City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, October 23, 2023** | **7:00 PM**

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

Members of the public may submit written comments in real-time by emailing the City Clerk's office at cityclerk@cityofrh.net. Your comments will become part of the official meeting record. You must provide your full name, but please do not provide any other personal information that you do not want to be published.

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

Next Resolution No. 1351 *Next Ordinance No. 384*

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

5. APPROVE ORDER OF THE AGENDA

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

8. CONSENT CALENDAR

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

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF OCTOBER 23, 2023

RECOMMENDATION: Approve.
CL_AGN_231023_CC_AffidavitofPosting.pdf

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

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: SEPTEMBER 25, 2023 REGULAR MEETING
RECOMMENDATION: Approve as presented.
CL_MIN_230925_CC_F.pdf

8.D. PAYMENT OF BILLS
RECOMMENDATION: Approve as presented.
CL_AGN_231009_CC_PaymentOfBills.pdf
CL_AGN_231023_CC_PaymentOfBills.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

10.A. CONSIDERATION TO RECEIVE AND FILE RESOLUTION NO. 2023-11 FROM THE PLANNING COMMISSION GRANTING APPROVAL OF ZONING CASE NO. 22-51 FOR A SITE PLAN REVIEW TO CONSTRUCT A NEW SINGLE-FAMILY RESIDENCE WITH A BASEMENT, ATTACHED GARAGE, FIVE-FOOT-HIGH RETAINING WALLS, NON-EXEMPT GRADING, AND RELATED IMPROVEMENTS; VARIANCES TO CONSTRUCT: (1) A SWIMMING POOL/SPA IN THE FRONT YARD, (2) RETAINING WALLS EXCEEDING AN AVERAGE OF 2' 6" FEET IN HEIGHT, (3) RETAINING WALLS IN THE FRONT YARD, AND (4) NON-EXEMPT GRADING EXPORT ON A PROPERTY LOCATED AT 4 POPPY TRAIL, ROLLING HILLS, CA 90274 (LOT 17-A-PT) (ARVIDSON), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
RECOMMENDATION:

Receive and file.

ATTACHMENT1_CL_PBN_230321_4PoppyTrail_ZC22-51_VicinityMap.pdf
ATTACHMENT2_PL_ADR_4PoppyTrail_ZC22-51_DevelopmentTable_RevisedProject.pdf
ATTACHMENT3_2023-11_PC_Resolution_4PoppyTrail_ZC 22-51_F_E.pdf
ATTACHMENT4_PL_ADR_4PoppyTr_ZC22-51_230711_Email_DaveLong.pdf
ATTACHMENT5_CL_AGN_230718_PC_Item9A_PublicComment_NConstant.pdf
ATTACHMENT6_CL_AGN_230912_PC_Item9A_PublicComment01.pdf
ATTACHMENT7_CL_AGN_230912_PC_Item9A_PublicComment02.pdf
ATTACHMENT8_CL_AGN_230912_PC_Item9A_PublicComment03.pdf
ATTACHMENT9_CL_AGN_230912_PC_Item9A_PublicComment04.pdf
ATTACHMENT10_CL_AGN_230912_PC_Item9A_PublicComment05.pdf
ATTACHMENT11_CL_AGN_CC_231009_09_CommissionItems_Email_Becker.pdf
ATTACHMENT12_PL_ADR_4PoppyTrail_ZC22-51_Architectural.pdf
ATTACHMENT13_PL_ADR_4PoppyTrail_ZC22-51_SitePlan_Grading.pdf

ATTACHMENT14_PL_ADR_4PoppyTrail_ZC22-51_Alternate_Development_on_Barn_Pad.pdf

10.B. CONSIDERATION TO RECEIVE AND FILE RESOLUTION NO. 2023-12 FROM THE PLANNING COMMISSION GRANTING APPROVAL OF ZONING CASE NO 23-077 FOR A SITE PLAN REVIEW AND LOT LINE ADJUSTMENT BETWEEN THREE LOTS AT 10,12, AND 14 PINE TREE LANE TO CREATE TWO LARGER LOTS WITH A COMBINED GROSS LOT AREA OF 7.84 ACRES (LOTS 85-1-RH, 85-2-RH, 85-3-RH) (HASSOLDT), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDATION: Receive and file.

ATTACHMENT1_BuildingVicinityMap
ATTACHMENT2_2023-12_PC_Resolution_101214PineTreeLane_ZC23-077_Hassoldt_F_E.pdf
ATTACHMENT3_Existing_ProposedLotInformation
ATTACHMENT4_DevelopmentTable
ATTACHMENT5_TentativeLotLineAdjustmentMap

11. PUBLIC HEARINGS

12. OLD BUSINESS

12.A. APPROVE CURRENT NOISE LEVELS IN THE COUNCIL CHAMBERS OR RECONSIDER AND APPROVE CONTRACT CHANGE ORDER 4B WITH AC PROS TO RESOLVE AIRFLOW NOISE CONCERNS IN THE CITY COUNCIL CHAMBERS AS PART OF THE CITY HALL HEATING, VENTILATION, AIR CONDITIONING (HVAC) PROJECT 2023-01

RECOMMENDATION: Evaluate the current noise levels in the Chamber and approve as is or reconsider approval of Contract Change Order 4B; Approve release of held checks for S&K Engineering and AC Pros.

CL_BID_230905_2023-01_ACPros_CO-04A_ChamberAddedScope.pdf
CL_BID_230905_2023-01_ACPros_CO-04B_MechnicalRoomDamper.pdf

12.B. APPROVE THE DEVELOPMENT PLANS FOR AN EMERGENCY OUTDOOR SIREN SYSTEM AT THREE LOCATIONS, DIRECT STAFF TO PROCEED WITH THE PERMITTING AND INSTALLATION OF THE SIREN SYSTEM, AND MAKE A FINDING THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDATION: Approve as presented.

PW_OutdoorSirenSystem_Plans_OUTDOOR_MNS_-_RHA_SUBMITTAL_10_03_23_V1.1.pdf
PW_OutdoorSirenSystem_Photos.pdf
CL_AGN_230706_HQE_SirenInstallation_F_A2_E.pdf

13. NEW BUSINESS

13.A. APPOINTMENT OF CITY MANAGER AND APPROVAL OF EMPLOYMENT AGREEMENT FOR CITY MANAGER SERVICES

RECOMMENDATION: Adopt Resolution No. 1350, appointing Karina Banales to the position of City Manager effective November 13, 2023, and approve the

employment agreement with Ms. Banales attached as Exhibit A to Resolution No. 1350.
ResolutionNo1350_CityManager_Appointment.pdf
CA_AGR_231023_CM_Agreement_KarinaBanales.pdf

13.B. APPROVE A THIRD AMENDMENT TO THE LEASE AGREEMENT WITH THE ROLLING HILLS COMMUNITY ASSOCIATION EXTENDING THE TERM UNTIL DECEMBER 31, 2043
RECOMMENDATION: Approve as presented.
CA_AGR_230907_RHCA_LeaseAmendment03_PE.pdf
CA_AGR_230710_RHCA_LeaseAmendment02.pdf
RHCA 2018-2028_SignedAgreement.pdf
CA_AGR_200717_FirstAmendment_RoadStriping_E.pdf

13.C. APPROVE AMENDED AND RESTATED AGREEMENT BETWEEN TURBO DATA SYSTEMS AND THE PALOS VERDES PARKING AUTHORITY (ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES) TO PROVIDE PARKING CITATION ADMINISTRATIVE SERVICES
RECOMMENDATION: Approve as presented.
CL_AGN_231023_CC_RPV_Tubodata_RestatedAgreement.pdf

13.D. APPROVE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR FINANCE SERVICES
RECOMMENDATION: Approve as presented.
CA_AGR_231023_MVCheng_Amendment01.pdf
CA_AGR_210712_MVCheng_FinanceServices_E.pdf

13.E. CONSIDERATION OF REQUEST FROM RHCA TO EXECUTE A LICENSE AGREEMENT WITH COX BUSINESS
RECOMMENDATION: Review and provide direction to City staff.
CL_AGN_231023_CC_COX_Agrmt_RHCA.pdf

13.F. ACCEPT THE CITY HALL HEATING, VENTILATION AND AIR CONDITIONING PROJECT #2023-01 AS COMPLETE, FILE NOTICE OF COMPLETION, AND RELEASE RETENTION AFTER 30 DAY LIEN PERIOD TO AC PROS
RECOMMENDATION: Approve as presented.
CL_BID_230821_2023-01_ACPros_Invoice04_Retention_CP.pdf
CL_BID_230821_2023-01_ACPros_NoticeOfCompletion_D.pdf

13.G. CONSIDER REQUESTS FROM THE PENINSULA SENIORS AND THE WOMEN'S COMMUNITY CLUB OF ROLLING HILLS; DETERMINE FISCAL YEAR 23/24 CONTRIBUTION AMOUNTS FOR COMMUNITY ORGANIZATIONS
RECOMMENDATION: Provide direction to staff.
CL_AGN_231023_CC_PeninsulaSeniors_Request.pdf
CL_AGN_231023_CC_WomensClub_Request_Receipts.pdf

13.H. CONSIDERATION OF THE CITY OF REDONDO BEACH MAYOR AND COUNCIL'S OCTOBER 3, 2023 LETTER REQUESTING SUPPORT FOR THE METRO C-LINE EXTENSION ELEVATED HAWTHORNE ALIGNMENT
RECOMMENDATION: Receive and file. Provide direction to staff.
CL_AGN_231023_CC_RB_Letter_Metro_C-Line_PreferredAlternative.pdf

14. MATTERS FROM THE CITY COUNCIL

14.A. VERBAL REPORT FROM THE SOLID WASTE AND RECYCLING COMMITTEE ON THE OCTOBER 3, 2023 MEETING
RECOMMENDATION: Receive and file.

14.B. RECONSIDERATION OF THE RECENT DECISION TO HOLD A DECEMBER 13, 2023 CITY COUNCIL MEETING (COUNCILMEMBER DIERINGER/MAYOR WILSON)
RECOMMENDATION: Provide direction to staff.

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE THIRD QUARTER OF 2023 (JULY 1 THROUGH SEPTEMBER 30)
RECOMMENDATION: Receive and file.
CE_QRP_2023_Q3_Closed_Cases.pdf
CE_QRP_2023_Q3_Opened_Cases.pdf
CE_QRP_2023_Q3_Cumulative_Open_Cases.pdf

15.B. REVIEW AND APPROVE THE 2023 HOLIDAY OPEN HOUSE FINAL GUEST LIST; PROVIDE DIRECTION ON PURCHASE OF AN ARTIFICIAL CHRISTMAS TREE
RECOMMENDATION: Approve list as presented; provide direction to staff.
CL_AGN_231009_CC_HolidayOpenHouse_ProposedInviteList.pdf

15.C. RECEIVE AND FILE A REPORT ON THE PLANNING COMMISSION AND TRAFFIC COMMISSION TERMS EXPIRING ON JANUARY 1, 2024.
RECOMMENDATION: Receive and file the proposed schedule for appointments of Planning Commissioners and Traffic Commissioners.
CL_AGN_231023_CC_TentativeCommissionerAppointment_Timeline.pdf
CL_AGN_231023_CC_PC-Appt_Posting.pdf
CL_AGN_231023_CC_TC-Appt_Posting.pdf

16. RECESS TO CLOSED SESSION

16.A. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION PURSUANT TO CALIFORNIA GOVERNMENT CODE, SECTION 54956.9 (D)(4). ONE POTENTIAL CASE - 79 EASTFIELD DRIVE, APN 7567-005-028
RECOMMENDATION: None.

16.B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION EXPOSURE TO LITIGATION PURSUANT TO GOV. CODE 54956.9(D)(2) POTENTIAL CASES: ONE FACTS AND CIRCUMSTANCES: FACTS AND CIRCUMSTANCES THAT MIGHT RESULT IN LITIGATION AGAINST THE CITY (GOV. CODE 54956.9(E)(1))
RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, November 13, 2023 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

Public Comment is welcome on any item prior to City Council action on the item.

Documents pertaining to an agenda item received after the posting of the agenda are available for review in the City Clerk's office or at the meeting at which the item will be considered.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting due to your disability, please contact the City Clerk at (310) 377-1521 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility and accommodation for your review of this agenda and attendance at this meeting.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF OCTOBER 23, 2023**

DATE: **October 23, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_231023_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 2030 **Meeting Date**: 10/23/2023

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF OCTOBER 23, 2023

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council
Posting Type	Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	OCTOBER 23, 2023 7:00pm Open Session

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

Christian Horvath, City Clerk

Date: October 20, 2023

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

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

DATE: **October 23, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

Agenda Item No.: 8.C
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: SEPTEMBER 25, 2023 REGULAR MEETING**

DATE: **October 23, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230925_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, September 25, 2023
Regular Meeting 7:00 p.m.

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Mirsch

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Motion by Councilmember Dieringer, seconded by Councilmember Black to approve order of the agenda. Motion carried unanimously with the following vote:

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL) – 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 SEPTEMBER 25, 2023

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

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: SEPTEMBER 11, 2023 REGULAR MEETING

8.D. PULLED BY COUNCILMEMBER DIERINGER

8.E. PULLED BY MAYOR PRO TEM MIRSCH

8.F. ADOPT RESOLUTION NO. 1349 TEMPORAILIY AUTHORIZING ROAD WORK ON PORTUGUESE BEND ROAD BETWEEN THE HOURS OF 6:00 A.M. AND 7:00 P.M.

Motion by Councilmember Dieringer, seconded by Councilmember Black to approve Consent Calendar except Items 8D and 8E. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS

8.D. PAYMENT OF BILLS

Motion by Councilmember Dieringer, seconded by Councilmember Black to approve the Payment of Bills but remove the check for S&K Engineering and consider with Item 12A. Motion carried unanimously with the following vote:

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

8.E. REPUBLIC SERVICES RECYCLING TONNAGE AND COMPLAINT REPORTS FOR AUGUST 2023

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

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

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS

12.A. CONSIDER AND APPROVE CONTRACT CHANGE ORDER 4B WITH AC PROS TO RESOLVE AIRFLOW NOISE CONCERNS IN THE CITY COUNCIL CHAMBERS AS PART OF THE CITY HALL HEATING, VENTILATION, AIR CONDITIONING (HVAC) PROJECT 2023-01

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

Motion by Councilmember Dieringer, seconded by Councilmember Black to hold the payment for S&K Engineering. Motion carried unanimously with the following vote:

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

Motion by Councilmember Dieringer, seconded by Councilmember Black to table this item pursuant to discussion and direction by the Council to find other solutions. Motion carried unanimously with the following vote:

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

13. NEW BUSINESS

13.A. APPROVE FORMATION AND MEMBERS OF AN AD HOC COMMITTEE REGARDING THE ACTIVATION AND DEPLOYMENT OF AN EMERGENCY SIREN NOTIFICATION SYSTEM

Presentation by Interim City Manager David Ready

Public Comment: Melissa McNabb, Arlene Honbo, Marita Geraghty

By unanimous consent the City Council selected Councilmembers Black and Dieringer to be members of the Ad Hoc Committee along with a resident representative as selected by the Block Captains. Motion carried unanimously with the following vote:

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

14. MATTERS FROM THE CITY COUNCIL

14.A UPDATE ON POINTS OF EGRESS DURING AN EMERGENCY EVENT AT CREST ROAD EAST GATE AND USE OF PRIVATE PROPERTY TO CRENSHAW BLVD./SILVER SPUR LANE (COUNCILMEMBER BLACK)

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

Public Comment: Alfred Visco, Arlene Honbo, Melissa McNabb

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

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

Councilmember Dieringer shared information about Palos Verdes Peninsula Village and the service benefits to elderly residents.

15. MATTERS FROM STAFF

15.A CONSIDER CANCELLATION OF NOVEMBER 27, 2023 REGULAR CITY COUNCIL MEETING AND SCHEDULE A SPECIAL CITY COUNCIL MEETING ON TUESDAY, DECEMBER 12, 2022

Mayor Wilson shared his thoughts and availability.

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black to cancel the November 27, 2023 Council meeting, hold a Council meeting on Wednesday, December 13, 2023, and place Wednesday, December 27, 2023 as a date for a potential meeting if needed. Motion carried unanimously with the following vote:

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

16. RECESS TO CLOSED SESSION – 8:13 P.M.

Mayor Wilson noted that the meeting will later be adjourned in memory of resident Donovan Black.

16.A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR GOVERNMENT CODE SECTION 54956.8 PROPERTY: CIVIC CENTER AND PARKING AREA, TENNIS COURTS, RIDING RINGS, STORM HILL PARK
CITY NEGOTIATOR: INTERIM CITY MANAGER
NEGOTIATING PARTIES: ROLLING HILLS COMMUNITY ASSOCIATION
UNDER NEGOTIATION: LEASE PRICE

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

17. RECONVENE TO OPEN SESSION – 8:55 P.M.

No reportable action.

18. ADJOURNMENT: 8:55 P.M.

The meeting was adjourned in memory of resident Donovan Black.at 8:55 p.m on September 25, 2023. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, October 9, 2023 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: https://www.rolling-hills.org/government/agenda/index.php

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

Respectfully submitted,

_____
Christian Horvath, City Clerk

Approved,

_____
Patrick Wilson, Mayor

Agenda Item No.: 8.D
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **PAYMENT OF BILLS**

DATE: **October 23, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_231009_CC_PaymentOfBills.pdf
CL_AGN_231023_CC_PaymentOfBills.pdf

CITY OF ROLLING HILLS
AP24-003, ACH24-004
Check Run 10/04/2023

Check No.	Check Date	Payee	Description	Amount
028377	10/4/2023	Alan Palermo Consulting	Prof Services for Sept 2023 - Various CIP Projects	4,207.50
028378	10/4/2023	Bennett Landscape	3 Rail Fence-Equestrian Fence Proj-June 2023	5,000.00
028378	10/4/2023	Bennett Landscape	October 2023 Landscape Maintenance Serv	1,139.67
CHECK TOTAL			**$ 6,139.67**	
028379	10/4/2023	County of Los Angeles Internal Services Department	LARIAC 7 Mapping Service June 2023	4,500.00
028380	10/4/2023	GWMA	Stormwater Mgmt FY 2023-24	7,315.00
028381	10/4/2023	County of Los Angeles	August 2023 Animal Care Housing Costs	64.01
028382	10/4/2023	County of Los Angeles	Traffic Signal Installation through Aug 2023	517.99
028383	10/4/2023	LA County Sheriff's Department	Law Enforcement Services - August 2023	33,732.05
028384	10/4/2023	County of Los Angeles Dept of	Local Agency Formation Commission Charges-FY 23-	93.61
028385	10/4/2023	Onward Engineering	Public Works Inspection August 2023	270.00
028386	10/4/2023	PALOS VERDES PENINSULA LAND CONSERVANCY	Fire Fuel Abatement in 2023 in Palos Verdes Nature Preserve	54,300.00
028387	10/4/2023	Race Communications	Internet Service for September and October 2023	2,040.00
028388	10/4/2023	Texas Child Support SDU	W/O Per Ending 10/03/23 KR Case#0011696289	163.15
028389	10/4/2023	Willdan Inc.	Bldg Plan Check/Permit Aug-2023 Project	1,177.50
028389	10/4/2023	Willdan Inc.	Bldg Plan Check/Permit June-2023 Project	6,370.00
CHECK TOTAL			**$ 7,547.50**	
ACH-319	9/17/2023	Abila	10-18-23 to 11-17-23 Accounting Software	326.79
ACH-320	9/20/2023	Delta Dental	Dental Coverage for August 2023	858.55
ACH-321	9/20/2023	Delta Dental	Dental Coverge for September 2023	417.87
ACH-322	9/25/2023	The Gas Company	Gas usage from 08-07-23 to 09-06-23	16.56
ACH-323	10/4/2023	Nextiva	Business Phone Service October 2023	314.58
ACH-324	10/4/2023	PITNEY BOWES GLOBAL	Postage Lease 06-27-23 to 09-26-23	454.49
ACH-325	9/21/2023	Robert Half	Admin Temp week ending 09-01-23	1,442.21
ACH-326	7/1/2023	Southern California Edison	Electricity usage 05-16-23 to 06-14-23 ACCT#4218	368.24
ACH-327	7/1/2023	Southern California Edison	Electricity usage 05-22-23 to 06-20-23 ACCT#8030	1,240.25

ACH-328	7/28/2023	Southern California Edison	Electricity usage 06-15-23 to 07-17-23 ACCT#4218	468.13
ACH-329	8/3/2023	Southern California Edison	Electricity usage 06-21-23 to 07-23-23 ACCT#8030	2,004.49
ACH-330	8/26/2023	Southern California Edison	Electricity usage 07-18-23 to 08-15-23 ACCT#4218	465.59
ACH-331	9/1/2023	Southern California Edison	Electricity usage 07-24-23 to 08-21-23 ACCT#8030	1,593.62
ACH-332	9/25/2023	Southern California Edison	Electricity usage 08-16-23 to 09-14-23 ACCT#4218	454.16
ACH-333	10/1/2023	Southern California Edison	Electricity usage 08-22-23 to 09-20-23 ACCT#8030	1,419.88
ACH-334	9/25/2023	Vision Service Plan - (CA)	Vision Coverage October 2023	32.13
PR LINK	10/6/2023	PR LINK - Payroll & PR Taxes PR#20	Payroll Processing Fee PR#20_09/20/23 - 10/03/23	69.91
PR LINK	10/6/2023	PR LINK - Payroll & PR Taxes PR#20	Pay Period PR#20_09/20/23 - 10/03/23	22,470.51
REPORT TOTAL				**155,308.44**

I, David Ready, Interim City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of
$ 155,308.44 for the payment of above items.

David Ready, Interim City Manager

CITY OF ROLLING HILLS
AP24-004, ACH24-005
Check Run 10/18/2023

Check No.	Check Date	Payee	Description	Amount
028390	10/18/2023	4Leaf, Inc.	Code Enforcement Services for August 2023	4,132.50
028391	10/18/2023	Colt Terry Construction	C&D#889 Waste Refund - 4 Appaloosa Lane LC23-055	1,000.00
028392	10/18/2023	Cox Communications	Phone Service Sept 26 - Oct 25, 2023	158.34
028393	10/18/2023	DCA Civil Engineering Group	DR4344-PJ0526 Crest Rd East 20C Civil	380.00
028394	10/18/2023	Executive Suite Services Inc.	September 2023 Janitorial Services	920.00
028395	10/18/2023	John Signo	APA Conference Expenses - John Signo_09/17/23 to 09/19/23	191.43
028396	10/18/2023	County of Los Angeles	June 2023 Animal Care Housing Costs	1,483.36
028397	10/18/2023	County of Los Angeles	August 2023 LA Cty Weights & Measures	5,045.43
028398	10/18/2023	County of Los Angeles	Speed Limit Sign Install through September 2023	826.36
028398	10/18/2023	County of Los Angeles	Traffic Sign Replacement through May 2023	384.36
CHECK TOTAL			**$ 1,210.72**	
028399	10/18/2023	LA County Sheriff's Department	September 2023 Law Enforcement Services	33,732.05
028400	10/18/2023	Jeffrey Manquen	Refund-Cancellation/Proj 8 Quail Ridge Rd N_Email 09-11-23	1,125.00
028401	10/18/2023	McGowan Consulting	Municipal Stormwater Consulting Services August 2023	5,976.00
028402	10/18/2023	MV CHENG AND ASSOCIATES	Monthly Accounting Services September 2023	6,513.75
028403	10/18/2023	NV5, INC.	August 2023 Services- CORH-22-11241 Flow Monitoring	475.00
028404	10/18/2023	Orkin	Monthly Pest Control September 2023	158.00
028405	10/18/2023	Pacific Architecture and Engineering, Inc.	Architectural Services April 2023 ADA City Hall	3,070.25
028405	10/18/2023	Pacific Architecture and Engineering, Inc.	Architectural Services February 2023 CH ADA	7,272.00
028405	10/18/2023	Pacific Architecture and Engineering, Inc.	Architectural Services January 2023 ADA City Hall	6,251.50
028405	10/18/2023	Pacific Architecture and Engineering, Inc.	Architectural Services March 2023 ADA City Hall	12,972.50
CHECK TOTAL			**$ 29,566.25**	
028406	10/18/2023	Palos Verdes Peninsula Unified School District	Business Card Printing-S. Grant Dec 2022	90.67
028406	10/18/2023	Palos Verdes Peninsula Unified School District	School Security Reimbursement 03/31/23 thru 6/29/23	541.00
CHECK TOTAL			**$ 631.67**	
028407	10/18/2023	PVS, Inc.	PV Security Alarm - November 2023	168.00

028408	10/18/2023	Texas Child Support SDU	W/O Per Ending 10/17/23 KR Case#0011696289_#CD08-38624	163.15
ACH-335	10/18/2023	Abila	11-18-23 to 12-17-23 Accounting Software	326.79
ACH-336	8/31/2023	California JPIA	Pollution Liability Insurance FY 2023-24	500.00
ACH-337	7/1/2023	California JPIA	Annual Contribution FY 2023-24	39,765.00
ACH-338	10/31/2023	Delta Dental	Dental Coverage October 2023	783.28
ACH-339	10/10/2023	Forum Info-Tech. Inc./Levelcloud	October 2023 IT Cloud Hosting	4,860.06
ACH-340	3/31/2023	NV5, INC.	March 2023 Services-CORH-22-1241 Flow Monitoring	2,940.00
ACH-341	4/30/2023	NV5, INC.	April 2023 Services CORH-22-11241 Flow Monitoring	1,528.75
ACH-342	4/30/2023	NV5, INC.	Sewer Feasability Study 01/01/23 to 04/30/23	16,550.00
ACH-343	7/31/2023	NV5, INC.	Sewer Feasability Study 07/01/23 to 07/31/23	850.00
ACH-344	7/31/2023	NV5, INC.	July 2023 CORH-22-11241 Continuous Flow Monitoring	902.50
ACH-345	5/31/2023	NV5, INC.	Sewer Feasability Study 05/01/23 to 05/31/23	2,240.00
ACH-346	9/30/2023	Pitney Bowes	Postage for Sept 2023	1,005.00
ACH-347	9/30/2023	Standard Insurance Company	September 2023 Life Ins Policy # 161783	108.59
ACH-348	10/31/2023	Standard Insurance Company	October 2023 Life Ins Policy # 161783	133.95
ACH-349	11/1/2023	Standard Insurance Company	November 2023 Life Ins Policy # 161783	99.07
ACH-350	7/25/2023	Vantagepoint Transfer Agents - 306580	Deferred Comp Contributions PR Ending 07-25-23	863.64
PR LINK	10/20/2023	PR LINK - Payroll & PR Taxes PR#21	Payroll Processing Fee PR#21_10/04/23 - 10/20/23	66.96
PR LINK	10/20/2023	PR LINK - Payroll & PR Taxes PR#21	Pay Period PR#21_10/04/23 - 10/20/23	18,872.68
REPORT TOTAL				185,426.92

I, David Ready, Interim City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of
$ 185,426.92 for the payment of above items.



David Ready, Interim City Manager

Agenda Item No.: 10.A
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **CONSIDERATION TO RECEIVE AND FILE RESOLUTION NO. 2023-11 FROM THE PLANNING COMMISSION GRANTING APPROVAL OF ZONING CASE NO. 22-51 FOR A SITE PLAN REVIEW TO CONSTRUCT A NEW SINGLE-FAMILY RESIDENCE WITH A BASEMENT, ATTACHED GARAGE, FIVE-FOOT-HIGH RETAINING WALLS, NON-EXEMPT GRADING, AND RELATED IMPROVEMENTS; VARIANCES TO CONSTRUCT: (1) A SWIMMING POOL/SPA IN THE FRONT YARD, (2) RETAINING WALLS EXCEEDING AN AVERAGE OF 2' 6" FEET IN HEIGHT, (3) RETAINING WALLS IN THE FRONT YARD, AND (4) NON-EXEMPT GRADING EXPORT ON A PROPERTY LOCATED AT 4 POPPY TRAIL, ROLLING HILLS, CA 90274 (LOT 17-A-PT) (ARVIDSON), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **October 23, 2023**

BACKGROUND:
The Planning Commission held public hearings on this case at its meetings on March 21, 2023, July 18, 2023, August 15, 2023, and September 12, 2023. At the September 12th meeting, the Planning Commission voted unanimously to adopt Resolution No. 2023-11 approving the proposed project.

History
March 21, 2023 Planning Commission Field Trip and Evening Meeting
This item was originally presented to the Planning Commission on March 21, 2023. The Planning Commission held a field trip at the site in the morning and an evening meeting. The Commission voted to continue the item to the April 18th meeting so the applicant could look into the issues discussed, particularly regarding development on the barn pad and reducing grading. The motion passed unanimously.

On April 18, 2023, the applicant was still addressing the issues regarding grading and barn

pad location so the item was not included on the agenda.

July 18, 2023 Planning Commission Evening Meeting
The item was re-noticed for the July 18th Planning Commission meeting to give the applicant more time to discuss relocating the proposed residence to the barn pad. At that meeting, the Commission took public testimony and advised the applicant to continue working with neighbors on the feasibility of developing the proposed residence on the existing barn pad. The public hearing was continued to August 15, 2023.

Subsequently, the applicant met with Mr. Nikos Constant at 25 Georgeff Road, but the parties were not able to come to an agreement on offsite remediation and development of the barn pad. As such, the applicant is choosing to move forward with the original proposal of creating a new building pad in the middle of the property.

August 15, 2023 Planning Commission Evening Meeting
Prior to the meeting, the applicant requested a continuance to further address the Planning Commission's concerns with grading. The Planning Commission opened the public hearing, received public testimony (there were no speakers), and continued the item to September 12, 2023.

September 12, 2023 Planning Commission Evening Meeting
Neighbors were concerned with the proposed project and staff received several emails prior to the meeting which were forwarded to Commissioners and included as a supplement in the Blue Folder. The Commission opened the public hearing and took public testimony. Public comment was received from Dave Long, Mark Minkes, Nikos Constant, and Greg Becker. Their concerns included the size and location of the proposed project, soil stability, and the environmental exemption. It was requested that the project be continued for further consideration. The Commission responded by indicating the public hearing began in March 2023 and the applicant considered revising the plan to develop on the barn pad, which was not feasible. The applicant was able to reduce the amount of grading on the original development pad as directed by the Planning Commission. The Commission acknowledged residents' concerns and indicated the project has been ongoing for several months. The project has been revised and the applicant was able to reduce the amount of grading.

Revised Project
The applicant, Dan Bolton of Bolton Engineering, on behalf of the property owner, Andy Arvidson, revised the proposed project to reduce the amount of grading. This was accomplished by removing the accessory dwelling unit (ADU) in order to reduce grading. Minor revisions were also made including slightly altering the building pad, shifting the garage by three feet in order to accommodate the smaller building pad, and extending the length of retaining walls along the driveway.

The revised proposal is a request to approve the construction of a new 7,290-square-foot (SF) single-family residence with a 7,290 SF basement, 1,100 SF attached garage, 1,135 square feet of attached covered porches, 195 SF attached trellis, 540 SF swimming pool/spa, pool equipment, service yard, lightwells, maximum five-foot-high retaining walls, driveway, walkways, landscaping, and other improvements.

Originally, the proposed project included 41,874 cubic yards (CY) of grading with , including 22,340 CY cut and 19,534 CY fill. The revised project reduces grading to 24,775 CY, including

15,905 CY cut and 8,870 CY fill. However, the revision requires the export of 3,830 CY of grading, not including exempt grading for the basement and swimming pool. The export requires a variance and the application has been revised accordingly and the project has been properly renoticed.

The swimming pool/spa, service yard and other minor improvements are typically not subject to discretionary review. However, the swimming pool/spa requires a variance for location in the front yard, and certain retaining walls require a variance for location in the front yard and having an average height above two-and-one-half feet.

Traffic Commission
On March 23, 2023, the Traffic Commission reviewed the proposed project to widen the driveway and apron. The existing driveway apron connects to a "bulge" on Poppy Trail and is approximately 13 feet wide; the existing driveway is 10 feet wide. The proposed project will widen the apron and driveway to 20 feet. The length of the overall driveway from Poppy Trail to the main residence will be approximately 700 feet. Adequate access for the Fire Department will be provided. The Traffic Commission unanimously recommended approval of the proposal on a 3-0 vote (Margeta and Virtue absent).

Building Pads/Driveway Access
The proposed project will create one new building pad in contrast to the original proposal which included a pad for the ADU. The main building pad will be reduced from 20,635 SF to 19,600 SF located generally in the middle of the property. The building pad will be located outside of any required setbacks and will be accessible via a new 20-foot-wide driveway that connects to an existing driveway and ultimately to Poppy Trail. There will be a turnaround for Fire Department access at the terminus of the new driveway on the main building pad. The existing driveway, which connects to Poppy Trail, will be widened to 20 feet. The length of the overall driveway from Poppy Trail to the main residence will be approximately 700 feet. The Traffic Commission recommended approval of the widening of the driveway and apron at its meeting on Thursday, March 23, 2023.

Zoning, Location, and Lot Description

The property located at 4 Poppy Trail is zoned RAS-2 and has a net lot area of 6.37 acres (277,335 square feet). Only one building pad exists on the property and is located at the highest portion in rear of the property. This building pad is 16,200 square feet and is developed with a 3,330 SF stable.

The property is irregularly shaped and only has an 86-foot segment connected to Poppy Trail. The front property line is considered the portion that connects to Poppy Trail plus the eastern property line which parallels an equestrian dirt path known as the Sleepy Hollow Trail. Sleepy Hollow Trail traverses much of the front yard setback which is 50 feet wide. The 50-foot-wide rear yard setback is along the western property line and the 35-foot-wide side yard setback is along all other property lines. The property slopes upward from Poppy Trail to the existing barn in the southwestern corner. The elevation difference between Poppy Trail to the barn pad is approximately 172 feet with the proposed main building pad approximately 100 feet higher than Poppy Trail.

Previous Approvals
On May 18, 2004, the Planning Commission adopted Resolution Nos. 2004-13 A and B

approving a lot line adjustment between three parcels and a variance to retain an existing stable on the subject property which is located in the side yard setback. The stable was constructed around 1977 for use by the property owner who lived on the abutting property at 8 Reata Lane. On September 14, 2010, the Planning Commission adopted Resolution No. 2010-18 approving a lot line adjustment between three properties, included a lot owned by the City.

DISCUSSION:

Revised Project

The request is for a Site Plan Review for construction of the residence and appurtenant structures and for grading. The applicant requests four variances: (1) swimming pool/spa in the front yard; (2) retaining walls exceeding an average of 2½ feet in height; (3) retaining walls in the front yard; and (4) non-exempt grading export.

The total structures will be 14,180 SF or 5.1% of the net lot area.

The flatwork area, which includes the driveway, paved walkways, patios, and courtyards is 17,400 square feet. This covers 6.3% of the net lot area.

Total disturbance covers 64,100 SF or 23.1%. This is reduced from the original of 109,995 SF or 39.7% of the net lot area.

The residential building pad will be 19,600 SF (reduced from 20,635 SF) and the residence and other structures will cover 53.6% of the pad, not including attached trellises which are exempt.

The existing stable pad will not change. It is 16,200 SF and the stable covers 21.5% of the pad.

A preliminary landscape plan has been reviewed by the City's landscape consultant for compliance with the Model Water Efficient Landscape Ordinance (MWELO); however, a revised landscape plan is needed to address changes to the plan. The plan was reviewed for appropriateness and adaptability of selected plants, water efficient irrigation design, and the use of design elements that enhance the character of the community. The preliminary landscape plan for the original project was found to be in compliance with MWELO and landscape conditions will be included for installation and maintenance.

Site Plan Review

Site Plan Review (SPR) is needed for construction of any new building or structures, and non-exempt grading per Rolling Hills Municipal Code (RHMC) Section 17.46.020.

Variance Requests

Variance requests are needed to as mentioned above. Findings are necessary to support approval of the variances.

Environmental Review

The proposed project has been determined to not have a significant effect on the environment

and is categorically exempt from the provisions of CEQA pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines, which exempts a single-family residence, swimming pool, and accessory structures.

Public Participation

The public hearing was published in the Daily Breeze and notices were sent to owners within 1,000 feet of the subject property on three occasions:

- March 10, 2023, for the March 21st meeting;
- July 8, 2023, for the July 18th meeting; and
- August 31, 2023, for the September 12th meeting.

Mr. John Lacey was able to provide comments at the March 21, 2023 Planning Commission meeting regarding reducing grading and land movement.

An email was received from Mr. Dave Long who indicated his home is situated directly across the project site. Mr. Long is opposed to the project. His email is attached.
Correspondences and testimony were made by Mr. Nikos Constant. A letter is attached.
Other correspondences were received from Ms. Sharon Minkes and Mr. Gregory Becker, which are included as attachments.

CRITERIA FOR SITE PLAN REVIEW

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

CRITERIA FOR VARIANCES

17.38.050 Required Variance findings.

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

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property that do not apply generally to other properties in the same vicinity and zone;
2. That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question;
3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity;
4. That in granting the variance, the spirit and intent of this title will be observed;
5. That the variance does not grant special privilege to the applicant;
6. That the variance is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities; and
7. That the variance request is consistent with the general plan of the City of Rolling Hills.

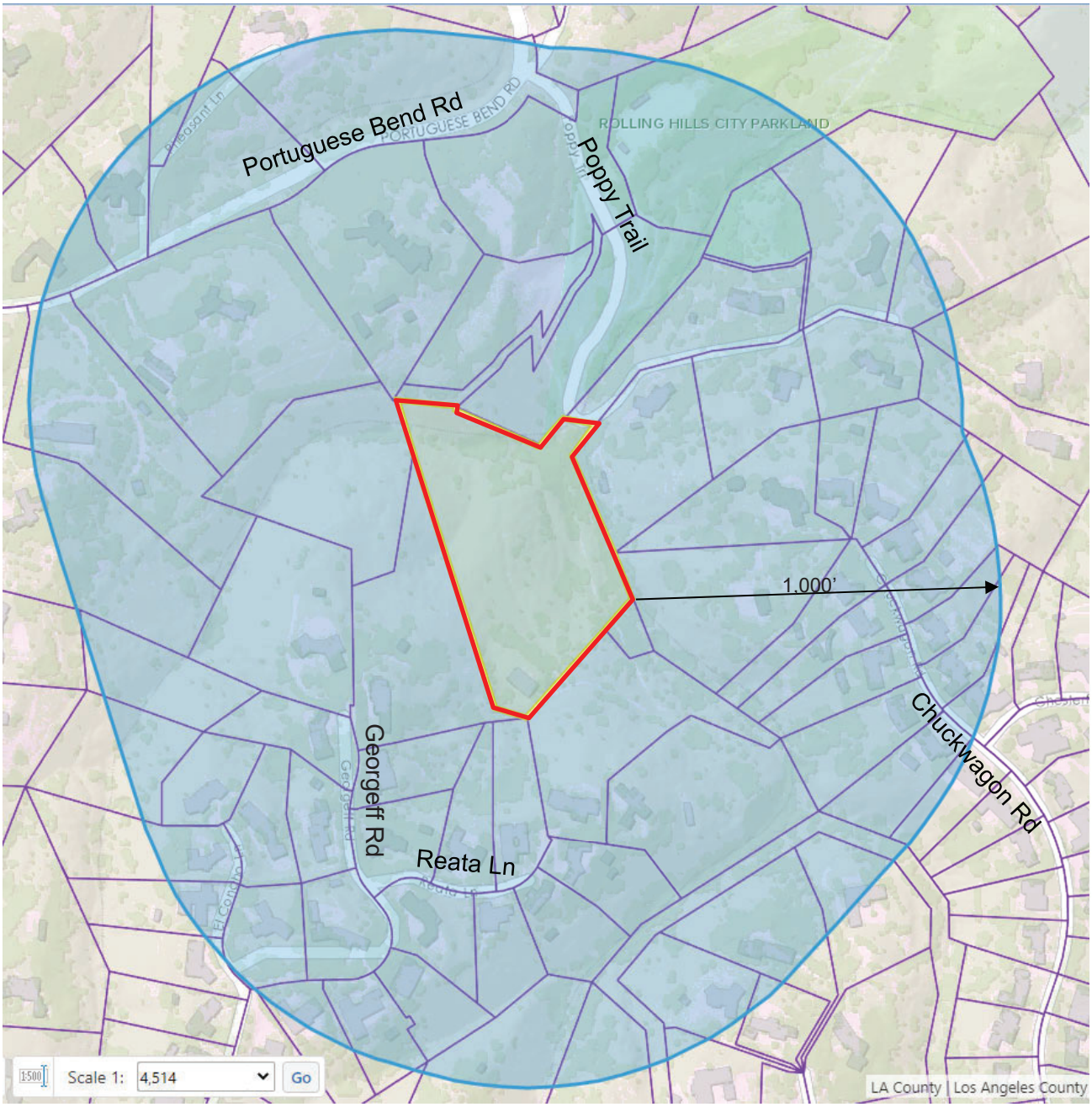
FISCAL IMPACT:
None.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:
ATTACHMENT1_CL_PBN_230321_4PoppyTrail_ZC22-51_VicinityMap.pdf
ATTACHMENT2_PL_ADR_4PoppyTrail_ZC22-51_DevelopmentTable_RevisedProject.pdf
ATTACHMENT3_2023-11_PC_Resolution_4PoppyTrail_ZC 22-51_F_E.pdf
ATTACHMENT4_PL_ADR_4PoppyTr_ZC22-51_230711_Email_DaveLong.pdf
ATTACHMENT5_CL_AGN_230718_PC_Item9A_PublicComment_NConstant.pdf
ATTACHMENT6_CL_AGN_230912_PC_Item9A_PublicComment01.pdf
ATTACHMENT7_CL_AGN_230912_PC_Item9A_PublicComment02.pdf
ATTACHMENT8_CL_AGN_230912_PC_Item9A_PublicComment03.pdf
ATTACHMENT9_CL_AGN_230912_PC_Item9A_PublicComment04.pdf
ATTACHMENT10_CL_AGN_230912_PC_Item9A_PublicComment05.pdf
ATTACHMENT11_CL_AGN_CC_231009_09_CommissionItems_Email_Becker.pdf

ATTACHMENT12_PL_ADR_4PoppyTrail_ZC22-51_Architectural.pdf
ATTACHMENT13_PL_ADR_4PoppyTrail_ZC22-51_SitePlan_Grading.pdf
ATTACHMENT14_PL_ADR_4PoppyTrail_ZC22-51_Alternate_Development_on_Barn_Pad.pdf



City of Rolling Hills

TITLE VICINITY MAP

CASE NO. ZONING CASE NO. 22-51
Site Plan Review, Variance

OWNER ARVIDSON

ADDRESS 4 POPPY TRAIL, ROLLING HILLS, CA 90274

SITE

	REVISED DEVELOPMENT TABLE ZONING CASE NO. 22-51 (4 POPPY TRAIL)				
Site Plan Review and Variance	**PAD 1 (SF) Main Residence**	**PAD 2 (SF) ADU**	**PAD 3 (SF) Stable**	***DIFFERENCE (+/-)***	**TOTAL (SF)**
Uses RAS-2 Zone Setbacks Front: 50 ft. Side: 35 ft. Rear: 50 ft.	Single family residence, garage, pool *Meets all setbacks*	ADU *ADU removed in revised plan*	Existing Stable *No changes*		
Pad Area/Net Lot Area	~~20,635~~ 19,600	~~2,770~~	16,200	*-1,035 (Pad 1)* *-3,805 (Pad 1&2)*	277,335
Residence	7,290				7,290
Garage	1,100				1,100
Swimming Pool/Spa	540				540
Pool Equipment	50				50
ADU		~~850~~		*-850*	~~850~~
Stable (min. 450 SF)			3,330		3,330
Attached Covered Porches	985	~~150~~	150	*-150*	~~1,285~~ 1,135
Attached Trellises	195				195
Lightwell	445				445
Service Yard	95				95
Total Structure Area	10,700	~~1,000~~	3,480	*-1,000*	~~15,180~~ 14,180
Total Structural Coverage (20% max)					~~5.5%~~ 5.1%
Total Flatwork					17,400
% of Front Setback Covered (20% max)					13.2%
Total Structural and Flatwork					~~32,580~~ 31,580
Total Lot Coverage (35% maximum)					~~11.8%~~ 11.4%
Building Pad Coverage (Policy: 30% maximum)	~~51.9%~~ 53.6%	~~36.1%~~	21.5%	*+1.7% (Pad 1)*	
Disturbed Area (40% maximum; up to 60% with slopes less than 3:1)				*-53,105* *-16.6%*	~~109,995~~ 64,100 ~~39.7%~~ 23.1%
Grading 22,340 Cut / 19,534 Fill Export: 2,806 CY (export to excavate basement and pool exempt)				*-17,194*	~~41,874 Total~~ 24,680 Total

*Text in red indicates changes from original proposal.

RESOLUTION NO. 2023-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 22-51 FOR A SITE PLAN REVIEW TO CONSTRUCT A NEW SINGLE-FAMILY RESIDENCE WITH A BASEMENT, ATTACHED GARAGE, FIVE-FOOT-HIGH RETAINING WALLS, NON-EXEMPT GRADING, AND RELATED IMPROVEMENTS; VARIANCES TO CONSTRUCT: (1) A SWIMMING POOL/SPA IN THE FRONT YARD, (2) RETAINING WALLS EXCEEDING AN AVERAGE OF 2½ FEET IN HEIGHT, (3) RETAINING WALLS IN THE FRONT YARD, AND (4) NON-EXEMPT GRADING EXPORT ON A PROPERTY LOCATED AT 4 POPPY TRAIL LANE (LOT 17-A-PT), ROLLING HILLS, CA (ARVIDSON), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

Section 1. An application was duly filed by Andy Arvidson with respect to real property located at 4 Poppy Trail Road, Rolling Hills (Lot 17-A-PT) requesting a site plan review to construct a new 7,290-square-foot single-family residence with a 7,290-square-foot basement, 1,100-square-foot attached garage, five-foot-high maximum retaining walls, 24,680 cubic yards of grading including 6,940 cubic yards of export (3,735 cubic yards of non-exempt export), and related improvements. Variance requests are needed to construct: (1) a 540-square-foot swimming pool/spa in the front yard, (2) retaining walls exceeding an average of two-and-one-half feet in height, (3) retaining walls up to five feet in height in the front yard, and (4) non-exempt grading export. The project also includes pool equipment, 1,135 square feet of attached covered porches, 195 square feet of attached trellises, and a 95-square-foot service yard, which are not subject to discretionary review.

Section 2. The subject property is developed with a 3,330-square-foot stable with a 150-square-foot attached covered porch, but there is currently no single family residence on the lot. The stable was developed in 1977 for the owner at 8 Reata Lane who owned both abutting properties at the time. In 2004, a lot line adjustment was approved to merge three existing lots into one and a variance was approved to allow the existing stable to encroach into the side yard setback. In 2010, a lot line adjustment was approved to further adjust the lot lines creating the lot lines that currently exist for the subject property.

Section 3. The Planning Commission conducted duly noticed public hearings to consider the application at its special field trip meeting and regular meeting on March 21, 2023. Neighbors within a 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on March 10, 2023. The evidence was heard and presented from all persons interested in affecting said proposal. On July 18, 2023, the Planning Commission held another duly noticed public hearing. Neighbors within a 1,000-foot radius were notified of the public hearing and a notice was published in the Daily Breeze on July 8, 2023. The

applicant and agent were notified of the public hearings in writing by first class mail and the agent was in attendance at the hearings. The Planning Commission opened the public hearing, took public testimony, and continued the public hearing to August 15, 2023, and then to September 12, 2023. Neighbors within a 1,000-foot radius were notified of the September 12th public hearing and a notice was published in the Daily Breeze on August 31, 2023.

Section 4. On March 23, 2023, the Traffic Commission conducted a meeting to review the widening of the driveway and apron. The Traffic Commission's recommendation will be forwarded to the City Council for approval.

Section 5. The property is zoned RAS-2 and the net lot area excluding the roadway easement is 6.37 acres (277,355 square feet). The project includes an existing 2,770-square-foot stable building pad in the southern corner of the lot, which is above the proposed main building pad for the residence. The property has a lot depth of approximately 420 feet and a lot width of approximately 800 feet. The property slopes upward from the street to the rear of the property where the existing barn is located. The grade elevation between the proposed main building pad and the street is approximately 90 feet, and the barn pad is approximately 75 feet higher than the main building pad.

Section 6. CEQA. The Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including single family residence and accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes the construction of a new single-family residence and related improvements. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site is developed with an existing stable on a graded pad.

Section 7. Site Plan Review Findings. Site Plan Review is required for construction of a new residence pursuant to Rolling Hills Municipal Code (RHMC) Section 17.46.020(A), for retaining walls above three feet in height pursuant to RHMC Section 17.16.190(F), and for non-exempt grading totaling 41,874 CY including 2,806 CY of exempt export pursuant to RHMC Section 17.46.020(A). With respect to the Site Plan Review for the development, the Planning Commission hereby makes the following findings:

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

The proposed development, which includes construction of a residence, retaining walls, and other structures, and grading is compatible with the General Plan and Zoning ordinance, subject to variances for a new swimming pool, spa, and retaining walls located in the front yard and retaining walls with an average height greater than two-and-one-half feet. The proposed structures comply with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures. The new residence

will be built on a new building pad, which will reduce the visual impact from neighboring properties.

The project conforms to Zoning Code lot coverage requirements. The net lot area of the lot is 6.37 acres per RHMC Section 17.16.060(A). The structural net lot coverage is proposed at 15,180 square feet or 5.47% (20% max. permitted) excluding exempt structures; and the total lot coverage proposed, including flatwork, would be 32,580 square feet or 11.75% (35% max. permitted). The disturbed area of the lot is proposed to be 98,530 square feet or 35.53% (40% permitted).

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

The topography and the configuration of the lot have been considered, and the proposed grading and retaining walls for development will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures; the grading and retaining walls allows the proposed construction to be constructed on a new building pad which enables proposed project elements to be the least intrusive to surrounding properties. The retaining walls preserve the existing topography to the extent feasible. Further, the grading and retaining walls allow the proposed construction to be a sufficient distance from nearby residences so views and privacy of surrounding neighbors will not be impacted. The pool will be in the front yard but not visible from the street. The pool and patio area are included in the lot coverage. Lastly, the graded areas will incorporate landscaping and the retaining walls will be screened with landscaping. The lot will have a main building pad and a stable pad and 35.53% of the lot will be disturbed with the remaining area left landscaped or in a natural state.

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

The proposed development, as conditioned, is harmonious in scale and mass with the site, and is consistent with the scale of the neighborhood when compared to new residences in the vicinity of said lot. The development plan takes into consideration the visibility of the project from Poppy Trail as it will be located at a much higher elevation. The driveway utilizes the existing driveway at the entrance but will be widened to 20 feet to comply with Fire Department requirements. The driveway will be located on the subject property, unlike the existing driveway, which traverses onto neighboring property. The driveway leads to the new building pad and follows the natural terrain to the extent feasible. The proposed pool will be located at the edge of the pad and retaining walls will be located around the residence in the middle of the pad. Significant portions of the lot will be left undeveloped or landscaped.

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

A landscape plan has been prepared to comply with water efficient landscape ordinance requirements and low impact development standards. The landscape plan will introduce additional landscaping, which will be compatible with and enhance the rural character of the community, and the landscaping will provide a buffer or transition area between private and public areas. The grading and retaining walls are designed to preserve existing topography where possible and mimic the natural terrain.

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

Grading consists of 15,810 CY of cut and 8,870 CY of fill. Export of 6,940 CY is required but mostly exempt because it is used to excavate the basement and swimming pool. Of the total, export of 3,735 CY is not exempt and requires a variance which is addressed in Section 8 below. The grading and retaining walls are designed to preserve slopes where possible and mimic the natural terrain.

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

Grading will be done to improve the driveway and walkways throughout the site and create the main building pad. Drainage will follow the natural drainage courses of the lot and will be reviewed and approved by Building and Safety for compliance with stormwater requirements.

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

Surrounding native vegetation and mature trees will not be affected and new landscaping will be considerate of the environment and will enhance the rural character of the community. Landscaping will provide a buffer or transition between various pads on the property. As such, the rural character of the community is maintained and privacy is maintained with neighbors.

H. The project is sensitive and not detrimental to the convenience and safety of circulation for pedestrians and vehicles.

The grading and retaining walls for the project occurs along the driveway and main building pad and will be minimally visible from adjacent property. There is ample parking in the garage and driveway. An adequate pathway is proposed to safely accommodate pedestrians from the residence to the accessory dwelling unit. Adequate walkways will be provided to the pool and deck.

I. The project conforms to the requirements of the California Environmental Quality Act (CEQA).

This project is exempt from CEQA for the reasons set forth in Section 6 above.

Section 8. Variance Findings. Section 17.38.050 sets forth the required findings for granting variances from Sections 17.16.200(G), 17.16.190(F), and 17.20.120 to construct a swimming pool, spa, and retaining walls in the front yard, exceed an average height of two-and-one-half feet for retaining walls, and export non-exempt grading. With respect to the request for variances, the Planning Commission finds as follows:

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

There are extraordinary circumstances applicable to this property. The property is irregularly shaped with steep slopes and the location of the swimming pool, spa, and retaining walls is ideal to maximize views and utilize the pad configuration. Due to the shape of the property, there are exceptional circumstances applicable to the property that do not apply generally to other properties in the same vicinity and zone. The swimming pool, spa, and retaining walls in the front yard is warranted in order to maintain the existing topography. The average height of the retaining walls greater than two-and-one-half feet is needed due to steepness. The area in the front yard is a practical location for recreational uses such as a swimming pool and spa. The improvement will enhance the usability of the swimming pool and spa and be compatible with existing development in the area. Non-exempt grading export is required to preserve the existing topography to the extent feasible. The variances are warranted due to the unique sloping topography that does not apply generally to other properties in the vicinity.

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

Granting the requested variances are necessary for the preservation and enjoyment of property rights on the property. The existing main building pad will be located in the middle of the property and the location of the swimming pool, spa, and retaining walls is an ideal location to complement the residence. Other properties in the vicinity enjoy these types of improvements. Non-exempt grading export is required to preserve the existing topography to the extent feasible.

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

Granting the variances to locate a pool, spa, and retaining walls in the front yard, and for non-exempt grading export will not be detrimental to the public welfare and will not be injurious to properties in the vicinity; recreational uses and other improvements are allowed in the Rolling Hills community. Further, the project will be consistent with other development in the area.

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

Allowing construction of a swimming pool, spa, and retaining walls in the front yard, and non-exempt grading export will be harmonious in scale and mass with the site, the natural terrain, and surrounding residences because the proposed construction complies with the low-profile residential development pattern of the community and will not give the property an over-built look. The lot is sufficient to accommodate the proposed use.

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

The construction of the swimming pool, spa, and retaining walls in the front yard allows a recreational use similar to others enjoyed by many properties throughout the City. Non-exempt grading export is required to preserve the existing topography to the extent feasible. The project, together with the variances, will be compatible with the objectives, policies, general land uses, and programs specified in the General Plan. For these reasons, the variances will not grant a special privilege to the applicant.

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

Granting variances for the project will be consistent with the applicable portions of the Los Angeles County Hazardous Waste Management Plan related to siting criteria for hazardous waste facilities. The project site is not listed on the current State of California Hazardous Waste and Substances Sites List.

G. That the variance request is consistent with the General Plan of the City of Rolling Hills.

Granting variances will be consistent with the General Plan of the City of Rolling Hills, which allows and encourages residential uses and property improvements. Non-exempt grading export is required to preserve the existing topography to the extent feasible. It will further the low-profile residential development pattern of the community and will not give the property an over-built look.

Section 9. Approval; Conditions of Approval. Based upon the foregoing findings, and the evidence in the record, the Planning Commission hereby approves Zoning Case No. 22-51 subject to the following conditions:

A. The Site Plan and Variance approvals shall expire within two years from the effective date of approval as defined in RHMC Sections 17.46.080 and 17.38.070 unless otherwise extended pursuant to the requirements of these sections.

B. If any condition of this resolution is violated, the entitlements granted by this resolution shall be suspended and the privileges granted hereunder shall lapse and upon

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

C. All requirements of the Building and Construction Ordinance, the Zoning ordinance, and of the zone in which the subject property is located must be complied with unless otherwise a variance to such requirement has been approved.

D. The lot shall be developed and maintained in substantial conformance with the site plan on file at City Hall and approved by the Planning Commission on September 12, 2023, except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review shall conform to the approved development plan. All conditions of the Site Plan Review and Variance approvals shall be incorporated into the building permit working drawings, and where applicable complied with prior to issuance of a grading or building permit from the building department.

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

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

E. Prior to submittal of final working drawings to Building and Safety Department for issuance of building and grading permits, the plans for the project shall be submitted to City

staff for verification that the final plans are in compliance with the plans approved by the Planning Commission.

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

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

G. Structural lot coverage of the lot shall not exceed 14,180 square feet or 5.1% of the net lot area, in conformance with lot coverage limitations (20% maximum).

The total lot coverage proposed, including structures and flatwork, shall not exceed 31,580 square feet or 11.4% of the net lot area, in conformance with lot coverage limitations (35% maximum).

H. The disturbed area of the lot, including the future stable and corral area shall not exceed 23.1%, or 64,100 square feet surface area. Grading for this project shall not exceed 24,680 CY, including 15,810 CY of cut and 8,870 CY of fill with 6,940 CY of export (including 3,735 CY of non-exempt export).

I. The residential building pad is proposed at 19,600 square feet and shall not exceed coverage of 10,700 square feet or 53.6% with allowed deductions. The stable and corral pad is 16,200 square feet and shall not exceed 3,480 square feet of coverage or 21.5% with allowed deductions.

J. A driveway access shall be provided per the Fire Department requirements and the apron of the driveway shall be roughened and the first 20 feet of the driveway shall not exceed 7% in slope.

K. Access to the stable pad shall be maintained in good condition at all times; the access route shall not be widened unless previously approved by the City.

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

M. Per LA County Building Code, a pool barrier and/or fencing shall be required for the pool.

N. A drainage plan, as required by the Building Department shall be prepared and approved by City Staff prior to issuance of a construction permit. Such plan shall be subject to LA County Code requirements.

O. The applicant shall comply with all requirements of the Lighting Ordinance of the City of Rolling Hills (RHMC 17.16.190.E), pertaining to lighting on said property, roofing and material requirements of properties in the Very High Fire Hazard Severity Zone, and Low Impact Development requirements for storm water management on site (RHMC Chapter 8.32).

P. All utility lines shall be undergrounded pursuant to Section 17.27.030.

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

R. Prior to issuance of a final construction approval of the project, all graded slopes shall be landscaped. Prior to issuance of building permit, the landscaping plan shall meet the requirements of the City, shall be submitted to the City in conformance with Fire Department Fuel Modification requirements, and shall be approved by the City's landscape consultant.

S. The project shall be landscaped, and continually maintained in substantial conformance with the landscaping plan on file approved by the City's landscape consultant. A detailed landscaping plan shall provide that any trees and shrubs used in the landscaping scheme for this project shall be planted in a way that screens the project development from adjacent streets and neighbors, such that shrubs and trees as they mature do not grow into a hedge or impede any neighbors views and the plan shall provide that all landscaping be maintained at a height no higher than the roof line of the nearest project structure. In addition, the landscaping plan shall provide for screening of the proposed retaining walls with vegetation not to exceed 10 feet in height, and that the vegetation used for screening shall be planted in an offset manner, to prevent it, as it grows from forming a solid hedge. The landscaping plan shall utilize to the maximum extent feasible, plants that are native to the area, are water-wise and are consistent with the rural character of the community. Plants listed as high hazardous plants under RHMC Section 8.30.015 are prohibited.

T. The applicant shall submit a landscaping performance bond or other financial obligation, to be kept on deposit by the City, in the amount of the planting plus irrigation plus 15%. The bond shall be released no sooner than two years after completion of all plantings, subject to a City staff determination that the plantings required for the project are in substantial conformance with approved plans and are in good condition.

The landscaping shall be subject to the requirements of the City's Water Efficient Landscape Ordinance, (Chapter 13.18 of the RHMC).

Pursuant to Chapter 8.30 of the RHMC, the property shall at all times be maintained free of dead trees and vegetation.

U. The retaining walls shall not exceed five feet in height at any point along the walls and shall be constructed according to plan.

V. The setback lines and roadway easement lines in the vicinity of the construction for this project shall remain staked throughout the construction. A construction fence may be required.

W. Perimeter easements, including roadway easements and trails, if any, shall remain free and clear of any of improvements to advance equestrian use and emergency preparedness for evacuation within the City. Where RHCA has demonstrated authority over the easement, the City's Planning Director may grant relief from this condition upon satisfactory proof of permission from RHCA and a legitimate showing that there is no need for the condition to advance equestrian uses and emergency preparedness.

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

Y. *During construction*, the site shall be maintained in a safe manner so as not to threaten the health, safety, or general welfare of the public.

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

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

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

AC. Prior to demolition of any existing structures, an investigation shall be conducted for the presence of hazardous chemicals, lead-based paints or products, mercury and asbestos-containing materials (ACMs). If hazardous chemicals, lead-based paints or products, mercury or ACMs are identified, remediation shall be undertaken in compliance with California environmental regulations and policies.

AD. The property owner and/or his/her contractor/applicant shall be responsible for compliance with the no-smoking provisions in the Municipal Code. The contractor shall not use tools that could produce a spark, including for clearing and grubbing, during red flag warning conditions. Weather conditions can be found at: **http://www.wrh.noaa.gov/lox/main.php?suite=safety&page=hazard_definitions#FIRE**. It

is the sole responsibility of the property owner and/or his/her contractor to monitor the red flag warning conditions.

AE. Storm water shall drain in accordance with the approved grading and drainage plan. Drainage dissipaters shall be constructed outside of any easements. The drainage system shall be approved by the Department of Building and Safety. If an above ground swale and/or dissipater is required, it shall be designed in such a manner as not to cross over any equestrian trails or discharge water onto a trail, shall be stained in an earth tone color, and shall be screened from any trail, road and neighbors' view to the maximum extent practicable, without impairing the function of the drainage system.

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

AG. *During construction*, an Erosion Control Plan containing the elements set forth in Section 7010 of the 2016 County of Los Angeles Uniform Building Code shall be followed to minimize erosion and to protect slopes and channels to control storm water pollution.

AH. The property owners shall be required to conform to the Regional Water Quality Control Board and County Health Department requirements for the installation and maintenance of storm water drainage facilities and septic tank.

AI. The applicant shall pay all of the applicable Building and Safety and Public Works Department fees and Palos Verdes Peninsula Unified School District fees, if any.

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

AK. This Resolution's approvals shall not be effective until the applicants execute an Affidavit of Acceptance of all conditions set forth herein.

AL. All conditions of this Resolution, when applicable, must be complied with prior to the issuance of a grading or building permit from the Building and Safety Department.

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

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

BRAD CHELF, CHAIRMAN

ATTEST:

CHRISTIAN HORVATH, CITY CLERK

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

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

I certify that the foregoing Resolution No. 2023-11 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 22-51 FOR A SITE PLAN REVIEW TO CONSTRUCT A NEW SINGLE-FAMILY RESIDENCE WITH A BASEMENT, ATTACHED GARAGE, FIVE-FOOT-HIGH RETAINING WALLS, NON-EXEMPT GRADING, AND RELATED IMPROVEMENTS; VARIANCES TO CONSTRUCT: (1) A SWIMMING POOL/SPA IN THE FRONT YARD, (2) RETAINING WALLS EXCEEDING AN AVERAGE OF 2½ FEET IN HEIGHT, (3) RETAINING WALLS IN THE FRONT YARD, AND (4) NON-EXEMPT GRADING EXPORT ON A PROPERTY LOCATED AT 4 POPPY TRAIL LANE (LOT 17-A-PT), ROLLING HILLS, CA (ARVIDSON), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

was approved and adopted at a regular meeting of the Planning Commission on September 12, 2023, by the following roll call vote:

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

NOES:

ABSENT:

ABSTAIN:

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

Administrative Offices.

CHRISTIAN HORVATH, CITY CLERK

John Signo

From: Dave Long <dlong@dblsearch.com>
Sent: Tuesday, July 11, 2023 2:00 PM
To: Planning
Subject: Zoning case no. 22-51

Caution: External (dlong@dblsearch.com)

First-Time Sender Details

Report This Email FAQ Protection by INKY

Dear Planning Commission,

Our home is situated directly across proposed the site in Zoning case no. 22-51. We are adamantly opposed to any construction of a family residence that is so low in the canyon and so close to our property. There are no other residences (only stables) that are like what the Arvidson's are proposing in the canyon, and it would permanently destroy the rural ambiance we have enjoyed for twenty plus years living in this beautiful community. Our property and our neighbors' homes will be negatively impacted by the construction noise for an extended period of time, not to mention the future noise associated with a new residence and swimming pool, so close to our properties. Our property values also would be adversely affected. Again, we are adamantly opposed to this project.

Thank you for your consideration.

David Long

4 Poppy Trail Development

TO: Rolling Hills Planning Commission, Mayor, City Council, City Attorney, RHCA, and Neighbors
FROM: The Constant Family, 25 Georgeff Road
DATE: July 18, 2023
RE: July 18, 2023 Regular Planning Commission Meeting Public Hearing Item 9.A.
ZONING CASE NO. 22-51

I'm writing, in addition to commenting at today's planning commission meeting, in case the Zoom technology does not work, as I'm traveling.

I have had serious concerns about the development of 4 Poppy Trail since it was first announced several years ago. Historically, Georgeff Canyon, where 4 Poppy Trail is located, has seen land movement, accompanied by extensive litigation. As the Sunday, July 16, 2023 Daily Breeze article "Water appears likely culprit in landslide" states:

"In 2005, a chunk of hillside in Rolling Hills fell 100 feet onto Poppy Trail, a curving street below. It blocked the road, leaving residents of eight multimillion-dollar homes stranded. It took years of lawsuits to straighten the situation out. In the meantime, the homeowners had to use four-wheel drive vehicles to navigate the slide."

Of course, the Daily Breeze article's main purpose is to place a historical perspective on the very recent Rolling Hills Estates Peartree Lane Landslide that is now international news. I'm sure many of us that live and work in Rolling Hills have received questions from friends and relatives around the world as to how close we are to that civic disaster along with a barrage of other detailed questions. It sure seems like the Ralph's Fresh Faire has been a lot more crowded lately.

There are four major issues with 4 Poppy Trial that I would like to address:

1. Extreme change of development plans indicates a lack of any plan.
2. Landslide
3. Easements
4. Variance

First, the new proposal is an extreme change of plans from what was initially proposed. On first pass, the developer promised that the existing barn would not be demolished, in fact, it would be improved. As Rolling Hills is a noted equestrian community, this promise was taken in good faith, that the developer would leave the existing rural setting of the barn untouched and more importantly, gently improved. As our house at 25 Georgeff Road is directly above the existing

barn, the annoyance of hearing workers pounding and shouting was alleviated by the eventual improvement.

Now, the proposal is to demolish the barn and install a residence. This extreme change of plans is unacceptable, shocking, and really goes against the equestrian community's important stature in keeping Rolling Hills' valuable natural resource of trails, wildlife, and the like, alive. More importantly, extreme changes like this are evidence of a lack of any plan. Extreme changes, strike as desperate and not reasonably considered.

As for the second and most important issue of Landslides, the new design is located on top of a historical slide that crosses my property at 25 Georgeff, my next door neighbor's at 27 Georgeff, and 4 Poppy Trail.

When I was doing due diligence in the purchase of my house, I brought out engineering, geologic, and survey teams to map the slide and to see about remediation. They came back with a report stating that more than simple "remedial grading" would be needed to stabilize the slide area. The extent of remediation would include the building of retaining walls, drains, cut and fill, curbs to channel water, caissons driven deep into the ground, re-landscaping, re-fencing, installing sprinklers, steps/paths for access, sewer lines, etc.

Ultimately, the experts told me that while it could be done, it would be best to leave a natural feature, that may have been there for hundreds of thousands of years, alone, or to move with extreme caution.

In addition, to "fix" the issue would require a ballet of negotiation between neighbors, city, county, engineers, attorneys, construction, and insurance companies. Most importantly, there would be no guarantees of success and as the law of unintended consequences must always be accounted: the fact that my house would be directly above the area's construction zone, there could be further damages incurred, along with potential negligence issues on the existing geologically stable property and structures.

All of the above factors have informed any decisions on the property as we plan for a potential stable, greenhouse, ADU, and pool. With our modus being "proceed with extreme caution and humility".

The new proposal goes against that mantra.

The third issue, easements, relates directly to trail access, property access, canyon fire safety, and the like. As we all know, RHCA easements along all property lines are both legally, and neighborly sacrosanct in this community. The maze of easements that surrounds 4 Poppy Trail are a mix of fire access easements and RHCA property line easements. Easements, despite their root French, are anything but easy, legally.

The development needs a legal analysis and land survey of how all property easement and access points are to be mapped out, ***before*** any planning decisions are made.

Finally, the new plan includes a variance for lot line setbacks, etc. As this variance effects neighboring properties, along with RHCA easements, the variance that is asked for would be considered a Constitutional "taking" and therefore needs to be negotiated by all parties, not simply requested and approved by the planning commission.

In no way should this letter be considered a final analysis of the 4 Poppy Trail development, and all legal rights and remedies past, present, and future are reserved by The Constant Family and The Constant Family Trust.

In closing, I point all invested parties to the 1966 history of Palos Verdes "Time and the Terraced Land" (Howell North Books Page 126) by Augusta Fink. I highlight this quote to emphasize the foreseeability of disaster. Describing the formation of the Palos Verdes Corporation, Augusta writes:

"A complex of carefully planned streets was constructed off the horseshoe-shaped road that served the Vanderlip estate, and 1100 acres of land were opened for homes. A community association was formed to insure the quality of the development and the fashionable Portuguese Bend Club became the nucleus for the new community.

"It was to this community that disaster came in 1956, The landslide which occurred that summer destroyed the club and about one hundred homes. Residents had practically no warning. On August 29th, a water line ruptured. Service crews determined an offset of several inches in the pipe line. Then, within a matter of days, houses started to shift.

"When told to evacuate their homes, residents couldn't or wouldn't believe it. Great, gaping crevices opened up in living areas and sections of ceiling fell. Many residents had to be rescued in the middle of the night. Those who were determined to stick it out lost everything.

"The property involved, about 225 acres, covers a portion of an ancient slide mass, which was know to geologists for many years. In the early 1950s, the Los Angeles County Road Department began construction of Crenshaw Boulevard, from Pacific Coast Highway, across the Palos Verdes Hills to Palos

Verdes Drive South. **Construction work crossed the slide mass, then dormant**."

Bolded emphasis, mine.

Proceed with extreme caution and humility.

The Constant Family looks forward to any further challenges presented.

Sincerely,
Nikos Constant, Esq.
25 Georgeff Road
213-215-5960

John Signo

From: John Lacey <[redacted]>
Sent: Tuesday, September 12, 2023 11:28 AM
To: Planning
Cc: Kathleen Lacey; Roopa Reddy; Allan Stratford
Subject: 4 Poppy Trail

Caution: External (john.lacey@csulb.edu)

First-Time Sender Details

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Planning Commission,

We am sorry that we are unable to attend the meeting this evening due to a prior commitment. We have previously expressed our concern about the location of the proposed structure and the amount of soil to be moved for this project. As you know, a land slide that occurred on this slope caused great harm to us and we do not want the proposed project to put us at risk of having this happen again. We understand that the proposed project is a large, 7,200 square foot, house to be built by a developer for sale. We understand that the amount of soil to be moved has been reduced, but we believe that the size of the project could be reduced and so it could be constructed on the existing pad where there is currently a barn. This change may reduce the potential profit on the project, but we believe that it would reduce the risk of another land slide on our street. We never want to live through another year like the one we endured during the time that our road was buried by the land slide. It put our family, including our three children, at physical risk due to lack of emergency services, it was arduous, and expensive. We implore you not put us at risk of such an event again.

John & Kathleen Lacey
[redacted]

John Signo

From: Dave Long <[redacted]>
Sent: Monday, September 11, 2023 9:57 AM
To: John Signo
Subject: RE: Planning Commission Agendas for Tuesday, March 21, 2023

External ([redacted])

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Thanks John,

I will be there at 6:30 pm. A number of Chuckwagon Road residents are very unhappy about the proposed construction. Not sure how many will be there tomorrow. I also spoke with John Lacey who is very unhappy about it too but unable to attend tomorrow's meeting.

Thanks, Dave Long

DBL Associates
1334 Park View Avenue, Suite 100
Manhattan Beach, CA 90266
[redacted] (office)
(home office)
www.dblsearch.com

From: John Signo <jsigno@cityofrh.net>
Sent: Monday, September 11, 2023 9:40 AM
Subject: Planning Commission Agendas for Tuesday, March 21, 2023

Good morning.

This email is being sent to you because of your involvement with the project at 4 Poppy Trail.

Attached are the Planning Commission agendas for **Tuesday, September 12, 2023**. The agendas and complete packet are on the City's website: https://www.rolling-hills.org/government/agenda/index.php.

The evening meeting will be in-person at City Hall starting at 6:30 p.m.

Let me know if you have any questions.

Regards,

John F. Signo, AICP
Director of Planning and Community Services

CITY OF ROLLING HILLS – CITY HALL
2 Portuguese Bend Road, Rolling Hills CA 90274
O: 310.377.1521

John Signo

From: sharon minkes <[redacted]>
Sent: Monday, September 11, 2023 5:33 PM
To: John Signo
Subject: Re:

Follow Up Flag: Flag for follow up
Flag Status: Flagged

External ([redacted])

Report This Email FAQ Protection by INKY

Hi John , As brought up by another resident, the lights in the canyon , as they come and go, will be directly in our bedroom and master bath windows. This I find very disturbing ! Thanks for your time. Sharon

On Mon, Sep 11, 2023 at 2:11 PM John Signo <jsigno@cityofrh.net> wrote:

> Hi Sharon,
>
> Thank you for your email. Yes, properties within 1,000 feet of the subject property were mailed notices of the public hearing, including those on Georgeff Road and Reata Lane. The applicant has met with abutting property owners about the project.
>
> Your concerns will be shared with the Planning Commission and we hope you can make it to the meeting.
>
> Regards,
>
> **John F. Signo, AICP**
>
> *Director of Planning and Community Services*
>
> **City of Rolling Hills**
>
> 2 Portuguese Bend Road, Rolling Hills CA 90274
>
> 310.377.1521

jsigno@cityofrh.net

From: sharon minkes <[redacted]>
Sent: Monday, September 11, 2023 10:50 AM
To: John Signo <jsigno@cityofrh.net>
Subject:

Hi John, my name is Sharon Minkes, we live directly across the canyon from the proposed # 4 Poppy Trail building. My husband had the buyer over a few years ago, to show him how, this plans , would disrupt the beautiful of our canyons. My husband asked if he was planning on living there, and he had no answer. I am just checking to see if the houses directly above are aware of the proposed building, and digging. This is right next to the horrific land slide that closed Poppy Trail to be closed for 2 years. This land is not stable enough for digging a huge pad. We have already watch the compaction of # 2 and 3 poppy trail, for 2 years. We will try to be at the meeting but if not please express our concerns . Thank you, Sharon And Mark Minkes

4 Poppy Trail Development

TO: Rolling Hills Planning Commission, Mayor, City Council, City Attorney, RHCA, and Neighbors
FROM: The Constant Family, 25 Georgeff Road
DATE: September 12, 2023
RE: September 12, 2023 Regular Planning Commission Meeting Public Hearing Item 9.A.
ZONING CASE NO. 22-51

I'm writing, in addition to commenting at today's planning commission meeting, regarding the following concerns and misreading of the CEQA exemption. These comments are in addition to the previous correspondence I have had with the City of Rolling Hills, Developer, and Project Engineers, both in-person, via ZOOM, and via email.

I have had serious concerns about the development of 4 Poppy Trail since it was first announced several years ago. Historically, Georgeff Canyon, where 4 Poppy Trail is located, has seen land movement, accompanied by extensive litigation. Today's Planning Commission Meeting in regards to approving a CEQA exemption for the project is hasty, ill advised, and in direct violation of CEQA.

While recent litigation over CEQA, as concerns landslides, has favored developers, the current fact pattern, of an existing landslide, known by developer, engineers, and reported to City of Rolling Hills, and neighboring properties, triggers the location exception under CEQA of "unusual circumstances". 4 Poppy Trail is not a "potential landslide" under the Berkley Hills Watershed Coalition v. City of Berkley ruling. In fact, several lot line adjustments were made by City of Rolling Hills, to accommodate slide issues from previous active slides that were subject to litigation.

The Constant Family is opposed to the project and moving forward with the CEQA exemption approval. This letter, in no way, limits any past, present, or future litigation, rights, or remedies under CEQA or any environmental or safety regulations under State or Federal law. I look forward to any future challenges presented.

Sincerely,
Nikos Constant, Esq.
25 Georgeff Road

From: Gregory Becker <[redacted]>
Sent: Tuesday, September 12, 2023 4:13 PM
To: John Signo <jsigno@cityofrh.net>
Cc: [redacted]
Subject: 4 Poppy Trail

Good afternoon, John,

Dave Long brought tonight's hearing to my attention. I thought the sticks in the canyon were for a hillside barn associated with Reata Lane properties, not a 7,000 sq ft house in a canyon. In briefly reviewing the agenda pdf, which I have attached, I have several concerns which I do not believe can be properly addressed in such a short period of time. As such, it is my hope that no decision will be rendered tonight so that our neighborhood better understands what is being considered.

At first glance, if the long, wide and windy driveway that is proposed is built, what impact will it have on the ambiance of the rustic setting?

Will lights be shining up and down the canyons after sunset?

Will the driveway meet the fire code standards? I understand that these strict standards require extremely wide driveways in order to accommodate emergency service vehicles and their turn around space. With the slope and curves, I presume the width will have to be greater than the minimum standards. The turn around space in and of itself will need to be a large footprint. Probably substantially larger than the area silhouetted by the sticks.

Will there be grading and drainage engineered into the driveway to protect against erosion and land disturbance?

Will utilities be brough underground or will power lines be installed in this "high fire zone?" You may not be aware that the wind blows up the canyons between Chuckwagon, Bowie and Reata Lane and strengthens as the ravines tighten. All it takes is one dry and windy Santa Ana coupled with a sparking muffler or a downed power line to exacerbate what could be a dangerous fire condition.

With the importance of the issues and the clear possibility of the lack of neighborhood understanding, I believe further inquiry is warranted before approving the project.

The Law Office of Gregory I. Becker
A Professional Corporation
1711 Via El Prado, Suite 103 B
Redondo Beach, CA 90277
WILLS * TRUSTS * PROBATE LAW
[redacted] Office Phone
[redacted] Office Fax
Schedule a Meeting
Questionnaire: [redacted]

John Signo

From: Gregory Becker <gregorybecker@gregorybecker.com>
Sent: Thursday, September 14, 2023 3:40 PM
To: John Signo; Kathryn Bishop
Subject: RE: 4 Poppy Trail

Follow Up Flag: Follow up
Flag Status: Flagged

External (gregorybecker@gregorybecker.com)

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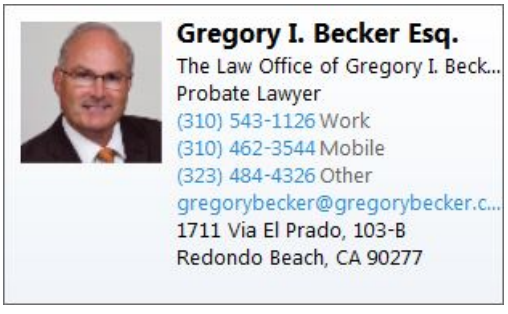
Hi John,

My concern is the lights from cars that enter the canyon and shine on the backs of the houses and into their living spaces.

The Law Office of Gregory I. Becker
A Professional Corporation
1711 Via El Prado, Suite 103 B
Redondo Beach, CA 90277

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Questionnaire: www.gregorybecker.com/form.html



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From: John Signo <jsigno@cityofrh.net>
Sent: Thursday, September 14, 2023 3:30 PM
To: Gregory Becker <gregorybecker@gregorybecker.com>; Kathryn Bishop <kbishop@rhca.net>
Subject: RE: 4 Poppy Trail

Hi Gregory,

The City's lighting requirements are found in RHMC Section 17.16.190.E found here:
https://library.municode.com/ca/rolling_hills/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.16REAGBUZO_17.16.190ADREDEST

Best,

John F. Signo, AICP
Director of Planning and Community Services

City of Rolling Hills
2 Portuguese Bend Road, Rolling Hills CA 90274
310.377.1521
jsigno@cityofrh.net

From: Gregory Becker <gregorybecker@gregorybecker.com>
Sent: Thursday, September 14, 2023 10:30 AM
To: Kathryn Bishop <kbishop@rhca.net>
Cc: John Signo <jsigno@cityofrh.net>
Subject: RE: 4 Poppy Trail

Thanks Kathryn.

The Law Office of Gregory I. Becker
A Professional Corporation
1711 Via El Prado, Suite 103 B
Redondo Beach, CA 90277

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Gregory I. Becker Esq.
The Law Office of Gregory I. Beck...
Probate Lawyer
(310) 543-1126 Work
(310) 462-3544 Mobile
(323) 484-4326 Other
gregorybecker@gregorybecker.c...
1711 Via El Prado, 103-B
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From: Kathryn Bishop <kbishop@rhca.net>
Sent: Thursday, September 14, 2023 10:29 AM
To: Gregory Becker <gregorybecker@gregorybecker.com>
Cc: John Signo <jsigno@cityofrh.net>
Subject: RE: 4 Poppy Trail

I think there may be some confusion and I am looping in John from the city.

The RHCA does review lighting plans for the locations and fixture design on a property to make sure it complies with RHCA Building Regulations, attached. While we have specific regulations on lighting on structures and garden lighting, I have never dealt with vehicle lighting impact on adjoining properties and wonder if this is something addressed in the City's lighting ordinance. John can you help clarify this?

Kathryn Bishop, Architectural Inspector
Rolling Hills Community Association
1 Portuguese Bend Road
Rolling Hills, CA 90274
www.RHCA.org
310-544-6222

From: Gregory Becker <gregorybecker@gregorybecker.com>
Sent: Thursday, September 14, 2023 9:55 AM
To: Kathryn Bishop <kbishop@rhca.net>
Subject: RE: 4 Poppy Trail

During the meeting commissioner Kirkpatrick mentioned that the HOA would deal with the lighting issue that I raised. I heard nothing about hedges or a deed restriction requiring growth and permitting entry to enforce the restriction.

Again, my concern is cars driving up the driveway shine lights up at the houses along the canyon. I would like to think that with attention to this issue early on, something can be done to prevent or address this issue.

The Law Office of Gregory I. Becker
A Professional Corporation
1711 Via El Prado, Suite 103 B
Redondo Beach, CA 90277

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From: Kathryn Bishop <kbishop@rhca.net>
Sent: Thursday, September 14, 2023 9:21 AM
To: Gregory Becker <gregorybecker@gregorybecker.com>
Subject: RE: 4 Poppy Trail

Good morning Greg-
Your concern should be addressed by the City because access is mainly a city issue. Was there any condition, like requiring hedging or trees block the vehicle lights, included in the resolution of approval?

If plans were unanimously approved by the Commission, the applicant can submit for RHCA approval. We review plans for aesthetics of the structures.
Thanks!

Kathryn Bishop, Architectural Inspector
Rolling Hills Community Association
1 Portuguese Bend Road
Rolling Hills, CA 90274
www.RHCA.org
310-544-6222

From: Gregory Becker <gregorybecker@gregorybecker.com>
Sent: Thursday, September 14, 2023 9:00 AM
To: Kathryn Bishop <kbishop@rhca.net>
Subject: 4 Poppy Trail

Hi Kathryn,

I was at the 4 Poppy Trail planning commission meeting. It was approved. It now goes to HOA and City Council. Which goes first?

My concern is the lights from cars driving up and down the driveway at night.

The Law Office of Gregory I. Becker
A Professional Corporation
1711 Via El Prado, Suite 103 B
Redondo Beach, CA 90277

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ARVIDSON RESIDENCE

4 POPPY TRAIL LANE , CALIFORNIA



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

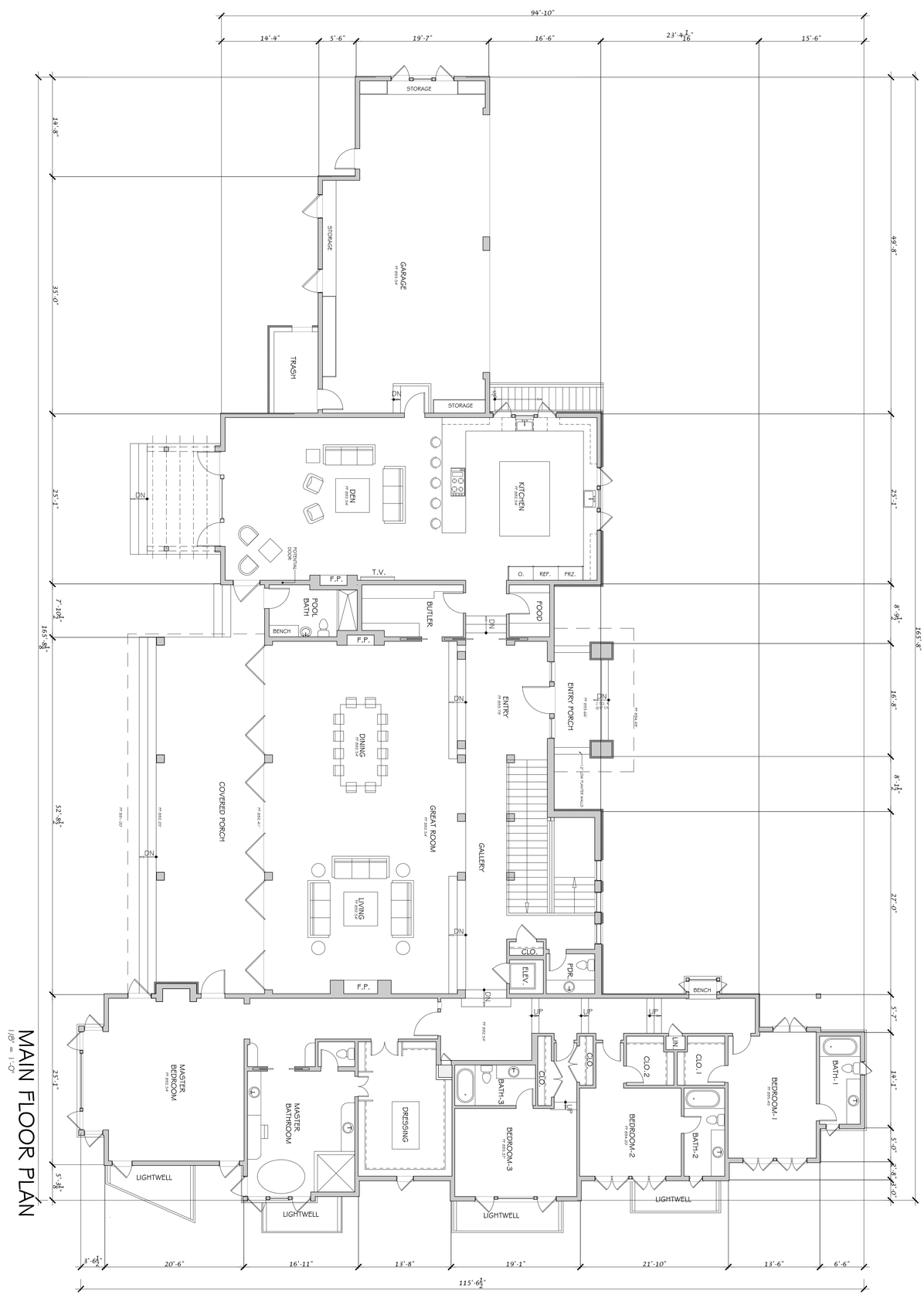
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CRISS C GUNDERSON • AIA ARCHITECT
2417 Sunnyside Ridge Road, Rancho Palos Verdes, CA 90275 • 310.373.8077 • Criss@Criss-Gunderson-Architect.com

ARVIDSON RESIDENCE
4 POPPY TRAIL LANE, CALIFORNIA

1.1

9/1/2023 10:51 AM



MAIN FLOOR PLAN
1/8" = 1'-0"

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

JOB NORTH

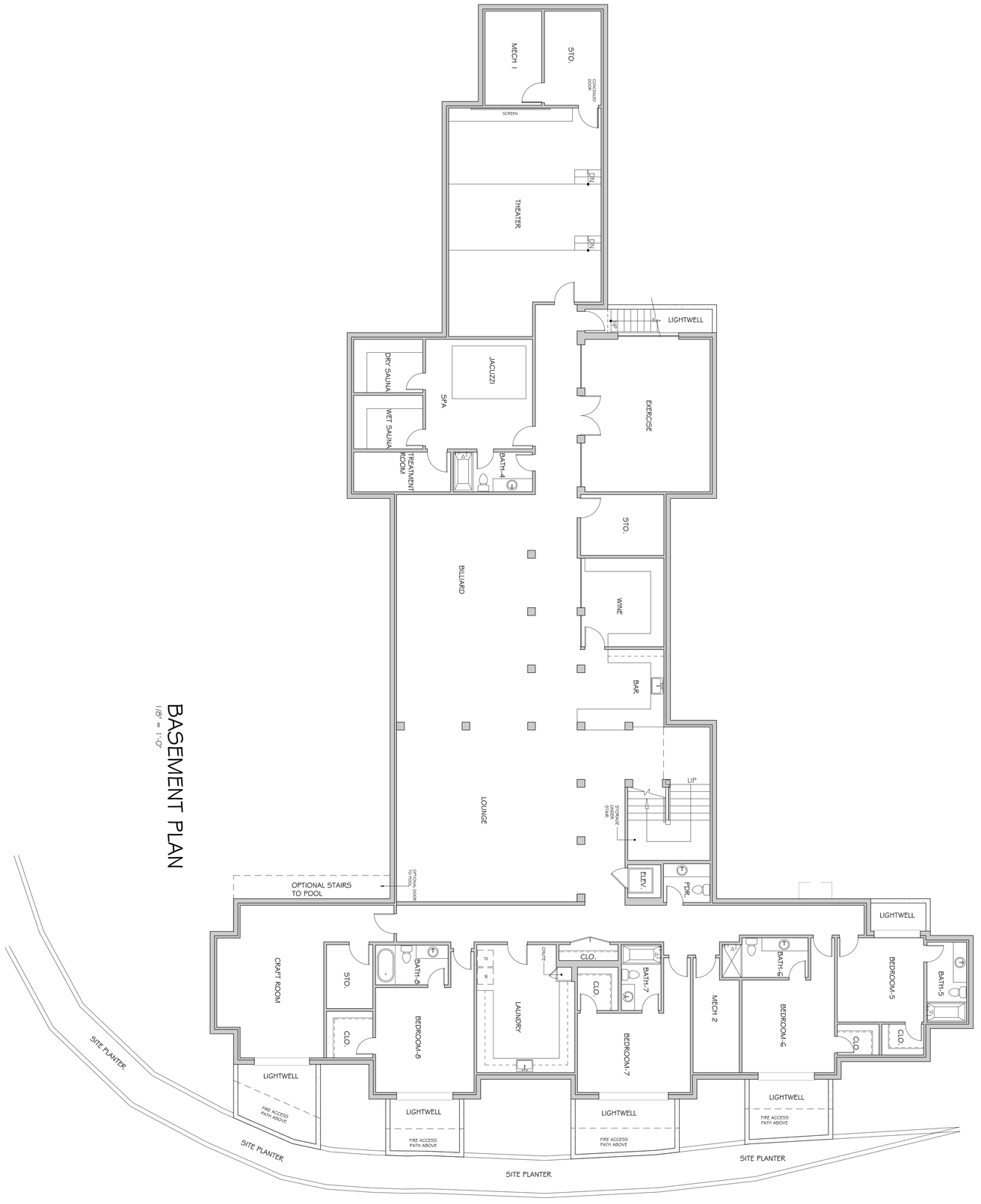
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2.1

ARVIDSON RESIDENCE

4 POPPY TRAIL LANE, CALIFORNIA

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BASEMENT PLAN

1/8" = 1'-0"

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CRISS C GUNDERSON
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STATE OF CALIFORNIA

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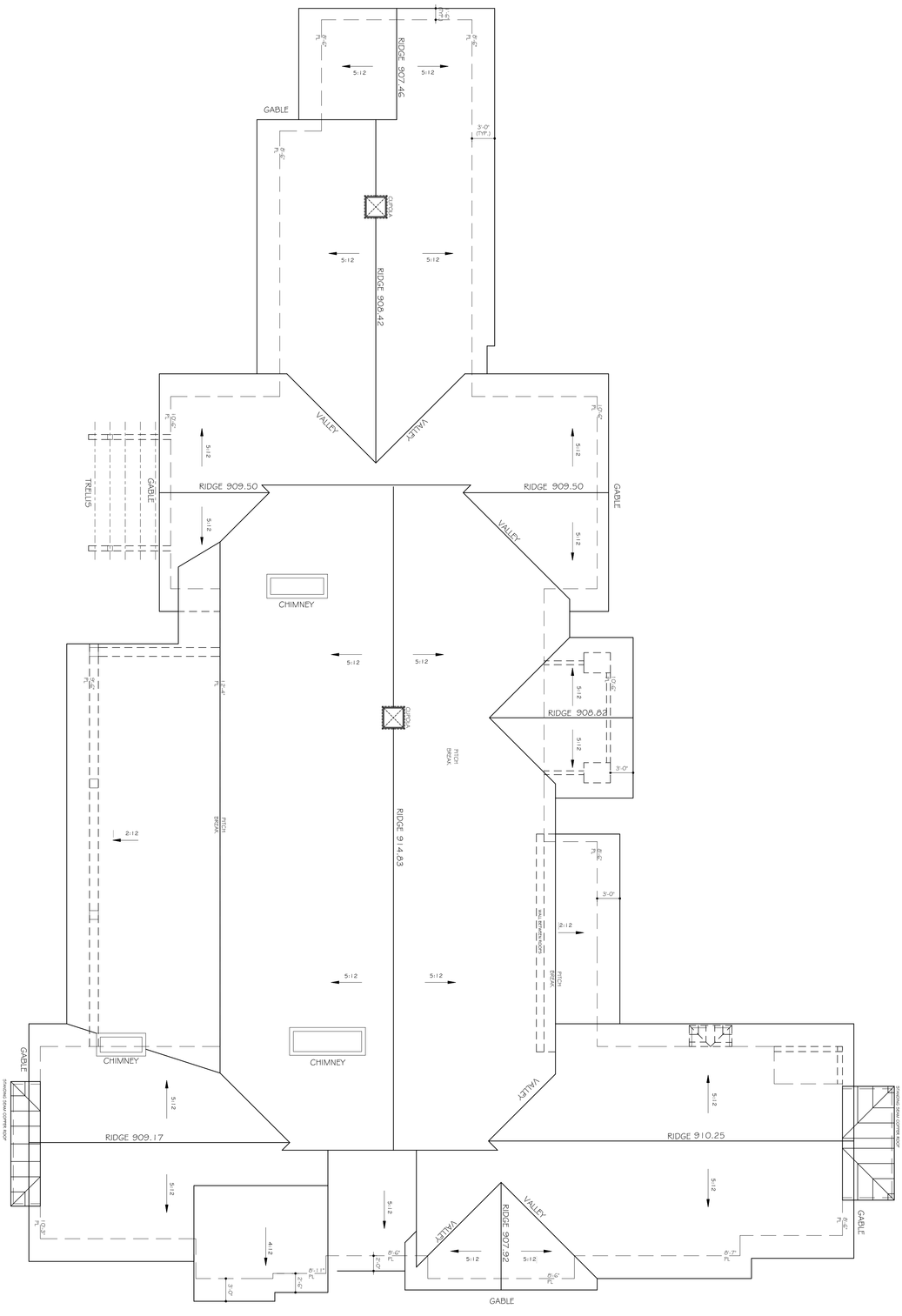
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2.2

ARVIDSON RESIDENCE

4 POPPY TRAIL LANE, CALIFORNIA

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



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

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

JOB NORTH

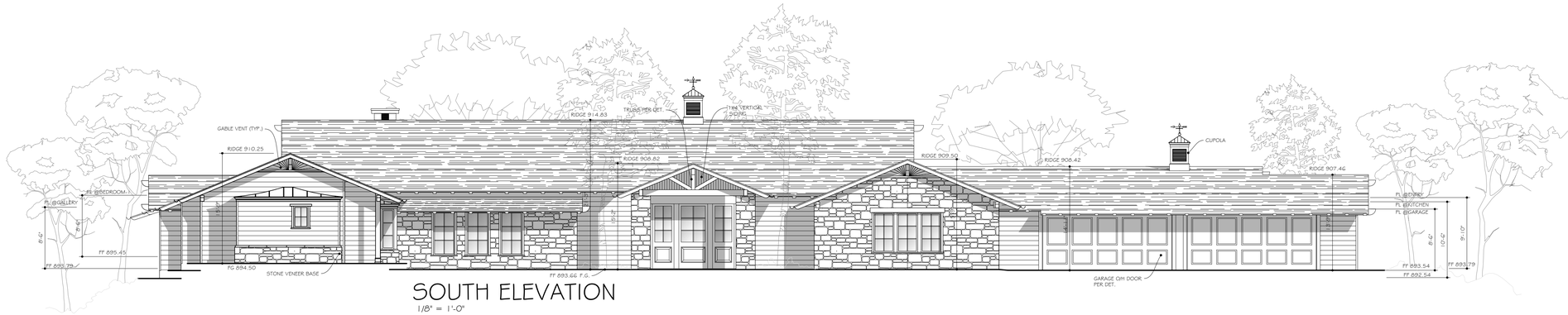
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3.1

ARVIDSON RESIDENCE

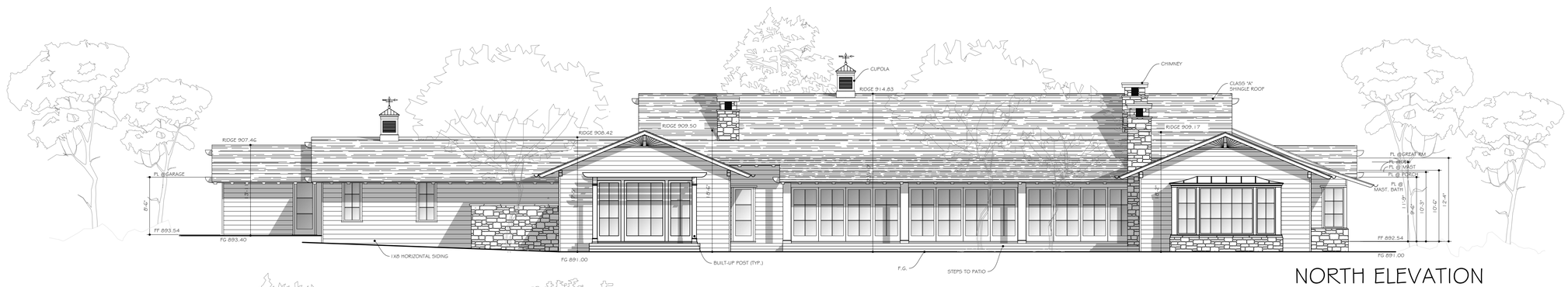
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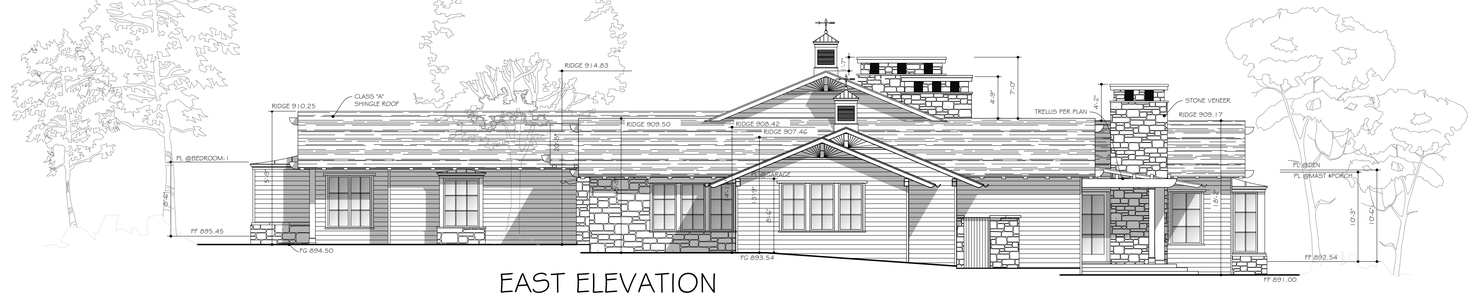
SOUTH ELEVATION

1/8" = 1'-0"



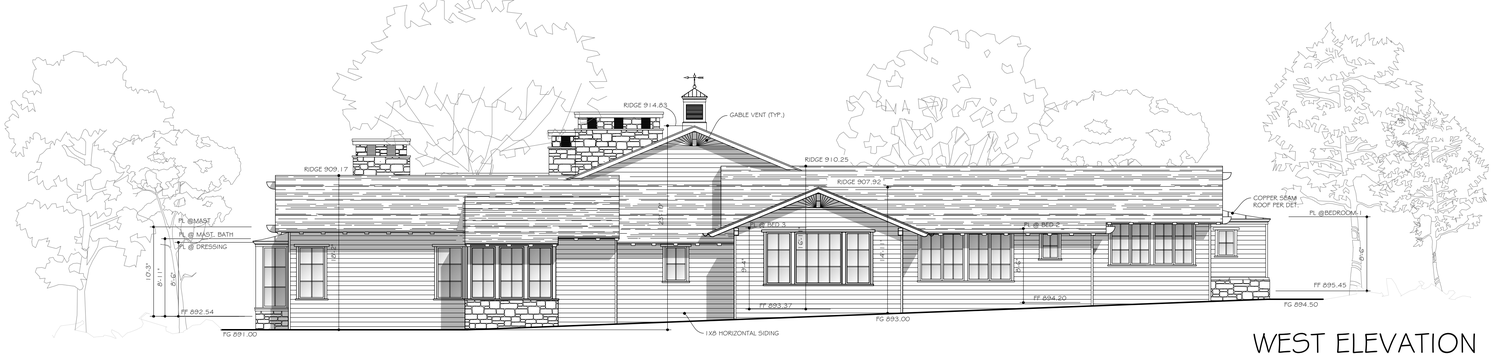
NORTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"



WEST ELEVATION

1/8" = 1'-0"

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

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

ARVIDSON RESIDENCE

4 POPPY TRAIL LANE, CALIFORNIA

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

4.1

9/1/2023 10:51 AM

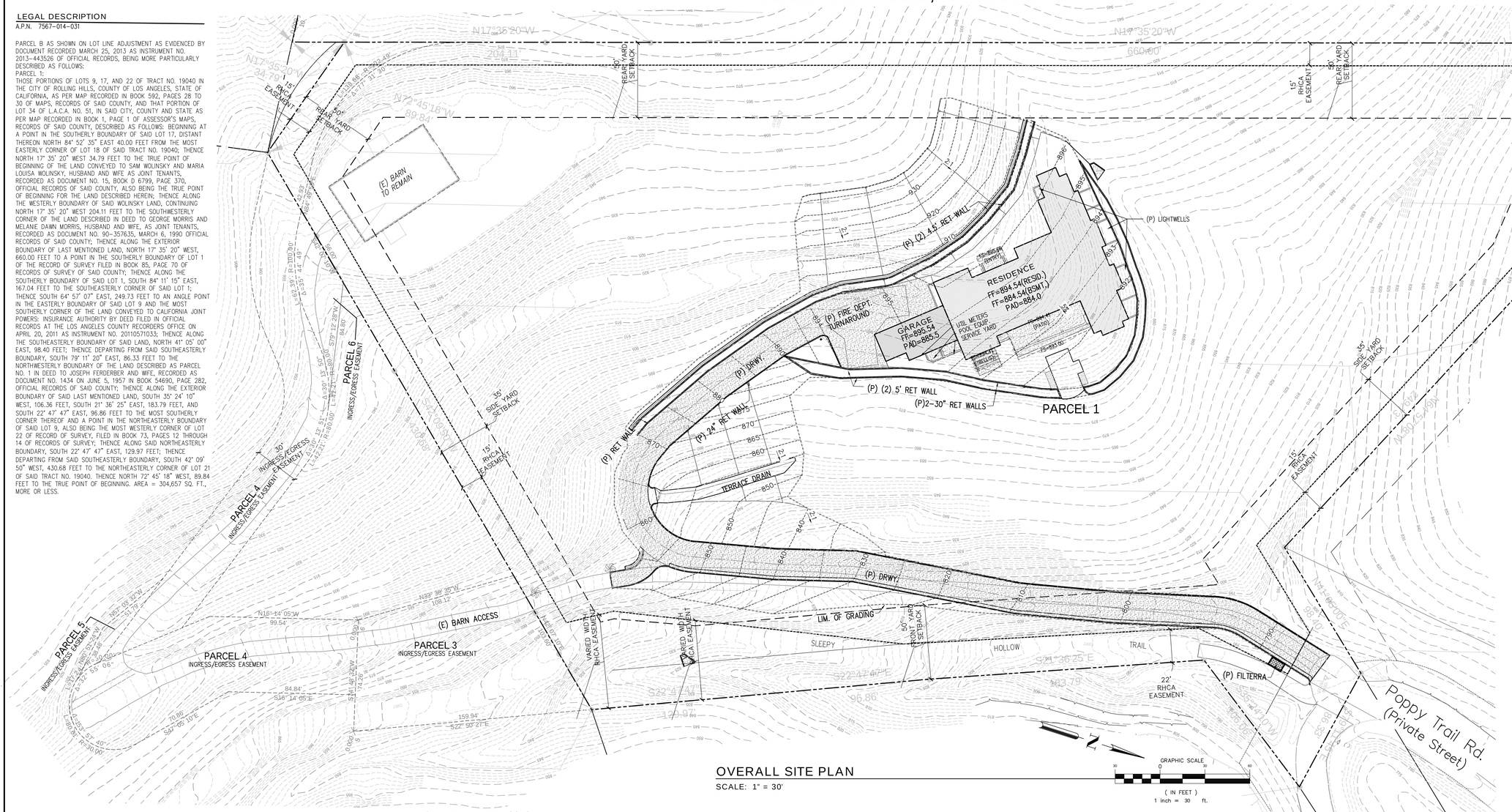
ARVIDSON RESIDENCE

4 POPPY TRAIL
ROLLING HILLS, CA 90274

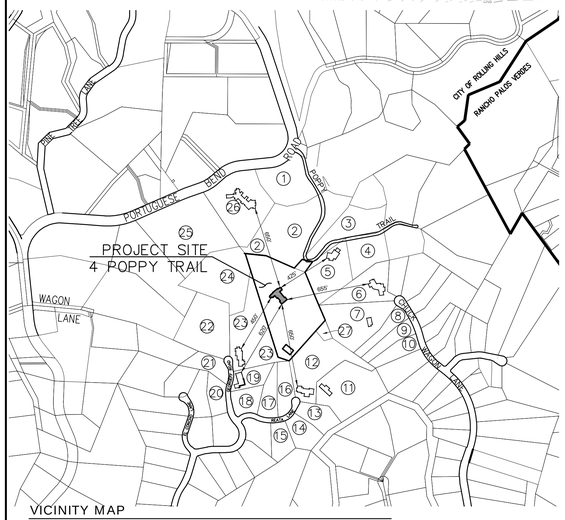
LEGAL DESCRIPTION

A.P.N. 7567-014-031

PARCEL B AS SHOWN ON LOT LINE ADJUSTMENT AS EVIDENCED BY DOCUMENT RECORDED MARCH 25, 2013 AS INSTRUMENT NO. 2013-443526 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
PARCEL 1:
THOSE PORTIONS OF LOTS 9, 17, AND 22 OF TRACT NO. 19040 IN THE CITY OF ROLLING HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 592, PAGES 28 TO 30 OF MAPS, RECORDS OF SAID COUNTY, AND THAT PORTION OF LOT 34 OF L.A.C.A. NO. 51, IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK 1, PAGE 1 OF ASSESSOR'S MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY OF SAID LOT 17, DISTANT THEREON NORTH 84° 52' 35" EAST 40.00 FEET FROM THE MOST EASTERLY CORNER OF LOT 18 OF SAID TRACT NO. 19040; THENCE NORTH 17° 35' 20" WEST 34.79 FEET TO THE TRUE POINT OF BEGINNING OF THE LAND CONVEYED TO SAM WOLINSKY AND MARIA LOUISA WOLINSKY, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED AS DOCUMENT NO. 15, BOOK D 6799, PAGE 370, OFFICIAL RECORDS OF SAID COUNTY, ALSO BEING THE TRUE POINT OF BEGINNING FOR THE LAND DESCRIBED HEREIN; THENCE ALONG THE WESTERLY BOUNDARY OF SAID WOLINSKY LAND, CONTINUING NORTH 17° 35' 20" WEST 204.11 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO GEORGE MORRIS AND MELANIE DAWN MORRIS, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED AS DOCUMENT NO. 90-357635, MARCH 6, 1990 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EXTERIOR BOUNDARY OF LAST MENTIONED LAND, NORTH 17° 35' 20" WEST, 660.00 FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF LOT 1 OF THE RECORD OF SURVEY FILED IN BOOK 85, PAGE 70 OF RECORDS OF SURVEY OF SAID COUNTY; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, SOUTH 84° 11' 15" EAST, 167.04 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTH 64° 57' 07" EAST, 249.73 FEET TO AN ANGLE POINT IN THE EASTERLY BOUNDARY OF SAID LOT 9 AND THE MOST SOUTHERLY CORNER OF THE LAND CONVEYED TO CALIFORNIA JOINT POWERS: INSURANCE AUTHORITY BY DEED FILED IN OFFICIAL RECORDS AT THE LOS ANGELES COUNTY RECORDERS OFFICE ON APRIL 20, 2011 AS INSTRUMENT NO. 20110571033; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LAND, NORTH 41° 05' 00" EAST, 98.40 FEET; THENCE DEPARTING FROM SAID SOUTHEASTERLY BOUNDARY, SOUTH 79° 11' 20" EAST, 86.33 FEET TO THE NORTHWESTERLY BOUNDARY OF THE LAND DESCRIBED AS PARCEL NO. 1 IN DEED TO JOSEPH FERDERBER AND WIFE, RECORDED AS DOCUMENT NO. 1434 ON JUNE 5, 1957 IN BOOK 54690, PAGE 282, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID LAST MENTIONED LAND, SOUTH 35° 24' 10" WEST, 106.36 FEET, SOUTH 21° 36' 25" EAST, 183.79 FEET, AND SOUTH 22° 47' 47" EAST, 96.86 FEET TO THE MOST SOUTHERLY CORNER THEREOF AND A POINT IN THE NORTHEASTERLY BOUNDARY OF SAID LOT 9, ALSO BEING THE MOST WESTERLY CORNER OF LOT 22 OF RECORD OF SURVEY, FILED IN BOOK 73, PAGES 12 THROUGH 14 OF RECORDS OF SURVEY; THENCE ALONG SAID NORTHEASTERLY BOUNDARY, SOUTH 22° 47' 47" EAST, 129.97 FEET; THENCE DEPARTING FROM SAID SOUTHEASTERLY BOUNDARY, SOUTH 42° 09' 50" WEST, 430.68 FEET TO THE NORTHEASTERLY CORNER OF LOT 21 OF SAID TRACT NO. 19040. THENCE NORTH 72° 45' 18" WEST, 89.84 FEET TO THE TRUE POINT OF BEGINNING. AREA = 304,657 SQ. FT., MORE OR LESS.



OVERALL SITE PLAN
SCALE: 1" = 30'



VICINITY MAP
SCALE: 1" = 500'

VICINITY MAP ADDRESSES

ID No.	Address/APN
1	7567-001-017 #0 POPPY TRAIL
2	7567-001-018 #1 POPPY TRAIL
3	7567-001-016 #2 POPPY TRAIL
4	7567-001-013 #7 POPPY TRAIL
5	7567-001-008 #3 POPPY TRAIL
6	7567-006-024 #44 CHUCKWAGON
7	7567-006-025 VACANT LAND
8	7567-006-026 #40 CHUCKWAGON
9	7567-006-027 #38 CHUCKWAGON
10	7567-006-028 #36 CHUCKWAGON
11	7567-014-026 #9 REATA LANE
12	7567-014-025 #8 REATA LANE
13	7567-014-027 #7 REATA LANE
14	7567-014-028 #5 REATA LANE
15	7567-015-007 #3 REATA LANE
16	7567-014-024 #6 REATA LANE
17	7567-014-023 #2 REATA LANE
18	7567-014-022 #23 GEORGEFF ROAD
19	7567-014-021 #25 GEORGEFF ROAD
20	7567-014-010 #22 GEORGEFF ROAD
21	7567-014-018 #24 GEORGEFF ROAD
22	7567-014-012 #26 GEORGEFF ROAD
23	7567-014-019 #27 GEORGEFF ROAD
24	7567-014-013 VACANT LAND
25	7569-007-003 26 PORTUGUESE BEND RD
26	7569-007-002 24 PORTUGUESE BEND RD
27	7567-014-017 VACANT LOT

Owner: Andy Arvidson
4 Poppy Trail

Legal Description

Address: 4 Poppy Trail
Rolling Hills, CA 90274

APN: 7567-014-031

Tract: No. 19040

Lot: Portion of Lots 9, 17 and 22

Zoning Summary

Zone: RAS-2

Setbacks:

Front:	50'
Rear:	50'
Side:	35'
Equestrian:	N/A

Required Reviews:
Site Plan Review:
~ New Residence
~ New Pool
~ New Retaining Walls
~ Proposed Grading

Variance: Pool in Front Yard
Soil Export

Conditional Use Permit: N/A

Project Summary

Work Description: Construction of new residence w/ basement, new garage, service yard, new pool & spa, new covered porches & trellis and new site

Low Impact Development

Designated Project: Yes

Selected BMPs: Filterra

Consultants

Civil Engineer
Dan Bolton RCE63290
Bolton Engineering Corporation
25834 Narbonne Ave. Suite 210
Lomita, CA 90717

Architect
Criss C Gunderson
Criss C Gunderson Architects
2417 Sunnyside Ridge Road
Rancho Palos Verdes, CA 90275

Soils & Geology N/A

LEGEND

PROPERTY LINE
EASEMENT
SETBACK
EXISTING STRUCTURE
PROPOSED CONCRETE
PROPOSED COVERED PORCH
PROPOSED STRUCTURE
PROPOSED BASEMENT
PROPOSED POOL
PROPOSED RETAINING WALL
800 EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
-800- FUTURE MAJOR CONTOUR

ACRONYMS

(E)	EXISTING
EP	EDGE OF PAD
(P)	PROPOSED
FF	FINISHED FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE

INDEX OF SHEETS:

C0.0	OVERALL SITE PLAN
C0.1	EXISTING SITE CONDITIONS
C1.0	PROPOSED SITE PLAN
C1.1	SECTIONS
C1.2	SECTIONS (cont'd)
C2.0	CIVIL DETAILS
CM	COLOR SITE MAP
CN	CUT FILL COLOR MAP

FOR PLANNING PURPOSES ONLY

Revisions	By

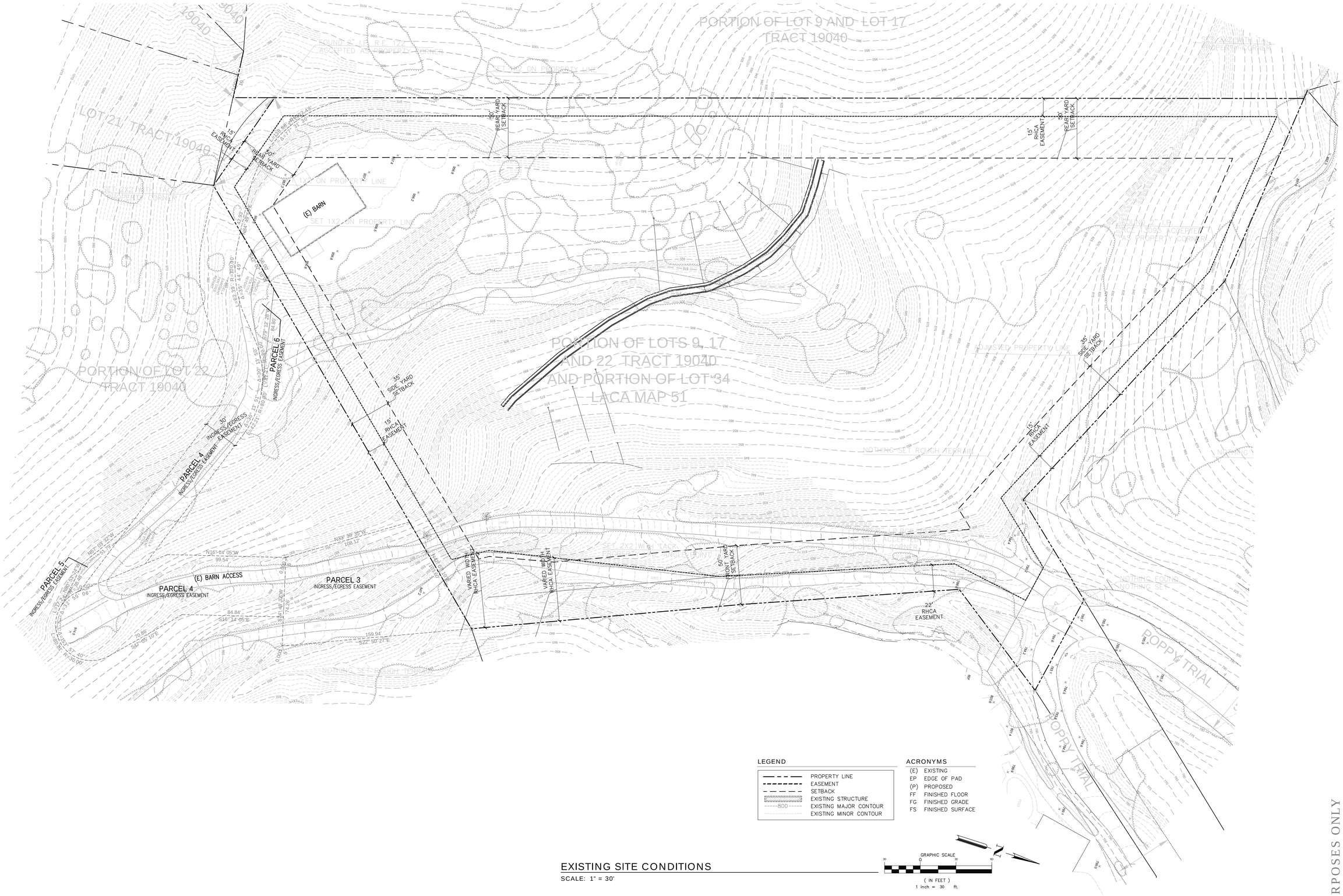
BOLTON ENGINEERING CORP.
BEC

CLIENT: ANDY ARVIDSON
4 POPPY TRAIL
ROLLING HILLS, CALIF.

TITLE: OVERALL SITE PLAN
NEW RESIDENCE
4 POPPY TRAIL
ROLLING HILLS, CA 90274

Date: August 29, 2023
Scale: AS SHOWN
Drawn: JPD
Checked: DJB
Job No. 20333
Sheet C0.0
Of 7 Sheets

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EXISTING SITE CONDITIONS

SCALE: 1" = 30'

LEGEND

- PROPERTY LINE
- EASEMENT
- SETBACK
- EXISTING STRUCTURE
- 800 EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

ACRONYMS

(E)	EXISTING
EP	EDGE OF PAD
(P)	PROPOSED
FF	FINISHED FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE

GRAPHIC SCALE

30 0 30 60

(IN FEET)

1 inch = 30 ft.

Revisions	By

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DAVID J. BOLTON LS 8958 EXP 9/30/24 STATE OF CALIFORNIA

CLIENT: ANDY ARVIDSON
4 POPPY TRAIL
ROLLING HILLS, CALIF.

FOR PLANNING PURPOSES ONLY

TITLE: EXISTING SITE CONDITIONS
NEW RESIDENCE
4 POPPY TRAIL
ROLLING HILLS, CA 90274

Date: August 29, 2023
Scale: AS SHOWN
Drawn: JPD
Checked: DJB
Job No. 20333
Sheet C0.1
Of 7 Sheets

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Revisions	By

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CLIENT: ANDY ARVIDSON
4 POPPY TRAIL
ROLLING HILLS, CALIF.

FOR PLANNING PURPOSES ONLY

TITLE: PROPOSED SITE PLAN
NEW RESIDENCE
4 POPPY TRAIL
ROLLING HILLS, CA 90274

Date:	August 29, 2023
Scale:	AS SHOWN
Drawn:	JPD
Checked:	DJB
Job No.	20333
Sheet	C1.0
	0f 7 Sheets

PROPOSED SITE CONDITIONS

SCALE: 1" = 20'

GRAPHIC SCALE
30 0 20 40
(IN FEET)
1 inch = 20 ft.

EARTHWORK ESTIMATE

SITE EXCAVATION:	7,850cy
BSMT. EXCAVATION	3,105cy
POOL EXCAVATION	100cy
OVEREXCAVATION:	4,750cy
TOTAL EXCAVATION:	15,905cy
SITE EMBANKMENT:	3,750cy
RECOMPACTION:	5,120cy
TOTAL EMBANKMENT:	8,870cy
TOTAL GRADING:	24,775cy
EXPORT:	7,035 (Total)
EXPORT:	3,830 (Less exempt)

WALL HEIGHT COMPUTATION

WALL	H, height (feet)	L, length (feet)	A HxL (sq.ft.)
WALL A	4.5'	775'	3,488
WALL B	2.5'	585'	1,463
WALL C	5.0'	220'	1,100
WALL D	2.5'	94'	235
WALL E	0.5'	515'	258
WALL F	1.5'	170'	255
WALL G	0.5'	450'	225
TOTAL:		2809'	7,023

AVG. HEIGHT = TOTAL A / TOTAL L
= 7,023s.f. / 2,8097ft.
= 2.50'

LEGEND

- PROPERTY LINE
- EASEMENT
- SETBACK
- EXISTING STRUCTURE
- PROPOSED CONCRETE
- PROPOSED COVERED PORCH
- PROPOSED STRUCTURE
- PROPOSED BASEMENT
- PROPOSED POOL
- PROPOSED RETAINING WALL
- 800 EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- 800 FUTURE MAJOR CONTOUR

ACRONYMS

(E)	EXISTING
EP	EDGE OF PAD
(P)	PROPOSED
FF	FINISHED FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE
WL	WATER LEVEL

Landscape Planting Notes:

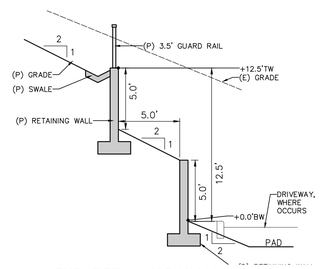
Landscape recommendations for slope grading:

SOIL
- Once onsite slopes are rough graded with native material, the slopes shall be topped with non-expansive local sand-based soil that is free of organic materials and is free of weed seeds. The top soil material shall be anchored with jute mesh or equivalent material to minimize erosion and transport.
- B.D. White Topsoil Company, 19205 South Prairie Ave., Torrance, stockpiles sub-soils that have been excavated in South Bay cities and that fits the soil profile of the existing soil of the slope.

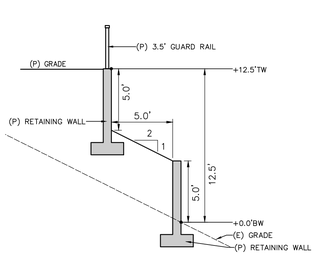
PLANT MATERIAL
- Due to the size of the proposed slopes, hydro-seeding is anticipated to be the optimum method for vegetative coverage.
- The species composition will be ideally the same species that were native historically to this area and will be sourced locally from local seed stock.
- The main benefit of the above include the ability to survive a challenging environment without supplemental water after they have been established. A supplemental benefit will be that local wildlife will be attracted to this island of natural habitat.
- Local seed stock should be available from the Palos Verdes Peninsula Land Conservancy or Natural Landscapes can supply the material with advance notice.

Below is a list of native coastal bluff and dune species that will be at home on the slope:

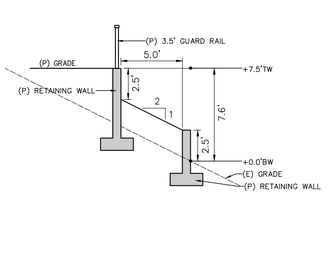
Eriogonum parvifolium	Dune Buckwheat
Eriogonum cinereum	Ashy-leaf Buckwheat
Acmispon glaber var. glaber	Deer Vetch
Encelia californica	Bush Sunflower
Ericameria ericoides	Mock Heather
Isocoma menziesii var. vernonoides	Coast Goldenbush
Artemisia californica	Coastal Sagebrush
Nassella pulchra	Purple Needle Grass
Eschscholtzia californica	Coastal California Poppy



TYP. RETAINING WALL 1

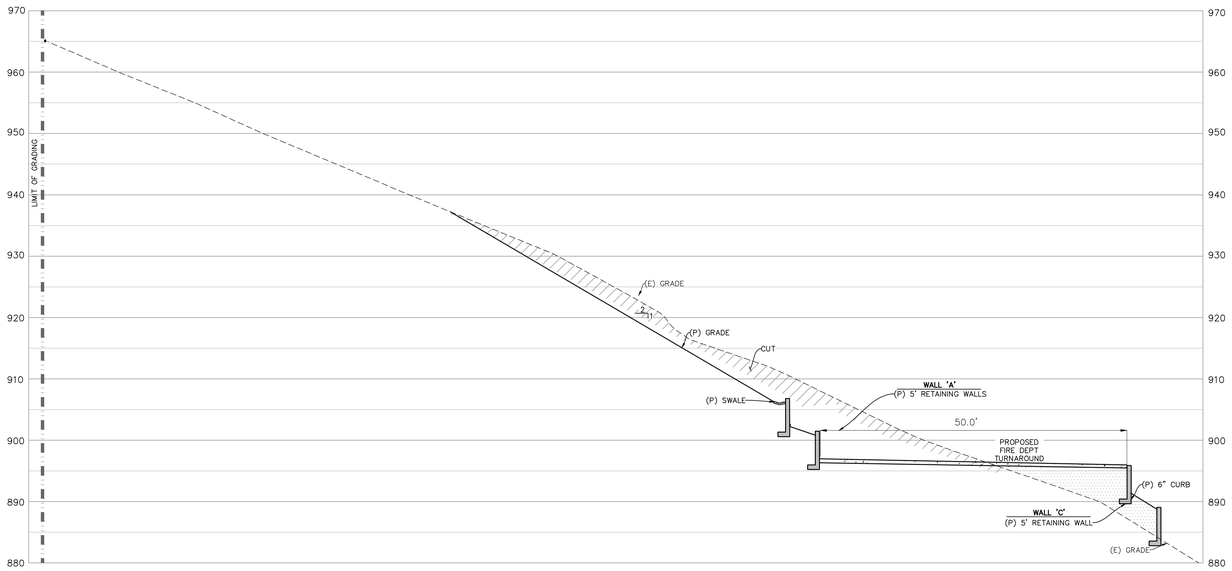


TYP. RETAINING WALL 2



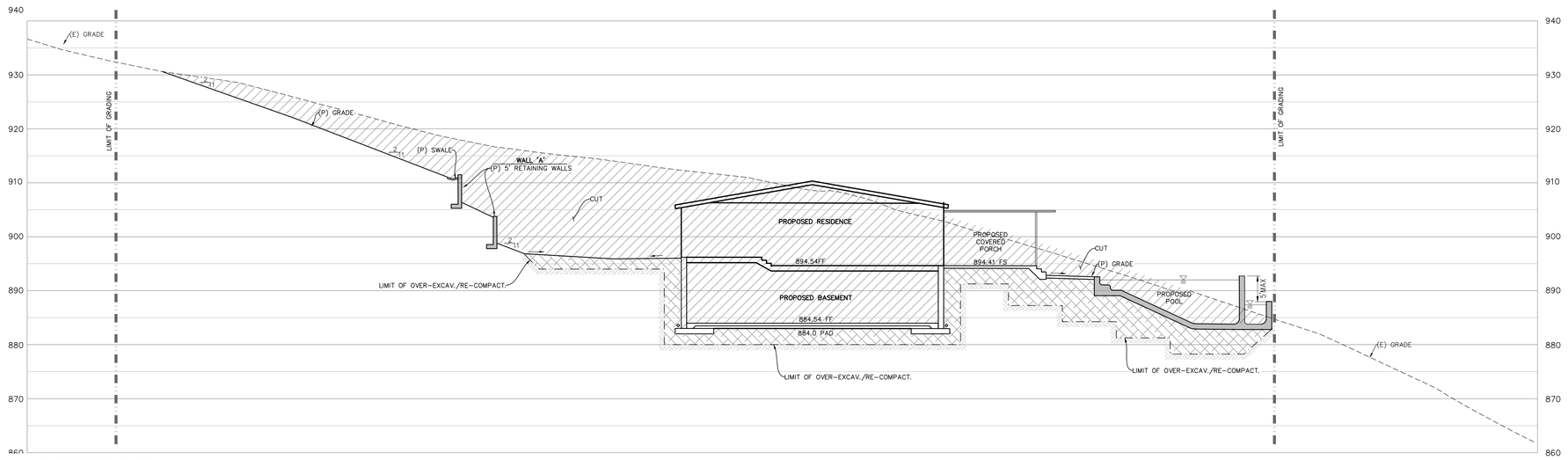
TYP. RETAINING WALL 3

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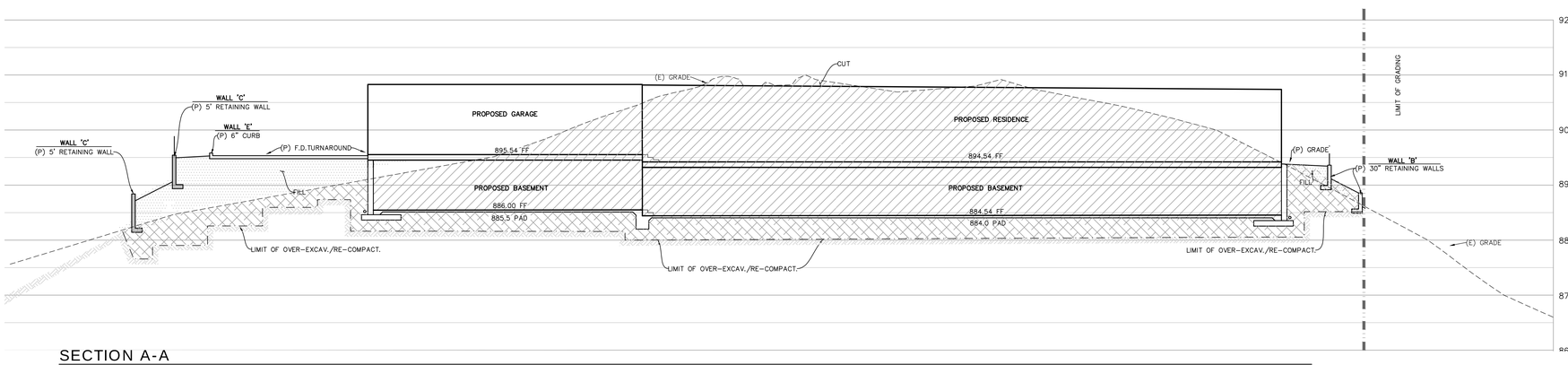
SECTION C-C

SCALE: 1" = 10'



SECTION B-B

SCALE: 1" = 10'



SECTION A-A

SCALE: 1" = 10'

SECTIONS LEGEND

- PROPERTY LINE
- EASEMENT
- SETBACK
- EXISTING GRADE
- PROPOSED GRADE
- (P) LIMIT OF GRADING
- (P) FENCE
- (P) CUT
- (P) FILL
- (P) OVER-EXCAVATION

Revisions	By

BOLTON ENGINEERING CORP.

BEC

CLIENT: ANDY ARVIDSON
4 POPPY TRAIL
ROLLING HILLS, CALIF.

FOR PLANNING PURPOSES ONLY

TITLE: SECTIONS
NEW RESIDENCE
4 POPPY TRAIL
ROLLING HILLS, CA 90274

Date:	August 29, 2023
Scale:	AS SHOWN
Drawn:	JPD
Checked:	DJB
Job No.	20333
Sheet	C1.1
	Of 7 Sheets

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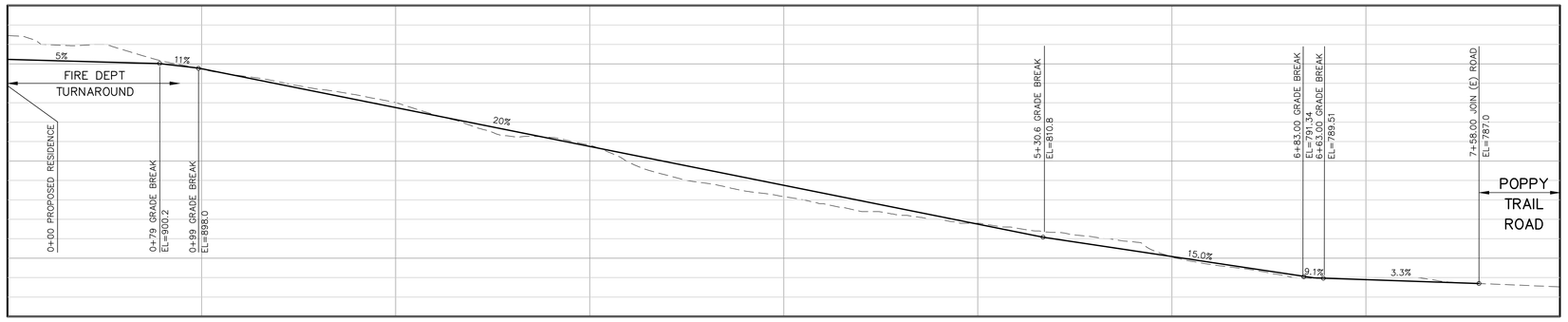
Revisions	By

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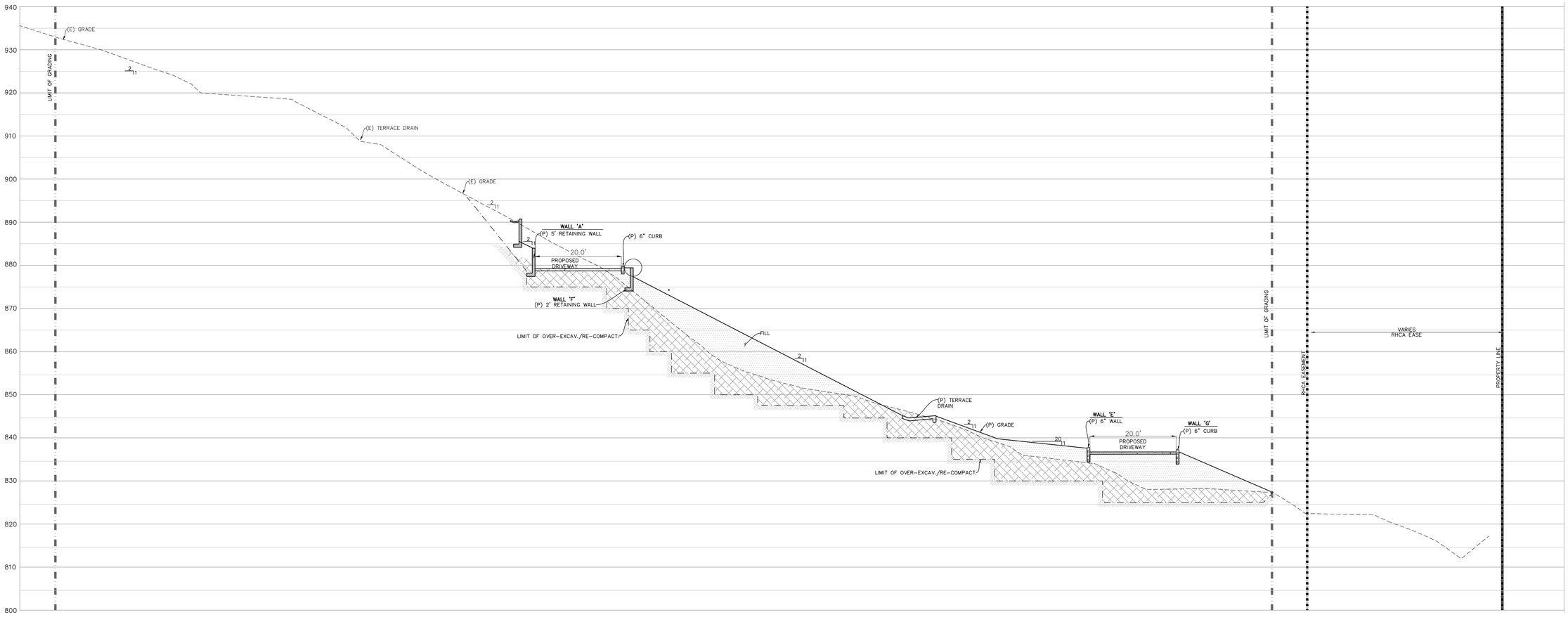
SECTIONS LEGEND

- PROPERTY LINE
- EASEMENT
- SETBACK
- EXISTING GRADE
- PROPOSED GRADE
- (P) LIMIT OF GRADING
- (P) FENCE
- (P) CUT
- (P) FILL



DRIVEWAY PROFILE

SCALE: 1" = 30'



SECTION D-D

SCALE: 1" = 10'

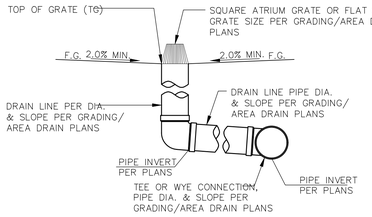
CLIENT: ANDY ARVIDSON
4 POPPY TRAIL
ROLLING HILLS, CALIF.

FOR PLANNING PURPOSES ONLY

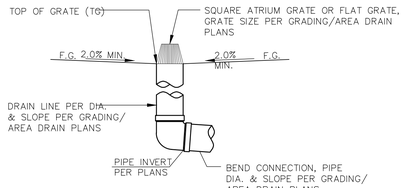
TITLE: SECTIONS (cont'd)
NEW RESIDENCE
4 POPPY TRAIL
ROLLING HILLS, CA 90274

Date: August 29, 2023
Scale: AS SHOWN
Drawn: JPD
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Job No. 20333
Sheet
C1.2
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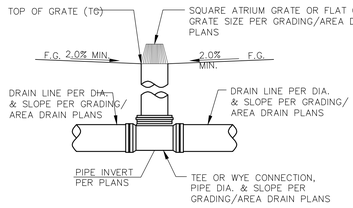
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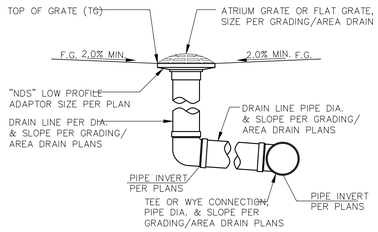
ROUND LANDSCAPE AREA DRAIN (OFF–LINE)



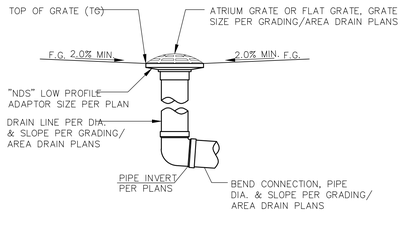
ROUND LANDSCAPE AREA DRAIN (TERMINAL)



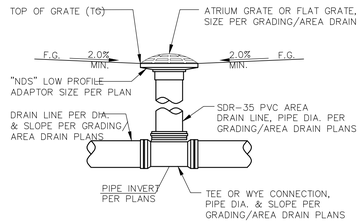
ROUND LANDSCAPE AREA DRAIN (IN–LINE)



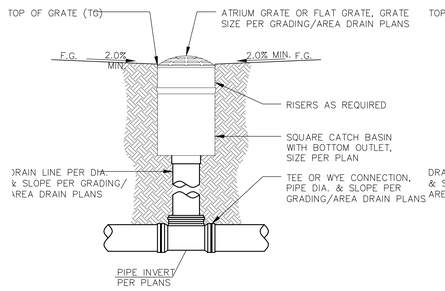
SQUARE LANDSCAPE AREA DRAIN (OFF–LINE)



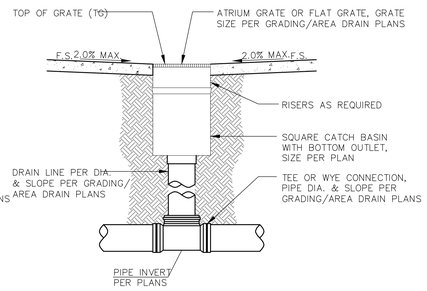
SQUARE LANDSCAPE AREA DRAIN (TERMINAL)



SQUARE LANDSCAPE AREA DRAIN (IN–LINE)



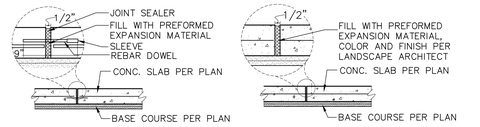
SUMP BOX LANDSCAPE AREA DRAIN

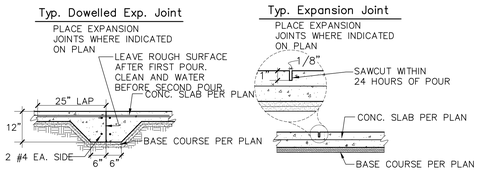


SUMP BOX PEDESTRIAN AREA DRAIN

Area Drain Details — 7 / C2.1

N.T.S.





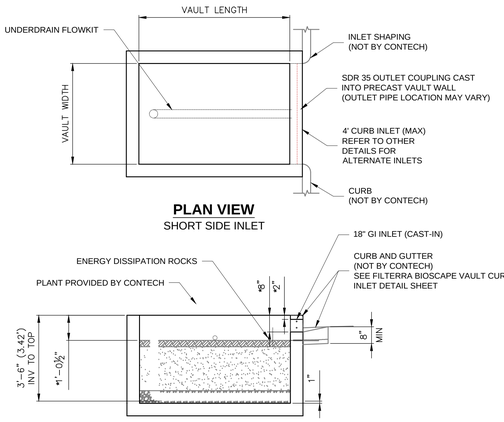
Typ. Construction Joint

Typ. Control Joint

SPACE CONTROL JOINTS 10' MAX. BOTH DIRECTIONS AND AT ALL INSET CORNERS.

Typical PCC Joints — 6 / C2.1

N.T.S.



FTBSV CONFIGURATION

(OPTIONS: BASIN "-B", GREEN INFR. INLET "-I", PIPE INLET "-P"; SLOTTED THROAT INLET "-T")

MEDIA BAY SIZE	VAULT SIZE (L x W)	LONG SIDE INLET DESIGNATION	SHORT SIDE INLET DESIGNATION	AVAILABILITY	OUTLET PIPE DIA	MIN. NO. OF INLET PIPES (-P ONLY)
4 x 4	4 x 4	FTBSV0404	FTBSV0404	ALL	4" SDR 35	1
6 x 4	6 x 4	FTBSV0604	FTBSV0406	N/A CA	4" SDR 35	1
6.5 x 4	6.5 x 4	FTBSV06504	FTBSV04065	CA ONLY	4" SDR 35	1
7.83 x 4.5	7.83 x 4.5	FTBSV078045	FTBSV045078	DE,MD,NJ,PA,VA,WV ONLY	4" SDR 35	1
8 x 4	8 x 4	FTBSV0804	FTBSV0408	N/A DE,MD,NJ,PA,VA,WV	4" SDR 35	1
6 x 6	6 x 6	FTBSV0606	FTBSV0606	ALL	4" SDR 35	1
8 x 6	8 x 6	FTBSV0806	FTBSV0608	ALL	4" SDR 35	1
10 x 6	10 x 6	FTBSV1006	FTBSV0610	ALL	6" SDR 35	2
12 x 6	12 x 6	FTBSV1206	FTBSV0612	ALL	6" SDR 35	2
13 x 7	13 x 7	FTBSV1307	FTBSV0713	ALL	6" SDR 35	2
14 x 8	14 x 8	FTBSV1408[1]	N/A	ALL	6" SDR 35	3
16 x 8	16 x 8	FTBSV1608[1]	N/A	N/A OR,WA	6" SDR 35	3
15 x 9	15 x 9	FTBSV1509[1]	N/A	OR,WA ONLY	6" SDR 35	3
18 x 8	18 x 8	FTBSV1808[1]	N/A	CALL CONTECH	6" SDR 35	3
20 x 8	20 x 8	FTBSV2008[1]	N/A	CALL CONTECH	6" SDR 35	4
22 x 8	22 x 8	FTBSV2208[1]	N/A	CALL CONTECH	6" SDR 35	4

[1]UTILIZES (2) CURB OPENINGS WITH MIN 1' SPACING — N/A = NOT AVAILABLE

Filterra Detail — 1 / C2.1

N.T.S.

Typical Top of Slope Berm — 2 / C2.1

N.T.S.

A subdrain system shall be installed behind the proposed fill slope. The subdrain system shall consist of a drain located at the rear of the keyway above the toe of the slope. The subdrain shall consist of 4–inch perforated pipes, with perforations facing downward. It shall be surrounded by a minimum of 3 cubic feet of gravel for each linear foot of pipe. The gravels shall be wrapped by filter fabric. The subdrain shall exit to the face of the fill slope through non–perforated pipes. Subdrain outlets shall be provided every 25 linear feet along the length of the slope.

Typical Key and Benching — 3 / C2.1

N.T.S.

Typical PCC Paving — 4 / C2.1

N.T.S.

Typical PCC Curbs — 5 / C2.1

N.T.S.

Revisions	By

BOLTON ENGINEERING CORP.

CLIENT: ANDY ARVIDSON
4 POPPY TRAIL
ROLLING HILLS, CALIF.

FOR PLANNING PURPOSES ONLY

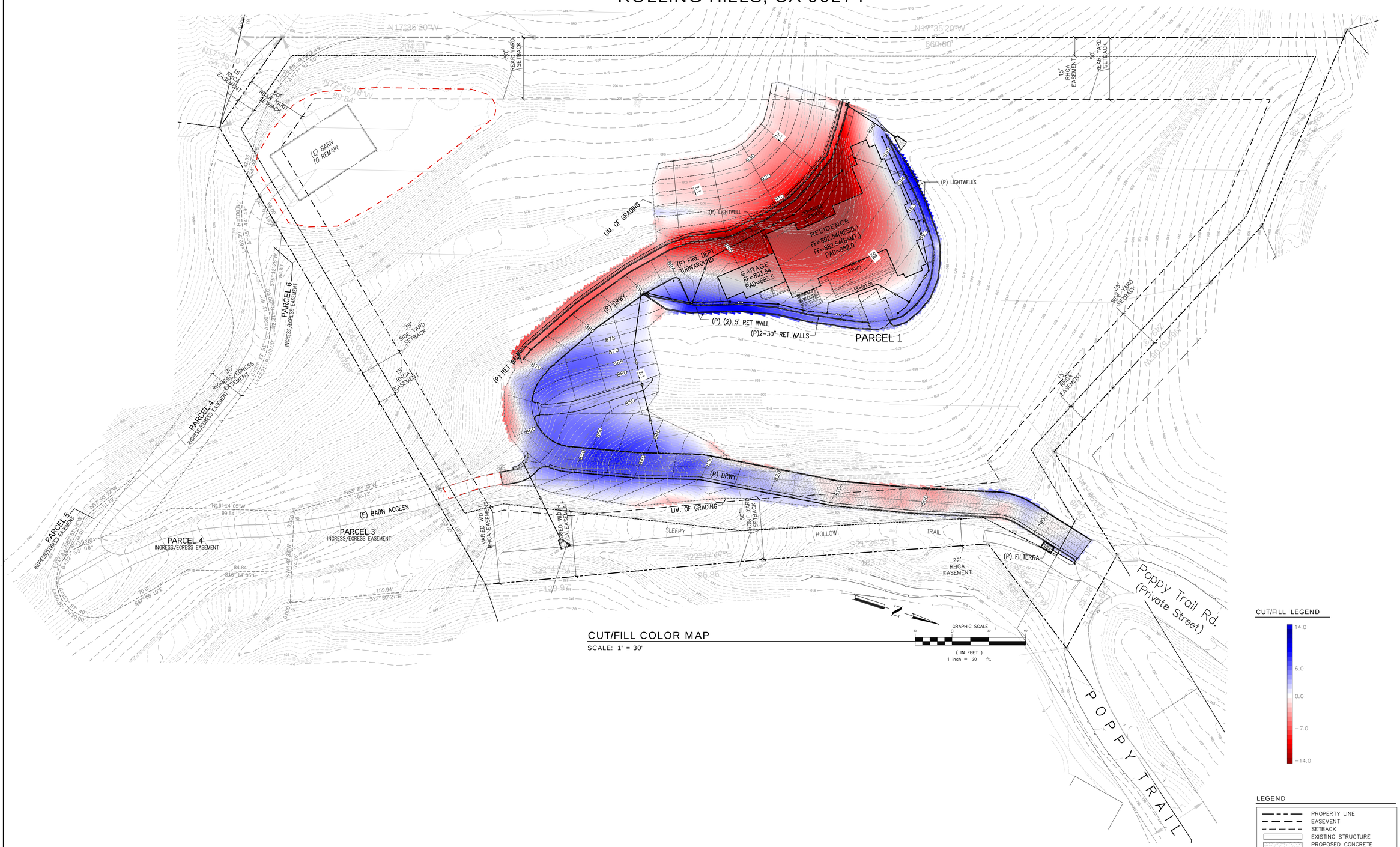
TITLE: CIVIL DETAILS
NEW RESIDENCE
4 POPPY TRAIL
ROLLING HILLS, CA 90274

Date: August 29, 2023
Scale: AS SHOWN
Drawn: JPD
Checked: DJB
Job No. 20333
Sheet C2.0
Of 7 Sheets

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ARVIDSON RESIDENCE

4 POPPY TRAIL
ROLLING HILLS, CA 90274



CUT/FILL COLOR MAP

SCALE: 1" = 30'

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

CUT/FILL LEGEND

14.0
6.0
0.0
-7.0
-14.0

LEGEND

- PROPERTY LINE
- EASEMENT
- SETBACK
- EXISTING STRUCTURE
- PROPOSED CONCRETE
- PROPOSED COVERED PORCH
- PROPOSED STRUCTURE
- PROPOSED BASEMENT
- PROPOSED POOL
- PROPOSED RETAINING WALL
- 800 EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- -800- FUTURE MAJOR CONTOUR

ACRONYMS

(E)	EXISTING
EP	EDGE OF PAD
(P)	PROPOSED
FF	FINISHED FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE

Revisions	By

BOLTON ENGINEERING CORP.

BEC

CLIENT: ANDY ARVIDSON
4 POPPY TRAIL
ROLLING HILLS, CALIF.

TITLE: OVERALL SITE PLAN
NEW RESIDENCE
4 POPPY TRAIL
ROLLING HILLS, CA 90274

FOR PLANNING PURPOSES ONLY

Date: August 29, 2023
Scale: AS SHOWN
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ARVIDSON RESIDENCE

4 POPPY TRAIL
ROLLING HILLS, CA 90274

DRIVEWAY AND GRADING IF BARN PAD IS DEVELOPED

CONSTANT

GOREN

FILLER

HSU

ARVIDSON

SAKAMOTO

SAKAMOTO

MINKES

JONAS

AREA OF "Qd", IDENTIFIED BY GMU, TO BE REMEDIATED

RESIDENCE
FF=954.0(RESID.)
FF=942.0(GSMT.)
PAD=941.0

(E) BARN TO BE REMOVED

(P) FIRE DEPT. TURNAROUND

(P) DRWY.

(P) Stable

STABLE ACCESS

A.D.U.

LIM. OF GRADING

PARCEL 1

PARCEL 3
INGRESS/EGRESS EASEMENT

PARCEL 4
INGRESS/EGRESS EASEMENT

PARCEL 5
INGRESS/EGRESS EASEMENT

PARCEL 6
INGRESS/EGRESS EASEMENT

50' REAR YARD SETBACK

35' SIDE YARD SETBACK

15' RHCA EASEMENT

30' INGRESS/EGRESS EASEMENT

25' RHCA EASEMENT

SLEEPY HOLLOW TRAIL

(P) FILTERRA

Poppy Trail Rd. (Private Street)

OVERALL SITE PLAN
SCALE: 1" = 30'

FOR PLANNING PURPOSES ONLY

Revisions	By

BOLTON ENGINEERING CORP.

BEC

CLIENT: ANDY ARVIDSON
4 POPPY TRAIL
ROLLING HILLS, CALIF.

TITLE: OVERALL SITE PLAN
NEW RESIDENCE
4 POPPY TRAIL
ROLLING HILLS, CA 90274

Date:	May 27, 2023
Scale:	AS SHOWN
Drawn:	JPD
Checked:	DJB
Job No.	20333
Sheet	C0.0
Of	7 Sheets

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Agenda Item No.: 10.B
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **CONSIDERATION TO RECEIVE AND FILE RESOLUTION NO. 2023-12 FROM THE PLANNING COMMISSION GRANTING APPROVAL OF ZONING CASE NO 23-077 FOR A SITE PLAN REVIEW AND LOT LINE ADJUSTMENT BETWEEN THREE LOTS AT 10,12, AND 14 PINE TREE LANE TO CREATE TWO LARGER LOTS WITH A COMBINED GROSS LOT AREA OF 7.84 ACRES (LOTS 85-1-RH, 85-2-RH, 85-3-RH) (HASSOLDT), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **October 23, 2023**

BACKGROUND:
On September 12, 2023, the Planning Commission voted unanimously to adopt Resolution No. 2023-12 approving the proposed project.

Zoning, Location, and Lot Description
The three subject properties are zoned RAS-2 and consists of a total of 3 parcels. The first property located at 10 Pine Tree Lane (Lot 1) has a net area of 1.94 Acres (84,503 sq.ft.). Lot 1 is developed with a single-family residence, garage, guest house, and barn. The second property located 12 Pine Tree Lane (Lot 2) has a net lot area of 1.70 acres (110,567 sq.ft.) and is vacant. The third property located at 14 Pine Tree Lane (Lot 3) has a net lot area of 1.61 acres (70,142 sq.ft.) and is vacant. The total net lot area of the three parcels combined are 5.21 acres (228,690 sq.ft.); the gross lot area is 7.84 acres (341,510 sq.ft.).

Past Projects and Approvals
On April 21, 2016, a Lot Line Adjustment (Zoning Case No. 907) application was filed by Gary Wynn, on behalf of William Hassoldt and Judith Hassoldt with the City of Rolling Hills. The project was never approved because the Rolling Hills Community Association (RHCA) would not approve the easement reduction.

On September 20, 2005, the Planning Commission approved Resolution No. 2005-30 (Zoning

Case No. 713) for a Conditional Certificate of Compliance for a Lot Line Adjustment for the properties located at 10 Pine Tree Lane, 12 Pine Tree Lane, and 14 Pine Tree Lane.

In 1999, the applicants recorded Parcel Map 21400 in 1999 which created 3- two+ acre lots from one larger lot.

On May 17, 1994, the Planning Commission approved Resolution No. 94-12 (Zoning Case No. 512) for a Tentative Parcel Map No. 21400, Subdivision No. 82, for the subdivision of 7.826 acre existing lot with one single family home in Zoning Case No. 512.

DISCUSSION:

Applicants' Requests

On June 26, 2023, a Site Plan Review (SPR) and Lot Line Adjustment (LLA) applications were filed by Gary Wynn, on behalf of William Hassoldt and Judith Hassoldt, with respect to real properties located at 10, 12, & 14 Pine Tree Lane. The applicants are requesting a Lot Line Adjustment between three (3) parcels of land which were created by a subdivision, Parcel Map No. 21400. The parcels under consideration have the following Assessor Parcel Numbers (APNs): 7569-013-016, 7569-013-017, AND 7569-013-018. No new development is being proposed with this application.

Lot Line Adjustment

The proposed project will create two larger lots from the existing three lots. The LLA would eliminate the existing lot line between 12 Pine Tree Lane (Lot 2) and 14 Pine Tree Lane (Lot 3). The existing lot line between 10 Pine Tree Lane (Lot 1) and 12 Pine Tree Lane (Lot 2) will be shifted north approximately 35 feet. The new lot line will essentially bisect the middle lot (Lot 2) giving portions to the other two lots.

The new lot line between 10 Pine Tree Lane (Lot 1) and 12 Pine Tree Lane (Lot 2) will have a dedicated 50-foot (25 feet on each side) Rolling Hills Community Association (RHCA) easement. There are no changes to any of the other existing easements, and the LLA complies with all of the development standards in the RAS-2 Zone.

Site Plan Review

The Rolling Hills Municipal Code (RHMC) requires a Lot Line Adjustment application to be processed with Chapter 17.46, Site Plan Review.

Minimum Net Lot Size

RHMC requires the minimum Lot Area in the RA-S-2 zone to contain a minimum net lot area of 2 acres (87,120 sq.ft.). The three existing lots are in compliance with the required minimum lot sizes. The existing lot at 12 Pine Tree Lane (Lot 2) is in non-compliance because the middle portion does not meet the minimum 150-foot width requirement. The proposed LLA will result in 10 Pine Tree Lane at 3.52 acres (gross) or 153,527 square feet (gross) and 12 Pine Tree Lane (Lot 2) at 4.32 acres (gross) or 188,005 square feet (gross).

Setbacks

The proposed lot line adjustment complies with all of the setback requirements for the RAS-2 Zone in the Rolling Hills Municipal Code.

Structural Coverage

The existing structural coverage for 10 Pine Tree Lane (Lot 1) is 6.83%, which is below the maximum permitted of 20% and complies with the development standards of the RHMC. There is no development proposed for Lot 1, so there is no additional structural coverage. 12 Pine Tree Lane (Lot 2) and 14 Pine Tree Lane (Lot 3) are both vacant, so there is no structural coverage. No development is proposed for the vacant lots.

Lot Line Adjustment Justification

The purpose of the lot line adjustment is to create 2 larger lots out of the 3 existing lots. Approval of the lot line adjustment would increase the frontage along the roadway easement on Lot 1 to 282.91 ft. and Lot 2 to 439.46 ft. The proposed gross lot area of 10 Pine Tree Lane (Lot 1) is 3.52 acres (153,527 SF) and the proposed gross lot area of 12 Pine Tree Lane (Lot 2) is 4.32 acres (177,335 SF). With this proposal, Lot 1 and Lot 2 will increase in size. The lot line adjustment will result in 12 Pine Tree Lane complying with the required 150 feet width.

Planning Commission Responsibilities

When reviewing a development application, the Planning Commission must consider whether the proposed project meets the criteria for a Lot Line Adjustment and Variance, as seen below.

Pursuant to the Subdivision Map Act, the Planning Commission may not impose conditions or exactions on its approval of a lot line adjustment except to conform to local zoning and building ordinances. If there are variances associated with the application due to the existing and proposed non-conformities, the City could impose conditions.

Review by RHCA

The Rolling Hills Community Association has already approved this project.

Environmental Review

The proposed project is exempt from environmental review under the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) (“CEQA”) pursuant to State CEQA Guidelines (Cal. Code Regs, tit. 14, §§ 15000 et seq.) sections 15060(c)(2) and 15061(b)(3) in that the lot line adjustment will not have a significant effect on the environment and will not result in any direct or foreseeable indirect physical change in the environment; it does not authorize any development or other activity that could result in a significant effect on the environment.

Field Visit

On September 12, 2023, at 7:30 a.m., the Planning Commission viewed the project in the field, opened the hearing to enable brief public testimony and continued the meeting to the evening meeting of the Planning Commission. It is recommended that the Planning Commission provide direction to staff.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
ATTACHMENT1_BuildingVicinityMap
ATTACHMENT2_2023-12_PC_Resolution_101214PineTreeLane_ZC23-077_Hassoldt_F_E.pdf
ATTACHMENT3_Existing_ProposedLotInformation
ATTACHMENT4_DevelopmentTable
ATTACHMENT5_TentativeLotLineAdjustmentMap

MIRTORABI MOSTAFA
AND AZAM TRUST
#7 PINE TREE LANE
7569-013-06

BHARADIA FAMILY TRUST
#16 PINE TREE LANE
7569-013-19

PINE TREE LANE

SHARING CHRIS
FAMILY TRUST
#5 PINE TREE LANE
7569-012-08

KEITH MURPHY
#3 PINE TREE LANE
7569-012-07

42'

69'

43'

149'

260'

SU AUSTIN TRUST
#40 PORTUGUESE
BEND ROAD
7569-013-20

#10 PINE TREE LANE
7569-013-016 &
7569-013-017 (POR.)

38'

167'

#12 PINE TREE LANE
7569-013-017 (POR.) &
7569-013-018 (POR.)

UPPER

168'

KHORRAM OMID
FAMILY TRUST
#6 PINE TREE LANE
7569-013-11

SAMUEL OVENS
ASHLEIGH OVENS
#8 PINE TREE LANE
7569-013-10

BLACKWATER

186'

364'

HSIUNG DAVID CHOU ENJU
#8 UPPER BLACKWATER
CANYON ROAD
7569-013-12

A&MURRAY A SMITH TRUST
#10 UPPER BLACKWATER
CANYON ROAD
7569-013-13

CANYON ROAD

NORTH
SCALE: 1" = 100'

GRAPHIC SCALE

0 100 200 300 400

ADJACENT BUILDING EXHIBIT

REGISTERED PROFESSIONAL ENGINEER
GARY R. WYNN
No. C 43202
CIVIL
STATE OF CALIFORNIA

WYNN ENGINEERING, INC.
27315 VALLEY CENTER ROAD
VALLEY CENTER, CA. 92082
(760) 749-8722 (310) 306-9728
FAX (760) 749-9412

BKB	WEI JOB NO. 23-027	08-23-2023

RESOLUTION NO. 2023-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF SITE PLAN REVIEW AND LOT LINE ADJUSTMENT BETWEEN THREE LOTS AT 10,12, AND 14 PINE TREE LANE TO CREATE TWO LARGER LOTS WITH A COMBINED GROSS LOT AREA OF 7.84 ACRES IN ZONING CASE NO. 23-077 (LOTS 85-1-RH, 85-2-RH, 85-3-RH) (HASSOLDT)

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

Section 1. An application was duly filed by Gary Wynn, on behalf of William Hassoldt & Judith Hassoldt,with respect to real properties located at 10, 12, & 14 Pine Tree Lane and applying for a Lot Line Adjustment between the three (3) parcels of land which were created by a subdivision, Parcel Map No. 21400. The parcels under consideration have the following Assessor Parcel Numbers (APNs): 7569-013-016, 7569-013-017, and 7569-013-018. No new development is being proposed with this application.

Section 2. California Government Code Subsection 66412(d) authorizes lot line adjustments without requiring a tentative map, parcel map or final map if: (A) The lot line adjustment involves 3 existing adjacent parcels, where land is proposed to be taken from one parcel and added to an adjacent parcel; (B) A greater number of parcels than originally existed is not thereby created; (C) The lot line adjustment will create parcels that conform to local zoning and building ordinances; and (D) The lot line adjustment is approved by the City. The City may impose conditions on the lot line adjustment in order to make the lot conform to local zoning and building ordinances, to require the prepayment of real property taxes prior to the approval of the Lot Line Adjustment or to facilitate the relocation of existing infrastructure or easements. (*Id.*)

Section 3. The Rolling Hills Municipal Code also provides a procedure for the preparation, filing, processing, and approval or denial of a lot line adjustment application consistent with the policies of the General Plan and the requirements of the Subdivision Map Act (*See* Chapter 16.44 of the Rolling Hills Municipal Code-RHMC). The Planning Commission, in approving a lot line adjustment, shall adopt conditions only as necessary to conform the adjusted parcels comply with the requirements of Title 17 (Zoning) or to facilitate the relocation of existing utilities, infrastructure, trails or easements. (*See* RHMC Section 16.44.040.)

Section 4. The Planning Commission conducted duly noticed public hearings to consider the application at a field trip meeting and regular meeting on September 12, 2023. Neighbors within a 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on September 2, 2023. The applicants and agent were notified of the public hearings in writing by first class mail and the applicants and agent were in attendance at the hearings. Evidence was heard and presented from all persons interested in affecting said proposal.

Section 5. The Planning Commission finds and determines that the proposed project is exempt from environmental review under the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) ("CEQA") pursuant to State CEQA Guidelines (Cal. Code Regs, tit. 14, §§ 15000 et seq.) sections 15060(c)(2) and 15061(b)(3) in that the lot line adjustment will not have a significant effect on the environment and will not result in any direct or foreseeable indirect physical change in the environment; it does not authorize any development or other activity that could result in a significant effect on the environment.

Section 6. Lot Line Adjustment Findings. RHMC Section 16.44.040 requires the Planning Commission to deny a proposed lot line adjustment if any of the circumstances provided in subsections (A)(1), (A)(2) or (A)(3) therein are present. The Planning Commission has considered the evidence, both written and oral, in connection with this application and has determined that none of the circumstances justifying denial are present. Accordingly, the Planning Commission hereby finds as follows: :

A. The adjustment will not have the effect of creating a greater number of parcels than exist before adjustment.

The adjustment will not have the effect of creating a greater number of parcels than existed before the adjustment. To the contrary, three parcels existed prior to the lot line adjustment. Following the lot line adjustment, there will only be two parcels.

B. No parcels resulting from the adjustment will conflict with any applicable regulations of the zoning ordinance.

The parcels resulting from the adjustment will not conflict with any applicable regulations of the zoning ordinance. The lots are very large and the lot line adjustments will not cause any non-conformities. All of the subject parcels are in the RAS-2 Zone and after the lot line adjustment will remain over the two net acre minimum lot size required by the zone.

C. **The adjustment will not result in an increase in the number of nonconforming parcels.**

The adjustment will not result in an increase in the number of nonconforming parcels. The two (2) remaining parcels (after the lot line adjustment) will each have an area over the two net acre requirement in RAS-2 zone.

Section 7. Site Plan Review Findings. Pursuant to RHMC Section 16.44.030 , lot line adjustments shall be processed in compliance with the procedures specified in Chapter 17.46 (Site Plan Review) . Section 17.46.050 requires the Commission to make findings in order to approve a site plan review application. The Planning Commission has considered the evidence, both written and oral, in connection with this application and

with respect to the site plan application for the lot line adjustment, the Planning Commission hereby finds as follows:

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

The proposed lot line adjustment is compatible with the General Plan, the Zoning Ordinance and surrounding uses because it meets the requirements of the criteria for approving of a lot line adjustment and there are no new structures being proposed with this application. The lot line adjustment will not affect the developed lot as the existing structures will continue to maintain sufficient setbacks to provide buffers between them and the future residential uses.

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

The lot line adjustment substantially preserves the natural and undeveloped state of the lot as there is no additional development proposed at this time.

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

The existing conditions of the lots are harmonious in scale with the neighborhood, and the lots are much larger than surrounding lots. The lot line adjustment will not result in any less consistency with the scale of the neighborhood. The proposed lot line adjustment will result in 10 Pine Tree Lane at 3.10 acres (net) or 135,168 square feet (net) and 12 Pine Tree Lane (Lot 2) at 4.07 acres (net) or 177,335 square feet (net). Therefore, exceeding the required 2 acres for the RAS-2 Zone.

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 lot line adjustment is compatible with the rural character of the community and makes no change to the existing conditions because no development is proposed with the lot line adjustment.

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.

There is no grading proposed.

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

There is no grading proposed.

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

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

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

There are no changes to the circulation patterns on the site. Access is provided on Pine Tree Lane.

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

The Project has been determined to be exempt from environmental review under the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) ("CEQA") pursuant to State CEQA Guidelines (Cal. Code Regs, tit. 14, §§ 15000 et seq.) sections 15060(c)(2) and 15061(b)(3) in that the lot line adjustment will not have a significant effect on the environment and will not result in any direct or foreseeable indirect physical change in the environment; it does not authorize any development or other activity that could result in a significant effect on the environment.

Section 8. Approval; Conditions. Given the foregoing the Planning Commission hereby approves the lot line adjustment and site plan review, subject to the following conditions:

A. The approval shall expire within two years from the effective date of approval as defined in Section 17.46.070, unless otherwise extended pursuant to the requirements of this section.

C. The lot line adjustment approval shall not in any way constitute any representation that the adjusted lots can be developed even if in compliance with current zoning and building ordinance standards. No development, including study of soils, geology, hydrology, grading, and other requirements, shall occur on the properties without first complying with all applicable City Building and Zoning requirements and other applicable rules and regulations.

D. The lot line adjustment shall not in any respect limit or impair the City's application of the Site Plan Review Ordinance to the lots at such time as an application is made for development.

E. The applicants shall execute an Affidavit of Acceptance of all conditions of this Resolution for approval to be effective.

F. There shall be easements within the adjusted boundaries of the lots, as required by the Rolling Hills Community Association.

G. The Certificate of Compliance shall not be issued until a legal description complying with the delineation of adjustment are submitted to, and approved by the City. Upon the City's approval of the legal descriptions of the new adjusted lines a Certificate of Compliance shall be issued by the City, shall be recorded by the property owner in the offices of the Los Angeles County Recorder, and evidence of the recordation shall be returned to the City.

H. The applicant shall record the deeds of the properties effectuating the transfer concurrently with the Certificate of Compliance for the Lot Line Adjustment and shall submit proof of such recordation to the City of Rolling Hills.

PASSED, APPROVED AND ADOPTED ON THE 12th DAY OF SEPTEMBER, 2023.

BRAD CHELF, CHAIRMAN

ATTEST:

CHRISTIAN HORVATH, CITY CLERK

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

I certify that the foregoing Resolution No. 2023-12 entitled:

> A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF SITE PLAN REVIEW AND LOT LINE ADJUSTMENT BETWEEN THREE LOTS AT 10,12, AND 14 PINE TREE LANE TO CREATE TWO LARGER LOTS WITH A COMBINED GROSS LOT AREA OF 7.84 ACRES IN ZONING CASE NO. 23-077 (LOTS 85-1-RH, 85-2-RH, 85-3-RH) (HASSOLDT)

was approved and adopted at a regular meeting of the Planning Commission on September 12, 2023 by the following roll call vote:

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

NOES:

ABSENT:

ABSTAIN:

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

Administrative Offices

CHRISTIAN HORVATH, CITY CLERK

Existing & Proposed Lot Information

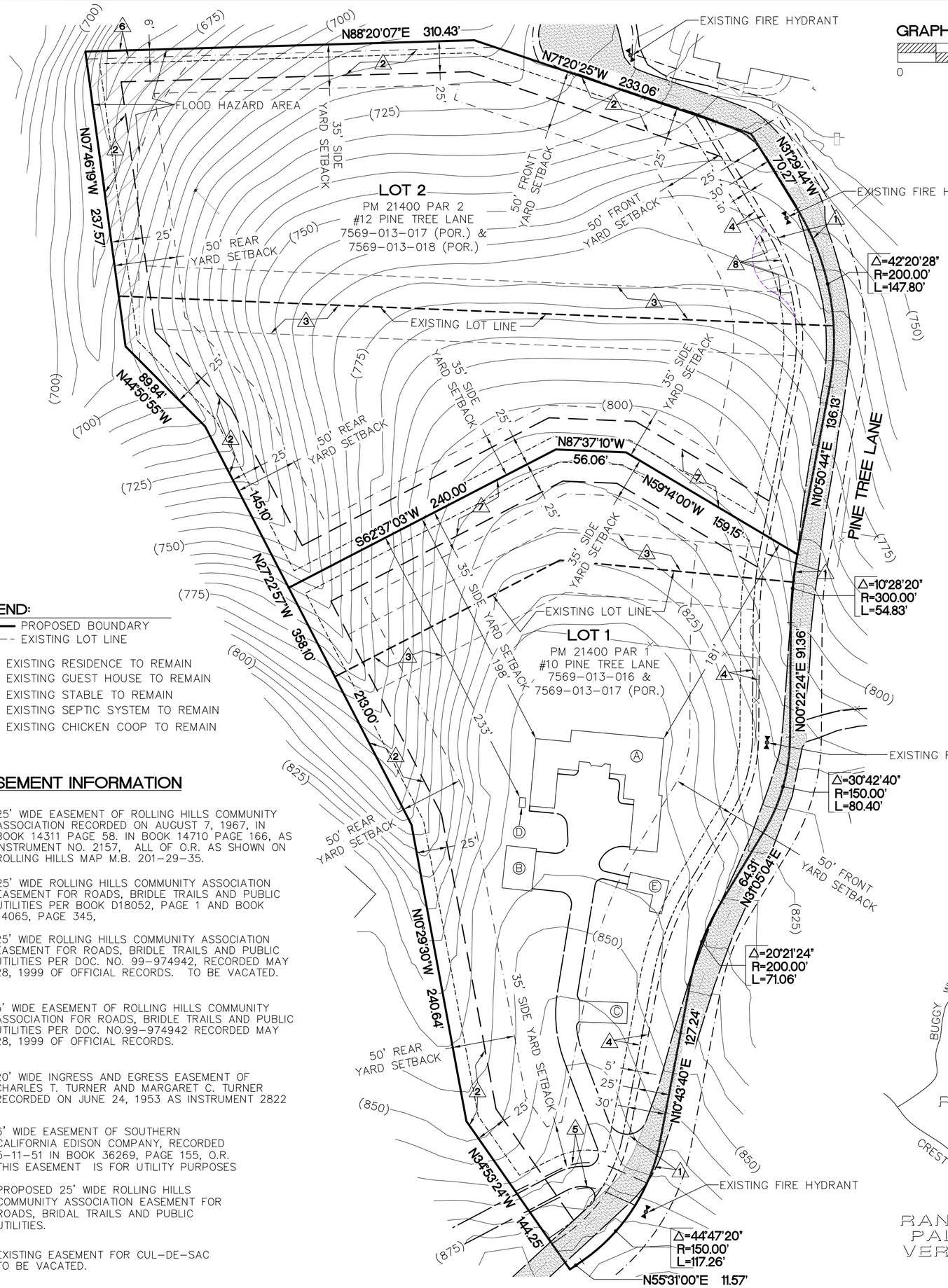
Zoning Case No. 23-077 Site Plan Review & Lot Line Adjustment 10, 12, & 14 Pine Tree Lane

PARCEL 1	EXISTING	PROPOSED
APN: 7569-013-016 (Lot 1)	**10 Pine Tree Lane**	**10 Pine Tree Lane**
Gross lot area	2.83 Acres 123,250 sq.ft.	3.52 Acres 153,527 sq.ft
Net lot area as calculated by City	1.94 Acres 84,503 sq.ft.	3.10 Acres 135,168 sq.ft.

PARCEL 2	EXISTING	TOTAL PROPOSED
APN: 7569-013-017	**Vacant (aka 12 Pine Tree)**	**Vacant (aka 12 Pine Tree)**
Gross lot area	2.54 Acres 110,567 sq.ft.	4.32 Acres 188,005 sq.ft.
Net lot area as calculated by City	1.70 Acres 74,249 sq.ft.	4.07 Acres 177,335 sq.ft.

PARCEL 3	EXISTING	PROPOSED
APN: 7569-013-018	**Vacant (aka 14 Pine Tree)**	**Vacant (aka 14 Pine Tree)**
Gross lot area	2.47 Acres 107,715 sq.ft.	0 0
Net lot area as calculated by City	1.61 Acres 70,142 sq. ft.	0 0

Development Table Zoning Case No. 23-077 10 Pine Tree Lane			
Site Plan Review, Conditional Use Permit	**EXISTING**	**PROPOSED**	**TOTAL**
RA-S- 2 Zone APN 7569-013-016 LOT 1	SINGLE FAMILY RESIDENCE, GARAGE, GUEST HOUSE, AND BARN	LOT LINE ADUSTMENT (LLA) AND SITE PLAN REVIEW	
Gross Lot Area	2.83 AC (123,250 SF)	.69 AC (30,277 SF)	3.52 AC (153,527 SF)
Net Lot Area	1.94 AC (84,503 SF)	1.16 AC (50,665 SF)	3.10 AC (135,168 SF)
Residence	4,051 SF	0 SF	4,051 SF
Garage	1,484 SF	0 SF	1,484 SF
Swimming Pools/Spa	0 SF	0 SF	0SF
Pool Equipment	0 SF	0 SF	0 SF
Pool House	0 SF	0 SF	0 SF
Guest House	1,309 SF		1,309 SF
Stable minimum: 450 SF Corral minimum: 550 SF	898 SF	0 SF	898 SF 1,000 SF
New Planter Box			
Recreation Court			
Attached Covered Porches			
Detached Sheds	244 SF	0 SF	244 SF
Attached Trellis			
Water features			
Service Yard			
Primary Driveway	7,529 SF	0 SF	7,529 SF
Paved walkways	320 SF	0 SF	320 SF
Patios			
Pool Deck			
Parking Pads			
Grading (balanced onsite)			
Structural Lot Coverage (15% maximum & with deductions)	7,986 SF (6.8%)	0 SF (0%0	7,986 SF (6.8%)
Flatwork Lot Coverage (20% maximums & with deductions)	7,849 SF (8.7%)	0 SF (0%)	7,849 SF (8.7%)
Total Lot Coverage (Structures and Flatwork) (35% maximum & with deductions)	15,535 SF (17.6%)	0 SF (0%)	15,535 SF (17.6%)
Building Pad 1 (30% guideline with deductions)	12.7%	0%	12.7%



GRAPHIC SCALE

0 60 120 180 240

NORTH

SCALE: 1" = 60'

LEGEND:

PROPOSED BOUNDARY

EXISTING LOT LINE

Ⓐ EXISTING RESIDENCE TO REMAIN
Ⓑ EXISTING GUEST HOUSE TO REMAIN
Ⓒ EXISTING STABLE TO REMAIN
Ⓓ EXISTING SEPTIC SYSTEM TO REMAIN
Ⓔ EXISTING CHICKEN COOP TO REMAIN

EASEMENT INFORMATION

1. 25' WIDE EASEMENT OF ROLLING HILLS COMMUNITY ASSOCIATION RECORDED ON AUGUST 7, 1967, IN BOOK 14311 PAGE 58. IN BOOK 14710 PAGE 166, AS INSTRUMENT NO. 2157, ALL OF O.R. AS SHOWN ON ROLLING HILLS MAP M.B. 201-29-35.

2. 25' WIDE ROLLING HILLS COMMUNITY ASSOCIATION EASEMENT FOR ROADS, BRIDLE TRAILS AND PUBLIC UTILITIES PER BOOK D18052, PAGE 1 AND BOOK 14065, PAGE 345,

3. 25' WIDE ROLLING HILLS COMMUNITY ASSOCIATION EASEMENT FOR ROADS, BRIDLE TRAILS AND PUBLIC UTILITIES PER DOC. NO. 99-974942, RECORDED MAY 28, 1999 OF OFFICIAL RECORDS. TO BE VACATED.

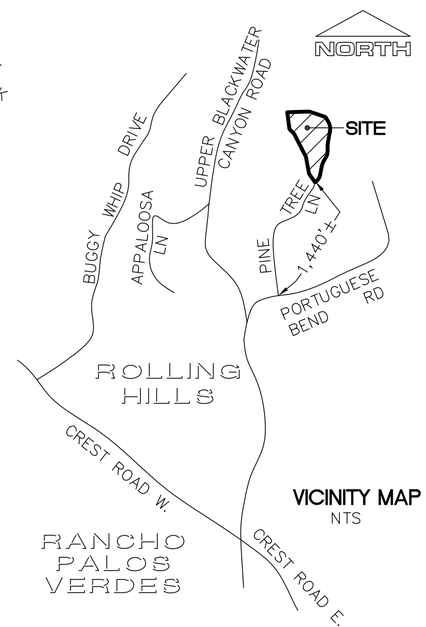
4. 5' WIDE EASEMENT OF ROLLING HILLS COMMUNITY ASSOCIATION FOR ROADS, BRIDLE TRAILS AND PUBLIC UTILITIES PER DOC. NO.99-974942 RECORDED MAY 28, 1999 OF OFFICIAL RECORDS.

5. 20' WIDE INGRESS AND EGRESS EASEMENT OF CHARLES T. TURNER AND MARGARET C. TURNER RECORDED ON JUNE 24, 1953 AS INSTRUMENT 2822

6. 6' WIDE EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED 5-11-51 IN BOOK 36269, PAGE 155, O.R. THIS EASEMENT IS FOR UTILITY PURPOSES

7. PROPOSED 25' WIDE ROLLING HILLS COMMUNITY ASSOCIATION EASEMENT FOR ROADS, BRIDAL TRAILS AND PUBLIC UTILITIES.

8. EXISTING EASEMENT FOR CUL-DE-SAC TO BE VACATED.



VICINITY MAP
NTS

OWNER INFORMATION

NAME: WILLIAM F. HASSOLDT AND JUDITH A. HASSOLDT, CO-TRUSTEES OF THE YANKEE TRUST, UNDER DECLARATION OF TRUST DATED MARCH 11, 1992

ADDRESS: 10 PINE TREE LANE

CITY: ROLLING HILLS

STATE: CALIFORNIA

ZIP: 90274

PROPERTY INFORMATION

SITE ADDRESS: 10, 12 AND 14 PINE TREE LANE
ROLLING HILLS, CALIFORNIA 90274

ASSESSOR'S ID NO.: 7569-013-016
7569-013-017
7569-013-018

LEGAL DESCRIPTION: PARCEL MAP 21400
LOT 1, LOT 2 AND LOT 3
PM 290-26-28

ZONING: RAS-2 (PRESENT AND PROPOSED)

AREA OF EXISTING LOTS PER PM 21400:

(LOT 1) – GROSS: 2.83 ACRES; 123,250 SF
NET: 1.94 ACRES; 84,503 SF

(LOT 2) – GROSS: 2.54 ACRES; 110,567 SF
NET: 1.70 ACRES; 74,249 SF

(LOT 3) – GROSS: 2.47 ACRES; 107,715 SF
NET: 1.61 ACRES; 70,142 SF

AREA OF PROPOSED LOTS:

(LOT 1) – GROSS: 3.52 ACRES; 153,527 SF
NET: 3.10 ACRES; 135,168 SF

(LOT 2) – GROSS: 4.32 ACRES; 188,005 SF
NET: 4.07 ACRES; 177,335 SF

REGISTERED PROFESSIONAL ENGINEER
GARY R. WYNN
No. C 43202
CIVIL
STATE OF CALIFORNIA

ENGINEER OF WORK

WYNN ENGINEERING, INC.
27315 VALLEY CENTER ROAD
VALLEY CENTER, CA. 92082
(760) 749-8722 (310) 306-9728
FAX (760) 749-9412

BKB	WEI JOB NO. 23-027	08-31-2023

CITY OF ROLLING HILLS

TENTATIVE LOT LINE ADJUSTMENT

MAP NUMBER _____

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.A
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **APPROVE CURRENT NOISE LEVELS IN THE COUNCIL CHAMBERS OR RECONSIDER AND APPROVE CONTRACT CHANGE ORDER 4B WITH AC PROS TO RESOLVE AIRFLOW NOISE CONCERNS IN THE CITY COUNCIL CHAMBERS AS PART OF THE CITY HALL HEATING, VENTILATION, AIR CONDITIONING (HVAC) PROJECT 2023-01**

DATE: **October 23, 2023**

BACKGROUND:
In late November 2022, S&K Consulting Services completed the engineering design and submitted plans for permitting with the Los Angeles County Building and Safety Division. Per the current Los Angeles County Building Code, S&K Consulting was able to determine that the scope of work is an HVAC replacement/repair project. S&K Consulting Services reported that the existing equipment included a pair of furnaces that were twinned (interlocked to supply the same duct) with two cooling coils connected to a single commercial outdoor package unit. The size of the furnaces was no longer manufactured, and twinning was no longer common practice with ultra-low NOx systems. Most of the ductwork was damaged beyond repair and sections were in shambles above the ceiling. City Hall was split into two zones in this context. Zone 1 was comprised of the individual offices, and the lobby. Zone 2 was comprised of the Council Chambers. The new design addresses the previous imbalance of airflow and improves temperature control by splitting Zone 1 into two zones where the lobby, reception area and hallway will be on a separate thermostat.

S&K Consulting Services also specified new HVAC equipment with higher efficiencies and the lowest emissions. Several pieces of equipment needed to be placed outside of City Hall, at the previous recycling center. Alan Palermo Consulting, the City's Project Manager coordinated information exchange between S&K Consulting Services, and the City Hall ADA Improvement Project design team to ensure that the HVAC project makes provisions for the future condition to be improved by the ADA project. Plans were submitted to Los Angeles County in November 2022 and approved in December. The plans were revised to include information/address existing hazardous materials.

On Monday, August 28, 2023, staff presented an agenda item to accept the project as complete. During the meeting, The City Council expressed concerns with the level of airflow noise in the Chambers, tabled the item and requested that staff work with the project team to find resolution.

On August 30, 2023, staff met virtually with S&K Engineering, AC Pros and Alan Palermo to discuss the excessive “whistling” noise in the Council chambers and what could potentially be done to correct the issue. The design and installation of the new HVAC was performed as a replacement to the existing system that was no longer functioning. The original system had the City Council meeting room separated with its own thermostat and was replaced in kind with the new/replacement system of similar size and specifications. During the design phase it was determined the existing ducts were crushed, disconnected, or otherwise compromised and not capable of delivering the air flow; therefore, replacing the ducts in majority of the building was included in the project. The existing supply air grilles, return air grill, and ductwork above the soffit in the City Council meeting room were not replaced.

After the new/replacement HVAC was installed, the entire system was air balanced as required. Excessive noise was identified in the City Council meeting room and the air flow was turned down to the minimum (1200 cubic feet per minute, cfm) to reduce the noise (Note: This minimum air flow in the new/replacement system is consistent with the minimum air flow in the previous system that was replaced). The return air intake was also reduced/set to 800 cfm.

The discussion covered a variety of ideas/potential solutions but required further inspection. AC Pros committed to coming on site by August 31, 2023, to further assess the situation before making any final recommendations to correct the issue in the most cost-efficient manner. Options discussed included:

- Enlarging the return air intake (currently a 24” x 12” grille)
- Evaluating the slot diffusers (supply air) if needed for options (these are concealed behind a soffit and would require more extensive work to access)
- Other – To be determined after 8/31/23 assessment.

On August 31, 2023, AC Pros was on site to look more closely at the airflow noise within the council chambers. During the inspection it was clear that the majority of noise is coming from the very first vent on the far-left side as a result of it being the first opportunity for air to exit. The next three vents were "quieter" as they are not getting the same initial force of air. The constriction that the vent louvres create increases the “whistle.” When the vent was pulled out of the wall – staff could still hear the force of the air – however, the noise level came down. The air return, being so close in proximity, also has some noise – but the main contributor to the issue expressed by Council is from the air vent as described above.

As stated during the August 28th Council meeting, the units were replaced like for like in terms of the airflow capacity. The restricted airflow to the Chambers over many years was clearly caused by the crumpled ductwork. By simply correcting that, the Chambers now receives air as intended, but even with the units dialed back as far as they can go, the airflow is much more powerful. The original design of the chamber's slot diffuser vent system creates this scenario where the air hits the first left vent and then dissipates to the other three. AC Pros made two Contract Change Order (CCO) recommendations to try and correct this issue.

CCO 4A (attached) is a more robust solution that would (per AC Pros) definitely omit the whistling noise but is a broader scope and more costly solution requiring replacement of the

duct within the soffit, removal of the existing linear diffusers, closing the gaps in the drywall, modifying the return grill and box, adding dampers, and creating a bypass to an existing vent in the lobby area.

CCO 4B (attached) is a more cost-effective option that installs a relief damper in the mechanical room to reduce the pressure within the supply duct. In theory, this should help reduce the noise further down the line in the Chambers.

On September 12, 2023, staff met with S & K Consulting and Alan Palermo to discuss the recent AC Pros inspection and subsequent supplied change orders designed to effectuate a quieter influx of air into the Council Chambers. In evaluating of the two proposed CCO's and their cost, S&K and staff believes that CCO 4B should resolve the issue while being the most cost-effective solution.

In summary:

- The initial scope of the project was to replace the existing HVAC equipment with new equipment to meet current and future demand based on the potential City Hall ADA project.
- The duct replacement was not part of the original scope, but was added during design due to condition of the existing ductwork (crushed, disconnected, poorly installed, etc.)
- The original HVAC system serving the council chambers was the same size as the new system. The new system has since been turned down and is supplying substantially less air than before, but it was not noticeable due leaks in the old ductwork.
- The council chambers were not part of the original scope and the ductwork for that zone was installed in soffit and the walls (inaccessible). Since there were no complaints regarding that room, it was assumed to be in good condition.
- Now that the system is in 100% working order, the existing slot diffusers (vents) are not adequately sized for the design air flow, causing excessive noise during operation.
- The contractor has proposed a simple solution (CCO 4B) to reduce the supply air by implementing a pressure relief bypass.
- This is the least expensive and adequate solution to mitigate the noise issue while still meeting the minimum air flow requirements for peak demand.

On September 25, 2023, staff present the aforementioned CCO's for consideration and recommended CCO 4B. In two separate motions the Council voted to hold payment to S&K and directed staff to cover the vent which was creating the noise issues to see if that would cure the underlying issue.

DISCUSSION:

On September 26, 2023, staff covered and sealed the HVAC vent to see if the noise issue dissipated. Unfortunately, the noise shifted over to the remaining vents.

On September 27, 2023, Sam Simon of S&K Engineers visited City Hall again to evaluate the above-mentioned test and if there might be any other potential solution. During the visit/inspection the following was noted/changed:

- Blocking the existing slot diffuser does not resolve the noise issue, but in fact creates greater back pressure on the system, shortening the lifespan of the equipment. The cardboard tape-off was removed.
- The new furnace was previously turned down by the contractor to the approximate design CFM rate listed on the contract drawings (H: 1,173 CFM, C: 1,186 CFM).

    - The minimum CFM to meet heating and cooling requirements is 970 CFM.
    - The minimum CFM to meet base ASHRAE standards is 915 CFM.
- The Furnace was turned down to the lowest blower speeds which are actually now below the Code requirements:
    - Cooling: 911 CFM
    - Heating: 1,077 CFM
- They took informal decibel readings (using a phone and the audio/visual equipment was left on). S&K observed steady noise readings of 40 dB at 125 Hz. That is below the NC-30 Noise Criterion (closer to NC-20), so acceptable.
- The minor issues caused by turning the unit down this low are:
    - During peak demand, it might not be able to keep up with the cooling load. In which case, S&K recommends flipping dipswitch 8 to OFF on Furnace FU-3 serving the council chamber. This will increase the cooling CFM to 1006 CFM.
    - The unit is now below the standard air changes designated for the occupancy.
    - The outside air/ventilation rate should be rebalanced to ensure 350 CFM of outside air (defer to ACPros).
    - Potential decrease in equipment lifespan caused by excessive heating and cooling in the equipment not being dissipated.

On October 5, 2023, AC Pros and S&K were on site to evaluate the changes made and consider if re-balancing was necessary to ensure a proper amount of outside air/ventilation was achieved. In collaboration they were able to:

1. Increase the furnace fan speed for colling to 1000 CFM in order to meet the required cooling load for the room size and occupancy rating.
2. Balance the outside air intake to be within the acceptable minimum requirement.
3. Perform decibel readings to show that the noise levels meet the standards for room occupancy ratings.
4. The above three items addressed the minor issues as outlined from the changes made on September 27th.

FISCAL IMPACT:
Approving as is should have no further cost implications unless the air re-balancing subcontractor is unable to do a secondary visit within the existing AC Pros scope. Staff is anticipating more info by the October 9th meeting time.

CCO 4B totals $5,033.09. The "whistling" airflow noise in the Council Chambers is an unanticipated byproduct of a now properly functioning system and the expense to mitigate the issue was not budgeted in the FY 2022-2023 adopted budget for this project. As such, CCO 4B would require a transfer of available General Fund reserves. The use of General Fund reserves for these purposes is consistent with City policy.

RECOMMENDATION:
Evaluate the current noise levels in the Chamber and approve as is or reconsider approval of Contract Change Order 4B; Approve release of held checks for S&K Engineering and AC Pros.

ATTACHMENTS:
CL_BID_230905_2023-01_ACPros_CO-04A_ChamberAddedScope.pdf

CL_BID_230905_2023-01_ACPros_CO-04B_MechnicalRoomDamper.pdf

AC Pros Inc.

18653 Ventura Blvd. #251Tarzana, CA 91356



Air Conditioning & Heating

Residential Commercial

LIC # 871281 DIR # 1000031839

Project Site: **City of Rolling Hills**

Project Name: **Rolling Hills City Hall HVAC Repair**

To Owner: **The City of Rolling Hills**

2 Portuguese Bend Ed. Rolling Hills, CA 90274

Cost Proposal

4A

Scope: Ductwork correction in Council Chamber

Material	Qyt.	Price per Unit	
Ductwork	1	$1,200.00	$ 1,200.00
Wood	1	$630.00	$ 630.00
Drywall	1	$450.00	$ 450.00
Protection metarial	1	$600.00	$ 600.00
Mics.	1	$200.00	$ 200.00
		Sub Total	**$3,080.00**
		Tax (9.5%)	**$292.60**
		Total Material	**$3,372.60**

Labor

Description	Qyt.	Crew	Hrs.	Hr. Rate	Extension
Room protection	1	2	8.00	$ 111.57	$ 1,785.12
Demo existing return grill and ceiling box	1	1	3.00	$ 111.57	$ 334.71
Remove existing linear diffusers in soffit	2	2	2.50	$ 111.57	$ 1,115.70
Cut ceiling and frame to accommodate new 20"x24" return grill	1	2	8.00	$ 111.57	$ 1,785.12
Patch ceilng	1	2	4.00	$ 110.57	$ 884.56
re-duct return	1	2	8.00	$ 111.57	$ 1,785.12
Modify supply plenunms	1	2	16.00	$ 111.57	$ 3,570.24
patch soffit & paint	1	2	24.00	$ 111.57	$ 5,355.36
Re-install diffusers & grills	1	2	3.00	$ 111.57	$ 669.42
Install bypass in attic area	1	2	8.00	$ 111.57	$ 1,785.12
Final cleanup	1	2	4	$ 111.57	$ 892.56
				Total labor	**$ 18,177.91**

Sub Contractors

	$0.00
Total Sub	**$0.00**

Total Labor & Material	**$ 21,550.51**
Total Subcontractor	**$0.00**
Contractor OH & Profit (20%)	**$ 4,310.10**
Subcontractor OH & Profit (15%)	**$ -**
Contractor OH & P on Subcontractor (10%)	**$ -**
Bond 2%	**$ 517.21**
Time Impact:	
Total	**$26,377.82**

AC Pros Inc.

18653 Ventura Blvd. #251Tarzana, CA 91356



Air Conditioning & Heating

Residential Commercial

LIC # 871281 DIR # 1000031839

Project Site: **City of Rolling Hills**

Project Name: **Rolling Hills City Hall HVAC Repair**

To Owner: **The City of Rolling Hills**

2 Portuguese Bend Ed. Rolling Hills, CA 90274

Cost Proposal

4B

Scope: Install pressure relief bypass in Mech. Rm

Material	Qyt.	Price per Unit	
Pressure relief damper	1	$350.00	$ 350.00
Ductwork	1	$620.00	$ 620.00
Misc.	1	$120.00	$ 120.00
			$ -
			$ -
		Sub Total	$740.00
		Tax (9.5%)	$70.30
		Total Material	$810.30

Labor

Description	Qyt.	Crew	Hrs.	Hr. Rate	Extension
Install bypass in mechanical room	1	2	12.00	$ 111.57	$ 2,677.68
				$ 111.57	$ -
				$ 111.57	$ -
				$ 111.57	$ -
				Total labor	$ 2,677.68

Sub Contractors

Balance damper	$600.00
Total Sub	$600.00

Total Labor & Material	$ 3,487.98
Total Subcontractor	$600.00
Contractor OH & Profit (20%)	$ 697.60
Subcontractor OH & Profit (15%)	$ 90.00
Contractor OH & P on Subcontractor (10%)	$ 60.00
Bond 2%	$ 97.51
Time Impact:	
Total	$5,033.09

Agenda Item No.: 12.B
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **APPROVE THE DEVELOPMENT PLANS FOR AN EMERGENCY OUTDOOR SIREN SYSTEM AT THREE LOCATIONS, DIRECT STAFF TO PROCEED WITH THE PERMITTING AND INSTALLATION OF THE SIREN SYSTEM, AND MAKE A FINDING THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **October 23, 2023**

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

On April 26, 2021, staff recommended that the City Council engage the services of HQE.

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

On March 14, 2022, the City Council unanimously voted to amend the PSA with HQE allocating an additional not-to-exceed $3,500 to investigate additional siren pole locations.

In early July 2022, HQE submitted a revised Feasibility Study.

At the January 23, 2023 City Council meeting, the City Council selected four siren pole locations as follows:

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

At the March 27, 2023 City Council meeting, the City Council approved the HQE proposal for additional work in the amount of $4,195 to perform another sound propagation analysis for three locations from the above list.

On May 15, 2023, representatives from HQE met with City staff and representatives from the Rolling Hills Community Association (RHCA) to visit the three proposed sights. Prior to the site visits, Cal Water informed staff that their facility location was no longer an option. Instead, the RHCA easement at the Crest Road East gate was used.

On June 12, 2023 the City Council received an updated sound propagation report confirming that three sire pole locations would allowing the majority of the residents to hear the siren at 70 decibels. HQE System Inc., indicated that turnkey solution selected by the City Council was estimated at $144,000 with an annual maintenance fee of $13,981. With the added intelligible voice feature of $39,000 per pole, the capital improvement project cost was $261,000. City Council voted, 4-1 (Dieringer dissenting), to move forward with the proposed siren installation using the intelligible voice system.

DISCUSSION:
On June 12, 2023, the City Council approved moving forward with installation of the siren tone and intelligible voice system for three 50-foot-high poles as described in the professional services agreement.

HQE has prepared the development plans showing the location and specifications for each siren. Here is a summary of each:

1. City Hall Location: The new 50-foot-high pole will be located in the City Hall parking lot approximately 10 feet from the utility room and 12 feet from the fence fronting Palos Verdes Drive North. It will be in the public right-of way maintained by the City of Rolling Hills Estates (RHE). Staff has reached out to RHE and is awaiting a response in terms of permitting procedures.
2. Crest Road West Near Fire Station 56: The location along Crest Road West will be located within the RHCA roadway easement. RHCA has requested it be placed away from the roadway for safety and aesthetic reasons. The proposed location will be downslope from the street approximately 50 feet from the centerline of Crest Road West. It will be approximately 135 feet west from the edge of the fire station driveway. Since the pole will be located at a lower elevation from the street, the height will be approximately 70 feet from adjacent grade. However, the height from street-level will be 50 feet. The additional height is needed so that sound propagation is above the roof ridge of adjacent homes, particularly the one across the street at 3 Crest Road West.
3. Crest Road East Outside of Gate: This location is within an RHCA easement approximately 10 feet from an Edison pole and six feet from a fence. The fence will need to be removed in order to install the pole but will be replaced.

According to HQE, the two locations at City Hall and the Crest Road East gate will be standard (Class 3 poles which are 50 feet long) that will comply with the terms of the agreement. The

pole on Crest Road West near Fire Station 56 will need to be customized (Class 1) because of the additional height. A Class 1 pole is typically $10,000 to $12,000 as compared to a Class 3 pole which is approximately $2,000. As such, a change order would be required for the taller Class 1 pole. According to RHCA, placing the pole next to the street may not save costs because a security wall should be placed around the pole. It would also be much more visible and obtrusive.

ENVIRONMENTAL REVIEW
The solicitation for bids did not constitute a Project as defined under the California Environmental Quality Act ("CEQA"). Further, the repair, replacement and installation of an Equestrian Fence at City Hall is exempt from CEQA pursuant to section 15301 of the CEQA Guidelines (Existing facilities) in that it will replace previously existing fencing at City Hall. Further, this action is exempt under section 15302 of the CEQA Guidelines as it consists of the replacement or reconstruction of existing structures and facilities on the same site as the replaced structures and facilities and will have the same purpose and capacity.

FISCAL IMPACT:
The City Council previously allocated $300,000 to the Outdoor Siren System project. To date, $3,500 was spent on the initial feasibility study. Another $1,900 was spent on coordinating with Cal Water on potential sire pole locations within the community. The most recent sound propagation study cost $4,195 for a total of $9,595, leaving $290,405 available for the project.

At the June 12, 2023 City Council meeting, HQE System Inc., confirmed that turnkey solution selected by the City Council was estimated at $144,000 with an annual maintenance fee of $13,981. With the added intelligible voice feature of $39,000 per pole, the capital improvement project cost is $261,000, which was approved by Council. This leaves $29,405 from the original allocation.

If the customized Class 1 pole is approved for the Crest Road West location, HQE will be submitting a change order of approximately $10,000-$12,000, which would be brought to Council at a later date. There is enough in the original allocation to cover a change order and the first year of project maintenance ($13,981 per year).

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PW_OutdoorSirenSystem_Plans_OUTDOOR_MNS_-_RHA_SUBMITTAL_10_03_23_V1.1.pdf
PW_OutdoorSirenSystem_Photos.pdf
CL_AGN_230706_HQE_SirenInstallation_F_A2_E.pdf

CUI

CUI

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED

INSTALLATION DESIGN PLAN (IDP)
CITY OF ROLLING HILLS
MNS INSTALLATION
CITY OF ROLLING HILLS, CA

IDP DRAWING INDEX			
REVISION	SHEET NUMBER	ACAD FILENAME	TITLE
–	1	CITY OF ROLLING HILLS OUTDOOR MNS_–_1	TITLE SHEET
–	2	CITY OF ROLLING HILLS OUTDOOR MNS_–_2	MASTER SITE PLAN
–	100	CITY OF ROLLING HILLS OUTDOOR MNS_–_100	MASTER LIST OF EQUIPMENT
–	101	CITY OF ROLLING HILLS OUTDOOR MNS_–_101	MASTER LIST OF MATERIAL
–	200	CITY OF ROLLING HILLS OUTDOOR MNS_–_200	FIRE STATION (WEST) PLAN VIEW
–	201	CITY OF ROLLING HILLS OUTDOOR MNS_–_201	CITY HALL PLAN VIEW
–	202	CITY OF ROLLING HILLS OUTDOOR MNS_–_202	CREST EAST PLAN VIEW
–	203	CITY OF ROLLING HILLS OUTDOOR MNS_–_203	CREST WEST ELEVATION VIEW
–	400	CITY OF ROLLING HILLS OUTDOOR MNS_–_400	EQUIPMENT ARRANGEMENT, 4 HORN SPEAKER TOWER, FIRE STATION (WEST)
–	401	CITY OF ROLLING HILLS OUTDOOR MNS_–_401	EQUIPMENT ARRANGEMENT, 4 HORN SPEAKER TOWER, CITY HALL
–	402	CITY OF ROLLING HILLS OUTDOOR MNS_–_402	EQUIPMENT ARRANGEMENT, 4 HORN SPEAKER TOWER, CREST EAST
–	403	CITY OF ROLLING HILLS OUTDOOR MNS_–_403	EQUIPMENT ARRANGEMENT, 4 HORN SPEAKER MOUNTING DETAIL ALL LOCATIONS
TOTAL SHEETS IN PACKAGE – 12 SHEETS			

ROLLING HILLS HOA.
SIGNATURE NEEDED

APPROVED: _____

APPROVED WITH COMMENTS: _____

REJECTED: _____

ROLLING HILLS PLANNING DEPT.
SIGNATURE NEEDED

APPROVED: _____

APPROVED WITH COMMENTS: _____

REJECTED: _____

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HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-987-3038
NXXXXX-XX-D-XXXX
HQE SYSTEMS INC.

CITY OF ROLLING HILLS
MNS INSTALLATION
2 PORTUGESE BEND RD
ROLLING HILLS, CA 90274

TITLE SHEET

DESIGN	L. GOMEZ	DATE 08/15/23
CHKD	C. HAWLEY	DATE 10/03/23
APVD		

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_–_1_RHA SHEET 1

100% SUBMITTAL 10/03/23

98

CUI

CUI

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED



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HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-987-3038
NXXXXX-XX-D-XXXX

HQE SYSTEMS INC.

DESIGN L. GOMEZ DATE 08/15/23
CHKPC. HAWLEY DATE 10/03/23
APVD

CITY OF ROLLING HILLS
MNS INSTALLATION

MASTER SITE PLAN

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_-_2 SHEET 2

100% SUBMITTAL 10/03/23

99

CUI

LIST OF EQUIPMENT

ITEM NO.	QTY	DESCRIPTION	REMARKS	CFM
1	–	–	–	
2	–	–	–	
3	–	–	–	
4	–	–	–	
5	–	–	–	
6	–	–	–	
7	–	–	–	
8	–	–	–	
9	–	–	–	
10	–	–	–	
11	–	–	–	
12	–	–	–	
13	–	–	–	
14	–	–	–	

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED

NOTES:

1. LIST OF EQUIPMENT – TBD

100% SUBMITTAL 10/03/23

100

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NWC APPROVAL		
	SIGNATURE	DATE
PROJ ENGR		
BR HEAD		
DIV DIR		
SUBGRP DIR		
APVD FOR NWC		DATE

HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-967-3038
N0000X-XX-D-XXXX
HQE SYSTEMS INC.

DESIGN	L. GOMEZ	DATE 08/15/23
CHKD	C. HAWLEY	DATE 10/03/23
APVD		

CITY OF ROLLING HILLS
MNS INSTALLATION

LIST OF EQUIPMENT

FILENAME	CITY OF ROLLING HILLS OUTDOOR MNS_–_100	SHEET 100

CUI

CUI

LIST OF MATERIAL

ITEM NO.	QTY	DESCRIPTION	REMARKS	CFM
1	–	–	–	
2	–	–	–	
3	–	–	–	
4	–	–	–	
5	–	–	–	
6	–	–	–	
7	–	–	–	
8	–	–	–	
9	–	–	–	
10	–	–	–	
11	–	–	–	
12	–	–	–	
13	–	–	–	
14	–	–	–	

REVISIONS

ZONE	LTR	DESCRIPTION	DATE	APPROVED

NOTES:

1. LIST OF MATERIAL – TBD

101

100% SUBMITTAL 10/03/23

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NWC APPROVAL		
	SIGNATURE	DATE
PROJ ENGR		
BR HEAD		
DIV DIR		
SUBGRP DIR		
APVD FOR NWC		DATE

HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-967-3038
NXXXXX-XX-D-XXXX
HQE SYSTEMS INC.

HQE

DESIGN	L. GOMEZ	DATE 08/15/23
CHKD	C. HAWLEY	DATE 10/03/23
APVD		

CITY OF ROLLING HILLS
MNS INSTALLATION

LIST OF MATERIALS

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_–_101 SHEET 101

CUI

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED



B
200 | 400
CREST RD WEST
SCALE: NONE

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HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-987-3038
NXXXXX-XX-D-XXXX

HQE SYSTEMS INC.

DESIGN	L. GOMEZ	DATE 08/15/23
CHKD	C. HAWLEY	DATE 10/03/23
APVD		

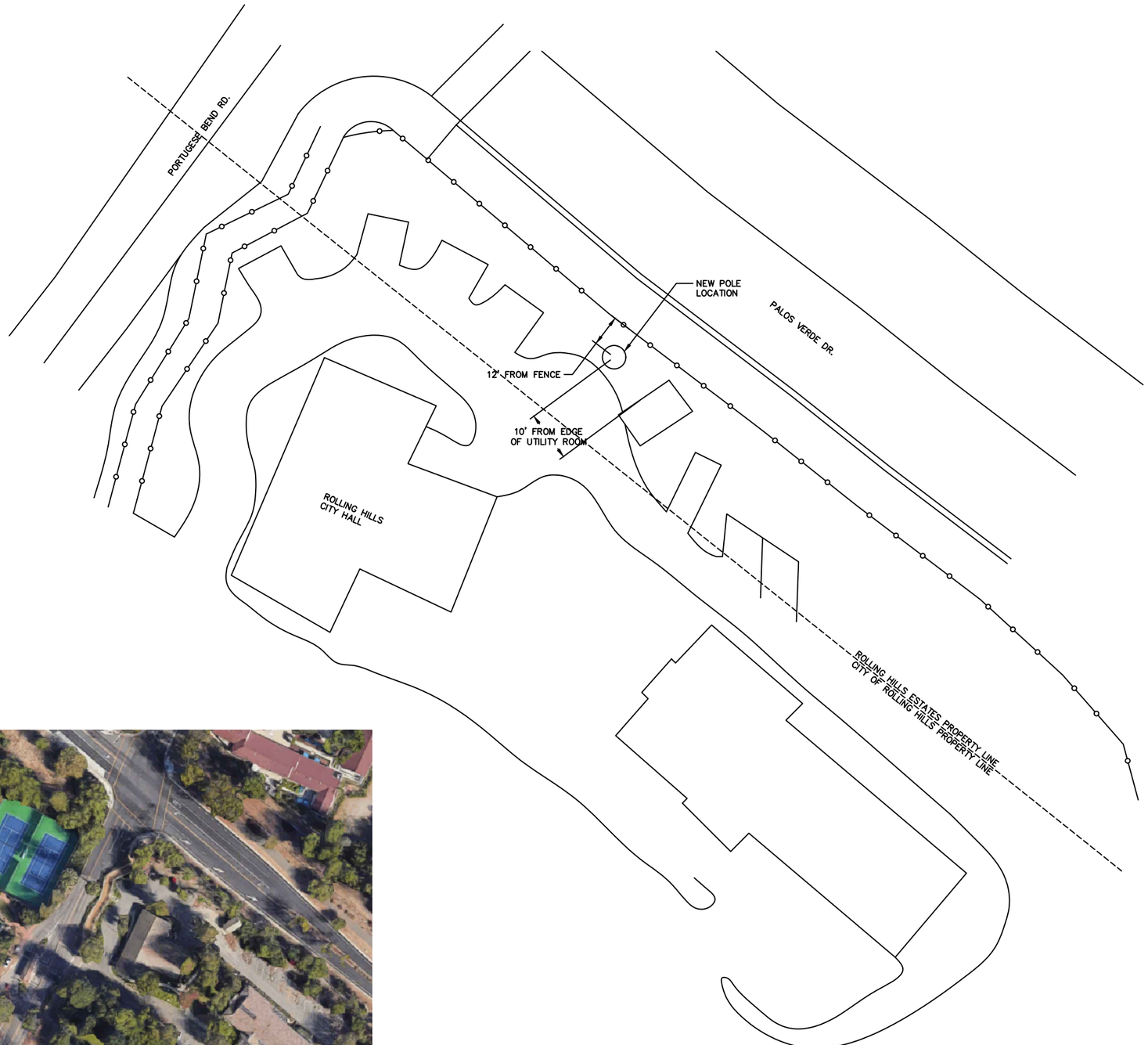
CITY OF ROLLING HILLS
MNS INSTALLATION
FIRE STATION (WEST) PLAN VIEW

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_-_200 SHEET 200

100% SUBMITTAL 10/03/23

102

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED



C
201 | 401
CITY HALL
SCALE: NONE

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HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-967-3038
NXXXXX-XX-D-XXXX
HQE SYSTEMS INC.

HQE

DESIGN	L. GOMEZ	DATE 08/15/23
CHKD	C. HAWLEY	DATE 10/03/23
APVD		

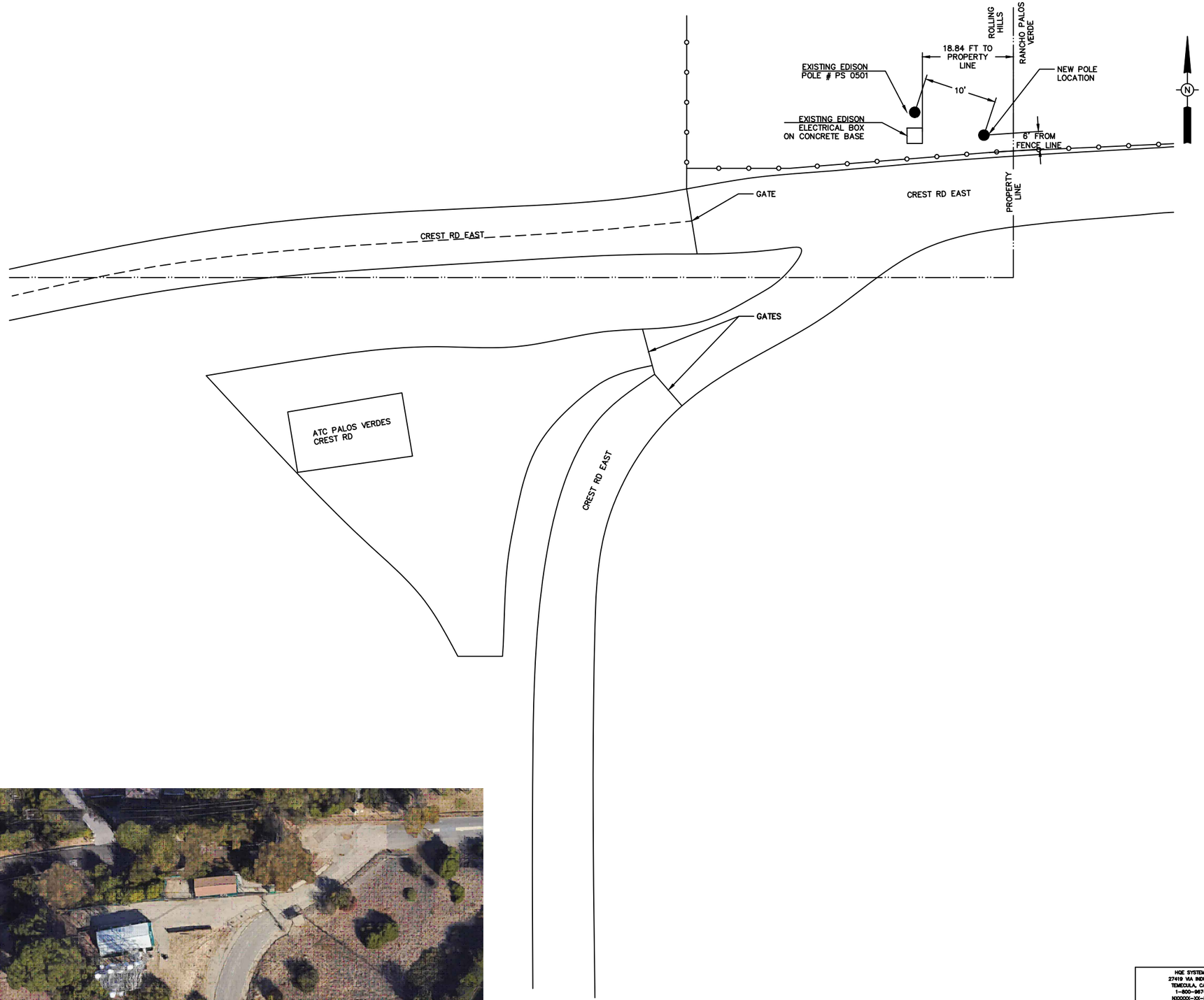
CITY OF ROLLING HILLS MNS INSTALLATION

CITY HALL PLAN VIEW

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_-_-201 SHEET 201

100% SUBMITTAL 10/03/23

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED



D
202 | 402

CREST EAST
SCALE: NONE

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ROLLING HILLS, CA 90274

HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-967-3038
NXXXXX-XX-D-XXXX
HQE SYSTEMS INC.

CITY OF ROLLING HILLS MNS INSTALLATION

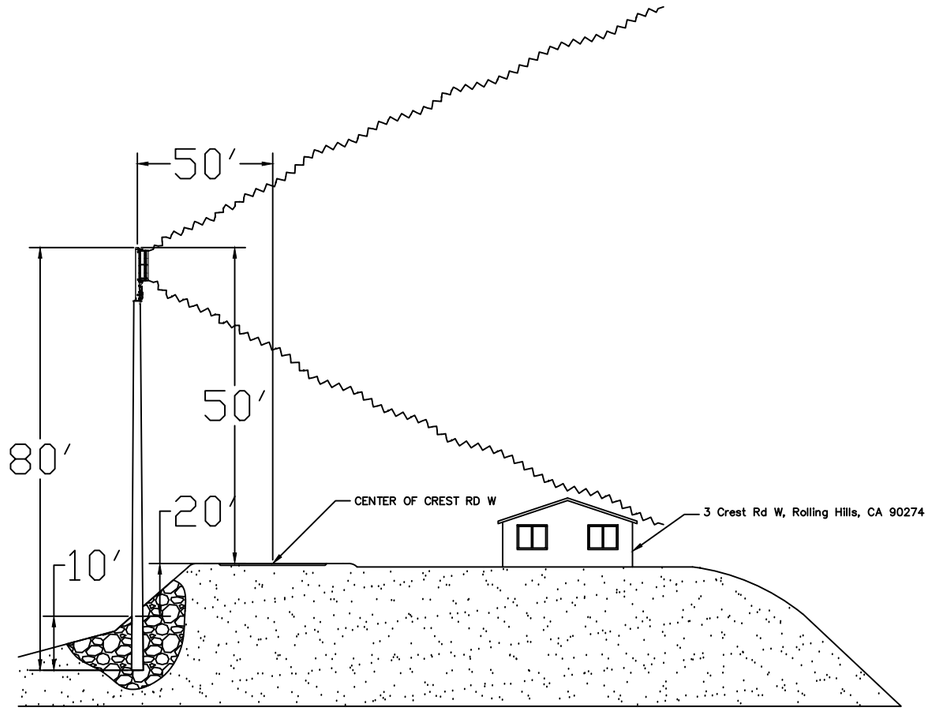
CREST EAST PLAN VIEW

DESIGN	L. GOMEZ	DATE	08/15/23
CHKD	C. HAWLEY	DATE	10/03/23
APVD			

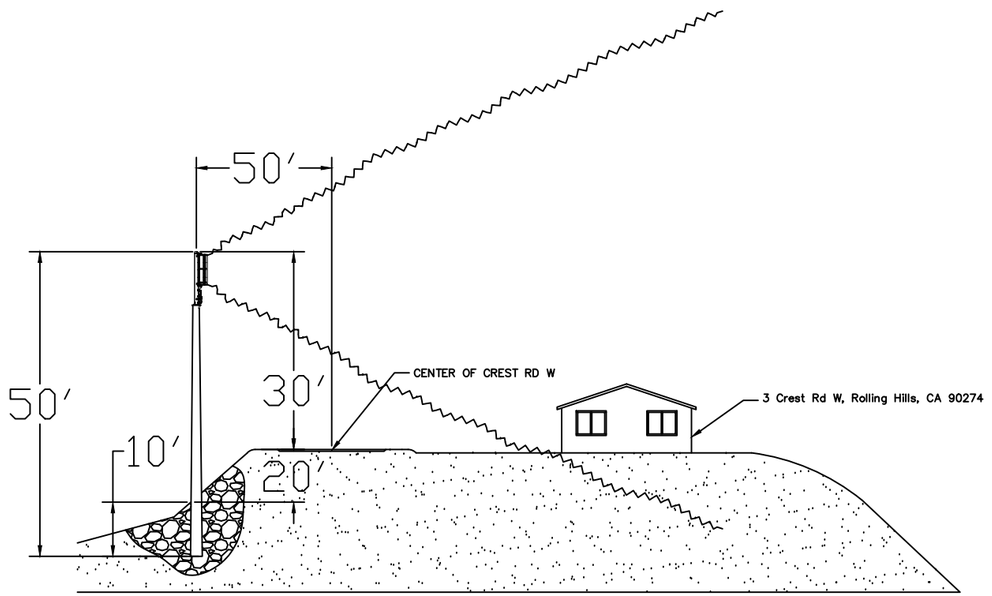
FILENAME: CITY OF ROLLING HILLS OUTDOOR MNS_-_202 | SHEET: 202

100% SUBMITTAL 10/03/23

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED



PROPOSED DESIGN
SCALE: NONE



CURRENT DESIGN
SCALE: NONE

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HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-967-3038
NXXXXX-XX-D-XXXX
HQE SYSTEMS INC.

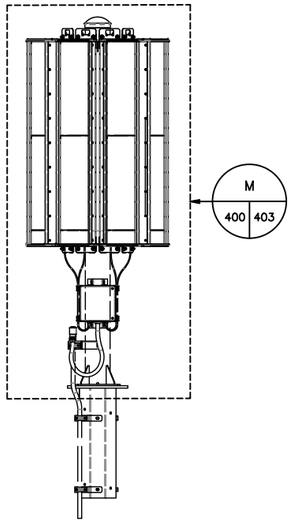
CITY OF ROLLING HILLS
MNS INSTALLATION
CREST WEST ELEVATION VIEW

DESIGN	L. GOMEZ	DATE	08/15/23
CHKD	C. HAWLEY	DATE	10/03/23
APVD			

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_-_203 SHEET 203

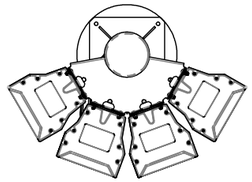
100% SUBMITTAL 10/03/23

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED

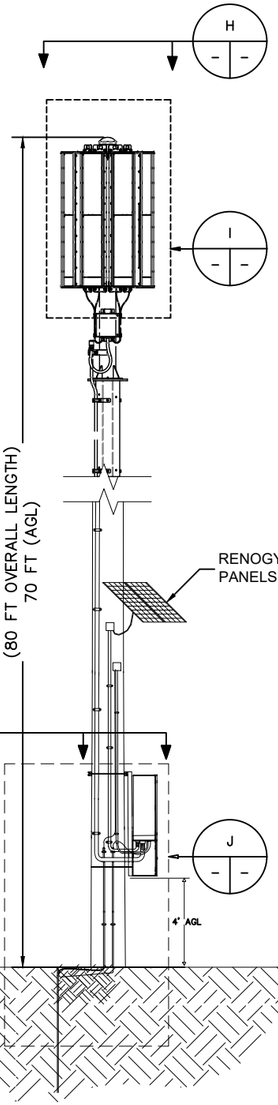


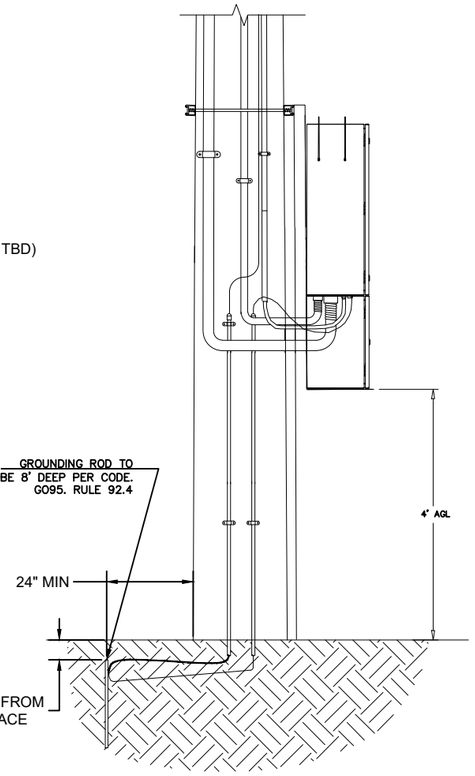
I — SPEAKER ARRAY POLE MOUNTING DETAIL
SCALE: NONE

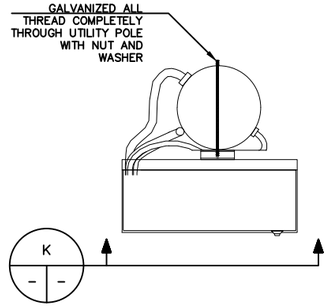
POWER CONSUMPTION:
200W, 12v 100ah, PER POLE



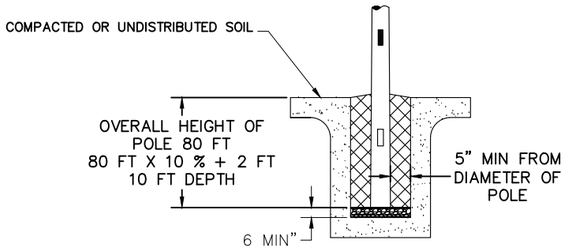
H — SPEAKER ARRAY POLE MOUNTING (PLAN)
SCALE: NONE







G — SECTION VIEW
400 400
SCALE: NONE



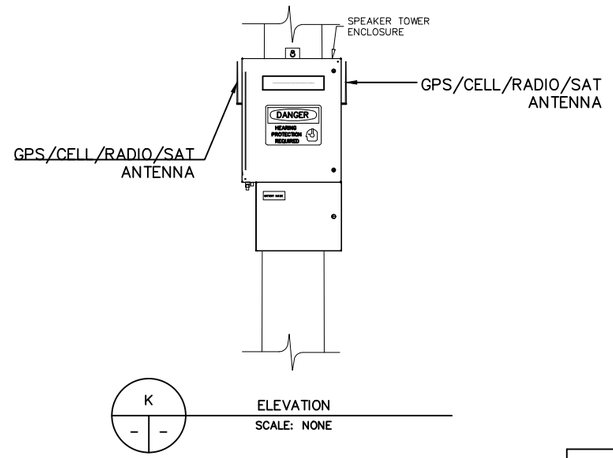
L — SPEAKER POLE EMBEDMENT DETAIL
SCALE: NONE

Table 6 Pole Setting Depths		
Total length of pole (feet)	Depth in soil (feet)	Depth in Rock (feet)
20	4	3
25	4 ½	3
30	5	3
35	5	3 ½
40	5 ½	3 ½
45	6	4
50	6 ½	4
55	7	4 ½
60	7	4 ½
65	7 ½	5
70	7 ½	5
75	8	5 ½
80	8	6

NOTES:

1. SIRENS TO BE POWERED BY SOLAR PANELS. PANELS ARE NOT TIED TO LOCAL ELECTRICAL COMPANY. POWER CONSUMPTION OF SIRENS ARE 200W, 12v 100ah.
2. INSTALLATION OF WOODEN CLASS II UTILITY POLES MEET REQUIREMENTS PER GENERAL ORDER 95, SECTION 49.1, A THROUGH D. EMBEDMENT OF WOODEN UTILITY POLE IS 10 PERCENT PLUS 2 FT.
3. PER GENERAL ORDER 95, SECTION IX, RULE 92.4, GROUNDING ROD SHALL BE CORROSION-RESISTING METAL ROD, NO LESS THAN 5/8-INCH IN DIAMETER BY 8 FEET (TOTAL) IN LENGTH. GROUND RODS SHALL BE DRIVEN INTO THE GROUND NO LESS THAN 8 FEET AND THE TOP END OF ROD SHALL BE NO LESS THAN 1 FOOT BELOW THE SURFACE OF THE GROUND AND MIN OF 24 INCHES FROM POLE.

ALL METAL FASTENERS EXPOSED TO WEATHER, SHALL BE GALVANIZED TO WITH STAND WEATHER CONDITIONS.



K — ELEVATION
SCALE: NONE

LEGEND:

- J — JUNCTION BOX
- MNS ANTENNA
- T — MNS TRANSCEIVER
- POWER PANEL
- XXX — ROOM CALLOUT

E — SPEAKER TOWER, POLE MOUNT
SCALE: NONE

J — SPEAKER TOWER ENCLOSURE ELEVATION
SCALE: NONE

B — HORN SPEAKER ARRAY
200 400
SCALE: NONE

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HQE SYSTEMS INC.
27419 YIA INDUSTRIA
TEMECULA, CA 92590
1-800-967-3038
NXXXXX-XX-D-XXXX
HQE SYSTEMS INC.

HQE

DESIGN L. GOMEZ	DATE 08/15/23	
CHKD C. HAWLEY	DATE 10/03/23	
APVD		

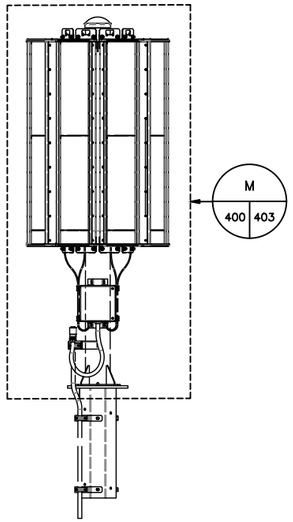
CITY OF ROLLING HILLS
MNS INSTALLATION

EQUIPMENT ARRANGEMENT
4 HORN SPEAKER TOWER, CREST RD WEST

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_-_400 SHEET 400

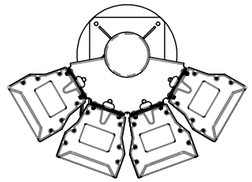
100% SUBMITTAL 10/03/23

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED

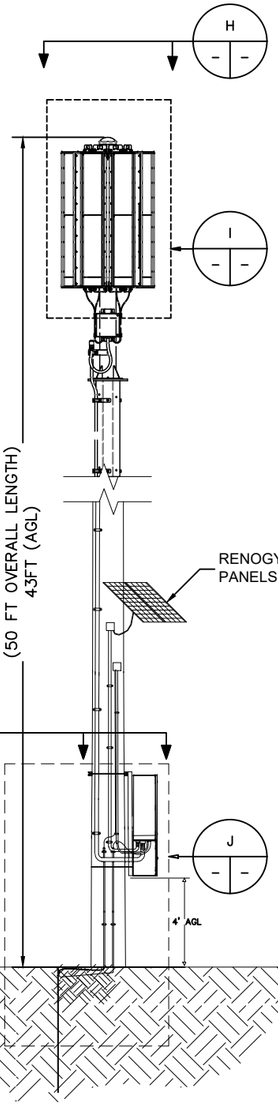


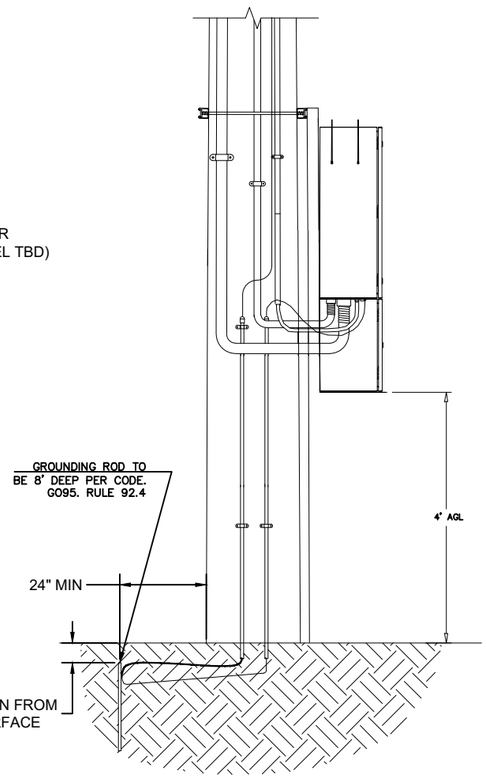
I
SPEAKER ARRAY POLE MOUNTING DETAIL
SCALE: NONE

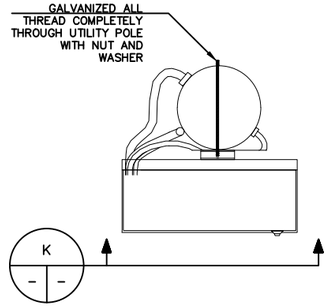
POWER CONSUMPTION:
200W, 12v 100ah, PER POLE



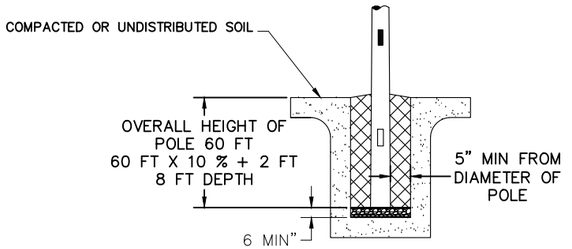
H
SPEAKER ARRAY POLE MOUNTING (PLAN)
SCALE: NONE







SECTION VIEW
SCALE: NONE



L
SPEAKER POLE EMBEDMENT DETAIL
SCALE: NONE

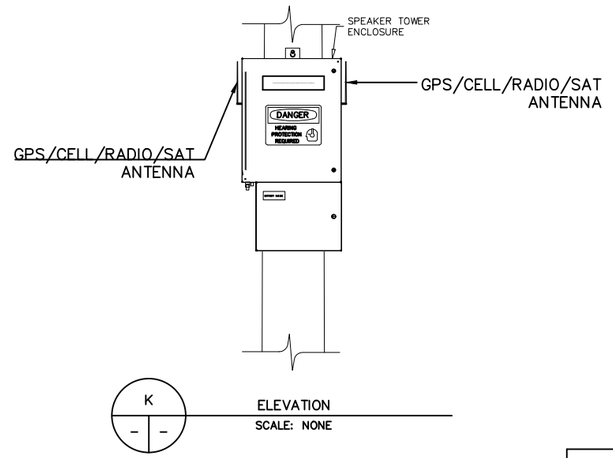
Table 6
Pole Setting Depths

Total length of pole (feet)	Depth in soil (feet)	Depth in Rock (feet)
20	4	3
25	4 ½	3
30	5	3
35	5	3 ½
40	5 ½	3 ½
45	6	4
50	6 ½	4
55	7	4 ½
60	7	4 ½
65	7 ½	5
70	7 ½	5
75	8	5 ½
80	8	6

NOTES:

1. SIRENS TO BE POWERED BY SOLAR PANELS. PANELS ARE NOT TIED TO LOCAL ELECTRICAL COMPANY. POWER CONSUMPTION OF SIRENS ARE 200W, 12v 100ah.
2. INSTALLATION OF WOODEN CLASS II UTILITY POLES MEET REQUIREMENTS PER GENERAL ORDER 95, SECTION 49.1, A THROUGH D. EMBEDMENT OF WOODEN UTILITY POLE IS 10 PERCENT PLUS 2 FT.
3. PER GENERAL ORDER 95, SECTION IX, RULE 92.4, GROUNDING ROD SHALL BE CORROSION-RESISTING METAL ROD, NO LESS THAN 5/8-INCH IN DIAMETER BY 8 FEET (TOTAL) IN LENGTH. GROUND RODS SHALL BE DRIVEN INTO THE GROUND NO LESS THAN 8 FEET AND THE TOP END OF ROD SHALL BE NO LESS THAN 1 FOOT BELOW THE SURFACE OF THE GROUND AND MIN OF 24 INCHES FROM POLE.

ALL METAL FASTENERS EXPOSED TO WEATHER, SHALL BE GALVANIZED TO WITH STAND WEATHER CONDITIONS.



K
ELEVATION
SCALE: NONE

LEGEND:

- J — JUNCTION BOX
- A — MNS ANTENNA
- T — MNS TRANSCEIVER
- POWER PANEL
- XXX — ROOM CALLOUT

E
SPEAKER TOWER, POLE MOUNT
SCALE: NONE

J
SPEAKER TOWER ENCLOSURE ELEVATION
SCALE: NONE

C
401 401
HORN SPEAKER ARRAY
SCALE: NONE

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HQE SYSTEMS INC.
27419 MA INDUSTRIA
TEMECULA, CA 92590
1-800-967-3038
NXXXXX-XX-D-XXXX
HQE SYSTEMS INC.

HQE

DESIGN	L. GOMEZ	DATE 08/15/23
CHKD	C. HAWLEY	DATE 10/03/23
APVD		

CITY OF ROLLING HILLS
MNS INSTALLATION

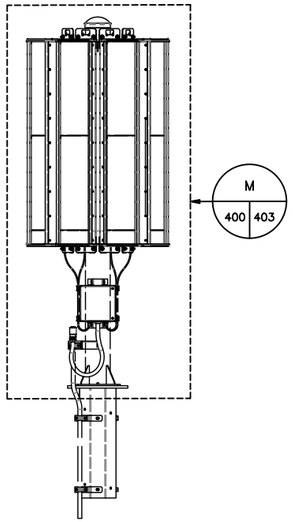
EQUIPMENT ARRANGEMENT
4 HORN SPEAKER TOWER, CREST RD EAST

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_-_401 SHEET 401

100% SUBMITTAL 10/03/23

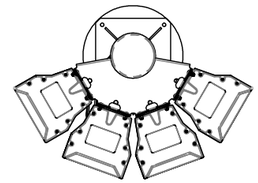
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REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED

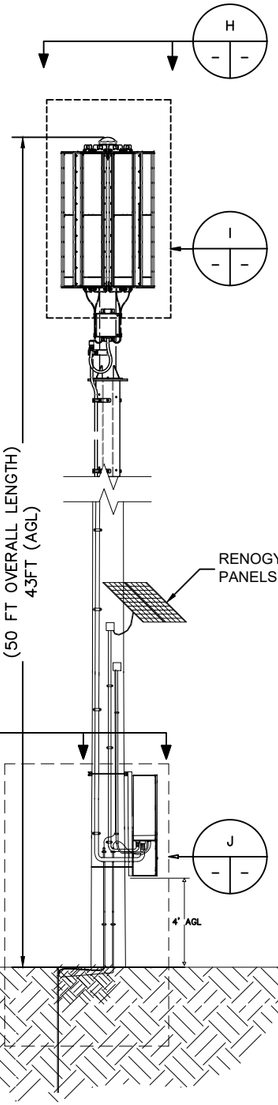


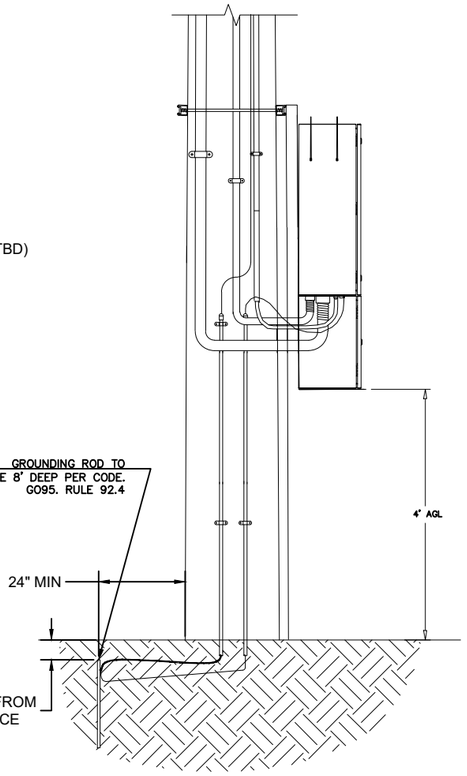
I — SPEAKER ARRAY POLE MOUNTING DETAIL
SCALE: NONE

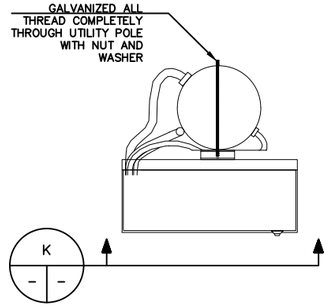
POWER CONSUMPTION:
200W, 12v 100ah, PER POLE



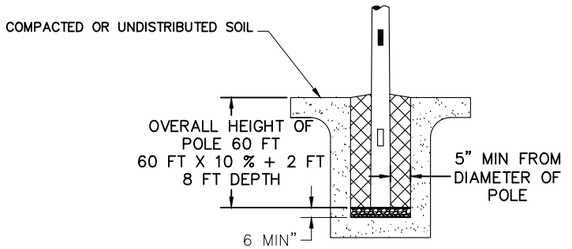
H — SPEAKER ARRAY POLE MOUNTING (PLAN)
SCALE: NONE







SECTION VIEW
SCALE: NONE



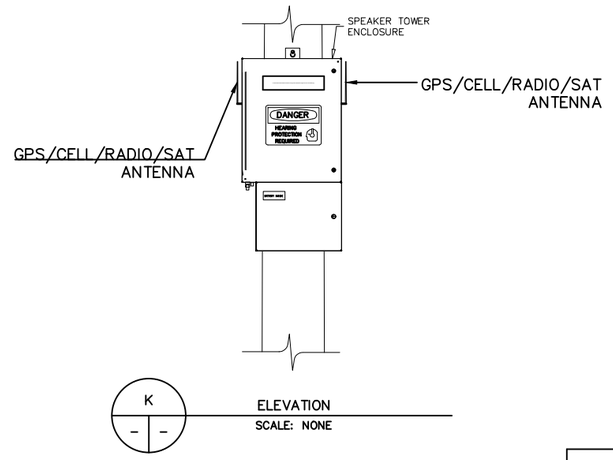
L — SPEAKER POLE EMBEDMENT DETAIL
SCALE: NONE

Tables 6 Pole Setting Depths		
Total length of pole (feet)	Depth in soil (feet)	Depth in Rock (feet)
20	4	2
25	4 ½	3
30	5	3
35	5	3 ½
40	5 ½	3 ½
45	6	4
50	6 ½	4
55	7	4 ½
60	7	4 ½
65	7 ½	5
70	7 ½	5
75	8	5 ½
80	8	6

NOTES:

1. SIRENS TO BE POWERED BY SOLAR PANELS. PANELS ARE NOT TIED TO LOCAL ELECTRICAL COMPANY. POWER CONSUMPTION OF SIRENS ARE 200W, 12v 100ah.
2. INSTALLATION OF WOODEN CLASS II UTILITY POLES MEET REQUIREMENTS PER GENERAL ORDER 95, SECTION 49.1, A THROUGH D. EMBEDMENT OF WOODEN UTILITY POLE IS 10 PERCENT PLUS 2 FT.
3. PER GENERAL ORDER 95, SECTION IX, RULE 92.4, GROUNDING ROD SHALL BE CORROSION-RESISTING METAL ROD, NO LESS THAN 5/8-INCH IN DIAMETER BY 8 FEET (TOTAL) IN LENGTH. GROUND RODS SHALL BE DRIVEN INTO THE GROUND NO LESS THAN 8 FEET AND THE TOP END OF ROD SHALL BE NO LESS THAN 1 FOOT BELOW THE SURFACE OF THE GROUND AND MIN OF 24 INCHES FROM POLE.

ALL METAL FASTENERS EXPOSED TO WEATHER, SHALL BE GALVANIZED TO WITH STAND WEATHER CONDITIONS.



ELEVATION
SCALE: NONE

LEGEND:

- J — JUNCTION BOX
- MNS ANTENNA
- T — MNS TRANSCEIVER
- POWER PANEL
- XXX — ROOM CALLOUT

E — SPEAKER TOWER, POLE MOUNT
SCALE: NONE

J — SPEAKER TOWER ENCLOSURE ELEVATION
SCALE: NONE

D
402 402
HORN SPEAKER ARRAY
SCALE: NONE

THIS IDP IS FOR OFFICIAL USE ONLY. DISTRIBUTION IS LIMITED TO THE CITY OF ROLLING HILLS. REQUESTS FOR DISTRIBUTION MUST BE REFERRED TO THE CITY OF ROLLING HILLS ROLLING HILLS, CA 90274

HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-967-3036
NXXXXX-XX-D-XXXX
HQE SYSTEMS INC.

DESIGN L. GOMEZ DATE 08/15/23
CHKD C. HAWLEY DATE 10/03/23
APVD

CITY OF ROLLING HILLS
MNS INSTALLATION

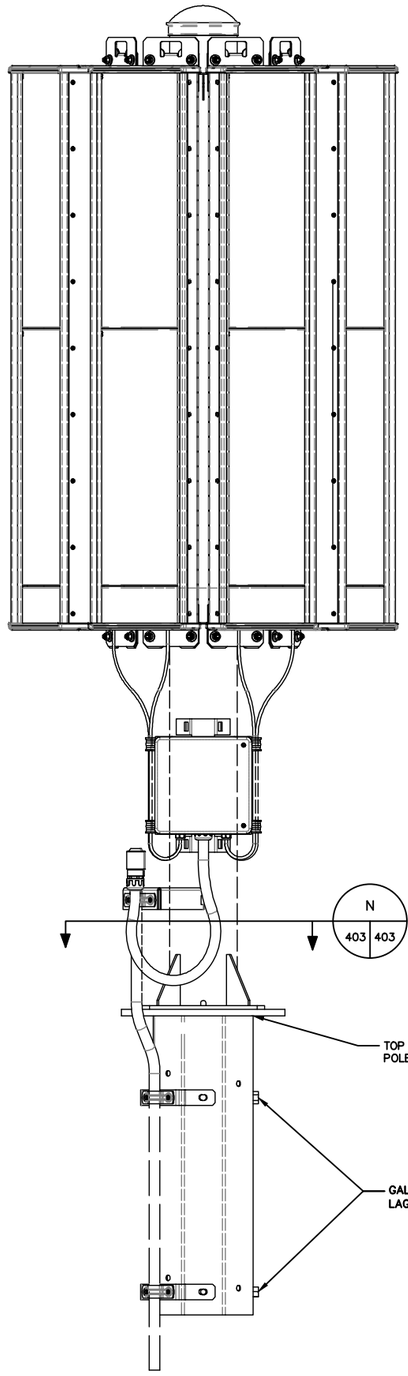
EQUIPMENT ARRANGEMENT
4 HORN SPEAKER TOWER,
CITY HALL

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_-_402 SHEET 402

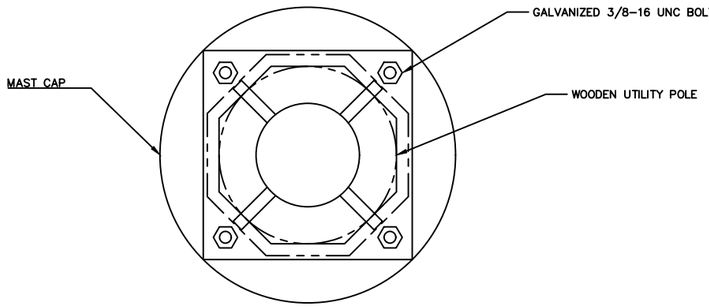
100% SUBMITTAL 10/03/23

108

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED



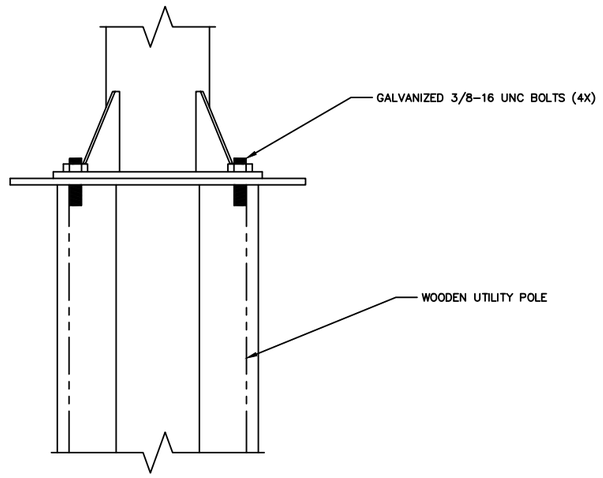
M 403 403 SPEAKER ARRAY POLE MOUNTING DETAIL
SCALE: NONE



N 403 403 MAST CAP MOUNTING: SECTION VIEW
SCALE: NONE



MAST CAP ISO VIEW
SCALE: NONE



O 403 403 MAST CAP MOUNTING: ELEVATION VIEW
SCALE: NONE

NOTES:

1. MAST CAP TO BE INSTALLED WITH SPEAKER ARRAY AT TOP OF UTILITY POLE AFTER POLE HAS BEEN INSTALLED.
2. ALL MATERIALS USED FOR MAST INSTALLATION EXPOSED TO WEATHER, SHALL BE GALVANIZED TO WITH STAND WEATHER CONDITIONS.

LEGEND:

- J — JUNCTION BOX
- A — MNS ANTENNA
- T — MNS TRANSCEIVER
- POWER PANEL
- XXX — ROOM CALLOUT

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HQE SYSTEMS INC.
27419 VIA INDUSTRIA
TEMECULA, CA 92590
1-800-967-3038
NXXXXX-XX-D-XXXX
HQE SYSTEMS INC.

DESIGN	L. GOMEZ	DATE 08/15/23
CHKD	C. HAWLEY	DATE 10/03/23
APVD		

CITY OF ROLLING HILLS MNS INSTALLATION

EQUIPMENT ARRANGEMENT 4 HORN SPEAKER MOUNTING DETAIL ALL LOCATIONS

FILENAME CITY OF ROLLING HILLS OUTDOOR MNS_-_403 SHEET 403

100% SUBMITTAL 10/03/23

SIREN LOCATION AT CITY HALL





SIREN LOCATION AT CREST ROAD WEST NEAR FIRE STATION





SIREN LOCATION AT CREST ROAD EAST GATE





CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 26th day of June 2023 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and HQE Systems Inc. a California corporation located at 27419 Via Industria, Temecula, CA 92590 "CONSULTANT."

1. RECITALS:

A. The CITY desires to contract the CONSULTANT to provide the design, procurement and installation of a turnkey emergency communications system for the City of Rolling Hills.

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

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

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

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the attached Exhibit A. The end result of the services shall include a turnkey emergency communications system which includes, but is not limited to; (i) three, 50 foot speaker towers (two directional and one omnidirectional) equipped with intelligible voice and tone capability at the three locations identified in Exhibit A and referred to as the First Station Tower, Easter Gate Tower and City Hall Tower which shall result in a system that, at a minimum, produces the specified Sound Pressure Level identified by the Original Equipment Manufacturer to ensure proper coverage. Outside of extraordinary circumstances on a property (*e.g.* loud generator, wall of 100' trees covering the perimeter of a property, *etc.*), CONSULTANT warrants that the system is designed to reach 70 dB at each residence in the City; (ii) speaker/audio system that can provide the listed decibel levels throughout the City as described in Exhibit A; (iii) system that can be managed and activated via an Advanced Communication Module (ACM) to remotely access, control and activate via a secure portal; (iv) reasonable efforts such that the system may be integrated with other regional alert systems which may require additional costs (collectively referred to as "SERVICES").

To the extent this Agreement conflicts with Exhibit A, or any other exhibit, this Agreement shall control.

3. COST

The CITY agrees to pay CONSULTANT for all the work contemplated by this AGREEMENT in the amount of Two Hundred Sixty One Thousand Dollars ($261,000.00). The cost is more particularly described in Exhibit A. This fee includes all expenses, consisting of all local travel, attendance at meetings, printing and submission of any plans or any other documents required by the Scope of Work. Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed within (30 days) of submitting an uncontested invoice to CITY for SERVICES. CONSULTANT shall submit invoices per the approved project milestones. Milestones include 50% upon parts on order. 40% upon installation. Final 10% upon full test and acceptance by the CITY. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

CONSULTANT may employ qualified independent subcontractor(s) to assist CONSULTANT in the performance of SERVICES with CITY's prior written approval.

6. COMMENCEMENT OF WORK

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

7. PERFORMANCE TO SATISFACTION OF CITY

CONSULTANT agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified.

8. COMPLIANCE WITH LAW

All SERVICES rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal Law.

(A). Federal Requirements

In the event federal funds are used to fund all or a portion of this contract. The CONSULTANT shall comply with all federal requirements including, but not limited to, the following:

(i). 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(ii). Federal Contract Provisions attached hereto as Exhibit B and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

(B). CONSULTANT is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. CONSULTANT shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the CONSULTANT and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the CONSULTANT and all subconsultants performing such services must be registered with the Department of Industrial Relations. CONSULTANT shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

9. ACCOUNTING RECORDS

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

10. OWNERSHIP OF DATA

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

11. TERM OF CONTRACT

The term of this Agreement shall be from the effective date of this Agreement to December 31, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon notice from the City.

12. TERMINATION

This contract may be terminated by the CITY with or without cause upon fourteen (14) days written notice to the CONSULTANT. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

13. ASSIGNABILITY

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

14. AMENDMENT

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

15. NON-SOLICITATION CLAUSE

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

16. INDEMNITY

CONSULTANT shall indemnify and save harmless CITY, its elected and appointed officers and employees from all claims, damages, suits, cost or actions of every name, kind or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of CONSULTANT, it officers, agents, employees and/or servants in connection with this AGREEMENT.

CITY shall indemnify and save harmless CONSULTANT, its officers, agents, employees, and servants from all claims, damages, suits, costs or actions of every name, kind, or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of the CONSULTANT, its officers, agents, employees, and/or servants in connection with this AGREEMENT.

If CONSULTANT should subcontract all or any portion of the SERVICES to be performed under this AGREEMENT, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the term of the preceding paragraph. This section shall survive termination or expiration of this AGREEMENT.

17. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 16 - Indemnity, CONSULTANT shall not begin work under this AGREEMENT until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this AGREEMENT, and shall be maintained throughout the term of this AGREEMENT. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of $300,000 for property damage, $300,000 for injury to one person/single occurrence, and $300,000 for injury to more than one person/single occurrence.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this AGREEMENT, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $500,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. CONSULTANT shall require all subcontractors who are hired by CONSULTANT to perform the SERVICES and who have employees to similarly obtain Worker's Compensation Insurance for all of the subcontractor's employees.

iv. Professional Liability Insurance for CONSULTANT that at a minimum covers professional misconduct or lack of the requisite skill required for the performances of SERVICES in an amount of not less than $500,000 per occurrence.

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

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

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

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

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. INDEPENDENT CONTRACTOR

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

any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

21. ENTIRE AGREEMENT OF THE PARTIES

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

22. NOTICES.

All written notices required by, or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; the parties to this AGREEMENT shall promptly inform the other party of any change of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this AGREEMENT is as follows:

CITY: Elaine Jeng, PE, City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

CONSULTANT: HQE Systems, Inc.
Attn: Qais Alkurdi
27419 Via Industria
Temecula, CA 92590

23. GOVERNING LAW

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

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

CITY OF ROLLING HILLS

CITY MANAGER

ELAINE JENG, PE

DATE: 07/07/2023

CONSULTANT

DATE: 07/06/2023

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN, CITY ATTORNEY

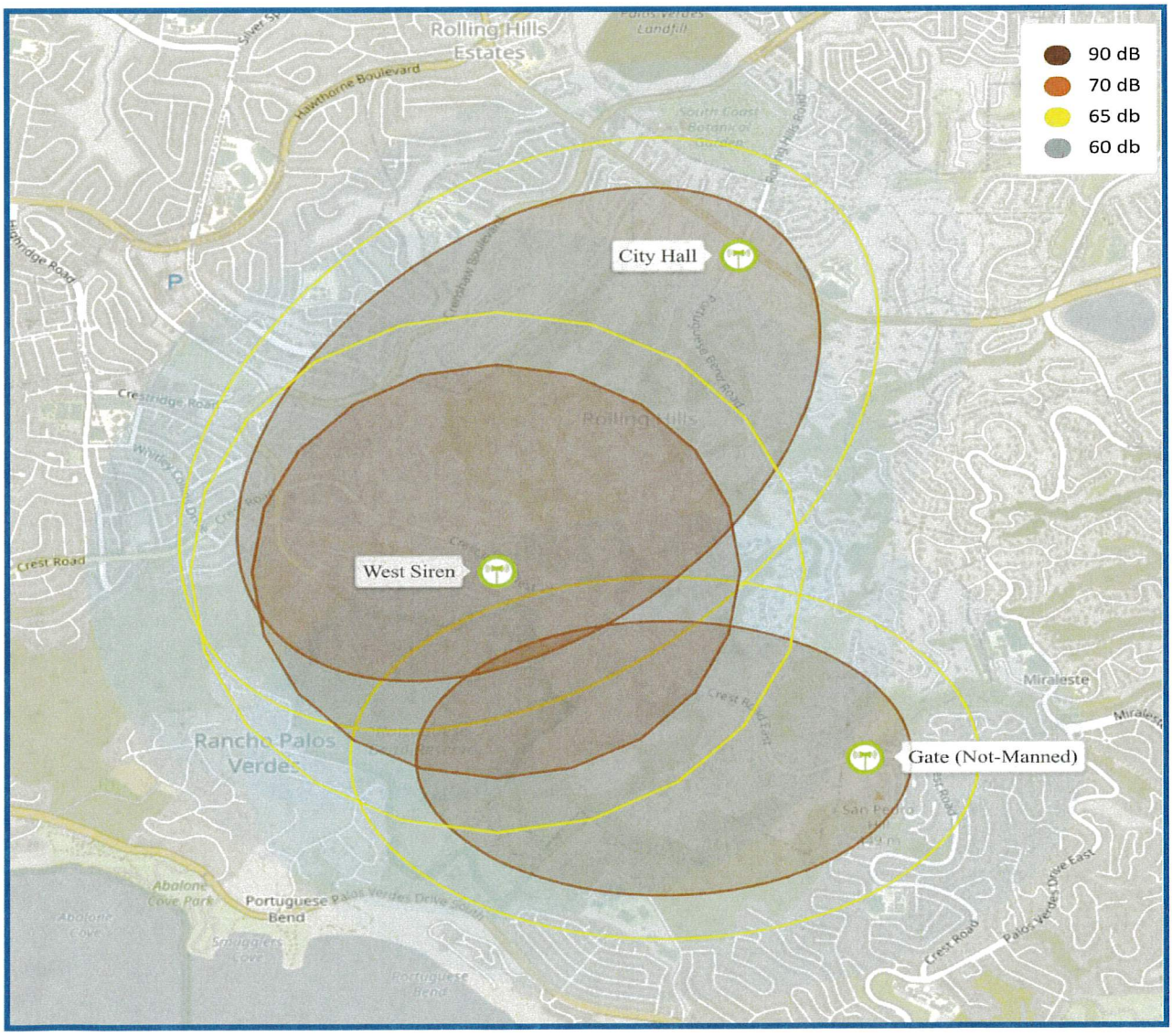
Exhibit A

Scope of Work and Cost

City of Rolling Hills, CA
June 21, 2023

New proposed installation locations

1. City Hall
2. Crest Rd. East
3. Crest Rd. West



Speaker Types: Intelligible Voice & Tone

- Intelligible Voice and Tone Sirens
    - Make/Model: SiRcom, Line Arrays

Power: Battery System

- No SCE electrical support requirements
- The system is engineered to provide the City with a full operational capability without any AC main power source for charging. All charging will be done through solar power.

Comms: Advanced Communications Module (ACM)

- The system will be managed and activated via the SiRcom Advanced Communications Module (ACM). The ACM is an advanced communications

Discounted Price: $261,000.00 (Full turnkey installation), includes the following:

- Equipment to be proposed
    - QTY 3, Intelligible Voice and Tone Siren Systems
        - Full battery operated with solar charging
        - Real-time systems health monitoring
        - Mounted on Class II wood poles
    - QTY 1, Central Control Station (CCS) - siren activation software
        - On-Premise solution
        - Includes: Cloud-based activation solution to allow for access to the system by authorized administrator
- Services to be proposed
    - Design support
    - Installations labor
    - Training for City administrators
    - Test and Turnover
    - Full community outreach package
        - Marketing assets (flyers, information brochures)
        - Social media post templates
        - Video templates
        - PR release templates
    - 1 Year Full Warranty

Options

Yearly Maintenance: $13,981.00 per year

- Hassle free maintenance service
    - Annual preventive maintenance visit
        - Manufacturer's standard testing
        - Cleaning of all of the parts (clean, grease, seal)
        - Replace degraded or damaged parts
    - As required corrective maintenance support (remote and onsite)

- No cost to replace any faulty parts (Act of God, Vandalism, Unauthorized Repairs/Access by the City or 3rd Party Vendor not covered), includes:
    - Siren parts
    - Solar charging parts
    - 12V batteries
    - Wires, cabling, and consumable parts

- Up to 5 hours of annual refresher training for the activation software

- Annual data usage for Satellite and Cellular Communications (estimated annual cost for QTY 3 sirens and QTY 1 central control station (activation software): ~$500/Year

Exhibit B

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(A) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(B) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City. Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. **COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

(A) If any indirect costs will be charged to the City under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. **ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)**

(A) Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, City, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records.

(B) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(C) The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(D) In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

4. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)**

(A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of $10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the City, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

(i) Termination for Convenience. The City may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the City, the City shall compensate Consultant for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the City to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

(ii) Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the City shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the City may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the City may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the City as of the date the City provides the Notice of Termination. In such case, the City shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the City's corrective action, including reasonable overhead, profit and attorneys' fees.

(iii) Reimbursement; Damages. The City shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's performance of the work.

(iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the City and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. Consultant acknowledges the City's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the City's termination of this contract. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If City terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but

not limited to, any claim for consequential damages or lost profits. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

(B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(ii) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

(iii) Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

(iv) Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will *be* binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

(D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this contract is in excess of $100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and

provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution

of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the City.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection City Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

(G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the

OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

(H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of $100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds $100,000.00, Consultant shall file with the City the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(I) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5. **MISCELLANEOUS PROVISIONS**

(A) The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(B) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(C) Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

(D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

(E) <u>General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments</u>.

(i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.

(ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

Agenda Item No.: 13.A
Mtg. Date: 10/23/2023

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

FROM: **PATRICK DONEGAN, CITY ATTORNEY**

THRU: **DAVID H. READY**

SUBJECT: **APPOINTMENT OF CITY MANAGER AND APPROVAL OF EMPLOYMENT AGREEMENT FOR CITY MANAGER SERVICES**

DATE: **October 23, 2023**

BACKGROUND:
Previous City Manager Elaine Jeng's last day as City Manager was July 7, 2023. The City Council then appointed David Ready to serve as the Interim City Manager. Since that time, the City has engaged in an exhaustive search to find the next City Manager.

DISCUSSION:
Ms. Karina Banales

This item before the City Council proposes the appointment of Karina Banales to serve as the City Manager for the City of Rolling Hills and a proposed employment agreement regarding the same. Ms. Banales currently serves as the Deputy City Manager for the City of Rancho Palos Verdes, a position she has held for over three (3) years. Ms. Banales career in public service spans nearly 14 years and in that time, she has demonstrated competency, leadership, and public stewardship. Since 2015, she has been employed by cities on the Palos Verdes Peninsula and has developed a strong reputation and relationships with the pertinent agencies and individuals that will be valuable assets when she commences her role as City Manager. Further, her familiarity with the City and the Palos Verdes Peninsula as a whole will greatly reduce the time necessary to familiarize herself with the issues facing the City.

Ms. Banales is a graduate of the University of Hawai'i at Manoa with a Bachelor of Arts in Political Science and holds a Master of Public Administration for the University of La Verne.

The Proposed Employment Agreement

Ms. Banales will be employed pursuant to the terms and conditions set forth in the City Manager Employment Agreement which is attached. Ms. Banales will be an at-will employee, meaning that she serves at the pleasure of the City Council subject to the Employment Agreement and City's Municipal Code. The key terms of the Employment Agreement are as

follows:

- Three (3) year term
- Base salary of $187,500
- $300 monthly car allowance
- $100 cell phone reimbursement
- Deferred Compensation in the amounts of: 2% of Ms. Banales' salary on November 13, 2024; 3% of Ms. Banales' salary on November 13, 2025; 4% of Ms. Banales' salary.
- Medical and other insurance as provided to other City employees.

Ms. Banales will commence her service with the City on November 13, 2023 and David Ready's term as Interim City Manager will terminate concurrently with Ms. Banales starting her term.

FISCAL IMPACT:
The costs associated with the Employment Agreement are within the Council approved ranges for the City Manager position. These costs will also be accounted for in the City's next budget.

RECOMMENDATION:
Adopt Resolution No. 1350, appointing Karina Banales to the position of City Manager effective November 13, 2023 and approve the employment agreement with Ms. Banales attached as Exhibit A to Resolution No. 1350.

ATTACHMENTS:
ResolutionNo1350_CityManager_Appointment.pdf
CA_AGR_231023_CM_Agreement_KarinaBanales.pdf

RESOLUTION NO. 1350

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILL, CALIFORNIA APPOINTING KARINA BAÑALES AS CITY MANAGER AND APPROVING THE CITY MANAGER EMPLOYMENT AGREEMENT

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

Section 1. Effective November 13, 2023, Karina Bañales shall be appointed City Manager of the City of Rolling Hills.

Section 2. All previous Resolutions appointing a City Manager or interim City Manager are hereby repealed and superseded by this resolution effective November 13, 2023.

Section 3. An employment agreement between the City of Rolling Hills and Karina Bañales, substantially in the form of the agreement attached as Exhibit A to this Resolution, is hereby approved. The City Attorney is authorized to make further modifications to the agreement to make technical corrections and to comply with applicable laws.

PASSED, APPROVED, AND ADOPTED this 23rd day of October, 2023

_____
PAT WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

EXHIBIT A

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of October, 2023, by and between the CITY OF ROLLING HILLS, a general law city and municipal corporation (hereinafter "City"), and KARINA BAÑALES (hereinafter "Employee"), both of whom understand as follows:

R E C I T A L S

A. City desires to engage the services of Employee, and Employee desires to accept employment as City Manager of the City of Rolling Hills.

B. The City Council desires to:

(1) Encourage the highest standards of fidelity and public service on the part of Employee; and

(2) Provide a just means for terminating Employee's services at such time as she may be unable fully to discharge her duties, or when City may desire otherwise to terminate her employment.

C. The parties further desire to establish certain benefits and certain conditions of Employee's employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. City agrees to employ Employee as City Manager of City to perform the functions and duties specified in City's Municipal Code and the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign. Employee shall not consult or engage in other non-City connected business or employment (aside from community volunteer activities) without the prior knowledge and express approval of the City Council.

2. Term. Employee shall commence service as City Manager on November 13, 2023 and this Agreement and shall continue for a period of three (3) years, unless terminated by either party as provided in Section 3 herein.

3. Termination and Resignation.

A. Employee's employment with the City is on an at-will basis. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate, by a majority vote of the City Council, the services of Employee without cause, at any time, subject only to the City providing written notice to Employee, and complying with paragraph D of this Section 3 and Section 2.04.230 of the Municipal Code. Notwithstanding the foregoing, notice of termination shall not be given during or within a period of ninety (90) days succeeding any general municipal election held in the City at which members of the City Council are elected.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from her position, subject only to Employee providing thirty (30) days prior written notice to the City. Employee's resignation shall be deemed accepted upon delivery of a written resignation to the Mayor, or if the Mayor is unavailable, the Mayor Pro Tem.

C. Notwithstanding the provisions of Paragraph A of this Section 3, in the event Employee is terminated by City for "cause," then City may terminate this Agreement immediately and Employee shall be entitled to only the compensation accrued up to the date of termination. As used in this section, "cause" shall mean any of the following:

(1) Conviction of any felony.

(2) Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Employee's reputation.

(3) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4.

(4) Removal from office by the Grand Jury.

(5) Willful abandonment of duties.

(6) Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting.

(7) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of Employer or its

organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of City, its officers or employees, or has a substantial and adverse effect on Employer's interests.

D. In the event Employee is terminated by the City Council at any time that Employee is still willing and able to perform the duties of City Manager, and the termination is without cause as "cause" is defined in Paragraph C above, then, subject to the limitations set forth in Government Code Section 53260, and upon delivery to the City of an executed Separation Agreement and release of all claims in a form acceptable to the City within 30 days of her termination, the City shall pay Employee a lump sum cash payment equal to six (6) month's base salary at that time. The word "termination" in this paragraph shall include a reduction in salary (other than an across-the-board reduction applicable to all senior level employees) or other financial benefits of Employee or Employee's resignation, if preceded by a formal request by a majority of the membership of the City Council that she resign.

E. Effect of Payment of Severance/Release.

(1) It is understood and agreed by the parties hereto that Employee is employed at will, and that upon the City's full payment of severance benefits to Employee, any right of Employee to continued employment with City is terminated and Employee releases and discharges City and its officers, agents and employees from any claim, demand, or cause of action or damages for wrongful termination.

(2) This Section does not otherwise affect, waive, nor release any other rights Employee may have under this Agreement, or applicable law.

(3) This Section will survive termination of the Agreement.

F. CJPIA Chief Executive Separation Program. The Parties acknowledge that as of the October 23, 2023, the City is a member of the California Joint Powers Insurance Authority ("CJPIA") which provides the City, among other things, various insurance coverage. As part of this coverage, the CJPIA provides a Chief Executive Separation Program that as of October 23, 2023, the City's City Manager would be eligible for provided compliance with all of the stated requirements of the program.

The City makes no representation or warranty that the CJPIA Chief Executive Separation Program will remain applicable to Employee (*i.e.*, CJPIA may terminate program, City may change insurance providers, *etc*.) and Employee expressly acknowledges that the City has no responsibility or requirement whatsoever to guarantee or provide the benefits of the CJPIA Chief Executive Separation Program in the event Employee is no longer eligible for the CJPIA Chief Executive Separation Program for whatever reason, that the CJPIA Chief Executive Separation Program is terminated or no longer provided to the City.

4. Revolving Door. Employee must comply with Government Code § 87406.3 for a period of one year after separating from service with City. This section will survive termination of this Agreement.

5. Salary. City agrees to pay Employee for the services required by this Agreement a monthly base annual salary of One-Hundred Eighty-Seven Thousand and Five Hundred Dollars ($187,500.00) payable in installments at the same time as other employees of the City are paid. The salary shall be adjusted annually by the cost of living (COLA) on the same basis as other employees of the City.

City agrees to pay Employee a monthly car allowance of Three Hundred Dollars ($300) per month. The car allowance is intended to reimburse Employee for the use of her private vehicle for City business. Employee must provide her own automobile for her use in performing her duties and is responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. Employee shall use her personal cellular telephone for transaction of City business and City agrees to reimburse Employee $100 per month for use of her phone for business.

At the time of her annual evaluation as provided for in paragraph 12 herein, City agrees to evaluate Employee's salary and/or any other benefits Employee receives under this Agreement and to make modifications in such amounts and to such an extent (whether in the nature of a cost of living adjustment, merit increase, bonus or other compensation enhancement or otherwise) as City Council in its discretion may determine that it is desirable to do so. Employee may be given exceptional performance recognition in the form of a one-time check for exceptional performance during the prior fiscal year.

6. Hours of Work. Employee shall work a 9/75-work schedule, meaning that she is entitled to be off work on alternate Fridays. That notwithstanding, Employee's duties may involve expenditures of time in excess of seventy-five (75) hours per two week period, and will also include time outside normal office hours such as attendance at City Council and other meetings. Employee shall be exempt from paid overtime compensation and from Fair Labor Standard Act work hour restrictions. Employee may, upon coordination with the City Council, exercise a flexible work schedule in light of the time she devotes outside normal business hours to the business of the City.

7. Retirement and Insurance Benefits.

A. Retirement. During the term of this Agreement, City shall contribute to employer's portion and Employee shall contribute to Employee's portion of Employee's membership in the Public Employees Retirement System. Employee shall pay any legally required Social Security withholding. City shall fund a 457(b) deferred compensation plan on Employee's behalf as follows.

On November 13, 2024: 2% of Employee's salary

On November 13, 2025: 3% of Employee's salary

On November 13, 2026: 4% of Employee's salary

The City shall fund the 457(b) deferred compensation plan on the yearly anniversary of Employee's start date. In the event Employee is not employed as the City Manager for the entirety of the year (*i.e.*, does not make it to the anniversary date of Employee's service for whatever reason), the City shall have no responsibility to fund the 457(b) deferred compensation plan. To avoid any confusion, in the event the City Manager is terminated by the City Council with or without cause or if the City Manager has resigned her position prior to her annual anniversary, the City shall not be required to fund the deferred compensation plan.

B. Medical and Other Insurance. City shall provide Employee with the same health insurance, disability insurance and life insurance benefits as is provided to other employees of the City. City shall provide Employee with a term life insurance policy in the face amount of $250,000.

C. Other Insurance. City shall provide and pay for all other insurance mandated by State law.

8. Sick Leave, Vacation and Holidays.

A. Sick Leave. Employee shall earn 3.46 hours of sick leave per pay period up to a maximum accrual of 225 hours. Employee may carry over accrued sick leave as provided in the Employee Handbook and Personnel Policy Manual.

B. Vacation. Employee shall earn 159 hours of vacation per year. Employee may elect to cash out unused vacation as provided in the Employee Handbook and Personnel Policy Manual.

C. Management Leave. Employee shall be provided forty (40) hours of management leave each calendar year in lieu of the floating holidays provided for in the Employee Handbook and Personnel Policy Manual. Management leave will not accrue or carry over from year to year nor does it have any cash value. Management leave will be prorated for partial years' service.

D. Other Leave. Employee shall be entitled to bereavement leave in the same manner as employees of the City.

E. Holidays. Employee shall be entitled to the same number of paid holidays per year as provided to other City employees.

9. Professional Development. City agrees to budget for and pay travel and subsistence expenses of Employee for professional travel, official travel, meetings necessary to pursue official and other functions for the City and to continue professional development of Employee, to the extent deemed reasonable by the City Council.

10. Memberships. City agrees to pay Employee's membership dues in the International City Management Association ("ICMA"), California League of Cities, California City Managers Foundation and other similar organizations to which

City is a member, at City expense with prior City Council approval. Employee shall have a reasonable right to attend meetings of such organizations.

11. General Expenses. City recognizes that certain extraordinary expenses of a non-personal and job affiliated nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are submitted to the City Council within thirty (30) days for approval and which are supported by expense receipts, statements or personal affidavits, and an audit thereof in like manner as other demands against the City.

12. Evaluation of Performance. On or about the six (6)-month anniversary of the commencement of this Agreement, the City Council shall review and provide Employee with an evaluation of her performance based on criteria established by the Council with Employee's assistance. The City Council shall again conduct such evaluation on Employee's one year anniversary date and annually thereafter, or at any other time requested by Employee. Notwithstanding the foregoing, the City Council may evaluate Employee at any time.

13. Other Terms and Conditions of Employment. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code, or other applicable law.

14. Assembly Bill 1344 Compliance. To the extent CITY provides: (i) paid leave to Employee pending an investigation; (ii) funds for the legal criminal defense of the Employee; and/or (iii) a cash settlement to Employee related to the termination of the Employee pursuant to Paragraph 3 of this Agreement and Government Code Section 53243 et seq., Employee shall fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) of this section in the event that the Employee is convicted of a crime involving the abuse of her office or position.

15. General Provisions.

A. The text herein shall constitute the entire agreement between the parties. No representations have been made or relied upon except as set forth

herein. This Agreement may be amended or modified only by a written, fully executed agreement of the Parties.

B. If Employee dies or becomes incapacitated during the term of this Agreement, any accrued and unpaid wages provided by the terms of this Agreement shall be paid by City to Employee's spouse.

C. If any provision or portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. City agrees to defend and indemnify Employee in accordance with the California Government Code. This Section will survive termination of the Agreement.

E. City shall bear the cost of any fidelity or other bonds required of Employee under any law or ordinance.

F. This Agreement may be changed or amended by the mutual written consent of City and Employee. Any benefits to Employee under this Agreement may be increased or added to by motion of the City Council without formal amendment to this Agreement.

G. Employee is expected to conform to the ICMA Code of Ethics and must comply with all applicable provisions of the City's conflict of interest code.

H. This Agreement shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in the state court in the County of Los Angeles, California.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

EMPLOYEE



KARINA BAÑALES

CITY OF ROLLING HILLS

By:

PATRICK WILSON, MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN,
CITY ATTORNEY

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **APPROVE A THIRD AMENDMENT TO THE LEASE AGREEMENT WITH THE ROLLING HILLS COMMUNITY ASSOCIATION EXTENDING THE TERM UNTIL DECEMBER 31, 2043**

DATE: **October 23, 2023**

BACKGROUND:
The offices of the City of Rolling Hills and the Rolling Hills Community Association (RHCA) co-locate on the City Hall campus. The campus is owned by the City, with RHCA occupying space on the campus as defined by a lease agreement. Additionally, the lease includes RHCA's use of the other City owned properties - riding rings, Storm Hill Park, and tennis courts.

The current lease agreement with RHCA was executed in 2018 for a ten-year term to 2028. Per the lease, RHCA agreed to pay a monthly rent of $6,998.

In 2020, through a lease amendment approved by City Council, the monthly rent was reduced to $5,749.25 for the period between July 1, 2020 to June 30, 2023. This reduction was based on a modification to "Paragraph 8" of the 2018 lease agreement regarding the requirement that traffic control devices including pavement markings and striping altered by the RHCA will be restored by the RHCA. Prior to 2020, the City addressed traffic control requirements. Although there was a reduction in revenue to the City, there was also an ongoing savings in expenditures relating to traffic control devices.

At the June 26, 2023, City Council meeting, the Council approved the Second Lease Amendment which clarified RCHA's rent obligation through the remainder of the lease term, 2028.

DISCUSSION:
The RHCA Manager contacted staff and inquired if the City would be interested in further

extending the current lease agreement - to accommodate a planned RHCA renovation investment in their office spaces.

Ad-Hoc Sub-Committees representing the City Council (Wilson/Pieper), RHCA (Lorig/Bobitt) and respective Staff's met during September to discuss potential lease terms.

The proposed Third Lease Amendment presented here, extends the term an additional 15 years from 2028 until December 31, 2043. The extended term provides RHCA an appropriate period to amortize anticipated facility and building improvements estimated to cost $842,000. The improvements would expand working space for staff and the RHCA's board room to create an additional community space for use by clubs for meetings, community education and exercise programs during inclement weather.

FISCAL IMPACT:
Under this Third Lease Amendment, the current monthly rent of $5,749.25 will increase by 5% every five years during the term - with the first increase taking effect in 2028.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_230907_RHCA_LeaseAmendment03_PE.pdf
CA_AGR_230710_RHCA_LeaseAmendment02.pdf
RHCA 2018-2028_SignedAgreement.pdf
CA_AGR_200717_FirstAmendment_RoadStriping_E.pdf

CITY OF ROLLING HILLS

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to the Lease Agreement ("Third Amendment") is made and executed as of this 26 day of September, 2023, by and between the City of Rolling Hills (the "City"), a municipal corporation, and the Rolling Hills Community Association of Rancho Palos Verdes (the "Association"), a California non-profit corporation.

Recitals

A. City and Association are parties to a lease dated May 14, 2018 (the "Lease"), by which City leases the Premises (as therein defined) to Association.

B. In 2020, the City and Association amended the Lease ("First Amendment") to reduce the rent to $5,749.25 per month for the period between July 1, 2020 to June 30, 2023.

C. In 2023, the City and Association amended the Lease ("Second Amendment") to adjust the amount of rent and to clarify Association obligations.

B. City and Association desire to amend the Lease again to extend the term of the Lease and to adjust the amount of the rent to increase the rent every five (5) years, with the first increase commencing in 2029.

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 1 (Fundamental Lease Provisions), subdivisions a (Time) and b (Rent) shall be amended to read as follows:

1. FUNDAMENTAL LEASE PROVISIONS:

(a) Time:

(i) Lease Term: 306 months and 30 days.

(ii) Commencement Date: June 1, 2018.

(ii) Expiration Date: January 1, 2044.

(b) Rent:

(i) May 1, 2018 to June 30, 2020: $6,998.00 per month.

(ii) July 1, 2020 to December 31, 2028: $5,749.25 per month.

(iii) January 1, 2029 to December 31, 2033: $6,036.71 per month.

(iv) January 1, 2034 to December 31, 2038: $6,338.55 per month.

(v) January 1, 2039 to December 31, 2043: $6,655.48 per month.

2. Paragraph 4 (Rent) shall be amended to read as follows:

4. RENT. Association shall pay City monthly in advance, without deduction or offset, as rent, the following:

(a) May 1, 2018 to June 30, 2020: $6,998.00 per month.

(b) July 1, 2020 to December 31, 2028: $5,749.25 per month.

(c) January 1, 2029 to December 31, 2033: $6,036.71 per month.

(d) January 1, 2034 to December 31, 2038: $6,338.55 per month.

(e) January 1, 2039 to December 31, 2043: $6,655.48 per month

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

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first above written.

[*Signature Page to Follow*]

CITY OF ROLLING HILLS

Pat Wilson,
MAYOR

ATTEST:

City Clerk

ROLLING HILLS COMMUNITY ASSOCIATION

Ty Bobit,
PRESIDENT

CITY OF ROLLING HILLS

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to the Lease Agreement ("Second Amendment") is made and executed as of this 10th day of July, 2023, by and between the City of Rolling Hills (the "City"), a municipal corporation, and the Rolling Hills Community Association of Rancho Palos Verdes (the "Association"), a California non-profit corporation.

Recitals

A. City and Association are parties to a lease dated May 14, 2018 (the "Lease"), by which City leases the Premises (as therein defined) to Association.

B. In 2020, the City and Association amended the Lease to reduce the rent to $5,749.25 per month for the period between July 1, 2020 to June 30, 2023.

B. City and Association desire to amend the Lease to adjust the amount of the rent and to clarify Association obligations.

NOW, **THEREFORE**, the parties hereto agree as follows:

1. Subdivision b (Rent) of Paragraph 1 (Fundamental Lease Provisions) shall be amended to read as follows:

1. FUNDAMENTAL LEASE PROVISIONS:

. . .

(b) Rent:

(i) May 1, 2018 to June 30, 2020: $6,998.00 per month.

(ii) July 1, 2020 to June 30, 2023: $5,749.25 per month.

(iii) July 1, 2023 to May 31, 2028: $5,749.25 per month.

2. Paragraph 4 (Rent) shall be amended to read as follows:

4. RENT. Association shall pay City monthly in advance, without deduction or offset, as rent, the following:

(a) May 1, 2018 to June 30, 2020: $6,998.00 per month.

(a) July 1, 2020 to June 30, 2023: $5,749.25 per month.

(b) July 1, 2023 to May 31, 2028: $5,749.25 per month.

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

CITY OF ROLLING HILLS

_____

Pat Wilson,
MAYOR

ATTEST:

_____
City Clerk

ROLLING HILLS COMMUNITY ASSOCIATION

_____
Ty Bobit,
PRESIDENT

CITY OF ROLLING HILLS

LEASE AGREEMENT

This Lease ("Lease") is made and executed as of this 14th day of May, 2018, by and between the City of Rolling Hills (the "City"), a municipal corporation, and the Rolling Hills Community Association of Rancho Palos Verdes (the "Association"), a California non-profit corporation.

Recitals

A. City and Association were parties to a now expired lease dated June 17, 1993, as amended by an amendment to the lease dated November 13, 2000, covering the Building, Hesse's Gap Riding Ring, Tennis Courts, and Parking Area (as herein defined).

B. City and Association are parties to another lease dated June 1, 2003, as amended by four (4) amendments on April 1, 2007; April 1, 2010; June 1, 2013; and June 26, 2017, by which City leased the Premises (as herein defined) to Association. This lease expires on May 31, 2018.

C. City and Association desire to enter into this Lease, effective as of the Commencement Date as specified below, and thereby supersede all other leases.

NOW, THEREFORE, the parties hereto agree as follows:

1. FUNDAMENTAL LEASE PROVISIONS:

(a) Time:

(i) Lease Term: 120 months.

(ii) Commencement Date: June 1, 2018

(iii.) Expiration Date: May 31, 2028.

(b) Rent: $6,998.00 per month for the ten-year lease period.

(c) Use of Premises: The Premises shall be used as follows:

(i) The "Building" shall be used by Association for its administration and for meetings of the Association and its board and members,

and other purposes compatible with the use for which it was designed.

(ii) The "Hesse's Gap Riding Ring" and the "Clif Hix Riding Ring" shall be used for riding ring purposes, and other purposes compatible with the use for which they were designed.

(iii) The "Tennis Courts" shall be used for playing recreational tennis, and other purposes compatible with the use for which they were designed.

(iv) The "Parking Areas" shall be used by Association only for parking of vehicles by Association, its employees, guests, board members, and invitees, and for pedestrian and vehicular ingress and egress.

(v) The "Storm Hill Park" shall be used as a passive park for such activities as hiking, picnicking, horseback riding, walking, and jogging. Additional uses must be approved by the City and consistent with the City's goals of low intensity and equestrian uses.

(d) Address for Payments of Rent and Notices:

To City:	No. 2 Portuguese Bend Road Rolling Hills, California 90274 Attn: City Manager
To Association:	No. 1 Portuguese Bend Road Rolling Hills, California 90274 Attn: Community Association Manager

2. PREMISES. In consideration of the Association's payment of the rent, and the performance of covenants and conditions herein contained, City hereby leases to Association, and Association hereby hires from City, upon the terms and conditions set forth herein, the following real property and improvements (herein referred to as the "Premises"). The Premises consist of the following:

(a) The building improved thereon (herein referred to as the "Building"), located at No. 1 Portuguese Bend Road, Rolling Hills, California 90274.

(b) The undivided right to use in common with City one-half (1/2) of the parking spaces improved on the real property identified as the Parking

Area (the "Parking Area"), located between the Building and the City Hall building at No. 2 Portuguese Bend Road, Rolling Hills, California 90274, together with all roads and walkways to and from the Parking Area for pedestrian and vehicular ingress and egress.

(c) The Caballeros Riding Ring at Hesse's Gap Riding Ring (the "Hesse's Gap Riding Ring"), located at Poppy Trail and Portuguese Bend Road, Rolling Hills, California 90274.

(d) The Clif Hix Riding Ring (the "Clif Hix Riding Ring"), located at the end of Buggy Whip Drive, Rolling Hills, California 90274.

(e) The undivided right to use in common with City the Tennis Courts (the "Tennis Courts"), located at Portuguese Bend Road and Palos Verdes Drive North, Rolling Hills, California 90274.

(f) The Storm Hill Park ("Storm Hill Park"), an approximately eight (8) acre park identified as Assessors Parcel Number 7570-024-900 approved and recorded in Parcel Map Number 26356.

3. TERM. The term of this Lease shall be that period set forth in Section 1(a)(i) hereof. The term shall commence on the Commencement Date set forth in Section 1(a)(ii) hereof, and shall expire on the date set forth in Section 1(a)(iii) hereof. Effective as of the Commencement Date, the prior leases identified in Recitals A and B shall be deemed terminated and of no further force or effect, except for the indemnity obligations described therein, and except for any accrued, unpaid rent, or other charges, which shall survive such termination.

4. RENT. Association shall pay City monthly in advance, without deduction or offset, as rent, $6,998.00.

5. CONDITION AND ACCEPTANCE OF PREMISES. Association hereby accepts the Premises, including but not limited to the Building, in their condition existing as of the date hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Association acknowledges that neither City nor City's agents have made any representation or warranty as to the present or future suitability of the Premises, including but not limited to the Building, for Association's intended use thereof, nor has City agreed to undertake any modification, alteration, or

improvement to the Premises, including but not limited to the Building, except as provided in this Lease.

6. TAXES. Association shall pay to the appropriate taxing authority all real property taxes, assessments (general, special, ordinary or extraordinary) possessory interest taxes, license fees, improvement bond or bonded indebtedness, levy or tax, and any personal property taxes attributable to personal property at the Premises, if any are applicable to Association or the Premises, or Association's interest therein, accruing during the term of this Lease. All such payments shall be made at least ten (10) days prior to the delinquency date of such payment. Association shall promptly furnish City with satisfactory evidence that such taxes have been paid. Association may lawfully contest, by appropriate proceedings at Association's sole cost and expense, any taxes or assessments, and may defer payments of the same during any appeal, provided such defense does not adversely affect City's interest in the Premises. If any such taxes paid by Association shall cover any period of time prior to or after the expiration of the term hereof, Association's obligation for such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and City shall reimburse Association to the extent required. If Association shall fail to pay any such taxes, City shall have the right to pay the same, in which case Association shall repay such amount to City with Association's next rent installment, plus any damages caused by such failure.

7. USE OF PREMISES.

(a) The Premises shall be used and occupied by Association for the purposes described in Section 1(c) hereof, and for such other uses that are not incompatible with the primary uses set forth in Section 1(c).

(b) Association shall, at Association's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Association of the Premises, including but not limited to the Building. Association shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

8. ALTERATIONS. Except for interior, nonstructural, nonsystemic alterations or additions not cumulatively costing in excess of Ten Thousand Dollars ($10,000.00) in any calendar year, Association shall not make or allow any other alterations, additions, or improvements in or to the Premises, including but not limited to the Building, without City's prior written consent, and then only by

contractors or mechanics approved in advance in writing by City, which shall not unreasonably withhold consent. In each instance where Association requires City's approval of an alteration, Association shall furnish City with plans showing the proposed alteration to the Premises, including but not limited to the Building. Association covenants and agrees that all work done by or pursuant to the direction and instruction of Association shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental agencies, offices, departments, bureaus, and boards having jurisdiction, and in full compliance with the rules, orders, directions, regulations, and requirements of the Insurance Service Office, and of any similar body. Before commencing any work, Association shall give City at least five (5) days written notice of the proposed commencement of such work and shall, if required by City, secure at Association's own cost and expense, a completion and lien indemnity bond, satisfactory to City, for said work. City shall have the right at all times to post notices of non-responsibility on the Premises and record verified copies thereof in connection with all work of any kind upon the Premises. Notwithstanding the foregoing, Association shall not make any alterations or additions whatsoever to the Parking Areas without City's prior written consent, which may be withheld in City's sole discretion.

9. MAINTENANCE AND REPAIRS.

(a) Except as herein specifically provided to the contrary, Association shall at Association's sole cost and expense keep and maintain the Premises, including but not limited to the Building, clean and in good condition and repair. Damage thereto from causes beyond the reasonable control of Association and ordinary wear and tear is excepted. Association shall also:

(i) Keep the Premises, including the Parking Area, free of litter and debris and shall regularly clear all drain catch basins of debris.

(ii) Maintain all landscaping (except in the Parking Area and Tennis Courts).

(iii) Perform all sprinkler repairs or modifications, necessary painting repairs of structures (including fencing), necessary lighting, electrical, or plumbing repairs, and weed abatement (excluding the Parking Area and Tennis Courts), as required by the Los Angeles County Fire Department.

(iv) Repair and maintain the roof and structural portions of the Building and building systems. City shall not be liable or have

responsibility for any repairs or maintenance to the Building or the Premises, including the septic tanks servicing the Building and the guard station, except as specifically provided herein to the contrary.

(v) Provide the services of one (1) maintenance worker to perform five (5) hours of maintenance and repair work around the Premises per month for the term of the Lease. Association shall make the maintenance worker available to City such that he or she may perform the following services:

a. Removal of downed tree limbs;
b. Unclogging Parking Area drains;
c. Power washing concrete walkways;
d. Performing small painting projects;
e. Repairing three (3) rail fences;
f. Repairing any damaged, cracked, or broken asphalt;
g. Spreading woodchips around Parking Area planters;
h. Replacing exterior lights on Premises;
i. Cleanup of debris around the Premises, as necessary; and
j. Any other similar tasks which a handyman would normally perform.

Any unused portion of the five (5) hours per month allotted to the City for maintenance and repair work shall carry over to the following month and may accumulate; similarly, City may deliberately accrue unused time in order to apply it towards larger projects. Any services requested shall be performed as soon as reasonably possible pursuant to the availability of maintenance staff, and in no event more than ten (10) days after the request for services is first made by the City. Following any aforementioned maintenance work, Association shall submit to the City per month, as applicable, a document detailing the scope of work including, but not limited to, any costs attributable to the City, the specific tasks performed, the hours expended per task, any supplies or materials used, and any extra assistance utilized in the performance of the requested task.

(vi) Upon termination of the Lease, Association shall surrender the Premises to City in the same condition as when Association's occupation of the Premises commenced, ordinary wear and tear

and damage from causes beyond the reasonable control of Association excepted.

Association waives the right to make repairs at City's expense under Subsection 1 of Section 1932, Sections 1941 and 1942 of the California Civil Code, or any other such law, statute, or similar ordinance now or hereafter in effect.

Subject to the provisions of Section 16 hereof, all damage or injury to the Premises, including but not limited to the Building, caused by the act or negligence of Association, its employees, agents, or visitors, shall promptly be repaired by Association at its sole cost and expense, to the reasonable satisfaction of City. After first giving Association an opportunity to do so, City may make any repairs which are not promptly made by Association and charge Association the cost thereof as additional rent.

Notwithstanding anything provided herein to the contrary, City shall be solely responsible for performing all repairs and maintenance to the Parking Area, but Association shall reimburse City, within 10 days after receipt of a written demand therefore, for one-half (1/2) of the costs incurred by City in repairing and maintaining the Parking Areas, or for performing any alterations or additions to the Parking Areas. Moreover, so long as City uses the Tennis Courts, City agrees to reimburse Association for one-half (1/2) of the costs incurred by Association in repairing and maintaining the Tennis Courts. Finally, City shall, at City's sole cost and expense, provide weekly landscape maintenance to the Parking Areas and Tennis Courts.

Notwithstanding anything provided herein to the contrary, Association shall be solely responsible for performing all maintenance of the equestrian facilities subject to this Lease, but City shall reimburse Association, within 10 days after receipt of a written demand therefore, for one-half (1/2) of the costs incurred by Association in maintaining the equestrian facilities, not to exceed Five Thousand Dollars ($5,000.00) per year.

(b) If the Insurance Services Office or any other similar body or bureau department or official of the state, county, or city government or any governmental authority having jurisdiction, require that any changes, modifications, replacements, alterations, or additional equipment be made

or supplied in or to any sprinkler system, heat, or smoke detection system or any other so called life-safety system by reason of Association's use of the Premises, or the location of partitions, trade fixtures, or other contents of the Premises, or if any such changes, modifications, replacements, alterations, or additional equipment become necessary to prevent the imposition of a penalty or charge against the full allowance for any such system in the insurance rate as fixed by said Office or by any insurance company, Association shall, at Association's cost and expense, make and supply such changes, modifications, replacements, alterations, or additional equipment; provided, however, if such requirements are of a capital nature, Association shall have the option to terminate this Lease in lieu of constructing such improvements.

10. LIENS. Association shall keep the Premises, including the Building, and the property upon which the Premises are situated, free from any liens arising out of the work performed, materials furnished, or obligations incurred by Association. Association further covenants and agrees that should any mechanic's lien be filed against the Premises, including but not limited to against the Building, for work claimed to have been done for or materials claimed to have been furnished to Association, said lien will be discharged by Association, by bond or otherwise, within ten (10) days after the filing thereof, at the cost and expense of Association.

11. UTILITIES. The Association shall be responsible for the costs of the utilities to the Building and other leased Premises, including, Hesse's Gap Riding Ring, Clif Hix Riding Ring and Storm Hill Park. The City shall be responsible for the costs of the utilities to its Building, the City Hall Parking areas and the Tennis Courts.

12. RIGHT OF ENTRY BY CITY. City and its agents shall have the right to enter the Premises, including the Building, at all reasonable times upon prior reasonable notice to Association for the purpose of examining or inspecting the same, or in the case of an emergency. City shall invite Association to have a representative of Association accompany City in any such inspection, but if Association shall not personally be present to open and permit an entry into the Premises, including but not limited to the Building, at any time when such an entry by City is necessary by reason of emergency, City may enter by means of a master key or pass key or may enter forcibly, without liability to Association except for any failure to exercise due care for Association's property, and any such entry by City shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Association from the Premises or any portion thereof.

13. INDEMNIFICATION AND WAIVER. Association hereby agrees to indemnify, protect, and hold City harmless against and from any and all liabilities and claims of damages or injury arising from Association's use of the Premises, the Building and adjacent Parking Areas, or from any activity, work, or thing done, permitted or suffered by Association in the Premises, Building, and adjacent Parking Areas, and shall further indemnify, protect, and hold harmless City against and from any and all liability for claims arising from any breach or default in the performance of any obligation on Association's part to be performed under the terms of this Lease, or arising from any act, neglect, fault, or omission of the Association, or of its agents, employees, visitors, invitees, or licensees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in case any action or proceeding is brought against City by reason of such claim, Association, upon notice from City, shall defend the same at Association's expense by counsel reasonably satisfactory to and approved by City. Association, as a material part of the consideration to City, hereby assumes all risk of damage to Association's property or injury to Association's employees, agents, visitors, invitees, and licensees in or upon the Premises, including the Building and Parking Areas, and Association hereby waives all claims in respect thereof, from any cause whatsoever, against City. City shall not be liable to Association for any damage therefrom to Association or Association's property from any cause beyond City's reasonable control. Association hereby agrees that in no event shall City be liable for any consequential damages.

14. INSURANCE.

(a) At all times during the term hereof, Association shall maintain in effect policies of Property Insurance, including fire and extended coverage insurance providing coverage for the following: (i) the Building, Hesse's Gap Riding Ring, Clif Hix Riding Ring, Tennis Courts, Storm Hill Park, and leasehold improvements (including any alterations, additions, or improvements as may be made by Association pursuant to provisions hereof), and (ii) trade fixtures and other personal property, on or upon the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost during the term of this Lease. The Property Insurance shall provide protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism, malicious mischief, earthquakes, and special extended perils ("all risk" as the term is used in the insurance industry). Proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set

forth herein, the proceeds under (ii) above shall be paid to Tenant, and the balance shall be paid to Landlord.

(b) Association shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive General Liability Insurance for bodily injury and property damage, adequate to protect City against liability for injury to or death of any person, arising in connection with the Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of Five Million Dollars ($5,000,000), insuring against any and all liability of the insured with respect to said Premises or arising out of the use or occupancy thereof.

(c) All insurance required to be carried by Association hereunder shall be issued by responsible insurance companies possessing a Best's rating of no less than A-:VII, qualified to do business in the State of California, and reasonably acceptable to City. Each policy shall name City an additional insured, and copies of all policies or certificates of insurance evidencing the existence and amounts of such insurance shall be delivered to City by Association. No such policy shall be cancelable except after thirty (30) days prior written notice to City. Association shall furnish City with renewals or "binders" of any such policy at least thirty (30) days prior to the expiration thereof. Association agrees that if Association does not take out and maintain such insurance, City may (but shall not be required to) procure said insurance on Association's behalf and charge the Association the premiums, payable upon demand.

(d) Not less often than every three (3) years during the term of this Lease, Association and City shall agree in writing on the full replacement cost of the Premises pursuant to this Section. If, in the reasonable opinion of City, the amount or type of public liability and property damage insurance coverage, or any other amount or type of insurance at that time is not adequate or not provided for herein, Association shall either acquire or increase the insurance coverage as required by either City or City's lender.

15. WAIVERS OF SUBROGATION. Each of the parties hereby waives any and all rights of recovery against the other or against any other tenant or occupant of the Premises, or against the officers, employees, agents, representatives, customers, and business visitors of such other party or of such other tenant or occupant of the Premises, for loss or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of property insurance policy with all permissible extensions and endorsements covering extended perils or under any other policy of insurance

carried by such waiving party in lieu thereof, to the extent such policies then in force permit such waiver.

16. DAMAGE OR DESTRUCTION.

(a) In the event the Premises, including but not limited to the Building, are damaged by any casualty, Association shall be responsible for repairing such damage and restoring the Premises, including but not limited to the Building, except in the following circumstances:

(i) The repair or restoration thereof, in City's opinion, cannot be completed within one hundred eighty (180) days of commencement of repair or restoration; or

(ii) The repair or restoration is not covered by insurance, or the estimated cost thereof exceeds by fifty percent (50%) the insurance proceeds available for repair or restoration plus any amount which Association is obligated or elects to pay for such repair or restoration; or

(iii) The estimated cost of repair or restoration of the Premises exceeds fifty percent (50%) of the full replacement cost of the Building; or

(iv) The Building cannot be restored except in a substantially different structural or architectural form than existed before the damage and destruction.

In any of these events, either City or Association shall have the option to either terminate this Lease or to repair or restore the Premises, including but not limited to the Building. In the event that either party elects to terminate this Lease, the terminating party shall give notice to the other within sixty (60) days after the occurrence of such damage, terminating this Lease as of the date specified in such notice, which date shall not be more than thirty (30) days after the giving of such notice. In the event such notice is given, this Lease shall expire and all interest of Association in the Premises shall terminate on the date specified in the effective notice.

(b) Upon any termination of this Lease under any of the provisions of this Article, the parties shall be released thereby, without further obligation to the other, from the date possession of the Premises is surrendered to the City, except for items which have theretofore accrued and are then unpaid.

(c) If this Lease is terminated by either party as provided hereunder, Association shall deliver and assign to City all proceeds of insurance payable on the policies of insurance that Association is required to carry hereunder.

(d) The provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the Civil Code of the State of California, including any amendments thereto and any other law which may hereinafter be in force during the term of this Lease which authorizes the termination of the Lease upon the partial or complete destruction of the Premises, are hereby waived by Association.

17. EMINENT DOMAIN. If the whole or part of the Premises shall be taken or shall substantially interfere with Association's use and occupancy, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Association or City may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Association hereby assigns to City any award which may be made in such taking or condemnation, together with any and all rights of Association now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give City any interest in or require Association to assign to City any award made to Association for the taking of personal property and fixtures belonging to Association and removable by Association at the expiration of the term hereof, as provided hereunder, or for the interruption of, or damage to Association's business or for Association's relocation expenses recoverable against the condemning authority. Nothing contained herein shall be construed as a waiver of the City's right to condemn the Premises.

18. DEFAULT.

(a) Any of the following events shall constitute a default under this Lease by Association:

(i) Association's failure to pay any rent or other charges on their due date and the continuation of such delinquency for 15 consecutive days after written notice thereof from City;

(ii) Association's abandonment of the Premises;

(iii) Except as expressly permitted under this Lease, any attempted conveyance, assignment, mortgage, or subletting of this Lease;

(iv) Association's general assignment or arrangement for the benefit of creditors; the filing by or against Association of a petition to have Association adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy and the failure of Association, or Association's trustee-in-bankruptcy (as the case may be) to assume this Lease within sixty (60) days after the date of the filing of the petition, (or within such additional time as the court may fix for cause within such sixty (60) day period), or the rejection of this Lease by Association or the trustee of Association during such sixty (60) day period; the taking of any action at the corporate level by Association to authorize the filing of a petition-in-bankruptcy on behalf of Association; the appointment by a court other than a bankruptcy court of a trustee or receiver to take possession of substantially all of Association's assets located at the Premises or of Association's interest in this Lease unless possession is restored to Association within thirty (30) days;

(v) If Association shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under the laws of the State of California, or if any proceedings are filed by or against Association under the United States Bankruptcy Code (11 U.S.C. §101 et seq.), or any similar provisions of any future federal bankruptcy law, or if a receiver or a trustee of the property of Association shall be appointed under California law by reason of Association's insolvency or inability to pay its debts as they become due or otherwise; or if any assignment shall be made of Association's property for the benefit of creditors under California law;

(vi) The failure by Association to observe or perform any covenant, condition, or provision in this Lease not already specifically mentioned in this Section , where such failure is material and continues for thirty (30) days after written notice from City notifying Association of such failure; provided, however that if the nature of Association's default is such that more than thirty (30) days are reasonably required for its cure, then Association shall not be deemed to be in default if Association commenced to cure such default within said 30-day period and thereafter diligently prosecutes such cure to completion.

(vii) In the event of any default by Association, City may promptly or at any time thereafter, upon notice and demand and without limiting City in the exercise of any other right or remedy which City may have by reason of such default or breach, terminate Association's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Association shall immediately surrender possession of the Premises to City. In such event, City shall be entitled to recover from Association any amount provided by California Civil Code Section 1951.2, plus any other amount necessary to compensate City for all detriment proximately caused by Association's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting (including advertising), brokerage commissions and fees, costs of putting the Premises in good order, condition and repair, including necessary renovation and alteration of the Premises including the Building, reasonable attorney's fees, court costs, all costs for maintaining the Premises including the Building, all costs incurred in the appointment of and performance by a receiver to protect the Premises including the Building or City's interest under the Lease, and any other reasonable cost; or pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California.

(viii) Even though Association may have breached this Lease and abandoned the Premises, at City's option this Lease shall continue in effect for so long as City does not terminate Association's right to possession, and City may enforce all of its rights and remedies hereunder, including the right to recover rent as it comes due under this Lease, and in such event City will permit Association to sublet the Premises or to assign its interest in the Lease, or both, with the consent of City, which consent will not unreasonably be withheld provided the proposed assignee or sublessee is reasonably satisfactory to City as to credit and will occupy the Premises for the same purposes specified herein. For purposes of this subsection (c), the following shall not constitute a termination of Association's right to possession: (i) acts of maintenance or preservation or efforts to relet the Premises; or (ii) the appointment of a receiver under the initiative of City to protect City's interest under this Lease.

19. ASSIGNMENT AND SUBLETTING.

(a) Association acknowledges that the Premises are uniquely beneficial to the Association. Therefore, Association shall not assign or transfer this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the invitees, agents, and servants of Association excepted) to occupy or use the Premises, or any portion thereof, or agree to any of the foregoing, without in each case first obtaining the written consent of City, which may be granted or withheld in City's sole and absolute discretion. Any such assignment, transfer, pledge, hypothecation, encumbrance, sublease or occupation of, or the use of the Premises by any other person without such consent, shall be void. Neither this Lease nor any interest of Association herein shall be assignable by operation of law, without the written consent of City. Any consent to any assignment, transfer, pledge, hypothecation, encumbrance, sublease, or occupation or use of the Premises by any other person which may be given by City shall not constitute a waiver by City of the provisions of this Section or a release of Association from the full performance by it of the covenants herein contained.

(b) Each permitted assignee, transferee, or sublessee, other than City, shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Association for the payment of the rent and for the due performance or satisfaction of all of the provisions, covenants, conditions, and agreements herein contained on Association's part to be performed or satisfied. No permitted assignment shall be binding on City unless such assignee or Association shall deliver to City a counterpart of such assignment which contains a covenant of assumption by the assignee, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

20. ESTOPPEL CERTIFICATES. Association shall at any time, upon not less than ten (10) days' prior written notice from City, execute, acknowledge, and deliver to City a statement in writing certifying, affirming, or confirming certain information including, without limitation, that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental, if any, and other charges, if any, are paid in advance, and acknowledging that there are not, to Association's knowledge, any uncured defaults on the part of City hereunder, and no events or conditions then in

existence which, with the passage of time or notice or both, would constitute a default on the part of City hereunder, or specifying such defaults, events, or conditions, if any are claimed. It is expressly understood and agreed that any prospective purchaser or encumbrancer of all or any portion of the Premises or of the real property of which it is a part shall be entitled to rely upon any such statement. Association's failure to deliver such statement within such time shall, at the option of City, constitute a material breach or default under this Lease. If such option is not so exercised by City (and despite any later delivery by Association of such statement), Association's failure to deliver same in a timely manner shall be conclusive upon Association that (i) this Lease is in full force and effect without modification except as may be represented by City; (ii) there are no uncured defaults in City's performance; and (iii) not more than two (2) months' rental has been paid in advance.

21. INTEREST ON PAST DUE OBLIGATIONS. Except as otherwise expressly provided in this Lease, any amount due from Association to City hereunder which is not paid when due shall bear interest at the highest rate then allowed to be changed by non-exempt lenders under the usury laws of the State of California from the date due until the date paid.

22. ARBITRATION. In the event that the parties have failed for a period of sixty (60) days to reach agreement on any controversies, claims, and matters of difference, the parties agree to submit such controversies, claims, and matters of difference to arbitration according to the rules and practices of the American Arbitration Association in force. This submission and agreement to arbitrate shall be specifically enforceable. There shall be three (3) arbitrators who shall be residents of the City and members of the Association. One (1) arbitrator shall be appointed by the City, one (1) by the Association, and those two (2) shall select the third arbitrator. A decision agreed on by two (2) of the arbitrators shall be the decision of the arbitration panel. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding and there shall be no appeal therefrom.

23. CITY'S DEFAULTS. City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation for thirty (30) days after written notice by Association to City specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance then City shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute or pursue the same to completion. In no event shall Association have the right to terminate this Lease as

a result of Association's default, and Association's remedies shall be limited to damages or an injunction.

24. HOLDING OVER. Should Association, with or without City's written consent, hold over after the termination of this Lease, such possession by Association shall be deemed to be a month-to-month tenancy terminable by thirty (30) days' notice given at any time, upon each and all of the terms herein provided as may be applicable to a month-to-month tenancy and any such holding over shall not constitute an extension of this Lease. The foregoing provisions of this Article are in addition to and do not affect City's right of re-entry or any other rights of City hereunder or as otherwise provided by law. If Association fails to surrender the Premises upon the expiration of this Lease despite demand to do so by City, Association shall indemnify and hold City harmless from all losses or liability, including without limitation, any claim made by any succeeding tenant or entity founded on or resulting from such failure to surrender, and any loss of rent from prospective tenant or entity.

25. WAIVER. No delay or omission in the exercise of any right or remedy by either party to this Lease on the occurrence of any default by the other party to this Lease shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by City of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of City, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Association before the expiration of the term. Only written notice from City to Association shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. City's consent to or approval of any act by Association requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act by Association. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

26. FORCE MAJEURE. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter, or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter, or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided,

however, nothing contained in this Section shall excuse Association from the prompt payment of any rental or other charge required of Association hereunder, except as specifically provided in Section hereof to the contrary.

27. MISCELLANEOUS.

(a) Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

(b) In the event of any litigation between Association and City, to enforce any provision of this Lease or any right of either party hereto, or to secure a judicial determination of any right or obligation of either party hereto, the unsuccessful party in such litigation shall pay to the successful party all reasonable costs and expenses, including reasonable attorneys' fees, incurred therein. Moreover, if either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify City or Association, as the case may be, against and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith.

(c) Time is of the essence hereunder.

(d) The section captions contained in this Lease are for convenience and do not in any way limit or amplify any term or provision of this Lease and shall have no effect on its interpretation.

(e) The terms "City" and "Association" as used herein shall include the plural as well as the singular, and the neuter shall include the masculine and feminine genders. The obligations herein imposed upon Association shall be joint and several as to each of the persons, firms, or corporations of which Association may be composed.

(f) This Lease and the exhibits and any rider or addendum attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto or their successors in interest.

(g) This Lease shall be interpreted and enforced in accordance with the laws of the State of California, which shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Lease.

(h) Upon Association's observing and performing all of the covenants, conditions, and provisions on Association's part to be observed and performed hereunder, Association shall have quiet possession of the Premises for the entire term hereof, subject to all of the provisions of this Lease.

(i) Except as otherwise provided in this Lease, all of the covenants, conditions, and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

(j) Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, addressed to Association or to City at the addresses provided in Section 1(d) hereof. Either party may by proper notice to the other specify a different address for notice purposes.

(k) The text of this Lease shall be construed, in all respects, according to its fair meaning, and not strictly for or against either City or Association.

(l) This Lease shall not be recorded, except that if City requests Association to do so, the parties shall execute a memorandum of this Lease in recordable form and Association shall execute and deliver to City on the expiration or termination of this Lease, immediately on City's request, a quitclaim deed to the Premises, in recordable form, designating City as transferee. All expenses incurred shall be borne by City.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CITY OF ROLLING HILLS

Patrick Wilson,
MAYOR

ATTEST:

Yvette Hall,
City Clerk

ROLLING HILLS COMMUNITY ASSOCIATION OF RANCHO PALOS VERDES

PRESIDENT

CITY OF ROLLING HILLS

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease Agreement ("First Amendment") is made and executed as of this 17 day of July, 2020, by and between the City of Rolling Hills (the "City"), a municipal corporation, and the Rolling Hills Community Association of Rancho Palos Verdes (the "Association"), a California non-profit corporation.

Recitals

A. City and Association are parties to a lease dated May 14, 2018 (the "Lease"), by which City leases the Premises (as therein defined) to Association.

B. City and Association desire to amend the Lease to adjust the amount of the rent and to clarify Association obligations.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subdivision b (Rent) of Paragraph 1 (Fundamental Lease Provisions) shall be amended to read as follows:

1. FUNDAMENTAL LEASE PROVISIONS:

. . .

(b) Rent:

(i) May 1, 2018 to June 30, 2020: $6,998.00 per month.

(ii) July 1, 2020 to June 30, 2023: $5,749.25 per month.

(iii) July 1, 2023 to May 31, 2028: $6,998.00 per month.

2. Paragraph 4 (Rent) shall be amended to read as follows:

4. RENT. Association shall pay City monthly in advance, without deduction or offset, as rent, the following:

(a) May 1, 2018 to June 30, 2020: $6,998.00 per month.

(a) July 1, 2020 to June 30, 2023: $5,749.25 per month.

(b) July 1, 2023 to May 31, 2028: $6,998.00 per month.

3. Paragraph 8 (Alterations) shall be amended to read as follows:

8. ALTERATIONS.

(a) Except for interior, nonstructural, nonsystemic alterations or additions not cumulatively costing in excess of Ten Thousand Dollars ($10,000.00) in any calendar year, Association shall not make or allow any other alterations, additions, or improvements in or to the Premises, including but not limited to the Building, without City's prior written consent, and then only by contractors or mechanics approved in advance in writing by City. City's approval for Association-proposed contractors and mechanics shall not be unreasonably withheld. In each instance where Association requires City's approval of an alteration, Association shall furnish City with plans showing the proposed alteration to the Premises, including but not limited to the Building. Association covenants and agrees that all work done by or pursuant to the direction and instruction of Association shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental agencies, offices, departments, bureaus, and boards having jurisdiction, and in full compliance with the rules, orders, directions, regulations, and requirements of the Insurance Service Office, and of any similar body. Before commencing any work, Association shall give City at least five (5) days written notice of the proposed commencement of such work and shall, if required by City, secure at Association's own cost and expense, a completion and lien indemnity bond, satisfactory to City, for said work. City shall have the right at all times to post notices of non-responsibility on the Premises and record verified copies thereof in connection with all work of any kind upon the Premises. Notwithstanding the foregoing, Association shall not make any alterations or additions whatsoever to the Parking Areas without City's prior written consent, which may be withheld in City's sole discretion.

(b) Should Association make or allow any alterations, additions, or improvements to Association-owned streets, which affect traffic control devices, including markings and striping, Association shall be responsible for restoring such traffic control devices in the same manner, method, and form as was previously provided by City, subject to advanced written approval by City, or as otherwise directed by City in writing. All such traffic control devices shall conform to the uniform standards and specifications adopted by the Department of Transportation pursuant to Vehicle Code § 21400.

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 have executed this First Amendment as of the day and year first above written.

CITY OF ROLLING HILLS

Jeff Pieper,
MAYOR

ATTEST:

Elaine Jeng, P.E.
City Clerk/City Manager

ROLLING HILLS COMMUNITY ASSOCIATION OF RANCHO PALOS VERDES

Fred Lorig
PRESIDENT

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.C
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **APPROVE AMENDED AND RESTATED AGREEMENT BETWEEN TURBO DATA SYSTEMS AND THE PALOS VERDES PARKING AUTHORITY (ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES) TO PROVIDE PARKING CITATION ADMINISTRATIVE SERVICES**

DATE: **October 23, 2023**

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.

Historically Rolling Hills Estates (RHE) had been the lead agency interfacing with TDS. On December 21, 2021, after a review of the statistics on citations, RHE noted that the City of Rancho Palos Verdes (RPV) had significant parking citations and appeals in the previous two years. RPV agreed to take the lead on behalf of the three cities and required the agreement with TDS to be amended. Additionally, because the original agreement was executed nearly 30 years ago, RPV staff proposed that the agreement be updated to current laws and provisions in engaging services.

The lead agency serves as the liaison between the cities and TDS and receives all reports, information, and revenue from TDS. The lead agency supplies copies of all reports, and data from TDS to RHE, and Rolling Hills within 30 calendar days of receipt, along with a monthly report, showing the share of each city's prior month's revenues, and distributions to each city's allocated amount.

DISCUSSION:
On September 26, 2023, RPV reached to the city about revising the agreement to address concerns raised by the California Department of Motor Vehicles (DMV). As written, the agreement with Turbo data calls out the three cities as individual entities, which has raised concerns with the DMV. The DMV has shared that one City (for confidential purposes) cannot access records, issue fines, or collect fees for other cities. To allow RPV and Turbodata to access this information, the DMV requests that the three agencies be identified under one name to ensure the appropriate processing of parking citations and maintain confidentiality.

On October 3, 2023, RPV's City Council approved the amended and restated agreement. The City of Rolling Hills Estates City Council did so as well at their October 10th meeting.

Attached is the Rancho Palos Verdes staff report including a clean and redline version restating the three agencies as the “Peninsula Parking Authority."

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_231023_CC_RPV_Tubodata_RestatedAgreement.pdf

CITY OF RANCHO PALOS VERDES

CITY COUNCIL **MEETING DATE:** 10/03/2023
AGENDA REPORT **AGENDA HEADING:** Consent Calendar

AGENDA TITLE:

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

RECOMMENDED COUNCIL ACTION:

(1) Approve the amended and restated agreement between Turbo Data Systems, Inc. and the cities of Rolling Hills Estates, Rolling Hills, and Rancho Palos Verdes for processing of parking citations and identifying the three cities as the Palos Verdes Parking Authority; and
(2) Authorize the Mayor to execute the amended and restated 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 Amended and Restated Agreement (page A-1)
B. TDS Amended and Restated Agreement (redline version) (page B-1)
C. 2021 TDS Professional Services Agreement (page C-1)
D. December 21, 2021 staff report

BACKGROUND AND DISCUSSION:

For nearly 30 years, the City of Rolling Hills Estates was the lead agency administering the Peninsula cities' contract with Turbo Data Systems, Inc. (TDS), a third-party Parking Citation Administrator (Attachment C). This service is contracted due to the cities not having the personnel or expertise in-house to take on processing parking citations.

On December 21, 2021, the lead agency role was transferred to the City of Rancho Palos Verdes because nearly all the parking citations issued and appealed were in the City of Rancho Palos Verdes. In addition, because the agreement between the City of Rolling Hills Estates and TDS was outdated and did not align with the current contract language and approval by TDS and all three cities, a new contract was drafted and approved by the City Council on December 21, 2021 and effective on January 1, 2022 for a term of five years.

As the transition was finalized, the California Department of Motor Vehicles (DMV) identified an error in which the three cities were processing parking citations. As written, the contract with Turbo Data calls out the three cities as individual entities, raising concerns with the DMV. The DMV has shared that one city (for confidential purposes) cannot access records, issue fines, or collect fees for other cities. To allow Rancho Palos Verdes and Turbo Data to access this information, the DMV requests that the three agencies be identified under one name to ensure the appropriate processing of parking citations and maintain confidentiality.

This evening, Staff seeks City Council approval to amend and restate the agreement between the City of Rancho Palos Verdes, Rolling Hills Estates, and Rollings Hills, identifying the three cities as the Palos Verdes Parking Authority. Attached, is a clean version (Attachment A) and redline version (Attachment B) identifying the changes between the December 21, 2021 contract and the current amended and restated contract.

CONCLUSION:

Approve the amended and restated agreement between Turbo Data Systems, Inc. and the cities of Rolling Hills Estates, Rolling Hills, and Rancho Palos Verdes for processing parking citations and identifying the three cities as the Palos Verdes Parking Authority (Attachment A).

ALTERNATIVES:

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

1. Do not approve amended and restated agreement with Turbo Data Systems, Inc. and direct Staff to request proposals.
2. Take other action as deemed appropriate.

AMENDED & RESTATED AGREEMENT BY AND BETWEEN TURBO DATA SYSTEMS, INC., AND THE PALOS VERDES PARKING AUTHORITY TO PROVIDE FOR PROCESSING OF PARKING CITATIONS FOR 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 **Palos Verdes Parking Authority**, and joint agreement by and between 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 "Authority"). TDS and Authority 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 through the Authority, with the City of Rancho Palos Verdes acting as the agent for both Cities and the Authority;

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 Authority desire to enter into this Agreement, as amended and restated, whereby TDS will process parking citations for Authority pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. LEAD CITY FOR AUTHORITY. Rancho Palos Verdes will act as the lead city for the Authority 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. The 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 Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith and in all dealings with the California Department of Motor Vehicles in connection with the Agreement ("Authority Officer").

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

4. SCOPE OF SERVICES. When and as directed by Authority 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 is 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, Authority 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 Authority or its Authority Officer within one week following a request by the Authority 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 Authority of any of its member Cities. The Authority shall have the right to control TDS only insofar as the results of TDS's services rendered pursuant to this Agreement; however, Authority 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 AUTHORITY. TDS shall use due care in processing work of the Authority. Any errors shall be corrected by TDS at no additional charge to the Authority. TDS shall be entitled to reimbursement from the Authority for any expenses incurred by TDS for the correction of any erroneous information provided by the Authority TDS shall not be responsible for Authority's losses and expenses resulting from erroneous source materials provided by the Authority. 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. AUTHORITY. Except as Authority may specify in writing, TDS shall have no authority, expressed or implied, to act on behalf of the Authority or any of the individual Cities in any capacity whatsoever as an agent. TDS shall have no authority, expressed or implied, pursuant to this Agreement to bind Authority to any obligation whatsoever.

17. CHANGES IN LAW. TDS shall notify Authority 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, Authority 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. Authority acknowledges that the software and software programs used by Authority or used for Authority's benefit which were developed by TDS are the sole property of TDS and the Authority 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 Authority and shall be delivered to the Authority 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 Authority, 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

Cities:
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 Drive North
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 Authority 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 Authority the insurance specified in this Agreement under forms of insurance satisfactory in all respects to Authority.

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.l/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 Authority. At the option of Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to each City 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 City 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 Authority as additional insured. All endorsements are to be received and approved by Authority 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 AUTHORITY OFFICERS AND EMPLOYEES. No officer or employee of each City shall be personally liable to the TDS, or any successor in interest, in the event of any default or breach by any of the Authority or any of Cities 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 October 3, 2023.

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
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.

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 Authority'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, TDS 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 Authority's database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Cities to upload into their handheld ticket writers. TDS will work with Authority 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 Authority or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Authority or shredded.

D. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Authority 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 Authority 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 Authority's database, providing reporting for reconciliation purposes.

J. **Delivery Service** – Manual citations will be mailed or scanned to TDS by Authority 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 Authority:

- 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 Authority for decision
- Make bank deposits to Authority 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 Authority to make surcharge payments to the County
- Scan checks and deposit parking funds (remote deposits) into Authority's bank account. Check scanning hardware and software is provided by Authority 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 Authority.
- Cities 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 Authority 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. Authority is 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 City 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 Authority'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. Authority 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 Authority 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 (eAppeals PRO & 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 Authority's Staff** - Access includes online access 24 hours a day, 7 days a week for Authority personnel to inquire on Authority'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 Authority'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 Authority 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 Authority'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. Authority 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 Authority 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 Authority 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 City 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 Authority 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 Authority monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Authority 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. Remote Connect 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.

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.

AMENDED & RESTATED AGREEMENT BY AND BETWEEN TURBO DATA SYSTEMS, INC., AND THE PALOS VERDES PARKING AUTHORITY TO PROVIDE FOR PROCESSING OF PARKING CITATIONS ~~BETWEEN TURBO DATA SYSTEMS AND THE~~FOR 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 **Palos Verdes Parking Authority**, and joint agreement by and between 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~~Authority"). TDS and ~~Agency~~ Authority 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 through the Authority, with the City of Rancho Palos Verdes acting as the agent for both Cities and the Authority;

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, as amended and restated, whereby TDS will process parking citations for ~~Agency~~ Authority pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. LEAD CITY FOR AUTHORITY. ~~AGENCY.~~ Rancho Palos Verdes will act as the lead ~~Agency~~ city for the Authority 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,~~The 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~~ Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith and in ~~it~~ all dealings with the California Department of Motor Vehicles in connection with the Agreement ("~~Contract~~ Authority Officer").

~~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 [Note: Consider deleting this header or revise to reflect the amended agreement.]~~

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

4. SCOPE OF SERVICES. When and as directed by ~~Agency~~ Authority 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 is ~~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~~ Authority 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~~ Authority or its ~~authorized representative(s)~~Authority Officer within one week following a request by the Authority ~~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~~Authority of any of its member Cities. The ~~Agency~~ Authority shall have the right to control TDS only insofar as the results of TDS's services rendered pursuant to this Agreement; however, ~~Agency~~ Authority 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.

~~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 [Note: Consider deleting this header or revise to reflect the amended agreement.]~~

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~~AUTHORITY. TDS shall use due care in processing work of the Authority ~~Agency~~. Any errors shall be corrected by TDS at no additional charge to the ~~Agency~~Authority. TDS shall be entitled to reimbursement from the ~~Agency~~ Authority for any expenses incurred by TDS for the correction of any erroneous information provided by the Authority ~~Agency~~ and TDS shall not be responsible for Authority ~~Agency~~'s losses and expenses resulting from erroneous source materials provided by the ~~-~~Authority ~~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~~ Authority may specify in writing, TDS shall have no authority, expressed or implied, to act on behalf of the ~~Agency~~ Authority or any of the individual ~~its member~~ Cities in any capacity whatsoever as an agent. TDS shall have no authority, expressed or implied,

pursuant to this Agreement to bind Authority ~~Agency~~ to any obligation whatsoever.

17. CHANGES IN LAW. TDS shall notify ~~Agency~~Authority 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~~ Authority 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~~ Authority acknowledges that the software and software programs used by ~~Agency~~ Authority or used for ~~Agency's~~ Authority's benefit which were developed by TDS are the sole property of TDS and the ~~Agency~~ Authority 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~~ Authority and shall be delivered to the ~~Agency~~ Authority 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 P~~p~~arty upon sixty (60) days written notice. At such time, TDS agrees to provide ~~Authority~~Authority~~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 P~~p~~arty 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 Drive~~.~~ North
Rolling Hills Estates, CA 90274

unless and until different addresses may be furnished in writing by either P~~p~~arty 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~~ Authority 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~~ Authority the insurance specified in this Agreement under forms of insurance satisfactory in all respects to ~~Agency~~Authority.

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.l/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~~ Authority 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~~ Authority 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~~ Authority or any of ~~its member~~ Cities 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~~October 3, 2023.

CITY OF RANCHO PALOS VERDES

By:_____

Name/Title:_____

Date:_____

CITY OF ROLLING HILLS ESTATES

~~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 [Note: Consider deleting this header or revise to reflect the amended agreement.]~~

By:_____

Name/Title:_____

Date:_____

CITY OF ROLLING HILLS

By:_____

Name/Title:_____

Date:_____

[SIGNATURES CONTINUE ON NEXT PAGE]

~~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 [Note: Consider deleting this header or revise to reflect the amended agreement.]~~

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 [Note: Consider deleting this header or revise to reflect the amended agreement.]~~

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~~ Authority'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.

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 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.l/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, 2021

Date: 12/21/2021

CITY OF ROLLING HILLS ESTATES

By: _____

Name/Title: FRANK V. ZERUNYAN, MAYOR

Date: 03/22/2022

CITY OF ROLLING HILLS

By: _____

Name/Title: Mayor

Date: 3/22/22

[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	**$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.

Agenda Item No.: 13.D
Mtg. Date: 10/23/2023

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

FROM: **DAVID READY, INTERIM CITY MANAGER**

THRU: **DAVID H. READY**

SUBJECT: **APPROVE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR FINANCE SERVICES**

DATE: **October 23, 2023**

BACKGROUND:
In 2021, staff evaluated finance service models in other jurisdictions to better meet our operational needs. Most were found to staff the Finance Department with full-time employees. Other smaller jurisdictions, like Rolling Hills, had their departments served by a third party contracted finance firm. A small population of jurisdictions like Hidden Hills and Bradbury staff the department with PERS annuitants working part-time and directly for the agency.

On July 12, 2021, the City Council approved a contract with MV Cheng & Associates Inc. (MV Cheng) to provide financial services for the City. MV Cheng operates as an incorporated business within the State of California, with associates as sub-contractors to the firm. They have over 20 years of experience in municipal auditing, accounting, and finance. The owner, Misty Cheng, was a municipal Finance Director for several cities. The sub-contractors of MV Cheng have worked in municipalities on short- and long-term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Account Manager, and Finance Director. MV Cheng offers the knowledge of PERS annuitants specifically relating to municipal finance and is flexible on availability, charging only for time worked. Further, MV Cheng offers the ability to use PERS annuitants without the need for the City to manage the annuitants' work hours for compliance with their retirement terms.

DISCUSSION:
This Finance Services First Amendment to the agreement approved in 2021 extends the term for an additional year (until October 23, 2024) with annual renewals until either party cancels the agreement (Note; the City maintains its "30 Day Termination for Convenience" clause). All other provisions remain the same with the exception of the following two items;

1.The annual payment for financial services will not be a set amount (as in the original agreement) but will be limited to and cannot exceed the Annual Approved Budget line item for

"Financial Services" unless approved by the City Council.

2. MV Cheng has requested a $15 fee increase for the "Finance Operations Lead Consultant," equivalent to a Finance Director position, from $95/hour to $115/hour. Importantly, this position has been provided by Robert Samario, who has significant experience as a former Finance Director in the city of Santa Barbara. It's anticipated that Robert will remain assigned to Rolling Hills to continue providing his expertise for city financial operations.

By comparison, this increase remains below MV Cheng's fee for the same position in the cities of Pale Verdes Estates ($130/hr), Madera ($125/hr) and South Pasadena ($140/hr).

The position of "Accountant Technician" will remain at $50/hr, however, when we request such services on-site in City Hall, the fee will be $55/hr.

The position of "Accountant Level Consultant" is formally added to the agreement at $70/hr for certain specialized finance services that do not require the level of Finance Operations Lead Consultant.

FISCAL IMPACT:
The original agreement approved in 2021 was for an amount not to exceed $68,960. In the current FY 23/24 Budget, the City Council approved $120,000 for MV Cheng's financial services. As Interim City Manager, I've requested additional "accounts payable" services under this agreement due to the vacant "Bookkeeper/Administrative Clerk" position. To date, through the end of October, approximately $30,000 of the appropriated $120,000 has been expended. The upcoming City Council Quarterly Budget Presentation, in conjunction with the new incoming City Manager's assessment of City finance operations will be important in determining ongoing financial services expenses.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_231023_MVCheng_Amendment01.pdf
CA_AGR_210712_MVCheng_FinanceServices_E.pdf

FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL FINANCE SERVICES

This First Amendment to the Agreement for Finance Services ("First Amendment") is entered into as of October 23, 2023 ("Effective Date"), by and among CITY OF ROLLING HILLS, a California municipal corporation ("City"), and MV CHENG & ASSOCIATES, INC. ("Consultant"). Consultant and City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Finance Services, dated July 12, 2021, ("Agreement") to provide finance, accounting and treasury services consistent with governmental accounting standards, laws and best practices. Consultant was paid hourly under the Agreement.

B. Consultant has performed to the satisfaction of the City under the Agreement and the parties desire to extended the term of the Agreement and to increase the hourly rate of compensation.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and City hereby agree as follows:

1. Section 2 (Term of Agreement) is hereby amended to read as follows:

   "The term of this contract shall commence upon execution by both parties and shall expire on October 23, 2024. Upon this annual anniversary, the Agreement will renew for successive one (1) years terms unless terminated by either Party pursuant to the terms of this Agreement."

2. Secton 3 (Payment for Services) is hereby amended to read as follows:

   "CONSULTANT shall be compensated in an amount not to exceed the annual budget appropriation as adopted by the City Council for finance consultant services provided pursuant to this Agreement on an hourly basis at the following hourly rates:

   (a) Finance Operations Lead Consultant -- $115/hr.

   (b) Accountant Level Consultant -- $70/hr.

   (c) Accountant Technician Level Consultant -- $50/hr. (remote) / $55/hr. (onsite)

   Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to

the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY."

3. Entire Agreement. The Agreement, together with this First Amendment, embodies the entire understanding between Consultant and City with respect to its subject matter and can be changed only by an instrument in writing signed by Consultant and City. Unless otherwise amended by this First Amendment, all terms of the Agreement remain in full and force and effect.

4. Counterparts. This First Amendment may be executed in one or more counterparts, including facsimile counterparts or electronic-mail counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Amendment.

IN WITNESS WHEREOF, this First Amendment has been executed as of the day and year first set forth above.

CONSULTANT:

_____
Misty V. Cheng, President

CITY OF ROLLING HILLS:

_____
David Ready, Interim City Manager

ATTEST:

_____
Christian Horvath, City Clerk

CITY OF ROLLING HILLS

AGREEMENT FOR FINANCE SERVICES

This Agreement is made on this 12th day of July, 2021, at Rolling Hills, California, by and between the City of Rolling Hills, a municipal corporation (hereinafter referred to as the "CITY") and MV Cheng & Associates, Inc., a California corporation (hereinafter referred to as the "CONSULTANT").

RECITALS

A. CITY desires to utilize the services of CONSULTANT as an independent contractor in the field of financial services to serve the CITY by providing finance, accounting and treasury services consistent with governmental accounting standards, laws and best practices and otherwise in performing the responsibilities of Finance Director of the CITY.

B. CONSULTANT represents that it is fully qualified to perform such financial services by virtue of its experience and the training, education and expertise of its principals, associates and subconsultants.

NOW, THEREFORE, the CITY and the CONSULTANT, mutually agree as follows:

1. **SERVICES.** Pursuant to the authority provided by Government Code Sections 36505 and 37103, Consultant shall serve as Finance Director and shall perform general duties and functions related to financial and accounting services as assigned by the City Manager. Consultant's duties are more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference as though set forth in full. The location where services are to be performed shall be determined by mutual agreement of the parties' representatives. To the extent that services are performed in City Hall, CONSULTANT agrees that its employees will abide by any COVID-19 protocols then in effect. CONSULTANT shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY.

2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on July 11, 2022 unless extended in writing in advance by both parties.

3. **PAYMENT FOR SERVICES.** CONSULTANT shall be compensated in an amount not to exceed $68,960 for services provided pursuant to this Agreement on an hourly basis at the following hourly rates:

   Finance Director -- $95/hr.
   Accountant Technician -- $50/hr.

   Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

4. **CONTRACT ADMINISTRATION.**

4.1. **The CITY's Representative.** Unless otherwise designated in writing, the City Manager shall serve as the CITY's representative for the administration of this Agreement. All activities performed by the CONSULTANT shall be coordinated with the City Manager.

4.2. **Manager-in-Charge.** For the CONSULTANT, Misty V. Cheng, shall be in charge of all matters relating to this Agreement and any agreement or approval made by her shall be binding on the CONSULTANT. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONSULTANT upon request and CITY staff shall work with CONSULTANT in order to facilitate its performance of its services hereunder.

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

4.5. **Confidentiality**. Employees of CONSULTANT in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CITY. CONSULTANT covenants that all data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this Agreement. CONSULTANT'S covenant under this section shall survive the termination of this Agreement.

5. TERMINATION.

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

5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONSULTANT to remedy the violation within the stated time or

within any other time period agreed to by the parties. In the event of such termination, the CONSULTANT shall be responsible for any additional costs incurred by the CITY in securing the services from another Consultant.

6. **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 attorney's 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. Notwithstanding the foregoing, CITY agrees to and shall indemnify, hold harmless and defend at its expense CONSULTANT from any and all claims, actions, losses, damages, charges, expenses or attorneys fees to which Contractor may be subject solely by virtue of CONSULTANT'S status as a CITY official and arising out of, or resulting from, actions within CONSULTANT'S scope of duties as defined herein.

7. **INSURANCE REQUIREMENTS.**

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

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

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

Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

7.1.2. **General Liability Coverage**. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

7.1.3. **Automobile Liability Coverage**. The CONSULTANT shall maintain 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, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.

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

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

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

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

7.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in

this agreement and which is applicable to a given loss will be available to the CITY.

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

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

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

7.2.8. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.3. **Self Insured Retention/Deductibles**. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

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

7.5. **Failure to Procure Insurance**. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of

contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONSULTANT shall be fully responsible to the CITY for all acts or omissions of the subconsultant. Nothing in this Agreement shall create any contractual relationship between the CITY and subconsultant nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subconsultant other than as otherwise is required by law.

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

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

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

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

10. **CONFLICT OF INTEREST.** The CONSULTANT confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONSULTANT shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation. CONSULTANT and its associates and subconsultants will comply with all conflict of interest statutes of the State of California applicable to CONSULTANT'S services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.)* and Government Code Section 1090.

11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONSULTANT represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12. **HIRING OF CONSULTANT'S ASSOCIATES AND/OR SUBCONTRACTORS.** CITY agrees that each of CONSULTANT'S associates and/or subcontractors will only be able to obtain a direct contract or professional services agreement with the CITY not earlier than two years following the expiration of this Agreement. CITY agrees not to hire one of CONSULTANT'S associates and/or subcontractors as a full time, permanent, fully benefited employee of the CITY, unless CITY has performed a recruitment and the associate and/or subcontractor has billed 960 hours to the CITY. CITY agrees not to hire one of CONSULTANT'S associates and/or subcontractors as a part time, non-benefited employee on the CITY'S payroll unless the associate and/or subcontractor has billed 960 hours to the CITY and the CITY pays a fee of 5% of the associate and/or subcontractor's annualized wages based on the hourly rate charged, to CONSULTANT. If CITY employs CONSULTANT'S associates and/or subcontractors through another temporary service or staffing agency, CITY agrees to pay a fee of 10% of the associate and/or subcontractor's annualized wages based on the hourly rate charged, to CONSULTANT.

13. **RECORDS AND AUDITS.** The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONSULTANT for a period of three years after the expiration of this Agreement.

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

15. **INDEPENDENT CONTRACTOR.** The CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

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

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

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

    Attention: Elaine Jeng, P.E.

    CONSULTANT:

    MV Cheng & Associates
    102 W. 24th Street
    Upland, CA 91784

    Attention: Misty V. Cheng

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

18. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or

otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the 12th day of July, 2021.

CONSULTANT:

Misty V. Cheng, President

CITY OF ROLLING HILLS:

7/14/2021

Elaine Jeng, City Manager

ATTEST:

Janely Sandoval, City Clerk

EXHIBIT A

Scope of Services

The CONSULTANT shall provide all aspects of finance, accounting and treasury services ranging from performing basic accounting functions to high-level policy development and presentation on an as-needed basis. The CONSULTANT shall comply with all finance-related laws and ethics, obtain a Fidelity Bond and complete Economic Interest Form 700. The CONSULTANT shall be familiar with and maintain internal controls to extent possible.

Services shall include accounting, bookkeeping, cash management, assessment billing, budgeting, records management, report preparation, financial analysis, payroll functions, daily and long-term investment functions, presentations and all other financial services associated with municipal operations.

Examples of services include:

1. Accounting functions such as maintaining ledgers, year-end closings, and fixed asset schedules.
2. Preparation and production of the Annual Finance Statements, reports and statements in accordance with GAAP, Sarbanes-Oxley, GFOA, State and Federal and other professional and legal standards.
3. Processing all recording all revenues.
4. Processing all warrants.
5. Working with the financial institutions, auditor, contractors and employees benefit providers.
6. Performing reviews and audits of financial data including quarterly federal and state payroll reports.
7. Preparing and representing fiscal year and mid-year budget including projects, fee schedule, Gann limit, rates, and forecasts.
8. Utilizing office automation for spreadsheets and financial and budget reports and using Abila and Fund Balance software for all accounting practices.
9. Cash management including investing, transfers, monitoring balances, reconciling statements and maintaining petty cash.
10. Reporting to local and state agencies relative to revenues and expenditures.
11. Maintaining all personnel files and serve as personnel officer.
12. Performing special projects and duties as assigned/necessary.
13. Developing and implementing best practices and policies.
14. Provide coverage of the front counter and telephones as necessary.
15. Payroll and benefit administration.
16. False alarm billing.
17. Assist the City Manager with administrative duties and research pertaining to budget and finance.
18. Attending and presenting at City Council, community and other meetings as required.
19. Communicating directly with City Council, staff and the public.
20. Working in emergencies/disasters, as needed as the City's Finance Director.

Agenda Item No.: 13.E
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **CONSIDERATION OF REQUEST FROM RHCA TO EXECUTE A LICENSE AGREEMENT WITH COX BUSINESS**

DATE: **October 23, 2023**

BACKGROUND:
The Rolling Hills Community Association ("RHCA") receives its internet service through Cox Communications d/b/a/ Cox Business. The City does not use Cox Business for its internet services but does use Cox Business for other services. The RHCA has requested that the City execute a Communications Facilities License Agreement with Cox Business to install and maintain, among other things, additional equipment, cabling and wiring at the City Hall campus property for RHCA's internet services. A licensing agreement is a written contract that would give Cox Business permission to use the City's property under a certain set of conditions to provide internet service to RHCA. Cox Business is requesting that the City enter into the license as the City is the owner of the property. The requested improvements related to the License Agreement are not connected to the services the City receives from Cox Business.

DISCUSSION:
The proposed Communications Facilities License Agreement ("License Agreement") with Cox Business appears to be Cox Business' template agreement. Despite requests from City staff, Cox Business is not amenable to any changes. While the License Agreement does have provisions that require Cox Business to carry insurance and of course does not cost the City any money, there are a few provisions which necessitated City Council input.

First, the indemnification provision calls for a reciprocal mutual indemnity. That is, both Cox Business and the City would have to agree to indemnify, defend and hold the other party harmless from all claims/damages arising out of (a) the negligence or willful misconduct of each party or (b) one party's breach of the Agreement beyond any applicable notice and cure periods. Now a mutual indemnification provision is something the City has agreed to before; however, it is typically done in the context of the City receiving a product or service. Here we are being requested to execute this agreement because we own the land on which the equipment is to be installed.

Second, the term provision of this agreement posits a 5-year term with an automatic renewal term for one-year terms after this initial 5-year term. The provision at first states that the City can terminate with 90 days' prior written notice. However, the City's ability to terminate the License Agreement is prohibited at any time during which (i) Cox Business is providing services, or (ii) Cox Business has a service agreement in place with any Tenant. That is, if Cox Business is providing services to RHCA, the City cannot terminate the License Agreement.

Ultimately, the License Agreement is a judgment call for the City. While nothing legally requires the City to execute the License Agreement, conversations with RHCA indicates that this upgraded service from Cox Business is a high priority for RHCA and thus why RHCA requested the City to consider the License Agreement. Cox Business is a reputable internet service provider and there is nothing to indicate that Cox Business will be problematic licensee. However, the decision to execute must be made in light of the language of the template License Agreement.

FISCAL IMPACT:
There is no fiscal impact related to the execution of the License Agreement as the City is not being charged.

RECOMMENDATION:
Review and provide direction to City staff.

ATTACHMENTS:
CL_AGN_231023_CC_COX_Agrmt_RHCA.pdf

COMMUNICATIONS FACILITIES LICENSE AGREEMENT (Commercial)

This Communications Facilities Agreement ("Agreement") is entered into this ___ day of _____, 2023 by and between **Cox Communications California, LLC d/b/a Cox Business,** on behalf of itself and its affiliates **("Cox")** and

ROLLING HILLS CITY ("Owner").

Owner holds title to, or is the authorized agent of the titleholder of, certain real property located at:

1 PORTUGUESE BEND RD, ROLLING HILLS, CA 90274
("Property"); The parties agree as follows:

1. Grant. Owner grants Cox permission to install and maintain its communications, distribution and other facilities, including, but not limited to, equipment, electronics, security and automation systems, cabling, wiring and other needed equipment ("**Facilities**") on the Property to provide voice, video, and data services, and any other service now or hereafter offered by Cox and/or its affiliates (collectively, "**Services**") to occupants at the Property ("**Tenants**") and to utilize the Property, on a non-exclusive basis, for the transmission of Services and to install and maintain appropriate facilities for such Services. Owner further grants to Cox the non-exclusive right to enter the Property including all common areas to install, connect, disconnect, transfer, service, remove and repair the Facilities during normal business hours, except in case of emergency in which event Cox shall have the right to enter the Property outside of normal business hours. Owner also grants Cox (i) the right to use any available conduit space which is now, or hereafter, located on, under or over the Property, for the installation, maintenance, and operation of Cox's Facilities and (ii) the right to intersect such existing conduit from the public right of way or Cox's Facilities located outside of the Property. Owner hereby approves of the construction and installation of the Facilities in accordance with the plans on **EXHIBIT A** attached hereto, or, if no plans are attached as of the date of execution of this Agreement, the parties will, prior to Cox commencing construction, cooperate in good faith to mutually approve the construction scope of work, such approval not to be unreasonably withheld, conditioned or delayed. If Owner requests, in writing within ninety (90) days after the expiration or earlier termination of this Agreement, Cox shall remove the Facilities (excluding "**Internal Wiring**" (defined below) and any underground Facilities) within sixty (60) days after receipt of Owner's request. Otherwise, Cox have shall have the right to enter upon the Property and remove any portion or all of the Facilities and such right shall survive the expiration or earlier termination of this Agreement. At Cox's option, wiring and cabling may remain on the Property. The Facilities are and shall remain the sole and exclusive property of Cox and shall not become fixtures of the Property, except for the "**Internal Wiring**" which is defined as the wiring, ports and outlets located within a commercial unit receiving Services back to the demarcation point, and underground Facilities. Owner agrees: not to use, move, disturb, or alter the Facilities, or interfere with the Services, or knowingly permit any third party to do so.

2. Obligations of Cox. Cox agrees to: (i) pay for all materials and labor reasonably necessary to install the Facilities; (ii) keep the Property free of liens resulting from Cox's installation or removal of the Facilities; (iii) repair any damage to the Property if such damage results directly from Cox's installation or removal of the Facilities; (iv) obtain all applicable government permits for the installation of the Facilities on the Property; (v) maintain (a) Commercial General Liability insurance with a policy limit of at least $2,000,000 to protect Owner against bodily injury or damage resulting from Cox's negligence or intentional misconduct with respect to the installation, operation or maintenance of the Facilities on the Property at all times when Cox is providing Services hereunder, and (b) Worker's Compensation insurance in statutory amounts. The Cox insurance policies hereunder shall be with insurers (i) licensed to do business in the state in which the Property is located and (ii) carrying an A.M. Best

rating of at least A-VIII. All policies, including any renewals thereof, shall specify that such policy cannot be canceled without at least thirty (30) days written notice to Owner.

3. Indemnification. Cox agrees to indemnify, defend and hold Owner harmless from all third party claims, suits, proceedings, liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees (the "**Claims**") for personal injury or property damages arising out of (a) the negligence or willful misconduct of Cox in connection with Cox's installation or removal of the Facilities at the Property; or (b) Cox's breach of this Agreement beyond any applicable notice and cure periods. Owner agrees to indemnify, defend and hold Cox harmless from all Claims for personal injury or property damages arising out of (a) the negligence or willful misconduct of Owner, its employees or agents; or (b) Owner's breach of this Agreement beyond any applicable notice and cure periods. This provision shall survive the expiration or earlier termination of this Agreement. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

4. Term. The "**Term**" shall begin upon the date of execution by the last signing party hereunder, and continue for five (5) years from the first day of the first full calendar month thereafter. The Term of this Agreement shall automatically renew for consecutive one (1) year terms (each successive year being a "**Renewal Term**"), provided that either party may terminate this Agreement with at least ninety (90) days prior written notice; however, Owner shall not have the right to terminate this Agreement at any time during which (i) Cox is providing Services, or (ii) Cox has a service agreement in place with any Tenant. Cox may terminate this Agreement (i) in the event Cox is unable to continue the distribution of any Services because of any law, rule, regulation or judgment of any court (or any similar reason beyond the reasonable control of Cox), (ii) if the applicable franchise or licenses are assigned, terminated, surrendered or revoked for any reason, or (iii) in the event that Cox elects to no longer provide Services to the Property.

5. Default. If either party fails to perform any material condition or agreement to be performed or observed by it hereunder and such default is not cured within thirty (30) days after the defaulting party's receipt of written notice from the non-defaulting party, the non-defaulting party may immediately terminate this Agreement by providing written notice to the defaulting party.

6. Miscellaneous. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement may not be amended except by a written instrument executed by both parties. This Agreement is governed by the laws of the state where the Property is located. Owner acknowledges that (i) this Agreement and Cox's rights granted herein shall be binding upon Owner's successors and assigns, and (ii) Owner shall notify any successor Property owner of Cox's right under this Agreement and provide such party a copy hereof. Each Party has the full right and authority to execute this Agreement and grant the rights and/or accept the obligations contained herein. Owner represents that there are no prior or existing agreements, nor will there be any agreements during the Term, that would be breached by Owner's execution of this Agreement or by Cox's provision of the Services. Cox may assign this Agreement without consent, in whole or part, to (i) to any affiliate of Cox; (ii) any entity merging with, or acquiring substantially all of the assets of, Cox or (iii) any services provider that provides Services to any Tenant. Notices required to be given shall be sent by U.S. Certified Mail, postage prepaid, return receipt requested, or national overnight courier to the address set forth below. Cox shall determine the appropriate date to begin construction and/or installation of the Facilities at the Property and the commencement of the provision of Services to Tenants. Owner shall have no responsibility for the Services provided by Cox, or for the proper functioning of the Facilities. In the event of bankruptcy of any Tenant or Owner, or in the event of a Service disconnection order, Cox shall have the right to enter upon the Property to recover the Facilities.

Signatures on next page

Signatures to follow:

For:
Cox Communications California, LLC
20 Icon
Foothill Ranch, CA 92610
(949) 546.2020

By: _____

Print Name_____

Title:_____

Date: _____

For:
ROLLING HILLS CITY
1 Portuguese Bend Rd
Rolling Hills, CA 90274

Re: 1 PORTUGUESE BEND RD, ROLLING HILLS, CA 90274

To Whom Cox Should Email the Signed Agreement:

By**: _____** _____

Print Name: _____ _____

Title**: _____**

Date**: _____**

Email: _____

Who to call for access to MPOE (telephone room):

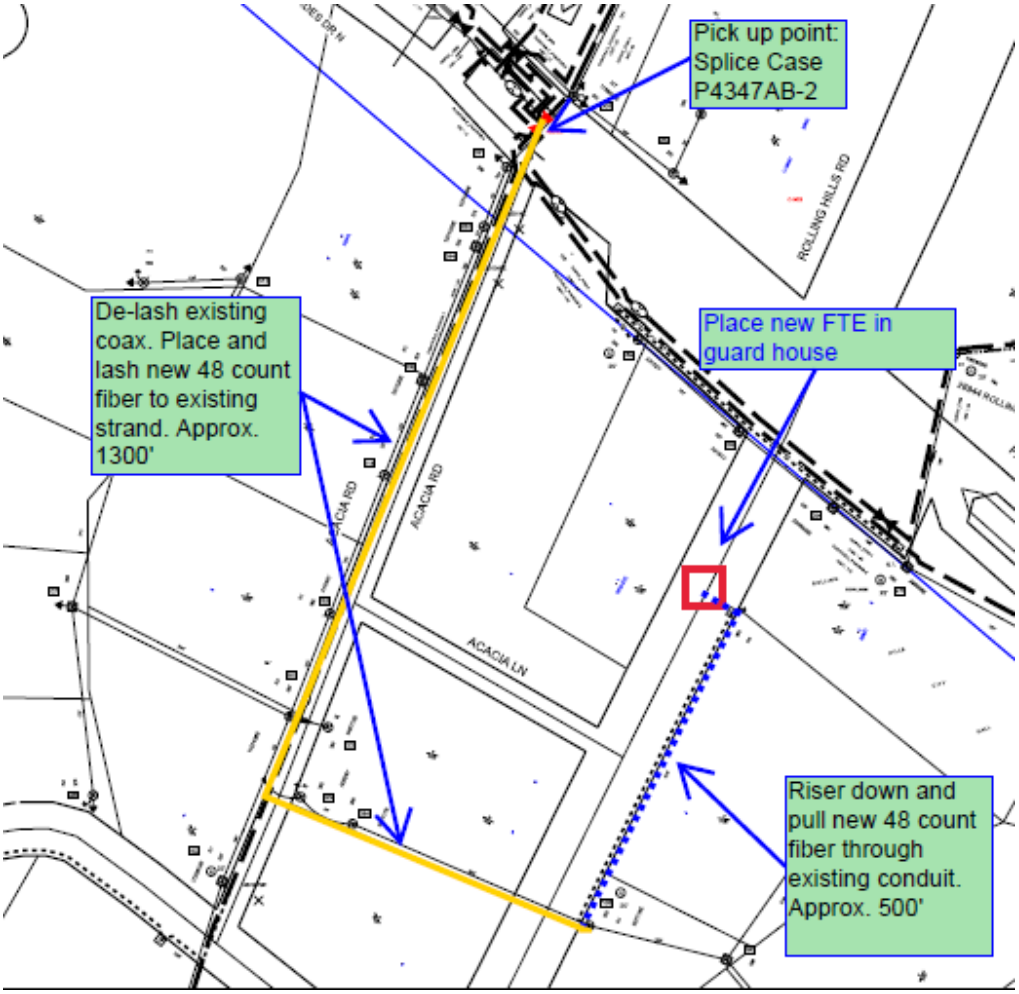
Print Name: _____

Phone: _____

Exhibit "A"

Legal Description:
Assessor's Parcel Number: 7569-015-900

Scope of Work:



Agenda Item No.: 13.F
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **ACCEPT THE CITY HALL HEATING, VENTILATION AND AIR CONDITIONING PROJECT #2023-01 AS COMPLETE, FILE NOTICE OF COMPLETION, AND RELEASE RETENTION AFTER 30 DAY LIEN PERIOD TO AC PROS**

DATE: **October 23, 2023**

BACKGROUND:
Since late July 2022, City Hall operated without proper ventilation. At the October 10, 2022, City Council meeting, S&K Consulting Services was hired to assess the condition of the City Hall Heating, Ventilation and Air Conditioning (HVAC) system and provide an engineering design for a functioning system.

In late November 2022, S&K Consulting Services completed the engineering design and submitted plans for permitting with the Los Angeles County Building and Safety. Per the current Los Angeles County Building Code, S&K Consulting was able to determine that the scope of work is an HVAC replacement/repair project. S&K Consulting Services reported that the existing equipment included a pair of furnaces that were twinned (interlocked to supply the same duct) with two cooling coils connected to a single commercial outdoor package unit. The size of the furnaces was no longer manufactured, and twinning is no longer common practice with ultra-low NOx systems. Most of the ductwork was damaged beyond repair and sections were in shambles above the ceiling. City Hall was split into two zones in this context. Zone 1 was comprised of the individual offices, and the lobby. Zone 2 was comprised of the Council Chambers. The new design addresses the previous imbalance of airflow and improves temperature control by splitting Zone 1 into two zones where the lobby, reception area and hallway will be on a separate thermostat.

S&K Consulting Services also specified new HVAC equipment with higher efficiencies and the lowest emissions. Several pieces of equipment needed to be placed outside of City Hall, at the previous recycling center. Alan Palermo Consulting, the City's Project Manager coordinated information exchange between S&K Consulting Services, and the City Hall ADA Improvement Project design team to ensure that the HVAC project makes provisions for the future condition

to be improved by the ADA project. Plans were submitted to Los Angeles County in November 2022 and approved in December. The plans were revised to include information/address existing hazardous materials.

On January 31, 2023, the City officially released the City Hall HVAC Project # 2023-01 Bid and posted it on the City's website.

On February 2nd and 9th, 2023, the City published the Request for Bid in a local newspaper as mandated by the State Public Contract Code.

On February 16, 2023, the City hosted a mandatory job walk for interested bidders. Project Manager Alan Palermo and S&K Consulting representatives were on site to facilitate the walkthrough.

On February 28, 2023, the City received three (3) sealed bids at the 2pm Bid Closing. Staff validated all bids received and determined that AC Pros was the lowest responsive and responsible bidder.

On March 13, 2023, the City Council approved staff's recommendation to award the construction contract to AC Pros for $188,750 and allocate an additional $18,875 as a 10% contingency for a total of $207,625.

DISCUSSION:
Construction commenced on Wednesday, May 10, 2023 and the majority of work was completed by early June. Delays in materials elongated the project timeline in order to install grills, finalize air balancing and complete any punch list items.

The project included lead and asbestos abatement at City Hall where there were disturbances by the project. On May 22, 2013, the City Council approved Contract Change Order(CCO) No. 1 to replace the insulation due to saturation of rodent feces and urine as well as CCO No. 2B which required the demolition and replacement of the 12 existing ceiling boxes and repair/painting of the drywall surrounding the boxes.

On Monday, June 5, 2023, a third and final CCO No. 3 was submitted and approved by the City Council for an Electrical panel ground modification totaling $2,674.60.

Per a previous item on this agenda, between August and September 2023, the City Council had expressed concerns over the level of noise within the Council Chambers. Solutions were presented in the form of CCO 4A and 4B. The City worked with both the engineering team and AC Pros to find alternate ways to minimize the air output. In the event that the City Council finds the current noise level acceptable, without the need to pursue CCO 4A or 4B, this project is considered complete and should be found as such.

FISCAL IMPACT:
The replacement of the HVAC system was an unexpected expense and not budgeted in the FY 2022-2023 adopted budget. As such, the project was funded from a transfer of available General Fund reserves. The use of General Fund reserves for these purposes is consistent with City policy.

Final cost: $238,319.20 includes 3 change orders.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_BID_230821_2023-01_ACPros_Invoice04_Retention_CP.pdf
CL_BID_230821_2023-01_ACPros_NoticeOfCompletion_D.pdf

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): **City of Rolling Hills**
2 Portuguese Bend Rd.
Rolling hills CA 90274

FROM:
(VENDOR/GC/ CONTR.) AC Pros Inc.
18653 Ventura Blvd. #251
Tarzana, CA 91356

PROJECT NAME: **Rolling Hills City Hall HVAC Replacement**
PROJECT #: **92226**
ADRESS **2 Portuguese Bend Rd., Rolling Hills, CA 90274**

APPLICATION NO.: **4**
PERIOD TO: 7/31/2023
CONTRACT DATE: 3/14/2023

Description of Work: **HVAC Replacement**

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Orders Approved	ADDITIONS	DEDUCTIONS
Previously by Owner - Total	$ 47,074.60	$ -
Approved This Month	$ 2,674.60	$ -
Totals	**$ 49,749.20**	**$ -**
Net change by Change Orders		**$ 49,749.20**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR SIGNATURE DATE 8/16/2023

INSPECTOR SIGNATURE DATE

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	188,570.00
2. NET CHANGE BY AMENDMENT	$	-
3. NET CHANGE BY CHANGE ORDERS	$	49,749.20
4. CONTRACT SUM TO DATE	**$**	**238,319.20**
5. TOTAL COMPLETED & STORED TO DATE	$	238,319.20
6. RETAINAGE		
7. TOTAL EARNED LESS RETAINAGE	$	238,319.20
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	226,403.24
9. CURRENT PAYMENT SUBTOTAL	**$**	**11,915.96**
10. Stop Notice Retainage	$	-
11. Stop Notice payments by District, during this Pay Period	$	-
12. Payment Due to Contractor	**$**	**11,915.96**
13. Total Payments thru current Payment Application	$	238,319.20

CONSTRUCTION MANAGER SIGNATURE DATE

OWNER SIGNATURE DATE

AC Pros Inc.

PROJECT: **Rolling Hills City Hall HVAC Repair** **Pay Period Ending:** 31-Jul-23

Proj. No.: **92226** **Pay Application No.:** 4

Detailed Summary Schedule of Values

A	B	C	D	E	F	G	H	I	J	K	L
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	CURRENT MONTH SUBTOTAL LESS RETENTION	CURRENT MONTH SUBTOTAL RETENTION	TOTAL COMPLETED AND STORED TO DATE(D+E+F)	% (I / C)	BALANCE TO FINISH (C - I)	RETAINAGE 0%
1	Submittals, Bond & Insurance	$ 9,000.00	$ 9,000.00	$ -	$ -	0.00	0.00	9,000.00	100%	$0.00	450.00
2	Mobilization	$ 6,000.00	$ 6,000.00	$ -	$ -	0.00	0.00	6,000.00	100%	$0.00	300.00
3	Demo Sitework	$ 4,000.00	$ 4,000.00	$ -	$ -	0.00	0.00	4,000.00	100%	$0.00	200.00
4	Demo Eq. & Ducts	$ 6,000.00	$ 6,000.00	$ -	$ -	0.00	0.00	6,000.00	100%	$0.00	300.00
5	Concrete Pads	$ 16,000.00	$ 16,000.00	$ -	$ -	0.00	0.00	16,000.00	100%	$0.00	800.00
6	New eq.	$ 42,000.00	$ 42,000.00	$ -	$ -	0.00	0.00	42,000.00	100%	$0.00	2,100.00
7	Installation of New Eq.	$ 12,000.00	$ 12,000.00	$ -	$ -	0.00	0.00	12,000.00	100%	$0.00	600.00
8	Refrigeration Lines	$ 9,000.00	$ 9,000.00	$ -	$ -	0.00	0.00	9,000.00	100%	$0.00	450.00
9	Ductwork	$ 28,000.00	$ 28,000.00	$ -	$ -	0.00	0.00	28,000.00	100%	$0.00	1,400.00
10	Gas / Drain lines	$ 4,570.00	$ 4,570.00	$ -	$ -	0.00	0.00	4,570.00	100%	$0.00	228.50
11	Diffusers	$ 3,000.00	$ 3,000.00	$ -	$ -	0.00	0.00	3,000.00	100%	$0.00	150.00
12	Startup Eq	$ 2,000.00	$ 2,000.00	$ -	$ -	0.00	0.00	2,000.00	100%	$0.00	100.00
13	Control	$ 3,000.00	$ 3,000.00	$ -	$ -	0.00	0.00	3,000.00	100%	$0.00	150.00
14	Electrical	$ 16,000.00	$ 16,000.00	$ -	$ -	0.00	0.00	16,000.00	100%	$0.00	800.00
15	Air Balance	$ 4,000.00	$ 4,000.00	$ -	$ -	0.00	0.00	4,000.00	100%	$0.00	200.00
16	Duct Cleaning	$ 3,000.00	$ 3,000.00	$ -	$ -	0.00	0.00	3,000.00	100%	$0.00	150.00
17	Insulation	$ 14,000.00	$ 14,000.00	$ -	$ -	0.00	0.00	14,000.00	100%	$0.00	700.00
18	Abatement /Rodent	$ 5,000.00	$ 5,000.00	$ -	$ -	0.00	0.00	5,000.00	100%	$0.00	250.00
19	Closeout doc.	$ 2,000.00	$ 2,000.00	$ -	$ -	0.00	0.00	2,000.00	100%	$0.00	100.00
20		$ -	$ -	$ -	$ -	0.00	0.00	0.00	N/A	$0.00	0.00
	Original Contract SUB Total	**$ 188,570.00**									
Change Orders/Alt											0.00
1	Remove and Replace Attic Insulation	$ 22,269.14	$ 22,269.14	$ -	$ -	0.00	0.00	22,269.14	100%	$0.00	1,113.46
2 (2B)	Remove and Replace Air Boxes	$ 24,805.46	$ 24,805.46	$ -	$ -	0.00	0.00	24,805.46	100%	$0.00	1,240.27
3	Electrical Panel Ground Modification	$ 2,674.60	$ 2,674.60	$ -	$ -	0.00	0.00	2,674.60	100%	$0.00	133.73
4		$ -	$ -	$ -	$ -	0.00	0.00	0.00	N/A	$0.00	0.00
5		$ -	$ -	$ -	$ -	0.00	0.00	0.00	N/A	$0.00	0.00
6		$ -	$ -	$ -	$ -	0.00	0.00	0.00	N/A	$0.00	0.00
		$ 49,749.20									
	Project Total	**$238,319.20**	**$238,319.20**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$238,319.20**	100%	**$0.00**	**$11,915.96**

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

City of Rolling Hills

Rolling Hills City Hall HVAC Repair

2 Portuguese Bend Rd., Rolling Hills, CA 90274

Owner: **City of Rolling Hills** Bid/Project No.: **92226**

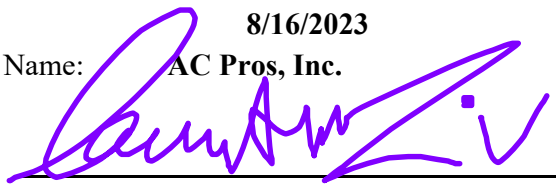
Location: **2 Portuguese Bend Rd., Rolling Hills, CA 90274**

Project: **Rolling Hills City Hall HVAC Repair**

Upon receipt by the undersigned of a check from **City of Rolling Hills** in the sum of **$ 11,915.96** payable to **AC Pros, Inc.** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undesigned has on the job of **Rolling Hills City Hall HVAC Replacement** located at **2 Portuguese Bend Rd., Rolling Hills, CA 90274** to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to **City of Rolling Hills** through **7/31/2023** only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are coverd by this release unless specifically reserved by the claimant. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: **8/16/2023**

Company Name: **AC Pros, Inc.**

By: 

Name and Title: **Noam Ziv-President**

RECORDING REQUESTED BY
CITY OF ROLLING HILLS
AND WHEN RECORDED MAIL TO:

Name CITY OF ROLLING HILLS

Street Address 2 PORTUGUESE BEND RD

City & State ROLLING HILLS
CA 90274

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Rolling Hills
3. The full address of the owner is 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CA 90274
4. The nature of the interest or estate of the owner is in fee.
   Public safety authority
   (If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
N/A	N/A

6. A work of improvement on the property hereinafter described was completed on 08/22/2023 . The work done was:
   City Hall HVAC replacement
7. The name of the contractor, if any, for such work of improvement was AC Pros, Inc.
   (If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Rolling Hills ,
   County of Los Angeles , State of California, and is described as follows:
   Replacement of City Hall HVAC system
9. The street address of said property is 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CA 90274
   (If no street address has been officially assigned, insert "none")

Dated: 08/22/2023

The City of Rolling Hills

Signature of owner of corporate officer of owner named in paragraph 2 or his agent

David Ready, Interim City Manager

VERIFICATION

I, the undersigned, say: I am the Interim City Manager of the City of Rolling Hills the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 22 , 20 23 , at Rolling Hills , California.
(Date of signature) (City where signed)

The City of Rolling Hills

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

David Ready, Interim City Manager

Agenda Item No.: 13.G
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **CONSIDER REQUESTS FROM THE PENINSULA SENIORS AND THE WOMEN'S COMMUNITY CLUB OF ROLLING HILLS; DETERMINE FISCAL YEAR 23/24 CONTRIBUTION AMOUNTS FOR COMMUNITY ORGANIZATIONS**

DATE: **October 23, 2023**

BACKGROUND:
The City of Rolling Hills does not have a traditional Community Services Department which facilitates programmatic efforts with local clubs and organizations. Historically the City Council has a designated South Bay Community Organizations line item in the budget with the intent of making contributions to local volunteer organizations that provide community benefits and services to the residents of Rolling Hills. These include the Peninsula Seniors, the Women's Community Club, the Caballeros Club, and the Tennis Courts Club.

DISCUSSION:
In previous years, the allocated annual budget for 01-65-901 South Bay Community Organization was $15,000

The approved Fiscal Year 23/24 Budget lowered this amount to $10,000. The City Council did not, at the time of Budget approval, provide direction on how this would affect any specific allocations to the local organizations. Staff has recently received funding requests from the Peninsula Seniors and the Women's Club of Rolling Hills.

The Peninsula Seniors are requesting a $5000 grant for 2023. From 2019 through 2022, the City Council had contributed $2000 per year.

The Women's Community Club, Caballeros and Tennis Club have traditionally received approximately a $5,000 contribution allotment each year.

The Women's Community Club provides receipts in support of their various events and programs. Attached is their most recent reimbursement request for FY 23/24.

FISCAL IMPACT:
The FY23/24 has $10,000 allocated in the following account 01-65-901 South Bay Community Organization. Thus far, the City Council has recently allocated $600 to the South Bay Chamber Music Society. The remaining budget balance is $9,400.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:
CL_AGN_231023_CC_PeninsulaSeniors_Request.pdf
CL_AGN_231023_CC_WomensClub_Request_Receipts.pdf

Peninsula Seniors

602 Deep Valley Drive
Suite 310
Rolling Hills Estates
California 90274

(310) 377-3003
pvseniors.org

BOARD OF DIRECTORS

OFFICERS
Linda Ralls, *President*
Vidya Kaushik, *Vice President*
Cindy Miller, *Secretary*
Anil Aggarwal, *Treasurer*

MEMBERS
Tom Hyatt
Sue MacKenzie
Larry Moreau
Julia Parton
Greg Sparkman
Pinfun Tsai
Andrew Werts

EXECUTIVE DIRECTOR
Margie Beierschmitt

HONORARY LIFE
Anil & Madhvi Aggarwal
John+ & Dorothy+ Bohannon
Mike+ & Virginia Cicoria
Russ Harrington+
Gene Hollander+
Elaine Jerome
Marylyn & Chuck Klaus
Allen & Dottie Lay
Richard & Melanie Lundquist
Edith Mayerson+
Ralph+ & Loraine Scriba
Ann Shaw
Elly & Robert+ Visser

+ deceased member

Peninsula Seniors is a 501(c)(3)
Tax-Exempt, Non-Profit Corp.
Tax ID: 95-3723540

October 6, 2023

Mayor Patrick Wilson
City of Rolling Hills City Council
2 Portuguese Bend Road
Rolling Hills, CA 90274

CC: David Ready, DReady@CityOfRH.net
CC: Robert Samario, RSamario@CityOfRH.net

Dear Mayor Wilson and Rolling Hills City Council,

The Board of Directors of Peninsula Seniors thanks you for your past support of our organization. Your support has been important for our ability to serve seniors in our community.

We are requesting a grant of $5,000 in 2023. Our programs address the critical issues of loneliness and isolation in the senior population in our community, which help support physical and mental health issues.

Peninsula Seniors is the Peninsula's premier seniors' organization. We offer more than 90 opportunities each month for participation, programs that allow seniors to stay connected and provide meaningful interactions and socialization to avoid isolation.

Peninsula Seniors will use this grant to reach even more seniors in the community to continue to grow our membership and increase the scope and variety of our programs and activities.

Thank you, in advance, for your support of Peninsula Seniors as we seek to enrich the lives of the senior community in the Palos Verdes Peninsula, and continue to help seniors in our community stay connected and engaged.

Sincerely,

Linda

Linda Ralls
Chair, Board of Directors

Margie

Margie Beierschmitt,
Executive Director

PENINSULA SENIORS PROGRAMS

Health/Wellness

- Tai Chi
- Pickleball
- PV Walkers
- Line Dancing
- Zumba Gold
- Latin Dancing
- Yoga & Balance
- Balance & Memory
- Muscle Strengthening
- Yoga for Better Sleep and Memory

Education

- Book Clubs
- Spanish Class
- Ukulele Lessons
- Oil Painting Class
- Technology Clinic
- Technology Classes
- Music Appreciation
- Bohannon Lecture Series
- Watercolor Painting Class
- Collaborations with Palos Verdes Art Center

Cultural/Travel

- LA Opera
- Norris Theatre
- Hollywood Bowl
- The Geffen Playhouse
- Wallis Annenberg Center for the Performing Arts
- Day Trips (local)
- Multi-Day Trips
- Cruises (international)

Socialization

- Bingo!
- Bridge
- Trivia
- PenVets
- Scrabble
- Mahjong
- Ping Pong
- Tech Clinic
- Rummikub
- Craft n' Chat
- Floral Classes
- Knitting Club
- Meet & Greet
- Let's Do Lunch
- Writers' Group
- Painting Classes
- Movie & Popcorn
- Poetry Study Group
- Holiday Luncheon
- Thanksgiving Luncheon
- New Member Luncheons
- Fall Fashion Show Luncheon
- Volunteer Opportunities

Hello David,
Greetings from Peninsula Seniors!
Attached is our annual request for funding, along with our programs listed by type.
If you need any more information about our organization or our programs, just let me know.
I look forward to hearing back from The City of Rolling Hills with favorable news.
Regards,
Margie

Margie Beierschmitt
Executive Director
Peninsula Seniors
(310) 377-3003
seniors@pvseniors.org

Peninsula Seniors

Katherne Watts

From: David Ready
Sent: Monday, October 9, 2023 9:08 AM
To: Katherne Watts
Subject: Fwd: Grant Request
Attachments: RH Request 23.10.06.pdf; Program activities 23.09.pdf

Katie,
Please print email below.

Thanks,

David

David H. Ready,
Interim City Manager,
Rolling Hills, CA
dready@cityofrh.net
760-409-0833

Begin forwarded message:

From: Peninsula Seniors <seniors@pvseniors.org>
Subject: Grant Request
Date: October 6, 2023 at 1:03:37 PM PDT
To: "dready@cityofrh.net" <dready@cityofrh.net>
Cc: "RSamario@cityofRH.net" <RSamario@cityofRH.net>

INVOICE PAYMENT
ACCT#_____
AMOUNT $_____
REF:_____
SIGNED_____

October 7, 2023

David Ready, for The City
Of Rolling Hills

WOMEN'S COMMUNITY CLUB
OF ROLLING HILLS
2 Portuguese Bend Road, Rolling Hills, CA 90274

Dear David,

On behalf of The Women's Community Club, I am writing to request reimbursement for expenditures from May 28 to October 3, 2023. The expenses covered our rental program purchases and our very successful Women's Tea. Our three big events per year are free to our community. Also, I have made a spread sheet for our new fiscal year with our allotted budget minus our current expenses.

I am requesting reimbursement for $1,852. All the receipts are included in the folder with the new spread sheet. Please make a check payable to WCCRH for the above amount. I will pick it up at your office when it is approved and ready.
Thank you for your consideration of this request. We appreciate your time and continued support.

Sincerely,
Kimberly Rosenfield
Kimberly Rosenfield, Treasurer of the WCCRH.

City Hall WCCRH 2023 - 2024 Fiscal Year

Date	Transaction	Amount
5/18/23	Buy table for Women's Club rentals	$253.30
6/24/23	Business expense-stamps	$63.00
7/13/23	Tea table covers	$52.55
7/24/23	Business and Tea	$81.78
7/21/23	Two rectangle tables purchased for rentals	$279.68
7/25/23	Orchid plant for farewll party	$14.29
7/26/23	Tea Party paperless post	$115
8/10/23	Prior tax form filing state and federal	$39.90
8/24/23	Area neighborhhod meeting expenses	$169.74
9/7/23	Name badges for Tea	$21.39
9/11/23	Tea expenses	$80.52
9/18/23	Tea expenses	$92.22
9/20/23	Tea flowers and honey	$200.95
9/24/23	Help for Tea	$360
10/3/23	New member packages	$27.58

Starting Balance	$5,000
Spent	$1,852
Remaining Balan	$3,148

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 5-18-2023

REIMBURSEMENT AMOUNT: $ 253.30
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: Table for Women's Club Rentals

DESCRIPTION OF EXPENSES:

1 5x5 Round Table

MAKE CHECK PAYABLE TO: Lisa Waldo

WCCRH PRESIDENT: Karen A. Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

Gmail

Lisa Waldo <lisawaldo1@gmail.com>

Receipt from LOWES.COM for your $253.30 USD purchase

service@paypal.com <service@paypal.com>
To: Lisa Waldo <Lisawaldo1@gmail.com>

Wed, May 17, 5:47 PM

Hello, Lisa Waldo

You authorized $253.30 USD payment to LOWES.COM.

Thanks for using PayPal.

Transaction details

Transaction ID
7LF08203L6325791K

Transaction date
May 17, 2023

Authorization code: 2XD2SI

Subtotal	$253.30 USD
Total payment to seller	**$253.30 USD**

Transaction summary

Payment method:

Visa x-4051 $253.30 USD

Fees/taxes collected by PayPal
$0.00 USD

Payment from
Lisa Waldo
Lisawaldo1@gmail.com

Payment to
LOWES.COM
Address: LOWES.COM, WILKESBORO, NC 286590000

For returns or refunds, check the LOWES.COM policy on your store receipt or contact the store directly for help.

PayPal

Help & Contact | Security | Apps

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 6-4-23

REIMBURSEMENT AMOUNT: 63^00
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: Business

DESCRIPTION OF EXPENSES:

1 Roll Stamps

MAKE CHECK PAYABLE TO: KAW

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

UNITED STATES POSTAL SERVICE.

PALOS VERDES ESTATES
2516 VIA TEJON STE 102
PALOS VERDES ESTATES, CA 90274-9993
(800)275-8777

06/06/2023 10:37 AM

Product	Qty	Unit Price	Price
U.S. Flag Coil	1	$63.00	$63.00

Grand Total: $63.00

Cash $63.00

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
https://informeddelivery.usps.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: https://postalexperience.com/Pos
or scan this code with your mobile device,

or call 1-800-410-7420.

UFN: 055821-0241
Receipt #: 840-59070040-2-4924554-1
Clerk: 03

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 7-13-23

REIMBURSEMENT AMOUNT: 52.55
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: Tea and other signature events

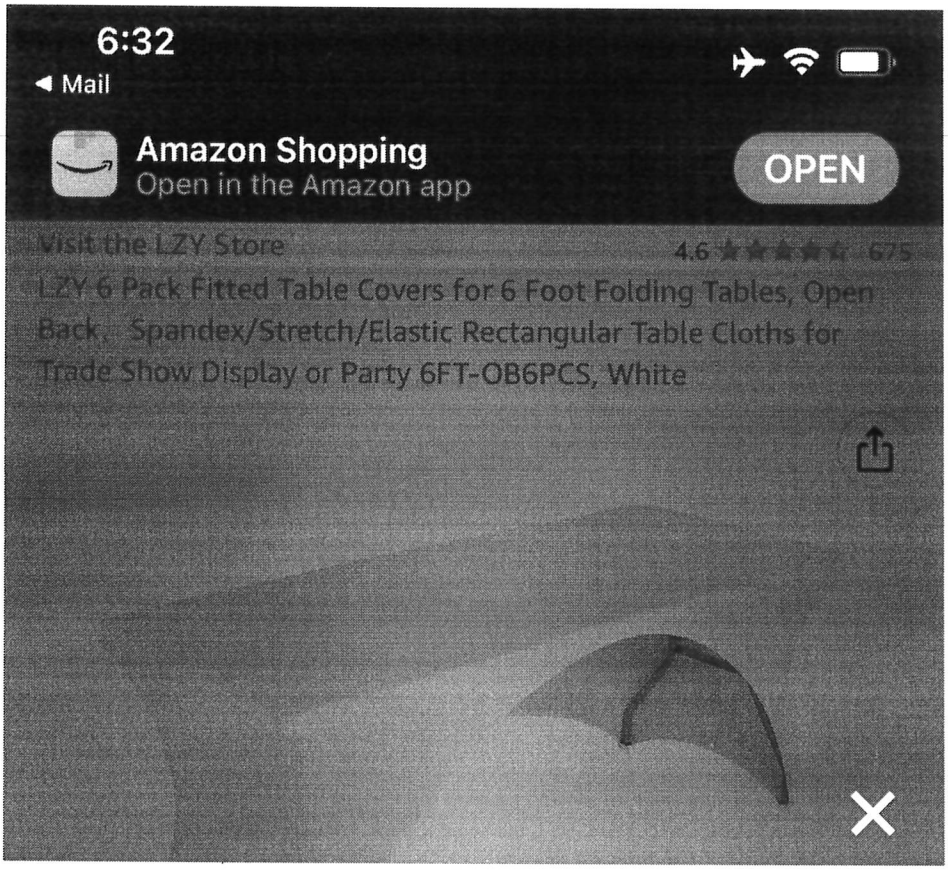
DESCRIPTION OF EXPENSES:

6 Pack Fitted Rectangular Table Covers for 6 Foot Tables

MAKE CHECK PAYABLE TO: Karen A Willis

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield



Arriving Jul 15, 2023

FREE Prime Delivery
Ships from Amazon.com
Sold by Jassetparty

Ship to	Karen Willis, 34 Chuckwagon Road, Rolli...
Pay with	MasterCard *1597
Total	**$52.55** (includes tax)

Place your order

By placing your order, you agree to Amazon's privacy notice and conditions of use.



WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 7/24/23

REIMBURSEMENT AMOUNT: 81.78
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: Business + Tea

DESCRIPTION OF EXPENSES:

Keys + Tags WCCRH Closet 15.82 Bus.

3 garland @ 19.99 x .10 tax = 65.96 Tea
golf cart decorations for tea
50% off sale.

MAKE CHECK PAYABLE TO: KAW

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

Tea

Michaels

Made by you™

MICHAELS STORE #3008 (310)373-6747
4240 PACIFIC COAST HWY.
TORRANCE, CA 90505
Rewards Number: LMR90186736790

8-9545-8465-8259-4681-8565-1187-1141-7994

1154405 SALE 3228 3008 040 5/26/23 13:54

UVR MOLD GEODES	848364060564 1 @ 7.99	7.99
(RETURN VALUE 5.99)		
UVR FLAT MOLD-HOO	848364054228 7.99	
	1 @ 3.99	3.99
(RETURN VALUE 5.99)		
BUY1GT1 50%OFF	4.00-	
BL BDS HOWLITE DY	191518471137 1 @ 8.99	8.99
BL BDS MTL ATQ SL	191518478976 1 @ 6.99	6.99
BLN 18G TR SILVER	656156080931 1 @ 6.99	6.99
BL ALUM WIRE 12G	191518568653 1 @ 4.99	4.99
BL CB WOOD TURQ R	195158486261 1 @ 3.99	3.99
ASH GRLND PEONY P	195158842692 39.99	
	3 @ 19.99	59.97 *
BL BDS SHEL HEISH	195158481075 1 @ 4.99	4.99
YOU SAVED $	64.00	
SUBTOTAL	108.89	
Sales Tax 10%	10.89	
TOTAL	119.78	
ACCOUNT NUMBER	**********1597	
MasterCard	119.78	

APPROVAL: 02543Z CHIP ONLINE
Application Label: MASTERCARD
AID: A0000000041010
TVR: 8000008000
TSI: E800

This receipt expires at 60 days on 07/24/23
Previous Michaels Rewards Balance: $2.70

Click. Buy. Create. Shop michaels.com today!
Get Savings & Inspiration! Text* SIGNUP to 273283
To Sign Up for Email & Text Messages.
*Msg & Data Rates May Apply
You will receive 1 autodialed message
with a link to join Michaels alerts.

THANK YOU FOR SHOPPING AT MICHAELS

Effective 11/27/2022 Clearance sales are considered final, sold AS IS and are not returnable for a refund or exchange.

Dear Valued Customer:
Michaels return and coupon policies are available at michaels.com and in store at registers.

Bus,

THANK YOU FOR SHOPPING AT
LUNADA BAY HARDWARE
2216 VIA ANACAPA
PALOS VERDES ESTATES, CA 90274
(310) 377-3588

NOW OVER 72,000 ITEMS AVAILABLE ONLINE
VISIT WWW.LUNADABAYHARDWARE.COM

TERMS AND CONDITIONS APPLY
PLEASE SEE CASHIER FOR DETAILS
05/21/23 1:51PM NVM 553 SALE

KEY	3 EA	3.49 EA *
KEY CUTTING $3.49S/$5.99D/$5.		10.47
57280	2 CD	1.99 CD
ID KEY TAG W/ RING		3.98
SUB-TOTAL:$	14.45 TAX: $	1.37
	TOTAL: $	15.82
CASH TEND:	20.00 CHANGE:	4.18

==>> JRNL#H72133 <<==
CUST NO:*1
Customer Copy

Keys to WCCRH Closet

60 DAY RETURN POLICY - PLEASE BRING
RECEIPT FOR HASSLE FREE RETURNS!

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 7-21-2023

REIMBURSEMENT AMOUNT: $279.68
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: Table replacements for rentals.

DESCRIPTION OF EXPENSES:

2 Rectangle Tables purchased from Amazon for rental program

MAKE CHECK PAYABLE TO:

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

Order Details

Ordered on June 16, 2023 | Order# 112-8844293-1611442

Shipping Address

City of Rolling Hills Attn: Artie
1 PORTUGUESE BEND RD
ROLLING HILLS, CA 90274-5171
United States

Payment Method

VISA **** **51

Order Summary

Item(s) Subtotal:	$255.42
Shipping & Handling:	$0.00
Total before tax:	$255.42
Estimated tax to be collected:	$24.26
Grand Total:	**$279.68**

Transactions

On the way, but it's running late

Track your package for details

Track package



Flash Furniture Kathryn 6-Foot Granite White Plastic Folding Table

Sold by: Restaurant Web Store

$127.71

Condition: New

Buy it again

Get product support >

Contact seller >

Products related to your order

Sponsored






WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

***Submit to*: Kim Rosenfield, Treasurer**
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 7-25-23

REIMBURSEMENT AMOUNT: 14.29
(Please submit all receipts, which must equal the reimbursement amount)

FUNCTION/PURPOSE: FAREWELL GIFT FOR ELAINE JENG, LEAVING RH AS CITY MGR

DESCRIPTION OF EXPENSES:

ORCHID PLANT –
PRESENTED AT FAREWELL PARTY WITH CARD ON BEHALF OF WCCRH

MAKE CHECK PAYABLE TO: M. HILL

Karen H Willis
~~Co~~-PRESIDENT - Karen Willis

Kim Rosenfield
Treasurer – Kim Rosenfield

6-26-23

PLANT	12.99	+
TAX	1.30	+
TOTAL	14.29	*

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 7/26/23

REIMBURSEMENT AMOUNT: $115 —
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: Tea Party Paperless Post invitation

DESCRIPTION OF EXPENSES:

Paperless Post electronic invitation

MAKE CHECK PAYABLE TO: Chanel Walker

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

Gmail Chanel Walker <chanelcwalker@gmail.com>

Thank you for your order!

1 message

Paperless Post <paperlesspost@accounts.paperlesspost.com> Wed, Jul 26, 2023 at 9:53 AM
Reply-To: receipt@paperlesspost.com
To: chanelcwalker@gmail.com

Paperless POST

Thank you for your order, Chanel Walker.

Your coins have been added to your account for online sending.

YOUR ORDER SUMMARY (#15887738) ORDER PLACED ON JULY 26TH, 2023

1000 Coins	$115.00

Payment method
Card type: Visa ending in
2533

Order total

Subtotal	$115.00
Tax	$0.00
Total	**$115.00**

Connect with us.

Download on the App Store

For the best Paperless Post experience, add paperlesspost@accounts.paperlesspost.com to your address book to ensure you receive all account messages in your inbox. Click here to unsubscribe from receiving Paperless Post invitation and card emails. Click here to opt out of receiving marketing emails from Paperless Post. Learn more about our privacy policy.

Paperless POST

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

***Submit to*: Kim Rosenfield, Treasurer**
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: August 10, 2023

REIMBURSEMENT AMOUNT: $39.90
(Please submit all receipts, which must equal the reimbursement amount)

FUNCTION/PURPOSE: Prior years tax form filings State + Federal

DESCRIPTION OF EXPENSES:

Fees for Tax Filings + CA Statement of Information

8-2-23 $20.00 CA Statement of Information

8-2-23 19.90 Form 990N IRS Tax year 2021

$39.90

MAKE CHECK PAYABLE TO: Melissa McNabb

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Melissa McNabb
11 QUAIL RIDGE RD S
ROLLING HILLS, CA 90274

Receipt Date: 08/02/2023
Receipt No.: 4834158

Receipt Detail

Description	Document/Payment No.	Amount
Nonprofit Corp - Statement of Information	BA20231217249	-$20.00
Payment - Web Credit Card	52**********7039 / Auth. No. 61147Z	$20.00

Total Amount Charged: **-$20.00**
Total Payment Received: **$20.00**

Receipt from Tax990

Receipt **#E990-214160327**

To
WOMENS COMMUNITY CLUB OF ROLLING HILLS
11 Quail Ridge Rd S,
Rolling Hills, CA 90274
(310) 489-3136
msmcnabb@2redheads.com

TAX990
Keep Doing Good

Tax990.com
2685 Celanese Road, Suite 100,
Rock Hill, SC 29732
(704)-839-2321
support@tax990.com

Order Details

Order Date: 08/02/2023

Description	Amount
e-Filing of the Form 990-N for Tax Year 2021	$19.90
Total Amount	**$19.90**

*Charges will appear on your credit card as ExpressTaxExempt.com

Payment Details

Name On Card	Last 4 digit of Credit Card	Credit Card Approval Code	Processed Date
Melissa McNabb	3040	160102	08/02/2023 1:25:00 PM [EST]

Thank you for your Business!

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 8-24-2023

REIMBURSEMENT AMOUNT: 169.74
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: Area 2 Neighborhood Meeting

DESCRIPTION OF EXPENSES:

Wine + Orchid host Gift
Snacks
Water
Lemonade
Pasta Salads

MAKE CHECK PAYABLE TO: Lisa Waldo

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

COSTCO WHOLESALE

Torrance #1202
2640 Lomita Blvd
Torrance, CA 90505
3108911020

HO Member 840402276000
**********Bottom of Basket**********
E 782796 ***KSWTR40PK 3.99
E 6900000000 CA REDEMP VA 2.00
**********BOB Count 1 **********
1363778 ORCHID 15.99 A
E 1162148 SPIRELA MINI 15.79
E 28251 ORZO PASTA 12.98
E 41407 TORT PASTA 15.70
E 1702979 WHISPS 9.89
61428 GRGICH CHARD 37.99 A
Date of Birth = xx/xx/xx KEYED
E 1135042 ART/JAL DIP 10.39
128163 DIXIE 6 7/8" 16.99 A
E 736083 KS LEMONADE 5.99
E 9700000000 CA REDEMP VA 0.20
E 11159 SHRIMP CKTL 14.74
SUBTOTAL 162.64
TAX 7.10
**** TOTAL 169.74

XXXXXXXXXXXX4051 CHIP Read
AID: A0000000031010
Seq# 13613 App#: 414211
Visa Resp: APPROVED
Tran ID#: 323600013613....

APPROVED - Purchase
AMOUNT: $169.74
08/24/2023 12:11 1202 13 144 170

Visa 169.74
CHANGE 0.00

A 10.0%TAX 7.10
TOTAL TAX 7.10
TOTAL NUMBER OF ITEMS SOLD = 11
08/24/2023 12:11 1202 13 144 170

211202013014423082411211

OP#: 170 Name: GABBY J
Thank You!
Please Come Again

Whse:1202 Trm:13 Trn:144 OP:170

Total BOB Item Count = 1
Items Sold: 11
HO 08/24/2023 12:11

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

***Submit to*: Kim Rosenfield, Treasurer**
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 9-7-2023

REIMBURSEMENT AMOUNT: $21.39
(Please submit all receipts, which must equal the reimbursement amount)

FUNCTION/PURPOSE: Name badge supplies for 2023 Tea

DESCRIPTION OF EXPENSES:

- software template download (Etsy)
- Blank name badges (staples)

MAKE CHECK PAYABLE TO: Melissa S. McRabb

WCCRH PRESIDENT: Karen A. Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

Tea Name badges

msmcnabb@2redheads.com

From: noreply@mail.etsy.com on behalf of Etsy Transactions <transaction@etsy.com>
Sent: Sunday, September 3, 2023 8:20 AM
To: msmcnabb@2redheads.com
Subject: Download Your Etsy Purchase from ScriptivaPaper (3004671462)

Home & Living Jewelry Accessories Clothing Weddings Craft Su

Woohoo! Your order is confirmed

Your order from ScriptivaPaper is ready to download.

View your files on Etsy

Order details

Confirmation number: 3004671462



Floral Name Tags - Printable Garden Themed Persona Badges Transaction ID: 3704510670

Quantity: 1

Includes: 1 JPG, 1 PDF

No returns or exchanges accepted

Paid with AMEX ending in 3040
Subtotal
Sales tax
Total (1 item) $4.25

WORTH fee

Staples

2748 Pacific Coast Highway
Torrance, CA 90505
310-784-2410

Sale

Store: 90 Register: 2
Date: 9/3/23 Time: 10:52 AM
Transaction: 19645 Cashier: 1876115

REWARDS NUMBER 5387240533

Qty	Item	Price	Amount
	NAME BDG LBL		
1	072782051471	7.79	7.79
	NAME BDG LBL		
1	072782051471	7.79	7.79

Subtotal	15.
CALIFORNIA 10%	1.
Total	17.

AMERICAN EXPRESS USD$17.
Card No. : XXXXXXXXXXXX3040 [C]
Chip Read
. : 846368
Issuer
A0000000025010801
0000008000
0655010360A006
F800
3030

$17.14 total

Staples,
the working and learning store.
scover every tool to take on tomo
including products, services
and inspiration that help you
unlock what is possible.

Shop Smarter. Get Rewarded.
Staples Rewards members get up t
5% back in Rewards.
Exclusions Apply. See an associate
full program details or to enroll

THANK YOU FOR SHOPPING AT
STAPLES!



Customer Copy

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 9-11-23

REIMBURSEMENT AMOUNT: 80.52
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: Tea

DESCRIPTION OF EXPENSES:

Tea 11.42
Nsme 5.99
Flutes 29.99
Pens 5.44
Tea 14.99

MAKE CHECK PAYABLE TO: Karen A Willis

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

1:23

Search Amazon

View order details

Order date	Sep 11, 2023
Order #	112-4809635-4058659
Order total	$80.52 (6 items)

Cancel items >

Tea Expenses

Shipment 1 of 2

Delivery in fewer trips to your address

Not yet shipped

Delivery Estimate

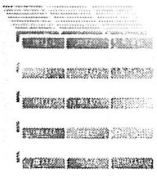
Wednesday, September 13, 2023 by 8pm



Twinings English Breakfast Black Tea, 100 Individually Wrapped Tea... $11.42

Qty: 1

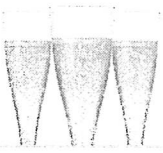
Sold By: Amazon.com Services LLC



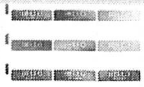
345 Pcs Name Tags Rainbow Sticker, Hello My Name is Stickers 15... $5.99

Qty: 1

Sold By: SZHLBG



100 Plastic Champagne Flutes Disposable | Clear Plastic Glasses $29



My Name is Stickers 15...
Qty: 1
Sold By: SZHLBG



100 Plastic Champagne Flutes Disposable | Clear Plastic Glasses for... $29.99
Qty: 1
Sold By: Prestee



BIC Round Stic Xtra Life Ballpoint Pens, Medium Point (1.0mm), Black,... $5.44
Qty: 1
Sold By: Amazon.com Services LLC



Bigelow Herbal Tea Variety Assortment Pack of 64 Tea Bags Featuring... $14.99
Qty: 1
Sold By: Quality Tea Lovers

Track shipment >

Buy it again >

Shipment 2 of 2

Delivery in fewer trips to your address

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 9-18-23

REIMBURSEMENT AMOUNT: 70.33 + 21.89 = $92.22
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: Tea and ALL Signature Events

DESCRIPTION OF EXPENSES:

Container 22.99
12 Clipboards (4) @ 8.99
Sharpie (Giant) 4.99
Cups 21.89 for water/lemonade

MAKE CHECK PAYABLE TO: Karen A. Willis

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

Staples

2748 Pacific Coast Highway
Torrance, CA 90505
310-784-2410

Sale

Store: 90
Date: 9/18/23
Transaction: 10215

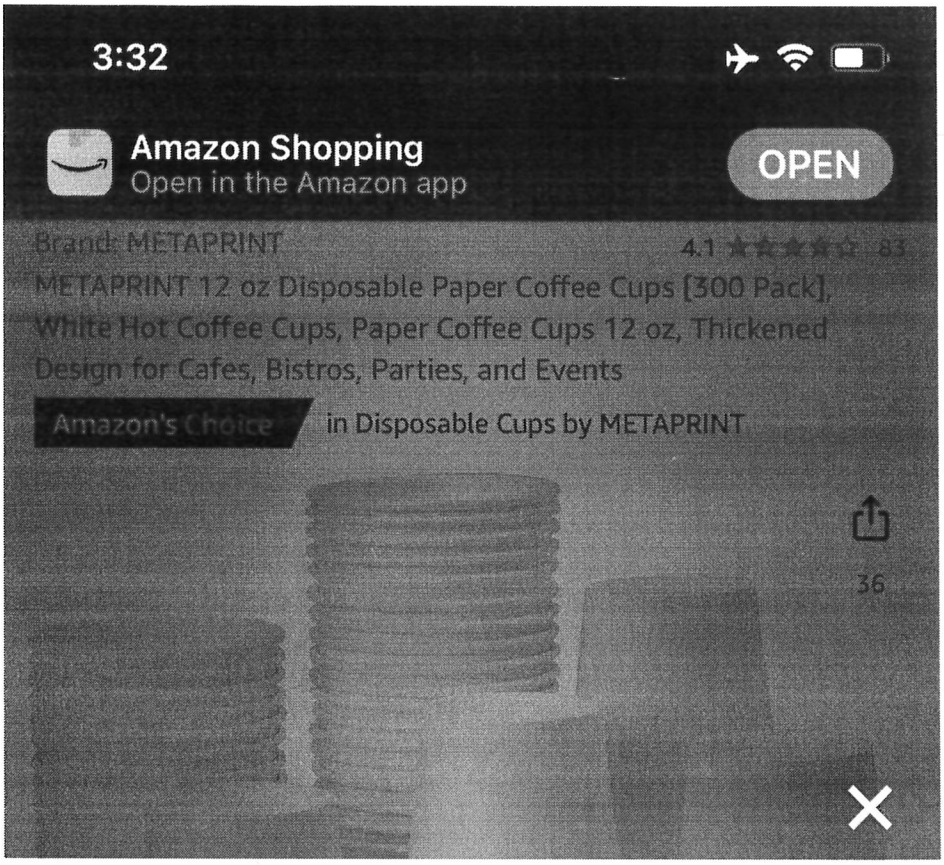
Register: 6
Time: 2:03 PM
Cashier: 1902289

REWARDS NUMBER 2342970213

Qty	Item	Price	Amount
1	STORE/SLIDE FILE T 718103399685	22.99	22.99
1	STPLS 3PK LETTER S 718103395250	8.99	8.99
1	SHARPIE PAINT MED 071641068759	4.99	4.99
1	STPLS 3PK LETTER S 718103395250	8.99	8.99
1	STPLS 3PK LETTER S 718103395250	8.99	8.99
1	STPLS 3PK LETTER S 718103395250	8.99	8.99

Subtotal	63.94
CALIFORNIA 10%	6.39
Total	70.33
	USD$70.33

MASTERCARD
Card No. : XXXXXXXXXXXX1597 [C]
Chip Read
Auth No. : 00199Z
Mode.: Issuer
AID.: A0000000041010
TVR.: 0000008000
IAD.: 01106070032200001E760000000000000F
TSI.: E800
ARC : 3030





Arriving Sep 19, 2023

FREE One-Day Delivery
Ships from Amazon.com
Sold by EHOW

Ship to	Karen Willis, 34 Chuckwagon Road, Rolli...
Pay with	MasterCard *1597
Total	**$21.89** (includes tax)

Place your order

By placing your order, you agree to Amazon's privacy notice and conditions of use.



WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 9/20/23

REIMBURSEMENT AMOUNT: $200.95
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: tea flowers, Ribbon & honey

DESCRIPTION OF EXPENSES:
Supplies for Women's tea

MAKE CHECK PAYABLE TO: Stacy Markulis

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

emet / Stacy

VILIONS

2233 Dir Robert Moeller
) 377-1994 Rx:(310) 541-1915
7 Peninsula Center
o Palos Verdes CA 90274

GROCERY

QTY COLES HONE . 50.94 S
gular Price 53.94
nber Savings 3.00-

(0.00
LANCE 50.94

chase 09/06/23 15:50
********4013
9440130 AUTH: 00880639

OUNT 50.94

N EXPRESS
0025010801
3000

EX 50.94

ANGE 0.00
ER OF ITEMS SOLD = 6
5:51 2233 3 38 4789

AILABLE 2

NED TODAY
s 50

ards Next Reward 60 of 100

ER TODAY WAS CYNTHIA

JR SAVINGS
ngs 3.00
3.00
ngs Value 6%

2330030038230906155 1
for shopping Pavilions!
IONS FOR U questions call
1637 or Pavilions.com/foru

JOANN

21800 HAWTHORNE BLVD STE 100
TORRANCE, CA 90503-7004
310-214-0992

Ticket: 52253 Cashier: 705112
Date: 9/20/23 3:50 PM
Store: 1919
Register: 12

Item	Qty	Price	Amount
OFFR 1 1/2X9 CRLROS W CABBAGE ROSE FLORAL			
14881270	1	9.49	4.74
50% RPI			(4.75)
OFFR 1 1/2X9 CRLROS W CABBAGE ROSE FLORAL			
14881270	1	9.49	9.49
OFFR 1 1/2X9 CRLROS W CABBAGE ROSE FLORAL			
14881270	1	9.49	9.49

Subtotal	23.72
District	0.65
State	1.42
County/Parish	0.30
Total	26.09
Visa	26.09

**********664
Auth #: 020291
Transaction Type: Sale
Auth Time: 3:51 PM
********** PURCHASE **********
APPROVED

Total: $26.09

Card Type: VISA
Card Entry: CHIP
Acct #: **********2564
Approval Code: 020291

********** EMV PURCHASE **********
App Label: VISA CREDIT
Mode: Issuer
AID: A0000000031010
TVR: 8000008000
IAD: 0601120360A000
TSI: 6800
ARC: 00
AC: A0A7C5D720195285
CVM: 5E0000
Change 0.00

You have saved 4.75

Sold Item Count = 3

Did our service measure up? Tell us!
joann.com/storesurvey

0 1 6 6 7 2 2 6

BOULEVARD FLORIST/LAWNDALE
14507 HAWTHORNE BLVD
LAWNDALE, CA 90260
(310) 219-7600

Mode: POS Reg Id: 63 Store #: 002

Payment Type: CASH TAKE WITH
Trans Number: 01667226
Date/Time: 09/21/2023 01:44pm
Salesperson: 0012-ANNA O
Delivery Method: Taken

Qty	Description	Price
1	ROSE IMP BJ 40CM (10	22.00
2	LISIANTHUS 24"+ BU (	17.80
	(2 @ 8.90)	
2	QUEEN ANN LACE BU (1	11.00
	(2 @ 5.50)	
2	ERYNGIUM (THISTLE) B	13.80
	(2 @ 6.90)	
2	GREEN TRICK (DIANTHU	3.50
	(2 @ 1.75)	
2	HYPERICUM IMPORTED B	19.00
	(2 @ 9.50)	
2	CRASPIDIA BU/10 (215	13.50
	(2 @ 6.75)	
1	DAY OLD BUNCH WHOLES	4.90
1	FLOWERS MISC (57)	6.90

Sub Total:	112.40
Tax Amount:	11.52
Total ($US):	123.92

Cash Tendered: 123.92

***** Summary Copy *****

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 9/24/23

REIMBURSEMENT AMOUNT: $ 360
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: help for tea

DESCRIPTION OF EXPENSES:
2 women for 3 hours plus tip.

MAKE CHECK PAYABLE TO: Pam Services

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield

149567

Statement

DATE 24 Sept 2023 | TERMS

TO The Women's Club
Rolling Hills

IN ACCOUNT WITH Pamache Services

12:30 p.m - 3:30 p.m

3 hour minimum $295.00

Merci Beaucoup !

plus
tip - pd 360

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

adams DC5812

WOMENS COMMUNITY CLUB OF ROLLING HILLS

REQUEST FOR REIMBURSEMENT

Submit to: Kim Rosenfield, Treasurer
31 Chuckwagon Rd. Rolling Hills, CA 90274
310-902-3282

DATE: 10-3-23

REIMBURSEMENT AMOUNT: 27.58
(Please submit all receipts, which must equal the reimbursement requested)

FUNCTION/PURPOSE: New member pkg

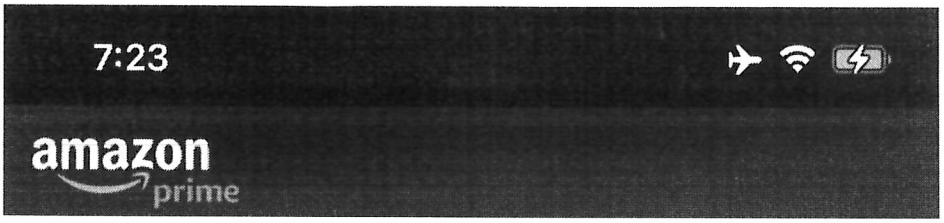
DESCRIPTION OF EXPENSES:

Mugs

MAKE CHECK PAYABLE TO: Karen A Willis

WCCRH PRESIDENT: Karen A Willis
Karen Willis

WCCRH TREASURER: Kim Rosenfield
Kim Rosenfield



By placing your order, you agree to Amazon's privacy notice and conditions of use.

Place your order

Select FREE Amazon Day delivery for fewer boxes

Shipping to: **Karen Willis, 34 Chuckwagon Road...**

Items:	$25.19
Shipping & handling:	$2.99
Free Shipping:	-$2.99
Total before tax:	$25.19
Estimated tax to be collected:	$2.39
Order total:	**$27.58**

Shipping address

Karen Willis
34 Chuckwagon Road, Rolling Hills, CA 90274, U...

Add delivery instructions (optional)

Payment information

Payment method



7:22

Search Amazon

Deliver to Karen - Rolling Hills 90274

Cart Buy Again Whole Foods code

Subtotal $25.19

Proceed to checkout (1 item)

☐ Send as a gift. Include custom message

Same-Day Delivery $25

You are getting FREE Same-Day delivery!



TANGLONG Mason Jar Cups, Mason Jars With Handle And Lid...

600+ bought in past month

$25.19

Exclusive Prime price

prime & FREE Returns

Eligible for FREE Same-Day, Overnight or Tomorrow delivery

In Stock

Style Name: 16 oz Mason jar with Metal Lids

1 + Delete Save for later

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amazon.com

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.H
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **CONSIDERATION OF THE CITY OF REDONDO BEACH MAYOR AND COUNCIL'S OCTOBER 3, 2023 LETTER REQUESTING SUPPORT FOR THE METRO C-LINE EXTENSION ELEVATED HAWTHORNE ALIGNMENT**

DATE: **October 23, 2023**

BACKGROUND:
On Monday, October 9, 2023, the City of Redondo Beach sent a request for support of their position regarding the Metro C-Line Extension's potential Hawthorne elevated alignment option.

DISCUSSION:
The Redondo Beach Mayor and City Council request the following:

1. A letter in support of Redondo Beach and Lawndale's support for the Hawthorne Elevated alternative
2. A vote in favor of the Hawthorne Elevated alternative at the South Bay Cities Council of Government's Transportation Subcommittee, Steering Committee and Executive Board meetings

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file. Provide direction to staff.

ATTACHMENTS:
CL_AGN_231023_CC_RB_Letter_Metro_C-Line_PreferredAlternative.pdf

Bill Brand
Mayor

415 Diamond Street, P.O. BOX 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 697-3653

VIA EMAIL TO CITY CLERK TO RECEIVE AND FILE AND U.S. FIRST CLASS MAIL

October 4, 2023

Mayor & City Council
City of Rolling Hills
2 Portugese Bend
Rolling Hills, CA 90274

Re: Request for City of Rolling Hills Support for Hawthorne Routing of the Metro C-Line Extension to equitably deliver growing economic, job centers

Dear Honorable Mayor, City Council and City Manager of Rolling Hills:

Based on the compelling reasons provided below, we write asking for the City of Rolling Hills's support of the Metro C-Line extension via Alternative 3, the Hawthorne Elevated alignment that would garner 35% more ridership than any other alignment. As you may know, the L.A. County Metro Board is expected to render a decision on its Locally Preferred Alternative for the routing of the extension. We kindly request that the City of Rolling Hills (1) write a letter in support of Redondo Beach and Lawndale's support for the Hawthorne Elevated alternative, and (2) vote in favor of the Hawthorne Elevated alternative as the South Bay Cities Council of Government's Transportation Subcommittee, Steering Committee and Executive Board meetings.

Our Mayor and City Council have unanimously (4-0) expressed our preference for the Hawthorne Elevated Routing of the C-Line Extension to Torrance. Routed that way, the C-Line would stop in front of the South Bay Galleria, at Hawthorne and Artesia Blvds. L Catteron, the real estate arm of Louis Vuitton Moet Hennessey (LVMH) is readying to invest $500 million into a renovation that will bring jobs in retail and restaurants, a hotel and over 300 new apartments (including 20% affordable) at the corner of Artesia and Hawthorne Blvd.

The Metro Board's prior success in Culver City with the E-Line (formerly Exposition Line) stands as a model for economic achievement that could be realized by Cities via

smart Metro planning along Hawthorne Blvd. The E-Line Ivy Station has attracted the strongest employers, including Apple, Amazon and buildings designed by Gensler. Culver City credits its Metro station with attracting housing, a hotel and a grocery store. Those developments would be unattainable for the South Bay along any ROW alignment. Hawthorne Blvd. at Artesia Blvd. has not reached anything close to its full potential for economic and housing development that could be achieved with a C-Line station there.

Likewise, according to NBC News, Metro's new Downtown Inglewood Station has brought a boon to travelers to black-owned businesses. Inglewood merchants were full of glee at their boosted success which they credited to the new train stop. The station brought sports and music fans, in addition to random world travelers from Europe and Asia.

The success of the South Bay Social District and the C-Line Extension to Torrance are mutually dependent on collocating next to one another along Hawthorne Blvd. In addition, routing the C-Line Extension along Hawthorne could open the door to eliminating the freight train running through Lawndale's green belt (aka the Metro ROW), securing more open space and a potential bike path, furthering our shared goal of a greener and more connected region.

For these reasons, as detailed below, we ask for your moral support of your South Bay COG neighbors, the Cities of Redondo Beach and Lawndale by advocating to the Metro Board for the Hawthorne Elevated alignment of the C-Line Extension.

I. <u>The Hawthorne Elevated Option is superior to the ROW Options (At-Grade and Trenched) in all regards except bottom line cost, which should not drive monumental generational investments.</u>

L Catterton, the real-estate arm of LVMH, is in the process of investing nearly half a billion dollars in a mixed retail, 300 inclusionary apartment units, office space, and a 150-room hotel at the intersection that would serve as the new Redondo Beach stop for the Hawthorne Elevated Option. Between the mall and other uses, L Catterton projects about 750 new, permanent jobs to come to the site. Only the Hawthorne Elevated Option would connect members of the MLK Jr. Community Hospital community at the Willowbrook - Rosa Parks Station to all of the economic, family, and medical centers along Hawthorne Blvd. and Artesia Boulevard, another major economic corridor in Redondo Beach.

The Metro Board should seize this monumental, once-in-a-generation, opportunity to garner high dual direction riders by aligning the C-Line extension down the most utile routing.

Just as Metro recently experienced major success, and increases in ridership with its Regional Connector Transit Project, which efficiently gets people to where they want

to be in a LA County on one seat, C-Line Extension Hawthorne Elevated Alternative would achieve the same objective.

The Hawthorne Elevated Option would also deliver residents from Redondo Beach, Lawndale, Torrance, and Hawthorne conveniently to the Crenshaw/LAX Transit Project. If, however, the C Line is extended into our residential neighborhood along the ROW, the C Line would not serve as a central hub to move people efficiently to LAX. We should not allow government to spend hundreds of millions of dollars improving LAX and installing a people mover, on the left hand, only to extend the C Line in a manner that fails to complement the LAX efforts or maximize ridership.

In addition, Metro would achieve its mission of a "holistic, equitable, and welcoming" transit community" by selecting the Hawthorne Elevated Alternative. An occupied transit train is much more comfortable for passengers in the evening or early morning than a deserted one with high vacancy. Ridership is also important for the efficient disposition of tax dollars. The Hawthorne Elevated Option is forecasted to have 35% higher ridership than any ROW options; it's easy to understand why. The ROW delivers Angelinos to a residential neighborhood through a residential neighborhood. The Hawthorne Elevated alternative would show riders that they are moving faster than the logjammed traffic on the adjacent 405, then take them down the Hawthorne Blvd. commercial corridor to the new South Bay Social District.

The "Hybrid" option, which includes trenching under 170th St. and 182nd St., has a cost of $2.23 billion. The cost difference between the Hybrid and the Hawthorne Elevated is too narrow in a generational investment to justify selecting the lesser utile, lower ride Hybrid alternative.

The City of Redondo Beach is united behind Hawthorne Elevated Option since it addresses many of our residents' concerns regarding noise, vibration, resident/child safety, and other factors. The route also provides an expeditious, speedy route to the Torrance Transit Center, which would likely bolster its use at a time of general Metro ridership decline. The Hawthorne Elevated Option along Hawthorne Boulevard would also bring life to the C-Line, revitalize local businesses through higher visibility to a diverse ridership, and encourage continued development of a real destination for riders.

II. <u>The City stands with our neighbors in Lawndale against the inequitable ROW options.</u>

That the Metro ROW runs through neighborhoods rather than down commercial corridor is a relic of an inequitable history. We cannot stand idly by while an inequitable decision to continue to run a train twice a day down one of the few greenspaces in Lawndale is inequitably compounded by running two more trains every ten minutes and eviscerating all of the open green space on Lawndale's portion of the ROW.

We are also very concerned for our mixed-income senior residents at the Breakwater Village. Breakwater Village was built along the Metro ROW in the early 2000's. It boasts 191 units covenanted for seniors. It includes 20 affordable units, including Section 8 housing. The same is true for the mixed-income residents of the Ruxton Place and Ruxton Ridge, that are home to 27 and 28 units, respectively.

In June 2020, Shell's drilling on the Metro ROW created a sinkhole in close proximity to these sites, and even caused a sinkhole on the Ruxton property. For over a year that sinkhole was fenced off; where residents of the affordable units there did not have regular access to their front doors because the conditions. The land subsidence that occurred at Ruxton Place is merely symptomatic of the potential, serious hazards that could arise from heavy machinery and construction on the ROW so close to pre-existing, heavily concentrated and weighty residential developments. To date, Metro has not articulated confidence that the geology on the ROW would support the C Line to be extended with no damaging effect on the heavy residential developments adjacent to the ROW.

The DEIR has concluded that the ROW options will have significant unavoidable noise impacts for the ongoing operations at those alignments. Construction of either ROW Option will have significant unavoidable impacts on residents related to both noise and vibration. The multi-year timeline needed to build the light rail within feet of where many of these neighboring residents sleep nightly exacerbates the impacts of construction, leaving alone operation. The negative impact that this will have on so many lives in our City, including our seniors' and individuals utilizing affordable housing programs, simply cannot be understated.

Fortunately, there is a much better alternative. Residents of Torrance, Redondo and Lawndale could be insulated from unavoidable noise, vibration and land subsidence impacts when the C-Line is routed along the 405 Freeway and in the median of the super wide Hawthorne Blvd., per the Hawthorne Elevated alignment.

Metro staff has calculated that any ROW option would run trains 20 hours a day within 350 feet of 1,652 families, including 191 seniors at Breakwater Village, and 100 seniors at Harmony Court. By contrast, The Hawthorne Elevated route would affect less than half that number, and from a far greater distance. With the concerns to the impacts to the quality of life and safety/security of more than **1000 residential households** along the ROW Options, the City implores that Metro **not to move forward with any of the ROW Options.**

III. There are numerous other concerns raised by our residence.

The following are concerns from Redondo Beach Residents regarding the ROW option.

Destruction to property (from Lawndale to the Southern ROW in Redondo Beach):

a. Residents at Condon Ave., east of ROW, are 25' below the current BNSF tracks with less than 30' of separation distance. They are vulnerable to catastrophic accidents and have already experienced a mud slide/oil spill event. Metro's trains would run at high speeds directly adjacent to those properties and tower over their backyards atop a massive wall.

b. Residents on Ruxton Lane, west of the ROW share close proximity with the BNSF line and will be even closer when the freight line is moved further west. Properties have shown physical damage to both indoor and outdoor walls, indicating existing structural damage due to train travel already exists. The three complexes, Breakwater Village, Ruxton Place, and Ruxton Ridge, represent both young families and elderly, the most vulnerable Redondo Beach residents. Their displacement would be devastating to our community.

c. The Pacific Crest Cemetery backs the ROW on its west side between Grant and 182nd. Trains running every ten minutes would be destructive to the cemetery business. Train stations use loud speakers to announce arrivals and departures, including a well-recognized bell ring. These noises would disrupt burial services and deter those wanting peaceful time with their departed loved ones. A large marble mausoleum sits at the Pacific Crest's east fence, bordering the ROW. Pacific Crest has expressed grave concern of damage from construction and operation vibrations to its mausoleum.

d. Residents south of 182nd will be bombarded with train crossings, station noise, and a daily pounding of a freight train roughly 20' from property lines. Keep in mind that light rail cars would pass about 250+ times per day, 4am to midnight, 365 days a year. But, 182nd serves as a corridor for ambulance service in North Redondo. The DEIR proposed wide trenching as the mitigation to avoid light rail crossings on 182nd, and impediments to emergency vehicles. But the process of constructing the mitigation, itself, as the "Hybrid" ROW Option would result in blockage and other constructive interference on 182nd. This is a large-scale project at an important intersection that would suffer greatly during the multi-year construction process.

e. All Redondo Beach residents further south are subject to an extreme grade separation between the freight line and their property. Single family homes sit 25-30' below the berm and the train already looks ominous. Moving the tracks twelve feet closer to their property with no retaining wall will kill property value and quality of life, which would be devastating to these homeowners.

Construction hardships

a. All ROW residents will have to suffer a long drawn out construction phase as they will need to re-route the train line and many of the high-pressure gas lines, regrade all of the ROW (101 dump trucks a day for the first six months), build 4 new bridges (Artesia Blvd., Grant Ave., and Hawthorne Blvd., and 190th St.), and re-tool the entire electrical infrastructure on the ROW. This phased of construction is expected to last 3-4 years before a light rail track is even graded. The relocation phase will be followed by another 6 years of actual construction of the rail and station structures.

b. There are great risks associated with heavy construction and relocation of high-pressure pipelines in soil historically known for movement and sink holes. Those conditions combined with a train that carries liquid petroleum that needs to stay in service as much as possible make for a dangerous, scary combination that cause our residents and Lawndale's significant anxiety. The recent spate of derailments and even a case of the head-on collision of two BNSF trains makes this option particularly terrifying. There should be no dismissing the potential for a catastrophic incident that will continually cause great stress and anxiety for these residents even after the completion of construction, during normal operations.

c. The 182nd area both North (Pacific Crest Cemetery) and South (El Nido Park) have been known burial sites for the past 200+ years. The area was used by Native Americans and early foreign settlers alike. Grading and trenching could easily uncover historically sensitive human remains which could extend project timelines considerably.

d. Lawndale residents recently uncovered the gravestone of a Jewish World War II veteran buried along the ROW in Lawndale. His corpse cannot be disturbed under Jewish law. It is unclear how many more tombs are buried along the ROW, and it's unclear how many more are buried there. The DEIR did not adequately address this risk or potential adverse impact.

Please join Lawndale and Redondo Beach's enthusiasm and excitement for the Hawthorne Elevated alternative of the C-Line Extension. We would be excited to ride this train to events at SoFi Stadium and other sports and entertainment venues in Inglewood, LAX, and Downtown L.A. The Hawthorne Elevated routing is the most pragmatic option that enables Metro to fulfill its Vision 2028 statement by "transforming LA County through regional collaboration" and "enhance[ing] communities and lives through mobility and access to opportunity".

These comments have been reviewed and approved by the Redondo Beach City Council and Mayor by a 4-0 vote. If you have any questions regarding this letter, please contact Mayor Bill Brand at 310-809-4405 or Bill.Brand@redondo.org.

Thank you for your consideration of our comments.

Sincerely,

William Brand
Mayor

Joined by:

Nils Nehrenheim
Council Member, District 1

Todd Loewenstein
Council Member, District 2

Paige Kaluderovic
Council Member, District 3

Zein Obagi, Jr.
Council Member, District 4

CC: L.A. County Metro Board
Mike Witzansky, City Manager
Luke Smude, Assistant to the City Manager
Ted Semaan, Public Works Director
L.A. County Supervisor Holly J. Mitchell
L.A. County Supervisor Janice Hahn
Inglewood Mayor James Butts
L.A. City Council President Paul Krekorian

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.A
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **VERBAL REPORT FROM THE SOLID WASTE AND RECYCLING COMMITTEE ON THE OCTOBER 3, 2023 MEETING**

DATE: **October 23, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.B
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **RECONSIDERATION OF THE RECENT DECISION TO HOLD A DECEMBER 13, 2023 CITY COUNCIL MEETING (COUNCILMEMBER DIERINGER/MAYOR WILSON)**

DATE: **October 23, 2023**

BACKGROUND:
At the September 25, 2023, City Council Meeting, the Council by unanimous vote, with Councilmember Pieper absent, cancelled the November 27, 2023 meeting and scheduled a City Council meeting for Wednesday, December 13, 2023 to hold the annual Mayoral rotation and conduct any necessary business. The original staff recommendation was for Tuesday, December 12, 2023. The Council also scheduled a tentative meeting for Wednesday, December 27, 2023 if needed.

DISCUSSION:
Councilmember Dieringer called staff on Tuesday, October 17, 2023, to communicate that she had a scheduling conflict with regional holiday events and requested that this item be agendized. Since the meeting was just voted on by the Council, staff recommended that it be brought up to the body during Matters from the City Council to formally request an agenda item for re-consideration at the November 13, 2023 meeting. Staff also recommended that the Mayor be consulted. Mayor Wilson subsequently asked for this item to be agendized on the October 23, 2023 meeting.

It should be noted that as of the agenda publication, Supervisor Hahn has RSVP'd to attend on December 13th as has Mayor Pro Tem Cruikshank of Rancho Palos Verdes, along with representatives from Congressmember Lieu and Assemblymember Muratsuchi's office. Staff is still awaiting confirmation from Senator Allen's office and the other two Peninsula cities.

FISCAL IMPACT:
None

RECOMMENDATION:

Provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.A
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE THIRD QUARTER OF 2023 (JULY 1 THROUGH SEPTEMBER 30)**

DATE: **October 23, 2023**

BACKGROUND:
The Code Enforcement Division provides quarterly updates on fuel abatement cases which consist of active and closed cases. The attachments show active and closed cases consisting of dead vegetation and other code violations for the third quarter of 2023. Also included is a list of cumulative open cases.

DISCUSSION:
During the third quarter of 2023, there were a total of 10 cases closed, including 2 dealing with vegetation or dead trees; 10 cases were opened, including 6 involving vegetation or dead trees. Currently, code enforcement is working on 10 open cases, of which 5 deal with vegetation or dead trees. The City received 4 animal complaints between June 6 and October 5, 2023. The time dedicated to contacting the complainant, dog owner, and LA County Animal Control along with preparing letters and following up is time consuming. There are also ongoing violations that require additional attention, some of which have been referred to the City Attorney's office.

4LEAF, Inc. has been providing code enforcement services for the City since January 31, 2023. The Code Enforcement Division is continuing to use iWorQ to generate quarterly updates and track code enforcement and fire fuel abatement cases. Those reports are attached.

Fire Fuel Abatement on Vacant Properties
LA County Department of Agricultural Commissioner/Weights and Measures routinely inspects vacant properties for fire fuel abatement. The Department was able to inspect vacant properties earlier this year and contacted owners in need of clearance. Most properties were cleared in June with some requiring follow up. Owners are responsible for clearing areas within 200 feet of structures and 10 feet from a roadway. Recently, there has been some

regrowth so reinspection and follow-up will be done in the coming weeks.

There is one particular property at the end of Ranchero Road that was recently sold. The Department has been in contact with the new owner who is in the process of clearing weeds and reducing brush.

FISCAL IMPACT:
Code enforcement services is provided contractually and payment is made from the General Fund.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CE_QRP_2023_Q3_Closed_Cases.pdf
CE_QRP_2023_Q3_Opened_Cases.pdf
CE_QRP_2023_Q3_Cumulative_Open_Cases.pdf

Case Report – CLOSED CASES
Q3 2023

07/01/2023 - 09/30/2023

Case Date	Address of Violation	Description	Main Status	Case Closed
9/26/2023	1 Packsaddle Rd. East	Excessive pool water flowing down street	Closed	9/26/2023
8/25/2023	1 Quail Ridge Rd. South	C&D permit needed	Closed	9/12/2023
7/27/2023	10 Bowie Rd.	Unsightly construction conditions	Closed	9/5/2023
5/30/2023	6 Middleridge Ln. North	Holiday lights on tree and fence	Closed	9/5/2023
6/20/2023	74 Saddleback Rd.	Dead tree	Closed	8/24/2023
12/13/2022	21 Portuguese Bend Rd.	Broken fence	Closed	8/3/2023
6/6/2023	1 Johns Canyon Rd.	Aggressive animal (dog)	Closed	7/20/2023
5/25/2023	23 Middleridge Ln. North	Christmas lights have been placed on a fence	Closed	7/18/2023
5/25/2023	3 Middleridge Ln. North	Lights have been placed on the newly constructed fence	Closed	7/18/2023
7/11/2023	15 Flying Mane Rd.	Overgrown, dry dead vegetation	Closed	7/13/2023

Total Records: 10 **10/18/2023**

Case Report – OPENED CASES
Q3 2023

07/01/2023 - 09/30/2023

Case Date	Address of Violation	Description	Main Status
9/26/2023	1 Packsaddle Rd. East	Excessive pool water flowing down street	Closed
9/26/2023	46 Eastfield Dr.	Dead palm fronds	Closed
9/26/2023	63 Crest Rd. East	Dead palm fronds	Closed
9/21/2023	13 Portuguese Bend Rd.	Dead tree alongside Blackwater Trail	Open
8/25/2023	1 Quail Ridge Rd. South	C&D permit needed	Closed
8/11/2023	8 Hackamore Rd.	Dog barking late at night	Closed
8/3/2023	2 Chuckwagon Rd.	Dead tree along street	Open
7/27/2023	10 Bowie Rd.	Unsightly construction conditions	Closed
7/13/2023	79 Eastfield Dr.	Overgrown vegetation	Open
7/11/2023	15 Flying Mane Rd.	Overgrown, dry dead vegetation	Closed

Total Records: 10 **10/18/2023**

Case Report – ALL OPEN CASES
Q3 2023

Case Date	Address of Violation	Description	Main Status
10/5/2023	5 Outrider Rd.	Dog on the loose	Open
9/21/2023	13 Portuguese Bend Rd.	Dead tree alongside the Blackwater Trail	Open
8/3/2023	2 Chuckwagon Rd.	Dead tree near street	Open
7/13/2023	79 Eastfield Dr.	Overgrown vegetation	Open
6/22/2023	4 Possum Ridge Rd.	Unpermitted work/grading	Open
6/13/2023	20 Portuguese Bend Rd.	Aggressive animal (dog)	Open
9/22/2022	29 Middleridge Ln. South	Extensive grading and import of soil; dead shrubs/trees/vegetation	Open
6/9/2022	4 Spur Ln.	Dead/dry vegetation	Open
7/6/2021	1 Chestnut Ln.	Unpermitted structure (gazebo)	Open
11/1/2019	2950 Palos Verdes Dr. North	Red-tagged residence	Open

Total Records: 10 **10/18/2023**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.B
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **REVIEW AND APPROVE THE 2023 HOLIDAY OPEN HOUSE FINAL GUEST LIST; PROVIDE DIRECTION ON PURCHASE OF AN ARTIFICIAL CHRISTMAS TREE**

DATE: **October 23, 2023**

BACKGROUND:
The 2023 Holiday Open House will be held on Monday, December 11th at City Hall from 4:00pm to 9:00pm. The guest list to the annual holiday open house was updated with feedback from some Councilmembers in previous years and is included with this report for review and approval.

DISCUSSION:
Earlier this year, the council discussed some of the expenses for the party, specific to the Christmas Tree which has historically been purchased from Armstrong Nursery and then sprayed to be fire retardant. An option of considering a reusable artificial tree was brought up. Staff would like direction from the Council on this decision. By example, Costco currently has a 9-foot pre-lit tree for $679.99 that is less than the price of last year's live tree and could be used for years to come.

FISCAL IMPACT:
The cost of the event in the past five years range between $6,100 and $6,600. The adopted FY 2023-2024 budget allocated $10,000 for the event.

RECOMMENDATION:
Approve list as presented; provide direction to staff.

ATTACHMENTS:
CL_AGN_231009_CC_HolidayOpenHouse_ProposedInviteList.pdf

2023 OPEN HOUSE PROPOSED LIST

	Name	Company
1	**Honorable Al Muratsuchi**	Assemblymember, 66th District
	Melissa Ramoso, District Director	66th District
	Erick Ponce-Furlos, Field Representative	66th District
2	**Honorable Ben Allen**	State Senator, 26th District
	Sam Lieu, District Director	26th District
	Olina Wibroe, District Representative	26th District
3	**Honorable Ted Lieu**	United States Congress, 33rd District
	Karen Calderon, Field Representative	
4	**Honorable Janice Hahn, Supervisor**	Fourth District, County of Los Angeles
5	**Mr. Mark Baucum,** Chief of Staff	Fourth District, County of Los Angeles
6	**Ms. Jennifer LaMarque,** Harbor Area Director	Fourth District, County of Los Angeles
7	**Ms. Alysia Hererra,** Staff Assistant	Fourth District, County of Los Angeles
9	**Mr. Jeffrey Kiernan** Regional Public Affairs Manager	League of California Cities
10	**Ms. Jennifer Quan,** Executive Director Regional Public Affairs Manager	League of California Cities
11	**Ms. Kristine Guerrero,** Legislative Director Regional Public Affairs Manager	League of California Cities
12	**Mr. Bob Kautz,** President and Members of the Board of Directors	P.V.P. Land Conservancy
	Cristian Sarabia, Conservation Director	P.V.P. Land Conservancy
13	**Ms. Adrienne Mohan,** Executive Director and **Susan Wilcox,** Development Director	P.V.P. Land Conservancy
14	**Rosa Kwon Easton,** President and Members of the Board	Palos Verdes Library District
20	**Ms. Jennifer Addington,** Director	Palos Verdes Library District

2023 OPEN HOUSE PROPOSED LIST

15	**Ami Gandhi, President** and Members of the Board	PVPUSD Board of Education
19	**Devin Serrano, Ph.D** Superintendent of Schools	PVPUSD Malaga Cove Administrative Center
21	**Mr. Brett Egan,** Principal	Rancho del Mar High School
22	**Mr. Robert C. Ferrante,** General Manager and staff	County Sanitation District of L A County
23	**Mrs. Jacki Bacharach,** Executive Director and staff	South Bay Cities Council of Governments
24	**Sheriff Robert Luna**	L. A. County Sheriff's Headquarters
25	**Captain James Powers** and all LASD Lomita Personnel	L. A. County Sheriff's Department
30	**Dr. Julian Gold** President	California Contract Cities Association
31	**Mr. Marcel Rodarte** Executive Director	California Contract Cities Association
32	**Ms. Eileen Hupp,** President/CEO and staff	Palos Verdes Peninsula Chamber of Commerce
33	**Mr. Anthony Marrone,** Fire Chief	Los Angeles County Fire Department
34	**Mr. Brian Bennett,** Assistant Fire Chief and staff, Division I Office - F. S. 158	Division 1, County of Los Angeles Fire Department
35	**Mr. Trevor Moore,** Assistant Fire Chief, LaCoFire/Forestry Division	
36	**Mr. Brad Weisshaupt,** Deputy Forester Pre Fire Engineer, LaCoFire/Forestry	
37	**Mr. Haddee Hammoud** LaCoFire/Forestry	
38	**Battalion Chief John Butorovich**	Fire Station 56
39	**Barbara Ferraro** Members of the City Council and Councilmembers Elect	City of Rancho Palos Verdes

2023 OPEN HOUSE PROPOSED LIST

40	**Mr. Ara Mihranian,** City Manager and staff	City of Rancho Palos Verdes
41	**Mayor Britt Huff** and Members of the City Council	City of Rolling Hills Estates
42	**Mr. Greg Grammer** City Manager and staff	City of Rolling Hills Estates
43	**Mayor Jim Roos** and Members of the City Council	City of Palos Verdes Estates
44	**Elaine Jeng,** City Manager and staff	City of Palos Verdes Estates
45	**Mr. Mike Dorta,** District Engineer and staff L. A. County Depart. of Public Works	Building and Safety Division
46	**Mr. Patrick Donegan,** City Attorney and staff	BB&K LLP
	Mr. Ryan Stager, Assistant City Attorney	BB&K LLP
49	**Mr. William Pagett,** Sr. Vice President and staff	Willdan Engineering
50	**Ms. Vanessa Munoz,** PE, TE, PTOE, President/CEO, Traffic Engineer	Willdan Engineering
51	**Mr. Aaron Arugay,** Executive Director and staff	L. A. County West Vector Control District
52	**Ms. Marcia Mayeda,** Director and staff	L. A. County Animal Care & Control Administrative Headquarters
53	**Mr. Fernando Barrera** Specialist	Wildlife Specialist & Consultant
54	**Mr. Devin Kincaid,** General Manager and staff	Republic Services Inc.
55	**Mr. Miguel Ruiz,** Operations Manager	Republic Services Inc.
	Addrian Orssten, Operations Supervisor	Republic Services Inc.
56	**Ms. Dawn Harris,** Municipal Services Manager	Republic Services Inc.
	Ms. Angie Gilbride, Regional Community Affairs Specialist	California Water Service Company
	Mr. Robert Thompson, Operations Manager	California Water Service Company
57	**Mr. Agustin Baeza** Operations Manager and staff	California Water Service Company

2023 OPEN HOUSE PROPOSED LIST

58	**Ms. Kristen Raig**	RHCA Manager and staff
59	**RHCA Board members**	
60	**Ms. Susan Sifuentes-Trigueros** District Manager and staff	Southern California Gas Company
61	**Ms. Connie Turner,** Regional Manager and staff	Southern California Edison
	Victor Munoz, Government Relations Manager	Southern California Edison
62	**Mr. Alexander Smith** Executive Director and Staff	California Joint Powers Insurance Authority
63	**Melaina Francis** Regional Risk Manager	California Joint Powers Insurance Authority
64	**Abraham Han** Management Analyst	California Joint Powers Insurance Authority
	Mr. Ray Cruz	Former R.H.City Manager
65	**Mr. Anton Dahlerbruch**	Former R.H. City Manager
66	**Diane Gladwell, MMC**	
67	**Yolanta Schwartz**	Former R.H. Planning Director
68	**Meredith Elguira**	Former R.H. Planning Director

Agenda Item No.: 15.C
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **RECEIVE AND FILE A REPORT ON THE PLANNING COMMISSION AND TRAFFIC COMMISSION TERMS EXPIRING ON JANUARY 1, 2024.**

DATE: **October 23, 2023**

BACKGROUND:
Below is a list of Commissioner whose terms will expire. The list also identifies the date of their original appointment and term expiration.

Planning Commission

Sean Cardenas	June 8, 2015	to	January 1, 2024
Brad Chelf (Chair)	April 26, 2010	to	January 1, 2024

Traffic Commission

Dr. Val Margeta	September 23, 1996	to	January 1, 2024
V'Etta Virtue	April 13, 1983	to	January 1, 2024

DISCUSSION:
The Commissions appointment process for filling the expiring terms calls for the incumbents and public to be informed of the Commission openings prior to the expiration of the Commissioners' terms. As noted in the appointment schedule, staff proposes to send letters to each incumbent advising them of the process to be considered for re-appointment, as well as post the notice at City Hall and advertise the openings in the City Blue Newsletter during the remainder of October and early November, 2023. It also provides almost four weeks of public notification. Once letters of interest for serving on the Commission are received, staff will schedule interviews for the City Council Personnel Committee with the candidates.

Attachment 1 is the schedule for the recruitment and appointment process.
Attachment 2 is a sample of the official notification, per the Maddy Act, to be posted at City Hall on October 23, 2023.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file the proposed schedule for appointments of Planning Commissioners and Traffic Commissioners.

ATTACHMENTS:
CL_AGN_231023_CC_TentativeCommissionerAppointment_Timeline.pdf
CL_AGN_231023_CC_PC-Appt_Posting.pdf
CL_AGN_231023_CC_TC-Appt_Posting.pdf

Attachment 1

Tentative Planning & Traffic Commission Appointment Schedule

Oct. 23, 2023	City Council Reviews Appointment Timeline and directs changes as necessary
Oct. 23, 2023	Local Appointment List Posted at City Hall
Oct. 24, 2023	Letters mailed to incumbents advising of Commission reappointment process
Oct. 25, 2023 (Special) Nov. 1, 2023	Notice of Planning Commission Member recruitment in City Blue Newsletter and City Website
Nov. 21, 2023 at 12pm	Due date for Letters of Interest in serving on the Planning Commission
Week of Nov. 27, 2023	City Council Personnel Committee interviews Commission candidates (Councilmember Pieper and Mayor Dieringer)
Dec. 13, 2023	City Council appoints Commission Members for terms beginning in January 2024
Week of Jan. 2, 2024	Staff conducts orientation for any new Commission members

City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

PLEASE POST

City of Rolling Hills
Local Appointments List
of Positions on City Commissions for Calendar Year 2023

This list is prepared pursuant to Government Code § 54972 to inform residents of the City of Rolling Hills regarding opportunities that exist for appointment to City Planning Commission in calendar year 2024.

A. Appointive Terms.

The following is a list of all positions on the City's Planning Commission for which the terms of office expire on January 1, 2024 and for which the City Council will be appointing or reappointing persons to fill those positions:

PLANNING COMMISSION (4-year term)

Position/Name of Incumbent	Last Appt. Date	Term Exp.
Sean Cardenas	6/8/2015	1/1/2024
Brad Chelf	4/26/2010	1/1/2024

The necessary qualification to be a member of the Planning Commission is to be a resident of the City of Rolling Hills at least 18 years of age (Rolling Hills Municipal Code § 2.20.025).

B. List of Board, Commissions and Committees.

The Planning Commission is one of two permanent Commissions or Committees of the City of Rolling Hills. All members of these bodies are appointed by the City Council and all serve at the pleasure of the City Council. The qualifications for the Planning Commission are listed in part A of the List.

Prepared this 23rd day of October 2023.

By: _____
Christian Horvath
City Clerk

City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

PLEASE POST

City of Rolling Hills
Local Appointments List
of Positions on City Commissions for Calendar Year 2023

This list is prepared pursuant to Government Code § 54972 to inform residents of the City of Rolling Hills regarding opportunities that exist for appointment to City Traffic Commission in calendar year 2024.

A. Appointive Terms.

The following is a list of all positions on the City's Traffic Commission for which the terms of office expire on January 1, 2024 and for which the City Council will be appointing or reappointing persons to fill those positions:

TRAFFIC COMMISSION (4-year term)

Position/Name of Incumbent	Last Appt. Date	Term Exp.
Dr. Val Margeta	9/23/1996	1/1/2024
V'Etta Virtue	4/13/1983	1/1/2024

The necessary qualification to be a member of the Traffic Commission is to be a resident of the City of Rolling Hills at least 18 years of age (Rolling Hills Municipal Code § 2.20.025).

B. List of Board, Commissions and Committees.

The Traffic Commission is one of two permanent Commissions or Committees of the City of Rolling Hills. All members of these bodies are appointed by the City Council and all serve at the pleasure of the City Council. The qualifications for the Traffic Commission are listed in part A of the List.

Prepared this 23rd day of October 2023.

By: _____
Christian Horvath
City Clerk

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 10/23/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: DAVID H. READY

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION PURSUANT TO CALIFORNIA GOVERNMENT CODE, SECTION 54956.9 (D)(4).
ONE POTENTIAL CASE - 79 EASTFIELD DRIVE, APN 7567-005-028

DATE: October 23, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.B
Mtg. Date: 10/23/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION EXPOSURE TO LITIGATION PURSUANT TO GOV. CODE 54956.9(D)(2) POTENTIAL CASES: ONE FACTS AND CIRCUMSTANCES: FACTS AND CIRCUMSTANCES THAT MIGHT RESULT IN LITIGATION AGAINST THE CITY (GOV. CODE 54956.9(E)(1))**

DATE: **October 23, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS: