



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA
REGULAR COUNCIL MEETING

CITY COUNCIL
Monday, January 27, 2020

CITY OF ROLLING HILLS
7:00 PM

1. CALL TO ORDER
2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

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

4. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

- 4.A. APPROVAL OF CITY COUNCIL MEETING MINUTES.
RECOMMENDATION:APPROVE AS PRESENTED.

[10-14-19CCMinutes](#)
[10-28-19CCMinutes](#)
[11-12-19CCMinutes](#)
[11-25-19CCMinutes](#)
[12-23-19CCMinutes](#)

- 4.B. PAYMENT OF BILLS.
RECOMMENDATION:APPROVE AS PRESENTED

[Payment of Bills.pdf](#)

- 4.C. [FINANCIAL STATEMENT FOR THE MONTH OF DECEMBER 2019.](#)
RECOMMENDATION:APPROVE AS PRESENTED

[December 2019 Financial Statement.pdf](#)

- 4.D. [REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR DECEMBER 2019.](#)

RECOMMENDATION:APPROVE AS PRESENTED

[December 2019 Tonnage Report.pdf](#)

- 4.E. [CONSIDER AND APPROVE REPUBLIC SERVICES PROPOSED SPRING AND FALL CLEAN-UP 2020 DATES FOR THE CITY OF ROLLING HILLS.](#)

RECOMMENDATION:

It is recommended that members of the City Council approve the 2020 Annual Spring and Fall Clean-Up dates.

[2020 Clean-up Schedule from Republic Services.doc](#)

5. COMMISSION ITEMS

6. PUBLIC HEARINGS

- 6.A. [CONSIDER AND APPROVE ADOPTION OF 2019 CALIFORNIA STANDARD BUILDING CODE AS ADOPTED AND AMENDED BY LOS ANGELES COUNTY.](#)

RECOMMENDATION:

It is recommended that the City Council take the following actions:

(1) Introduce on first reading Ordinance No. 365:

AN ORDINANCE OF THE CITY OF ROLLING HILLS ADOPTING BY REFERENCE TITLE 26 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA BUILDING CODE, 2019 EDITION), TITLE 27 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2019 EDITION), TITLE 28 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA PLUMBING CODE, 2019 EDITION), TITLE 29 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2019 EDITION), TITLE 30 OF THE LOS ANGELES COUNTY CODE

(INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2019 EDITION), TITLE 31 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION), TITLE 33 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION); MAKING LOCAL AMENDMENTS TO SAID CODES; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

(2) Conduct the public hearing.

(3) Waive full reading and adopt Ordinance No. 366-U:

AN ORDINANCE OF THE CITY OF ROLLING HILLS ADOPTING BY REFERENCE TITLE 26 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA BUILDING CODE, 2019 EDITION), TITLE 27 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2019 EDITION), TITLE 28 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA PLUMBING CODE, 2019 EDITION), TITLE 29 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2019 EDITION), TITLE 30 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2019 EDITION), TITLE 31 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION), TITLE 33 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION); MAKING LOCAL AMENDMENTS TO SAID CODES; DECLARING THE URGENCY THEREOF; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

(4) direct staff to schedule a second reading for the February 10, 2020 City Council meeting.

[Bldg Code Adoption Ord365 NonUrgency.docx](#)

[Bldg Code Adoption Ord366 Urgency.docx](#)

[Item6A_Atch3_Bldg Code Significant Changes.docx](#)

7. OLD BUSINESS

- 7.A. [CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES TO PREPARE ADA IMPROVEMENT PLANS FOR ROLLING HILLS CITY HALL.](#)

RECOMMENDATION:

Staff recommends that the City Council move to award the Professional Services Agreement to Pacific Architecture and Engineering, Inc. for Architectural and Engineering Design Services to prepare ADA Improvement Plans and Space Planning for Rolling Hills City Hall for an amount of \$36,744.16.

[20200113_RHADA_PAC_fee_corr.pdf](#)

- 7.B. [CONSIDER AND APPROVE A CONTRACT CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH PCI FOR THE FY 2019-2020 TRAFFIC SIGNING, STRIPING, AND PAVEMENT MARKING PROJECT FOR AN AMOUNT OF \\$33,205 TO ADD SCOPE OF WORK OUTLINED IN SCHEDULE B.](#)

RECOMMENDATION:Staff recommends that the City Council approve a contract change order to the construction contract with PCI to add work identified in Schedule B of the Request for Bid for an amount of \$33,205 and allocate an additional \$3,320.50 for 10% contingency for a total of \$36,525.50.

[Item7A_Attach01_12-19-19__PCI Bid_2019-12-23.pdf](#)

[Item7A_Attach02_12-19-19__Sterndahl Bid_2019-12-23.pdf](#)

[Item7A_Attach03_Construction Agreement for PCI_2019-12-23.doc](#)

[Template Contract Amendment.doc](#)

- 7.C. [CONSIDER ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO REPLACE THE EXISTING SEPTIC TANK SERVING THE RESTROOM AT THE MAIN GATE](#)

RECOMMENDATION:Staff recommends the City Council receive a presentation from the Rolling Hills Community Association on the proposal to replace the existing septic tank and discuss the overall Tennis Court Improvement project including the planned ADA improvements at the tennis courts.

[DPH_OWTS_ReviewApplicationSubmissionProcess.pdf](#)

[DPHCovenantAgreement.pdf](#)

[MaintenanceAgreementPeninsulaSepticServices.pdf](#)
[PeninsulaSpeticSystemInstallationBid2019-11-22.pdf](#)
[EmailExchangeBetweenStaffSepticTankRHCARequest.pdf](#)

7.D. [SEWER FEASIBILITY STUDY PHASE II FINAL REPORT BY WILL DAN ENGINEERING.](#)

RECOMMENDATION:

Staff recommends that the City Council receive and file the Sewer Feasibility Study Phase Final Report as completed and staff will return to City Council in February after Strategic Planning with recommendations for the next steps in this sewer program.

8. **NEW BUSINESS**

8.A. [PRESENT THE CITY COUNCIL PRIORITIES FOR FISCAL YEAR 2020-2021 AND FISCAL YEAR 2021-2022 DEVELOPED AS PART OF THE STRATEGIC PLANNING WORKSHOP \(ORAL\).](#)

RECOMMENDATION:NONE.

8.B. [CONSIDER AND APPROVE RECOMMENDATION BY THE PERSONNEL COMMITTEE TO ADJUST THE MAXIMUM CITY CONTRIBUTION TO EMPLOYEE HEALTH INSURANCE PREMIUMS FOR CALENDAR YEAR 2020 AND BEYOND. Â](#)

RECOMMENDATION:

It is recommended that the City Council consider increasing the City's maximum monthly contribution amounts for employee health insurance premiums for calendar year 2020.

- **Increase the City's current maximum monthly contribution amounts for employee health insurance premiums (Contribution Cap) for calendar year 2020 by 1%**
- **No increases to the Contribution Cap for calendar years 2021, 2022, 2023**
- **Beginning calendar year 2024, increase Contribution Cap by 2%**
- **After calendar year 2024, increase Contribution Cap every three years**

[Attach_01 ResolutionNo1181_01 Health Ins Cap.pdf](#)
[Attach_02_2015 CalPERS Health Ins Prem Rates.pdf](#)
[Attach_03_2020 CalPERS Health Ins Prem Rates.pdf](#)

[Attach_04_2020 CalPERS Dental + Vision Ins Prem Rates.pdf](#)

- 8.C. [CONSIDER THE ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO RELOCATE THE GATE ARMS AND SIGNS AND ADD 18 INCHES CURB AT THE MAIN GATE.](#)

RECOMMENDATION:City Council consider the proposed relocation of gate arms, stop signs and addition of 18” curb at the Main Gate.

[Item8A_Atch1RHCAGate.pdf](#)

[Item8A_Atch2RHCAGate.pdf](#)

9. **MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS**

10. **MATTERS FROM STAFF**

- 10.A. [CONSIDER AND DISCUSS TOPICS FOR DISCUSSION FOR JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING ON MARCH 09, 2020 AT 7PM.](#)

RECOMMENDATION:NONE.

11. **CLOSED SESSION**

12. **ADJOURNMENT**

Next regular meeting: Monday, February 10, 2020 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

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.: 4.A
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOHANA CORONEL, CITY CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES.

DATE: January 27, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:
APPROVE AS PRESENTED.

ATTACHMENTS:

[10-14-19CCMinutes](#)
[10-28-19CCMinutes](#)
[11-12-19CCMinutes](#)
[11-25-19CCMinutes](#)
[12-23-19CCMinutes](#)

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, OCTOBER 14, 2019**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 7:00p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer, Black and Wilson.
Councilmembers Absent: None
Others Present: Elaine Jeng, P.E., City Manager
Yolanta Schwartz, Planning Director
Meredith Elguira, Planning and Community Services Director
Yohana Coronel, City Clerk
Michael Jenkins, City Attorney
Alfred Visco, 15 Cinchring
Arval Witte,
Carol Witte,
Cris Sarabia, Palos Verdes Peninsula Land Conservancy
James O’Neill, City of Rancho Palos Verdes

Mayor Mirsch introduced Meredith Elguira, the City’s new Planning and Community Services Director. Meredith will be replacing long time Planning Director Yolanta Schwartz.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

There were no public comments.

4. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

- A. MINUTES – REGULAR MEETING OF SEPTEMBER 09, 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED
- C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR AUGUST 2019.
RECOMMENDATION: APPROVE AS PRESENTED

D. FINANCIAL STATEMENT FOR THE MONTH OF AUGUST & SEPTEMBER 2019.

RECOMMENDATION: APPROVE AS PRESENTED

Councilmember Black moved that the City Council approve the items on the consent calendar except for item 4A. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

Mayor Mirsch pointed to page 7 of the meeting minutes, and identified that “Rule 20A” has been added to the minutes. Mayor Mirsch asked for confirmation that Rule 20A was properly added and referenced. Councilmember Wilson moved that the City Council pull the minutes and bring the minutes back to the City Council at the next meeting. Councilmember Dieringer seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

- A. CONSIDER AND APPROVE PROPOSAL FROM THE PALOS VERDES PENINSULA LAND CONSERVANCY TO REMOVE ACACIA SHRUB AND MUSTARD PLANT NEAR THE BORDER OF THE CITY OF ROLLING HILLS AND THE NATURE PRESERVE.

City Manager Jeng referenced this agenda item of several previous City Council meetings where the City Council expressed the desire to reach out to the Palos Verdes Peninsula Land Conservancy to discuss fuel modification. Staff reached out to the Conservancy Executive Director Adrienne

Mohan and conducted several meetings discussing opportunities to extend the Conservancy's current fuel modification work to the border between Rolling Hills and the Conservancy. City Manager Jeng reported that in response, Adrienne provided a proposal. Staff also discussed with Adrienne if there is a possibility for eradication of Mustard plants rather than funding on-going work on an annual basis. City Manager Jeng stated that the Conservancy has experience elsewhere eliminating Mustard plants via the mow-and-kill method for a period of three years. Adrienne included a long term plan to eradicate Mustard Plant in her proposal. After the three-year period, the Conservancy would assess if replanting is appropriate based on the amount of seeding removed through the mow-and-kill process. City Manager Jeng noted that the proposal for consideration is comprised of two things: the first is immediate action to remove fire fuel along the border in the Preserve. The second is the long term work shown on page 7 through 14 of the Conservancy's proposal. City Manager Jeng introduced a staff member from the City of Rancho Palos Verdes and from the Palos Verdes Peninsula Land Conservancy in the audience who are available to answer questions.

Councilmember Black pointed out on page 8 of 14 of the proposal and noted that the proposed location of the work is too far from the City. Councilmember Black expressed desire to do the fuel modification work proposed but preferred the work to be along the east-west direction rather than along the north-south direction.

Mayor Pro Tem Pieper agreed with Councilmember Black that the fuel modification is important.

Mayor Mirsch asked to hear from the representative from the Conservancy. City Manager Jeng introduced Cris Sarabia from the Conservancy.

Councilmember Black re-stated his preference for the locations of work for Mr. Sarabia. Mainly the locations expressed are along the east-west directions along the border of Rolling Hills and the Conservancy.

Mr. Sarabia responded that he would have to revisit the site to determine if the preferred locations can allow a tractor mower to traverse the subject area. Areas with pockets of native plants cannot be worked on with the mower but rather require a field crew to use smaller equipment to maneuver around the native plants.

Mayor Pro Tem Pieper inquired if the Conservancy will perform the work or have a contractor perform the work.

Mr. Sarabia responded that the Conservancy is exploring both options. The reason for the identified locations is to provide flexibility as the selected areas allow large machinery and continuous work.

Discussion ensued between Councilmember Black and Mr. Sarabia with respect to fuel modification work locations depicted in several pages of the Conservancy's proposal. James O'Neill, Public Works Department, City of Rancho Palos Verdes assisted in the discussion with information related to the locations of recent fuel modification work conducted by Rancho Palos Verdes.

Mr. O'Neill provided a possible explanation for Councilmember Black's observation of the patches of fuel modification work near Mr. Alfred Visco's property. Mr. Oneil noted that per the Fire Department's requirement of 200 feet of clearance from structures, there may be a 30-foot distance of the required 200-foot radius closest to the structure referenced while the remaining is within the Nature Preserve.

Councilmember Black expressed that he does not feel that the 150-foot radius per the Fire Department is adequate.

Mr. O'Neill inquired regarding the width of the barrier strip desired.

Mayor Pro Tem Pieper responded the wider the better. If 200 feet is the starting point, start with that and move on to the next 200 feet.

Councilmember Wilson inquired about the eradication of the Mustard Plant and the optimal timeframe for mowing, for budgeting purposes.

Mr. Sarabia responded that the Conservancy has extensive experience with eradicating Mustard Plant. It is a long term process. Outlining the process, Mr. Sarabia noted that before the Mustard Plant flower, the Conservancy will mow the plant before the seeds are dropped. Mowing now when the Mustard Plant is dry will not help the seed bank but will eliminate the fuel load. But next year, the Mustard Plant will be mowed before becoming dry and before the seeds are dropped to reduce the seed bank. Mr. Sarabia noted that depending on the rainy season, the mowing are scheduled for the Spring, Spring into Summer and Summer.

City Manager Jeng confirmed with Mr. Sarabia that there is \$12,000 budget set aside per year. The \$12,000 covers the mowing prior to the rainy season but if there is second mowing needed in that rainy season, the \$12,000 would cover the second mowing.

Councilmember Dieringer inquired if Rancho Palos Verdes would be willing to cost share the work since locations of the proposed work is not quite the desired areas of work. Also, the proposed areas of work are all located in the Conservancy.

Mr. O'Neill responded that Rancho Palos Verdes' areas of responsibility are dictated by the Fire Department's requirement of 200-foot radius from structures. The City of Rancho Palos Verdes already fulfilled their responsibilities this year and will continue on an annual basis. Mr. O'Neill noted that the City Council's desire is to create a fire strip outside of the areas of the 200-foot radius from structures. In response to Councilmember Dieringer's inquiry, Mr. O'Neill clarified that the City of Rancho Palos Verdes will perform fuel modification within 200 feet radius of structures in Rolling Hills within the Nature Preserve with considerations for native habitat, if any is present.

Mayor Mirsch inquired if the native vegetation within the 200-foot radius is dead, would the dead vegetation be removed.

Mr. Sarabia responded that the dead native vegetation would be removed.

In response to Councilmember Dieringer's inquiry, Mr. O'Neill responded that he could not respond on behalf of the City of Rancho Palos Verdes City Council on the monetary contribution for additional fuel modifications beyond the Fire Department's requirements.

Councilmember Black noted that the City should facilitate access to sites from the City of Rolling Hills.

Mayor Mirsch clarified with Councilmember Black that access should be provided to the City of Rancho Palos Verdes not only for the fuel modification work paid for by Rolling Hills but also for the fuel modification work performed with the City of Rancho Palos Verdes on an annual basis.

Councilmember Dieringer inquired how long it would take to have a cost figure to provide a fire strip along the border. She also inquired if there is a guarantee that three years of mow-and-kill would eradicate the Mustard Plant.

Mr. Sarabia responded that it will take about two weeks to have a cost estimate for the fire strip along the border. The Conservancy will not provide a guarantee for the expressed timeframe to eradicate the Mustard Plant. It all depends on the type of seed bank.

Discussion ensued on the action to be taken by the City Council.

Councilmember Dieringer inquired about quality assurance about the scope of work that would be performed. She also inquired about the time needed for the City of Rancho Palos Verdes to respond to the request to cost share the fuel modification work.

Mr. Sarabia responded that photographs and monitoring documentation will be provided. The Conservancy has an interest to eradicate the Mustard Plant. Mr. O'Neill responded that he will discuss the cost share request with his City Manager.

Mayor Mirsch inquired if there is value to conduct a site visit with the Land Conservancy.

Councilmember Black expressed he does not want to slow the process down.

Alfred Visco, 15 Cinchring Road expressed that it is his understanding that the proposed work does not need to go back to the City of Rancho Palos Verdes for approval for the work. He asked for confirmation. Mr. Visco pointed to the pages of the proposal showing his property. He is intimately aware of the fuel modification work adjacent to his property including giving permission to the City of Rancho Palos Verdes to conduct the fuel modification work. Mr. Visco provided his understanding of the Rancho Palos Verdes' fuel modification requirements. Mr. Visco recommended to perform the annual mowing and Acacia removal right now. Anything performed this year would be helpful. The City of Rancho Palos Verdes and the Land Conservancy have completed their fire fuel modification for the year and will not be taking additional action on this front. Mr. Visco also expressed that the City Council should take legal remedies against the City of Rancho Palos Verdes.

Arval Witte expressed that we are close to a breakthrough. Mr. Witte provided information on homes lost in past fires in the City of Rolling Hills. Mr. Witte also noted that he contributed to the Land Conservancy.

Carol Witte noted that she walked down from the fire station, (Rim Trail) and she observed a lot of fire fuel. It would take a spark to affect her home. Please do something about the fire fuel near the fire station.

Mayor Pro Tem Pieper moved to approve the proposal as presented excluding the long term work. The motion did not get a second.

Councilmember Black moved to approve the dollar amount including the on-going three year annual work but modify the locations of work to be closer to and along the border of Rolling Hills. Mayor Pro Tem Pieper seconded the motion.

Discussions ensued on the proposed motion.

Mr. Sarabia clarified that the Conservancy only looked into the scope of work as far as Paint Brush Trail.

City Manager Jeng expressed that the City Council appeared to be agreeable to page 9 of 14 and page 10 of 14. She suggested that the City Council move forward with the scope of work that is agreeable. She spoke with Cris and suggested to readjust the work on page 8 of 14 to swing it closer to the City border. The dollar amount dedicated to page 8 of 14, if it is reallocated may not go far since the work is closer to the border which would need more manual labor and it would be more costly. City Manager Jeng suggested to allow staff to further discuss with the Conservancy regarding modified areas of work as requested by the City Council.

Discussions ensued on the modified areas of work.

Mayor Pro Tem Pieper expressed that any removal of fire fuel will be helpful. He expressed why would the City not remove the big swath of Mustard Plant for \$7,000. Mayor Pro Tem Pieper noted that the City Council should approve as presented and the action might be approving a few thousand dollars beyond what the City wanted but the work will eliminate fire fuel. If the work is piecemealed, Mayor Pro Tem Pieper expressed that the City Council will continue to talk about the matter and it will be weeks before any work commences. Mayor Pro Tem Pieper noted that the only question is when the work will start.

Councilmember Black withdrew his motion.

Mr. Sarabia stated that he can mobilize crews to start the work within the next 10 days.

Mayor Mirsch asked the Conservancy to expedite the mobilization as soon as possible.

Mayor Pro Tem Pieper motioned to approve the item as presented. Mayor Mirsch seconded the motion.

Discussions ensued on re-directing work to the east-west direction as much as possible.

City Clerk Coronel repeated the motion as follows: Mayor Pro Tem Pieper motioned to approve the item as presented. Councilmember Wilson seconded the motion and the motion carried without objection by a voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

B. CONSIDER AND APPROVE JOINT FEASIBILITY STUDY PROPOSED BY THE CITY OF RANCHO PALOS VERDES TO INSTALL SEWER MAIN LINES NEAR THE FLYING TRIANGLE AREA.

City Manager Jeng informed the Council that City of Rancho Palos Verdes reached out to discuss opportunities for a joint sewer project that would address RPV's land movement and Rolling Hills' desire for sewer mains. A subcommittee of the City Council of RPV requested several meetings with two members of the City Council of Rolling Hills. Subsequent to Council's meeting with RPV, RPV provided a proposal from the engineering consultant NV5 to perform a feasibility for sewer main lines in the Flying Triangle area. RPV requested to cost share NV5's fees.

Councilmember Black motioned to approve the item as presented and approved the cost share amount. Mayor Pro Tem Pieper seconded the motion.

Mayor Mirsch asked for public comments.

Mr. Visco expressed that the City should leverage any money given to RPV. Mr. Visco suggested to the City Council to go back to RPV to ask for money for fire fuel modification work.

Councilmember Wilson inquired if there is any anticipated impact with RPV's City Manager retiring and asked for confirmation that the fee is a fixed cost.

City Manager Jeng responded that she spoke with City Manager Doug Wilmore but could not anticipate impacts that may come on the RPV side with a change of staff and change of Council. The current Council is very interested in completing the feasibility study. City Manager Jeng confirmed that NV5's fee is a fixed cost.

Councilmember Dieringer inquired about the duration for the study and any other obligations on the part of the City from contributing to the study.

City Manager Jeng responded that there would be no other obligations other than contributing to the study. Councilmember Wilson noted that the proposal noted the study will be completed four weeks from notice to proceed.

The motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

C. CONSIDERATION AND APPROVAL THE PROJECT SPECIFICATIONS FOR THE FY 2019-2020 SIGNING AND STRIPING PROJECT AND AUTHORIZE STAFF TO ADVERTISE FOR CONSTRUCTION BIDS.

City Manager Jeng informed the City Council that staff has requested the Council to approve advertisement for striping for the four streets paved by the Association earlier in the year. She apologized for not completing the project. With the Association planning to pave Crest Road East in a few days, there is opportunity to combine the project and advertise for construction bid for a bigger project. The project also included striping horse crossings per the traffic engineer's recommendations and addressing safety issues at one intersection in the City.

Mayor Pro Tem Pieper motion to approve the item as presented. The motion was seconded by Councilmember Wilson.

Mayor Mirsch inquired limit lines, horse crossing and duplications.

City Manager Jeng pointed to the Attachment A of the staff report and that inventory was put together by the Association and Caballeros. The traffic engineer used the initial list to conduct his site visits and provided his recommendations. In general if the horse crossing is located in an isolated location, the traffic engineer would recommend striping. In general if the horse crossing is located at an existing stop controlled location, the traffic engineer would not recommend additional striping for the horse crossing because there is already a limit line at the intersection.

Councilmember Dieringer inquired about the removal of thermoplastic from the project.

City Manager Jeng responded that there was an extensive discussion at the Traffic Commission to eliminate the use of thermoplastic everywhere to protect horses as the thermoplastic is slippery for the horses.

Mayor Pro Tem Pieper requested to be consistent along the edge of pavement.

Councilmember Wilson inquired if the Los Angeles County would be asked to provide a cost estimate.

City Manager Jeng responded that staff can request the County for a cost estimate but the staff intends to put the project out for competitive bids.

The motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

- D. CONSIDER CALOES DESIGNATION OF SUBRECIPIENT’S AGENT AND FEDERAL FUNDING ACCOUNTABILITY.
CONSIDER ALLOCATION OF FUNDS FOR THE PREPARATION OF SAFETY ELEMENT TO BE REIMBURSED AT 75%.

Planning Director Schwartz reported that the City was awarded a grant application for the preparation of the Safety Element from CalOES. As part of the acceptance of the grant there are several forms required by CalOES. Planning Director Schwartz requested the City Council to approve the form to designate the subrecipient’s agent, the City Manager. With the designation, going forward, other required forms can be signed by the City Manager. Planning Director Schwartz requested an allocation of half of the project cost to be spent this year.

Councilmember Dieringer motion to approve the item as presented. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

- A. DISCUSS ON-GOING CUSTOMER SERVICE ISSUES WITH COX REPRESENTATIVE.

City Manager Jeng stated that at the last City Council meeting, Dr. Black requested an agenda item to discuss customer service issues with COX. City Manager Jeng invited two members of the COX team to the meeting. City Manager Jeng introduced Kristen Camuglia, the Government and Regulatory Affairs Liaison and Rey Castro, Construction Supervisor for the Peninsula.

Mr. Castro informed the City Council that the company is investing in a five-year plan to improve customer service.

Ms. Camuglia and Mr. Castro provided a presentation of the company with specific statistics for

the four Peninsula cities.

Councilmember Black requested confirmation that there is one group of technicians that address the plant miles to the tap and another group of technicians that address from the tap to the home. Councilmember Black inquired if there is another group that addresses issues within the home?

Mr. Castro responded yes they are the universal home technicians.

Mayor Mirsch inquired the contractors and if the level of service of the contractor should be the same as technicians?

Mr. Castro responded yes the level of service should be consistent.

Councilmember Wilson noted that Rolling Hills is a gated community and trucks entering the City showing COX on the truck is not a problem. However if the service truck does not have COX on the truck, the truck would be turned away at the gate house.

Mr. Castro stated the company provides magnetic logo to contractors and the contractors are required to have the magnetic logos on all trucks. COX inspects contractors' trucks for logos. Mr. Castro will follow up on this matter.

Ms. Camuglia added that the contractors need to have an annual permit with the Association in order to operate in the City.

Mayor Mirsch inquired if COX is converting to fiber in Rolling Hills.

Mr. Castro responded yes COX is conducting conversion to fiber in Rolling Hills.

Councilmember Black inquired if the conversion would replace existing poles.

Mr. Castro responded that COX does not own poles and rents pole for equipment.

Discussions ensued on customer site visit requests, missed visits, and COX's service window.

Mr. Castro informed the City Council that he can pull up specific service calls and address customer service issues.

Councilmember Wilson outlined an incident that required six service requests to successfully troubleshoot the issue. Councilmember Black discussed that COX equipment (panoramic wifi) does not work for one story homes.

Ms. Camuglia informed the City Council data showing intermittent service in the Peninsula is primarily due to squirrel chew and moisture depending on the time of day.

Councilmember Black inquired about the diagnostic process from squirrel chew and deteriorating wires from moisture.

Ms. Camuglia informed the City Council that the COX company is a franchise of the State of California. The California Public Utilities Commission left the customer oversight with the City Council. On COX's bill, the City Hall's number is listed for customer complaints. COX has an escalation program with a dedicated email and phone numbers to take service calls. Ms. Camuglia will email the dedicated email and phone numbers to all City Councilmembers.

Mr. Castro offered to conduct a service study for Rolling Hills.

City Manager Jeng informed the City Council Rey was instrumental in starting the monthly utility meetings aimed at moving forward with undergrounding project. City Manager Jeng suggested that if Rey can have staff stay after the monthly utility meeting to have an outlet for residents to get face to face customer service.

Mr. Castro committed to being available monthly to address existing customer service issues.

Councilmember Dieringer inquired if a secondary call is made, immediately after a technician leaves a site, does the service call go back in the queue?

Ms. Camuglia recognized this has been the issue: the repeat call for service gets placed back into the queue. Ms. Camuglia outlined a program that is changing the computer system to recognize follow up calls should not be designed as tier one (introductory) calls.

Councilmember Black inquired what the City Council can do if COX does not follow up on these customer issues.

Ms. Camuglia noted that the City of Rolling Hills Estates implemented a service standard. It is in the ordinance.

City Manager Jeng said that staff will focus on addressing residents' customer service issues through the monthly meetings and coordinate with the City of Rolling Hills Estates and the other Peninsula cities on a regional effort to establishing service standards.

10. MATTERS FROM STAFF

A. RECEIVE AND FILE THIRD QUARTER 2019 REPORT ON FIRE FUEL ABATEMENT ENFORCEMENT CASES.

Planning Director Schwartz reported that there were data errors in the City Council's packet and the errors were corrected. The corrected data was provided on the dais. Planning Director Schwartz provided statistics on the code cases for the quarter. There were four dead vegetation enforcement cases that required the expertise of the arborist.

Mayor Mirsch inquired about the date the Code Enforcement Officer was employed on a full time basis.

City Manager Jeng responded on October 9, 2019.

Mr. Visco discussed the location of the property at 7 Ranchero Road. Mr. Visco reported that the said property showed little progress in eliminating fire fuel and discussed the adverse impact of the lack of progress to the surrounding properties. Mr. Visco also reported that the City is being too easy on Mr. Mok and he needs to comply with the City's dead vegetation ordinance. Mr. Visco informed the City Council that he will sue someone to motivate progress on the said property.

Councilmember Black inquired about the code enforcement case on 2 Appaloosa.

Planning Director responded that the case should have noted the compliant unfounded.

Mayor Mirsch commented that there are 10 cases over one year old that are being monitored. This is unacceptable. There needs to be more information beyond monitoring. Who does Delia report to?

City Manager Jeng responded that Delia reports to the Planning Director. City Manager Jeng reported that the previous Senior Planner created the initial list and there have been multiple lists created by different staff. With more people working on code enforcement cases, it was discovered that staff's nomenclature are different. One address may have multiple cases. Staff used addresses as the reference. Of the multiple enforcement cases at an address, the address would be designated active even though cases have been closed. The address would be designated closed only if all cases on the address are closed. In the future staff will keep cases as separate line items to capture the true duration of open cases.

The City Council received and file the item.

B. UPDATE ON TENNIS COURT IMPROVEMENTS (ORAL).

City Manager Jeng stated that she does not have new information to report on the cost of the amenities proposed by the Association. Based on the conversation with the Association Manager in the afternoon, the cost estimate requested would depend on if prevailing wage is required. City Manager Jeng also reported that she had a conversation with the City Attorney with respect to prevailing wage. If the Association requests contribution from the City, the project would have to pay prevailing wage. If the projects were kept separate, the City would be required to pay prevailing wage but the Association can proceed in the matter of their choice.

Mayor Pro Pieper inquired if there could be clear delineation of the projects.

City Manager Jeng outlined the components of the overall project and the sequence of the components and reported that the Association Manager informed her that she will be taking the project to the Association Board to confirm if they will be requesting contribution from the City. More discussion is needed depending on the Association Board's vote.

In response to Mayor Mirsch's inquiries, City Attorney Jenkins questioned if there is sufficient

savings from separating the project with having to manage the logistics needed to keep the projects separate and successfully completed.

Discussions ensued on project sequencing.

City Manager Jeng noted that the lease agreement required the Association to get approval from the City Council to move forward with the proposed amenities. City Manager Jeng reminded the City Council that the decision was delayed to get cost estimate information on the proposed amenities.

Mayor Pro Tem Pieper suggested that the Association provide the City a clear delineation of the projects to move forward with constructing the projects separately.

Councilmember Dieringer inquired if it is possible for the City to move forward with the ADA component of the project.

City Manager Jeng responded that yes it is feasible for the City to move forward with the ADA component in advance of the Association's proposed amenities however the new improvement may be cut into in order for the Association to place the septic tank and the plumbing needed for the above ground amenities. City Manager Jeng outlined a sequence of work potentially to separate the projects into three components.

City Manager Jeng noted that in the agenda items discussed earlier in the meeting, except for the signing and striping, have been approved for funding from the budget set aside for the tennis court improvement project. Given the status on the tennis court project it is unlikely that the budget set aside for the project will be expended this fiscal year hence the recommendations to use the funds for other priorities such as the Mustard Plant removal with the Conservancy.

City Manager Jeng noted that she will bring the item back once additional information is provided by the Association.

The City Council received and filed the item.

At 10:14pm, the City Council took a 10 minute recess.

11. CLOSED SESSION

A. ANTICIPATED LITIGATION

The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter will prejudice the position of the City in anticipated litigation:

ANTICIPATION OF LITIGATION: Government Code section 54956.9(d)(2) and (e)(5)

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, there is a significant exposure to litigation against the City.

Number of Potential Cases: One matter of threatened litigation

City Attorney Jenkins reported that there is no reportable action from closed session.

12. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 11:23p.m. The next regular meeting of the City Council is scheduled to be held on Monday, October 28, 2019 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Leah Mirsch
Mayor

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, OCTOBER 28, 2019**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 7:02p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer, Black and Wilson.
Councilmembers Absent: None
Others Present: Elaine Jeng, P.E., City Manager.
Yolanta Schwartz, Planning Director
Meredith Elguira, Planning and Community Services Director
Yohana Coronel, City Clerk
Michael Jenkins, City Attorney
Alfred Visco, 15 Cinchuring
Ed Smith, 85 Eastfield Drive
Debbie Morris, HF&H Consultant

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Alfred Visco, resident of 15 Cinchring reported to the Council his interactions with RPV with regard to his parcel. He stated that Finley Arborist was awarded the contract to remove the large acacia. He stated that the reason why they were given the contract was because they were the only ones that were able to figure out how to get a chipper in the gully. He also informed the Council that he has done some research with regard to the 7 Ranchero property and submitted his findings in a letter submitted to the Council. He stated that he felt that the owners of 7 Ranchero had been given more than enough notice to comply with the dead vegetation ordinance. He also felt that there was still not enough done by the owner and recommended to the Council that the City should move forward with whatever the next steps may be with the property owner.

Mayor Mirsch thanked Mr. Visco for his comments.

Ed Smith, 85 Eastfield Drive, inquired about the City's coyote policy. He also asked what happened to the peacocks.

Mayor Mirsch responded to Mr. Smith and stated that for two seasons the City authorized trappings of peacocks during certain times of the year. They were then relocated and after two seasons of trapping the peacocks did not come back.

Mr. Smith asked why the peacocks were trapped.

Mayor Pro Tem Pieper answered that it was at the request of the residents.

Mr. Smith further inquired if there was a meeting with the residents about who wanted the peacocks trapped and which residents did not.

Mayor Mirsch stated that this topic was an agendized item on a past council agenda. She also stated that the Council took the comments from the audience and tried to make the best decision based on their input.

Mr. Smith stated that he did not recall getting any notification for this item.

Mayor Mirsch stated that notifications were sent out via the back of the blue newsletter.

Councilmember Wilson stated that not all peacocks were trapped.

Mayor Pro Tem Pieper addressed Mr. Smith's question about the City's coyote policy. He stated that the City of Rolling Hills is the most aggressive city when it comes to coyote trapping. He also stated that the City has a budget dedicated to coyote trapping and also stated that residents have the option of contacting private trappers.

Councilmember Black reminded Mr. Smith to submit the coyote trapping consent form.

4. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

- A. MINUTES – REGULAR MEETING OF JULY 22, 2019, REGULAR MEETING OF SEPTEMBER 09, 2019 AND REGULAR MEETING OF SEPTEMBER 23, 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED
- C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR SEPTEMBER 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- D. INVITATION LIST FOR 2019 HOLIDAY PARTY
RECOMMENDATION: APPROVE AS PRESENTED

Councilmember Dieringer requested pulling consent items 4A and 4D.

Mayor Pro Tem Pieper suggested that item 4A be brought back to the Council to allow Councilmember Dieringer time to review the edits to the minutes.

Councilmember Black moved that the City Council approve consent items 4B and 4C as presented. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

Councilmember Dieringer asked if consent item 4D should be discussed now or could it be postponed until the next meeting. She noted that some invitees on the list are no longer serving in the capacity and the list should be updated.

Discussion ensued among the Council about the invitees on the invitation list.

Mayor Pro Tem Pieper suggested to the Council that each member mark their edits and submit them to the City Manager. Mayor Pro Tem Pieper moved that the City Council approve consent item 4D with corrections and suggestions made by Councilmembers. Councilmember Wilson seconded the motion and the motion carried without objection by a voice vote as follows:

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

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

Mayor Mirsch suggested moving item 8C to the front because there was a representative from HF&H present in the audience.

- C. CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS TO ASSIST THE CITY WITH THE AMENDMENT AND EXTENSION OF THE SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY AND REPUBLIC SERVICES.

City Manager Jeng gave an overview of the professional services agreement with HF&H Consultants. HF&H was asked to assist the City with drafting a revised franchise agreement with Republic Services. Republic Services offered to cost share the consultant's service fee of thirty thousand dollars. She informed the Council that if the City executes an amended franchise agreement with Republic Services, then Republic Services will reimburse the City for the other half of the fee and effectively pay the entire consultant service fees.

Councilmember Dieringer inquired if the City had used this vendor to help negotiate the primary terms of the contract. She questioned how the City can be assured that they were given a good deal and good terms.

City Manager Jeng responded that the Solid Waste Committee members took the lead and discussed what would be acceptable terms going forward. She then stated that the City asked HF&H to help develop an opinion on those terms in comparison to the market.

Councilmember Wilson clarified that this is the same consultant that helped the City during the rates negotiation process.

City Manager Jeng clarified that HF&H did not help the City with negotiating the rates but they were hired to serve as an advisor to the City.

Councilmember Black inquired about HF&H's scope of work.

City Manager Jeng replied that the scope of work for HF&H is included in the staff report. City Manager Jeng also pointed out that the contract the City is currently operating under is fifteen years old and that there has been a lot of legislative changes that need to be addressed. She also stated that based on the negotiated terms, updates to other areas of the contract are needed. She also stated that there was a representative from HF&H present in the audience who could cover the scope of work in more detail.

Mayor Mirsch stated that she found that the consultants were very useful when it came to areas of compliance and reporting.

Debbie Morris, HF&H Consultant, explained that the City's Agreement was drafted in 2010. Then an amendment was added in 2014 and since then certain state regulations have come into effect. Some do not affect the City since the City has no commercial businesses. She proceeded to inform the Council that the City will be impacted by Senate Bill (SB) 1383. It was her opinion that the City should have language in the Agreement to safe guard itself from risks being placed on the City. SB 1383 states that every generator of organic waste in the State of California must divert their organic waste (food and yard waste) from landfills. The City will need to make sure that the food and yard waste programs are properly rolled out to its residents. Other examples of requirements under this bill are determining the color of carts, route audits, and lid-tip test to check for contamination. She stated that it is important that the contract is properly written otherwise the City could face a ten-thousand dollar-a-day fine, at minimum. She also pointed out that it is important to have a good plan to roll out the new service rates. Future service rates will be adjusted

based on indices with a specified minimum and maximum percentage. Ms. Morris recommended to the Council that it is imperative that calculations are presented to the City for verification because she has seen clerical errors that compound over the years. Ms. Morris informed the Council that HF&H would create a contract profile highlighting the terms and recommend alternatives and best practices to terms. The next step would be to meet with the City Manager and Solid Waste Subcommittee to go over the Agreement and determine what the City wants in the Agreement. HF&H would then redline the Agreement to be reviewed by the City Attorney, the Solid Waste Committee, and Republic Services. The final Agreement will be presented to the Council for approval.

Councilmember Dieringer asked if Debbie Morris was an attorney or if the consultants drafting the Agreement were attorneys.

Ms. Morris responded no, she is not an attorney but added that she and her office have conducted this type of work for over thirty years. Solid waste agreements are their specialty but HF&H always has attorneys who review the agreements.

Mayor Pro Tem Pieper asked City Attorney Michael Jenkins if he does this sort of work.

City Attorney Jenkins replied no and added that the advantage of having HF&H Consultants is that they do many of these types of agreements. They are subject matter specialists and have a great data base for reference.

Councilmember Wilson agreed that having HF&H Consultants was a big help because they were able to bring recent examples of how other cities dealt with increases and helped to determine who is responsible for SB 1378. He stated he was not fully knowledgeable about the different legislations.

Mayor Pro Tem Pieper proceeded to lay out the Council's options: retain HF&H Consultants, assign it to the City Attorney or choose another consulting firm who will have to go back to the City Attorney for review. He felt comfortable making a motion to approve the professional agreement with HF&H Consultants.

Councilmember Dieringer asked if cost sharing was a common practice and for the hauler to pay for the fee.

Ms. Morris responded that normally when her firm negotiates an agreement or assist with a competitive bid, the fee is built into the agreement. The vast majority of time the haulers pay for the development and the negotiation of the Agreement.

Councilmember Dieringer asked if the haulers have an expectation of having certain provisions for HF&H that they want added to the agreement because they are paying for part and or all the cost.

Ms. Morris responded Dieringer that the Solid Waste Committee had already negotiated the terms of the Agreement. Republic Services cannot come back and state that they no longer want to pick up the City's trash because they are having to pay for the trash. She stated that she has worked with Republic Services many times over the years with different cities.

Mayor Mirsch stated that the Council that Republic Services offered their own in-house staff to help draft the contract and that the Solid Waste Committee felt it was not advisable. Mayor Mirsch expressed that there is an extra layer of protection with HF&H and did not see issues with expectations from Republic Services.

Mayor Pro Tem Pieper reminded the Council that the City Attorney's Office will review the contract very carefully and determine if there are any issues with the contract.

City Manager Jeng wanted to add that when the City did the audit compliance, Republic Services paid half. The City hired and paid for the vendor, then Republic Services deposited funds in the City's account. She stated that Republic Services did not interact with compliance audit vendor. City Manager Jeng assured the Council that the same process will be followed with HF&H.

Mayor Pro Tem Pieper moved that the City Council approve a professional services agreement with HF&H Consultants and authorize the City Manager to execute the agreement. Councilmember Wilson seconded the motion and the motion carried by a voice vote as follows:

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

- A. CONSIDER AND APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT TO COST SHARE TWO SCHOOL RESOURCE OFFICERS FOR FY 2019-2020.

Councilmember Dieringer inquired about how long the MOU will be in effect.

City Manager Jeng pointed out that on page 3 of 35, under section 2, Terms, “this MOU shall remain in effect for one year from the effective date.”

Councilmember Dieringer asked what will happen after the first year is up.

City Manager Jeng replied that the Agreement is for one year.

Councilmember Dieringer expressed concerns about the role of the School Resource Officer (SRO). The information provided to the Council is broader than she would like. Even after asking for several months, the specific information that she requested was not provided. There have been discussions about this subject matter in the Regional Law Committee meetings for months before this issue came to the Council. There has always been a request for more information about the role of this officer and the school District’s expectations of the City. She stated it is a one year Agreement that has to be renewed every year.

City Manager Jeng stated that the MOU attachment found on page 32 of 35 was provided by PVPUSD showing the guidelines of the school resource officer. She noted that attachment 2, between the District and L.A. Universal also has guidelines for the SRO.

Councilmember Dieringer stated that not all the questions were answered but understood that these unanswered questions were not sufficient to hold up the process. She wanted the record to reflect that there were some specifics that were asked of the school District at the Regional Law meeting that were not addressed. She felt that the District kept delaying in answering the questions. Then all of a sudden it was handled among the cities and then a MOU was developed. Now it is being requested to be approved where as she would have preferred to have more information upfront before receiving the MOU.

Councilmember Wilson inquired about how the City will be invoiced, in arrears or in advance.

City Manager Jeng responded that the City will be invoiced in the arrears and on a quarterly basis. She informed the Council that the SRO would work during school hours between 8 a.m. through 4 p.m. however there may be overtime. The District assured the Cities that they would clearly define the hours worked by the SRO.

Councilmember Wilson asked that he be notified when the City gets invoiced for this contract.

Councilmember Black stated that he would like to correct the record about when this discussion started. He stated that this has been in the works for many years. He recalled this discussion going back to 2006 or 2008 and the Council and Schools were presented with the initial officers. The Council then insisted that the police department be present after one of the school shootings. He stated that this item was years in the making. He recalled asking the Sheriff’s Department in 2010 or 2012 to come and present on officers’ duties. He wanted the record to reflect that this item has been in the works six to eight years and that this is a big accomplishment.

Councilmember Dieringer clarified her comments and stated she was specifically referring to the Palos Verdes Regional Law Committee. She was not talking about the first time anyone mentioned this concept but rather, only when it was discussed as an agenda item on the Palos Verdes Regional Law Committee. She noted that Councilmember Wilson is the other member of the committee.

Councilmember Black moved that the City Council approve the attached memorandum of understanding between PVPUSD and the Peninsula cities and fund the School Resource Officer Program. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

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

B. CONSIDER AND APPROVE PROPOSED DATES FOR THE CITY COUNCIL STRATEGIC PLANNING WORKSHOPS IN 2020.

City Manager Jeng noted that during the last budget session it was discussed to hold strategic planning sessions to provide a road map for next fiscal year's expenditures. It was discussed then to have these meetings in March of 2020. City Manager Jeng noted that this is too late in the year for budget planning and proposed to move it up to January 2020. She proceeded to provide dates and recommended to the Council to approve the strategic planning workshop dates.

Discussion ensued among the Council. The City Council directed the City Manager to send out dates between the January 13th and the 27th, 2020 for consideration

9. **MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS**

A. REPORT FROM PERSONNEL COMMITTEE ON ACTIVITIES RELATING TO TRAFFIC AND PLANNING COMMISSIONS RECRUITMENT AND APPOINTMENT PROCESS (ORAL).

City Manager Jeng stated that the City received a total of four applications for the Planning Commission and a total of two applications for the Traffic Commission. The two applications received for the Traffic Commission were incumbents. The Personnel Committee decided not to hold interviews for the incumbents. Out of the four applications received for the Planning Commission, two were incumbents and two were new applicants. One applicant withdrew his application leaving one new applicant. The Personnel Committee decided to hold interviews with all the applicants for the Planning Commission. The interviews were scheduled for Wednesday, October 30th. She noted that one of the incumbents did not participate in the interviews but was considered for appointment.

Mayor Mirsch wanted to share that there was a difference of opinion whether the incumbents should be interviewed. Councilmember Dieringer felt that the interviews presented an opportunity to get feedback from the incumbents about the contributions the incumbents made. Councilmember Dieringer also wanted to make sure that there was a level playing field and fairness to both the incumbents and the new applicants.

Mayor Mirsch noted that she had enough information to consider the incumbents without having to interview them. Mayor Mirsch recalled the conversation with Councilmember Dieringer: Councilmember Dieringer expressed she did not have the luxury of attending Planning Commission meetings due to her schedule and thus she was not as knowledgeable about the incumbents' performances. Responding to Mayor Mirsch's comment that it would be perceived unfavorably by the existing commissioners to be interviewed, Councilmember Dieringer responded that commissioners should understand that the Personnel Committee has the right to ask questions. To address the difference in opinion, Councilmember Dieringer suggested to seek the City Attorney's opinion.

Mayor Mirsch reached out to the City Attorney and stated that she would respect whatever direction the City Attorney provided.

Councilmember Dieringer stated that she felt that the Personnel Committee situation was different than the Traffic Commission because there were new applicants applying for the incumbents' positions. Therefore, to be fair, she felt that all applicants should be interviewed. She stated that

she did not have the same level of comfort or experience with the incumbents as she did not have the same opportunity that Mayor Mirsch had with attending all the Planning Commission meetings and observing them in their process. She stated that her primary concern was to do the right thing and also to make sure that residents would be encouraged to apply in the future. There should be an expectation going into an interview that the Personnel Committee is not biased or in favor of incumbents simply because the incumbents have been doing the job. She stated that this is why legal was consulted because it was a matter of ethics. City Attorney Michael Jenkins recommended that the best practice would be to interview all the candidates regardless whether they are incumbents or they are new applicants.

Mayor Mirsch noted that an incumbent who is willing to continue to serve but chooses not to be interviewed should still be considered.

Councilmember Wilson inquired if there had been a discussion about not considering incumbents that chose not to be interviewed.

Councilmember Dieringer stated there was no discussion about it.

Mayor Pro Tem Pieper recalled that in past practice, incumbents were not asked to be interviewed.

City Clerk, Yohana Coronel noted in researching past practice, she reached out to the previous City Clerk, Heidi Luce. Ms. Luce recalled that incumbents were not interviewed and only new applicants were interviewed.

City Manager Jeng suggested establishing a policy going forward.

10. MATTERS FROM STAFF

NONE.

The City Council went into closed session at 8:08pm.

11. CLOSED SESSION

A. ANTICIPATED LITIGATION

The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter will prejudice the position of the City in anticipated litigation:

ANTICIPATION OF LITIGATION: Government Code section 54956.9(d)(2) and (e)(5)

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, there is a significant exposure to litigation against the City.

Number of Potential Cases: One matter of threatened litigation

B. EMPLOYEE PERFORMANCE EVALUATION GOVERNMENT CODE SECTION 54957 TITLE: CITY MANAGER

The City Council convened into closed session at 8:08 p.m. and the City Clerk left the Council Chambers.

The City Council reconvened back to the regular meeting at 9:10 p.m.

City Attorney Michael Jenkins noted that there was no reportable action from both closed session items.

12. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 9:10p.m. The next regular meeting of the City Council is scheduled to be held on Tuesday,

November 12, 2019 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Leah Mirsch
Mayor

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, NOVEMBER 12, 2019**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 7:00p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

PLEDGE OF ALLEGIANCE

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer, Black and Wilson.
Councilmembers Absent: None
Others Present: Elaine Jeng, P.E., City Manager
Yolanta Schwartz, Planning Director
Meredith Elguira, Planning and Community Services Director
Yohana Coronel, City Clerk
Todd Leishman, Assistant City Attorney
Alfred Visco, 15 Cinchuring Road West
Dr. Richard Krauthamer, 41 Crest Road West
Dr. Richard Henke, 7 Crest Road East
V'Etta Virtue, 4 Maverick Lane

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Dr. Richard Krauthamer, resident of 41 Crest Road West, addressed the Council about an article he read in the Daily Breeze Newspaper in regards to the Housing Element. He asked the Council what the City plans on doing and did the City plan on resisting the strategies of the State, like the City of Huntington Beach was stated to have done.

Mayor Pro Tem Pieper responded by stating that it is unfortunate that this item cannot be discussed by the Council because it is not an agendized item. He then deferred to the City Manager.

City Manager Elaine Jeng responded that the Council is in discussions about what the City can do to comply with mandated State laws but also try to maintain the character of the City. She further stated that there will be future City Council meetings coming up discussing the Housing Element. She requested Mr. Krauthamer to leave his contact information in order for staff to notify him of when the topic is agendized.

Mr. Krauthamer expressed his concerns about his security, his family's security and his real estate values.

Mayor Leah Mirsch stated that she and the Council share some of his concerns. She also stated that the Council is exploring their option but reminded him that the Council is not allowed to discuss the topic because they are regulated by the Brown Act.

Assistant City Attorney Todd Leishman introduced himself and stated that the Brown Act does preclude any discussion because the item is not on the agenda. He stated that Mr. Krauthamer has provided enough information to give the Council the opportunity to agendize the item for later discussion. He further stated that it sounded to him that the item is already slated to be discussed at a future date.

Councilmember Black wanted to clarify that the actual number of units is 48 not 44. He also made a request to the Mayor that the item be agendized for the following City Council meeting.

Mayor Mirsch agreed and stated that the topic should be agendized as soon as possible and added

that she would like to have rumor control in place to assure the residents are being provided with accurate information.

Mr. Krauthamer requested that the Council address what is being done by the City to protect its residents. He stated he has been a resident of Rolling Hills for over 30 years and Rolling Hills does not have homeless people therefore the homeless would be shipped in from somewhere else.

Councilmember Black made a motion to have the Housing Element agenda item moved for the next City Council meeting.

Assistant City Attorney Leishman stated that the Council can simply direct staff to place the item on the agenda.

City Manager Jeng stated the next Council meeting is scheduled for November 25, 2019.

Mayor Mirsch thanked Mr. Krauthamer for his comments.

Alfred Visco, resident of 15 Cinchring, reported on 7 Ranchero Road, Paint Brush Canyon. He stated that the Mr. Mok was allegedly told by the Department of Fish and Wildlife that he cannot do anything on his property, as far as ceasing to maintain the fire hazard nuisance, because it is nesting season. He found it hard to believe that it is nesting season in November and that this applies to all Mr. Mok's 4.2 acres and not just the 50 feet along the blue line stream. He stated that allowing Mr. Mok to interact with the Department of Fish and Wildlife without oversight and follow up from the City is simply allowing the "fox to guard the hen house". He felt that Mr. Mok has no incentive to do any of the work and would continue to come up with an excuse. He stated that everyone needs to focus on the gullies that were declared, by an expert witness, as a fire hazard.

Mayor Mirsch thanked Mr. Visco for his comments.

4. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

- A. MINUTES – REGULAR MEETING OF JULY 22, 2019, REGULAR MEETING OF SEPTEMBER 09, 2019 AND REGULAR MEETING OF SEPTEMBER 23, 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED
- C. CONSIDER AND APPROVE PROPOSED DATES FOR THE CITY COUNCIL STRATEGIC PLANNING WORKSHOPS IN 2020.
RECOMMENDATION: APPROVE AS PRESENTED
- D. RESOLUTION 1245: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS AS PROVIDED BY SECTION 34090 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.
RECOMMENDATION: APPROVE AS PRESENTED
- E. RECEIVE AND FILE ANNUAL REPORT FOR FISCAL YEAR 2018-2019 TO THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD AS MANDATED BY THE LOS ANGELES COUNTY MUNICIPAL STORM WATER PERMIT ORDER NO. R4-2012-0175, AMENDED BY ORDER NO. WQ 2015-0075.
RECOMMENDATION: APPROVE AS PRESENTED

Mayor Mirsch requested to pull item 4C because she felt it needed to be discussed. Councilmember Dieringer requested to pull item 4D.

Mayor Pro Tem Pieper moved that the City Council approve consent items 4A, 4B and 4E as

presented. Councilmember Black seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

Item 4D

Councilmember Dieringer inquired about the item listed for destruction. She asked if the items listed for destruction referred to paper copies and digital copies. She also asked how many of the items listed had a digital copy, and why the City needed to destroy the records.

City Manager Jeng answered that the items listed for destruction are primarily paper copies. Digital copies are not being destroyed. She also stated that majority of the files listed for destruction are paper copies only. She furthered explained what journal entries and financial statements are and what was itemized on both.

Mayor Pro Tem Pieper explained that all the records listed for destruction had met their records retention deadline. He furthered explained that all the records listed are so ancient that they hold no value and that the destruction of records this old is entirely normal.

Item 4C

City Manager Jeng reminded the Council that in the previous meeting, it was proposed to hold a Strategic Planning workshop on January 11, 2020. However there were scheduling conflicts among two of the Councilmembers. City Manager Jeng suggested scheduling the workshop on either Saturday, January 18th, 2020 or Saturday, January 25th, 2020. She did note that the January 18th date is the Saturday before the Monday, Martin Luther King Holiday.

Councilmember Pieper stated that unfortunately Saturday meetings do not work for him so it is unlikely he will be able to attend.

Discussion ensued among the Council and it was decided that it would be unfair to the staff to schedule a meeting before a long weekend. It was then decided that January 25th would be the most suitable date to schedule the workshop.

Mayor Pro Tem Pieper moved that the City Council approve consent items 4D and 4C as presented. Councilmember Black seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

PRESENTATION

Recognition of Planning Director, Yolanta Schwartz

City Manager Jeng recognized Planning Director, Yolanta Schwartz, as she prepares to retire. Planning Director Schwartz was hired on November 29, 2000 and served the City of Rolling Hills for 19 years. She proceeded to give a brief history of Planning Director Schwartz's work history and the many accomplishments and major projects she completed with the City.

Discussion ensued among the Council and every Councilmember shared fond memories of Planning Director Schwartz. Each Councilmember took a turn to talk about all the moments they shared with Planning Director Schwartz. The Council proceeded to thank Mrs. Schwartz for all her dedicated years of service to the City of Rolling Hills and expressed how much she would be missed by the Council and the Rolling Hills community.

Mayor Mirsch opened the item for public comment.

Dr. Richard Henke, 7 Crest Road West, former Planning Commissioner, thanked Planning Director Schwartz for all the years of service to the community and the years they shared while he served as a Commissioner.

V'Etta Virtue, 4 Maverick Lane, current Traffic Commissioner, spoke as a resident and stated that she admired Planning Director Schwartz's poise, control, confidence and calmness when dealing with difficult situations. She stated that the Planning Director would be missed but also wished her the very best in her future endeavors.

Mayor Mirsch shared how she first met Planning Director Schwartz. She proceeded to recount that they met while the Mayor was a resident and came to City Hall with questions about a project. She stated she was extremely happy to have found someone at City Hall who was so helpful and knowledgeable. Fifteen years later when she served on the Planning Commission and then later as a Councilmember, is where she felt she was able to see the Planning Director's dedication, integrity, professionalism and her incredible memory that stored every ordinance, project and the chronology of each item. She recalled how patient the Planning Director was with her as a newly appointed Commissioner and Councilmember. She recalled how supportive Planning Director Schwartz was and how she always kept her well informed of any City business. She thanked her for her many years of service and stated she would always remember her, but especially, as a kind person.

Planning Director Schwartz stated that she was very appreciative of the Council and their kind words. She stated she loved working for the City and hoped she made a difference and a positive contribution. She shared that she has lived on the Peninsula for over 34 years. She thanked the Council for their support and for allowing her the opportunity to serve as Interim City Manager. She also thanked those who spoke for their kind words.

RECESS TO RECEPTION

The City Council went into recess at 7:41pm.

The City Council reconvened back to the regular meeting at 7:54 p.m.

5. COMMISSION ITEMS

- A. RECEIVE AND FILE RESOLUTION NO. 2019-14 FROM THE PLANNING COMMISSION GRANTING APPROVAL FOR A SITE PLAN REVIEW TO CONSTRUCT AN ABOVE GRADE DECK IN ZONING CASE NO. 958 AT 3 ROUNDUP ROAD (LOT 67-A-EF) ROLLING HILLS, CA, (BOGDANOVICH).

Planning Director Schwartz gave an overview of Zoning Case No. 958 at 3 Roundup Road. The applicants propose to construct a 792 square foot pool decking, of which 285 square feet would be up to 5' above the existing descending slope. The portion of the deck that is out of grade requires a Site Plan Review. Also proposed, is 65 square-foot barbeque and serving island and 544 square-foot swimming pool with pool equipment area, which can be approved administratively. No grading is proposed for the project, other than excavation for the swimming pool and posts for the deck. She proceeded to highlight parts of the project via a PowerPoint presentation.

Mayor Pro Tem Pieper moved that the City Council receive and file the proposed resolution. Councilmember Black seconded the motion and the motion carried by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Black, Pieper, Dieringer, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

- A. CONSIDER RECOMMENDATION FROM THE PERSONNEL COMMITTEE FOR APPOINTMENTS TO THE PLANNING COMMISSION AND TRAFFIC COMMISSION.

Planning Director Schwartz gave an overview of the Planning and Traffic Commission appointment process. She informed the Council that four commission seats expire in January 2020, two for the Planning Commission and two for the Traffic Commission. She proceeded to report that on September 2019, upon direction from the City Council, the staff began advertising for letters of interest from residents desiring to serve on the Planning and Traffic Commissions. In response to the notice, incumbent Planning Commissioners Brad Chelf and Sean Cardenas submitted letters expressing interest in continuing to serve on the Planning Commission along with three other letters from residents. She pointed out that one of the letters of interest for the Planning Commission was withdrawn by the resident. For the Traffic Commission, incumbents Val Margeta and V'Etta Virtue submitted letters expressing interest in continuing to serve on the Traffic Commission. No other letters of interest were received for the Traffic Commission. On October 30, 2019, the City Council Personnel Committee conducted interviews with two Planning Commission candidates. No interviews were held for the Traffic Commission vacancies as both applicants were incumbents wishing to fill the two vacancies. Planning Director Schwartz reported that the Personnel Committee recommended that the Council re-appoint the incumbents for the Planning Commission and the Traffic Commission.

Councilmember Black moved that the City Council re-appoint Brad Chelf and Sean Cardenas for a four-year term on the Planning Commission and re-appoint V'Etta Virtue and Val Margeta for a four-year term on the Traffic Commission. Councilmember Wilson seconded the motion and the motion carried by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Black, Pieper, Dieringer, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

- B. CONSIDER MEETING WITH THE PLANNING COMMISSION ON A THREE-YEAR FREQUENCY.

Planning Director Schwartz, reported that in past-practice the City Council would hold meetings with the Planning Commission through the years and it happens to occur every three to four years. The last meeting was held in November 2016, and since then the City Council has expressed interest in holding another meeting with the Planning Commission. Staff is recommending adopting a policy that states the Council will hold meetings with the Planning Commission every three years. Staff also recommends that the Council direct staff to bring back a resolution to memorialize the policy and consider the following dates for the upcoming meeting: Monday, February 24, 2020, Monday, March 9th, 2020 or Monday, March 23, 2020. In the past, the Council has discussed certain topics of concern or interest to both bodies. For example, there was a discussion about the 40% disturbance and whether it was adequate and what happens to the slopes resulted in the City adopting an Ordinance allowing greater disturbance if the applicant can provide lesser slopes. Every joint meeting that occurred between the two bodies has resulted in a change that the Planning Director felt was for the better of the entire community. Planning Director Schwartz hoped to discuss this with the Planning Commission and concurrently have the Council and the Planning Commission choose some topics for discussion. The Council can then prioritize which topics to discuss. She recommends that the City Council adopt a formal policy, set the meetings to occur about every three years and set a date for the joint City Council and Planning Commission meeting.

City Manager Jeng informed the Council that the strategic planning sessions are also scheduled for Monday, February 24th, 2020 and proposed eliminating that potential date.

Mayor Mirsch asked if the potential dates fall on City Council meeting nights.

Planning Director Schwartz responded yes, and stated that in the past the Council would conduct joint meetings with the Planning Commission at 5 p.m. an hour before the regularly scheduled City Council meetings.

Councilmember Black moved that the City Council hold a joint meeting with the Planning Commission on March 9th, 2020 or March 23rd, 2020. Mayor Pro Tem Pieper seconded the motion and the motion carried by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Black, Pieper, Dieringer, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

C. CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC LAND CONSULTANTS, INC. FOR LAND SURVEYING SERVICES FOR AN AMOUNT NOT-TO-EXCEED \$13,250.

Planning & Community Services Director Meredith Elguira gave an overview of the professional services agreement with Pacific Land Consultants Inc. for land surveying services. Staff sought bids from three surveying companies and two responded. PLC was chosen based on providing the same scope of work at a much lower cost. Funding will be covered under the approved Fiscal Year 2020 planning consultant fees. Staff recommends that the City Council approve the professional services agreement to provide land surveying services on a parcel located at 38 Crest Road West for an amount not-to-exceed \$13,250.00.

Mayor Mirsch opened the item for public comment.

Alfred Visco, 15 Cinchring Road, inquired if the City would be surveying the entire Unified School District property or just a portion of it.

Mayor Pro Tem Pieper responded that the entire lot would be surveyed.

Mayor Mirsch closed the item for public comment.

Councilmember Dieringer moved that the City Council approve the professional services agreement with PCL to provide land surveying services. Mayor Pro Tem Pieper seconded the motion and the motion carried by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Black, Pieper, Dieringer, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

D. CONSIDER AND APPROVE THE PURSUIT OF SB2 PLANNING GRANT FUNDS AND AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS TO PREPARE THE GRANT APPLICATION FOR AN AMOUNT NOT-TO-EXCEED \$5,700.

Planning and Community Services Director Elguira gave an overview of Senate Bill (SB2) Building Homes and Jobs Act, which was signed by Governor Brown as part of the 15-bill housing package aimed at addressing California's housing shortage and high housing cost. SB2 establishes a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. The program will provide grants through a non-competitive, over the counter process to eligible cities. One of the requirements is that a city has a Housing Element that is compliant with HCD. Grant funds may be used to update plans including the Housing Element. The applications are due on November 29, 2019. The City currently has an existing contract with CSG

to provide planning services on an as-needed basis for an amount not-to-exceed \$30,000.00. City staff has asked CSG to make inquiries on eligibility requirements and if Rolling Hills would be eligible to apply for the SB2 grant. CSG went to HCD and they received a positive response and were informed Rolling Hills would be eligible.

Planning and Community Services Director Elguira reminded the Council that in the approved budget for Fiscal Year 2019-2020, the City Council approved \$105,000.00 for consulting fees for the Planning Department. Of that \$105,000.00, \$30,000.00 is set aside for on-call support for the Planning Department with CSG Consultants. Of the remaining \$75,000.00, approximately \$13,500.00 will be used for surveying potential sites for the Housing Element. The remaining \$61,500.00 is set aside for the fee associated with revising the Housing Element. Given the City already has an agreement with CSG Consultants and the short timing of the grant submittal, staff recommends that the City Council consider amending the existing agreement with CSG to include an additional \$5,700.00 for the additional task of grant writing services.

Councilmember Dieringer asked what is the most the City can get out of the SB2 Grant if the City were to be awarded the grant.

Planning Director Elguira responded that the City would be awarded \$160,000.00 and the City would be informed within six to eight weeks of submitting the application.

Mayor Pro Tem Pieper moved that the City Council pursue SB2 planning grant funds and approve an amendment to the Professional Services Agreement with CSG Consultants. Councilmember Dieringer seconded the motion and the motion carried by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Black, Dieringer, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

Mayor Pro Tem Pieper inquired if the City is spending enough money to remove the coyotes from the City. He stated he has had several sightings on his property.

City Manager Jeng responded yes and reminded him that he can request for Fernando, the Wildlife Trapper, conduct a walk-through and set traps around his property.

Councilmember Black stated he hiked along the conservancy to see the progression the Land Conservancy had made with clearing out the brush. He stated that he was really impressed with the work done by the Conservancy and spent the entire day admiring it. He also mentioned that it seemed that they had stopped along Rim Trail, as if that was the end, and continued south. He pointed out that there was still an area on the north side of the trail, which was very accessible and flat, which he felt they should have also cleared. He stated that Paint Brush is still a problem and is accessible with the machine the Land Conservancy used and not too steep like they have claimed before. Councilmember Black also stated that he had a difficult time determining which was Rolling Hills property and which was the Land Conservancy property. He added that this presents a problem because property owners of Rolling Hills should be required to clear their dead brush and vegetation.

City Manager Jeng responded it was her understanding that the border drops off in the area Councilmember Black is referring to so the Land Conservancy can only work on their side. She also pointed out that there is a vacant property in that area owned by a couple of residents. There is developed housing beyond the fence and then there are two separate parcels that are owned by two separate owners that are also vacant, making it hard to tell where the borderline lies. It is her understanding that the Land Conservancy has a mobile device with GPS that guides them as to where the borderlines lie.

Councilmember Wilson inquired if the property owners of the vacant lots have been notified by the Fire Department and the City that they need to clear their brush.

City Manager Jeng responded yes.

Mayor Mirsch pointed out that the City now has a full time compliance officer and requested getting the mentioned properties on the non-compliance properties list. She also mentioned that maybe the Council might want to consider agendaing this item for a future meeting.

Councilmember Black stated that it was reported that there was a blue line stream by the area that went down where there was Acacia by Paint Brush. It is his belief that there is no stream there and inquired if Fish and Wildlife has visited the site. He also mentioned that it has been his experience that Fish and Wildlife has always been very responsive and reasonable when dealing with these situations.

Planning Director Elguira responded that she has spoken with Code Enforcement Officer Aranda and she reported that after several attempts to reach Fish and Wildlife, they finally returned her call about Mr. Mok's property. It seems as though Mr. Mok misunderstood what Fish and Wildlife told him, thus going forward Code Enforcement Officer Aranda will be communicating with Mr. Mok about what Fish and Wildlife would require of him. Mr. Mok communicated that he has a landscaper lined up for the next five years to clear his area. He is currently waiting for Fish and Wildlife to determine what vegetation he can remove and which must remain on his property.

Mayor Mirsch announced that the City is actively working on clearing the dead vegetation and reminded everyone that it is an ongoing issue. She also stated that she appreciates everything the staff and the Code Enforcement Officer is doing.

10. MATTERS FROM STAFF

NONE.

11. ADJOURNMENT

THE MEETING WILL BE ADJOURNED IN MEMORY OF DR. MICHAEL ISHAK, A 40 YEAR RESIDENT OF ROLLING HILLS. HE WAS FAMOUS FOR HIS ROSE BUSHES WHICH HE DONATED TO MANY RESIDENTS OF ROLLING HILLS.

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 8:25p.m. The next regular meeting of the City Council is scheduled to be held on Monday, November 25, 2019 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Leah Mirsch
Mayor

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, NOVEMBER 25, 2019**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 7:06p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

PLEDGE OF ALLEGIANCE

**PLEDGE OF ALLEGIANCE WAS LED BY GUEST OF THE MAYOR, 5TH GRADE
ELEMENTARY SCHOOL STUDENT MATEYA JENG.**

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer, Black and Wilson.
Councilmembers Absent: None
Others Present: Elaine Jeng, P.E., City Manager.
Meredith Elguira, Planning and Community Services Director
Yohana Coronel, City Clerk
Michael Jenkins, City Attorney
Carrie & Jim Holland, Ambassadors with OneLegacy.
Vahe Avedissian, 14 Caballeros
Jack Shoemaker, 9 Maverick Lane
Beate Kirmse, 2 Chuckwagon Road
Bern Galvin, 2 Chuckwagon Road
Diana Howard, 85 Eastfield Drive
Dr. Richard Krauthamer, 41 Crest Road West
Roger Hawkins, 37 Crest Road West
Alfred Visco, 15 Cinchuring Road
Mark Stetson, 71 Saddleback Road

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Carrie & Jim Holland, Ambassadors with OneLegacy. Mrs. Holland stated she came to follow up on an email invitation that was sent to the Council inviting them to an exclusive first look of the Donate Life Rose Parade Float. Mrs. Holland described the float in detail and provided a date and time for the early viewing. Mrs. Holland emphasized the importance of advocating and educating the public on organ, eye and tissue donation. Mrs. Holland shared her personal connection to the organization; her husband, Jim, was a liver transplant recipient and her younger brother, Marty, who passed away and donated his kidneys, saving two strangers' lives.

Mayor Mirsch thanked Mrs. Holland for her comments.

Vahe Avedissian, 14 Caballeros, commented on the ordinance regarding view preservation. Mr. Avedissian referenced the City's ordinance that protects a residents views from vegetation, however, he was shocked that the current ordinance does not offer the same protection from homes that are being built under one thousand square feet. Mr. Avedissian stated it provides an unintended loophole, allowing properties of fewer than one thousand square feet an exemption; allowing them not to comply with the current view preservation ordinance. Mr. Avedissian requested the subject matter be agendized for a future Council meeting.

Mayor Mirsch thanked Mr. Avedissian for his comments and responded that the Council cannot take action on an item not on the agenda. Mayor Mirsch informed Mr. Avedissian that Planning & Community Services Director, Meredith Elguira, would reach out and provide him with pertinent information.

4. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

- A. MINUTES – REGULAR MEETING OF OCTOBER 28, 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED
- C. FINANCIAL STATEMENT FOR THE MONTH OF OCTOBER 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- D. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR OCTOBER 2019.
RECOMMENDATION: APPROVE AS PRESENTED

Mayor Mirsch stated that Council had updated minutes.

Councilmember Dieringer pulled consent item 4A and requested it be presented at a future meeting, allowing Council to review and make suggestions on the item.

Mayor Pro Tem Pieper moved that the City Council approve consent items 4B, 4C and 4D as presented. Councilmember Black seconded the motion. The motion passed unanimously by voice vote.

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

5. COMMISSION ITEMS

Minutes
City Council Meeting
11-25-19

NONE.

6. PUBLIC HEARINGS

NONE.

Mayor Mirsch moved item 10B, Matters From Staff, due to the large number of public comment speakers present.

- 10B. RECEIVE AND FILE A PRESENTATION ON RECENT HOUSING LAW CHANGES, COMMENTS FROM THE STATE ON THE CITY'S 5TH CYCLE HOUSING ELEMENT AND THE SCHEDULE OF EVENTS FOR THE 6TH CYCLE HOUSING ELEMENT.**

Planning and Community Services Director, Meredith Elguira, presented on the recent housing law changes in California. Planning Director Elguira defined the Housing Element, which is one of the seven elements of a City's General Plan. Planning Director Elguira described the role of the Housing Element in the City's General Plan and the requirements of certification, made every eight years, by the State of California. Planning Director Elguira highlighted the following: the Housing Element requires cities to provide a fair share of housing for all economic segments of the community; the Department of Housing and Community Development (HCD) identifies housing needs for each region, certifies the Housing Element and reports non-compliant cities to the Attorney General; Southern California Association of Governments (SCAG) is comprised of six counties, including the City of Rolling Hills; and the Regional Housing Needs Assessment (RHNA) quantifies the need for housing within each jurisdiction.

RHNA determines the regional number and establishes the number of housing units that each city and county must provide along with zoning capacity for the required units for the eight year planning period. SCAG and HCD adopt and approve RHNA numbers, then the City and County must update its Housing Element to comply with RHNA. Planning Director Elguira emphasized its importance, as the City has not been in compliance since 1969. HCD ordered the City of Rolling Hills to comply in the current and previous cycles. Per new State legislation, the City must now comply with previous (2006-2013) and current (2013-2021) cycles, meaning the City must provide 18 affordable units. The cycle to follow covers the planning period, October 2021 through October 2029. The State is ordering the City of Rolling Hills to be compliant in the following cycle by identifying physical sites for affordable housing within City limits to accommodate 44 units. This must include very low to moderate income units and lots for development and redevelopment. As the State does not require the City to construct affordable housing, Planning Director Elguira, explained the path the City would take to comply with the current cycle. Planning Director Elguira reminded the Council that the City has to respond to State comments within a certain time frame; additionally the City is ordered to rezone and identify lots within its boundaries, and resubmit a revised Housing Element by October 2020.

Planning Director Elguira presented and highlighted potential sites within the City to Council, utilizing a 2013 map produced by SCAG. There are 43 vacant lots, 34 unimproved lots, 7 Rights-of-Way lots, 7 publicly owned lots, (6 City properties, 1 School owned, and 1 outside the gates), and 4 parcels located outside the gate (2 City Owned, Civic Center and Tennis Courts, 1 School property, and 1 privately owned Daughters of Mary Joseph Retrieve Center “DMJRC”). She proceeded to state that staff is working to protect the City’s character and maintain single-family zoning and low density. She highlighted the pros and cons as well as an overview of the analysis for four potential sites: the Tennis Court, Civic Center, DMJRC and the PVPUSD school. Planning Director Elguira reviewed the City’s timeline and restated the State’s requirement to submit a revised 5th cycle Housing Element by October 2020. The City has to prove their revised Housing Element hit certain milestones in an effort to be compliant with State law.

In response to the housing crisis, the State has passed legislations fining municipalities out of compliance, between \$10,000 to \$600,000 per month, additionally, the court may require the State Controller to intercept any State and local funds until substantial compliance is reached. In an effort to increase the supply of housing, the State passed Assembly Bill 671 and Bill 139 to promote and incentivize creation of Accessory Dwelling Units (ADU) to be used for affordable rental units. City staff is currently exploring possibilities between ADUs and City’s RHNA requirements, which may allow the City to avoid rezoning. City staff is in the process of applying for a SB2 Grant to offset the General Fund and cover the Housing Element expenses.

Councilmember Black clarified that the City was not involved in the decision of the amount of units proposed to be built. He noted he has been on the Council since 2002 and has known that the City has been out of compliance and it was his belief that the Council purposely did not zone for low-income housing.

Councilmember Dieringer stated it was her belief, that at the time, the Council believed to be in compliance with all necessary requirements. She added that it was her understanding that in order to be compliant, the City had given away monies to other cities with the purpose of building affordable housing.

Councilmember Black clarified that the City did not give money to other cities.

City Manager Elaine Jeng further clarified that the money Councilmember Dieringer is referring to, was a block grant from the State, not the City.

Mayor Mirsch thanked the staff and Planning Director Elguira for putting together the informative presentation. She asked for public comments to be limited to under 3 minutes to assure everyone present had time to speak.

Jack Shoemaker, 9 Maverick Lane, inquired if property owners could designate part of their parcel for ADU to satisfy the State’s requirements.

City Attorney Michael Jenkins suggested that answers to public comment questions be answered after the public comment is closed.

Mayor Mirsch thanked and concurred with City Attorney Jenkins' suggestion.

Beate Kirmse, 2 Chuckwagon Road, spoke about building an ADU but was denied by the Planning Department. She was informed a guesthouse was permissible if it was not rented out. She added that she would happily convert part of her property to an ADU and in an effort to help the City count it as part of the required units.

Bern Galvin, 2 Chuckwagon Road, inquired about the formula for the low-income housing units with respect to ADUs.

Diana Howard, 85 Eastfield Drive, inquired about the amount of converted barns into residences. She suggested legitimizing and counting them as part of required units. She asked if the City would have to purchase the PVPUSD land.

Dr. Richard Krauthamer, 41 Crest Road West, asked when the first unit had to be built, rezoning for PVPUSD and zoning restrictions for the developer. Dr. Krauthamer requested the City restrict the developer and not allow the developer to build an access road behind the gate. Dr. Krauthamer mentioned the lack of public transportation, medical health facilities, drug addiction centers, and job opportunities. He suggested the other options mentioned by Planning Director Elguira are more visible, accessible and closer to public transportation. Dr. Krauthamer inquired about the process for determining the low-income people and whether residents have a vote in the process.

Roger Hawkins, 37 Crest Road West, asked for the number of cities currently not compliant in the State of California. Mr. Hawkins also asked whether the Engine Company 56 lot could be considered to satisfy some of the building requirements.

Alfred Visco, 15 Cinchuring Road, asked if Council considered rezoning properties that site outside the City's gates, along PV Drive North.

Mark Stetson, 71 Saddleback Road, asked if the following cycle, 44 units include units required from the previous and current cycle.

Mayor Mirsch thanked the public for their participation and closed the public comment. She stated the Council resides in Rolling Hills and share the same concerns addressed by residents.

City Manager Jeng shared that Governor Gavin Newsom invited noncompliant cities to a meeting in Long Beach in February of 2019. Mayor Pat Wilson, then Mayor, learned 47 out of 500 cities that were noncompliant. City staff inquired about the ADU Ordinance and how it can help the City with its RHNA numbers. State representatives could not provide a concrete answer and further explained that in order for an ADU unit to qualify to meet a RHNA category unit, the City would need to review an ADU rental agreement and income category to determine compliance. City Manager Jeng and Planning Director Elguira researched other cities and their Housing Elements, and learned the State has an ADU policy and permitted some cities to use ADUs to count in their RHNA numbers. Unfortunately, the State's position on ADUs is not concretely known, as there is additional level of requirements to have ADUs count towards cities RHNA numbers.

City Manager Jeng proceeded to answer the question of when the first affordable housing unit must be built. She stated that there is no requirement on the City to build. It is more of a planning exercise and a planning document that would allow a developer to build these units.

Planning Director Elguira answered the following questions:

- 1) Can property owners designate part of their parcel(s) as an ADU to satisfy the State requirements?

Planning Director Elguira stated that there would be new State legislation that will be more lenient towards building ADUs, but currently the City has not received confirmation that it will count for RHNA numbers.

City Attorney Michael Jenkins added that if an ADU is to count towards the RHNA numbers for low to moderate income housing, then the property would more than likely, have to be covenanted to control the rent to satisfy the State's requirements.

- 2) What is the formula for offsetting one ADU to one affordable housing unit?

Planning Director Elguira answered yes, assuming that it satisfies the States regulations and it be moderate to very low income.

- 3) Can residents legitimize converted inhabitable space that is currently unpermitted structures that have been converted to habitable space?

Planning Director Elguira replied in the affirmative, explaining the City has ADU regulations that can be used to legalize unpermitted work. Plans would need to be reviewed by the Planning Department to verify that the structure meets building and zoning code requirements.

- 4) Who owns the school site and does the City need to purchase the land?

Planning Director Elguira answered she was unsure and expected the school district owns the land and the City would not need to purchase the land. The City is only required to provide zoning to comply with State requirements.

- 5) What if the developer decides to overdevelop?

Planning Director Elguira answered the City holds the right to provide a maximum density per site.

- 6) Are the 44 units from the following cycle in addition to the previous and current cycles?

City Manager Jeng answered in the affirmative, the City must add 38 units from the previous cycle and 18 units from the current cycle and add 44 units of the following cycle to meet required RHNA numbers.

City Attorney Jenkins addressed the process for choosing tenants of affordable housing units. He stated that if a developer were to build a multi-family zone there would be many City constraints, for example; the property is expensive, public transportation is very limited and access to needed services is also limited. A developer would need to enter into an affordable housing covenant with the City, that guarantee the units are rented to income eligible tenants. Additionally, a waiting list would be created, in order to check financial backgrounds of tenants. City Attorney Jenkins explained that it was his understanding that the Fire Station land is owned by the County of Los Angeles, making exempt from City zoning, due to its institutional use.

7) If the City rezones outside the City would the units still be within the City?

Planning Director Elguira confirmed that the units would be within City boundaries. She also touched on the question of developers building an access road from Crest Road into the City.

City Attorney Jenkins added that the City would need to investigate further; however, it is his opinion it would not be permissible as the road is owned by the Rolling Hills Community Association.

Mr. Hawkins provided a brief history of the school district property. Mr. Hawkins explained that the Palos Verdes Corporation donated land to the Palos Verdes (PV) College. PV College defaulted on the property by not complying with requirements. PVPUSD condemned the property via a motion and acquired the property through a deed entered by a Los Angeles Superior Court Judge. Mr. Hawkins stated that the question before them now is whether the deed has CC&R's and would it allow PVPUSD to resell the lot. If there is no right-to-revert to the original grantor, PV Corporation, it could create potential problems. He also inquired whether the number of units to be built can create problems for the current sewer system.

Mayor Mirsch once again thanked everyone for their comments and reiterated the Council share the residents' concerns and are working towards the best solution.

The City Council went into recess at 8:15pm.

The City Council reconvened back to the regular meeting at 8:19 p.m.

7. OLD BUSINESS

- A. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS.

Planning Director Elguira gave an overview of the SB2 Planning Grants Program Funds. She referenced the November 12, 2019 City Council meeting where staff was directed to pursue SB2 grant funds with the assistance of the City's on-call Planning Consultant CSG Consultants. If awarded the grant, the City can receive up to \$160,000.00; funds will be disbursed upon the completion of an application and must include a resolution from the City Council authorizing the

submittal and receipt of said funds. The grant would have a net positive fiscal impact and help offset the general fund in preparing the Housing Element. City staff recommends the Council adopt a resolution, authorizing the application and receipt of SB2 Funds.

Mayor Pro Tem Pieper moved that the City Council approve the item as presented. Councilmember Dieringer seconded the motion and the motion passed unanimously by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

8. NEW BUSINESS

- A. CONSIDER AND APPROVE THE REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING SERVICES TO PREPARE ADA IMPROVEMENT PLANS FOR CITY HALL.

City Manager Jeng provided an overview of the Request for Proposal (RFP) for architectural and engineering services to prepare ADA improvement plans for City Hall. City Manager Jeng reminded the Council that California JPI Insurance company paid a consultant to conduct a survey of City Hall, along with other City-owned facilities, to determine if they are ADA compliant. City Manager Jeng referred to the attachment in the RFP, prepared by DAC Consultants, cataloging all recommended improvements for City Hall. City Manager Jeng provided a timeline and estimated date of completion, for the project, as provided by City staff.

Mayor Pro Tem Pieper asked if Council would receive a total cost of the project.

Councilmember Black commented on the high cost of architectural and engineering services.

Councilmember Wilson inquired about page 4 of 90 in the staff report. Councilmember Wilson requested clarification on the percentages in section Task-2. He asked if the project included the RHCA building.

City Manager Jeng responded an RFP is segmented to allow the client, the City, to review as they make progress. She further explained that the percentages refer to the progress in the plans and it allows the City to review them and provide comments. City Manager Jeng explained that the City owns the land, but ownership of the building is not known but does know that the RHCA is responsible for maintaining their own building.

Mayor Pro Tem Pieper asked if the Council could add storm water components in conjunction with ADA compliance improvements.

City Manager Jeng replied affirmatively and reminded Council that there is an accumulation of Measure W, R, and M funds.

Mayor Pro Tem Pieper moved that the City Council approve the RFP as presented. Councilmember Dieringer seconded the motion and the motion passes unanimously by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, and Wilson
NOES: COUNCILMEMBERS: Black.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

B. CONSIDER AND APPROVE SPECIAL CITY COUNCIL MEETING ON MONDAY, DECEMBER 9, 2019 AT 2PM.

Discussion ensued among the Council about the approval of a special City Council Meeting on Monday, December 09, 2019 at 2 p.m. The Council discussed changing the time but decided against it as the time was previously advertised to the public and did not want to cause confusion. The Council took into account the 2019 Holiday Open House being scheduled for December 9th at 4 p.m. and wanted to ensure that staff had enough preparation time. The Council also discussed that an urgency ordinance requires a four-fifths vote to approve, requiring a quorum to be present.

Councilmember Dieringer reminded the Council of potential meeting dates, December 16th or possibly the December 18th, were previously suggested.

City Manager Jeng responded that potential dates were only suggested but the dates were never finalized.

Mayor Pro Tem Pieper moved that the City Council meet on their regularly scheduled meeting date of January 13th 2020. Councilmember Dieringer seconded the motion and the motion passed by a voice vote as follows:

AYES: COUNCILMEMBERS: Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: Mayor Mirsch.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. PERSONNEL COMMITTEE: STATUS REPORT ON REVISIONS TO EMPLOYEE HANDBOOK (ORAL).

City Manager Jeng reported on the status of revisions to the employee handbook, going into effect January 1st, 2020. Unfortunately as no Council meetings are scheduled for that date, staff has more time to review the updates. City Manager Jeng predicts finishing and finalizing the employee handbook in March 2020 and have it go into effect July 1st, 2020.

B. SOLID WASTE COMMITTEE: STATUS REPORT ON NEW SOLID WASTE CONTRACT WITH REPUBLIC SERVICES (ORAL).

City Manager Jeng reported on the Solid Waste Committee's progress on the new solid waste contract with Republic Services. City Manager Jeng stated that the City and the Solid Waste Committee have hosted two meetings with HF&H. City Manager Jeng reported that they are done culminating the terms of the contract and HF&H asked the Committee members for edits and feedback. HF&H will prepare a redline summary of the meetings which will go back to the Committee for review and confirmation. Once the Committee confirms, HF&H will start on the edits. It would then be given back to the Committee for review and be brought back to the Council. During this time, the summary will also be provided to Republic Services for their feedback. City Manager Jeng hopes to have a finalized agreement to present to the Council on the second meeting of February 2020.

Mayor Pro Tem Pieper requested information on the delta differences between where the City was and where it is in terms of the agreement.

Mayor Mirsch praised HF&H Consultants and found them valuable.

Councilmember Wilson stated that an aspect the City did not previously have was performance metrics, meaning if Republic Services does not meet their performance objectives, the City will have the ability to liquidate for damages.

10. MATTERS FROM STAFF

A. UPDATE ON PORTUGUESE BEND ROAD/ROLLING HILLS ROAD SEWER FEASIBILITY STUDY PHASE II (ORAL).

City Manager Jeng updated the Council on the Portuguese Bend Road/Rolling Hills Road Sewer Feasibility Study. City Manager Jeng reminded the Council that they reconsidered and budgeted for the Feasibility Study Phase II and it has since made progress. She happily reported the City received a will-serve letter from the District on November 05, 2019 for discharges from City Hall campus and the tennis courts. City Manager Jeng provided a history of the project, task list, and timeline that thus far met had been met. She pointed out that a segment of pipes that needs to be upgraded (based on the Districts design standard) to accept flows from Rolling Hills. The next steps are to coordinate with the City of Torrance, Los Angeles County Sanitation District and the City of Rolling Hills Estates. These entities are included because going down Rolling Hills Road, we enter Rolling Hills Estates and further down by Crenshaw we enter the City of Torrance. Then away from Torrance, we go into the truck lane, which is owned by LA County Sanitation District. The City would then, receive comments from RHE on the Sewer Area Study. The City of Torrance is to provide comments by the second week of December 02, 2019. The City is in the process of submitting a will-serve letter application to the Los Angeles County Sanitation District for discharge from 235 homes along the south of PBR/PVDN. City Manager Jeng expects to submit the final Sewer Area Study (with will-serve letters) to the District for approval and have a final report for the City Council in January 2020.

Mayor Pro Tem Pieper asked if the will-serve letter is received, can District return and restrict the number of homes that can be added.

City Manager Jeng responded that it is her understanding that a will-serve letter is a commitment from the District to service, with the caveat that present and future problems that may arise are resolved.

Councilmember Dieringer asked how far west the sewer line goes.

City Manager Jeng responded that she did not have it mapped out on the present map before them but could show Councilmember Dieringer on a different map after the meeting.

Councilmember Black moved that the City Council receive and file the report as presented. Mayor Pro Tem Pieper seconded the motion and the motion passed unanimously by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

Mayor Mirsch asked if the Council had any other comments to share.

Councilmember Wilson announced that out of all the Peninsula Cities, City Manager Jeng is now the most senior City Manager on the Peninsula.

The City Council wished everyone a Happy Thanksgiving.

11. ADJOURNMENT

THE MEETING WILL BE ADJOURNED IN MEMORY OF JIM PIEPER, FATHER OF MAYOR PRO TEM OF THE CITY OF ROLLING HILLS JEFF PIEPER WHO PASSED AWAY IN THE MONTH OF NOVEMBER 2019.

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 8:55p.m. The next regular meeting of the City Council is scheduled to be held on Monday, January 13, 2020 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Leah Mirsch
Mayor

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, DECEMBER 23, 2019**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 7:00p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer, and Wilson.
Councilmembers Absent: Black
Others Present: Elaine Jeng, P.E., City Manager.
Meredith Elguira, Planning & Community Services Director
Yohana Coronel, City Clerk
Michael Jenkins, City Attorney

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

There were no public comments.

4. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

NONE.

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

A. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION

CONTRACT TO PCI FOR THE FY 2019-2020 TRAFFIC SIGNING, STRIPING,
AND PAVEMENT MARKING PROJECT FOR AN AMOUNT OF \$40,479.50
FOR WORK INCLUDED IN SCHEDULE A.

City Manager Elaine Jeng gave an overview of the striping and pavement marking project. She stated that staff came before the Council in October for authorization to release a construction bid for the project. She pointed out that in the bid, the project is separated into two sections. The first section is labeled Schedule A, which includes the signing and striping of streets that were paved back in March 2019. Schedule A includes Williamsburg Lane, Lower Blackwater Canyon Road, Middleridge Lane North, Middleridge Lane South and Crest Road. The second section is labeled Schedule B which consists of the equestrian crossings, an intersection at Williamsberg Lane and Lower Blackwater Canyon. Those intersection were included on the recommendation from the City's Traffic Engineer, Vanessa Munoz. It is proposed to be switched from a two-way stop to a four-way stop for safety reasons. It was the intention of staff to focus on Schedule A as a priority and place Schedule B as an alternate, unfortunately, that was not captured in the bid. City Manager Jeng explained to the Council that the choices before them were the following: the Council could choose to award the contract to the lowest apparent bidder, in this case PCI or they could reject all bids and check with Los Angeles County Public Works Department to do the striping. She proceeded to review the process and timeline of the bid and referred to the information given to the Council in their staff reports.

City Manager Jeng reported that two bids were submitted (PCI and SternDALH). She highlighted the pricing component and stated that if the Council were to look at each schedule individually or combine Schedule A and B, PCI would still be the lowest apparent bidder. She further explained that staff looked into the unit prices because all jobs vary in size which can lead to the cost being very different. The way to equalize it is by looking at the unit prices. Staff compared PCI's unit prices with the engineer's estimate. It showed on the average, PCI's bid is approximately 2.7 times more than the Engineer's Estimate. Bids are reflective of current market conditions. Comparison of the bids received show the highest bid for Schedule A is approximately 75% more than the lowest bid. The highest bid for Schedule A and B is approximately 91% more than the lowest bid.

City Manager Jeng stated that staff recommends the Council to award the contract to PCI as the lowest responsive bidder. She pointed out that because of the way the bid was comprised, the Council must award the entire bid, with both Schedule A and B. City Manager Jeng contacted the contractor along with the legal department, to see if it was possible to eliminate Schedule B under this award, both responded yes. She reported that the quickest PCI can begin the project, with 10 days for contract execution, is 2.5 weeks to have technicians on site. Bringing the start date to approximately the end of January.

Councilmember Wilson asked why the prices came in higher than the Engineers estimate. Why was the variance between the two bids so high?

City Manager Jeng answered, that she believed the Engineer's estimate came in low and did not

know why the variance is so high. Her guess was SternDALH has never bid on a job or worked in the City of Rolling Hills which may account for the variance. SternDALH may not be familiar with the streets and how business is conducted. She also reported not having enough time to collect data for unit prices from other facilities due to holiday season.

Councilmember Wilson asked who has recently done striping in the City.

City Manager Jeng answered J&N Striping.

Mayor Pro Tem Pieper asked if they had compared previous cost with what was received and if there was an expected number.

City Manager Jeng responded that the County data they had did not break down the linear footage. What staff did, based on past practices, was to inform the County that the City would like to have five streets striped. This would then lead to each street having a cost estimate but would be listed as one single price by the County. She stated that it is hard to compare previous cost with current cost because she would have to add up the linear footage based on whether it is a white stripe, and/or a double stripe which is difficult to do.

Mayor Pro Tem Pieper stated that he was not comfortable awarding the contract without having the County's pricing. He inquired when the City would know what the County pricing is.

City Manager Jeng stated that the County informed staff they could give pricing in 10 days.

Mayor Pro Tem Pieper recommended waiting an additional 10 days in order to have the County's pricing.

Mayor Mirsch stated she had placed some time constraints on this project in the hopes of getting the project going. She was optimistic but was not anticipating the bid coming in with high numbers. She wanted to expedite the project because of the rain coming and the complaints from the residents who live on Crest Road and Lower Blackwater Canyon. She believed that it would have been a small effort on the City to expedite this project but she was not interested in wasting the residents' money in order to have the project start two weeks early.

Mayor Pro Tem Pieper asked if the Council needed to take action on the item.

City Manager Jeng replied no.

Councilmember Dieringer asked if the bids had an expiration date.

City Manager Jeng replied yes, however she could not recall the date but did know that the bids were valid for the next thirty days.

Mayor Mirsch asked if there were to be an accident, could the City be liable.

City Attorney Michael Jenkins replied that it was his opinion that both, the City and the RHCA,

could be sued but other considerations would be taken into account. For example, was the driver speeding? Was it a foggy night? Was the driver under the influence? He also reminded the Council that the City has insurance in place to help protect it from these sorts of claims.

Mayor Mirsch stated that she believed that it was the right thing to do, to have the City's business done expeditiously. She added that she believed it would be foolish on the City's part to spend extra money when it is not necessary. She also asked if the County's pricing usually comes in higher than private pricing.

Councilmember Wilson stated that he recalled that they did not the last time.

Mayor Pro Tem Piper wanted to confirm if the City had a linear footage for this project. He asked if the City knew how much the County charges per foot? And what fee was considered normal for striping.

City Manager Jeng replied no, the County does not give out unit pricing. They instead take it as a service request based on the scope of work the City provides to them.

Councilmember Dieringer asked if they could require the County to provide unit pricing.

City Manager Jeng stated that in past practice the City would submit a service request. The County takes that request as an internal department request. She explained that the County does not bid on other agency's projects. They provide the City the service based on the fact that Rolling Hill is a contract city, much like Building and Safety service they provide. Therefore they cannot be treated like a regular vendor. She also reported that the Planning Director heard back from the County inquiring if the City was asking for their pricing in order to compare it to other bids. They proceeded to remind the Planning Director that the County is not interested in competing with vendors.

Councilmember Wilson asked if the bid included replacing the broken dots and if there was an accurate number of how many dots the City has in place. He wanted to confirm that if the replacement of the dots were only for the streets that were recently paved.

City Manager Jeng answered yes. The dots being replaced are only for the streets identified in the bid.

Mayor Pro Tem Pieper moved that the City Council take no action on the item and have staff bring it back on the next Regular Council Meeting on January 13th, 2020 along with the County pricing. Councilmember Wilson seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Black.
ABSTAIN: COUNCILMEMBERS: None.

9. **MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS**

10. **MATTERS FROM STAFF**

NONE.

12. **ADJOURNMENT**

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 7:35p.m. The next regular meeting of the City Council is scheduled to be held on Monday, January 13, 2020 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Leah Mirsch
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.B
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS.

DATE: January 27, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:
APPROVE AS PRESENTED

ATTACHMENTS:

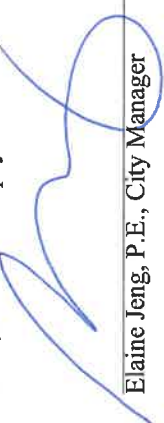
[Payment of Bills.pdf](#)

CITY OF ROLLING HILLS

1/27/2020 CHECK RUN B

CHECK NO.	CHECK DATE	PAYEE	DESCRIPTION	AMOUNT
26252	1/27/2020	ALAN PALERMO CONSULTING	DECEMBER 2019 SERVICES- CIP PROJECT MANAGEMENT	2,720.00
26253	1/27/2020	Best Best & Krieger LLP	DECEMBER 2019 SERVICES - LAND USE & CITY OF ROLLING HILLS	5,149.00
26254	1/27/2020	Delta Dental	FEBRUARY 2020 DENTAL PREMIUM	840.18
26255	1/27/2020	Executive Suite Services Inc.	3/29/2019- 1 DAY JANITORIAL SERVICES	98.00
26256	1/27/2020	Janet Faria	2019 HOLIDAY OPEN HOUSE - BAL DUE	1,442.00
26257	1/27/2020	The Gas Company	12/6/19 TO 1/8/20 USAGE	223.57
26258	1/27/2020	Granicus	ENCODING APPLIANCE HARDWARE & SOFTWARE	9,693.00
26259	1/27/2020	L.A County Sheriff's Department	DECEMBER 2019 LAW ENFORCEMENT AND TRAFFIC SERVICES	31,871.71
26260	1/27/2020	Opus Bank	DECEMBER 2019 CREDIT CARD EXPENSES	2,394.64
26261	1/27/2020	PACIFIC LAND CONSULTANTS, INC.	TOPOGRAPHIC SURVEY OF LOT- 38 CREST ROAD. RH	13,250.00
26262	1/27/2020	Rogers, Anderson, Malody & Scott, LLP	DECEMBER 2019 ACCOUNTING SERVICES	7,275.00
26263	1/27/2020	Rolling Hills Estates	2019 EMERGENCY PREPAREDNESS EXPO & CCCA DINNER	1,212.45
26264	1/27/2020	Southern California Edison	ELECTRICITY USAGE - 11/22/19 TO 1/17/20	1,043.11
26265	1/27/2020	Standard Insurance Company	FEBRUARY 2020 PREMIUM	280.82
26266	1/27/2020	Stradling, Yocca Carlson & Rauth, PC	December 2019 Services-Assessment Districts	2,573.80
26267	1/27/2020	USCM	DEFERRED COMPENSATION - 1/17/20	50.00
26268	1/27/2020	Vantagepoint Transfer Agents - 306580	DEFERRED COMPENSATION - 1/17/20	826.13
26269	1/27/2020	Vision Service Plan - (CA)	FEBRUARY 2020 VISION PREMIUM	151.67
26270	1/27/2020	Willdan Inc.	DECEMBER 2019 SERVICES - Eastfield Project Bond counsel	3,772.00
26271	1/27/2020	Konica Minolta	January 2020 Maintenance Agreement	151.46
26272	1/27/2020	Vantagepoint Transfer Agents - 306580	DEFERRED COMPENSATION - 1/17/20	100.00
EFT	2/1/2020	CALPERS	FEBRUARY 2020 HEALTH INSURANCE	7,318.19
PR LINK	1/17/2020	PR LINK - PAYROLL PROCESSING	PROCESSING FEE	66.40
PR LINK	1/17/2020	PR LINK - PAYROLL 1 & PR TAXES	PAY PERIOD - DECEMBER 18, 2019 THROUGH DECEMBER 31, 2019	21,553.77
				<u>114,056.90</u>
				<u>92,436.73</u>

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of \$114,056.90 or the payment of above items.

 1/22/2020
 Elaine Jeng, P.E., City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.C
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: FINANCIAL STATEMENT FOR THE MONTH OF DECEMBER 2019.

DATE: January 27, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:
APPROVE AS PRESENTED

ATTACHMENTS:

[December 2019 Financial Statement.pdf](#)

**CITY OF ROLLING HILLS
BALANCE SHEET
December 31, 2019**

	MUNICIPAL										YTD TOTAL	BEGINNING OF YEAR TOTAL	
	GENERAL & CAPITAL FUND	DEPOSIT FUND	COPS & CLEEP	COMMUN. FACILITIES	SELF- INSUR.	REFUSE COLLECT.	TRAFFIC SAFETY	TRANSIT PROP A, C, R, M & TDA	UTILITY FUND				
ASSETS													
Cash & Cash Equivalents	\$ 5,194,134	\$ 42,174	\$ 120,443	\$ 8,913	\$ 260,374	\$ 51,740	\$ (10,898)	\$ 194,749	\$ 795,616		\$ 6,657,245	\$ 7,224,252	
Cash & Cash Equivalents - Capital Project Fund	-	-	-	-	-	-	-	-	-	-	-	-	
PARS Section 115 Trust	382,972	-	-	-	-	-	-	-	-	-	382,972	382,972	
Rule 20A	-	-	-	-	-	-	-	-	-	-	675,295	675,295	
Accounts Receivable	39,867	-	-	-	90,216	-	-	-	-	-	130,083	314,309	
Prepaid Expense & Deposits	21,282	-	-	-	-	-	-	-	-	-	21,282	6,207	
TOTAL ASSETS	\$ 5,638,255	\$ 42,174	\$ 120,443	\$ 8,913	\$ 260,374	\$ 141,956	\$ (10,898)	\$ 194,749	\$ 1,470,911		\$ 7,866,877	\$ 8,603,035	
LIABILITIES													
Accounts & Contract Payable	\$ 611	\$ -	\$ -	\$ -	\$ -	\$ 73	\$ -	\$ -	\$ -		\$ 684	\$ 682,021	
Employees Benefits Payable	4,060	-	-	-	-	-	-	-	-		4,060	2,956	
Deposits	7,964	42,174	-	-	-	-	-	-	-		50,138	9,267	
Deferred Revenues	-	-	-	-	-	-	-	-	-		-	-	
TOTAL LIABILITIES	12,635	42,174	-	-	-	73	-	-	-		54,882	694,244	
Restricted Fund Balance	382,972	-	120,443	8,913	-	-	-	194,749	-		707,077	583,595	
Unassigned Fund Balance	5,242,648	-	-	-	260,374	141,883	(10,898)	-	1,470,911		7,104,918	7,325,196	
TOTAL UNASSIGNED FUND BALANCE	5,625,620	-	120,443	8,913	260,374	141,883	(10,898)	194,749	1,470,911		7,811,995	7,908,791	
TOTAL UNASSIGNED FUND BALANCE & LIABILITIES	\$ 5,638,255	\$ 42,174	\$ 120,443	\$ 8,913	\$ 260,374	\$ 141,956	\$ (10,898)	\$ 194,749	\$ 1,470,911		\$ 7,866,877	\$ 8,603,035	

COMPOSITION OF CASH

Petty Cash	\$ 1,500
OPUS Bank - Checking Account	29,332
OPUS Bank - Money Market	748,661
OPUS Bank - Interest Checking	1,061,918
Calif. State Local Agency Investment Fund	1,625,834
Certificate of Deposits	3,190,000
Total	\$ 6,657,245

Prepared By:


Terry Shea, Finance Director

Date

1/18/2020

Approved By:


Elaine Jeng, P.E., City Manager

Date

01/22/2020

CITY OF ROLLING HILLS
SUMMARY STATEMENT OF REVENUES AND EXPENDITURES
Actual Compared to Annual Budget
July 1, 2019 to December 31, 2019

<u>Fund</u>	This Year	Last Year	This Year Better (Worse)	Annual Budget & Adj.	Remaining Budget
GENERAL					
Revenues	\$ 658,957	\$ 718,641	\$ (59,684)	\$ 2,278,300	\$ 1,619,343
Expenditures	846,499	804,388	(42,111)	2,233,600	1,387,101
Net Revenue before transfers	(187,542)	(85,747)	(101,795)	44,700	232,242
Transfers in (out)	12,000	12,000	-	(374,000)	(386,000)
Net Revenue	(175,542)	(73,747)	(101,795)	(329,300)	(153,758)
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS)					
Revenues	128,851	118,843	10,008	140,125	11,274
Expenditures	76,939	64,551	(12,388)	162,700	85,761
Net Revenue before transfers	51,912	54,292	(2,380)	(22,575)	(74,487)
Transfers in (out)	-	-	-	-	-
Net Revenue	51,912	54,292	(2,380)	(22,575)	(74,487)
CAPITAL IMPROVEMENT FUND					
Revenues	-	-	-	10,000	10,000.00
Expenditures	-	-	-	350,000	350,000
Net Revenue before transfers	-	-	-	(340,000)	(340,000)
Transfers in (out)	-	-	-	340,000	340,000
Net Revenue	-	-	-	-	-
COMMUNITY FACILITIES					
Revenues	-	-	-	100	100
Expenditures	2,341	-	(2,341)	15,000	12,659
Net Revenue before transfers	(2,341)	-	(2,341)	(14,900)	(12,559)
Transfers in (out)	-	-	-	3,500	3,500
Net Revenue	(2,341)	-	(2,341)	(11,400)	(9,059)
MUNICIPAL SELF-INSURANCE					
Revenues	-	-	-	-	-
Expenditures	-	-	-	3,000	3,000
Net Revenue before transfers	-	-	-	(3,000)	(3,000)
Transfers in (out)	-	-	-	-	-
Net Revenue	-	-	-	(3,000)	(3,000)
REFUSE COLLECTION					
Revenues	388,904	385,326	3,578	840,900	451,996
Expenditures	412,542	397,098	(15,444)	890,089	477,547
Net Revenue before transfers	(23,638)	(11,772)	(11,866)	(49,189)	(25,551)
Transfers in (out)	(12,000)	(12,000)	-	(24,000)	(12,000)
Net Revenue	(35,638)	(23,772)	(11,866)	(73,189)	(37,551)
TRAFFIC SAFETY					
Revenues	-	-	-	50	50
Expenditures	10,898	13,121	2,223	54,550	43,652
Net Revenue before transfers	(10,898)	(13,121)	2,223	(54,500)	(43,602)
Transfers in (out)	-	-	-	54,500	54,500
Net Revenue	(10,898)	(13,121)	2,223	-	10,898
TRANSIT - PROPOSITION A, C, M & TDA					
Revenues	62,657	61,702	955	124,650	61,993
Expenditures	-	-	-	-	-
Net Revenue before transfers	62,657	61,702	955	124,650	61,993
Transfers in (out)	-	-	-	-	-
Net Revenue	62,657	61,702	955	124,650	61,993
LA COUNTY MEASURE W					
Revenues	-	-	-	120,900	120,900
Expenditures	-	-	-	120,000	120,000
Net Revenue before transfers	-	-	-	900	900
Transfers in (out)	-	-	-	-	-
Net Revenue	-	-	-	900	900
UNDERGROUND UTILITY					
Revenues	7,711	-	7,711	-	(7,711.00)
Expenditures	-	17,500	17,500	172,000	172,000
Net Revenue before transfers	7,711	17,500	25,211	(172,000)	(179,711)
Transfers in (out)	-	-	-	-	-
Net Revenue	7,711	17,500	25,211	(172,000)	(179,711)
TOTAL ALL FUNDS					
Revenues	1,247,080	1,284,512	(37,432)	3,515,025	2,147,045
Expenditures	1,349,219	1,296,658	(52,561)	4,000,939	2,531,720
Net Revenue before transfers	(102,139)	(12,146)	(89,993)	(485,914)	(384,675)
Transfers in (out)	-	-	-	-	-
Net Revenue (Deficit)	\$ (102,139)	\$ (12,146)	\$ (89,993)	\$ (485,914)	\$ (384,675)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.D
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR DECEMBER 2019.

DATE: January 27, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:
APPROVE AS PRESENTED

ATTACHMENTS:

[December 2019 Tonnage Report.pdf](#)

CITY OF ROLLING HILLS RESIDENTIAL ALLIED WASTE RECYCLE NOW REPORT

Report Date:

2019

MONTH	RECYCLED (tons)	GREEN WASTE (tons)	C&D Recycled	C&D Disposed	Disposal Tonnage	Diversion %	MONTHLY TOTALS (tons)
2019							
January	23.07	114.12	13.57	7.30	137.12	51.07%	295.18
February	15.09	98.95	33.37	7.09	122.07	53.30%	276.57
March	67.62	92.91	23.36	10.01	91.16	64.51%	285.06
April	100.00	170.26	112.64	56.93	68.18	75.37%	508.01
May	48.00	156.77	27.12	3.45	150.00	60.18%	385.34
June	60.01	85.23	5.95	3.20	149.80	49.70%	304.19
July	22.26	125.59	13.13	4.98	154.38	50.25%	320.34
August	-	125.85	67.43	27.18	228.30	43.07%	448.76
September	-	163.46	1.94	0.52	177.90	48.11%	343.82
October	-	177.44	4.36	1.46	181.59	49.83%	364.85
November	-	68.90	12.92	5.10	239.82	25.04%	326.74
December	-	89.78	-	-	223.74	28.64%	313.52
Year to Date Totals:	336.04	1,469.26	315.79	127.22	1,924.07	50.84%	4,172.38
Average Monthly Totals:	2019	122.44	28.71	11.57	160.34	50%	347.70



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.E
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOHANA CORONEL, CITY CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE REPUBLIC SERVICES PROPOSED SPRING AND FALL CLEAN-UP 2020 DATES FOR THE CITY OF ROLLING HILLS.

DATE: January 27, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:

It is recommended that members of the City Council approve the 2020 Annual Spring and Fall Clean-Up dates.

ATTACHMENTS:

[2020 Clean-up Schedule from Republic Services.doc](#)



MEMORANDUM

TO:

FROM: Yohana Coronel, City Clerk

SUBJECT: 2020 Dates Spring and Fall Clean-Ups

DATE: January 27, 2020

Below are the proposed 2020 schedule for the Spring and Fall Annual Clean-up.

Spring 2020	Fall 2020
Wednesday, April 8 - Greenwaste	Wednesday, September 9- Greenwaste
Saturday, April 25 - Shred & E-waste	Saturday, September 19 - Shred & E-waste
Wednesday, May 13 - Bulky item	Wednesday October 14 - Bulky item



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 6.A
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE ADOPTION OF 2019 CALIFORNIA STANDARD BUILDING CODE AS ADOPTED AND AMENDED BY LOS ANGELES COUNTY.

DATE: January 27, 2020

BACKGROUND:

Every three years, the California Building Standards Commission, together with other state agencies (e.g., the Department of Housing and Community Development), updates the State's building standards by adopting a new edition of the California Building Standards Code ("CBSC"). The CBSC consists of multiple building codes codified in Title 24 of the California Code of Regulations (these include the state building code, residential code, electrical code, plumbing code, mechanical code, fire code, energy code, and green building code). Effective January 1, 2020, these building standards apply to all building occupancies throughout the state, whether or not they are adopted by a local jurisdiction. Cities and counties, however, will typically pass ordinances adopting the CBSC by reference for the purpose of amending the state standards in accordance with local conditions and to adopt administrative provisions (e.g., fees, remedies for code violations, etc.).

Local amendments must be specific to each edition of the CBSC. State law also provides that cities and counties may adopt amendments to the state building standards only if the local governing body (i.e., the City Council) finds that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions,

and if the local amendments are at least as restrictive as the state standards. (Administrative provisions that do not establish building standards may be enacted without necessity findings.)

Traditionally, the City of Rolling Hills has adopted the CBSC as adopted and amended by Los Angeles County. With the exception of the Fire Code, on November 26, 2019, the County Board of Supervisors adopted the new codes with local amendments, effective January 1, 2020. Attached to this report is a summary of the changes adopted by the County.

In the past, the Board of Supervisors has adopted the Fire Code in mid-March. To date, City staff has not been informed of any scheduled hearing date, but following the County's adoption of the 2020 Fire Code, staff will schedule a public hearing for City Council consideration.

DISCUSSION:

This year, few changes were made to the State and County Codes that affect single family residential construction. Accordingly, Ordinance No. 365 and Ordinance No. 366-U largely function to adopt the current editions of the codes, readopt previously adopted City amendments that continue to apply to local building conditions (provisions largely relating to restrictions on grading), and delete or otherwise clean up those provisions of RHMC Title 15 that are obsolete or duplicative of the State and County codes.

Under State law, only those building standards that are effective at the local level at the time an application for a building permit is submitted apply to the plans and the construction performed under that building permit. This means that until the City adopts its local amendments ordinance, as of January 1, 2020, only the default building standards in the 2019 Edition of the CBSC would apply to applications for a building permit in Rolling Hills. The County's regional amendments and the City's own amendments specific to local conditions—previously adopted and codified in Title 15 of the Rolling Hills Municipal Code (“RHMC”)—would no longer be enforceable until the City's ordinance for the 2019 adoption cycle takes effect.

For this reason (and because the County's regional ordinance is typically made available late in any given adoption year), the City has often adopted its local amendments by means of an urgency ordinance. Urgency ordinances take effect immediately upon passage by a fourth-fifths (4/5) vote of the City Council, given a declaration of facts constituting the urgency. As the City's local modifications are necessitated by the area's topographic, geologic and climatic conditions, allowing structures to be built absent the requirements of these tailored building standards presents a risk to the public health, safety and welfare. (Specifically, the City is located in a Very High Fire Hazard Severity Zone characterized by hot, dry summers and heavy winter rains which result in expansive

soil conditions. The area's topography is also marked by geological instability, all of which conditions are addressed through the regional and local amendments to the CBSC.)

If the Council decides to adopt the ordinance as an urgency measure, it should also proceed to introduce on first reading the version of the ordinance in Attachment 2, as is the City's custom when taking legislative action.

FISCAL IMPACT

Building plan check and permit fees are paid to compensate the City for expenditures associated with these activities. As the changes in the Codes are minor, the fees collected will continue to match the expenditures, and there will be no net fiscal impact to the City.

NOTIFICATION

A notice of this public hearing was published in the Peninsula News on January 2, 2020 and January 9, 2020, in the Palos Verdes Peninsula News and was posted at City Hall.

The City Council agenda for the January 27, 2020 meeting and this staff report were also made available on the City's website at least 72 hours before the Council hearing on the ordinance.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

(1) Introduce on first reading Ordinance No. 365:

AN ORDINANCE OF THE CITY OF ROLLING HILLS ADOPTING BY REFERENCE TITLE 26 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA BUILDING CODE, 2019 EDITION), TITLE 27 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2019 EDITION), TITLE 28 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA PLUMBING CODE, 2019 EDITION), TITLE 29 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2019 EDITION), TITLE 30 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2019 EDITION), TITLE 31 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION), TITLE 33 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION); MAKING LOCAL AMENDMENTS TO SAID CODES; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

(2) Conduct the public hearing.

(3) Waive full reading and adopt Ordinance No. 366-U:

AN ORDINANCE OF THE CITY OF ROLLING HILLS ADOPTING BY REFERENCE TITLE 26 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA BUILDING CODE, 2019 EDITION), TITLE 27 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2019 EDITION), TITLE 28 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA PLUMBING CODE, 2019 EDITION), TITLE 29 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2019 EDITION), TITLE 30 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2019 EDITION), TITLE 31 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION), TITLE 33 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION); MAKING LOCAL AMENDMENTS TO SAID CODES; DECLARING THE URGENCY THEREOF; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

(4) direct staff to schedule a second reading for the February 10, 2020 City Council meeting.

ATTACHMENTS:

[Bldg Code Adoption Ord365 NonUrgency.docx](#)

[Bldg Code Adoption Ord366 Urgency.docx](#)

[Item6A_Attch3_Bldg Code Significant Changes.docx](#)

ORDINANCE NO. 365

AN ORDINANCE OF THE CITY OF ROLLING HILLS ADOPTING BY REFERENCE TITLE 26 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA BUILDING CODE, 2019 EDITION), TITLE 27 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2019 EDITION), TITLE 28 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA PLUMBING CODE, 2019 EDITION), TITLE 29 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2019 EDITION), TITLE 30 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2019 EDITION), TITLE 31 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION), TITLE 33 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION); MAKING LOCAL AMENDMENTS TO SAID CODES; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 15.04 (Building Code) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.04.010 – Adoption of Building Code.

Except as hereinafter provided, Title 26, Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Building Code, 2019 Edition (Part 2 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Building Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Building Code, 2019 Edition, Title 26 of the Los Angeles County Code, or any amendment to the Building Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.04.020 - Short title.

This chapter shall be known as the “Building Code of the City of Rolling Hills” and will be referred to herein as “this code.”

15.04.030 Section 105 amended.

Section 105 of the Building Code is amended to add a new subsection 105.7 to read:

105.7 Review Hearing. The City Council of the City of Rolling Hills may conduct a public hearing to review any decision or order of the Board of Appeals, the Code Enforcement Appeals Board, or the Building Rehabilitation Appeals Board upon an affirmative vote of three members of the City Council within thirty (30) calendar days of the decision or order. The City Council may, upon conclusion of the public hearing, sustain or reverse in whole or in part any said action or order. Notice of the City Council public hearing shall be given by the City Clerk not less than ten (10) days prior to the hearing by first class mail to all property owners within 1,000 feet of the exterior boundaries of the subject property and all owners of record of the subject property at the time of mailing said notice.

15.04.040 Definitions.

Whenever any of the following names or terms are used in the California Building Code or the County of Los Angeles Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section, as follows:

"Board of Appeals" means the Board of Appeals established by Section 105 of said Los Angeles County Building Code.

"Building department" means the entities charged by resolution of the City Council with the responsibility of administering the building code for the City.

"Building official" means the persons charged by resolution of the City Council with the responsibility of administering the building code for the City.

"City" means the City of Rolling Hills.

"City Engineer" means the persons charged by resolution of the City Council with the responsibility of performing the functions of city engineer for the City.

"County," "County of Los Angeles" or "unincorporated territory of the County of Los Angeles" means the City of Rolling Hills.

"Electrical Code" means Chapter 15.16 of this code.

"Existing Building Code" means Chapter 15.24 of this code.

"Fire Code" means Chapter 15.20 of this code.

"Fire zone" means the fire zone adopted by an ordinance creating and establishing fire zones or where no such fire zones have been adopted by the City of Rolling Hills, shall mean very high fire hazard severity zone (VHFHSZ).

"General fund" means the City Treasury of the City of Rolling Hills.

"Green Building Standards Code" means Chapter 15.22 of this code.

"Health Code" or "Los Angeles County Health Code" means Chapter 8.04 of this code.

"Health Officer" means the Health Officer of the City of Rolling Hills.

"Mechanical Code" means Chapter 15.12 of this code.

"Plumbing Code" means Chapter 15.08 of this code.

"Residential Code" means Chapter 15.18 of this code.

15.04.050 - Fees.

Notwithstanding the provisions of Section 15.04.010, the Building Code is amended by increasing the amount of each and every fee set forth in the Building Code, to a sum set by resolution of the City Council, including a park and recreation fee.

15.04.060 Section 202 amended.

Section 202 of the Building Code, regarding the definition of a basement, is amended to read as follows:

BASEMENT is any floor level below the first story of the primary residence, including an attached garage. Except for walls within light wells, basement walls across any elevation may not exceed a height of five (5) feet above finished grade at any point immediately adjacent to the basement exterior, and shall have no greater than an average of two and one-half (2½) feet exterior height. Basement well(s) shall be incorporated into the overall design of the building so that it does not give an appearance of a separate story.

15.04.070 Section 202 amended.

Section 202 of the Building Code, regarding the definition of a story, is amended to read as follows:

STORY is that portion of a building included between the upper surface of any floor and the ceiling or roof above it. There shall be no story on top of another, except as permitted in Section 17.16.080 of the Zoning Ordinance.

15.04.080 Amending Appendix J Grading, Section J103 PERMITS REQUIRED

Section J103.2 Exemptions is amended to read as follows:

8. An excavation that does not exceed 50 cubic yards and complies with one of the following conditions and as shown in Figure J103.2:
 - (a) Is less than 2 feet (0.6 m) in depth.
 - (b) Does not create a cut slope greater than 5 feet (1.5 m) measured vertically upward from the cut surface to the surface of the natural grade and is not steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Section J103.2 Fill, Exemption 9 is amended to read as follows:

9. A fill not intended to support a structure that does not obstruct a drainage course and complies with one of the following conditions and as shown in Figure J103.2:
 - (a) Is less than 1 foot (0.3 m) in depth and is placed on natural terrain with a slope flatter than 5 units horizontal to 1 unit vertical (20 percent slope).

- (b) Is less than 3 feet (0.9 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 50 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
- (c) Is less than 5 feet (1.5 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 20 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Section J103.6 Compliance with Zoning Code is amended to read as follows:

The Building Official may refuse to issue a grading permit for work on a site if either the proposed grading or the proposed land use for the site shown on the grading plan application does not comply with the provisions of Title 17 of the Rolling Hills Municipal Code (Zoning).

15.04.090 Amending Section J106.1 Maximum cut slopes.

The slope of cut surfaces shall be no steeper than is safe for the intended use and shall be no more than one unit vertical to two units horizontal (50 percent slope), unless the owner, or the owner's authorized agent, receives a variance for a steeper slope from the Planning Commission of the City of Rolling Hills and furnishes a geotechnical or an engineering geology report, or both, justifying a steeper slope. The reports must contain a statement by the Geotechnical Engineer or Engineering Geologist that the site was investigated and an opinion that a steeper slope will be stable and will not create a hazard to public or private property, in conformance with the requirements of Section 111. Notwithstanding the provisions of this section, the Building Official may require the slope of cut surfaces to be less than 50 percent, if the Building Official finds it necessary for the stability and safety of the slope.

Exceptions:

The slope of a cut surface may be permitted to be as steep as 1.5 units horizontal to one unit vertical (67 percent) only if all of the following conditions are met:

1. It is not intended to support structures or surcharges.
2. It is approved by the Planning Commission of the City of Rolling Hills.
3. It is adequately protected against erosion.
4. It is no more than 8 feet (2438 mm) in height.
5. It is approved by the Building Official.
6. Ground water is not encountered.

15.04.100 - Section J106.2 added.

Section J106 is amended to add subsection J106.2 to read as follows:

Section J106.2 DRIVEWAYS. Driveways which provide access from any lot or parcel of land to any of the private roads in the City of Rolling Hills which are maintained by the Rolling Hills Community

Association shall be so constructed that the first twenty (20) feet of said driveway, measured from the edge of the paved portion of said private road, shall not be steeper in grade than seven percent (7%). All new and relocated driveways require approval of the City of Rolling Hills Traffic Commission prior to construction.

15.04.110 Section J106.3 added.

Section J106 is amended to add subsection J106.3 to read as follows:

J106.3 BALANCED CUT AND FILL RATIO

Adherence to balanced cut and fill ratio is an important policy of the City and furthers the goals and objectives of its General Plan, except that export of soil generated from construction of basements and other excavation activities, promotes the preservation of natural terrain of the property. A project, which does not include excavation, may deviate from balanced cut and fill only under unusual circumstances related to the size, shape, topography or other physical conditions of the property that qualify it for a variance pursuant to Municipal Code Section 17.38.050.

1. No import of soil shall be permitted to any lot in the City, except where a variance pursuant to Chapter 17.38 has been approved.

2. No export of soil shall be permitted from any lot in the City, except where the soil is generated from an excavation activity, as defined in Municipal Code Section 17.12.050 or where a variance pursuant to Chapter 17.38 has been approved. Export of soil must comply with City refuse diversion requirements.

3. No grading plan for which a permit is required shall be approved unless the amount of soil to be cut from the site equals the amount of soil to be filled on the site, except where the soil is generated from an excavation activity or where a variance pursuant to Chapter 17.38 has been approved.

4. The City Manager, or his or her designee, may grant an exception to the requirements of parts 1 and 2 of this subsection to allow for the import or export of soil not to exceed 500 cubic yards if he or she finds, based upon written reports and other information submitted, that all of the following conditions are present:

(a) The project does not require discretionary review (a cut that is three feet or less, or a fill that is three feet or less and where the activity covers 2,000 square feet or less of surface area), and

(b) That the need to import or export the soil could not have been foreseen prior to commencement of construction.

5. The City Manager or his or her designee may grant an exception to the requirements of parts 1 and 2 of this subsection to allow for the import or export of soil not to exceed 500 cubic yards for remedial repair of the lot that has eroded, and of hillside or trail if he or she finds, based upon written reports and other information submitted, that all of the following conditions are present:

(a) The project does not require discretionary review (a cut that is three feet or less, or a fill that is three feet or less and where the activity covers 2,000 square feet or less of surface area);

(b) The import or export of soil is no greater than necessary to avoid a threat of land subsidence or other imminent danger; and

(c) A professionally prepared drainage plan for permanent repair shall be required if the erosion is re-occurring and if/when the amount of dirt requested, when added to the amount of dirt used in previous years, exceeds a total of 500 cubic yards.

15.04.120 Amending Section J107.6 Maximum Slope.

The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes steeper than 1 unit vertical to 2 units horizontal (50 percent slope) shall not be permitted unless the owner receives a variance for a steeper fill slope from the Planning Commission of the City of Rolling Hills, pursuant to the provisions of Title 17 of the Municipal Code. Such slopes shall be justified by geotechnical reports conforming with the requirements of Section 111, containing a statement by the Geotechnical Engineer that the site has been investigated and an opinion that a steeper fill slope will be stable and will not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the Building Official determines that such information is necessary to verify the stability and safety of the proposed slope. The Building Official may require the fill slope to be constructed with a face flatter in slope than 2 units horizontal to 1 unit vertical (50 percent slope) if the Building Official finds it necessary for stability and safety of the slope.

15.04.130 Section J107.10 added.

Section J107, FILLS, is amended by adding subsection J107.10 to read as follows:

J107.10 BALANCED CUT AND FILL RATIO

Adherence to balanced cut and fill ratio is an important policy of the City and furthers the goals and objectives of its General Plan, except that export of soil generated from construction of basements and other excavation activities, promotes the preservation of natural terrain of the property. A project, which does not include excavation, may deviate from balanced cut and fill only under unusual circumstances related to the size, shape, topography or other physical conditions of the property that qualify it for a variance pursuant to Municipal Code Section 17.38.050.

1. No import of soil shall be permitted to any lot in the City, except where a variance pursuant to Chapter 17.38 has been approved.

2. No export of soil shall be permitted from any lot in the City, except where the soil is generated from an excavation activity, as defined in Municipal Code Section 17.12.050 or where a variance pursuant to Chapter 17.38 has been approved. Export of soil must comply with City refuse diversion requirements.

3. No grading plan for which a permit is required shall be approved unless the amount of soil to be cut from the site equals the amount of soil to be filled on the site, except where the soil is generated from an excavation activity or where a variance pursuant to Chapter 17.38 has been approved.

4. The City Manager, or his or her designee, may grant an exception to the requirements of parts 1 and 2 of this subsection to allow for the import or export (other than from excavation activities), of soil not to exceed 500 cubic yards if he or she finds, based upon written reports and other information submitted, that all of the following conditions are present:

(a) Construction of a structure on the lot or parcel has commenced,

(b) That the need to import or export the soil could not have been foreseen prior to commencement of construction, and

(c) That either the structure, as approved, cannot be completed without the requested import or export of soil or that an emergency condition exists due to the threat of land subsidence or other imminent danger.

5. The City Manager or his or her designee may grant an exception to the requirements of parts 1 and 2 of this subsection to allow for the import or export of soil not to exceed 500 cubic yards for remedial repair of an area of the lot that has eroded, is on a hillside or a trail if he or she finds, based upon written reports and other information submitted, that all of the following conditions are present:

(a) The project does not require discretionary review (a cut that is three feet or less, or a fill that is three feet or less and where the activity covers 2,000 square feet or less of surface area).

(b) The import or export of soil is no greater than necessary to avoid a threat of land subsidence or other imminent danger.

(c) A professionally prepared drainage plan for permanent repair shall be required if the erosion is re-occurring and if/when the amount of dirt requested, when added to the amount of dirt used in previous years, exceeds a total of 500 cubic yards.

15.04.140 Amending Section J101.2 Flood Hazard areas.

Notwithstanding the provisions of Section 15.04.010 of this chapter, the Building Code is amended by requiring that in addition to Section J101.2, all new construction and substantial improvements proposed to be built in a flood-prone area, as determined in accordance with Section 8.36.050 of the Rolling Hills Municipal Code (RHMC), is subject to the floodplain management regulations set forth in Chapter 8.36 of the RHMC.

15.04.150 Violations and penalties.

A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or portion thereof or perform any grading in the City of Rolling Hills, or cause the same to be done, contrary to or in violation of any of the provisions of this code.

B. Penalty. Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 2. Chapter 15.08 (PLUMBING CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.08.010 Adoption of Plumbing Code.

Except as hereinafter provided, Title 28, Plumbing Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Plumbing Code, 2019 Edition (Part 5 of Title 24 of the California Code of Regulations), is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Plumbing Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Plumbing Code, 2019 Edition, Title 28 of the Los Angeles County Code, or any amendment to the Plumbing Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2019 Edition, has been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.08.020 Definitions.

Whenever any of the following names of terms are used in the California Plumbing Code and the Los Angeles County Plumbing Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section, as follows:

"City" means the City of Rolling Hills.

"County," "County of Los Angeles" or "unincorporated territory of the County of Los Angeles" means the City of Rolling Hills.

15.08.030 Fees.

Notwithstanding the provisions of Section 15.08.010, the Plumbing Code is amended by increasing the amount of each and every fee set forth in the Plumbing Code to a sum set by resolution of the City Council.

15.08.040 Violations and penalties.

Every person, firm, or corporation violating any of the provisions of the Plumbing Code of the City of Rolling Hills shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued, or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment.

The provisions of this section are in addition to and independent of any sanctions, penalties or costs which are or may otherwise be imposed for a violation of the Rolling Hills Municipal Code.

SECTION 3. Chapter 15.12 (MECHANICAL CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.12.010 Adoption of Mechanical Code.

Except as hereinafter provided, Title 29, Mechanical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Mechanical Code, 2019 Edition (Part 4 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Mechanical Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Mechanical Code, 2019 Edition, Title 29 of the Los Angeles County Code, or any amendment to the Mechanical Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.12.020 Definitions.

Whenever any of the following names or terms are used in the California Mechanical Code or the County of Los Angeles Mechanical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section, as follows:

"City" means the City of Rolling Hills.

"County," "County of Los Angeles" or "unincorporated territory of the County of Los Angeles" means the City of Rolling Hills.

15.12.030 Fees.

Notwithstanding the provisions of Section 15.12.010, the Mechanical Code is amended by increasing the amount of each and every fee set forth in the Mechanical Code to a sum set by resolution of the City Council.

15.12.040 Violations and penalties.

A. It shall be unlawful for any person, firm, or corporation to erect, install, alter, repair, relocate, add to, replace, use or maintain heating, ventilating, cooling, or refrigeration equipment in the jurisdiction, or cause the same to be done, contrary to or in violation of any of the provisions of Mechanical Code of the City of Rolling Hills. Maintenance of equipment which was unlawful at the time it was installed, and which would be unlawful under this Code if installed after the effective date of this Code, shall constitute a continuing violation of this Code.

B. Any person, firm or corporation violating any of the provisions of the Mechanical Code of the City of Rolling Hills shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued, or permitted. Upon conviction, such person may be punished by a fine not to exceed one

thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this section are in addition to and independent of any sanctions, penalties or costs which are or may otherwise be imposed for a violation of the Rolling Hills Municipal Code.

SECTION 4. Chapter 15.16 (ELECTRICAL CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.16.010 Adoption of Electrical Code.

Except as hereinafter provided, Title 27, Electrical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Electrical Code, 2019 Edition (Part 3 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Electrical Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Electrical Code, 2019 Edition, Title 27 of the Los Angeles County Code, or any amendment to the Electrical Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.16.020 Definitions.

Notwithstanding the provisions of Section 15.16.010 of this chapter, whenever any of the following names or terms are used in the Electrical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

“City” means the City of Rolling Hills.

"County," "County of Los Angeles" or "unincorporated area of the County of Los Angeles" means the City of Rolling Hills.

15.16.030 Electrical Code fees.

Notwithstanding the provisions of Section 15.16.010, fees for plan check, inspection, and all other miscellaneous services shall be based on the fee schedule set forth by Title 27 of the Los Angeles County Code, Fees, as approved by resolution of the City Council.

15.16.040 Violations and Penalties.

Every person, firm, or corporation violating any of the provisions of the Plumbing Code of the City of Rolling Hills shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued, or permitted. Upon conviction, such person may be punished by a fine not to exceed one

thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment.

The provisions of this section are in addition to and independent of any sanctions, penalties or costs which are or may otherwise be imposed for a violation of the Rolling Hills Municipal Code.

SECTION 5. Chapter 15.18 (RESIDENTIAL CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.18.010 Adoption of Residential Code.

Except as herein provided, Title 30, Residential Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Residential Code, 2019 Edition (Part 2.5 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Residential Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Residential Code, 2019 Edition, Title 30 of the Los Angeles County Code, or any amendment to the Residential Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 30 of the Los Angeles County Code and the California Residential Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.18.020 Definitions.

Notwithstanding the provisions of Section 15.18.010, names or terms that are used in this code shall be deemed and construed to have the meaning ascribed to it in Section 15.04.040 of Title 15 of the Rolling Hills Municipal Code.

15.18.040 Fees.

Notwithstanding the provisions of Section 15.18.010, the fees set forth for this code shall be the same as the fees prescribed for the Building Code in Section 15.04.050 of Title 15 of the Rolling Hills Municipal Code.

15.18.050 Violations and penalties.

A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City, or cause the same to be done, contrary to or in violation of any of the provisions of the Residential Code of the City of Rolling Hills.

B. Penalty. Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every

day or portion thereof during which any violation is committed, continued or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 6. Chapter 15.22 (GREEN BUILDING STANDARDS CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

Section 15.22.010 Adoption of Green Building Standards Code.

Except as hereinafter provided, Title 31, Green Building Standards Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Green Building Standards Code, 2019 Edition (Part 11 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Green Building Standards Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Green Building Standards Code, 2019 Edition, Title 31 of the Los Angeles County Code, or any amendment to the Green Building Standards Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 31 of the Los Angeles County Code and the California Green Building Standards Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.22.020 Definitions.

Notwithstanding the provisions of Section 15.22.010, names or terms that are used in this code shall be construed to have the meaning ascribed to them in the Los Angeles County Green Building Standards Code or in Section 15.04.040 of Title 15 of the Rolling Hills Municipal Code, as appropriate.

15.22.030 Water budget.

Notwithstanding the provisions of Section 15.22.010, section 4.304 of the Green Building Standards Codes is amended to add section 4.304.2 to read as follows:

4.304.2. Water Budget. A water budget shall be developed for landscape irrigation use installed in conjunction with new construction and new or redeveloped landscaping that conforms to the local water efficient landscape ordinance in Chapter 13.18 of Title 13 of the Rolling Hills Municipal Code.

15.22.040 Low-impact development.

Notwithstanding the provisions of Section 15.22.010, section 4.106.5 of the Green Building Standards Codes is amended to read as follows:

4.106.5. Low-impact development. New development or additions or alteration to existing developed sites shall comply with the Storm Water Management and Pollution Control Ordinance, Chapter 8.32 of Title 8 of the Rolling Hills Municipal Code.

15.22.050 Fees.

Notwithstanding the provisions of Section 15.22.010, the fees set forth for this code shall be the same as the fees prescribed by resolution of the City Council for the Building, Electrical, Plumbing, Mechanical, Residential, and Fire Codes of Title 15 of the Rolling Hills Municipal Code.

15.22.060 Violation and penalties.

A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City, or cause the same to be done, contrary to or in violation of any of the provisions of the Green Building Standards Code of the City of Rolling Hills.

B. Penalty. Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 7. Chapter 15.24 (EXISTING BUILDING CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.24.010 Adoption of Existing Building Code.

Except as herein provided, Title 33, Existing Building Code of the Los Angeles County Code, in effect on January 1, 2020 adopting the California Green Building Standards Code, 2019 Edition (Part 10 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known as the Existing Building Code of the City of Rolling Hills.

In the event of any conflict between provisions of Title 33, Existing Building Code of the Los Angeles County Code, 2020 Edition, or any amendment to the Existing Building Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 33 of the Existing Building Code, has been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.24.020 Definitions.

Notwithstanding the provisions of Section 15.24.010, names or terms that are used in this code shall be construed to have the meaning ascribed to them in Section 15.04.040 of Title 15 of the Rolling Hills Municipal Code.

15.24.030 Fees.

Notwithstanding the provisions of Section 15.24.010, the fees set forth for this code shall be the same as the fees prescribed for the Building Code in Section 15.04.050 of Title 15 of the Rolling Hills Municipal Code.

15.24.040 Violations and penalties.

A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City of Rolling Hills, or cause the same to be done, contrary to or in violation of any of the provisions of this code.

B. Penalty. Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 8. Justification for Modification. Pursuant to sections 17958.7 and 18941.5 of the California Health & Safety Code, the Council hereby finds that the changes and modifications to the California Building Standards Code adopted herein through amendments to the state Building Code, Plumbing Code, Mechanical Code, Electrical Code, Residential Code, Green Building Standards Code and Existing Building Code are reasonably necessary because of specified local climatic, geological or topographical conditions. The City is located in a Very High Fire Hazard Severity Zone in Southern California where the local climate is characterized by hot, dry summers, often resulting in drought conditions, followed by strong Santa Ana winds, often resulting in hazardous fire conditions, as well as heavy winter rains, often resulting in expansive soil conditions. The City also has relatively hilly topography in an area characterized by geological instability.

SECTION 9. CEQA. This Ordinance has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines Section 15061 (b)(3) because it is not a project that has the potential for causing a significant effect on the environment.

SECTION 10. Severability. If any provision of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect any remaining provision hereof. The City Council of the City of Rolling Hills hereby declares that it would have adopted this ordinance despite any partial invalidity of its provisions.

SECTION 11. Effective Date. This ordinance shall take effect thirty (30) days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 12. Notice and Filing. The City Clerk shall certify as to the adoption of this ordinance and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933 and shall file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED this 27^h day of January 2020.

LEAH MIRSCH, MAYOR

ATTEST:

YOHANA CORONEL
CITY CLERK

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

I certify that the foregoing Ordinance No. 365 entitled as follows:

AN ORDINANCE OF THE CITY OF ROLLING HILLS ADOPTING BY REFERENCE TITLE 26 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA BUILDING CODE, 2019 EDITION), TITLE 27 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2019 EDITION), TITLE 28 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA PLUMBING CODE, 2019 EDITION), TITLE 29 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2019 EDITION), TITLE 30 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2019 EDITION), TITLE 31 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION), TITLE 33 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION); MAKING LOCAL AMENDMENTS TO SAID CODES; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

was approved and adopted at a regular meeting of the City Council on January 27, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Administrative Offices.

YOHANA CORONEL
CITY CLERK

ORDINANCE NO. 366-U

AN ORDINANCE OF THE CITY OF ROLLING HILLS ADOPTING BY REFERENCE TITLE 26 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA BUILDING CODE, 2019 EDITION), TITLE 27 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2019 EDITION), TITLE 28 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA PLUMBING CODE, 2019 EDITION), TITLE 29 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2019 EDITION), TITLE 30 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2019 EDITION), TITLE 31 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION), TITLE 33 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION); MAKING LOCAL AMENDMENTS TO SAID CODES; DECLARING THE URGENCY THEREOF; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 15.04 (Building Code) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.04.010 – Adoption of Building Code.

Except as hereinafter provided, Title 26, Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Building Code, 2019 Edition (Part 2 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Building Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Building Code, 2019 Edition, Title 26 of the Los Angeles County Code, or any amendment to the Building Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.04.020 - Short title.

This chapter shall be known as the “Building Code of the City of Rolling Hills” and will be referred to herein as “this code.”

15.04.030 Section 105 amended.

Section 105 of the Building Code is amended to add a new subsection 105.7 to read:

105.7 Review Hearing. The City Council of the City of Rolling Hills may conduct a public hearing to review any decision or order of the Board of Appeals, the Code Enforcement Appeals Board, or the Building Rehabilitation Appeals Board upon an affirmative vote of three members of the City Council within thirty (30) calendar days of the decision or order. The City Council may, upon conclusion of the public hearing, sustain or reverse in whole or in part any said action or order. Notice of the City Council public hearing shall be given by the City Clerk not less than ten (10) days prior to the hearing by first class mail to all property owners within 1,000 feet of the exterior boundaries of the subject property and all owners of record of the subject property at the time of mailing said notice.

15.04.040 Definitions.

Whenever any of the following names or terms are used in the California Building Code or the County of Los Angeles Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section, as follows:

"Board of Appeals" means the Board of Appeals established by Section 105 of said Los Angeles County Building Code.

"Building department" means the entities charged by resolution of the City Council with the responsibility of administering the building code for the City.

"Building official" means the persons charged by resolution of the City Council with the responsibility of administering the building code for the City.

"City" means the City of Rolling Hills.

"City Engineer" means the persons charged by resolution of the City Council with the responsibility of performing the functions of city engineer for the City.

"County," "County of Los Angeles" or "unincorporated territory of the County of Los Angeles" means the City of Rolling Hills.

"Electrical Code" means Chapter 15.16 of this code.

"Existing Building Code" means Chapter 15.24 of this code.

"Fire Code" means Chapter 15.20 of this code.

"Fire zone" means the fire zone adopted by an ordinance creating and establishing fire zones or where no such fire zones have been adopted by the City of Rolling Hills, shall mean very high fire hazard severity zone (VHFHSZ).

"General fund" means the City Treasury of the City of Rolling Hills.

"Green Building Standards Code" means Chapter 15.22 of this code.

"Health Code" or "Los Angeles County Health Code" means Chapter 8.04 of this code.

"Health Officer" means the Health Officer of the City of Rolling Hills.

"Mechanical Code" means Chapter 15.12 of this code.

"Plumbing Code" means Chapter 15.08 of this code.

"Residential Code" means Chapter 15.18 of this code.

15.04.050 - Fees.

Notwithstanding the provisions of Section 15.04.010, the Building Code is amended by increasing the amount of each and every fee set forth in the Building Code, to a sum set by resolution of the City Council, including a park and recreation fee.

15.04.060 Section 202 amended.

Section 202 of the Building Code, regarding the definition of a basement, is amended to read as follows:

BASEMENT is any floor level below the first story of the primary residence, including an attached garage. Except for walls within light wells, basement walls across any elevation may not exceed a height of five (5) feet above finished grade at any point immediately adjacent to the basement exterior, and shall have no greater than an average of two and one-half (2½) feet exterior height. Basement well(s) shall be incorporated into the overall design of the building so that it does not give an appearance of a separate story.

15.04.070 Section 202 amended.

Section 202 of the Building Code, regarding the definition of a story, is amended to read as follows:

STORY is that portion of a building included between the upper surface of any floor and the ceiling or roof above it. There shall be no story on top of another, except as permitted in Section 17.16.080 of the Zoning Ordinance.

15.04.080 Amending Appendix J Grading, Section J103 PERMITS REQUIRED

Section J103.2 Exemptions is amended to read as follows:

8. An excavation that does not exceed 50 cubic yards and complies with one of the following conditions and as shown in Figure J103.2:
 - (a) Is less than 2 feet (0.6 m) in depth.
 - (b) Does not create a cut slope greater than 5 feet (1.5 m) measured vertically upward from the cut surface to the surface of the natural grade and is not steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Section J103.2 Fill, Exemption 9 is amended to read as follows:

9. A fill not intended to support a structure that does not obstruct a drainage course and complies with one of the following conditions and as shown in Figure J103.2:
 - (a) Is less than 1 foot (0.3 m) in depth and is placed on natural terrain with a slope flatter than 5 units horizontal to 1 unit vertical (20 percent slope).

- (b) Is less than 3 feet (0.9 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 50 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
- (c) Is less than 5 feet (1.5 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 20 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Section J103.6 Compliance with Zoning Code is amended to read as follows:

The Building Official may refuse to issue a grading permit for work on a site if either the proposed grading or the proposed land use for the site shown on the grading plan application does not comply with the provisions of Title 17 of the Rolling Hills Municipal Code (Zoning).

15.04.090 Amending Section J106.1 Maximum cut slopes.

The slope of cut surfaces shall be no steeper than is safe for the intended use and shall be no more than one unit vertical to two units horizontal (50 percent slope), unless the owner, or the owner’s authorized agent, receives a variance for a steeper slope from the Planning Commission of the City of Rolling Hills and furnishes a geotechnical or an engineering geology report, or both, justifying a steeper slope. The reports must contain a statement by the Geotechnical Engineer or Engineering Geologist that the site was investigated and an opinion that a steeper slope will be stable and will not create a hazard to public or private property, in conformance with the requirements of Section 111. Notwithstanding the provisions of this section, the Building Official may require the slope of cut surfaces to be less than 50 percent, if the Building Official finds it necessary for the stability and safety of the slope.

Exceptions:

The slope of a cut surface may be permitted to be as steep as 1.5 units horizontal to one unit vertical (67 percent) only if all of the following conditions are met:

1. It is not intended to support structures or surcharges.
2. It is approved by the Planning Commission of the City of Rolling Hills.
3. It is adequately protected against erosion.
4. It is no more than 8 feet (2438 mm) in height.
5. It is approved by the Building Official.
6. Ground water is not encountered.

15.04.100 - Section J106.2 added.

Section J106 is amended to add subsection J106.2 to read as follows:

Section J106.2 DRIVEWAYS. Driveways which provide access from any lot or parcel of land to any of the private roads in the City of Rolling Hills which are maintained by the Rolling Hills Community Association shall be so constructed that the first twenty (20) feet of said driveway, measured from the

edge of the paved portion of said private road, shall not be steeper in grade than seven percent (7%). All new and relocated driveways require approval of the City of Rolling Hills Traffic Commission prior to construction.

15.04.110 Section J106.3 added.

Section J106 is amended to add subsection J106.3 to read as follows:

J106.3 BALANCED CUT AND FILL RATIO

Adherence to balanced cut and fill ratio is an important policy of the City and furthers the goals and objectives of its General Plan, except that export of soil generated from construction of basements and other excavation activities, promotes the preservation of natural terrain of the property. A project, which does not include excavation, may deviate from balanced cut and fill only under unusual circumstances related to the size, shape, topography or other physical conditions of the property that qualify it for a variance pursuant to Municipal Code Section 17.38.050.

1. No import of soil shall be permitted to any lot in the City, except where a variance pursuant to Chapter 17.38 has been approved.
2. No export of soil shall be permitted from any lot in the City, except where the soil is generated from an excavation activity, as defined in Municipal Code Section 17.12.050 or where a variance pursuant to Chapter 17.38 has been approved. Export of soil must comply with City refuse diversion requirements.
3. No grading plan for which a permit is required shall be approved unless the amount of soil to be cut from the site equals the amount of soil to be filled on the site, except where the soil is generated from an excavation activity or where a variance pursuant to Chapter 17.38 has been approved.
4. The City Manager, or his or her designee, may grant an exception to the requirements of parts 1 and 2 of this subsection to allow for the import or export of soil not to exceed 500 cubic yards if he or she finds, based upon written reports and other information submitted, that all of the following conditions are present:
 - (a) The project does not require discretionary review (a cut that is three feet or less, or a fill that is three feet or less and where the activity covers 2,000 square feet or less of surface area), and
 - (b) That the need to import or export the soil could not have been foreseen prior to commencement of construction.
5. The City Manager or his or her designee may grant an exception to the requirements of parts 1 and 2 of this subsection to allow for the import or export of soil not to exceed 500 cubic yards for remedial repair of the lot that has eroded, and of hillside or trail if he or she finds, based upon written reports and other information submitted, that all of the following conditions are present:
 - (a) The project does not require discretionary review (a cut that is three feet or less, or a fill that is three feet or less and where the activity covers 2,000 square feet or less of surface area);
 - (b) The import or export of soil is no greater than necessary to avoid a threat of land subsidence or other imminent danger; and

(c) A professionally prepared drainage plan for permanent repair shall be required if the erosion is re-occurring and if/when the amount of dirt requested, when added to the amount of dirt used in previous years, exceeds a total of 500 cubic yards.

15.04.120 Amending Section J107.6 Maximum Slope.

The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes steeper than 1 unit vertical to 2 units horizontal (50 percent slope) shall not be permitted unless the owner receives a variance for a steeper fill slope from the Planning Commission of the City of Rolling Hills, pursuant to the provisions of Title 17 of the Municipal Code. Such slopes shall be justified by geotechnical reports conforming with the requirements of Section 111, containing a statement by the Geotechnical Engineer that the site has been investigated and an opinion that a steeper fill slope will be stable and will not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the Building Official determines that such information is necessary to verify the stability and safety of the proposed slope. The Building Official may require the fill slope to be constructed with a face flatter in slope than 2 units horizontal to 1 unit vertical (50 percent slope) if the Building Official finds it necessary for stability and safety of the slope.

15.04.130 Section J107.10 added.

Section J107, FILLS, is amended by adding subsection J107.10 to read as follows:

J107.10 BALANCED CUT AND FILL RATIO

Adherence to balanced cut and fill ratio is an important policy of the City and furthers the goals and objectives of its General Plan, except that export of soil generated from construction of basements and other excavation activities, promotes the preservation of natural terrain of the property. A project, which does not include excavation, may deviate from balanced cut and fill only under unusual circumstances related to the size, shape, topography or other physical conditions of the property that qualify it for a variance pursuant to Municipal Code Section 17.38.050.

1. No import of soil shall be permitted to any lot in the City, except where a variance pursuant to Chapter 17.38 has been approved.
2. No export of soil shall be permitted from any lot in the City, except where the soil is generated from an excavation activity, as defined in Municipal Code Section 17.12.050 or where a variance pursuant to Chapter 17.38 has been approved. Export of soil must comply with City refuse diversion requirements.
3. No grading plan for which a permit is required shall be approved unless the amount of soil to be cut from the site equals the amount of soil to be filled on the site, except where the soil is generated from an excavation activity or where a variance pursuant to Chapter 17.38 has been approved.
4. The City Manager, or his or her designee, may grant an exception to the requirements of parts 1 and 2 of this subsection to allow for the import or export (other than from excavation activities), of soil not to exceed 500 cubic yards if he or she finds, based upon written reports and other information submitted, that all of the following conditions are present:

- (a) Construction of a structure on the lot or parcel has commenced,

(b) That the need to import or export the soil could not have been foreseen prior to commencement of construction, and

(c) That either the structure, as approved, cannot be completed without the requested import or export of soil or that an emergency condition exists due to the threat of land subsidence or other imminent danger.

5. The City Manager or his or her designee may grant an exception to the requirements of parts 1 and 2 of this subsection to allow for the import or export of soil not to exceed 500 cubic yards for remedial repair of an area of the lot that has eroded, is on a hillside or a trail if he or she finds, based upon written reports and other information submitted, that all of the following conditions are present:

(a) The project does not require discretionary review (a cut that is three feet or less, or a fill that is three feet or less and where the activity covers 2,000 square feet or less of surface area).

(b) The import or export of soil is no greater than necessary to avoid a threat of land subsidence or other imminent danger.

(c) A professionally prepared drainage plan for permanent repair shall be required if the erosion is re-occurring and if/when the amount of dirt requested, when added to the amount of dirt used in previous years, exceeds a total of 500 cubic yards.

15.04.140 Amending Section J101.2 Flood Hazard areas.

Notwithstanding the provisions of Section 15.04.010 of this chapter, the Building Code is amended by requiring that in addition to Section J101.2, all new construction and substantial improvements proposed to be built in a flood-prone area, as determined in accordance with Section 8.36.050 of the Rolling Hills Municipal Code (RHMC), is subject to the floodplain management regulations set forth in Chapter 8.36 of the RHMC.

15.04.150 Violations and penalties.

A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or portion thereof or perform any grading in the City of Rolling Hills, or cause the same to be done, contrary to or in violation of any of the provisions of this code.

B. Penalty. Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 2. Chapter 15.08 (PLUMBING CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.08.010 Adoption of Plumbing Code.

Except as hereinafter provided, Title 28, Plumbing Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Plumbing Code, 2019 Edition (Part 5 of Title 24 of the California Code of Regulations), is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Plumbing Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Plumbing Code, 2019 Edition, Title 28 of the Los Angeles County Code, or any amendment to the Plumbing Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2019 Edition, has been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.08.020 Definitions.

Whenever any of the following names of terms are used in the California Plumbing Code and the Los Angeles County Plumbing Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section, as follows:

"City" means the City of Rolling Hills.

"County," "County of Los Angeles" or "unincorporated territory of the County of Los Angeles" means the City of Rolling Hills.

15.08.030 Fees.

Notwithstanding the provisions of Section 15.08.010, the Plumbing Code is amended by increasing the amount of each and every fee set forth in the Plumbing Code to a sum set by resolution of the City Council.

15.08.040 Violations and penalties.

Every person, firm, or corporation violating any of the provisions of the Plumbing Code of the City of Rolling Hills shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued, or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment.

The provisions of this section are in addition to and independent of any sanctions, penalties or costs which are or may otherwise be imposed for a violation of the Rolling Hills Municipal Code.

SECTION 3. Chapter 15.12 (MECHANICAL CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.12.010 Adoption of Mechanical Code.

Except as hereinafter provided, Title 29, Mechanical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Mechanical Code, 2019 Edition (Part 4 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Mechanical Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Mechanical Code, 2019 Edition, Title 29 of the Los Angeles County Code, or any amendment to the Mechanical Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.12.020 Definitions.

Whenever any of the following names or terms are used in the California Mechanical Code or the County of Los Angeles Mechanical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section, as follows:

"City" means the City of Rolling Hills.

"County," "County of Los Angeles" or "unincorporated territory of the County of Los Angeles" means the City of Rolling Hills.

15.12.030 Fees.

Notwithstanding the provisions of Section 15.12.010, the Mechanical Code is amended by increasing the amount of each and every fee set forth in the Mechanical Code to a sum set by resolution of the City Council.

15.12.040 Violations and penalties.

A. It shall be unlawful for any person, firm, or corporation to erect, install, alter, repair, relocate, add to, replace, use or maintain heating, ventilating, cooling, or refrigeration equipment in the jurisdiction, or cause the same to be done, contrary to or in violation of any of the provisions of Mechanical Code of the City of Rolling Hills. Maintenance of equipment which was unlawful at the time it was installed, and which would be unlawful under this Code if installed after the effective date of this Code, shall constitute a continuing violation of this Code.

B. Any person, firm or corporation violating any of the provisions of the Mechanical Code of the City of Rolling Hills shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued, or permitted. Upon conviction, such person may be punished by a fine not to exceed one

thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this section are in addition to and independent of any sanctions, penalties or costs which are or may otherwise be imposed for a violation of the Rolling Hills Municipal Code.

SECTION 4. Chapter 15.16 (ELECTRICAL CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.16.010 Adoption of Electrical Code.

Except as hereinafter provided, Title 27, Electrical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Electrical Code, 2019 Edition (Part 3 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Electrical Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Electrical Code, 2019 Edition, Title 27 of the Los Angeles County Code, or any amendment to the Electrical Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.16.020 Definitions.

Notwithstanding the provisions of Section 15.16.010 of this chapter, whenever any of the following names or terms are used in the Electrical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

“City” means the City of Rolling Hills.

"County," "County of Los Angeles" or "unincorporated area of the County of Los Angeles" means the City of Rolling Hills.

15.16.030 Electrical Code fees.

Notwithstanding the provisions of Section 15.16.010, fees for plan check, inspection, and all other miscellaneous services shall be based on the fee schedule set forth by Title 27 of the Los Angeles County Code, Fees, as approved by resolution of the City Council.

15.16.040 Violations and Penalties.

Every person, firm, or corporation violating any of the provisions of the Plumbing Code of the City of Rolling Hills shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued, or permitted. Upon conviction, such person may be punished by a fine not to exceed one

thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment.

The provisions of this section are in addition to and independent of any sanctions, penalties or costs which are or may otherwise be imposed for a violation of the Rolling Hills Municipal Code.

SECTION 5. Chapter 15.18 (RESIDENTIAL CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.18.010 Adoption of Residential Code.

Except as herein provided, Title 30, Residential Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Residential Code, 2019 Edition (Part 2.5 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Residential Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Residential Code, 2019 Edition, Title 30 of the Los Angeles County Code, or any amendment to the Residential Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 30 of the Los Angeles County Code and the California Residential Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.18.020 Definitions.

Notwithstanding the provisions of Section 15.18.010, names or terms that are used in this code shall be deemed and construed to have the meaning ascribed to it in Section 15.04.040 of Title 15 of the Rolling Hills Municipal Code.

15.18.040 Fees.

Notwithstanding the provisions of Section 15.18.010, the fees set forth for this code shall be the same as the fees prescribed for the Building Code in Section 15.04.050 of Title 15 of the Rolling Hills Municipal Code.

15.18.050 Violations and penalties.

A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City, or cause the same to be done, contrary to or in violation of any of the provisions of the Residential Code of the City of Rolling Hills.

B. Penalty. Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every

day or portion thereof during which any violation is committed, continued or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 6. Chapter 15.22 (GREEN BUILDING STANDARDS CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

Section 15.22.010 Adoption of Green Building Standards Code.

Except as hereinafter provided, Title 31, Green Building Standards Code, of the Los Angeles County Code, as amended and in effect on January 1, 2020, adopting the California Green Building Standards Code, 2019 Edition (Part 11 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known and may be cited as the Green Building Standards Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Green Building Standards Code, 2019 Edition, Title 31 of the Los Angeles County Code, or any amendment to the Green Building Standards Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 31 of the Los Angeles County Code and the California Green Building Standards Code, 2019 Edition, have been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.22.020 Definitions.

Notwithstanding the provisions of Section 15.22.010, names or terms that are used in this code shall be construed to have the meaning ascribed to them in the Los Angeles County Green Building Standards Code or in Section 15.04.040 of Title 15 of the Rolling Hills Municipal Code, as appropriate.

15.22.030 Water budget.

Notwithstanding the provisions of Section 15.22.010, section 4.304 of the Green Building Standards Codes is amended to add section 4.304.2 to read as follows:

4.304.2. Water Budget. A water budget shall be developed for landscape irrigation use installed in conjunction with new construction and new or redeveloped landscaping that conforms to the local water efficient landscape ordinance in Chapter 13.18 of Title 13 of the Rolling Hills Municipal Code.

15.22.040 Low-impact development.

Notwithstanding the provisions of Section 15.22.010, section 4.106.5 of the Green Building Standards Codes is amended to read as follows:

4.106.5. Low-impact development. New development or additions or alteration to existing developed sites shall comply with the Storm Water Management and Pollution Control Ordinance, Chapter 8.32 of Title 8 of the Rolling Hills Municipal Code.

15.22.050 Fees.

Notwithstanding the provisions of Section 15.22.010, the fees set forth for this code shall be the same as the fees prescribed by resolution of the City Council for the Building, Electrical, Plumbing, Mechanical, Residential, and Fire Codes of Title 15 of the Rolling Hills Municipal Code.

15.22.060 Violation and penalties.

A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City, or cause the same to be done, contrary to or in violation of any of the provisions of the Green Building Standards Code of the City of Rolling Hills.

B. Penalty. Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 7. Chapter 15.24 (EXISTING BUILDING CODE) of Title 15 of the Rolling Hills Municipal Code is hereby amended in its entirety to read as follows:

15.24.010 Adoption of Existing Building Code.

Except as herein provided, Title 33, Existing Building Code of the Los Angeles County Code, in effect on January 1, 2020 adopting the California Green Building Standards Code, 2019 Edition (Part 10 of Title 24 of the California Code of Regulations) is hereby adopted and incorporated by reference, as if fully set forth below, and shall be known as the Existing Building Code of the City of Rolling Hills.

In the event of any conflict between provisions of Title 33, Existing Building Code of the Los Angeles County Code, 2020 Edition, or any amendment to the Existing Building Code contained in the Rolling Hills Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 33 of the Existing Building Code, has been deposited in the office of the City Clerk of the City of Rolling Hills and shall be at all times maintained by the City Clerk for use and examination by the public.

15.24.020 Definitions.

Notwithstanding the provisions of Section 15.24.010, names or terms that are used in this code shall be construed to have the meaning ascribed to them in Section 15.04.040 of Title 15 of the Rolling Hills Municipal Code.

15.24.030 Fees.

Notwithstanding the provisions of Section 15.24.010, the fees set forth for this code shall be the same as the fees prescribed for the Building Code in Section 15.04.050 of Title 15 of the Rolling Hills Municipal Code.

15.24.040 Violations and penalties.

A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City of Rolling Hills, or cause the same to be done, contrary to or in violation of any of the provisions of this code.

B. Penalty. Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued or permitted. Upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 8. Justification for Modification. Pursuant to sections 17958.7 and 18941.5 of the California Health & Safety Code, the Council hereby finds that the changes and modifications to the California Building Standards Code adopted herein through amendments to the state Building Code, Plumbing Code, Mechanical Code, Electrical Code, Residential Code, Green Building Standards Code and Existing Building Code are reasonably necessary because of specified local climatic, geological or topographical conditions. The City is located in a Very High Fire Hazard Severity Zone in Southern California where the local climate is characterized by hot, dry summers, often resulting in drought conditions, followed by strong Santa Ana winds, often resulting in hazardous fire conditions, as well as heavy winter rains, often resulting in expansive soil conditions. The City also has relatively hilly topography in an area characterized by geological instability.

SECTION 9. Statement of Urgency. The City Council declares that it is necessary to the public peace, safety, and welfare that this ordinance be adopted as an urgency measure, to take effect immediately by a four-fifths vote of the Council. It is essential that the City have in effect at the earliest possible date building standards which contain those modifications necessitated by the area's local topographic, geologic, and climatic conditions. In the absence of immediate effectiveness, building permits may be issued for construction that does not adhere to the necessary modified standards, to the detriment of the public health, safety, and welfare.

SECTION 10. CEQA. This Ordinance has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines Section 15061 (b)(3) because it is not a project that has the potential for causing a significant effect on the environment.

SECTION 11. Severability. If any provision of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect any remaining provision hereof. The City Council of the City of Rolling Hills hereby declares that it would have adopted this ordinance despite any partial invalidity of its provisions.

SECTION 12. Effective Date. Pursuant to Government Code section 36937, this ordinance shall take effect upon adoption by a four-fifths vote of the city council.

SECTION 13. Notice and Filing. The City Clerk shall certify as to the adoption of this ordinance and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933 and shall file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED this 27^h day of January 2020.

LEAH MIRSCH, MAYOR

ATTEST:

YOHANA CORONEL
CITY CLERK

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

I certify that the foregoing Ordinance No. 366-U entitled:

AN ORDINANCE OF THE CITY OF ROLLING HILLS ADOPTING BY REFERENCE TITLE 26 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA BUILDING CODE, 2019 EDITION), TITLE 27 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2019 EDITION), TITLE 28 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA PLUMBING CODE, 2019 EDITION), TITLE 29 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2019 EDITION), TITLE 30 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2019 EDITION), TITLE 31 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION), TITLE 33 OF THE LOS ANGELES COUNTY CODE (INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION); MAKING LOCAL AMENDMENTS TO SAID CODES; DECLARING THE URGENCY THEREOF; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

was approved and adopted at a regular meeting of the City Council on January 27, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Administrative Offices.

YOHANA CORONEL
CITY CLERK

SIGNIFICANT CHANGES

2020 County of Los Angeles California Residential Code

R101.2	Language added to allow certain types of small care facilities to be regulated under the CRC. The language now aligns with the related scoping provisions of the CBC.
R106.1.5	Newly added requirement for exterior balconies and elevated walking surfaces exposed to water from direct or blowing rain, snow or irrigation. Plans shall include details for all elements of the impervious moisture barrier system. Manufacturer’s installation instructions shall be included in the construction documents.
R109.1.5.3	Newly added requirement. All elements of the moisture barrier system required by CRC, R106.1.5 shall not be concealed until inspected and approved.
R202	Provides newly added or revised definitions, including access, ready access, crawl space and new terms relating to solar energy.
R301.2.2.1	Seismic Design Category; a revised seismic map potentially allows a lower seismic design category based on determination of soil type.
R301.2.2.6	The irregular building section of the code has been rearranged for greater ease of use. No technical changes were intended by the reformat.
R302.1	Fire-resistant construction of exterior walls: language has been added to the associated tables to offer additional options for fire rating the underside of projections. Changes to the footnotes of associated tables has been added to clarify alternative compliance methods in lieu of fire rating the underside of projections.
R302.2	Walls separating townhouses; former code language referred only to a “common wall”. New language has been added to address the common construction method of using 2 separate walls between units.

R302.3	A new reference to section 703.3 of the CBC has been added which provides alternatives for determining the fire-resistance rating of wall and floor/ceilings assemblies for separation of dwelling units.
R302.4.2	Listed Luminaires that have been tested for the application are specifically permitted for fire-resistant-rated ceiling membrane penetrations.
R302.5	An automatic-closing device is now permitted as an alternative to a self-closing device for the door between the garage and dwelling.
308.4.7	Figure R308.4.7 has been amended to better demonstrate hazardous glazing locations at bottom stair landings.
R310.1	Under certain conditions, sleeping rooms in a basement can be compliant without an emergency escape and rescue opening within the room.
R310.3	A change in terminology replaces "Bulkhead Enclosures" with "Area Wells" and provisions for ladders and steps for area wells have been added to better describe their function and clarify the application of the code.
R311.7.3	The maximum rise of a flight of stairs has been increased from 147 to 151 inches (12'7").
R311.7.11, R311.7.12	Alternating tread devices and ships ladders are now allowed as a means of egress component to a loft or similar area of 200 gross square feet or less, provided that such devices do not provide exclusive access to a kitchen or bathroom.
R317.1.6	Enclosed framing in exterior balconies and elevated walking surfaces that are exposed to rain or drainage are now required to be vented.
R317.3	Staples in preservative-treated wood and fire-retardant-treated wood are now required to be made of stainless steel.
R324.4.1.1- R324.4.1.2	Revised requirements for design of live loads, dead loads and wind loads for roofs containing photovoltaic panel systems.
R507	Exterior decks. The bulk of this section has been reorganized, and now includes provisions for deck foundations and connections thereto.
R703.3.1	New provisions have been added to address the construction of exterior soffits at roof eaves.

R802.4	Several subsections have been rewritten to clarify conventional framing requirements for ridges, hips, valleys, rafters, rafter ties, ceiling joists, and purlins.
R802.5.2.1	Newly added code provision: wood structural panel roof sheathing may cantilever nine inches beyond the supporting gable end wall without support.
R806.2	Clarifies that net free ventilation may be less than 1/150 only if both required conditions are met. and added Language been revised to indicate that lower vents must be located in the bottom 1/3 of the attic space, matching CBC language.
R806.5	Adds subsection 5.2 as an alternative path for un-vented attic and rafter assemblies. The new option is limited to climate zones 3-15 and has 10 requirements to address in the installation of air-permeable insulation.
R905.17	New code section; although building integrated photovoltaic (BIPV) shingles are already regulated by the code, BIPV panels have not been included until now. Additionally, a new definition for BIPV is added in Chapter 2 and new text in R324 points to the technical requirements in this section.
R1005.8	Factory-built chimneys are now required to have an insulation shield where passing through insulated assemblies to help protect against the start of a fire from the chimney.
Appendix Q	This new appendix chapter contains limited provisions for tiny house construction. Tiny homes must comply with all relevant CRC provisions, except as modified in this appendix. Appendix Q provides a number of reduced requirements relating to ceiling height and access/egress from lofts
Appendix S	Adds seven new figures illustrating strawbale wall systems and their components. Tables have been updated and sections AS106.2 "Building Limitations", AS106.12.3 "Roof-Bearing Assembly", AS10612.3.1 "Roof-Bearing Assembly Spanning Openings", AS106.15 Post-and-Beam with Strawbale Infill" have been added to this section.

2020 County of Los Angeles Green Building Standards Code and 2019 CALGreen Summary

The 2019 State of California Green Building Standards Code (2019 CALGreen) becomes effective January 1, 2020. This Code continues to regulate the construction of residential and non-residential buildings for the purpose of improving public health, safety and general welfare. This is accomplished by enhancing the design and construction of buildings to reduce their negative impact on the environment and encouraging sustainable construction practices in the following categories:

1. Planning and Design
2. Energy Efficiency
3. Water Efficiency
4. Material Conservation
5. Environmental Quality

The 2019 CALGreen is divided into two main parts: mandatory requirements and voluntary measures. The mandatory requirements as adopted by the State represent the minimum code requirements to be enforced as building standards. The voluntary measures were created to both provide a guide for designers to construct in a more sustainable manner, and to provide measures for local jurisdictions to adopt as mandatory at their discretion. The voluntary measures are guidelines to construct "CALGreen Tier 1" or "CALGreen Tier 2" buildings.

On January 1, 2020 the County of Los Angeles will be adopting amendments which will enact more stringent requirements than those required by the State. Included is a comparison of the 2019 CALGreen requirements and the 2020 County of Los Angeles amendments.

SCOPE

<u>BUILDING TYPES COVERED</u>	
2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
All newly constructed residential buildings, and additions and alterations to residential buildings that increase the building's conditioned area, volume, or size, shall comply with Chapter 4.	<p>All newly constructed residential buildings 6 stories or less, and all additions and alterations to residential buildings, shall comply with Chapter 4.</p> <p>All newly constructed residential buildings 7 stories or greater shall comply with Chapters 5 and A5, where applicable.</p>
All newly constructed non-residential buildings and additions/alterations to non-residential buildings (>\$200,000 or >1000 SF) shall comply with Chapter 5.	<p>All newly constructed non-residential buildings and additions/alterations to non-residential buildings (>\$200,000/ >1000 SF) shall comply with Chapter 5.</p> <p>No amendments proposed.</p>
Chapters A4 and A5 remain voluntary.	<p>Newly constructed non-residential buildings that are 25,000 square feet or more shall comply with the CALGreen Tier 1 requirements in Chapter A5.*</p> <p>Newly constructed residential buildings 7 stories or more and greater than 25,000 square feet shall comply with CALGreen Tier 1 requirements in Chapter A5.*</p>

*Tier 1 requirements are outlined below.

RESIDENTIAL MANDATORY MEASURES

<u>PLANNING AND DESIGN</u>	
2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
Storm water drainage and retention during construction shall be managed to prevent flooding and erosion.	LA County will continue to enforce its BMP requirements regarding storm water drainage, retention and management.
Post development grading and paving shall manage surface waters.	Require compliance with Title 12 of the County Code of Regulations Low Impact Development (LID) and the County's updated MS4 permit.
Electric vehicle charging infrastructure shall be provided for new residential construction.	<p>New one-and two-family dwellings – infrastructure and complete branch circuit for EV charging equipment to be installed</p> <p>New multifamily dwellings – 35% of total parking as follows: 25% of total parking require infrastructure for future EV charging equipment to be installed, and 10% of total parking shall have infrastructure and the EV charging station installed.</p> <p>Hotels and motels - 30% of total parking as follows: 25% of total parking require infrastructure for future EV charging equipment to be installed, and 5% of total parking shall have infrastructure and the EV charging station installed. Required EVCS shall be Level 2 or Level 3 (DC Fast Charge)</p>
Cool Roof – All requirements are voluntary, unless required by the 2019 Energy Efficiency Standards.	Tier 2-level cool roof required for all new roofing material.

<u>ENERGY EFFICIENCY</u>	
2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
Compliance with the newly adopted 2019 Energy Efficiency Standards.	<p>Compliance with the newly adopted 2019 Energy Efficiency Standards.</p> <p>No amendments proposed.</p>

WATER EFFICIENCY AND CONSERVATION

2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
Landscape area greater than 500 square feet shall comply with the State Model Water Efficient Landscape Ordinance (MWELO).	Landscape area greater than 500 square feet shall comply with the State Model Water Efficient Landscape Ordinance (MWELO). No amendments proposed.

MATERIAL CONSERVATION

2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
Divert 65 percent of construction and demolition debris from landfills.	Divert 65 percent of construction and demolition debris from landfills. No amendments proposed.

ENVIRONMENTAL QUALITY

2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
No significant changes to existing requirements.	No amendments proposed.

NON-RESIDENTIAL MANDATORY MEASURES

<u>PLANNING AND DESIGN</u>	
2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
Storm water drainage and retention during construction shall be managed to prevent flooding and erosion.	LA County will continue to enforce its BMP requirements regarding storm water drainage, retention and management.
Post development grading and paving shall manage surface waters.	Require compliance with Title 12 of the County Code of Regulations Low Impact Development (LID) and the County's updated MS4 permit.
Electric vehicle charging infrastructure shall be provided for new construction.	New construction - 30% of total parking as follows: 25% of total parking require infrastructure for future EV charging equipment to be installed, and 5% of total parking shall have infrastructure and the EV charging station installed. Required EVCS shall be Level 2 or Level 3 (DC Fast Charge).
Cool Roof – All requirements are voluntary, unless required by the 2019 Energy Efficiency Standards.	Tier 2-level cool roof required for all new roofing material.

<u>ENERGY EFFICIENCY</u>	
2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
Compliance with the newly adopted 2019 Energy Efficiency Standards.	Compliance with the newly adopted 2019 Energy Efficiency Standards. No amendments proposed.

<u>WATER EFFICIENCY AND CONSERVATION</u>	
2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
Water conserving plumbing fixtures and fittings shall be installed.	Water conserving plumbing fixtures and fittings shall be installed.

	No amendments proposed.
Landscape area greater than 500 square feet shall comply with the State Model Water Efficient Landscape Ordinance (MWELo).	Landscapes above the State threshold shall comply with MWELo. No amendments proposed.

<u>MATERIAL CONSERVATION</u>	
2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
Divert 65 percent of construction and demolition debris from landfills.	Divert 65 percent of construction and demolition debris from landfills. No amendments proposed

<u>ENVIRONMENTAL QUALITY</u>	
2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
No significant changes to existing requirements.	No amendments proposed.

TIER 1 REQUIREMENTS

<u>BUILDING TYPES COVERED</u>	
2019 CALGreen	2020 County of Los Angeles Green Building Standards Code
<u>Division A5.1</u> Remains voluntary.	<u>Division A5.1</u> 10 percent of the parking to be designated as fuel efficient. Comply with one additional measure from Division A5.1.
<u>Division A5.2</u> Remains voluntary.	<u>Division A5.2</u> Remains voluntary.
<u>Division A5.3</u> Remains voluntary.	<u>Division A5.3</u> Indoor potable water usage to be reduced by 12 percent. Comply with one additional measure from Division A5.3.
<u>Division A5.4</u> Remains voluntary.	<u>Division A5.4</u> Materials shall have a 10 percent recycled content based on the value of all installed materials. Comply with one additional measure from Division A5.4.
<u>Division A5.5</u> Remains voluntary.	<u>Division A5.5</u> 90 percent of resilient flooring to be low-VOC. All thermal insulation shall be low-VOC Comply with one additional measure from Division A5.5.
<u>Division A5.6</u> Remains voluntary.	<u>Division A5.6</u> Comply with one additional measure from any Division.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.A
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ALAN PALMERO , PROJECT MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES TO PREPARE ADA IMPROVEMENT PLANS FOR ROLLING HILLS CITY HALL.

DATE: January 27, 2020

BACKGROUND:

Preparation of the ADA Transition Plan began in 2017 when the City authorized the California Joint Powers Insurance Authority (CPJIA) to hire a consultant on its behalf to draft an ADA Transition Plan. The consultant hired, Disability Access Consultants Corp (DAC) was engaged and performed a site inspection of City Hall building and access and based on this site inspection prepared an Accessibility Survey Transition Plan.

January 14, 2019, City staff provided an update to City Council on the status of the Accessibility Survey Transition Plan, use of this transition plan and the associated database, and the next steps.

In December 2019, based on the Accessibility Survey Transition Plan, the City released an RFP for Architectural and Engineering Design Services to prepare ADA Improvement Plans for Rolling Hills City Hall, excluding building exterior path of travel.

DISCUSSION:

On December 2, 2019, staff advertised a Request for Proposal (RFP) for professional consultant firms to submit proposals to provide Architectural and Engineering Design services to prepare ADA Improvement Plans for City Hall Building. The proposer applying should have significant experience in providing the services required under this RFP and performing the necessary analysis and preparing reports of findings and recommendations. The objective of this Project is to address ADA non-compliant facilities and prepare construction documents for improvements to bring City Hall Building in compliance with ADA requirements.

On January 13, 2020, four (4) proposals were received. Each proposal was evaluated by and ranked based the proposer's expertise, experience; project approach, use of resources, and dedication of staff (schedule). Based on the RFP'S evaluation criteria Pacific Architecture and Engineering, Inc. was identified as being the most qualified firm that submitted proposals for this RFP based on their overall experience with Municipalities and previous ADA compliance work.

It is staff's recommendation to award the Architectural and Engineering Design Services to prepare ADA Improvement Plans for Rolling Hills City Hall to Pacific Architecture and Engineering, Inc. for an amount of \$32,317.29 plus \$4,426.87 for the optional space planning service, for a total not to exceed amount of \$36,744.16.

FISCAL IMPACT

The project is budgeted under the Capital Improvement Program FY / 2019-2020. The Architectural and Engineering Design Services to prepare ADA Improvement Plans for Rolling Hills City Hall Professional Services Agreement in the amount of \$ XXXXXX will be appropriated from the General Fund account number 100-67-671-6115.

RECOMMENDATION:

Staff recommends that the City Council move to award the Professional Services Agreement to Pacific Architecture and Engineering, Inc. for Architectural and Engineering Design Services to prepare ADA Improvement Plans and Space Planning for Rolling Hills City Hall for an amount of \$36,744.16.

ATTACHMENTS:

[20200113_RHADA_PAC_fee_corr.pdf](#)

PACIFIC ARCHITECTURE AND ENGINEERING HOURLY FEE PROPOSAL

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

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

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



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

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

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



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

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





Agenda Item No.: 7.B
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE A CONTRACT CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH PCI FOR THE FY 2019-2020 TRAFFIC SIGNING, STRIPING, AND PAVEMENT MARKING PROJECT FOR AN AMOUNT OF \$33,205 TO ADD SCOPE OF WORK OUTLINED IN SCHEDULE B.

DATE: January 27, 2020

BACKGROUND:

Roads in Rolling Hills are under the control of the Rolling Hills Community Association (RHCA). RHCA selects streets within the City to be rehabilitated on a regular basis. Typically, RHCA informs staff of the project locations planned for resurfacing and City staff prepares a project specification identifying the linear footage of striping, square footage of pavement markings and their locations, solicits construction bids and manages the implementation of signing, striping and pavement markings.

In March 2019, RHCA repaved four streets: Williamsburg Lane, Lower Blackwater Canyon Road, Middleridge Lane North and Middleridge Lane South. In anticipation of the pavement work, the City conducted an inventory of the signage and striping for the four streets. The inventory was taken to the City Council for approval. In January 2019, the City Council directed staff to remove the replacement of signs as a part of the project and instructed staff to advertise for construction bids to implement the striping. In February and March 2019, City Hall experienced loss of staff and the striping of the four streets was delayed.

In July 2019, the City hired a Project Manager Alan Palermo Consulting (APC) to assist with capital improvement projects including the Fiscal Year 2019-2020 Signing and Striping Project. In September 2019, the RHCA requested changes to the Bulky Item Pick up date scheduled in October 2019 as Crest Road East was contemplated to be rehabilitated. In and around this timeframe, the RHCA also requested to re-stripe existing horse crossings as well as place new striping and signage at other locations inventoried by the RHCA staff. Also in September 2019, a resident requested an evaluation of the intersection Williamsburg Lane and Lower Blackwater Canyon Road.

Assembling the scopes of work outlined above, the Fiscal Year 2019-2020 Signing and Striping Project currently includes the proposed signing and striping of horse crossings, the signing and striping of the four streets (Middleridge Lane North, Middleridge Lane South, Williamsburg Lane and Lower Blackwater Canyon Road), the signing and striping of Crest Road East, and the signage and striping of the proposed all-way stop control at Williamsburg Lane and Lower Blackwater Canyon Road. The project was reviewed by the Traffic Commission on October 3, 2019 and was recommended for approval and advertisement for construction bid.

At the October 14, 2019 City Council Meeting staff received approval of the scope of work for the FY 2019-2020 traffic signing, striping, and pavement marking project and authorization to advertise for construction bids.

Between October and December 2019, APC prepared the project specifications and organized the work using Schedule A and Schedule B. Schedule A includes the signing and striping of the repaved streets (Middleridge Lane North, Middleridge Lane South, Williamsburg Lane, Lower Blackwater Canyon Road and Crest Road East). Schedule B includes the horse crossings and modifications to the intersection of Williamsburg Lane and Lower Black Water Canyon Road from a two-way stop to a four-way stop intersection. The bid was organized as outlined to provide the City flexibility in selecting the scope of work based on pricing. City Council can elect to move forward with Schedule A, or Schedule A and B, or reject all bids. Additionally, the bid also requested the lowest responsive and responsible bidder to serve the City in the next 12 months with the unit prices listed in the bid.

On December 5, 2019, the City published the Request for Bid in a local newspaper as mandated by the State Public Contract Code. On December 19, 2019, the City received two (2) sealed bids. The order ranked the lowest responsive bid for work included in Schedule A and for work included in Schedules A & B are as follows:

Schedule A:

1. PCI \$40,479.50
2. Sterndahl Enterprises Inc. \$70,724.00

Schedules A & B:

1. PCI \$73,684.50
2. Sterndahl Enterprises Inc. \$141,024.00

Staff validated all bids received and determined that PCI is the lowest responsive and responsible bidder. If the City Council elects to move forward with Schedule A, PCI is the lowest responsive and responsible bidder. If the City Council elects to move forward with Schedule B, PCI is the lowest responsive and responsible bidder.

A comparison of PCI's unit prices with the Engineer's Estimate showed on the average, PCI's bid is approximately 2.7 times more than the Engineer's Estimate. Bids are reflective of current market conditions. Comparison of the bids received, the highest bid for Schedule A is approximately 75% more than the lowest bid. The highest bid for Schedule A and B is approximately 91% more than the lowest bid.

In the past four months, City staff received inquiries from residents on the timing of the striping project. Community members also expressed urgency at a recent neighborhood meeting regarding the need to bridge the gap between pavement rehabilitation work and the timing in which striping and signage follow. In conventional cities where the agency has right-of-ways, roadway rehabilitation work are always performed with a general contractor that has a signage/stripping sub-contractor on the team. In this arrangement, the gap between the completion of the asphalt work and the signage and striping is typically one to two weeks. In the case of the four streets paved by RHCA in March 2019, there will be a gap of 10 months assuming signing/stripping takes place in January 2020. In the case of Crest Road East paved by RHCA in October 2019, there will be a gap of three months again assuming signing and striping take place in January 2020.

In response to the community's expressed concern for safety, it is staff's recommendation that the City Council move to award the construction contract to PCI for work included in Schedule A for an amount of \$40,479.50.

Staff was directed by the City Council to solicit pricing from the Los Angeles County Public Works Department for cost estimates for Schedule A and Schedule B.

Staff requested quotes for both Schedules, however, LA County is unable to provide a quote on projects with no plans and details and therefore is unable to provide a quote for Schedule A unless the City pays the County to prepare plans. Preparing plans could take up to between six to 10 months to complete because the request will be put in a queue. Schedule B has more information provided and thus, the County provided the City with a cost estimate of \$44,000 for the proposed scope of work. The City Council considered the County's cost proposal at the January 13, 2020 Council Meeting and directed staff to engage PCI for the work in Schedule B. Because of the title of the agenda item was published for the January 13, 2020 meeting, the City Attorney advised the City Council direct staff to bring back the item to engage PCI for the work in Schedule B via a contract change order.

DISCUSSION:
FISCAL IMPACT

In Fiscal Year 2019-2020, \$40,000 is budgeted in the Traffic Safety Fund for road striping and signage. Schedule A will use the full budgeted amount. The shortfall of \$479.50 from Schedule A will be funded using allocated budget for the tennis court improvement project.

Staff recommends the City Council fund Schedule B work including contingency using funds allocated for the tennis court improvement project.

NOTIFICATION

The Rolling Hills Community Association (RHCA), President of Caballeros, and residents along streets receiving new striping and pavement markings will be notified in advance of the construction activity. The award of a construction contract to PCI by the City Council was announced in the City's blue newsletter mailed on January 22, 2020.

RECOMMENDATION:

Staff recommends that the City Council approve a contract change order to the construction contract with PCI to add work identified in Schedule B of the Request for Bid for an amount of \$33,205 and allocate an additional \$3,320.50 for 10% contingency for a total of \$36,525.50.

ATTACHMENTS:

[Item7A_Attach01_12-19-19__PCI Bid_2019-12-23.pdf](#)
[Item7A_Attach02_12-19-19__Sterndahl Bid_2019-12-23.pdf](#)
[Item7A_Attach03_Construction Agreement for PCI_2019-12-23.doc](#)
[Template Contract Amendment.doc](#)

BID SCHEDULES FOR FY 2019-2020

**REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND**

**INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS**

IN THE CITY OF ROLLING HILLS

Bid Schedule A

Middleridge Lane North
Middleridge Lane South
Upper Blackwater Canyon Road
Williamsburg Lane

For Items 1 -20

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove Existing Sign	2	EA	\$ 100.00	\$ 200.00
2	Install R1-1 Sign	1	EA	\$ 180.00	\$ 180.00
3	Repost Existing Sign	5	EA	\$ 300.00	\$ 1,500.00
4	Install R28 (CA) Sign with Arrow	2	EA	\$ 300.00	\$ 600.00
5	Install W14-1 Sign	2	EA	\$ 300.00	\$ 600.00
6	Install W5-1 Sign	0	EA	\$ —	\$ —
7	Install Type 2 Object Marker	1	EA	\$ 300.00	\$ 300.00
8	Install OM1-3 Object Marker	0	EA	\$ —	\$ —
9	Install W3-1 Sign	0	EA	\$ —	\$ —
10	Install OM4-3 Object Marker	1	EA	\$ 300.00	\$ 300.00
11	Install W1-1 Sign	0	EA	\$ —	\$ —
12	Install W13-1P (15) Sign	0	EA	\$ —	\$ —
13	Install 8" edgeline per Caltrans Standard Plan A20B, Detail 27B	14,050	LF	\$.60	\$ 8,430.00
14	Install Two-Direction No Passing Zone per Caltrans Standard Plan A20A, Detail 22	465	LF	\$ 1.65	\$ 767.25
15	Install Skip Yellow Centerline per Caltrans Standard Plan A20A, Detail 2	2,800	LF	\$.45	\$ 1,260.00
16	Install Ladder Crosswalk per Caltrans Standard Plan A24F	1	EA	\$ 1,200.00	\$ 1,200.00
17	Install White Limit Line per Caltrans Standard Plan A24E	3	EA	\$ 85.00	\$ 255.00
18	Install "STOP" Pavement Marking per Caltrans Standard Plan A24D	3	EA	\$ 85.00	\$ 255.00
19	Install "STOP AHEAD" Pavement Marking per Caltrans Standard Plan A24D	1	EA	\$ 190.00	\$ 190.00
20	Install Blue Raised Reflective Pavement Marker	13	EA	\$ 15.00	\$ 195.00

Bid Schedule A (Continued)

Crest Road East

For Items 21 -37

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21	Remove Existing Sign	13	EA	\$ 100.00	\$ 1,300.00
22	Install R1-1 Sign	12	EA	\$ 300.00	\$ 3,600.00
23	Install R1-3P Sign	12	EA	\$ 300.00	\$ 3,600.00
24	Install R11-4 Sign	1	EA	\$ 300.00	\$ 300.00
25	Install 8" edgeline per Caltrans Standard Plan A20B, Detail; 27B	11,370	LF	\$.60	\$ 6,822.00
26	Install Two-Direction No Passing Zone per Caltrans Standard Plan A20A, Detail; 22	1,195	LF	\$ 1.65	\$ 1,971.75
27	Install Two-Direction No Passing Zone per Caltrans Standard Plan A20A, Detail; 21	160	LF	\$ 1.50	\$ 240.00
28	Install Type D Marker (Two-way yellow retroreflective)	56	EA	\$ 5.00	\$ 280.00
29	Install Skip Yellow Centerline per Caltrans Standard Plan A20A, Detail; 2	4,330	LF	\$.45	\$ 1,948.50
30	Install Basic Crosswalk per Caltrans Standard Plan A24F	2	EA	\$ 750.00	\$ 1,500.00
31	Install White Limit Line per Caltrans Standard Plan A24E	4	EA	\$ 85.00	\$ 340.00
32	Install "STOP" Pavement Marking per Caltrans Standard Plan A24D	5	EA	\$ 85.00	\$ 425.00
33	Install "HORSE XING" Pavement Marking per Caltrans Standard Plan A24D/E	2	EA	\$ 250.00	\$ 500.00
34	Install "STOP AHEAD" Pavement Marking per Caltrans Standard Plan A24D	4	EA	\$ 190.00	\$ 760.00
35	Install "ROAD ENDS 500 FEET" Pavement Marking per Caltrans Standard Plan A24D/E	1	EA	\$ 380.00	\$ 380.00
36	Install "ROAD ENDS" Pavement Marking per Caltrans Standard Plan A24D/E	1	EA	\$ 190.00	\$ 190.00
37	Install Blue Raised Reflective Pavement Marker	6	EA	\$ 15.00	\$ 90.00
TOTAL AMOUNT					\$ 40,479.50

NOTES:

1. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
2. Quantities shown in the above Bid Schedule are estimated quantities for bidding purposes only. Contractor responsible for verifying actual quantities for lump sum bid. Unit prices will be used in the event there is additions and subtractions to the scope of work.

\$ 40,479.50
TOTAL AMOUNT BID IN FIGURES (SCHEDULE A)

\$ Forty Thousand Four Hundred Seventy-Nine and Fifty Cents
TOTAL AMOUNT BID IN WORDS (SCHEDULE A)

In the event of an inconsistency in the total bid amount in figures and the total bid amount in words, the amount in words shall prevail. In the event of an error in the mathematical calculations, the mathematically correct amount shall prevail.

Bid Schedule B

Equestrian Crossings

LOCATION	ADDRESS/ INTERSECTION	NEW OR EXISTING CROSSING	NEEDS TO BE ROUGHED	PAINTING REQUIRED	SIGN WORK REQUIRED	QUANTITY /UNIT	UNIT PRICE	AMOUNT
1	Entrance to Buggy Whip Dr (Crest Rd. West)	New	✓	Yes	No	1 EA	\$2190.00	\$2190.00
2	#5 Johns Canyon	New	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00
3	Crest Road West at #5 (Entrance to Glory Trail)	New	✓	Yes	No	1 EA	\$520.00	\$520.00
4	Entrance to Quail Ridge South (Portuguese Bend Road)	New	✓	Yes	No	1 EA	\$520.00	\$520.00
5	Portuguese Bend/ Crest Rd. West crosswalks on all streets	New	✓	Yes	No	1 EA	\$2,815.00	\$2,815.00
6	Entrance to Georgeff Rd. (Crest Rd. East)	New	✓	Yes	No	1 EA	\$2,190.00	\$2,190.00
7	Caballeros Rd./ Purple Canyon to Willow Springs	New	✓	Yes	No	1 EA	\$520.00	\$520.00
8	Upper Blackwater Road/ Appaloosa Rd.	New	✓	Yes	No	1 EA	\$520.00	\$520.00
9	Entrance to Pine Tree Lane @ Portuguese Bend Rd. street entrance	New	✓	Yes	No	1 EA	\$1,930.00	\$1,930.00
10	Middleridge Lane (at entrance to Sis trail)	New	✓	Yes	No	1 EA	\$1,520.00	\$1,520.00
11	Entrance to Williamsburg Lane/ Middleridge Lane	New	✓	Yes	No	1 EA	\$520.00	\$520.00
12	Saddleback/ Parnelli Trail at #26	New	✓	Yes	No	1 EA	\$520.00	\$520.00
13	Georgeff Road / Fulds Furlong Crossing (Existing)	Existing	✓	Yes	No	1 EA	\$520.00	\$520.00
14	Entrance to Caballeros Rd. (Crest Rd. East) (Existing)	Existing	✓	Yes	No	1 EA	\$520.00	\$520.00

RFB FY 2019-2020 Replacement of Traffic Striping, Pavement Markings, and Traffic Signs

15	Eastfield Trail #49 (Existing)	Existing	✓	Yes	No	1 EA	\$520.00	\$ 520.00
16	Chuckwagon/ Upper Lower Willow (Existing)	Existing	✓	Yes	No	1 EA	\$520.00	\$ 520.00
17	#20 Eastfield (Existing)	Existing	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00
18	Appaloosa Road (Existing)	Existing	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00
19	Association Entrance (existing)	Existing	✓	Yes	No	1 EA	\$520.00	\$ 520.00
20	Acacia/ Portuguese Bend Road (existing)	Existing	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00
21	Middleridge Lane/ Blackwater Trail (existing)	Existing	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00
22	Middleridge Lane South & North (existing)	Existing	✓	Yes	No	1 EA	\$520.00	\$ 520.00
23	Davidson Trail/ Saddleback (existing)	Existing	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00
24	Saddleback/ Poppy Trail (existing)	Existing	✓	Yes	No	1 EA	\$520.00	\$ 520.00
25	Poppy Trail (existing) (fine)	Existing	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00
26	Portuguese Bend Above Poppy Trail (existing)	Existing	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00
27	Portuguese Bend/ Pheasant Trail	Existing	✓	Yes	No	1 EA	\$520.00	\$ 520.00
28	Wagon Lane/ Portuguese Bend Road (Fine)	Existing	✓	Yes	No	1 EA	\$520.00	\$ 520.00
29	Upper Blackwater/ Sagebrush Lane (Fine)	Existing	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00
30	Poppy Trail / Sleepy Hollow Trail	Existing	✓	Yes	Yes	1 EA	\$1,230.00	\$1,230.00

SUBTOTAL AMOUNT							\$ 30,745.00
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Bid Schedule B (Continued)

**Middleridge Road and Williamsburg Lane / Lower Blackwater Canyon Road
All-Way Stop Controls**

LOCATION	DESCRIPTION	QUANTITY / UNIT	UNIT PRICE	AMOUNT
Middleridge Road	STOP bar and STOP legend at Williamsburg Lane (Heading North on Middleridge Road) <ul style="list-style-type: none"> • Install "STOP" Pavement Marking per Caltrans Standard Plan A24D • Install White Limit Line per Caltrans Standard Plan A24E • Install R1-1 Sign 	1 EA	\$ 1,230.00	\$ 1,230.00
Lower Blackwater Canyon Road	STOP bar and STOP legend at Middleridge Road (Heading South on Lower Blackwater Canyon Road) <ul style="list-style-type: none"> • Install "STOP" Pavement Marking per Caltrans Standard Plan A24D • Install White Limit Line per Caltrans Standard Plan A24E • Install R1-1 Sign 	1 EA	\$ 1,230.00	\$ 1,230.00

SUBTOTAL AMOUNT	\$ 2,460.00
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NOTES:

1. Refer to Scope of Work and General Specifications for information and requirements specific to each Horse Crossing listed in the schedule above.
2. Provide a Lump Sum bid for Bid Schedule B. Contractor responsible for verifying all quantities required for work associated with total lump sum for Bid Schedule B Unit prices will be used in the event there is additions and subtractions to the scope of work.

\$ 33,205.00

TOTAL AMOUNT BID IN FIGURES (SCHEDULE B)

\$ THIRTY-THREE THOUSAND TWO HUNDRED FIVE AND ZERO CENTS

TOTAL AMOUNT BID IN WORDS (SCHEDULE B)

In the event of an inconsistency in the total bid amount in figures and the total bid amount in words, the amount in words shall prevail. In the event of an error in the mathematical calculations, the mathematically correct amount shall prevail.

CONTINUED BID SCHEDULE FY2019-2020:

**REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND**

**INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS**

IN THE CITY OF ROLLING HILLS

On-Call Service: Unit prices herein will apply for a 12-month period beginning with award of the bid. The City may call upon Contractor during the 12-month period for striping as needed at the per unit rates specified in the bid schedule.

CONTRACTOR:



(Signature)

William G. Jacob, President/Owner

(Name and Title)

PCI

(Company)

O 562-218-0504 | F 562-218-0634 | email: bjacob@lineuppci.com

(Phone, Fax, Email)

Contractor's License No. **823802**

California, 17 day of December, 2019.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the project to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, PHONE NUMBER SPECIALTY, LICENSE NUMBER OF SUBCONTRACTORS, SUPPLIERS & VENDORS	TYPE OF WORK TO BE COMPLETED BY SUBCONTRACTOR
Name, address, phone: -----NONE-----	
Specialty: License #:	
Name, address, phone:	
Specialty: License #:	
Name, address, phone:	
Specialty: License #:	
Name, address, phone:	
Specialty: License #:	
Name, address, phone:	
Specialty: License #:	

BIDDER'S REFERENCES

The following are the names, addresses and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. **Please see attached....**

Name and address of owner

Name and telephone number of person familiar with project

Contract amount/Type of work

Date completed

2. _____

Name and address of owner

Name and telephone number of person familiar with project

Contract amount/Type of work

Date completed

3. _____

Name and address of owner

Name and telephone number of person familiar with project

Contract amount/Type of work

Date complete

The following are the names, addresses, and phone numbers for all brokers and sureties from whom PRINCIPAL intends to procure insurance bonds:

Lourdes Landa | McGriff Insurance Services (License #OC64544)

2400 E. Katella Ave, #100, Anaheim CA 92806 | O 714-941-2840



AGENCY REFERENCE LIST

975 W 1st St.
Azusa, CA
91702
Office: (562) 218-0504
Fax: (562) 218-0634

www.lineuppci.com

AGENCY	PROJECT	VALUE	COMPLETED	JOB#
City of West Hollywood 8300 Santa Monica Blvd. West Hollywood, CA 90069 818-203-1956 Helen Collins	Traffic and Parking Signs (Bike Rack Installation) Project # 006453	164,650.00	IN PROGRES	6438C
Griffith / Coffman JV 3050 E Birch St Brea, CA 92821 Vince Almario (562) 355-7827	LAX Runway 24R Temp Repair Project No.: 10651	105,422.13	IN PROGRES	8419C
Ontario International Airport 2132 E. Avion Ave. Ontario, CA 91761 Charlene Haley (909) 423-4200	Striping & Markings Services OIZZ-6136	100,000.00	IN PROGRES	8172C
Aero Bridgeworks, Inc. 2700 Delk Rd., SE Suite #200 Marietta, GA 30067 Matthew Flores (770) 423-4200	LAX Terminal 6 Delta 216231-6494	250,000.00	IN PROGRES	8091C
All American Asphalt 400 E. 6th St. Corona, CA 92878 Issaih Johnson (951) 757-8086	John Wayne Pavement Maintenance 28238.04	102,010.00	10/3/2017	8028C
Los Angeles Unified School Dist 333 South Beaudry Ave., 22nd FIR-14045 Los Angeles, CA 90017 213-241-8714 Xochitl Vargas	School Playgroung Markings PO# 4500157226	240,000.00	8/9/2017	7042C
Griffith / Coffman JV 9685 Via Excelencia, Suite 200 San Diego, CA 92126 Rona Sadaqat (858) 536-3100	RNWX 6R-24L Safety Area Improv. 15-0002	874,023.00	5/24/2017	7436C
City of Calabasas 100 Civic Center Way Calabasas, CA 91302 818-224-1600 Benjamin Chan	Professional Service Agreement	112,172.00	6/3/2016	6857C
City of West Hollywood 8300 Santa Monica Blvd. West Hollywood, CA 90069 818-203-1956 Helen Collins	Annual Striping & Marking Project # 5747	313,602.50	4/29/2016	5796C
Los Angeles World Airports PO Box 92882 Los Angeles, CA 90009 424-646-7954 Richard Morales	Paint Marking of Parking Lots #111-169	100,000.00	02/05/2016	6430C





AGENCY REFERENCE LIST

975 W 1st St.

Azusa, CA

91702

Office: (562) 218-0504

Fax: (562) 218-0634

www.lineuppci.com

AGENCY	PROJECT	VALUE	COMPLETED	JOB#
City of Santa Monica 2500 Michigan Avenue Santa Monica, CA 90404 310-458-2201 Kori Jones	Traffic Striping Services	218,979.00	07/13/2015	7158C
Nobest Incorporated PO Box 874 Westminster, CA 92684 714-373-0039 Mike Lewis	Sec. 2 Concrete & Misc. Slurry c/o Manhattan Beach	366,105.00	8/28/2014	6923C
All American Asphalt PO Box 2229 Corona, CA 92878 951-736-7600 Jerry Lebouef	San Gabriel Bike Trail Project # 24182.01	102,880.00	8/1/2013	5993C
City of Bakersfield 1600 Truxtun Avenue Bakersfield, CA 93301 661-326-3724	Bike Lane Improvements T2K251	67,349.00	05/22/2013	6170C
City of Santa Clarita 23920 Valencia Blvd., Suite 300 Santa Clarita, CA 91355 661-259-2489	School Area Signing & Markings Project# M0088	114,295.00	3/15/2013	6265C
City of Santa Monica 1685 Main Street Santa Monica, CA 90401 310-710-0499 Jack Flores	4th Street at Colorado Ave PO # 325154	114,295.00	3/9/2012	5790C
City of Carson 701 E. Carson Street Carson, CA 90745 310-952-1700	City of Carson - Striping and Markings #1338	8,645.00	08/01/2013	6444C
San Diego Unified Port District PO Box 120488 San Diego, CA 92112-2776 619-686-6321	Pavement Marking & Striping Maintenance	75,000.00	7/8/2011	5542C
Excel Paving Co. PO Box 16405 Long Beach, CA 90806 562-599-5841	East Way Bikeway & Signage Project# R6762 (4661)	210,761.50	3/25/2010	4783C
City of Santa Clarita 23920 Valencia Blvd., Suite 300 Santa Clarita, CA 91355 661-259-2489	Striping Modification Contract# 09-00183	76,060.00	9/3/2009	4842C



EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

CONTRACTOR'S LICENSE REQUIREMENT

The undersigned certifies that he/she is aware that this contract cannot be awarded unless, at the time of the submittal of the bid, he/she is the holder of a valid California Contractor's License proper and adequate for the work required by this contract, and that the failure to obtain proper and adequate licensing for an award of the contract shall result in the forfeiture of the bidder's security.



Signature and Title of Bidder William G. Jacob
or Authorized Representative President/Owner

BIDDERS' INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name **PCI**

Business Address **975 W. 1st St, Azusa CA 91702**

Telephone **562-218-0504** Email **fvillegas@lineuppci.com**

State Contractor's License No. and Class **823802**

Original Date Issued **09/09/2003** Expiration Date **09/30/2021**

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this bid:

William G. Jacob: President/Owner
975 W. 1st Street, Azusa CA 91702
562-218-0504

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this bid are as follows:

NONE

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this bid are as follows:

NONE

BIDDERS' INFORMATION CONTINUED

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct.

Executed this 17 day of December, 2014, at Amso, California.



Signature and Title of Bidder William G. Jacob
or Authorized Representative President/Owner

(NOTARY SEAL)

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

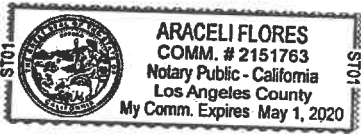
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On December 17, 2019 before me, Araceli Flores, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William G. Jacob
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

BID BOND FOR FY 2019-2020:

**REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND**

**INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS**

IN THE CITY OF ROLLING HILLS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that Bidder PCI as PRINCIPAL, and The Ohio Casualty Insurance Company as SURETY, are held and firmly bound unto the City of Rolling Hills, as AGENCY, in the penal sum of 10% of the Total Amount of the Bid which is ten percent of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or is said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and provides the required payment and performance bonds and insurance coverages to AGENCY, this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 13th day of December, 2019

PRINCIPAL:

PCI

BY:

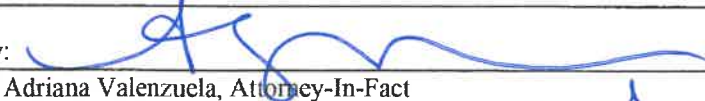


William G. Jacob, President

SURETY:

The Ohio Casualty Insurance Company

By:



Adriana Valenzuela, Attorney-In-Fact

Subscribed and sworn to this _____ day of _____, 20____.

See attached

NOTARY PUBLIC _____

(NOTARY SEAL)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202353-969520

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lourdes Landa, Mark W. Roskopf, Lisa Saumur, Adriana Valenzuela

all of the city of Anaheim state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

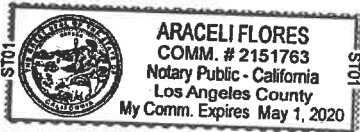
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On December 17, 2019 before me, Araceli Flores, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William G. Jacob
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

NON-COLLUSION AFFIDAVIT
FOR FY 2019-2020

REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND

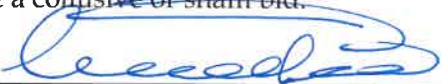
INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS

IN THE CITY OF ROLLING HILLS, CALIFORNIA

State of California)
County of Los Angeles) SS.

William G. Jacob, being first duly sworn, deposes
and says that he or she is President/Owner of PCI

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature 

Subscribed and sworn to before me on _____ (Date)

see attached
Signature _____
Notary Public

(NOTARY SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

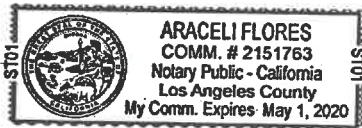
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On December 17, 2019 before me, Araceli Flores, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William G. Jacob
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**BID FOR
FOR FY 2019-2020**

**REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND**

**INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS**

IN THE CITY OF ROLLING HILLS, CALIFORNIA

Bids to be received on Thursday, December 19th, 2019, at 11:00 a.m. at the City of Rolling Hills City Hall.

Completion Time: Thirty (30) Consecutive Working Days unless otherwise agreed upon on specific locations due to upcoming resurfacing work.

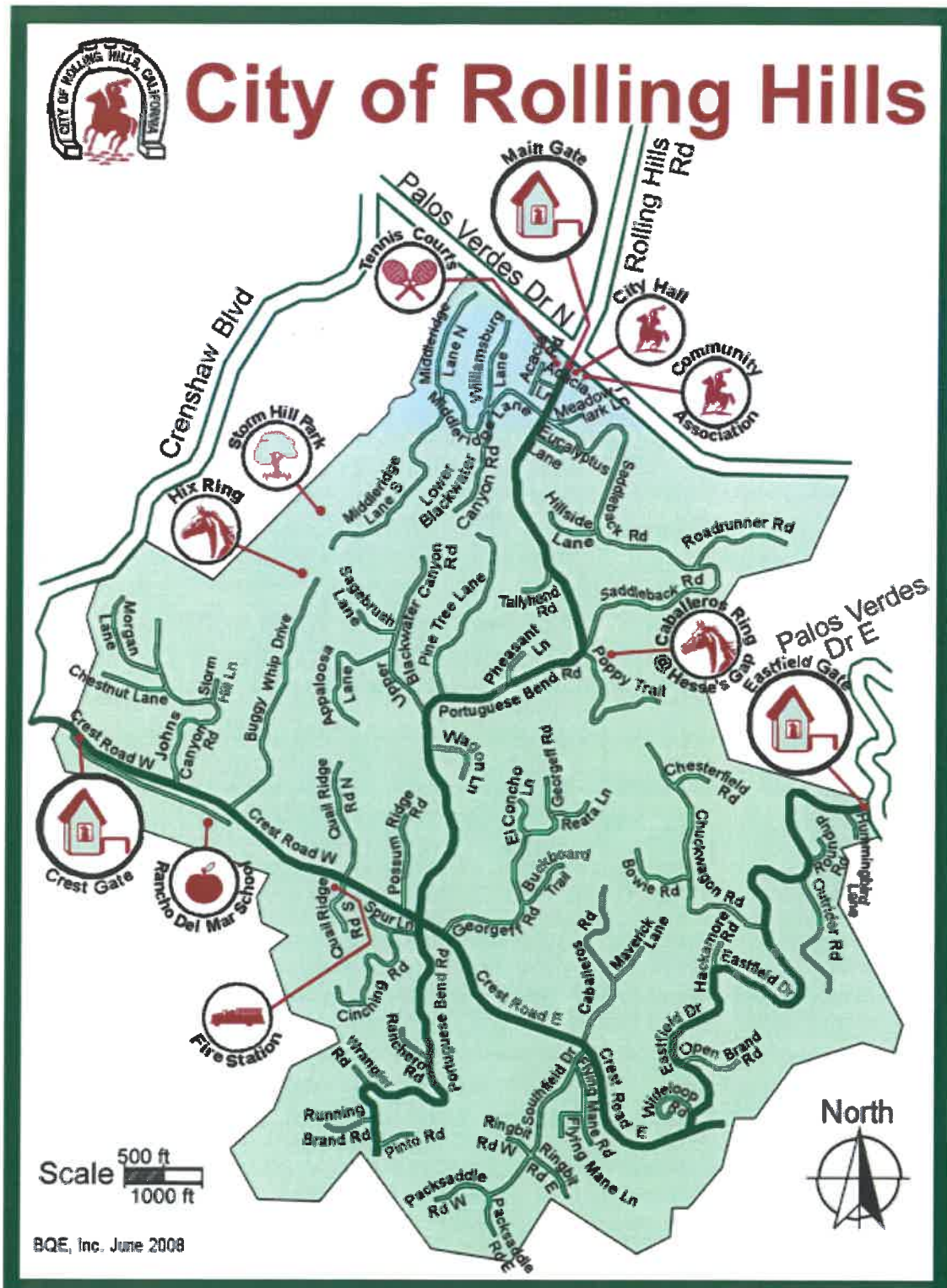
Liquidated Damages - \$250.00 Per Calendar Day

ACKNOWLEDGEMENT



Signature and Title of Bidder William G. Jacob
or Authorized Representative President/Owner

STREET MAP



Map is available on the City's web site at <http://rolling-hills.org/DocumentView.aspx?DID=5>

BID SCHEDULES FOR FY 2019-2020

**REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND**

**INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS**

IN THE CITY OF ROLLING HILLS

Bid Schedule A

Middleridge Lane North
Middleridge Lane South
Upper Blackwater Canyon Road
Williamsburg Lane

For Items 1 -20

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove Existing Sign	2	EA	\$ 200.00	\$ 400.00
2	Install R1-1 Sign	1	EA	\$ 400.00	\$ 400.00
3	Repost Existing Sign	5	EA	\$ 150.00	\$ 750.00
4	Install R28 (CA) Sign with Arrow	2	EA	\$ 200.00	\$ 400.00
5	Install W14-1 Sign	2	EA	\$ 400.00	\$ 800.00
6	Install W5-1 Sign	0	EA	\$ 400.00	\$ 0
7	Install Type 2 Object Marker	1	EA	\$ 200.00	\$ 200.00
8	Install OM1-3 Object Marker	0	EA	\$ 200.00	\$ 0
9	Install W3-1 Sign	0	EA	\$ 200.00	\$ 0
10	Install OM4-3 Object Marker	1	EA	\$ 200.00	\$ 200.00
11	Install W1-1 Sign	0	EA	\$ 400.00	\$ 0
12	Install W13-1P (15) Sign	0	EA	\$ 200.00	\$ 0
13	Install 8" edgeline per Caltrans Standard Plan A20B, Detail 27B	14,050	LF	\$ 1.20	\$ 16,860.00
14	Install Two-Direction No Passing Zone per Caltrans Standard Plan A20A, Detail 22	465	LF	\$ 2.00	\$ 930.00
15	Install Skip Yellow Centerline per Caltrans Standard Plan A20A, Detail 2	2,800	LF	\$ 1.00	\$ 2,800.00
16	Install Ladder Crosswalk per Caltrans Standard Plan A24F	1	EA	\$ 2,000.00	\$ 2,000.00
17	Install White Limit Line per Caltrans Standard Plan A24E	3	EA	\$ 200.00	\$ 600.00
18	Install "STOP" Pavement Marking per Caltrans Standard Plan A24D	3	EA	\$ 300.00	\$ 900.00
19	Install "STOP AHEAD" Pavement Marking per Caltrans Standard Plan A24D	1	EA	\$ 800.00	\$ 800.00
20	Install Blue Raised Reflective Pavement Marker	13	EA	\$ 20.00	\$ 260.00

Bid Schedule A (Continued)

Crest Road East

For Items 21 -37

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21	Remove Existing Sign	13	EA	\$ 200.00	\$ 2,600.00
22	Install R1-1 Sign	12	EA	\$ 400.00	\$ 4,800.00
23	Install R1-3P Sign	12	EA	\$ 200.00	\$ 2,400.00
24	Install R11-4 Sign	1	EA	\$ 400.00	\$ 400.00
25	Install 8" edgeline per Caltrans Standard Plan A20B, Detail; 27B	11,370	LF	\$ 1.20	\$ 13,644.00
26	Install Two-Direction No Passing Zone per Caltrans Standard Plan A20A, Detail; 22	1,195	LF	\$ 2.00	\$ 2,390.00
27	Install Two-Direction No Passing Zone per Caltrans Standard Plan A20A, Detail; 21	160	LF	\$ 2.00	\$ 320.00
28	Install Type D Marker (Two-way yellow retroreflective)	56	EA	\$ 20.00	\$ 1,120.00
29	Install Skip Yellow Centerline per Caltrans Standard Plan A20A, Detail; 2	4,330	LF	\$ 1.00	\$ 4,330.00
30	Install Basic Crosswalk per Caltrans Standard Plan A24F	2	EA	\$ 800.00	\$ 1,600.00
31	Install White Limit Line per Caltrans Standard Plan A24E	4	EA	\$ 200.00	\$ 800.00
32	Install "STOP" Pavement Marking per Caltrans Standard Plan A24D	5	EA	\$ 300.00	\$ 1,500.00
33	Install "HORSE XING" Pavement Marking per Caltrans Standard Plan A24D/E	2	EA	\$ 600.00	\$ 1,200.00
34	Install "STOP AHEAD" Pavement Marking per Caltrans Standard Plan A24D	4	EA	\$ 800.00	\$ 3,200.00
35	Install "ROAD ENDS 500 FEET" Pavement Marking per Caltrans Standard Plan A24D/E	1	EA	\$ 1,200.00	\$ 1,200.00
36	Install "ROAD ENDS" Pavement Marking per Caltrans Standard Plan A24D/E	1	EA	\$ 800.00	\$ 800.00
37	Install Blue Raised Reflective Pavement Marker	6	EA	\$ 20.00	\$ 120.00
TOTAL AMOUNT					\$ 70,724.00

NOTES:

1. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
2. Quantities shown in the above Bid Schedule are estimated quantities for bidding purposes only. Contractor responsible for verifying actual quantities for lump sum bid. Unit prices will be used in the event there is additions and subtractions to the scope of work.

\$ 70,724.00
TOTAL AMOUNT BID IN FIGURES (SCHEDULE A)

\$ SEVENTY THOUSAND, SEVEN HUNDRED TWENTY-FOUR DOLLARS
TOTAL AMOUNT BID IN WORDS (SCHEDULE A)

In the event of an inconsistency in the total bid amount in figures and the total bid amount in words, the amount in words shall prevail. In the event of an error in the mathematical calculations, the mathematically correct amount shall prevail.

Bid Schedule B

Equestrian Crossings

LOCATION	ADDRESS/ INTERSECTION	NEW OR EXISTING CROSSING	NEEDS TO BE ROUGHED	PAINTING REQUIRED	SIGN WORK REQUIRED	QUANTITY /UNIT	UNIT PRICE	AMOUNT
1	Entrance to Buggy Whip Dr (Crest Rd. West)	New	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
2	#5 Johns Canyon	New	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00
3	Crest Road West at #5 (Entrance to Glory Trail)	New	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
4	Entrance to Quail Ridge South (Portuguese Bend Road)	New	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
5	Portuguese Bend/ Crest Rd. West crosswalks on all streets	New	✓	Yes	No	1 EA	\$ 4,600.00	\$ 4,600.00
6	Entrance to Georgeff Rd. (Crest Rd. East)	New	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
7	Caballeros Rd./ Purple Canyon to Willow Springs	New	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
8	Upper Blackwater Road/ Appaloosa Rd.	New	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
9	Entrance to Pine Tree Lane @ Portuguese Bend Rd. street entrance	New	✓	Yes	No	1 EA	\$ 1,600.00	\$ 1,600.00
10	Middleridge Lane (at entrance to Sis trail)	New	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
11	Entrance to Williamsburg Lane/ Middleridge Lane	New	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
12	Saddleback/ Parnelli Trail at #26	New	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
13	Georgeff Road / Fulds Furlong Crossing (Existing)	Existing	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
14	Entrance to Caballeros Rd. (Crest Rd. East) (Existing)	Existing	✓	Yes	No	1 EA	\$ 1,600.00	\$ 1,600.00

RFB FY 2019-2020 Replacement of Traffic Striping, Pavement Markings, and Traffic Signs

15	Eastfield Trail #49 (Existing)	Existing	✓	Yes	No	1 EA	\$ 2,105.00	\$ 2,100.00
16	Chuckwagon/ Upper Lower Willow (Existing)	Existing	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
17	#20 Eastfield (Existing)	Existing	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00
18	Appaloosa Road (Existing)	Existing	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00
19	Association Entrance (existing)	Existing	✓	Yes	No	1 EA	\$ 1,600.00	\$ 1,600.00
20	Acacia/ Portuguese Bend Road (existing)	Existing	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00
21	Middleridge Lane/ Blackwater Trail (existing)	Existing	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00
22	Middleridge Lane South & North (existing)	Existing	✓	Yes	No	1 EA	\$ 1,600.00	\$ 1,600.00
23	Davidson Trail/ Saddleback (existing)	Existing	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00
24	Saddleback/ Poppy Trail (existing)	Existing	✓	Yes	No	1 EA	\$ 2,105.00	\$ 2,105.00
25	Poppy Trail (existing) (fine)	Existing	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00
26	Portuguese Bend Above Poppy Trail (existing)	Existing	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00
27	Portuguese Bend/ Pheasant Trail	Existing	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
28	Wagon Lane/ Portuguese Bend Road (Fine)	Existing	✓	Yes	No	1 EA	\$ 2,100.00	\$ 2,100.00
29	Upper Blackwater/ Sagebrush Lane (Fine)	Existing	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00
30	Poppy Trail / Sleepy Hollow Trail	Existing	✓	Yes	Yes	1 EA	\$ 2,600.00	\$ 2,600.00

SUBTOTAL AMOUNT	\$ 68,500.00
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Bid Schedule B (Continued)

**Middleridge Road and Williamsburg Lane / Lower Blackwater Canyon Road
All-Way Stop Controls**

LOCATION	DESCRIPTION	QUANTITY / UNIT	UNIT PRICE	AMOUNT
Middleridge Road	STOP bar and STOP legend at Williamsburg Lane (Heading North on Middleridge Road) <ul style="list-style-type: none"> Install "STOP" Pavement Marking per Caltrans Standard Plan A24D Install White Limit Line per Caltrans Standard Plan A24E Install R1-1 Sign 	1 EA	\$ 900.00	\$ 900.00
Lower Blackwater Canyon Road	STOP bar and STOP legend at Middleridge Road (Heading South on Lower Blackwater Canyon Road) <ul style="list-style-type: none"> Install "STOP" Pavement Marking per Caltrans Standard Plan A24D Install White Limit Line per Caltrans Standard Plan A24E Install R1-1 Sign 	1 EA	\$ 900.00	\$ 900.00

SUBTOTAL AMOUNT	\$ 74,300.00 1,800.00 DRJ
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NOTES:

1. Refer to Scope of Work and General Specifications for information and requirements specific to each Horse Crossing listed in the schedule above.
2. Provide a Lump Sum bid for Bid Schedule B. Contractor responsible for verifying all quantities required for work associated with total lump sum for Bid Schedule B Unit prices will be used in the event there is additions and subtractions to the scope of work.

\$ 70,300.00
TOTAL AMOUNT BID IN FIGURES (SCHEDULE B)

\$ SEVENTY-THOUSAND THREE HUNDRED DOLLARS.
TOTAL AMOUNT BID IN WORDS (SCHEDULE B)

In the event of an inconsistency in the total bid amount in figures and the total bid amount in words, the amount in words shall prevail. In the event of an error in the mathematical calculations, the mathematically correct amount shall prevail.

CONTINUED BID SCHEDULE FY2019-2020:

REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND

INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS

IN THE CITY OF ROLLING HILLS

On-Call Service: Unit prices herein will apply for a 12-month period beginning with award of the bid. The City may call upon Contractor during the 12-month period for striping as needed at the per unit rates specified in the bid schedule.

CONTRACTOR:

D-R

(Signature)

DENNIS R. STERNDALH VICE PRESIDENT

(Name and Title)

STERNDALH ENTERPRISES INC.

(Company)

818 834-8199 / 818 834-8618 / DENNY@STERNDALH.COM

(Phone, Fax, Email)

Contractor's License No. 421823

California, 18 day of DEC, 2019.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the project to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, PHONE NUMBER SPECIALTY, LICENSE NUMBER OF SUBCONTRACTORS, SUPPLIERS & VENDORS	TYPE OF WORK TO BE COMPLETED BY SUBCONTRACTOR
Name, address, phone: _____ _____ NONE _____ Specialty: _____ License #: _____	_____ _____ _____
Name, address, phone: _____ _____ Specialty: _____ License #: _____	_____ _____ _____
Name, address, phone: _____ _____ Specialty: _____ License #: _____	_____ _____ _____
Name, address, phone: _____ _____ Specialty: _____ License #: _____	_____ _____ _____
Name, address, phone: _____ _____ Specialty: _____ License #: _____	_____ _____ _____

BIDDER'S REFERENCES

The following are the names, addresses and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. CITY OF LOS ANGELES
Name and address of owner
MANNY VRAMONTES 213 216-6239
Name and telephone number of person familiar with project
ANNUAL STRIPING MAINT. 400K ON-GOING
Contract amount/Type of work Date completed

2. CITY OF GLENDALE
Name and address of owner
DAVID LEW 818 548-3950
Name and telephone number of person familiar with project
ANNUAL STRIPING MAINT. 200K ON-GOING
Contract amount/Type of work Date completed

3. CITY OF BURBANK
Name and address of owner
ARTIN MEGERDICHIAN 818 235-3942
Name and telephone number of person familiar with project
ANNUAL STRIPING MAINT. 200K ON-GOING
Contract amount/Type of work Date complete

The following are the names, addresses, and phone numbers for all brokers and sureties from whom PRINCIPAL intends to procure insurance bonds:

THE BOND EXCHANGE 949 409-9705
24800 CHRISTIANA DR - MISHAWA VIEJO, CA. - TIM MOLEMAN

BIDDERS' INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name STERNDAL ENTERPRISES INC.

Business Address 11861 BRANFORD ST.
SUN VALLEY, CA 91352

Telephone 818 834-999 Email DENNY@STERNDAL.COM

State Contractor's License No. and Class 421723 , A, C-32, C31

Original Date Issued 1982 Expiration Date 4-30-20

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this bid:

DENNY S. STERNDAHL - PRES.
DENNY R. STERNDAHL - VICE PRES.

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this bid are as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this bid are as follows:

N/A

BIDDERS' INFORMATION CONTINUED

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct.

Executed this 18 day of DEC, ²⁰¹⁹~~2014~~, at Santa Barbara, CA, California.

 V.P.

Signature and Title of Bidder
or Authorized Representative

(NOTARY SEAL)

SEE ATTACHED

BID BOND FOR FY 2019-2020:

**REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND**

**INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS**

IN THE CITY OF ROLLING HILLS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Rolling Hills, as AGENCY, in the penal sum of _____ which is ten percent of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or is said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and provides the required payment and performance bonds and insurance coverages to AGENCY, this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20____

PRINCIPAL:

BY:

SURETY:

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

(NOTARY SEAL)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara)

On 12/18/2019 before me, Danielle R Gutierrez, Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared Dennis R. Sterndahl,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

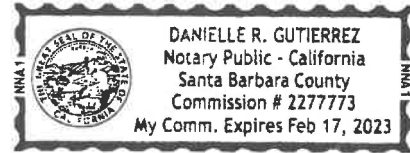
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent data collection practices and the use of advanced analytical techniques to derive meaningful insights from the data.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and analysis processes, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that the organization's data remains reliable and secure.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of a data-driven approach in decision-making and the need for continuous monitoring and improvement of data management practices.

NON-COLLUSION AFFIDAVIT
FOR FY 2019-2020

REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND

INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS

IN THE CITY OF ROLLING HILLS, CALIFORNIA

State of California)
County of Los Angeles) SS.

DENNIS R. STERNDAHL being first duly sworn, deposes
and says that he or she is VICE PRESIDENT of STERNDAHL ENT. INC.

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature [Handwritten Signature]

Subscribed and sworn to before me on _____
(Date)

Signature _____

Notary Public

(NOTARY SEAL)

SEE ATTACHED

**BID FOR
FOR FY 2019-2020**

**REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND**

**INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS**

IN THE CITY OF ROLLING HILLS, CALIFORNIA

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Completion Time: Thirty (30) Consecutive Working Days unless otherwise agreed upon on specific locations due to upcoming resurfacing work.

Liquidated Damages - \$250.00 Per Calendar Day

ACKNOWLEDGEMENT

 VICE PRES.

Signature and Title of Bidder
or Authorized Representative

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CERTIFICATE OF ACKNOWLEDGMENT
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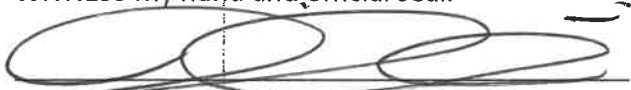
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(Date) (Here Insert Name and Title of the Officer)

personally appeared Dennis R. Stern dahl,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

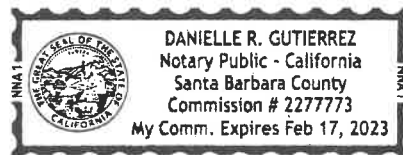
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____



BID BOND FOR FY 2019-2020:

REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND

INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS

IN THE CITY OF ROLLING HILLS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that Bidder Sterndahl Enterprises, Inc., as PRINCIPAL, and Liberty Mutual Insurance Company, as SURETY, are held and firmly bound unto the City of Rolling Hills, as AGENCY, in the penal sum of Ten Percent of Total Bid Amount which is ten percent of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or is said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and provides the required payment and performance bonds and insurance coverages to AGENCY, this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 13th day of December, 2019

PRINCIPAL:

Sterndahl Enterprises, Inc.

BY:

SURETY:

Liberty Mutual Insurance Company

Irene Luong, Attorney-in-Fact

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

(NOTARY SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

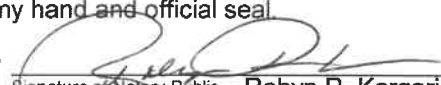
On December 13, 2019 before me, Robyn R. Kargari, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

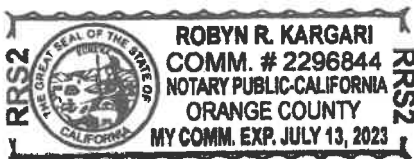
personally appeared Irene Luong
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature 
Signature of Notary Public Robyn R. Kargari



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201469-024096

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephanie Hoang, Irene Luong, James W. Moilanen, Yung T. Mullick, P. Austin Neff

all of the city of Mission Viejo state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of June, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

LIBERTY MUTUAL INSURANCE COMPANY

of BOSTON, MASSACHUSETTS, organized under the laws of MASSACHUSETTS, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 15TH day of NOVEMBER, 1961, I have hereunto set my hand and caused my official seal to be affixed this 15TH day of NOVEMBER, 1961.



F. BRITTON McCONNELL
Insurance Commissioner

By *[Signature]*
Deputy

CONTRACT AGREEMENT
FOR FY 2019-2020

REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND

INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS

IN THE CITY OF ROLLING HILLS, CALIFORNIA

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this _____ day of _____, 20_____, BY AND BETWEEN the City of Rolling Hills as AGENCY, and PCI, as CONTRACTOR.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE 1

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with three (3) signed copies of the Contract Agreement, three (3) signed copies of required bonds, one (1) copy of the certificates (including Endorsement Form CG 20-10-11-85), permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks for any description connected with the work.

On-Call Service: Unit prices herein will apply for a 12-month period beginning with award of the bid. The City may call upon Contractor during the 12-month period for striping as needed at the per unit rates specified in the bid schedule.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

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

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

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

Contractor shall provide and designate one-person as the designated City contact.

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing the Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein.

CONTRACTOR is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. AGENCY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at CONTRACTOR’s principal place of business and at the project site. CONTRACTOR shall defend, indemnify and hold the AGENCY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

When CONTRACTOR employs workmen in an apprenticeable craft or trade, CONTRACTOR shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for AGREEMENT *FY 2019-2020 Replacement of Traffic Striping, Pavement Markings, and Traffic Signs*

compliance with said section for all apprenticeable occupations shall be with CONTRACTOR. The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to AGENCY, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on CONTRACTOR. 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.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. 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.

This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the AGENCY. CONTRACTOR shall defend, indemnify and hold AGENCY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.

Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

ARTICLE VI

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

ARTICLE VII

CONTRACTOR'S LIABILITY: The City of Rolling Hills and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, AGREEMENT FY 2019-2020 Replacement of Traffic Striping, Pavement Markings, and Traffic Signs

entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, to the extent required by Civil Code section 2782, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

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. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

ARTICLE VIII

This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of not force and effect.

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect of the bid opening date.

ARTICLE XII

All notices and communications shall be sent to the parties at the following address:

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

ARTICLE XIII

This contract supersedes any and all other agreements either oral or written, between the parties and

Agreement

contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

Insurance coverages shall be provided by CONTRACTOR as follows:

CONTRACTOR shall, at his expense, obtain and keep in force during the term of this Agreement, all policies specified below.

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 CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR’s behalf upon the CONTRACTOR’s failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.

Contractor shall maintain and deliver copies of its

- Comprehensive General Liability Insurance
- Products/Completed Operations Hazard
- Comprehensive Automobile Liability Insurance. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Contractual General Liability
- Workers’ Compensation Insurance covering its employees for injuries arising out of and in the course of their employment

The liability insurance coverage values are hereby established to be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirement</u>
Comprehensive General Liability	\$ 2,000,000
Products/Completed Operations Hazard	\$ 2,000,000
Comprehensive Automobile Liability	\$ 2,000,000
Contractual General Liability	\$ 2,000,000
Worker’s Compensation Insurance	\$1,000,000

The City, its officers, employees and agents, shall be named as additional insured on all such policies. Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds. **The General Aggregate Limits must apply “per project”.**

A combined single limit policy with aggregate limits in the amount of \$3,000,000 will be

considered equivalent to the required minimum limits. **The General Aggregate Limits must apply “per project”.**

In addition, Contractor shall take and assume all responsibility for the work as stated herein and/or shown on the plans and specifications.

The Contractor shall bear all losses and damages directly or indirectly resulting to him, to the Agency, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents or any other causes whatsoever.

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

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

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

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

ARTICLE XV

If the total contract price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Agency's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Agency of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Agency; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract

work. Upon notification, Agency shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

To the extent required by Section 4215 of the California Government Code, Agency shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Agency to provide for removal or relocation of such utility facilities.

Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Agency of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Agency in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Agency may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Agency, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Agency by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Agency. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Agency, the Agency shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Agency for any expenses incurred hereunder upon demand.

This Contract may be terminated by Agency at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Agency for any reason other than the fault of Contractor, Agency shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Agency may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount

necessary to offset Agency's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Agency may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Agency may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE XVI

Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Agency, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Agency. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Agency and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include AGREEMENT FY 2019-2020 Replacement of Traffic Striping, Pavement Markings, and Traffic Signs

the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation. The Contractor shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

- Specifications
- Drawings
- Clarifications (Requests for Information)
- Schedules
- Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

Agency's Response. Upon receipt of a claim pursuant to this Section, Agency shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

If Agency needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Agency shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, Agency may request in writing additional documentation supporting the claim or relating to defenses or claims Agency may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Agency and the Contractor.

Agency's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

Meet and Confer. If the Contractor disputes Agency's written response, or Agency fails to respond within the time prescribed, the Contractor may so notify Agency, in writing, either within 15 days of receipt of Agency's response or within 15 days of Agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Agency shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Agency issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Agency and the Contractor sharing the associated costs equally. Agency and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by Agency and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Agency. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Agency. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Non-Waiver. Agency's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. Agency's failure to respond shall not waive Agency's rights to any subsequent procedures for the resolution of disputed claims.

ARTICLE XVII

Time is of the essence in the performance of this Contract.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

No act by the Agency, or its representatives in processing or accepting any plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, shall in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability he might otherwise have.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20__.

CONTRACTOR:

(Company Name)

(Name and Title)

Contractor's License No. _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

(NOTARY SEAL)

AGENCY: _____

Agreement

Elaine Jeng, City Manager

Date

ATTESTED:

Yohana Coronel, City Clerk

Date

(EXECUTE IN TRIPLICATE)

FAITHFUL PERFORMANCE BOND
FOR FY 2019-2020

REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND

INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS

IN THE CITY OF ROLLING HILLS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Rolling Hills (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall

undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

Agreement

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

(EXECUTE IN TRIPLICATE)

PAYMENT BOND
FOR FY 2019-2020:

REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND

INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS

IN THE CITY OF ROLLING HILLS, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Rolling Hills (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

(EXECUTE IN TRIPLICATE)

MAINTENANCE BOND
FOR FY 2019-2020

REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND

INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS

IN THE CITY OF ROLLING HILLS, CALIFORNIA

KNOW ALL PERSON BY THESE PRESENTS THAT WHEREAS, the City of Rolling Hills as AGENCY has awarded to _____, as Contractor, a contract for the above stated project; and

WHEREAS, said Contractor is required to furnish a bond in connection with said contract guaranteeing maintenance thereof:

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto AGENCY in the sum of _____ Dollars and _____ Cents (\$_____), which is ten (10%) percent of the total contract amount for the above stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT IS SAID contractor shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under said contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorneys fee to the owner in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this _____ day of _____, 20____.

CONTRACTOR*

SURETY*

(EXECUTE IN TRIPLICATE)

SCOPE OF WORK AND GENERAL SPECIFICATIONS
FOR FY 2019-2020

REPLACEMENT OF TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS; AND

INSTALLATION OF NEW TRAFFIC STRIPING,
PAVEMENT MARKINGS, AND TRAFFIC SIGNS

IN THE CITY OF ROLLING HILLS, CALIFORNIA

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools labor, and incidentals as required by the specifications, and contract documents. The general items of work include painting and repainting of traffic striping and pavement markings, replacement of missing markers, the installation of new reflective pavement markers/markers, and the removal of obsolete and/or unnecessary striping and pavement markings. Work shall include the cleaning of soil and debris from areas to be striped prior to actual striping.

ROLLING HILLS IS A FORESTED AREA AND AT NO TIME SHALL ANY EMPLOYEES OF CONTRACTOR SMOKE INSIDE OR OUTSIDE OF VEHICLES WHILE IN THE CITY OF ROLLING HILLS.

LOCATION OF WORK

See Bid Schedules for locations, estimates and description of work to be performed.

MATERIALS AND STANDARD SPECIFICATIONS

Materials. Paint for traffic striping shall be rapid dry. Paint for crosswalks, stop bars, arrows other pavement legends and curb markings shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or portland cement concrete.

Application. Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied in two coats. The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Any cost increase greater than 10% must be approved by the City Manager.

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for striping, and the installation thereof, shall conform to the Caltrans Standard Plans, dated May 2018 and Standard Specifications, Section 56, "Overhead Sign Structures, Standards, and Poles," Section 82, "Signs and Markers", Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Markings," dated May 2018 except as noted in the Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to

as State Standard Plans and State Standard Specifications. Copies of these documents can be downloaded from:

<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

TRAFFIC STRIPES AND PAVEMENT MARKINGS

Description. Traffic stripes, pavement markings, and curb marking shall be paint unless otherwise shown on the Plans. Contractor shall repaint any curb markings removed by construction under this contract.

Control of Alignment and Layout. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Existing traffic stripes (including raised pavement markers), pavement legends, and markings shall be removed by wet sandblasting per Section 15-2.02B, "Traffic Striping and Pavement Markings," and Section 15-2.02C, "Pavement Markers," of the State Standard Specifications.

PAVEMENT MARKERS

Placement. Adhesive for raised pavement markers shall be rapid set type epoxy.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the specifications, the paragraphs set forth below, or other contract documents. The following paragraphs are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers referred to in the following paragraphs coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out.

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the AGENCY. Request for consideration of equivalents must be submitted in writing allowing sufficient time for complete consideration of all specification, samples, references, tests, and other details to the full satisfaction of the AGENCY. Requests for substitution of equipment and materials and submission of substantiating data must be submitted in writing no later than thirty-five (35) days after award of the contract.

TIME FOR COMPLETION

The Contractor shall complete all work in every detail within thirty (30) consecutive working days after the date in the Notice to Proceed, exclusive of maintenance periods, except or otherwise agreed upon due to already scheduled road resurfacing.

CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK

At least two weeks prior to the start of work, the Contractor shall furnish to the City Manager a schedule of work showing the Contractor's planned sequence of operations. The Schedule shall show the manner of traffic control planned for the complete project, such as partial closures, two flagmen present at all times to control traffic. The list showing lane closures shall be prepared for each day.

Such schedule shall be subject to the review and approval of City Manager. No work shall be done until the City Manager and Contractor have agreed to the schedule to be followed by the Contractor.

Prior to issuing the Notice to Proceed, the City Manager will schedule and conduct a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates and clarify inspection procedures.

ORDER OF WORK

Unless directed otherwise by the City Manager, or designee, the order of the various work activities shall be completed at the discretion of the Contractor.

PROSECUTION OF WORK

The Contractor shall submit weekly progress reports to the City Manager, or designee. The report shall include updated construction schedule. Any deviations from the original schedule shall be explained.

EXTENSION OF TIME

Requests for an extension of time must be delivered to the City Manager, or designee, within five consecutive calendar days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of the construction schedule required above. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he shall supply daily written reports to the City Manager, or designee, describing such weather, and the work which could not be performed that day because of such weather or conditions resulting therefrom and which he otherwise would have performed.

WORKING DAY

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the City Manager, or designee, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the work called for under the contract within the time set forth in the Section entitled Time for Completion.

In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and

pay Agency the amount of Two Hundred and Fifty Dollars (\$250.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor.

Failure of the Contractor to perform any covenant or condition contained in the contract documents within the timer period specified shall constitute a material breach of this contract entitling the Agency to terminate the contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section entitled Extension of Time.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the contract documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the contract documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in the waiver or of time agreement shall constitute a material breach of this contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this contract and no forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section entitled Extension of Time. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part or all of the work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be to seek an extension of time.

TRAFFIC AND ACCESS

The Contractor will be required to maintain at least one lane of traffic in each direction and two flag men to control traffic throughout the project at all times in a manner satisfactory to the City Manager, or designee. It is the Contractor's responsibility to provide cones, barricades, lights and any other measures necessary for regulation of traffic.

BARRICADES

All traffic control barricades, signs and devices used by the Contractor shall, at a minimum, conform to the "Manual of Warning Lights and Devices," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than 25 feet apart. The Contractor shall take additional precautions as he may find necessary under the circumstances.

Should Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to Contractor directly.

STREET CLOSURES WILL NOT BE ALLOWED.

PARTIAL AND FINAL PAYMENT

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Monday of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents.

The full ten percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract as provided in Public Contract Code Section 22300.

PERMITS

Pursuant to State Bill 854, the following new requirements apply to all public works projects: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

NOTIFICATION

The Contractor shall notify the City Manager, or designee, and the owners of all utilities and substructures not less than 40 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CHARLES ABBOTT ASSOCIATES, INC.
Attention: Mr. Jack Rydell, P.E., T.E (562) 252-2511

ALAN PALERMO CONSULTING
Attention: Alan Palermo, Project Manager (310) 717-3244

CITY OF ROLLING HILLS
Attention: Elaine Jeng, City Manager (310) 377-1521

ROLLING HILLS COMMUNITY ASSOCIATION
Attention: Kristen Raig, Manager (310) 541-6222

SOUTHERN CALIFORNIA GAS COMPANY
Attention: Ms. Marcella Low (310) 781-8480

SOUTHERN CALIFORNIA EDISON COMPANY
Attention: Mr. Marvin Jackmon (310) 783-9341

VERIZON
Attention: Mr. Mike Murray (562) 435-9594

CALIFORNIA WATER SERVICE COMPANY
Attention: Mr. Henry Wind (310) 257-1400

LOS ANGELES COUNTY DEPARTMENT OF
PUBLIC WORKS
Attention: Mr. Christopher Oberle (310) 534-3760

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
Attention: No Name Given (818) 458-3129

UNDERGROUND SERVICE ALERT (800) 422-4133

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the City Manager and the County Sheriff's Department prior to beginning work.

FIRST AMENDMENT TO CONTRACT AGREEMENT

This First Amendment to Contract Agreement is entered into by and between the City of Rolling Hills, a municipal corporation (“City”) and _____, a California corporation (“Contractor”) as of _____, 2020.

RECITALS

A. City and Consultant are parties to that Contract Agreement dated _____, 2020 (the “Agreement”) by which City engaged (Consultant/Contractor) to perform/provide _____ services for the City for a term of ____ years.

B. City and Consultant now desire to amend the Agreement in order to extend the (term/scope) of Consultant’s services by an additional _____ years.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

Section XX “Term” of the Agreement is amended to read as follows:

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

CITY OF ROLLING HILLS

ELAINE JENG, P.E. Date
City Manager

ATTEST:

YOHANA CORONEL Date
City Clerk

(CONSULTANT/CONTRACTOR)

(NAME) Date
(TITLE)



Agenda Item No.: 7.C
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO REPLACE THE EXISTING SEPTIC TANK SERVING THE RESTROOM AT THE MAIN GATE

DATE: January 27, 2020

BACKGROUND:

The Rolling Hills Community Association (RHCA) requested the City Council's approval to implement improvements at the Tennis Courts. Per the lease agreement between the City and RHCA, the tenant RHCA is required to seek the City's approval before undertaking capital improvements above a defined dollar amount. At the August 26, 2019 meeting, preliminary cost estimates of the proposed tennis court improvements were provided to the City Council. The City Council made additional inquiries for more precise estimates and discussed the logistics of RHCA's proposed project and the City's planned ADA improvements at the tennis courts. At the October 14, 2019 City Council meeting, City staff provided an oral report on the RHCA's project based on information provided by RHCA. In early January 2020, RHCA made changes to their initial request. Per RHCA Manager's letter dated January 9, 2020, RHCA is currently seeking the City Council's approval to replace the existing septic tank serving the restroom at the main gate house. The January 9, 2020 letter is provided as a part of this staff report. The RHCA is also requesting that the City complete the Los Angeles County Department of Public Health permit application for the replacement work. RHCA intends to pay for the construction and permit fees related to the septic tank replacement.

DISCUSSION:

The bid proposal from Peninsula Septic Service, Inc., for \$71,400 to install sewage disposal system, connect tank to one sewer stub out, mount control panel with telemetry option within 450 feet of tank and install air lines was included as a part of RHCA's January 9, 2020 letter. Peninsula Septic Service, Inc. will also pump and abandon the existing septic system with backfill and slurry. RHCA also provided a geotechnical report from Coast Geotechnical, Inc. to determine if the proposed location for the new septic tank is appropriate in accordance with County of Los Angeles Department of Public Health requirements.

Staff reviewed the documents provided by the RHCA and conducted additional inquiries to assist the City Council in considering the request. The exchange between City staff and RHCA is included as a part of this staff report. In summary, RHCA is treating the septic tank replacement as a stand alone project. If approved, the replacement is anticipated for March/April 2020. The tennis court improvement project, inclusive of a new restroom and sink, is currently in design. Additionally, RHCA intends to have a traffic control plan prepared by an engineer prior to the start of construction.

The scope of work per Peninsula Septic Services, Inc. showed only one stub out to the restroom at the main gate house. City staff inquired about provisions to tie the new restroom and sink to the new septic tank. RHCA responded that there is no need to have additional stub outs at this time; if the City decides to move forward with the ADA improvements at the tennis courts and RHCA decides to move forward with the tennis court improvements, RHCA will pay for damages to the City's ADA project.

If there is no definitive plan to connect the new restroom and new sink to the new septic tank, the existing septic tank would not be required to be replaced by the Los Angeles County Department of Public Health. Staff recommends that the City Council solicit additional information relating to the tennis court improvement project before deciding on RHCA's request to replace the existing septic tank.

FISCAL IMPACT

Consideration of RHCA's proposal to replace the existing septic tank will not have fiscal impacts to the City. If the City Council approves RHCA's request, RHCA will be responsible for the construction cost and associated permit fees.

RECOMMENDATION:

Staff recommends the City Council receive a presentation from the Rolling Hills Community Association on the proposal to replace the existing septic tank and discuss the overall Tennis Court Improvement project including the planned ADA improvements at the tennis courts.

ATTACHMENTS:

[DPH_OWTS_ReviewApplicationSubmissionProcess.pdf](#)

[DPHCovenantAgreement.pdf](#)

[MaintenanceAgreementPeninsulaSepticServices.pdf](#)

[PeninsulaSpeticSystemInstallationBid2019-11-22.pdf](#)



ENVIRONMENTAL HEALTH

Land Use Program

5050 Commerce Drive, Baldwin Park, CA 91706

◆ Telephone: (626) 430-5380 ◆ http://publichealth.lacounty.gov/eh/EP/lu/lu_main.htm



COUNTY OF LOS ANGELES
Public Health

Onsite Wastewater Treatment System (OWTS) Review Application Submission Process

Completed and signed Application for Onsite Wastewater Treatment System Review, corresponding fees and associated documents may be mailed or hand-carried to:

Environmental Health Headquarters
5050 Commerce Drive
Baldwin Park, Ca 91706
(626) 430-5380

Inglewood Environmental Health Office
9800 S. La Cienega Boulevard, Suite 850
Inglewood, Ca 90301
(310) 338-3226

Santa Clarita Environmental Health Office
26415 Carl Boyer Drive
Santa Clarita, Ca 91350
(661) 287-7018

Antelope Valley Environmental Health Office
355-A East Avenue K-6
Lancaster, Ca 93536
(661) 723-4549

Calabasas Environmental Health Office*
26600 Agoura Road, Suite 110
Calabasas, Ca 91302
(818) 880-3410

***Corresponding fees are NOT accepted at this location**
Please mail corresponding fees to:

Environmental Health Headquarters
5050 Commerce Drive
Baldwin Park, Ca 91706
Attention: Land Use Program

Please call for office hours prior to application submission

Make checks or money orders payable to: **LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH**
DO NOT SEND CASH

Additional Information:

- Effective August 1, 2018 – Two (2) copies of your application and associated documents will be required.
 - One (1) hard copy is to be submitted to any of the above-listed office.
 - One (1) electronic copy is to be submitted to: dlanduse@ph.lacounty.gov
- Incomplete Application for Onsite Wastewater Treatment System Review will not be accepted.
- **Payment of corresponding fees is required.** Review of your Onsite Wastewater Treatment System will not begin until after payment is received.
- Applications and corresponding fees for Onsite Wastewater Treatment System Reviews are nontransferable.
- Allow **twenty (20) business days** for work plan review and response.
- Field personnel cannot accept payments.

For more detailed information, please download our *Professional Guide to Requirements and Procedures for OWTS* at:
http://publichealth.lacounty.gov/eh/docs/ep_lu_OWTS_procedures.pdf



ENVIRONMENTAL HEALTH

Land Use Program

5050 Commerce Drive, Baldwin Park, CA 91706

◆ Telephone: (626) 430-5380 ◆ http://publichealth.lacounty.gov/eh/EP/lu/lu_main.htm



REQUIRED DOCUMENTS FOR YOUR APPLICATION FOR ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) REVIEW

INCOMPLETE APPLICATIONS FOR ONSITE WASTEWATER TREATMENT SYSTEM REVIEW WILL NOT BE ACCEPTED

To be completed by a Land Use Program Representative

Required	Document / Information	Provided?	
		Yes	No
X	Application for Onsite Wastewater Treatment System Review		
X	Corresponding Fees		
X	Completed Los Angeles County Department of Public Works Building and Safety Division Agency Referral		
X	Site / Floor Plan Site/Floor plan of residence/business; Plot-to-Scale; 11" x 17"; Directional compass		
X	Plot Plan Plot plan of overall property; Include encroachments/easements; Plot-to-Scale; 11" x 17"; Directional compass		
	Feasibility Report Must include qualified professional stamp and signature; Detailed information regarding feasibility report requirements may be found in our <i>Professional Guide to Requirements and Procedures for OWTS</i>		
	Grading Plan Required if grading is required on the property		
	Cross Sectional View Required when proposing to install a new/replacement dispersal system		
	Proof of Potable Water Source / Water Quality Detailed information regarding Proof of Potable Water Source/Water Quality requirements may be found in our <i>Professional Guide to Requirements and Procedures for OWTS</i>		
	System Evaluation Report Required for projects with no OWTS verification or an OWTS that is 15 years or older		
	Tank Specifications Required for septic tank replacements		
	Calibration Certificate Required for water meter used during the percolation test of a seepage pit		
	Other:		
	Other:		

For more detailed information, please download our *Professional Guide to Requirements and Procedures for OWTS* at: http://publichealth.lacounty.gov/eh/docs/ep_lu_OWTS_procedures.pdf



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ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) REVIEW SERVICE FEES

ONSITE WASTEWATER TREATMENT SYSTEM – TYPE OF SERVICE

FEE

All projects require: Completed Building and Safety Agency Referral Form, Floor Plan (Plot-to-Scale), Site/Plot Plan (Plot-to-Scale)

PROJECT REVIEW New System Replacement System Activating/Testing 100% FEA Other

4301 Conventional Wastewater Treatment System \$1528.00

REQUIRED DOCUMENTS (include, but are not limited to): Feasibility Report, Tank Specifications, Proof of Water Source

4302 Non-Conventional Wastewater Treatment System \$1986.00

REQUIRED DOCUMENTS (include, but are not limited to): Feasibility Report, Advanced Treatment Specifications, Maintenance Agreement with Certified Installer, Covenant and Agreement, Proof of Water Source

SYSTEM EVALUATION Tank Replacement Addition of Building/Structure Expansion of 10% or less Other

4303 Without Verification of Prior System Approval \$522.00

REQUIRED DOCUMENTS (include, but are not limited to): Tank Specifications, System Evaluation by Licensed Contractor

4304 With Verification of Prior System Approval \$447.00

REQUIRED DOCUMENTS (include, but are not limited to): Approved OWTS Records, System Evaluation by Licensed Contractor (if system is more than 15 years old)

POST-COASTAL COMMISSION APPROVAL

4305 Conventional or Non-Conventional Wastewater Treatment System \$451.00

REQUIRED DOCUMENTS (include, but are not limited to): Copy of Coastal Development Permit with All Restrictions

PRE-COASTAL COMMISSION APPROVAL

4306 Conventional Wastewater Treatment System \$1528.00

4307 Non-Conventional Wastewater Treatment System \$1936.00

ADDITIONAL REVIEW and/or INSPECTION

7422 EHS III / EHS IV Hourly Rate NO. OF HOURS: _____ X \$167.00/HR
(e.g. Third (3rd) Submittals, Site Revisits, Approved Plan Extension Review, etc.)

7422 Graywater Dispersion Field / Percolation Evaluation \$334.00

Applications are nontransferable. Allow **twenty (20) business days** for work plan review and response.

Field personnel cannot accept payments. **DO NOT SEND CASH.**

Make checks or money order payable to:

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

WORK SITE ADDRESS	
CITY / ZIP/PARCEL (APN) #	
EMAIL CORRESPONDANCE TO	

FOR OFFICE USE ONLY					
	Tigran Khachatryan (626) 430-5380 tkhachatryan@ph.lacounty.gov	Bitania Girma (310) 338-3226 bgirma@ph.lacounty.gov	SR REC'D BY / DATE REC'D:		SITE / PERMIT #:
	Chris Gibson (661) 287-7018 chgibson@ph.lacounty.gov	Kenneth Mattison (661) 723-4549 kmattison@ph.lacounty.gov	PAYMENT REC'D BY / DATE REC'D:		INVOICE #:
	Veronica Aranda (818) 880-3411 varanda@ph.lacounty.gov	Richard Jefferson (818) 880-3410 rjefferson@ph.lacounty.gov	CHECK NO.:		



ENVIRONMENTAL HEALTH

Land Use Program

5050 Commerce Drive, Baldwin Park, CA 91706

◆ Telephone: (626) 430-5380 ◆ http://publichealth.lacounty.gov/eh/EP/lu/lu_main.htm



APPLICATION FOR ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) REVIEW

ALL FIELDS ARE REQUIRED. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

WORK SITE ADDRESS	CITY	ZIP CODE
APN	B&S PLAN CHECK NO. (found on B&S Agency Referral)	

DESCRIPTION OF PROJECT (E.G. NEW RESIDENCE, POOL ADDITION, ADDITION TO RESIDENCE, TANK REPLACEMENT, FIRE REBUILD, ETC.)

PROPERTY OWNER(S) NAME		
ADDRESS (CHECK HERE IF SAME AS WORK SITE ADDRESS <input type="checkbox"/>)	CITY	ZIP CODE
EMAIL	TELEPHONE	MOBILE

CONTRACTOR LICENSE HOLDER NAME	CONTRACTOR QUALIFICATION (PLEASE SELECT ALL THAT APPLY) <input type="checkbox"/> CLASS A <input type="checkbox"/> CLASS B <input type="checkbox"/> C-42 <input type="checkbox"/> C-36	CONTRACTOR LICENSE NUMBER
ADDRESS	CITY	ZIP CODE
EMAIL	TELEPHONE	MOBILE

QUALIFIED PROFESSIONAL NAME	AGENCY	LICENSE NUMBER
ADDRESS	CITY	ZIP CODE
EMAIL	TELEPHONE	MOBILE

Applications are nontransferable. Allow **twenty (20) business days** for work plan review and response.

Field Personnel cannot accept payments. **DO NOT SEND CASH.**

Make checks or money order payable to: **LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH**

REQUIRED SUPPORTING DOCUMENTS:

Submit one (1) electronic copy to: dlanduse@ph.lacounty.gov and

Attach one (1) hard copy of all supporting documents.

PROJECT APPROVALS ARE CONTINGENT UPON COMPLIANCE WITH ALL THE REGULATIONS, ORDINANCES, AND LAWS OF THE STATE OF CALIFORNIA, THE COUNTY OF LOS ANGELES, THE DEPARTMENT OF PUBLIC HEALTH, AND THE ENVIRONMENTAL HEALTH LAND USE PROGRAM.

Recorded at the request: _____
and mailed to: **Applicants Name**

**Los Angeles County
Environmental Health
Land Use Program
5050 Commerce Drive
Baldwin Park, Ca 91706**

SPACE ABOVE THIS LINE FOR RECORDERS USE

**COVENANT AND AGREEMENT
REGARDING NON-CONVENTIONAL ONSITE WASTEWATER TREATMENT SYSTEM
AND THE USE AND TRANSFER OF OWNERSHIP OF PROPERTY
SUBJECT TO THIS COVENANT AND AGREEMENT**

WHEREAS _____ the undersigned property owner(s) (hereinafter referred to as **OWNER**) owns that certain real property described below (hereinafter referred to as **PROPERTY**), which is served, or shall be served, by an Non-Conventional Onsite Wastewater Treatment System constructed and installed pursuant to the County of Los Angeles Uniform Plumbing Code and Health and Safety Code; and

WHEREAS, **OWNER** represents that they are the sole owners of the **PROPERTY**, being situated in the County of Los Angeles, State of California, and described as follows:

Legal Description of **PROPERTY**:

(if lengthy, include as EXHIBIT "A")

Street location/Location of **PROPERTY**:

NOW THEREFORE, the undersigned **OWNER**, in consideration for constructing the Non-Conventional Onsite Wastewater Treatment System and/or occupying dwelling(s) on **PROPERTY**, does hereby promise, covenant and agree to comply with at all times all applicable federal, state, and local laws and requirements regarding the construction, operation, repair and maintenance of a Non-Conventional Onsite Wastewater Treatment System approved by the County for the **PROPERTY**, and that the **OWNER** shall at all times maintain in force a legally valid and binding maintenance and monitoring agreement with an approved servicing company covering such system, and shall provide upon request all maintenance and monitoring information to the County of Los Angeles Department of Public Health or its successor agency (County Health). Said agreement shall include computer monitoring and annual testing required by County Health of the efficiency and effectiveness of the system, including effluent testing as may be applicable. Said testing shall be to ensure the continued ability of the system to meet applicable federal, state, and local laws and requirements, including secondary waste discharge standards. Should the system not be in compliance with said laws and requirements, **OWNER** shall ensure that maintenance and/or repair is performed on the system, and the system shall be subject to re-testing. If following maintenance and repair, the system is still unable to meet applicable laws and requirements, the system shall be replaced with a new Non-Conventional Onsite Wastewater Treatment System upon approval by County Health. A copy of the maintenance and monitoring agreement shall be filed with County Health. Upon a material change in the maintenance

agreement or a change of the approved servicing company, OWNER shall file the new or replacement maintenance and monitoring agreement with County Health within 30 days of said change.

The County is hereby granted easement rights to inspect the Non-Conventional Onsite Wastewater Treatment System, with reasonable notice to OWNER absent an emergency, to insure compliance with the Covenant and Agreement.

Upon approval of the Non-Conventional Onsite Wastewater Treatment System for the PROPERTY, OWNER shall have this document recorded with the Los Angeles County Recorder's Office against the title of the PROPERTY.

This COVENANT AND AGREEMENT, as well as the appurtenant easement for access as set forth above, shall run with the land and shall be binding upon all future owner, heirs, successors, and assigns of the PROPERTY.

This COVENANT AND AGREEMENT shall only be terminated by a RELEASE OF COVENANT AND AGREEMENT duly executed by an authorized agent of the County of Los Angeles, Division of Environmental Health, or its successor agency; said RELEASE shall not be effective until recorded in the County of Los Angeles Recorder's Office.

Dated this _____ day of _____ [month], _____ [year]

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

**EnviroServer® ES Maintenance Agreement
Exhibit "C"**

Date of Agreement: _____

Start-up Date: N/A

Service Provider:

PENINSULA SEPTIC SERVICE, INC.
1840 S. Gaffey Street, #53
San Pedro, CA 90731

Property Owner Information:

NAME: _____

INSTALLATION ADDRESS: _____

HOME TELEPHONE NUMBER: _____

ASSESSOR'S PARCEL NUMBER: _____

PARCEL LEGAL DESCRIPTION: _____

Equipment Information:

(If more than one MicroSepTec/EnviroServer® System is covered by this Agreement, see Addendum "A" listing each specific)

Model #: ES12 Serial #: N/A Capacity (gpd): 1200gpd

The EnviroServer® ES series consists of the following standard components: extended storage fiberglass tank, 3 adjustable risers, air diffuser assembly, air compressor, biomedica, re-circulation pump (air-lift), audible and visual alarm, high level alarm float, compressor failure sensor and effluent filter.

This EnviroServer® ES system contains the following components:

- Telemetry & Interface Control Board
- UV Disinfection
- Low Pressure Effluent Pump Assembly
- High Pressure Effluent Pump Assembly
- Headworks Box
- Drip Irrigation Kit _____ ft

This system(s) is installed to service 1 structure(s). The EnviroServer® shall, at times, be referred to in the Agreement as "System". The system shall only include the EnviroServer(s)® identified by the serial number(s) set forth above or on an attached addendum. The System shall not include any residential electrical wiring, telephone wiring, plumbing, drainage or dispersal systems external to the System. Property Owner agrees to an express service lien on the property until all amounts due are paid in full.

IMPORTANT:

- All provisions on this agreement and any addendum attached hereto, constitutes a recordable instrument, which shall be recorded against the property described above. Read them carefully. No substitutions or changes will be effective without joint approval of property owner and service provider.
- Any and all fees, costs, expenses or other amounts due hereunder are payable at time of service.

Signed by: _____
Property Owner

Signed by: M. Brugh
Service Provider

PENINSULA SEPTIC SERVICE, INC.

Date System was inspected and approved by the appropriate regulatory agency.

EnviroServer® ES Maintenance Agreement

1. **Services** During the term of this Maintenance Agreement ("Agreement"), Service Provider, or its agent, shall perform the following maintenance services with respect to the System. (Service Provider) shall be responsible for delivering and performing only those Services specifically identified below and shall not be responsible for any site work, engineering, plumbing, electrical, or any other items pertaining to the installation of the System, including, without limitation, retaining walls, other structures or grading, which may be contiguous to the System, geology, structural engineering, surveying, preparation of the overall plot plan or contour lines on the plot plan. In order to assist it in carrying out its duties and responsibilities pursuant to this Agreement, (Service Provider) may subcontract with or otherwise engage the services of one or more third parties.
 - 1.1. **Preventative Maintenance Service** (Service Provider) shall, at six-month intervals, perform scheduled Preventive Maintenance Service for the System during the (Service Provider's) normal business hours. All Preventive Maintenance Service shall be performed on-site at the property address of the System identified on the face of this Agreement. Preventive Maintenance Service means the cleaning, lubricating, inspecting, testing, sampling and adjusting of System and the replacement of defective parts. Preventive Maintenance Service also includes upgrades required for the System to the extent the manufacturer or third party suppliers make such upgrades available. The Property Owner agrees to the Preventive Maintenance Service rates set forth on Exhibit A.
 - 1.2. **Remedial Maintenance Services** (Service Provider) shall provide on-site Remedial Maintenance Service in response to an "Alarm One" reported by Property Owner, or by the on-board computer with forty-eight (48) hours of (Service Provider's) receipt of notice of the same. Alarm One means an Alarm indicated by visual and audible notification at the property address of System prompted by a malfunction on the System, preventing it from operating within manufacturer's operation specifications. Problems with the System other than Alarm One shall be addressed as Preventive Maintenance Service during normal business hours. If "Alarm One" is caused by a mechanical malfunction during the 2-year warranty period, the Property Owner shall not be responsible for cost of the repair. The Property Owner agrees to the Remedial Maintenance Service Rates set forth on Exhibit A.
 - 1.3. **System Surveillance** Pursuant to that certain Monitoring Agreement entered into concurrently herewith, by and between MST Holdings ("MST") and Property Owner, MST shall remotely monitor the System for System alarms on continuous basis for the time of start-up and for so long as the System is in service. System components monitored include, but are not limited to, pump, aerators, and high level alarms.
 - 1.4. **Notice of Alarm Ones** Property Owner shall notify (Service Provider) of Alarm Ones by telephone. Property Owner shall cooperate with (Service Provider's) reasonable requests for information and answers to questions under (Service Provider's) standard "trouble report" to determine the cause of the reported problem and whether a Remedial Maintenance Service visit is required.
 - 1.5. **Response to Alarm Ones** If (Service Provider) cannot reasonably determine from the trouble report that an Alarm One received during Emergency On-Call hours was caused by something other than a malfunction in System, (Service Provider) shall, within twenty-four (24) hours of receiving and acknowledging receipt of Property Owner's Alarm One, dispatch a service technician to the Property Address of the System as specified on the face of this agreement. Upon arrival, (Service Provider's) service technician shall be given all necessary ingress and egress to premises.
 - 1.6. **Delay in Response** (Service Provider) shall be excused from delays in responding to Service if caused by force majeure, fires, weather conditions, labor controversies, delays in procurement of parts or supplies, or other causes beyond the control of (Service Provider).
 - 1.7. (Service Provider) shall be responsible for delivering and performing only those Services specifically identified herein and shall not be responsible for any site work, engineering, plumbing, electrical, or any other items pertaining to the installation of the System, including, but not limited to, retaining walls, other structures or grading, which may be contiguous to the System, geology, structural engineering, surveying, preparation of the overall plot plan or contour lines on the plot plan. In order to assist it in carrying out its duties and responsibilities pursuant to this Agreement, (Service Provider) may subcontract with or otherwise engage the services of one or more third parties.
2. **Obligations of (Service Provider) and Property Owner** (Service Provider) agrees to perform the Services in accordance with generally accepted professional practices, in the same and similar localities, related to the nature of the work accomplished, at the same time the Services are performed.
 - 2.1. While (Service Provider) will use reasonable efforts to complete its work in accordance with this Agreement, timing and cost requirements are subject to factors beyond (Service Provider's) control, including force majeure events and delays caused by third parties and Property Owner. (Service Provider) shall not be responsible for any delays, cost overruns, or liability resulting from such factors. To facilitate prompt and efficient completion of the Services, Property Owner and its personnel shall cooperate fully with (Service Provider) and its personnel in all respects, including, without limitation, providing information as to Property Owner requirements, providing access to the facilities at which the System is to be maintained ("Facilities"), and providing access to all necessary information regarding Property Owner's Systems and Facilities.
 - 2.2. Property Owner shall be responsible for making, at its own expense, any changes or additions to Property Owner's current Facilities that may be required to support operation of the System.
 - 2.3. Property Owner shall ensure that:
 - 2.3.1. No repair attempts or other changes are made to System by anyone other than MST Certified Service Technician.
 - 2.3.2. The System is pumped on a regular (Every 1-3 years depending on usage).
 - 2.3.3. The System is not mishandled, misused, neglected, abused, vandalized, damaged by fire, lightning or water, subjected to hazardous chemicals, or otherwise subjected to unusual electrical or physical stress beyond the manufacturer's specified operating capabilities. Property Owner understands that there are no owner serviceable items on the System and that MST's Certified Service Technicians using only manufacturer-approved parts must conduct all repairs and service. The EnviroServer® wastewater treatment system is based on a biological process using natural bacteria and oxygen for efficiently digesting the waste in the water. The following items are examples of what should never be flushed down the drain or toilet because these

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MicroSepTec Maintenance Agreement

items can overtax or destroy the biological digestion or clog pumps and pipes and constitute misuse and/or abuse of the System: excessive amounts of fat, grease or oil, coffee grounds, disposal diapers, feminine hygiene products, condoms, cigarette butts, gauze bandages, Q-tips, toys, dental floss, construction debris, kitty litter, excessive amounts of disinfectants and cleaning supplies, chemicals, such as paints, varnishes, thinners, waste oils, photographic solutions, pesticides and medicines.

- 2.3.4. Property Owner is responsible for maintaining continuous phone (if applicable) and electrical service to the System.
- 2.3.5. Property Owner will insure the System's structural integrity is protected by certain acts, including, but not limited to, construction of a structure on the System, blocking access to the System, or allowing vehicles and other heavy equipment to travel over the System.
- 2.4. Subject to any obligation (Service Provider) and/or MST may have under applicable federal, state or local law, statute ordinance or regulation, (Service Provider) agrees to use its best efforts to maintain strict confidentiality relating to the Services and shall release any such information only to its employees and subcontractors in the performance of the Services or to Property Owner's authorized representatives and to persons designated by the same to receive such information. Notwithstanding the foregoing, Property Owner hereby acknowledges and agrees that (Service Provider) may need to share information regarding the Services with MST in connection with its provision of services under the Monitoring Agreement.
- 2.5. (Service Provider) shall perform all Preventive and Remedial Maintenance. These obligations include, but are not limited to, six-month inspections and emergency services available within twenty-four (24) hours of service request.
- 2.6. Property Owner hereby acknowledges and agrees that this Agreement shall be executed concurrently with the Monitoring Agreement and the Purchase and Sale Agreement, both of which must be executed at the time of the purchase and sale of, and prior to the installation of, the System. Execution of the same is an express prerequisite to sale and installation of the System.
- 2.7. To the extent any Preventive or Remedial Maintenance Service is required after start up because of Property Owner's failure to comply with the items of this section, (Service Provider) may, at its sole discretion, bill for these services at (Service Provider's) then current and applicable service rates.
3. Access to Property Owner Facility (Service Provider), its employees and agents, will be granted access to the System on an as-needed basis for the purpose of repairing failures. Access to Property Owner Facilities shall be restricted to normal business hours, except for emergency services. Access to Property Owner Facilities outside normal business hours must be approved in advance by Property Owner, which approval will not be unreasonably withheld, except in the case of an emergency. (Service Provider) shall have no tenancy, or any other property or other rights in Property Owner Facility. All (Service Provider) personnel shall carry and produce, when requested, a valid identification card. While at any Property Owner Facility, (Service Provider's) personnel, contractors, and subcontractors shall (1) comply with Property Owner's requests regarding personal and professional conduct and (2) otherwise conduct themselves in a professional and businesslike manner.
4. Acceptance of Services When (Service Provider) notifies Property Owner that it has completed the Services, Property Owner shall have three (3) days to evaluate the Services to determine whether they reasonably conform to the System specifications and the requirements of the Agreement. (Service Provider's) performance of the Services shall be deemed accepted by Property Owner unless the Property Owner to provide written notice to (Service Provider) before the end of three (3) day evaluation period that the performance does not conform to the specifications. Such notice shall describe with particularity the nature of the nonconformance. If Property Owner gives timely notice that (Service Provider's) performance is nonconforming, (Service Provider) shall have seven (7) days from receipt of the notice to make and submit to Property Owner changes that may reasonably be required to correct the deficiencies described in the notice. Property Owner shall not unreasonably withhold or delay acceptance. (Service Provider's) sole liability, and Property Owner's sole remedy, for nonconformance with the specifications shall be to cure the nonconformance.
5. Payment (Service Provider) shall provide all Preventive and Remedial Services on a time and materials basis at (Service Provider's) then current rates for so long as the System is in service.
6. Expenses Property Owner shall reimburse (Service Provider) for all expenses reasonably incurred in rendering services to Property Owner pursuant to this Agreement ("Expenses"). Such Expenses shall include, without limitation, reasonable travel expenses (including transportation, lodging, and meals. Property Owner shall also reimburse (Service Provider) for special or unusual expenses incurred at Property Owner's specific request. Expenses shall normally be invoiced upon completion of service. All invoices shall be paid by Property Owner within fourteen (14) days of receipt. Time is of the essence of this payment obligation. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law.
7. Taxes Property Owner shall pay or reimburse (Service Provider) for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the performance of the Services under this Agreement: excluding, however, income taxes on profits which may be levied against (Service Provider).
8. Other Fees Unless otherwise provided in the Agreement or in one of its Exhibits, payment for all other services rendered by (Service Provider) shall be at (Service Provider's) then current rates.
9. Term and Termination
- 9.1. Term This Agreement shall commence upon the parties' execution of this Agreement and shall continue in full force and effect until termination as provided in herein.
- 9.2. Termination If either party is in breach of any material term or condition of this Agreement and such breach has remained uncorrected for sixty (60) days after notifying the other party, in writing, of the specific breach, either party may terminate this Agreement upon written notice, subject to local regulatory requirements and/or covenants. Notwithstanding the foregoing, (Service Provider) shall have the right to immediately stop all work for Property Owner and advise regulators of same, if Property Owner fails to pay MST in a timely manner as required hereunder. Any such failure to pay shall constitute a material breach of this Agreement by Property Owner.

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10. **Limited Warranty** MST warrants the System to be free from defects in material and workmanship for a period of two (2) years from the date of original purchase. MST's sole obligation under this warranty is to provide any parts to the System that need to be replaced provided that such obligation shall automatically terminate in the event the System has been altered by Property Owner or any other third party in any way. This warranty covers only normal, authorized use of the System. MST is not responsible for warranty service should the MST label, logo, or serial number be removed or should the System fail to be properly maintained or fail to function properly as a result of misuse, abuse, improper installation, neglect, improper shipping, damage caused by disasters such as fire, flooding by external means, lightning, improper wiring or electrical current, interaction with non-MST products, service other than by a MST authorized service provider or the discharging of hazardous or flammable materials through the System. This warranty applies only to the System and does not include the chlorine tablets, if applicable, or any of the existing on-site wiring, plumbing, drainage or additional disposal system. In addition to, and not in limitation of anything else contained in this warranty. MST is not responsible for any delay or damages caused by defective components or material, or for loss incurred because of interruption of service, or for any other special or consequential damages or incidental expenses arising from the manufacture, sale, or use of the System. The System is based on a biological process using natural bacteria and oxygen for efficiently digesting the waste in the water. The following items are examples of what should never be flushed down the drain or toilet because these items can overtax or destroy the biological digestion or clog pumps and pipes and constitute misuse and/or abuse of the system: excessive amount of fat, grease or oil, coffee grounds, disposal diapers, feminine hygiene products, condoms, cigarette butts, gauze bandages, Q-tips, toys, dental floss, construction debris, kitty litter, excessive amounts of disinfectants and cleaning supplies, chemicals, such as paints, varnishes, thinners, waste oils, photographic solutions, pesticides, and medicines. MST reserves the rights to revise, change, or modify the construction and design of the System or any component part or parts thereof without incurring any obligation to make such changes or modifications in previously manufactured equipment. MST also reserves the right, in making replacements of component parts under this warranty, to furnish a component part which, in its judgment, is equivalent to the company part replaced.
11. **Disclaimer of Warranties** THE LIMITED WARRANTY AND REMEDY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY PERSON OR FIRM ARE EXPRESSLY VOID. THE LIMITED WARRANTY IS SOLELY FOR THE BENEFIT OF PROPERTY OWNER AND PROPERTY OWNER SHALL HAVE NO AUTHORITY TO EXTEND SUCH WARRANTY TO ANY THIRD PARTY, EXCEPT AS EXPRESSLY SET OUT HEREIN, PROPERTY OWNER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE SYSTEM IS AT PROPERTY OWNER'S SOLE RISK. THE SYSTEM IS PROVIDED "AS IS" WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXCEPT AS EXPRESSLY SET OUT HEREIN. MST DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MST DOES NOT WARRANT THAT THE SYSTEM WILL MEET PROPERTY OWNER'S REQUIREMENTS OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SYSTEM WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET OUT HEREIN, THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SYSTEM IS ASSUMED BY PROPERTY OWNER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MST OR MST'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY. SHOULD THE SYSTEM PROVE DEFECTIVE, PROPERTY OWNER (NEITHER MST NOR ITS AUTHORIZED REPRESENTATIVES) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.
12. **Limitation of Liability** IN NO EVENT SHALL MST BE LIABLE TO PROPERTY OWNER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH MST'S PERFORMANCE UNDER THIS AGREEMENT OR USE OF OR INABILITY TO USE THE SYSTEM. IF ANY, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF MST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MST'S TOTAL LIABILITY TO PROPERTY OWNER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, [INCLUDING NEGLIGENCE] OR OTHERWISE), SHALL NOT EXCEED THE AMOUNT OF THE MAINTENANCE FEES ACTUALLY PAID BY PROPERTY OWNER PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, MST SHALL NOT BE LIABLE FOR DEFECTS IN OR FAILURES OF THE SYSTEM FROM OR DEVELOPED BY THIRD PARTIES, OR FOR DEFAULTS BY, OR DEFECTS IN SERVICES RENDERED BY, THIRD PARTIES.
13. **Indemnification**
- 13.1. MST, their respective distributors and dealers shall indemnify Property Owner and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by Property Owner as a result of any claim, judgment, or adjudication against Property Owner arising from (i) any breach or allegation which, if true, would constitute a breach of any of MST's obligations or warranties in this Agreement; (ii) the actions or omissions of MST, its officers, directors, employees, independent contractors, agents, assigns, or any other person or entity working under the supervision of or at the direction of MST, provided that Property Owner (a) promptly notifies MST in writing of any such claim and gives MST the opportunity to defend or settle any such claim at MST's expense and (b) cooperates with MST, at MST's expense, in defending or settling such claim.
- 13.2. Property Owner shall protect, defend and indemnify MST, their respective agents, distributors, dealers, subcontractors and employees, and hold them harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by them as a result of any claim, judgment, or adjudication against them related to or arising from: (i) any breach or allegation which, if true, would constitute a breach of any of MST's obligations or warranties in this Agreement; (ii) the actions or omissions of MST, its officers, directors, employees, independent contractors, agents, assigns, or any other person or entity working under the supervision of or at the direction of MST, provided that Property Owner (a) promptly notifies MST in writing of any such claim and gives MST the opportunity to defend or settle any such claim at MST's expense and (b) cooperates with MST, at MST's expense, in defending or settling such claim. MST shall have no liability for intellectual property infringement to the extent that the infringement arises from (i) use of the System in combination with any third party Systems; (ii) modifications or maintenance of the System by a party other than MST or an MST authorized agent; (iii) misuse of the System; and (iv) failure of Property Owner to implement any improvement of the System, if the infringement claim would have been avoided by the use of the improvement.
14. **Covenants Running with the Land** (If applicable) It is agreed and understood that this Agreement is made and accepted by the Property Owner as a "covenant running with the land" and that this Agreement shall apply to and be binding upon all successive future owners and occupants as it is to the original Property Owner herein. The Property Owner acknowledges and agrees that this Agreement creates a lien upon the described land and said lien may be foreclosed against said property or owner upon non-payment of any fees, costs, payments or other charges due hereunder when such non-payment exceeds a period of thirty (30) days. The property Owner, by executing this Agreement, expressly vests in MST, or (Service Provider), or its successors and assigns, the right to bring all actions against the owner of the property as herein described or any part hereof for the collections of the any such charges.

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MicSepTec Maintenance Agreement

- 15. **Right of Way and Easement** Property Owner and its successors and assigns, does hereby grant and convey unto MST, (Service Provider), their successors and assigns, a right of way and easement for access, ingress and egress, on, over, above, across and under the property for the purpose of inspecting, maintaining, repairing, replacing, operating, and removing the System during the term of the Agreement.
- 16. **Arbitration; Governing Law** The rights and obligations of the Parties under this Agreement will be governed by and construed under the substantive laws of the State of California, U.S.A., without regard to choice of law principles. Any dispute, controversy or claim arising out of or relating to this Agreement shall be finally settled by arbitration in Orange County, California, U.S.A. In accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the English language. The prevailing Party in such arbitration shall be entitled to reasonable attorney's fees, costs and necessary disbursements.
- 17. **Miscellaneous**
 - 17.1. **Independent Contractors** The Parties hereto are acting as independent contractors and are not employees, agents or legal representatives of the other Party. Neither Party is authorized to bind the other Party, act as an agent for the other Party, or otherwise act in the name of or on behalf of the other Party.
 - 17.2. **Notice** Notices permitted or required under this Agreement shall be deemed to have been given on the date actually received, when personally delivered, when sent by telecopy followed with written confirmation sent by mail as provided herein or three (3) days after mailing if mailed by registered or certified mail, return receipt requested to the addresses set forth for each party on the face of this Agreement. Notice of change of address shall be effective only upon receipt.
 - 17.3. **Non-Assignability and Binding Effect** Property Owner agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of (Service Provider). (Service Provider) may assign this Agreement to any affiliate or to any successor by merger or sale of substantially all of its assets to which this agreement relates in a manner such that the assignee becomes liable and responsible for the performance and observance of all duties and obligations hereunder. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
 - 17.4. **Force Majeure** Except for Property Owner's obligation under this Agreement to pay for the System, non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party. In case of threatened or actual non-performance because of any of the above causes, the non-performing Party will exercise commercially reasonable efforts to avoid and cure such non-performance. If the suspension of performance continues for more than sixty (60) days, (Service Provider) may terminate this Agreement effective immediately, without any liability to Property Owner.
 - 17.5. **Partial Invalidity** If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly affects the Parties' intent in entering into this Agreement.
 - 17.6. **Waiver** The failure of either Party to enforce at any time the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.
 - 17.7. **Entire Agreement** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Party to be bound thereby.
 - 17.8. **Section Headings** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
 - 17.9. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument. To the maximum extent permitted by law or any applicable governmental authority, any document may be signed and transmitted by facsimile with the same validity as if it were an ink-signed document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

"(Service Provider)"

PENINSULA SEPTIC SERVICE, INC.
1840 S. Gaffey Street, #53
San Pedro, CA 90731

By: M. Dragich
Print Name: Matt Dragich
Title: V. President

"Property Owner"

By: _____
Print Name: _____
Title: _____

Initial Here: _____



Septic System Installation Bid

TODAYS DATE: November 22, 2019

JOB NAME: Rolling Hills Community Association

JOB LOCATION: 2 Portuguese Bend Rd
Rolling Hills, Ca 90274

BID AMOUNT: For the Principal sum of: \$71,400.00

**BRIEF WORK
DESCRIPTION:**

Install ES – 12 Advanced sewage disposal system with (1) 4' x 50' (total depth) seepage pit with 5' cap depth as approved by Los Angeles County Health /Land Use. Connect tank to (1) sewer stub out adjacent to tank with 4" ABS pipe. Tank to have (3) manhole covers to grade and (1) riser on seepage pit with traffic vault cover. Mount control panel, with telemetry option, within 50ft of tank and connect to septic tank with 3/4" conduit. Run 1" PVC air lines from control panel to middle manhole riser.

Pump, and abandon existing septic system with slurry backfill.

Does not include dirt removal, dirt spoils to be stockpiled on site.

- Includes permits from Los Angeles County Building and Safety.
- Owner to remove any tree's or objects interfering with install.
- A deposit of \$30,000.00 will be required before startup to cover deposit on ES – 12 tank and other materials.
- Owners to provide dedicated 110 electrical service and internet ethernet cable to control panel adjacent to treatment tank.

CONTACT: Kristen Raig Kraig@rhca.net 310-544-6222

Physical Address: 670 W. 6th St., San Pedro, CA 90731
(310) 832-4800

Fax (310) 832-2630

Mail to: 1840 S. Gaffey St., San Pedro, CA 90731
Email to: peninsulaseptic@sbcglobal.net

Sewer Contractor License # 800772

A. TERMS OF PAYMENT:

20% (twenty percent) of the total contract amount plus required tank deposit shall be issued to us before our mobilization onto the job site. Progress payments and final balance of contract, including field change orders, shall become due as invoiced.

If payment or any portion thereof is delinquent, you agree to pay in addition to any and all delinquent amounts, 2.0% per month or 24% annual rate as liquidated damages on the unpaid balance.

B. TO BE FURNISHED BY OTHERS:

B.1 Access suitable and timely for all equipment and material trucks moving under their own power to all areas of work. Access includes, but is not limited to, furnishing of materials, acceptable ramps, benches and maintenance of same.

B.2 The protection, relocation, removal and/or repair of all utilities that interfere with Peninsula Septic Service Inc. work, whether overhead, on or below the surface, as well as those on adjacent property.

C. GENERAL CONDITIONS:

C.1 Peninsula Septic Service Inc. assumes no responsibility for any damages to curbs, sidewalks, pavements, landscaping, sprinklers, trees, or any underground utilities and land survey layout. Advance preparations should be made by others to preserve or maintain these items prior to our mobilization and during the progress of our scope of contract work.

C.2 We will furnish daily work tickets to you to acknowledge the work being done. If for any reason you do not agree with outline set forth therein, it shall be the responsibility of the customer or the customer's representative to acknowledge or dispute work tickets on a daily basis. Failure to do so constitutes acceptance of work ticket for each working day. Customer relinquishes all rights to challenge work tickets not signed on a daily basis.

C.3 This proposal is given for acceptance within five (5) days. Contracts are subject to supplier delays, acts of God, labor disturbances, war or Acts of Government. Scheduling of work should be made as far in advance as possible so that agreed schedules can be met.

C.4 Unless specified otherwise, only conventional tools of the trade will be used. Any other work items other than as specified herein before, will be extra. All extra work must be approved and signed for on a daily basis.

C.5 No extra work will be performed without a fully executed, approved change order acknowledging description of work, pricing, and terms of payment.

C.6 Extra work and items of work specifically excluded but performed by Peninsula Septic Service Inc. or delays resulting from interference or non-performance of others, shall be invoiced at extra work rates, or will be negotiated and included in progress estimates, and reimbursed according to our terms of payment.

D. EXTRA WORK RATES:

D.1 Delays, and/or obstructions by causes beyond the control of Peninsula Septic Service Inc. will be charged additional to this contract at the following rates for affected labor and/or equipment operating at each occurrence.

Foreman	\$ 110.00/hr	Laborer	\$ 90.00/hr
Auger Rig	\$365.00/hr	Backhoe	210.00/hr
Dump Truck	\$210.00/hr	Vacuum Truck	\$250.00/hr

Obstructions are defined as any material which cannot be drilled with conventional earth augers which requires the use of special rock augers, core barrels, tools, blasting, and/or other method of hand excavation. All earth seams, rock fragments, and voids included in this rock excavation area will be considered rock for the full volume of the excavation from initial contact with rock, for payment purposes.

D.2 Additional Manhole Depth: \$ 150.00 per L.F.

D.3 Additional Seepage Pit Depth: \$ N/A per L.F., to a maximum of 45 feet, or \$ N/A per L.F., for 45 feet to 85 feet. (based on diameter quoted).**

D.4 Any third party work and/or material handled by Peninsula Septic Service Inc. at the direction of client will be invoiced at invoice plus 20%.

I/We hereby accept this proposal / contract and agree to abide by its terms and conditions.

ESTIMATOR:  **DATE:** 11/22/2019
Nick & Matt Dragich

ACCEPTED BY: _____ **DATE:** _____

From: [Kristen Raig - RHCA](#)
To: [Elaine Jeng](#)
Cc: "Alan Palermo"; [Meredith Elguira](#)
Subject: RE: septic tank
Date: Wednesday, January 15, 2020 9:05:41 AM

Hi Elaine,

Thanks very much for your email. Here are the answers to your questions.

1. The septic tank is being considered and completed as a totally stand alone project, separate from the tennis improvements.
2. If the project is approved by the City Council, the next step is to obtain permits (City signatures are required on the permit applications). Once the permits are approved the work will be scheduled with the contractor. We anticipate work will take place in March – April.
3. The RHCA will have a traffic control plan prepared by an engineer prior to the start of construction.
4. The control panel will be located in a place that will not impact the ADA construction.
5. The cabana project design is in progress.
6. The RHCA is seeking the City's approval to approve the replacement of the septic tank only and, as the property owner, to authorize signing the paperwork needed to submit an application to the County.
7. The RHCA intends to pay all permit and construction costs for the replacement of the septic system.
8. As mentioned above, permit application submittal to the County requires signatures from City. The RHCA intends to apply to the county as soon as the application is completed.

Thanks very much.

Kristen Raig, Manager
Rolling Hills Community Association
#1 Portuguese Bend Road
Rolling Hills, CA 90274
Ph: 310-544-6222
www.rhca.org

From: Elaine Jeng <ejeng@cityofrh.net>
Sent: Tuesday, January 14, 2020 6:13 PM
To: Kristen Raig - RHCA <kraig@rhca.net>
Cc: Alan Palermo <alanmpal@gmail.com>; Meredith Elguira <melguira@cityofrh.net>
Subject: Re: septic tank

Kristen,

I received the letter that was dropped off at City Hall. I can take the item to Council at the January 27, 2020 meeting for their review and approval provided that I have the following

information:

1. How will the septic tank replacement will be coordinated with the City's ADA project and the Association's ultimate improvements to the tennis court social areas?
2. If approved by Council on January 27, 2020, when will the replacement start? Duration?
3. Do you have a traffic control plan for when the work will take place to accommodate ingress and egress traffic at the project site?
4. Where will the control panel be located?
5. What is the status of the design phase for the amenities improvement project (cabana area improvements)? Complete, in progress? If in progress, how long to completion?
6. Are you seeking City Council's approval to just replace the septic tank or are you asking the City Council for approval of the entire project (septic tank plus amenities improvement project)?
7. Are you seeking the City Council's contribution to the amenities project? If so, how much are you asking for?
8. Public Health application requested referral from LA County Public Works Building and Safety Division. Has this been achieved?

Elaine

From: Kristen Raig - RHCA <kraig@rhca.net>

Sent: Tuesday, January 14, 2020 11:13 AM

To: Elaine Jeng <ejeng@cityofrh.net>

Subject: septic tank

Elaine,

The RHCA board approved the bid from Peninsula Septic to replace the septic tank at the main gate. I dropped off a letter with some paperwork at city hall yesterday.

A couple of items need to be signed by City representatives as part of the permit submittal process. Let me know what the next steps are to get those papers signed.

The RHCA intends to pay the full cost of the replacement and the permit.

Take care,

Kristen Raig, Manager
Rolling Hills Community Association
#1 Portuguese Bend Road
Rolling Hills, CA 90274
Ph: 310-544-6222
www.rhca.org



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.D
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: SEWER FEASIBILITY STUDY PHASE II FINAL REPORT BY WILLDAN ENGINEERING.

DATE: January 27, 2020

BACKGROUND:

At the May 13, 2019 City Council Meeting, City Council considered and approved a Professional Services Agreement with Willdan Engineering for the Phase II Sanitary Sewer Improvement Feasibility Study. In July 2019 Willdan Engineering kicked off the project and submitted the first draft of the Phase II Sewer Feasibility Study Report in October 2019. This draft report was submitted to the City of Rolling Hills, Rolling Hills Estate, and City of Torrance for review and comments. Concurrently, Will Serve Letter requests (two letters) were submitted to Sanitation Districts of Los Angeles County for downstream treatment of wastewater. The first Will Serve Letter request was for connecting the City Hall and Tennis Court Site. The second Will Serve Letter request was for connecting existing 235 single family homes in the City of Rolling Hills.

Rolling Hills Estates provided comments in October 2019 (Appendix O of the Final Report). City of Rolling Hills Consultant, Alan Palermo reviewed the report on behalf of the City and provided comments on November 27, 2019 (Appendix N of the Final Report). Sanitation Districts of Los Angeles County provided the Will Serve Letter for connecting City Hall and the Tennis Court Site on November 5, 2019 (Appendix A of the Final report).

The information above was presented in an update to City Council at the November 25, 2019 City Council Meeting

DISCUSSION:

Willdan Engineering submitted the Final Report in December 2019. This final report addressed comments received from all agencies that reviewed the first draft including review comments from the City of Torrance (dated November 26, 2019, Appendix P of the Final Report). Comments from the City of Torrance include upsizing two additional segments of sewer pipe from 8-inches to 10-inches for the following reasons:

- The first draft report recommended upsizing one segment of sewer pipe from 8-inches to 10-inches and then connecting back to an 8-inch sewer pipe. This situation could result in a restriction in the sewer line and result in obstructions or plugging. Request that the downstream segment also be upsized from 8-inch to 10-inch sewer pipe.
- Another sewer pipe segment adjacent to the upsized segment will be flowing near design capacity after new flows are added, request this segment also be upsized from 8-inch to 10-inch sewer pipe

Sanitation Districts of Los Angeles County provided the second Will Serve Letter for connecting existing 235 single family homes in the City of Rolling Hills on December 5, 2019 (Appendix A of the Final report).

City of Rolling Hills Consultant, Alan Palermo reviewed the final report on behalf of the City and confirmed comments from previous review were addressed. The Sewer Feasibility Study Phase II has been submitted to Los Angeles County Department of Public Works (LACDPW) for final review and approval; review is expected to be completed by January 27, 2020.

Upon approval by LACDPW, Willdan Engineering will have completed the Sewer Feasibility Study Phase II. Consequently, after the City completes its review and acceptance of the Cost Estimate for the proposed improvements, Willdan Engineering will have completed the scope of services in their contract and the City can proceed to the next steps in this program.

FISCAL IMPACT

On May 13, 2019, the City Council considered and approved a contract for an amount not-to-exceed \$32,240 with Willdan Engineering for the Phase II Sanitary Sewer Feasibility Study. The project is on budget with no cost overrun.

RECOMMENDATION:

Staff recommends that the City Council receive and file the Sewer Feasibility Study Phase Final Report as completed and staff will return to City Council in February after Strategic Planning with recommendations for the next steps in this sewer program.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOHANA CORONEL, CITY CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PRESENT THE CITY COUNCIL PRIORITIES FOR FISCAL YEAR 2020-2021 AND FISCAL YEAR 2021-2022 DEVELOPED AS PART OF THE STRATEGIC PLANNING WORKSHOP (ORAL).

DATE: January 27, 2020

BACKGROUND:
NONE.

DISCUSSION:
NONE.

RECOMMENDATION:
NONE.

ATTACHMENTS:



Agenda Item No.: 8.B
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOSEPH ALVARADO, SENIOR MANAGEMENT ANALYST

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE RECOMMENDATION BY THE PERSONNEL COMMITTEE TO ADJUST THE MAXIMUM CITY CONTRIBUTION TO EMPLOYEE HEALTH INSURANCE PREMIUMS FOR CALENDAR YEAR 2020 AND BEYOND.

DATE: January 27, 2020

BACKGROUND:

On November 23, 2015, the City Council adopted Resolution No. 1181 limiting the City's contribution to employee medical, dental and vision insurance premium costs and to update the employee handbook and personnel policy manual accordingly.

In the resolution, an insurance premium cap amount that reflects the City's contribution to an employee's insurance premium amounts was established for medical, dental, and vision plans. The resolution states that the City shall pay 100% of the employee's single-party premium and pay 80% of the medical premium for an employee's eligible dependents.

The monthly cap amount for the City's contribution towards an employee's medical insurance premium was set at \$1,642, which was based on CalPERS 2015 health insurance rates for family coverage under the Anthem Traditional HMO Plan. The monthly cap amount for dental family insurance premium was set at \$202, under the Met

Life DPPO plan. The monthly cap amount for vision family insurance premium was set at \$30, under the VSP plan.

Since 2015, the City has not adjusted the amounts the City contributes towards an employee's health insurance premium plans.

DISCUSSION:

Resolution 1181 established the health insurance premium cap limits, effective January 1, 2016. The resolution also required that the City Personnel Committee review the health insurance premiums each year to determine if it wants to recommend that the City Council make changes to the health insurance premium cap limits due to market forces in the insurance field or to stay competitive with similar municipal government benefits coverage for employees.

The personnel committee have not met annually as prescribed in the resolution. The City's current health insurance premium amounts reflect 2015 CalPERS rates, which are shown in the chart below:

2015 CalPERS Health Rates:

Coverage Type	Insurance Provider	Family Rate
Health	Anthem Traditional HMO	\$1,642
Dental	Met Life DPPO	\$202
Vision	VSP	\$30

Since 2015, health insurance cost have increased proportionally and provided below are the new 2020 CalPERS health insurance premium amounts:

2020 CalPERS Health Rates

Coverage Type	Insurance Provider	Family Rate
Health	Anthem Traditional HMO	\$2,346.84
Dental	Met Life DPPO	\$222.01
Vision	VSP	\$32.13

The Personnel Committee met on Wednesday, January 22, 2020 and reviewed health insurance premiums and employer contributions for six cities: Hermosa Beach, Carson, Rolling Hills Estates, Palos Verdes Estates, Bradbury and Hidden Hills. Having consideration for the lack of adjustments the City's contribution amount, the increases in health care cost over the last five years, and to stay competitive with similar municipal government practices, the Personnel Committee recommends that the City Council consider increasing the City's maximum monthly contribution amounts for employee

health insurance premiums by 1% for calendar year 2020. The 80% of the City’s contribution towards the premium for an employee’s eligible dependents, shall remain the same.

Recommended 1% adjustment to current Contribution Cap

Coverage Type	Insurance Provider	Current Maximum City Contribution (Family Rate)	City Contribution with 1% adjustment
Health	Anthem Traditional HMO	\$1,642	\$1,658.42
Dental	Met Life DPPO	\$202	\$204.02
Vision	VSP	\$30	\$30.30

The Personnel Committee is also recommending an adjustment schedule for the City’s maximum contribution to the employees’ health insurance premiums beyond calendar year 2020 as follows:

Coverage Type	Maximum City Contribution (Family Rate) for calendar year 2020 – 1% increase	Maximum City Contribution (Family Rate) for calendar year 2021, 2022, 2023 – 0% increase	Maximum City Contribution (Family Rate) for calendar year 2024 – 2% increase
Health	\$1,658.42	\$1,658.42	\$1,691.59
Dental	\$204.02	\$204.02	\$208.10
Vision	\$30.30	\$30.30	\$30.91

FISCAL IMPACT

Currently, the City has a total of 6 full time employees. Only one City employee has a health plan that exceeds the current City’s cap amount of \$1,642 per month. This employee pays the difference that exceeds the cap amount, out of pocket.

As recommended, if the City adjusted its maximum contribution by 1% for calendar year 2020, the new City’s cap amount would increase health plans as such: medical coverage to \$1,658.42, dental coverage to \$204.02, and vision coverage to \$30.30.

The 1% adjustment would increase the City’s cap an additional \$18.74 per month per employee or \$224.88 a year per employee. For 6 employees, the fiscal impact would be

\$1,349.28 for calendar year 2020. For calendar year 2021-23, the City's Cap would remain the same as calendar year 2020.

For calendar year 2024, a 2% increase is proposed from the City's cap of years 2021-23. The 2% adjustment would increase the City's cap an additional \$37.86 per month per employee or \$454.32 a year per employee. For 6 employees, the fiscal impact would be \$2,725.92 for calendar year 2024. The total fiscal impact is \$4,075.20 when combining the 1% increase in calendar year 2020 and the 2% increase in calendar year 2024.

CONCLUSION

Staff recommends City Council consider and approve the Personnel Committee's recommendations to adjust the City's maximum contribution to employees' health insurance premiums.

RECOMMENDATION:

It is recommended that the City Council consider increasing the City's maximum monthly contribution amounts for employee health insurance premiums for calendar year 2020.

- Increase the City's current maximum monthly contribution amounts for employee health insurance premiums (Contribution Cap) for calendar year 2020 by 1%
- No increases to the Contribution Cap for calendar years 2021, 2022, 2023
- Beginning calendar year 2024, increase Contribution Cap by 2%
- After calendar year 2024, increase Contribution Cap every three years

ATTACHMENTS:

[Attach_01 ResolutionNo1181_01 Health Ins Cap.pdf](#)

[Attach_02_2015 CalPERS Health Ins Prem Rates.pdf](#)

[Attach_03_2020 CalPERS Health Ins Prem Rates.pdf](#)

[Attach_04_2020 CalPERS Dental + Vision Ins Prem Rates.pdf](#)

RESOLUTION NO. 1181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS LIMITING THE CITY'S CONTRIBUTION TO EMPLOYEE MEDICAL, DENTAL AND VISION INSURANCE PREMIUM COSTS AND UPDATING THE EMPLOYEE HANDBOOK AND PERSONNEL POLICY MANUAL ACCORDINGLY.

WHEREAS, the City maintains personnel policies to govern the City's relations with its employees; and

WHEREAS, the City Council adopts Resolutions amending the personnel policies related to compensation and benefits affecting its employees; and

WHEREAS, the City Council wishes to limit the City's contributions for employee medical, dental and medical insurance premiums; and

WHEREAS, the City Council Personnel Committee, Finance Director and City Manager recommend these changes to the benefits, compensation and other personnel policies.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The employee benefits other personnel policies are amended as follows:

A. Insurance Premium Cap--a cap limiting the City's contribution to medical insurance premiums up to a maximum monthly family premium of \$1,642 based on the 2015 rate for the Anthem Traditional HMO plan. Furthermore, a cap limiting the City's contribution to dental insurance premiums up to a maximum monthly family premium of \$202 based on the 2015 rate for the Met Life DPPO plan. Finally, a cap limiting the City's contribution to vision insurance premiums up to a maximum monthly family premium of \$30 based on the 2015 rate for the VSP plan. These caps will be effective on January 1, 2016 and will be reviewed each year by the Personnel Committee to determine if it wants to recommend to the City Council any changes due to market forces in the insurance field or to stay competitive with similar municipal government benefits concerning employee premium coverage for medical, dental and vision insurance.

B. Employee Handbook and Personnel Policy Changes:

1. To include reference that the medical, dental and vision insurance cap that the City is implementing applies to all employees in the Employee Handbook.

Section 2. The City Clerk is directed to certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of November, 2015.



JEFF PIEPER
MAYOR

ATTEST:



HEIDI LUCE
CITY CLERK

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

I certify that the foregoing Resolution No. 1181 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS
LIMITING THE CITY'S CONTRIBUTION TO EMPLOYEE MEDICAL, DENTAL
AND VISION INSURANCE PREMIUM COSTS AND UPDATING THE EMPLOYEE
HANDBOOK AND PERSONNEL POLICY MANUAL ACCORDINGLY.

was approved and adopted at a regular meeting of the City Council on November 23, 2015, by the
following roll call vote:

AYES: Councilmembers Black, Dieringer, Mirsch, Wilson and Mayor Pieper.

NOES: None.

ABSENT: None.

ABSTAIN: None.

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

Administrative Offices



HEIDI LUCE
CITY CLERK

CalPERS Health Premiums

	2014						2015						Percent Change	
	Non-Medicare			Medicare			Non-Medicare			Medicare			Non-Medicare	Medicare
	Single	2-Party	Family	Single	2-Party	Family	Single	2-Party	Family	Single	2-Party	Family		
Bay Area														
Anthem Select	\$ 657.33	\$ 1,314.66	\$ 1,709.06	\$ 341.12	\$ 682.24	\$ 1,023.36	\$ 662.41	\$ 1,324.82	\$ 1,722.27	\$ 445.38	\$ 890.76	\$ 1,336.14	0.77%	30.56%
Anthem Traditional	728.41	1,456.82	1,893.87	341.12	682.24	1,023.36	827.57	1,655.14	2,151.68	445.38	890.76	1,336.14	13.61%	30.56%
Blue Shield	836.59	1,673.18	2,175.13	298.21	596.42	894.63	928.87	1,857.74	2,415.06	352.63	705.26	1,057.89	11.03%	18.25%
Blue Shield NetValue	704.01	1,408.02	1,830.43	298.21	596.42	894.63	870.60	1,741.20	2,263.56	352.63	705.26	1,057.89	23.66%	18.25%
Kaiser	742.72	1,485.44	1,931.07	294.97	589.94	884.91	714.45	1,428.90	1,857.57	295.51	591.02	886.53	(3.81%)	0.18%
UnitedHealthcare	764.24	1,528.48	1,987.02	193.33	386.66	579.99	850.67	1,701.34	2,211.74	267.41	534.82	802.23	11.31%	38.32%
PERS Choice	690.77	1,381.54	1,796.00	307.23	614.46	921.69	700.84	1,401.68	1,822.18	339.47	678.94	1,018.41	1.46%	10.49%
PERS Select	661.52	1,323.04	1,719.95	307.23	614.46	921.69	690.43	1,380.86	1,795.12	339.47	678.94	1,018.41	4.37%	10.49%
PERSCare	720.04	1,440.08	1,872.10	327.36	654.72	982.08	775.08	1,550.16	2,015.21	368.76	737.52	1,106.28	7.64%	12.65%
PORAC	634.00	1,186.00	1,507.00	397.00	791.00	1,264.00	675.00	1,292.00	1,642.00	402.00	802.00	1,281.00	8.48%	1.35%
Sacramento														
Anthem Select	\$ 750.27	\$ 1,500.54	\$ 1,950.70	\$ 341.12	\$ 682.24	\$ 1,023.36	\$ 811.14	\$ 1,622.28	\$ 2,108.96	\$ 445.38	\$ 890.76	\$ 1,336.14	8.11%	30.56%
Anthem Traditional	840.43	1,680.86	2,185.12	341.12	682.24	1,023.36	940.16	1,880.32	2,444.42	445.38	890.76	1,336.14	11.87%	30.56%
Blue Shield	734.87	1,469.74	1,910.66	298.21	596.42	894.63	809.22	1,618.44	2,103.97	352.63	705.26	1,057.89	10.12%	18.25%
Blue Shield NetValue	618.39	1,236.78	1,607.81	298.21	596.42	894.63	758.45	1,516.90	1,971.97	352.63	705.26	1,057.89	22.65%	18.25%
Kaiser	681.59	1,363.18	1,772.13	294.97	589.94	884.91	660.96	1,321.92	1,718.50	295.51	591.02	886.53	(3.03%)	0.18%
UnitedHealthcare	643.34	1,286.68	1,672.68	193.33	386.66	579.99	623.45	1,246.90	1,620.97	267.41	534.82	802.23	(3.09%)	38.32%
PERS Choice	665.99	1,331.98	1,731.57	307.23	614.46	921.69	679.26	1,358.52	1,766.08	339.47	678.94	1,018.41	1.99%	10.49%
PERS Select	637.85	1,275.70	1,658.41	307.23	614.46	921.69	669.16	1,338.32	1,739.82	339.47	678.94	1,018.41	4.91%	10.49%
PERSCare	694.26	1,388.52	1,805.08	327.36	654.72	982.08	751.21	1,502.42	1,953.15	368.76	737.52	1,106.28	8.20%	12.65%
PORAC	634.00	1,186.00	1,507.00	397.00	791.00	1,264.00	675.00	1,292.00	1,642.00	402.00	802.00	1,281.00	8.48%	1.35%
Los Angeles Area														
Anthem Select	\$ 475.86	\$ 951.72	\$ 1,237.24	\$ 341.12	\$ 682.24	\$ 1,023.36	\$ 493.40	\$ 986.80	\$ 1,282.84	\$ 445.38	\$ 890.76	\$ 1,336.14	3.69%	30.56%
Anthem Traditional	549.76	1,099.52	1,429.38	341.12	682.24	1,023.36	631.62	1,263.24	1,642.21	445.38	890.76	1,336.14	14.89%	30.56%
Blue Shield	469.91	939.82	1,221.77	298.21	596.42	894.63	517.87	1,035.74	1,346.46	352.63	705.26	1,057.89	10.21%	18.25%
Blue Shield NetValue	395.50	791.00	1,028.30	298.21	596.42	894.63	485.41	970.82	1,262.07	352.63	705.26	1,057.89	22.73%	18.25%
Health Net Salud y Más	425.44	850.88	1,106.14	261.24	522.48	783.72	430.71	861.42	1,119.85	276.85	553.70	830.55	1.24%	5.98%
Health Net SmartCare	542.71	1,085.42	1,411.05	261.24	522.48	783.72	568.47	1,136.94	1,478.02	276.85	553.70	830.55	4.75%	5.98%
Kaiser	541.79	1,083.58	1,408.65	294.97	589.94	884.91	521.18	1,042.36	1,355.07	295.51	591.02	886.53	(3.80%)	0.18%
UnitedHealthcare	487.76	975.52	1,268.18	193.33	386.66	579.99	458.74	917.48	1,192.72	267.41	534.82	802.23	(5.95%)	38.32%
PERS Choice	599.19	1,198.38	1,557.89	307.23	614.46	921.69	585.18	1,170.36	1,521.47	339.47	678.94	1,018.41	(2.34%)	10.49%
PERS Select	573.83	1,147.66	1,491.96	307.23	614.46	921.69	576.49	1,152.98	1,498.87	339.47	678.94	1,018.41	0.46%	10.49%
PERSCare	624.59	1,249.18	1,623.93	327.36	654.72	982.08	647.11	1,294.22	1,682.49	368.76	737.52	1,106.28	3.61%	12.65%
PORAC	634.00	1,186.00	1,507.00	397.00	791.00	1,264.00	675.00	1,292.00	1,642.00	402.00	802.00	1,281.00	8.48%	1.35%



CalPERS Health Premiums

	2014						2015						Percent Change		
	Non-Medicare			Medicare			Non-Medicare			Medicare			Non-Medicare	Medicare	
	Single	2-Party	Family	Single	2-Party	Family	Single	2-Party	Family	Single	2-Party	Family			
Other Southern California															
Anthem Select	\$ 536.99	\$ 1,073.98	\$ 1,396.17	\$ 341.12	\$ 682.24	\$ 1,023.36	\$ 653.97	\$ 1,307.94	\$ 1,700.32	\$ 445.38	\$ 890.76	\$ 1,336.14	21.78%	30.56%	
Anthem Traditional	592.20	1,184.40	1,539.72	341.12	682.24	1,023.36	743.12	1,486.24	1,932.11	445.38	890.76	1,336.14	25.48%	30.56%	
Blue Shield	543.21	1,086.42	1,412.35	298.21	596.42	894.63	598.66	1,197.32	1,556.52	352.63	705.26	1,057.89	10.21%	18.25%	
Blue Shield NetValue	457.17	914.34	1,188.64	298.21	596.42	894.63	561.09	1,122.18	1,458.83	352.63	705.26	1,057.89	22.73%	18.25%	
Health Net Salud y Más	489.82	979.64	1,273.53	261.24	522.48	783.72	520.59	1,041.18	1,353.53	276.85	553.70	830.55	6.28%	5.98%	
Health Net SmartCare	568.51	1,137.02	1,478.13	261.24	522.48	783.72	579.88	1,159.76	1,507.69	276.85	553.70	830.55	2.00%	5.98%	
Kaiser	602.79	1,205.58	1,567.25	294.97	589.94	884.91	579.80	1,159.60	1,507.48	295.51	591.02	886.53	(3.81%)	0.18%	
Sharp	538.59	1,077.18	1,400.33	306.51	613.02	919.53	564.57	1,129.14	1,467.88	327.66	655.32	982.98	4.82%	6.90%	
UnitedHealthcare	521.01	1,042.02	1,354.63	193.33	386.66	579.99	449.10	898.20	1,167.66	267.41	534.82	802.23	(13.80%)	38.32%	
PERS Choice	612.25	1,224.50	1,591.85	307.23	614.46	921.69	594.40	1,188.80	1,545.44	339.47	678.94	1,018.41	(2.92%)	10.49%	
PERS Select	586.32	1,172.64	1,524.43	307.23	614.46	921.69	585.58	1,171.16	1,522.51	339.47	678.94	1,018.41	(0.13%)	10.49%	
PERSCare	638.22	1,276.44	1,659.37	327.36	654.72	982.08	657.32	1,314.64	1,709.03	368.76	737.52	1,106.28	2.99%	12.65%	
PORAC	634.00	1,186.00	1,507.00	397.00	791.00	1,264.00	675.00	1,292.00	1,642.00	402.00	802.00	1,281.00	8.48%	1.35%	
Other Northern California															
Anthem Select	\$ 706.20	\$ 1,412.40	\$ 1,836.12	\$ 341.12	\$ 682.24	\$ 1,023.36	\$ 728.65	\$ 1,457.30	\$ 1,894.49	\$ 445.38	\$ 890.76	\$ 1,336.14	3.18%	30.56%	
Anthem Traditional	767.36	1,534.72	1,995.14	341.12	682.24	1,023.36	838.48	1,676.96	2,180.05	445.38	890.76	1,336.14	9.27%	30.56%	
Blue Shield	729.76	1,459.52	1,897.38	298.21	596.42	894.63	804.34	1,608.68	2,091.28	352.63	705.26	1,057.89	10.22%	18.25%	
Blue Shield NetValue	614.13	1,228.26	1,596.74	298.21	596.42	894.63	753.82	1,507.64	1,959.93	352.63	705.26	1,057.89	22.75%	18.25%	
Kaiser	745.30	1,490.60	1,937.78	294.97	589.94	884.91	716.98	1,433.96	1,864.15	295.51	591.02	886.53	(3.80%)	0.18%	
UnitedHealthcare	659.06	1,318.12	1,713.56	193.33	386.66	579.99	677.35	1,354.70	1,761.11	267.41	534.82	802.23	2.78%	38.32%	
Anthem EPO	n/a	n/a	n/a	n/a	n/a	n/a	656.08	1,312.16	1,705.81	339.47	678.94	1,018.41	n/a	n/a	
PERS Choice	641.08	1,282.16	1,666.81	307.23	614.46	921.69	656.08	1,312.16	1,705.81	339.47	678.94	1,018.41	2.34%	10.49%	
PERS Select	613.99	1,227.98	1,596.37	307.23	614.46	921.69	646.35	1,292.70	1,680.51	339.47	678.94	1,018.41	5.27%	10.49%	
PERSCare	668.27	1,336.54	1,737.50	327.36	654.72	982.08	725.54	1,451.08	1,886.40	368.76	737.52	1,106.28	8.57%	12.65%	
PORAC	634.00	1,186.00	1,507.00	397.00	791.00	1,264.00	675.00	1,292.00	1,642.00	402.00	802.00	1,281.00	8.48%	1.35%	
Out of State															
Kaiser/OOS	\$ 917.20	\$ 1,834.40	\$ 2,384.72	\$ 388.65	\$ 777.30	\$ 1,165.95	\$ 922.78	\$ 1,845.56	\$ 2,399.23	\$ 390.47	\$ 780.94	\$ 1,171.41	0.61%	0.47%	
PERS Choice	706.40	1,412.80	1,836.64	307.23	614.46	921.69	653.58	1,307.16	1,699.31	339.47	678.94	1,018.41	(7.48%)	10.49%	
PERSCare	736.32	1,472.64	1,914.43	327.36	654.72	982.08	722.74	1,445.48	1,879.12	368.76	737.52	1,106.28	(1.84%)	12.65%	

Notes:

1. 6 new HMOs in 2014, Sharp only available in Southern California
2. Anthem EPO only available in Northern California



CalPERS 2020 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2020

Region 3									
Los Angeles, Riverside, San Bernardino									
Basic Monthly Premiums (B)									
Plan	Subscriber	Plan Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Rate
Anthem Blue Cross Select	\$619.93	508	1	\$1,239.86	508	2	\$1,611.82	508	3
Anthem Blue Cross Traditional	902.63	511	1	1,805.26	511	2	2,346.84	511	3
Blue Shield Access+	813.17	527	1	1,626.34	527	2	2,114.24	527	3
Blue Shield Trio*	624.93	452	1	1,249.86	452	2	1,624.82	452	3
Health Net Salud y Mas	392.31	532	1	784.62	532	2	1,020.01	532	3
Health Net SmartCare	648.42	530	1	1,296.84	530	2	1,685.89	530	3
Kaiser Permanente	664.39	535	1	1,328.78	535	2	1,727.41	535	3
PERS Choice	710.29	550	1	1,420.58	550	2	1,846.75	550	3
PERS Select	435.74	559	1	871.48	559	2	1,132.92	559	3
PERS Care	931.12	568	1	1,862.24	568	2	2,420.91	568	3
Peace Officers Research Assoc of CA	699.00	594	1	1,399.00	594	2	1,894.00	594	3
UnitedHealthcare	668.31	578	1	1,336.62	578	2	1,737.61	578	3
Supplement/Managed Medicare Monthly Premiums (M)									
Plan	Subscriber	Plan Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Rate
Anthem Blue Cross Medicare Preferred	\$388.15	517	4	\$776.30	517	5	\$1,164.45	517	6
Anthem Blue Cross Medicare Preferred with Dental/Vision ¹	388.15	514	4	776.30	514	5	1,164.45	514	6
Kaiser Permanente Senior Advantage	339.43	538	4	678.86	538	5	1,018.29	538	6
Kaiser Permanente Senior Advantage with Dental ²	339.43	544	4	678.86	544	5	1,018.29	544	6
PERS Choice Medicare Supplement	351.39	553	4	702.78	553	5	1,054.17	553	6
PERS Select Medicare Supplement	351.39	562	4	702.78	562	5	1,054.17	562	6
PERS Care Medicare Supplement	384.78	571	4	769.56	571	5	1,154.34	571	6
Peace Officers Research Assoc of CA Medicare Supplement	513.00	597	4	1,022.00	597	5	1,635.00	597	6
UnitedHealthcare Medicare Advantage	327.03	581	4	654.06	581	5	981.09	581	6
UnitedHealthcare Medicare Advantage with Dental/Vision ³	327.03	587	4	654.06	587	5	981.09	587	6

*Blue Shield is introducing a new HMO health plan called Blue Shield Trio. This plan will be available in El Dorado, Los Angeles, Nevada, Placer, Sacramento

¹Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

²Dental benefit is an additional \$15.05 per member per month premium. You will be billed directly for this amount.

³Dental and Vision coverage is an additional \$31.65 per member per month premium. You will be billed directly for this amount.



City of Rolling Hills – Renewal Schedule

LINE OF COVERAGE		CARRIER	CURRENT RATE July 1, 2019		RATES EFFECTIVE 2020		NEXT RENEWAL
Life	Basic Life	STANDARD	\$0.16 / \$1,000		\$0.16 / \$1,000		July 1, 2022
AD&D	Basic AD&D		\$0.25 / \$1,000		\$0.25 / \$1,000		
LTD	Long Term Disability		\$0.37 / \$100		\$0.37 / \$100		
Dental	DPO	DELTA	Single	\$ 79.23	Single	\$ 79.23	July 1, 2021
			Two Party	\$ 158.47	Two Party	\$ 158.47	
			Family	\$ 222.01	Family	\$ 222.01	
Vision	Vision	VSP	Single	\$ 12.46	Single	\$ 12.46	July 1, 2021
			Two Party	\$ 17.90	Two Party	\$ 17.90	
			Family	\$ 32.13	Family	\$ 32.13	



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER THE ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO RELOCATE THE GATE ARMS AND SIGNS AND ADD 18 INCHES CURB AT THE MAIN GATE.

DATE: January 27, 2020

BACKGROUND:

On October 16, 2019, the Rolling Hills Community Association (“the Association”) submitted an application requesting to relocate the barrier arms and stop signs at the Main Gate and the Crest Gate for the resident and exit lanes and add 18” curb at the Main Gate. The proposed project was recommended by a security consultant that was hired by the Association.

On November 21, 2019, the Traffic Commission forwarded a recommendation to the City Council for their consideration and approval of the proposed project. In addition, the City’s Traffic Engineer reviewed the plans, visited the site and provided a report deeming the proposed project an improvement and safer to residents.

DISCUSSION:

During the Traffic Commission meeting, questions regarding the feasibility of the turning radius for larger vehicles and queuing for both residents and construction workers were

brought up for the Main Gate. The Traffic Engineer clarified that the proposed new geometry will create a more defined intersection with the gates and therefore more clearly designate vehicles to yield the right of way to vehicles to the right of them. Consequently, this realignment could also create some challenges with vehicles potentially blocking the City Hall driveway and potentially generating larger queue for residents entering and exiting the City.

In response to the turning radius, it was recommended that automatic gate sensors be placed in locations that will raise the gate earlier to accommodate the larger vehicles' turning radius. In addition, it was also recommended that larger vehicles test the feasibility of the new radius to ensure that it is safe and that there is adequate space to enter the resident gate when exiting from the City Hall's parking lot. Additional studies were conducted by the Traffic Engineer (see Attachment 1) and the Association. The Traffic Engineer prepared two separate turning radius analysis assessing the feasibility of larger vehicles (17 to 25-foot long trucks) maneuvering through the intersection when exiting from the City Hall parking lot. The Traffic Engineer concluded that large trucks have sufficient space to safely maneuver the turn and safely enter the City. Lastly, in regards to queuing, longer queuing time could result from the proposed project, however, it was determined that this would most likely occur during peak hours of the day only and the Association will adjust operations as needed to minimize impact to residents exiting and entering the City. There are existing procedures in place that the Association can employ during peak hour periods to mitigate the flow of traffic.

The proposed relocation of the gates stems from an incident that occurred when a trespasser gained access through the resident gate unnoticed. He gained access by manipulating the gate with his car until he had enough space to enter. According to the Association, the relocation of the gates and stop signs make it safer for residents and visitors entering and exiting the City while also improving security of the community overall. Per the Association, the proposed new locations of the gates allow gate staff to quickly see if there is any difficulty at the resident entry and exit lanes. Gate staff will have clear sight lines and be able to see drivers coming into the City. In order to secure the safety of the community, physical along with programmatic improvements are to take place to prevent similar incidents from happening again.

FISCAL IMPACT

The project is proposed and funded by the Association. There is no fiscal impact to the City.

CONCLUSION

Staff recommends that the City Council consider the proposed relocation of gate arms, stop signs and addition of 18" curb at the Main Gate.

RECOMMENDATION:

City Council consider the proposed relocation of gate arms, stop signs and addition of 18” curb at the Main Gate.

ATTACHMENTS:

[Item8A_Atch1RHCAGate.pdf](#)

[Item8A_Atch2RHCAGate.pdf](#)

Memorandum

TO: Meredith T. Elguira, Director of Planning and Community Services

FROM: Vanessa Munoz, PE, TE, City Traffic Engineer

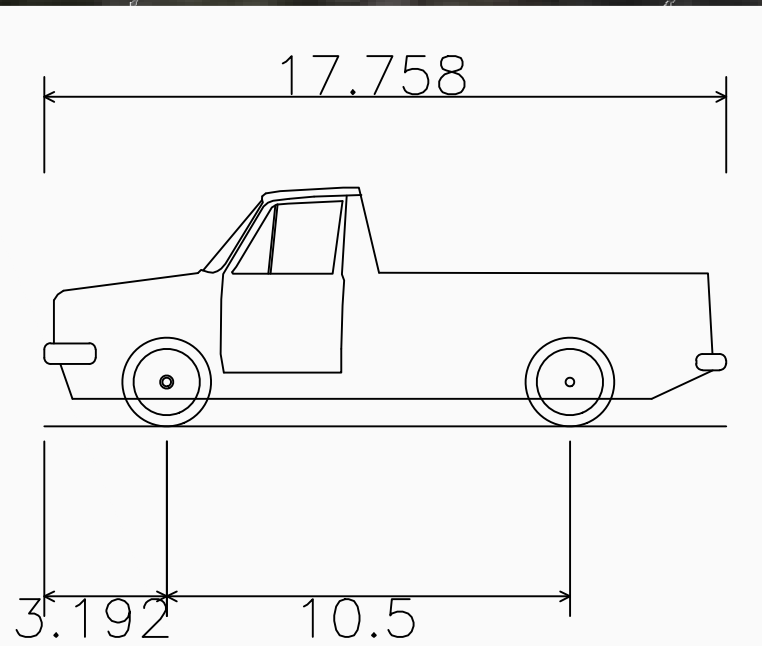
DATE: January 17, 2020

SUBJECT: Relocation of Barrier Arms – Main Gate and Crest Gate

This memorandum is in response to the request by the City to review and provide input on the relocation of the Portuguese Bend Main Gate and the turning radius of vehicles entering Rolling Hills from City Hall. The Rolling Hills Community Association submitted a request to relocate the gate arms and align them with the guard booth windows. The proposed location is closer to the City Hall driveway which reduces the available space for vehicles to stop at the gate. A concern was raised whether large vehicles could make the left turn out of City Hall and into the entrance lane for residents without blocking exiting traffic.

A turning movement evaluation was performed to check the movement of vehicles turning left out of the City Hall driveway and stopping at the proposed gate location. The analysis was done using AutoCAD and the turning template of a F-150 pickup truck with a 17.78 ft length. The template was superimposed on the Bolton Engineering Corp Plans, see enclosed exhibit. Based on the exhibit evaluation, we concluded that large vehicles will have enough available space to make the left turn out of the City Hall driveway and stop at the proposed gate location without blocking exiting traffic. Additionally, a video was taken of a truck making the same left turn. The driver was able to successfully complete the turn and block exiting traffic minimally or not block it at all. One item not tested and not depicted in the video is the detection zone for the gate. If the detection zone for the gate is set up immediately in front of the crosswalks for vehicles approaching the gate, then the gate should receive the signal to open prior to a vehicle completing the left turn movement and therefore the vehicle will not block exiting traffic. This is my assumption as detection is usually set up in advance of a gate to provide adequate detection.

The proposed entrance gate location recommendation is acceptable, since the turning movement evaluation of a large truck and the video of a driver successfully completing the turn validate large vehicles will not block exiting traffic and can complete the left turn successfully. However, careful consideration should be given to the installation of the gate detection. The detection of the gate should be tested once installed to ensure the call is being placed prior to vehicles completing the left turn out of City Hall. The gate detection should be designed to consider both traffic coming from southbound Portuguese Bend into the City as well as vehicles exiting the City hall parking lot.



F150 Regular Cab 2x4 STYLESIDE 6.5' Box
 Overall Length 17.758ft
 Overall Width 6.575ft
 Overall Body Height 6.217ft
 Min Body Ground Clearance 0.717ft
 Track Width 6.575ft
 Lock-to-lock time 4.00s
 Curb to Curb Turning Radius 20.850ft

RECEIVED
 OCT 16 2019
 City of Rolling Hills

LEGEND		ACRONYMS	
---	PROPERTY LINE	AC	ACRES
---	STRUCTURE	BLW	BOTTOM OF WALL
---	MAJOR CONTOUR	EX	EXISTING
---	MINOR	FG	FINISHED FLOOR
---		FG	FINISHED GRADE
---		FG	FINISHED GRADE ON PLANTER
---		FL	FLOW LINE
---		FS	FINISHED SURFACE
---		GR	GRAVEL
---		HP	HIGH POINT
---		INV	INVERT
---		LD	LOW IMPACT DEVELOPMENT
---		PRO	PROPOSED
---		PL	PROPERTY LINE
---		SQ	SQUARE FEET
---		TC	TOP OF CURB
---		TW	TOP OF WALL
---		PROPOSED ELEVATION	100.0 FG
---		EXISTING ELEVATION	(100.0 FG)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No.: 6B
Mtg. Date: 11/21/2019

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE TRAFFIC COMMISSION

**FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR
MEREDITH ELGUIRA, PLANNING AND COMMUNITY SERVICES DIRECTOR**

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

SUBJECT: CONSIDER A REQUEST FROM THE RHCA TO RELOCATE THE BARRIER ARMS AND STOP SIGNS AT THE MAIN GATE AND THE CREST GATE.

DATE: NOVEMBER 21, 2019

ATTACHMENTS:

- 1. LETTER OF REQUEST WITH PLANS**
- 2. MEMORANDUM FROM TRAFFIC ENGINEER**

RECOMMENDATION

It is recommended that members of the Traffic Commission review and consider the request from the RHCA. Their request is attached. The Traffic Commission may wish to conduct a field visit during the meeting to review the site.

BACKGROUND/DISCUSSION

The RHCA proposes to relocate the barrier arms at the resident lane and the exit lane and move the stop signs for both the resident and exit lanes at the main gate and at the Crest Road gate. They also propose to construct an 18" curb at the main gate. The proposed locations are within a car's length or in front of the gate house.

This change was recommended to the RHCA by a security consultant and is to allow the gate staff to have a better visual at the resident entry or exit lanes.

To assist the Traffic Commission in its review of this request, the applicant was asked to mark the location of the stop signs and the arms on the pavement. The City's Traffic Engineer has reviewed the plans for the proposed project and visited the site. The Traffic Engineer's report is enclosed.

NOTIFICATION

The the Rolling Hills Community Association has been forwarded a copy of the agenda to advise that the Traffic Commission will be reviewing this request.

CONCLUSION

The Traffic Commission's recommendation will be forwarded to the City Council for consideration and approval.

Rolling Hills Community Association
of Rancho Palos Verdes

NO. 1 PORTUGUESE BEND RD. • ROLLING HILLS, CALIF. 90274

(310) 544-6222

ROLLING HILLS



CALIFORNIA

(310) 544-6766 FAX

RECEIVED

OCT 14 2019

City of Rolling Hills

By _____

October 15, 2019

Rolling Hills Traffic Commission
2 Portuguese Bend Road
Rolling Hills, CA 90274

Honorable Commissioners:

The Rolling Hills Community Association is proposing to move the barrier arms at the Main Gate and the Crest Gate for the resident lane and the exit lane.

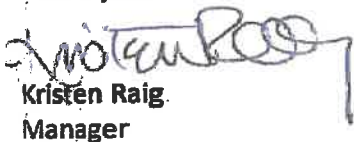
This change is a recommendation of a security consultant hired by the Association. Currently the gate arms are located about 20-30 feet beyond the front of each gate house, and out of the line of sight for the gate staff. This makes it difficult for the gate staff to monitor the resident and exit lanes, even with cameras and mirrors. The proposed locations are within a car's length or in front of the gate house, which will allow the gate staff to quickly see if there is any difficulty at the resident entry or exit lane.

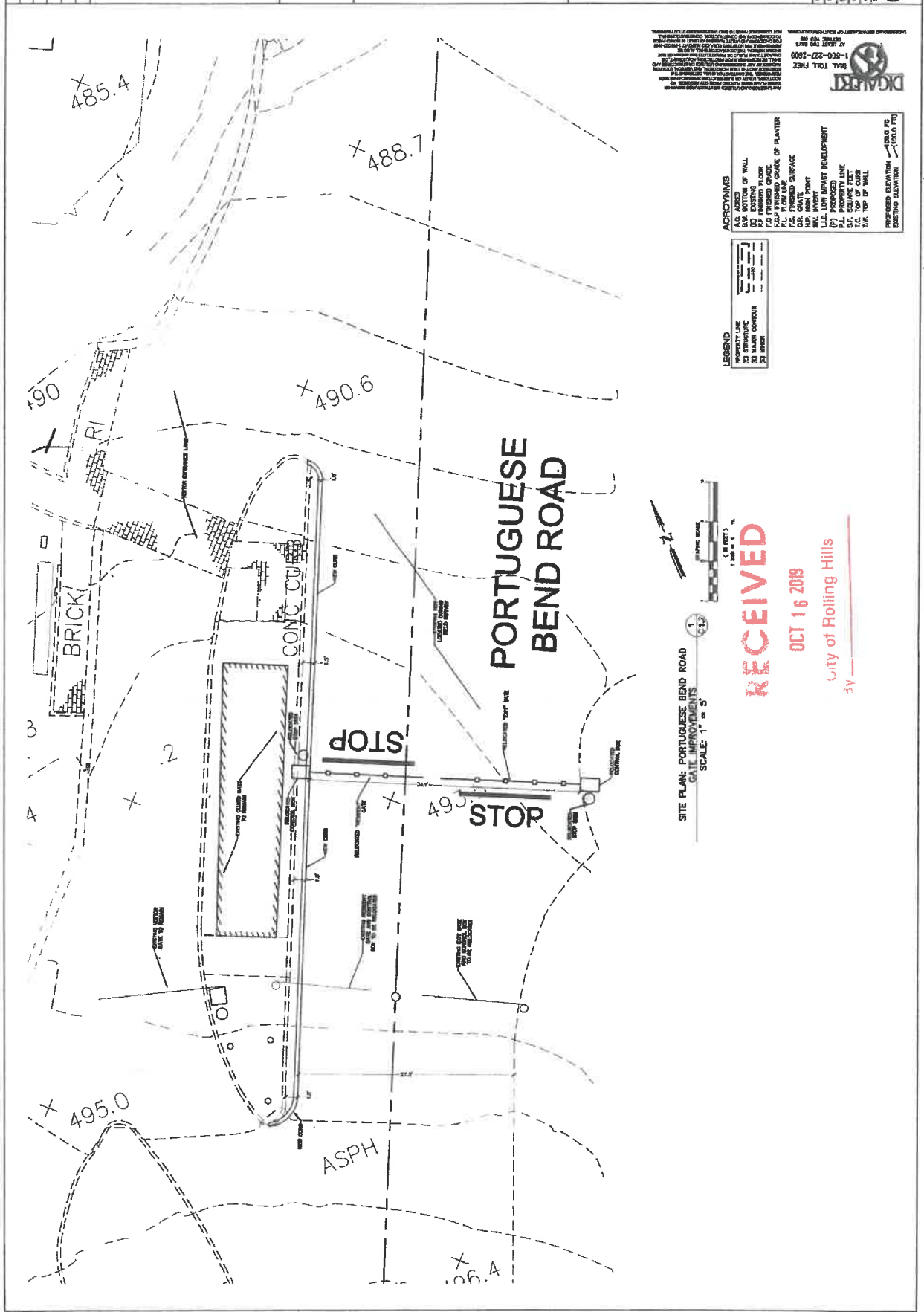
The proposed changes to the resident lane and exit lane include:

- Moving the gate barrier arms
- Moving the stop signs for both the resident lane and the exit lane
- Adding an 18" curb at the Main Gate only.

We request that the City Traffic Commission review the request at the November meeting.

Thank you.


Kristen Raig
Manager



TO: Elaine Jeng PE, City Manager

FROM: Vanessa Munoz, PE, TE, City Traffic Engineer

DATE: November 15, 2019

SUBJECT: Relocation of Barrier Arms – Main Gate and Crest Gate

This memorandum is in response to the request by the City to review and provide input on the relocation of the Portuguese Bend Main Gate and Crest Gate barrier arms.

The Rolling Hills Community Association hired a security consultant to review and make recommendations to relocate the Portuguese Bend Main Gate and Crest Gate arms to improve the line of sight for the gate staff. Presently the gates are beyond the gate Staff line of sight past the guard house, making it difficult to monitor vehicles entering and exiting the City. The proposed gate locations would provide adequate line of sight for the staff in the guard house, since the proposed location would be in line with the guard house window.

A field review of the proposed gate locations was performed on Thursday November 4, 2019, after the proposed locations were marked on the roadway. For the main gate, the proposed locations will align the exit and entrance gates with the City Hall Parking lot driveway, creating a more defined intersection with the gates. This alignment will more clearly designate vehicles to yield the right of way to the right of them as all approaches will be controlled by a stop sign. However, moving the gates forward does create some challenges as the proposed locations will have vehicle stopping almost in front of the driveway for the City Hall Parking Lot and blocking the vehicles coming out from the parking lot. This challenge we believe will mostly present itself during the peak hours of the day, as day workers, construction crews and services providers are waiting to enter the City, a large queue will be generated by vehicles waiting along Portuguese Bend which would also generate a larger queue for residents waiting to enter the City. During this time, residents will be restless and will leave small to no gaps along Portuguese Bend for the vehicles of staff, visitors and guest exiting the City Hall parking lot. Those needing to make the left turn movement to access the City through the visitor or resident gate by turning onto the correct lane will have trouble accomplishing it during the peak hours of the day.

Overall, I believe the lack of gap during peak hours will be no different than vehicles experience presently as they exit the City Hall Parking Lot and won't worsen due to the relocation of the gates toward the north, since the relocation is approximately only one car length

Regarding the Crest gate, the relocation of the gates will provide an improved line of sight and no challenges are identified at this time should the gates be relocated.

Overall I agree with the proposed gate locations and although the gates at the Portuguese Bend Gate are not presently located or are being proposed in an ideal location, there is not one location that is better than the other to install the gates and avoid some of the challenges encountered on a daily basis, the benefit over the proposed location is that with the relocation of the gates the residents of Rolling Hills will have improved and greater safety.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A
Mtg. Date: 01/27/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND DISCUSS TOPICS FOR DISCUSSION FOR JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING ON MARCH 09, 2020 AT 7PM.

DATE: January 27, 2020

BACKGROUND:
NONE.

DISCUSSION:

At the January 21, 2020 Planning Commission meeting, Commissioners were reminded to submit topics of discussion by Friday, January 22, 2020. Each Commissioner will provide up to three topics for staff's review and comparison with the City Council's top topics of discussion. Staff will report out on the list at the January 27, 2020 Council meeting.

RECOMMENDATION:
NONE.

ATTACHMENTS: