



http://www.frontier.com

From: Ashford Ball <aball@cityofrh.net>
Sent: Monday, September 20, 2021 12:21 PM
To: Hayes, Dan <dan.hayes@ftr.com>; McDonald, Stephen <mcdonald.stephen@ftr.com>; Aleman, Alberto <Alberto.Aleman@ftr.com>; asia.powell@cpuc.ca.gov
Cc: Meredith Elguira <melguira@cityofrh.net>; Elaine Jeng <ejeng@cityofrh.net>
Subject: RE: Utilities Undergrounding Assessment District Rolling Hills, CA
Importance: High

Hello Dan, Albert, and Asia

Would someone be able to correspond regarding the project. Please see the many emails I have attempted to follow-up below.

Thanks,

Ashford Ball
Senior Management Analyst

City of Rolling Hills – City Hall
2 Portuguese Bend Road, Rolling Hills CA 90274
Phone: 310.377.1521 | Fax: 310.377.7288
E: aball@cityofrh.net

From: Ashford Ball
Sent: Wednesday, August 25, 2021 11:50 AM
To: Hayes, Dan <dan.hayes@ftr.com>; McDonald, Stephen <mcdonald.stephen@ftr.com>; Aleman, Alberto <Alberto.Aleman@ftr.com>
Cc: Meredith Elguira <melguira@cityofrh.net>; Elaine Jeng <ejeng@cityofrh.net>
Subject: RE: Utilities Undergrounding Assessment District Rolling Hills, CA
Importance: High

Hello, Dan, Steve, and Albert

We are still attempting to get a response regarding this.

Thank you,

Ashford Ball
Senior Management Analyst

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

Phone: 310.377.1521 | Fax: 310.377.7288
E: aball@cityofrh.net

From: Ashford Ball
Sent: Tuesday, August 10, 2021 4:08 PM
To: Hayes, Dan <dan.hayes@ftr.com>; McDonald, Stephen <mcdonald.stephen@ftr.com>; Aleman, Alberto <Alberto.Aleman@ftr.com>
Cc: Meredith Elguira <melguira@cityofrh.net>; Elaine Jeng <ejeng@cityofrh.net>
Subject: RE: Utilities Undergrounding Assessment District Rolling Hills, CA

Hello All,

Again, attempting to follow-up regarding this. Please if you could provide correspondence as soon as possible. The project is moving, and we are nearing toward SCE developing the pre-liminary design. Therefore, we need this confirmation as soon as possible..

Thanks,

From: Hayes, Dan <dan.hayes@ftr.com>
Sent: Friday, July 23, 2021 10:49 AM
To: Ashford Ball <aball@cityofrh.net>; McDonald, Stephen <mcdonald.stephen@ftr.com>; Aleman, Alberto <Alberto.Aleman@ftr.com>
Cc: Meredith Elguira <melguira@cityofrh.net>; Elaine Jeng <ejeng@cityofrh.net>
Subject: RE: Utilities Undergrounding Assessment District Rolling Hills, CA

Steve/Albert,

Can you make a decision as to weather Frontier will pay for this project which is located in a gated (private) community. A decision is desperately needed.

Thx

From: Ashford Ball <aball@cityofrh.net>
Sent: Wednesday, July 07, 2021 6:31 PM
To: Hayes, Dan <dan.hayes@ftr.com>
Cc: Meredith Elguira <melguira@cityofrh.net>; Elaine Jeng <ejeng@cityofrh.net>
Subject: Utilities Undergrounding Assessment District Rolling Hills, CA

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Hello Dan,

I have attempted to reach out to you on multiple occasions in an effort to understand your participation in this project and if it still remained. SCE Robert Ciccarelli and Cox Rey Castro as well as Michael Moats from Crown Castle have all confirmed their contribution to pay due to the Rule 20A.

With no response for such a long period of time we now would be assuming you all are also paying for your part in the project as well due to the Rule 20A. Please respond to confirm. I hope you are safe and are doing well.

Thank you,

Ashford Ball
Senior Management Analyst

City of Rolling Hills – City Hall
2 Portuguese Bend Road, Rolling Hills CA 90274
Phone: 310.377.1521 | Fax: 310.377.7288
E: aball@cityofrh.net

This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.

RECEIVED
NOV 15 2021
City of Rolling Hills
By _____

Frontier COMMUNICATIONS
FRONTIER CALIFORNIA INC.
Engineering Department
201 Flynn Road
Camarillo, CA 93012
(805) 388-2219
Albert.Aleman@FTR.COM

November 10, 2021

In reply refer to:

City of Rolling Hills-City Hall
2 Portuguese Bend Road
Attention: Ashford Ball
Rolling Hills, CA 90274

SUBJECT: Tariff Rule 33

Ashford:

Upon review of Frontier's tariff, Frontier is not obligated to participate or pay for undergrounding its aerial facilities on Crest Rd, since it does not meet the criteria outlined in Frontier's Tariff Rule 33, Facilities to Provide Replacement of Aerial with Underground Facilities, specifically A.1.a (a, b, & c). The aerial facilities within the proposed Undergrounding District of Crest Road does not involve an unusually heavy concentration of aerial facilities, is not used extensively by the general public and does not pass through a civic area or public recreation area or an area of unusual scenic interest to the general public. For those reasons Frontier is not willing to participate in the proposed undergrounding at our cost.

Enclosed please find a copy of Frontier's Tariff Rule 33.

Please contact me at 805 388-2219 if you have any questions or would like to discuss further.

Kind Regards,

Albert Aleman,
Director Engineering

RECEIVED
NOV 15 2021
City of Rolling Hills
By

RULE NO. 33

FACILITIES TO PROVIDE REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES

A. REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES

1. In Areas Affected by general Public Interest.

The Utility will, at its expense, replace its existing aerial facilities with underground facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory, to the Utility have been obtained, or may be obtained without cost or condemnation, by the Utility, provided that:

a. The governing body of the city or county in which such facilities are located has

(1) Determined, after consultation with the Utility and after holding public hearings on the subject, that undergrounding is in the general public interest in a specified area for one or more of the following reasons:

(a) Such undergrounding will avoid or eliminate an unusually heavy concentration of aerial facilities;

(b) Said street, or road or right-of-way is In an area extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic;

(c) Said street, road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public.

(2) Adopted an ordinance creating an underground district in the area requiring, among other things,

(a) That all existing and future electric and communication distribution facilities will be placed underground, and

(b) That each property owner will provide and maintain the underground supporting structure needed on his property to furnish service to him from the underground facilities of the Utility when such are available, except as provided in Paragraph A.1.b. below.

b. Upon request of the governing body, The Utility will pay for the installation of no more than 100 feet of each customer's underground service connection facility occasioned by the undergrounding. The governing body may establish a smaller footage allowance or may limit the amount of money to be expended on consumer services in a particular project. The Utility will pay for the installation of each customer's underground service connection facility at the time and only to the extent that the electric utility pays for the customer's underground electric service lateral.

c. The Utility will replace its aerial facilities at the time and only to the extent that the overhead electric distribution facilities are replaced.

RECEIVED
NOV 15 2021
City of Rolling Hills
By

RULE NO. 33

FACILITIES TO PROVIDE REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES
(Continued)

A. REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES (Continued)

2. At the Request of Governmental Agencies or Groups of Applicants

In circumstances other than those covered by 1. above, the Utility will replace its aerial facilities located in a specified area with underground facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to the Utility have been obtained, or may be obtained without cost or condemnation, by the Utility upon request by a responsible party representing a governmental agency or group of applicants where all of the following conditions are met:

a. All property owners served by the aerial facilities to be replaced within a specific area designated by the governmental agency or group of applicants first agree in writing, or are required by suitable legislation, to pay the cost or to provide and to transfer ownership to the Utility, of the underground supporting structure along the public way and other utility rights-of-way in the area, and

b. All property owners in the area are required by ordinance or other legislation, or all agree in writing, to provide and maintain the underground supporting structure on their property, and

c. The area to be undergrounded includes both sides of a street for at least one block, and

d. Arrangements are made for the concurrent removal of all electric and communication aerial distribution facilities in the area.

3. At the Request of Individual Applicants

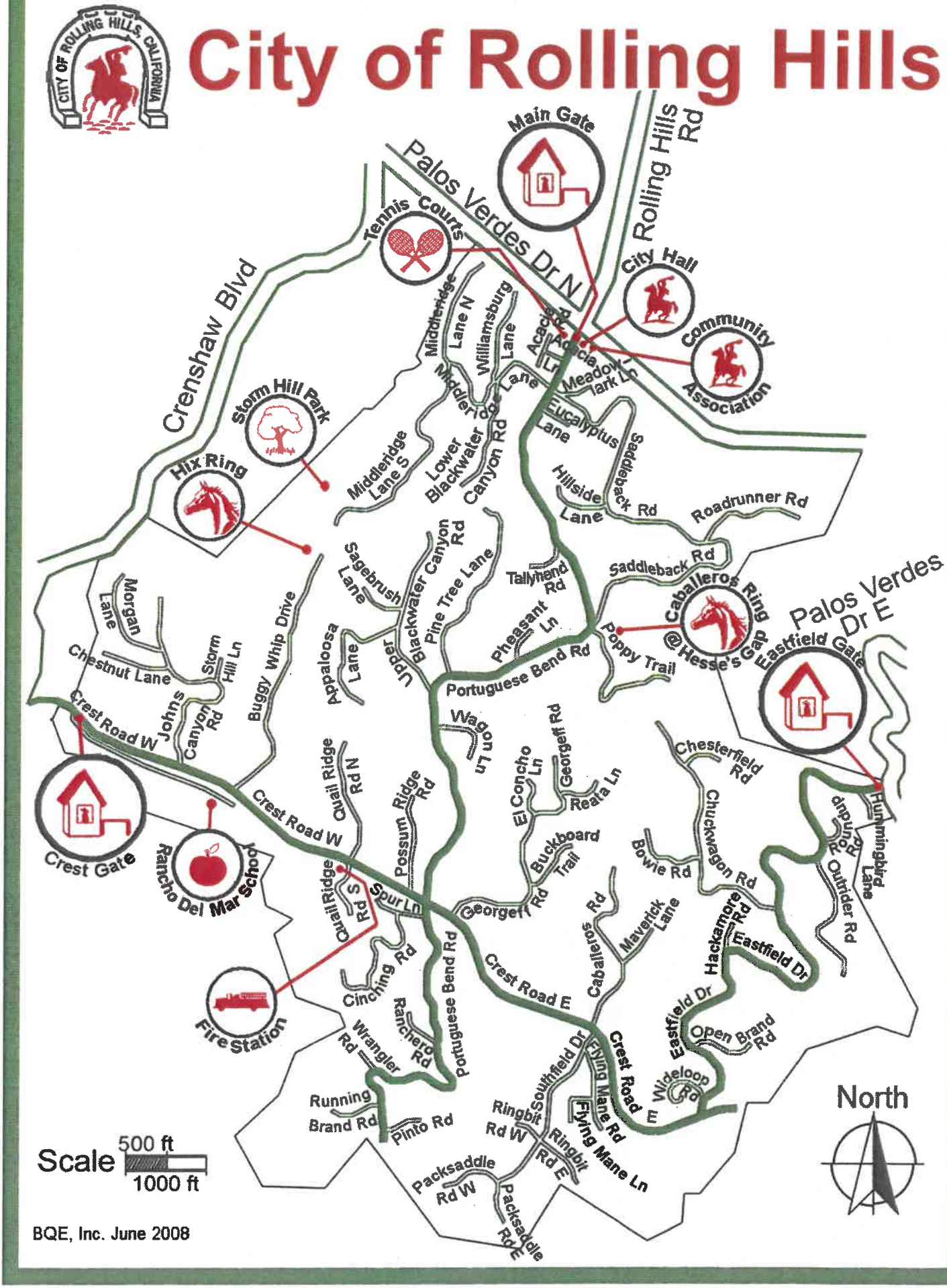
In circumstances other than those covered by 1. or 2. above, where mutually agreed upon by the Utility and an applicant. aerial facilities may be replaced with underground facilities, provided the applicant requesting the change pays, in advance, a nonrefundable sum equal to the estimated cost of construction less the estimated net salvage value of the replaced aerial facilities.#

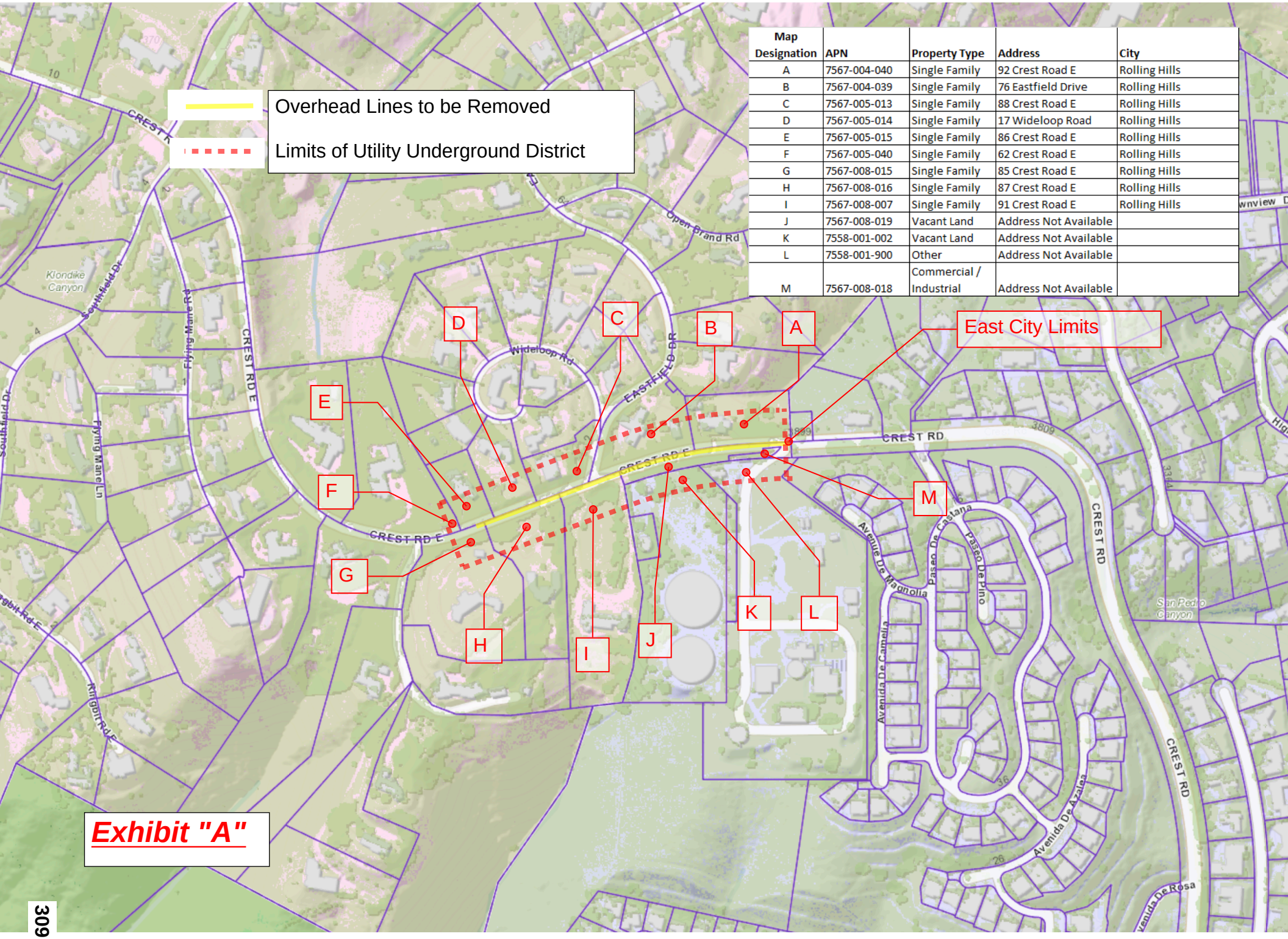
4. At Utility Initiative

The utility may, from time to time, replace sections of its aerial facilities with underground facilities at Utility expense for structural design considerations or its operating convenience.

Includes Income Tax Component as listed in Rule No. 2 Schedule No. D&R (Definitions & Rules).

City of Rolling Hills





Map Designation	APN	Property Type	Address	City
A	7567-004-040	Single Family	92 Crest Road E	Rolling Hills
B	7567-004-039	Single Family	76 Eastfield Drive	Rolling Hills
C	7567-005-013	Single Family	88 Crest Road E	Rolling Hills
D	7567-005-014	Single Family	17 Wideloop Road	Rolling Hills
E	7567-005-015	Single Family	86 Crest Road E	Rolling Hills
F	7567-005-040	Single Family	62 Crest Road E	Rolling Hills
G	7567-008-015	Single Family	85 Crest Road E	Rolling Hills
H	7567-008-016	Single Family	87 Crest Road E	Rolling Hills
I	7567-008-007	Single Family	91 Crest Road E	Rolling Hills
J	7567-008-019	Vacant Land	Address Not Available	
K	7558-001-002	Vacant Land	Address Not Available	
L	7558-001-900	Other	Address Not Available	
M	7567-008-018	Commercial / Industrial	Address Not Available	

CITY OF ROLLING HILLS
ENGINEER'S REPORT
RULE 20A UNDERGROUND UTILITY DISTRICT
NO. 2002-1A

JANUARY 2, 2003

MuniFinancial

Corporate Office

27368 Via Industria
Suite 110
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ENGINEER'S REPORT
RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A
CITY OF ROLLING HILLS

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ENGINEER'S REPORT
RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A
CITY OF ROLLING HILLS

CERTIFICATIONS

The undersigned respectfully submits the enclosed report as directed by the City Council.

Date: 1/3, 2003.

REGISTERED PROFESSIONAL ENGINEER
RICHARD KOPECKY
NO. 16742
EXP. 6.30.05
CIVIL
STATE OF CALIFORNIA

Richard Kopecky
Designated City Engineer for the District

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Boundary Map thereto attached, was filed with me on the third day of January, 2003.

Clerk of the City Council,
City of Rolling Hills, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Boundary Map thereto attached, was approved and confirmed by the City Council for the City of Rolling Hills, California, on the _____ day of _____, 2003.

Clerk of the City Council,
City of Rolling Hills, California

ENGINEER'S REPORT
RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A
CITY OF ROLLING HILLS

The designated City Engineer of work for City of Rolling Hills Rule 20A Underground Utility District No. 2002-1A (the "Improvement District"), writes this report, as prescribed by the City Council of the City of Rolling Hills in accordance with the Resolution of Intention, Resolution No._____, and pursuant to the provisions of Section 15.32 of the Rolling Hills Municipal Code.

This proposed District is being established to remove existing overhead utilities along a portion of Crest Road West, which is an area of unusual scenic interest to the citizens and visitors to the City of Rolling Hills.

The improvements, which are the subject of this report, are briefly described as follows:

GENERAL DESCRIPTION OF CITY OF ROLLING HIILLS RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A

City of Rolling Hills Rule 20A Underground Utility District generally includes most of four parcels on the South Side of Crest Road West and two entire parcels and portions of three others located on the North side of Crest Road West between Buggy Whip Drive and Possum Ridge Road. Eight of these properties contain single-family residential homes and one is a municipal property that contains a fire station.

DESCRIPTION OF WORK

The following is a description of the planned improvements for the entire district.

A. Undergrounding of Overhead Utility Lines

The undergrounding of eight overhead utility lines along Crest Road West including trenching and backfilling, installing the new utility vaults needed to receive the conduits and transformers, laying the conduit lines into the trenches, switching service to the underground system and removing seven of the existing overhead poles and lines. The remaining pole will be relocated approximately 300 feet down the hillside on the South side of Crest Road West outside of the underground utility district boundary.

The poles that will be removed and/or relocated support electrical, telephone and cable television services. Southern California Edison owns three of the poles and Verizon owns the other three. Cox Communications has infrastructure on five of the six poles. All three companies have been notified and are in support of the district improvements. Verizon has indicated to City staff that once the underground utility district is established, that they will remove their poles and underground the lines at the same time that Southern California Edison undergrounds its (poles) system.

Under the Public Utility Commission Rules (Rule 20-A), Southern California Edison collects money through rates for undergrounding overhead utilities. SCE has indicated that this project is eligible for the use of Rule-20A funds. The project will also require one property owner to convert their electric service panel to an underground panel. Rule 20-A funds will also be used to pay for this cost.

TIME REQUIRED TO COMPLETE

Each of the utility companies providing overhead service in the District have been contacted to determine the time necessary to complete the undergrounding of their facilities, conversion of any on-site services and removal of existing wires and poles. It has been concluded that June 30, 2004 shall be the date when all proposed work of the District shall be completed.

PROPOSITION 218

Proposition 218, the Right to Vote on Taxes Act, which added Article XIIIC and XIIID to the California Constitution provides procedures for the imposition of new or increased taxes, assessments and property related fees or charges. This proposed District will be funded entirely by the affected utilities and the City; therefore, there will be no assessments, taxes or property related fees or charges imposed on any properties within this District. The Right to Vote on Taxes Act is not applicable when no assessments, taxes or property related fees or taxes are imposed.

This report includes the following attached exhibits:

EXHIBIT A - An estimate of the cost of the improvement.

EXHIBIT B – An Assessment Roll, showing each parcel of real property within this City of Rolling Hills Rule 20A Underground Utility District. Each parcel is described by Assessor's Parcel Number or other designation. Each parcel is also assigned a number for the purposes of this proceeding.

EXHIBIT C - A diagram that displays the boundary of the Rule 20A Underground Utility District and the parcels of real property that are affected by the district. The diagram corresponds and is keyed to Exhibit B by the number.

ENGINEER'S REPORT
RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A
CITY OF ROLLING HILLS

EXHIBIT A - COST ESTIMATE

RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A
CITY OF ROLLING HILLS

Exhibit A - Cost Estimate

	Cost
Engineering Design & Construction Costs	
Southern California Edison Costs	
Underground three (3) poles including: trenching and backfilling, installation of sub structures, installation of underground electrical facilities, installation of riser poles, removal of existing poles and panel conversions	$115,000.00
Verizon Costs	
Undergrounding three (3) poles including the aerial plant	$55,000.00
Cox Communications Costs	
Removal of Cox facilities from five (5) poles	$14,146.17
Undergrounding of services on private property	$0.00
Total Construction Costs	**$184,146.17**
General Incidentals	
Assessment Engineer	$6,100.00
Total General Incidental Costs	**$6,100.00**
Total Project Cost	**$190,246.17**
Contributions	
Southern California Edison Rolling Hills Rule 20-A Funds	($115,000.00)
Verizon	($55,000.00)
Cox Communications	($14,146.17)
City of Rolling Hills	($6,100.00)
Total Contributions	**($190,246.17)**
Total Cost Remaining	**$0.00**

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ENGINEER'S REPORT
RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A
CITY OF ROLLING HILLS

EXHIBIT B- ASSESSMENT ROLL

A list of the subdivided parcels of land within the City of Rolling Hills Rule 20A Underground Utility District is set forth upon the following Assessment Roll filed with and made part of this Report.

The Assessment Roll includes the assessor's parcel numbers, property owner names and assessment amounts within this City of Rolling Hills Rule 20A Underground Utility District. Each parcel is given a number.

RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A
CITY OF ROLLING HILLS

Exhibit B - Assessment Roll

Assessment ID	Assessor's Parcel Number	Owner Name	Assessment Amount
1	7567-017-020	Price Carl F & Family Trust	$0.00
2	7567-017-900	LA County Consolidated Fire Pro Dist	0.00
3	7569-022-004	Cathy A Nichols 2001 Trust	0.00
4	7569-022-005	Robert & Julie Nagelhout & Family Trust	0.00
5	7569-025-001	Roseannne Barr	0.00
6	7569-025-002	Richard & Sophia Henke Trust	0.00
7	7569-025-003	Hooshang and Maryam Pak	0.00
8	7569-009-010	Intex Property Corp	0.00
9	7569-009-007	John H. & Maureen D. Nunn & Family Trust	0.00
		Total	$0.00

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ENGINEER'S REPORT
RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A
CITY OF ROLLING HILLS

EXHIBIT C - BOUNDARY MAP

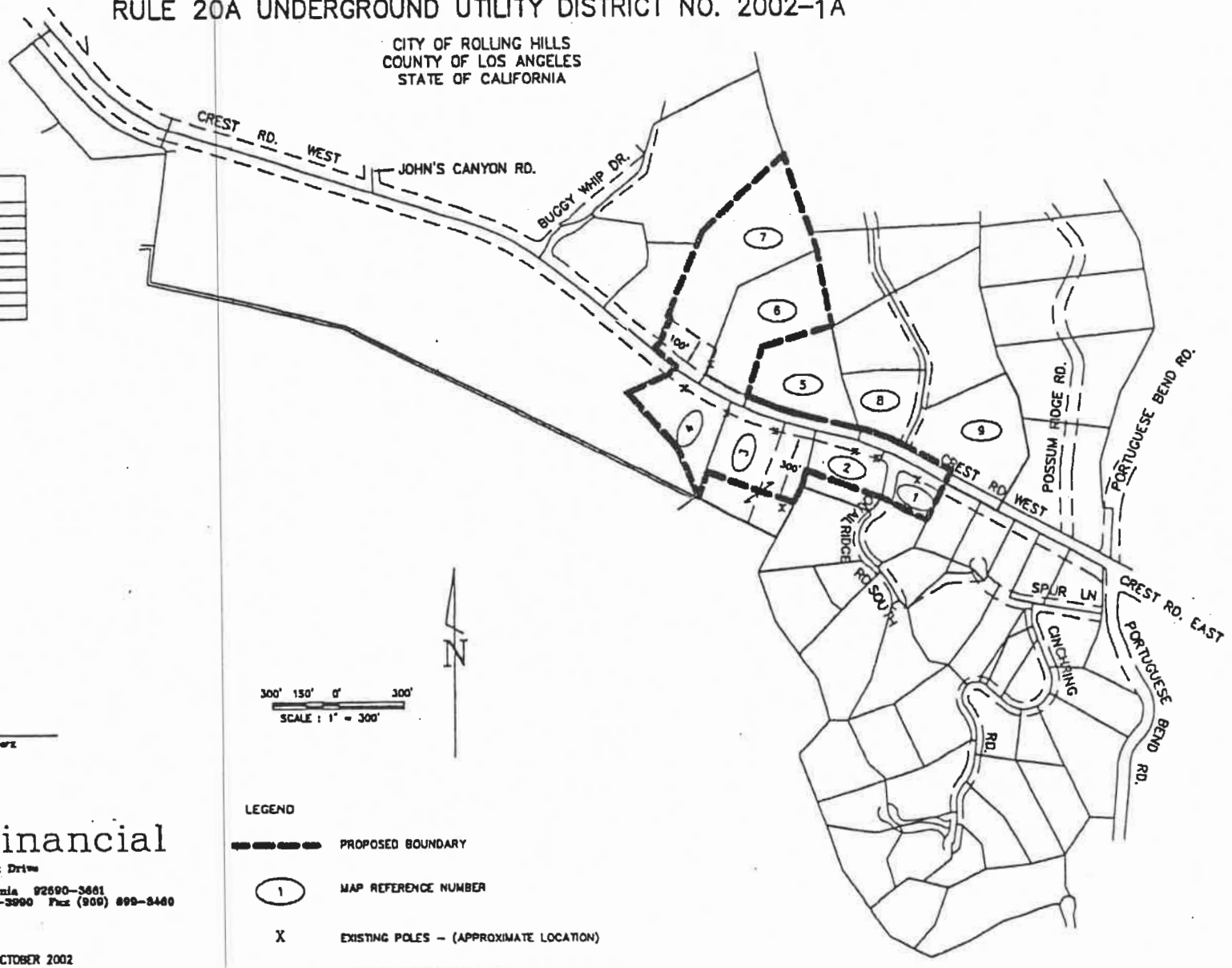
A Diagram showing the City of Rolling Hills Rule 20A Underground Utility District, the boundaries, and the dimensions of the subdivisions of land within the City of Rolling Hills Rule 20A Underground Utility District as they existed at the time of the passage of the Resolution of Intention is filed with and made a part of this Report. Each of the subdivisions of land, parcels, or lots will be given a separate number on the Boundary Map, which corresponds with the number shown on the Assessment Roll (Exhibit B).

The Boundary Map in a reduced-scale format follows.

PROPOSED BOUNDARY
CITY OF ROLLING HILLS
RULE 20A UNDERGROUND UTILITY DISTRICT NO. 2002-1A

CITY OF ROLLING HILLS
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	7567-017-020
2	7567-017-900
3	7569-022-004
4	7569-022-005
5	7569-023-001
6	7569-025-002
7	7569-025-003
8	7569-009-010
9	7569-009-007



LEGEND

PROPOSED BOUNDARY

(1) MAP REFERENCE NUMBER

X EXISTING POLES – (APPROXIMATE LOCATION)

Christopher R. Wuerz
R.C.E. #50356

MuniFinancial
28765 Single Oak Drive
Suite 200
Temecula, California 92590-3661
Phone (909) 699-3990 Fax (909) 699-3460

(02-006) OCTOBER 2002

RULE NO. 33

FACILITIES TO PROVIDE REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES

A. REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES

1. In Areas Affected by general Public Interest.

The Utility will, at its expense, replace its existing aerial facilities with underground facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory, to the Utility have been obtained, or may be obtained without cost or condemnation, by the Utility, provided that:

a. The governing body of the city or county in which such facilities are located has

(1) Determined, after consultation with the Utility and after holding public hearings on the subject, that undergrounding is in the general public interest in a specified area for one or more of the following reasons:

(a) Such undergrounding will avoid or eliminate an unusually heavy concentration of aerial facilities;

(b) Said street, or road or right-of-way is In an area extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic;

(c) Said street, road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public.

(2) Adopted an ordinance creating an underground district in the area requiring, among other things,

(a) That all existing and future electric and communication distribution facilities will be placed underground, and

(b) That each property owner will provide and maintain the underground supporting structure needed on his property to furnish service to him from the underground facilities of the Utility when such are available, except as provided in Paragraph A.1.b. below.

b. Upon request of the governing body, The Utility will pay for the installation of no more than 100 feet of each customer's underground service connection facility occasioned by the undergrounding. The governing body may establish a smaller footage allowance or may limit the amount of money to be expended on consumer services in a particular project. The Utility will pay for the installation of each customer's underground service connection facility at the time and only to the extent that the electric utility pays for the customer's underground electric service lateral.

c. The Utility will replace its aerial facilities at the time and only to the extent that the overhead electric distribution facilities are replaced.

RULE NO. 33

FACILITIES TO PROVIDE REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES
(Continued)

A. REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES (Continued)

2. At the Request of Governmental Agencies or Groups of Applicants

In circumstances other than those covered by 1. above, the Utility will replace its aerial facilities located in a specified area with underground facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to the Utility have been obtained, or may be obtained without cost or condemnation, by the Utility upon request by a responsible party representing a governmental agency or group of applicants where all of the following conditions are met:

a. All property owners served by the aerial facilities to be replaced within a specific area designated by the governmental agency or group of applicants first agree in writing, or are required by suitable legislation, to pay the cost or to provide and to transfer ownership to the Utility, of the underground supporting structure along the public way and other utility rights-of-way in the area, and

b. All property owners in the area are required by ordinance or other legislation, or all agree in writing, to provide and maintain the underground supporting structure on their property, and

c. The area to be undergrounded includes both sides of a street for at least one block, and

d. Arrangements are made for the concurrent removal of all electric and communication aerial distribution facilities in the area.

3. At the Request of Individual Applicants

In circumstances other than those covered by 1. or 2. above, where mutually agreed upon by the Utility and an applicant. aerial facilities may be replaced with underground facilities, provided the applicant requesting the change pays, in advance, a nonrefundable sum equal to the estimated cost of construction less the estimated net salvage value of the replaced aerial facilities.#

4. At Utility Initiative

The utility may, from time to time, replace sections of its aerial facilities with underground facilities at Utility expense for structural design considerations or its operating convenience.

Includes Income Tax Component as listed in Rule No. 2 Schedule No. D&R (Definitions & Rules).

Rule 20 Sheet 1

REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

A. SCE will, at its expense, replace its existing overhead electric facilities with underground electric facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to SCE have been obtained by SCE, provided that:

1. The governing body of the city or county in which such electric facilities are and will be located has:

a. Determined, after consultation with SCE and after holding public hearings on the subject, that such undergrounding is in the general public interest for one or more of the following reasons:

(1) Such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities;

(2) The street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic; (T)

(3) The street or road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public; or (T)

(4) The street or road or right-of-way is considered an arterial street or major collector road, as defined in the Governor's Office of Planning and Research General Plan Guidelines. (N) | (N)

b. Adopted an ordinance creating an underground district in the area in which both the existing and new facilities are and will be located requiring, among other things, (1) that all existing overhead communication and electric distribution facilities in such district shall be removed, (2) that each property served from such electric overhead facilities shall have installed in accordance with SCE's rules for underground service, all electrical facility changes on the premises necessary to receive service from the underground facilities of SCE as soon as it is available, and (3) authorizing SCE to discontinue its overhead service.

(Continued)

(Continued)

A. (Continued)

2. SCE's total annual budgeted amount for undergrounding within any city or the unincorporated area of any county shall be allocated as follows:

a. The amount allocated to each city and county in 1990 shall be the highest of:

1. The amount allocated to the city or county in 1989, which amount shall be allocated in the same ratio that the number of overhead meters in such city or unincorporated area of any county bears to the total system overhead meters; or

2. The amount the city or county would receive if SCE's total annual budgeted amount for undergrounding provided in 1989 were allocated in the same ratio that the number of overhead meters in each city or the unincorporated area of each county bears to the total system overhead meters based on the latest count of overhead meters available prior to establishing the 1990 allocations; or

3. The amount the city or county would receive if SCE's total annual budgeted amount for undergrounding provided in 1989 were allocated as follows:

a. Fifty percent of the budgeted amount allocated in the same ratio that the number of overhead meters in any city or the unincorporated area of any county bears to the total system overhead meters; and

b. Fifty percent of the budgeted amount allocated in the same ratio that the total number of meters in any city or the unincorporated area of any county bears to the total system meters.

(Continued)

REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

(Continued)

A. (Continued)

2. (Continued)

b. Except as provided in Section 2.c., the amount allocated for undergrounding within any city or the unincorporated area of any county in 1991 and later years shall use the amount actually allocated to the city or county in 1990 as the base, and any changes from the 1990 level in SCE's total annual budgeted amount for undergrounding shall be allocated to individual cities and counties as follows:

1. Fifty percent of the change from the 1990 total budgeted amount shall be allocated in the same ratio that the number of overhead meters in any city or unincorporated area of any county bears to the total system overhead meters.

2. Fifty percent of the change from the 1990 total budgeted amount shall be allocated in the same ratio that the total number of meters in any city of the unincorporated area of any county bears to the total system meters.

c. When a city incorporates, resulting in a transfer of utility meters from the unincorporated area of a county to the city, there shall be a permanent transfer of a prorata portion of the county's 1990 allocation base referred to in Section 2.b. to the city. The amount transferred shall be determined:

1. Fifty percent based on the ratio that the number of overhead meters in the city bears to the total system overhead meters; and

2. Fifty percent based on the ratio that the total number of meters in the city bears to the total system meters.

When territory is annexed to an existing city, it shall be the responsibility of the city and county affected, in consultation with SCE serving the territory, to agree upon an amount of the 1990 allocation base that will be transferred from the county to the city, and thereafter to jointly notify SCE in writing.

(Continued)

Rule 20 Sheet 4
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

(Continued)

A. (Continued)

2. (Continued)

d. However, Section 2.a, b, and c, shall not apply to any utility where the total amount available for allocation under Rule 20-A is equal to or greater than 1.5 times the previous year's statewide average on a per customer basis. In such cases, SCE's total annual budgeted amount for undergrounding within any city or the unincorporated area of any county shall be allocated in the same ratio that the number of overhead meters in the city or unincorporated area of any county bears to the total system overhead meters.

e. Upon request by a city or county, the amounts allocated may be exceeded for each city or county by an amount up to a maximum of five years' allocation at then-current levels where SCE establishes that participation on a project is warranted and resources are available. Such allocated amount may be carried over for a reasonable period of time in communities with active undergrounding programs. In order to qualify as a community with an active undergrounding program, the governing body must have adopted an ordinance or ordinances creating an underground district and/or districts as set forth in Section A.1.b. of this Rule. Where there is a carry-over or additional requested participation as discussed above, SCE has the right to set, as determined by its capability, reasonable limits on the rate of performance of the work to be financed by the funds carried over. When amounts are not expended or carried over for the community to which they are initially allocated, they shall be assigned when additional participation on a project is warranted or be reallocated to communities with active undergrounding programs. (C) | | (C) (C) (C)

(Continued)

Rule 20 Sheet 5
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

(Continued)

A. (Continued)

3. The undergrounding extends for a minimum distance of one block or 600 feet, whichever is the lesser.

Upon request of the governing body, SCE will pay from the existing allocation of that entity for:

a. The installation of no more than 100 feet of each customer's underground electric service lateral occasioned by the undergrounding, and/or

b. The conversion of a customer's meter panel to accept underground service occasioned by the undergrounding, excluding permit fees.

SCE or the governing body may establish a lesser allowance, or may otherwise limit the amount of money to be expended on a single customer's electric service, or the total amount to be expended on all electric service installations in a particular project.

B. In circumstances other than those covered by A above, SCE will replace its existing overhead electric facilities with underground electric facilities along public streets and roads or other locations mutually agreed upon when requested by an applicant or applicants when all of the following conditions are met:

1. a. All property owners served from the overhead facilities to be removed first agree in writing to have the wiring changes made on their premises so that service may be furnished from the underground distribution system in accordance with SCE's rules and that SCE may discontinue its overhead service upon completion of the underground facilities, or

b. Suitable legislation is in effect requiring such necessary wiring changes to be made and authorizing SCE to discontinue its overhead service.

(Continued)

Rule 20 Sheet 6
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

(Continued)

B. (Continued)

2. The applicant has:

a. Furnished and installed the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, pole bases and performed other work related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving required in connection with the installation of the underground system, all in accordance with SCE's specifications, or, in lieu thereof, paid SCE to do so;

b. Transferred ownership of such facilities, in good condition, to SCE; and

c. Paid a nonrefundable sum equal to the excess, if any, of the estimated costs, including transformers, meters, and services, of completing the underground system and building a new equivalent overhead system. The cost of removal of the overhead poles, lines, and facilities are the responsibility of SCE and will be paid by SCE. Such payments shall not operate to reduce Rule 20.A allocations.

3. The area to be undergrounded includes both sides of a street for at least one block or 600 feet, whichever is the lesser, and all existing overhead communication and electric distribution facilities within the area will be removed.

(N)

4. SCE may, when requested and authorized by the city or county and mutually agreed upon by such government entity and SCE, initially fund any required engineering/design costs for conversion projects under this section. In the event such a project proceeds, the requesting city or county shall reimburse SCE for such engineering/design costs before SCE shall be required to commence further work on the project. In the event the project is not approved to proceed within two and one-half years of SCE's delivery of such engineering/design study, the requesting city or county shall reimburse SCE for its costs of such engineering/design study within 90 days of a demand by SCE. In the event a city or county does not reimburse SCE within 90 days of its demand for reimbursement, SCE shall be permitted to expense such costs as an operational cost and shall reduce the city or county's allocations provided under Section A of this Schedule by the like amount. (N)

C. In circumstances other than those covered by A or B above, when mutually agreed upon by SCE and an applicant, overhead electric facilities may be replaced with underground electric facilities, provided the applicant requesting the change pays, in advance, a non-refundable sum equal to the estimated cost of the underground facilities less the estimated net salvage value and depreciation of the replaced overhead facilities. Underground services will be installed and maintained as provided in SCE's rules applicable thereto.

D. The term "underground electric system" means an electric system with all wires installed underground, except those wires in surface mounted equipment enclosures.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 02/28/2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR
GOVERNMENT CODE SECTION 54957.6

CITY'S DESIGNATED REPRESENTATIVE: MAYOR BEA DIERINGER
UNREPRESENTED EMPLOYEE: CITY MANAGER ELAINE JENG

DATE: February 28, 2022

BACKGROUND:
None

DISCUSSION:
None

FISCAL IMPACT:
None

RECOMMENDATION:
None.

ATTACHMENTS: