



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, June 08, 2020

CITY OF ROLLING HILLS
7:00 PM

This meeting is held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020. All Councilmembers will participate by teleconference.

Public Participation: A live audio of the City Council meeting will available on the City's website (<http://www.rolling-hills.org>). The meeting agenda is on the City's website (<https://www.rolling-hills.org/government/agenda/index.php>).

Members of the public may submit comments in real time by emailing the City Clerk at ycoronel@cityofrh.net. Your comments will become part of the official meeting record. Please provide your full name, but please do not provide any other personal information (i.e., phone numbers, addresses, etc.) that you do not want to be published.

1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. COMMENTS WILL BE TAKEN BY EMAIL IN REAL TIME - PUBLIC COMMENT WELCOME

*This is the appropriate time for members of the public to make comments regarding 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 MINUTES.

RECOMMENDATION: Approve as presented.

[03-09-20CCDraftMinutes](#)

[03-23-20CCDraftMinutes](#)

03-30-20CCDraftMinutes
04-13-20CCDraftMinutes_Joint CC and PC
04-13-20CCDraftMinutes
04-27-20CCDraftMinutes
05-11-20CCMinutes

4.B. **PAYMENT OF BILLS.**

RECOMMENDATION: Approve as presented.

[Bill Sheet.pdf](#)

4.C. **CONSIDERATION AND APPROVAL OF ON-CALL INDUSTRIAL HYGIENISTS TO SET UP COVID-19 DEEP CLEANING PROTOCOLS AND MONITOR DISINFECTING EFFORTS.**

RECOMMENDATION: Staff recommends that the City Council approve on-call industrial hygienists on as needed basis.

[Cover Letter 0322 General Disinfection.docx](#)

[COVID-19 disinfection summary.docx](#)

[General Work Plan - Reducing Surface Bacteria.pdf](#)

[Ellis Proposal 3995 City RHE 2 Portuguese Bend Rd - surface bacteria mon.pdf](#)

[CORH-20-9597 City Hall Enhanced Cleaning Proposal.pdf](#)

4.D. **APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH RINCON TO UPDATE THE GENERAL PLAN'S SAFETY ELEMENT.**

RECOMMENDATION: Staff recommends that the City Council approve the Professional Services Agreement between the City of Rolling Hills and Rincon Consultants, Inc.

[Rincon Professional Services Agreement for Safety Element Consultant Services.pdf](#)

[Rincon Exhibit A Scope of Work for Safety Element Revision.pdf](#)

[Rincon Exhibit B Fee and Cost Schedule for Safety Element Revision.pdf](#)

4.E. **APPROVE A CONTRACT WITH DEVELOPMENT PERMIT TRACKING SOFTWARE.**

RECOMMENDATION: Staff recommends that the City Council approve a contract for subscription to iWorQ permit tracking software.

[Agreement with iWorQ - Zoning Permit and Code Enforcement Tracking_.pdf](#)

5. **COMMISSION ITEMS**

None.

6. **PUBLIC HEARINGS**

6.A. **PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 1253 ADOPTING THE 2020/2021 FISCAL YEAR BUDGET AND RESOLUTION NO. 1254 ESTABLISHING THE ANNUAL APPROPRIATIONS GANN LIMIT FOR THE CITY OF ROLLING HILLS.**

RECOMMENDATION:

Upon the conclusion of the public hearing, staff recommends that the City Council adopt the Fiscal Year 2020-2021 Budget for all the City's Funds and the Annual Appropriations Limit.

Fiscal Year 2020-21 Proposed Budget.pdf
Five Year Financial Forecast.pdf
FY 20-21 Budget Highlights.pdf
General Fund Historical Revenues and Expenditures Highlights.pdf
Graph of Historical Revenue and Expenditures Trends.pdf
FY_2020-21_Resolution_No_1253-AdoptedBudget.docx
FY_2020-21_Resolution_No1254-AppropLimit.docx

7. **OLD BUSINESS**

- 7.A. CONSIDER AND APPROVE AN AGREEMENT WITH RACE TELECOMMUNICATION INC. TO PROVIDE BROADBAND SERVICES THROUGH THE SOUTHBAY COUNCIL OF GOVERNMENTS (SBCCOG) FIBER NETWORK PROJECT.

RECOMMENDATION: Staff recommends that the City Council approve an agreement with Race Telecommunication Inc. to provide broadband services for a minimum period of three years.

SBCCOG_FiberNetwork_StaffRPT_2019-08-12.pdf
SBCCOG - City of Rolling Hills #9023 (2)-c1_v2.pdf
SUPPLEMENT FOR SBFN SERVICES-c1-c1.DOCX
5-20-20 BBK edits SBFN Race MSA_ROLLINGHILLS.docx

8. **NEW BUSINESS**

None.

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

- 9.A. CONSIDER PLACING CENTERLINE STRIPING ON LOWER BLACKWATER CANYON ROAD BETWEEN PORTUGUESE BEND ROAD AND WILLIAMSBURG LANE.

RECOMMENDATION: Councilmember Black requested that the City Council discuss placing centerline striping on Lower Upper Blackwater Canyon Road between Portuguese Bend Road and Williamsburg Lane.

10. **MATTERS FROM STAFF**

None.

11. **ADJOURNMENT**

Next regular meeting: Monday, June 22, 2020 at 7:00 p.m. via teleconference.

Notice:

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

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

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



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A

Mtg. Date: 06/08/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOHANA CORONEL, CITY CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVAL OF MINUTES.

DATE: June 08, 2020

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[03-09-20CCDraftMinutes](#)

[03-23-20CCDraftMinutes](#)

[03-30-20CCDraftMinutes](#)

[04-13-20CCDraftMinutes_Joint CC and PC](#)

[04-13-20CCDraftMinutes](#)

[04-27-20CCDraftMinutes](#)

[05-11-20CCMinutes](#)

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, MARCH 09, 2020**

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 and Wilson.
Councilmembers Absent: Black.
Others Present: Elaine Jeng, P.E., City Manager.
Meredith Elguira, Planning and Community Services Director.
Yohana Coronel, City Clerk.
Michael Jenkins, City Attorney.
Alfred Visco, 15 Cinchring Road.
Abas Goodarzi, 2 Wrangler Road.
Marcia Schoettle, 24 Eastfield Drive.
Susan Sleep, 5W Ringbit Road West.
David McKinnie, 3 El Concho.
Brian Wells, Los Angeles County Fire Department.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Alfred Visco, 15 Cinchring Road, provided an update on a February 17th Fire Council Letter he submitted to the City Council. He reported that some of the RHCA Board members had expressed interest in attending a City Council meeting if a representative from the California Fire Safety Council was scheduled to speak. He stated that the Fire Safety Council representative was available after March. He requested that the Council agendaize scheduling the California Fire Safety Council presentation for the first meeting in April.

Mayor Mirsch asked Mr. Visco if the Association was willing to pick up the item.

Mr. Visco replied that it was his understanding that the Association would attend the City Council Meeting when the representative was scheduled to speak. He also suggested that when the Fire Safety representative was invited to speak that the Council should invite the public to attend.

Abas Goodarzi, 2 Wrangler Road, commented that he had recently become aware of damage to his property due to rainwater from the roadway. He stated the City was informed of his problem in 2006 and nothing was done. He recently learned that the Association was looking into the matter but postponed acting because they were seeking a legal opinion. He explained that water continues

to drain on his property and has created a water wash-out about 20-25 feet down and **has** caused the hill to come down. He stated he would continue to follow up with the Association and hopes to work towards a friendly resolution. Mr. Goodarzi noticed that on the previous City Council agendas, the Council had actions items for undergrounding and drainage. He would appreciate it if the Council make drainage a budget priority because drainage is a more serious issue than undergrounding

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 JANUARY 25, 2020, REGULAR MEETING OF JANUARY 27, 2020, AND REGULAR MEETING OF FEBRUARY 24, 2020.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED
- C. CONSIDER AND APPROVE RESOLUTION 1250: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AUTHORIZED THE DESTRUCTION OF CERTAIN CITY RECORDS AS PROVIDED BY SECTION 34090 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.
RECOMMENDATION: APPROVE AS PRESENTED

Councilmember Dieringer asked to table consent item 4A until the next City Council Meeting.

Councilmember Wilson moved that the City Council approve consent items 4B and 4C as presented. Mayor Pro Tem Pieper seconded the motion. The motion passed by voice vote as follows:

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

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

A. CONSIDER AND APPROVE A PETITION FOR THE FORMATION OF AN ASSESSMENT DISTRICT FOR CERTAIN PUBLIC WORKS IMPROVEMENT, TOGETHER WITH APPURTENANCES, APPURTENANT WORK AND ACQUISITION, WHERE NECESSARY, IN A SPECIAL ASSESSMENT DISTRICT KNOWN AND DESIGNED AS UNDERGROUNDING UTILITY ASSESSMENT DISTRICT NO. 2020-1 (EASTFIELD DRIVE UTILITY IMPROVEMENTS).

City Manager Elaine Jeng reported that the item was listed as New Business but in fact the matter was presented to Council several times in the past. The item was new in the sense that an undergrounding project, Eastfield Drive Utility Improvements Project, was requesting approval to form an assessment district. She informed the Council that the project's proponent, Mrs. Marcia Schoettle, was present in the audience. She informed the Council that the project's design was completed, and the Association has given a portion of the necessary easements that were collected from property owners. Edison has released the design plans for a construction bid. Despite the project's progression, it was out of order and the petition should have come to the Council in the beginning of the project, once the proponent had formed the group. The group should have first requested the Council's approval to form an assessment district. The process to form an assessment district involves the project's proponent soliciting approvals from the property owners in the proposed district. She pointed out that 60% participation is mandated to form an assessment district according to the City's guidelines. This translates to a requirement of 60% acreage within the overall acreage of the project. She proceeded to highlight the acreage via a PowerPoint presentation.

Mayor Mirsch inquired about the 30 days to pay the assessment and asked if there was a level and/or amount where a bond would be viewed as profitable.

City Manager Jeng replied that according to the City's Bond Counsel and Assessment Engineer the bond is another form of financing. The group could opt to do a bond, which would be more marketable at a certain price range. She advised that the Bond Counsel had seen financing through a bank as well. City Manager Jeng reiterated that appropriate terminology is financing because the amount of the bond is unknown for the first 30 days. That time is used by the group to determine how they prefer to pay down their share of the cost.

Councilmember Wilson asked if there were other districts looking to form an assessment district.

City Manager Jeng advised that there was one other project by Mr. David McKinnie and Clint Patterson. It was her understanding that they wanted to form an assessment district and have been hosting neighborhood meetings, however it was in the beginning stages.

Mayor Mirsch opened the item for public comment.

Mr. Goodarzi asked how much of this expense the City was going to absorb.

City Manager Jeng answered the City had contributed about 1/3 of the expenses thus far totaling \$35,882.00 as indicated on page 42 of the staff report. On March 19, 2019, the Council decided to contribute 1/3 of the cost solely to assessment districts design and nothing more beyond that.

Mr. Goodarzi inquired why **the** City is involved in undergrounding. He expressed concern over the City's interest and finances. He stated that he currently has drainage problems and does not feel that undergrounding should be a priority. He does not see this as a necessity for the City compared to drainage. He stated he could call Edison for whatever he needed, and Edison would charge it to his bill. He has attended two meetings and it was his understanding that the bill for this project is continuous.

Mayor Mirsch replied that she appreciated Mr. Goodarzi concern for the City's Finances. She assured him that the Council was highly concerned as well. She explained that the policy has been in place for a year and that the current Council, along with previous Councils, felt that undergrounding was a benefit to the City and the community. The City may budget \$100,000.00 each year, but that does not mean the City will spend the full allocation. She referenced the staff report and highlighted that the Council is capped at \$35,000.00 for the project. If the cost increases, the assessment district must make provisions. She clarified that the Council offers seed money as an incentive to encourage residents to form districts for undergrounding projects. This is something the Council has been doing for some time and this was the first group to progress this far. She further stated that this does not indicate undergrounding is more important than drainage.

Mr. Goodarzi asked how the City would get its money back and if the properties in the group would be reassessed.

Mayor Pro Tem Pieper replied that the City was not trying to recover any money back. The Council is financially conservative and was very careful about spending the resident's money. He stated the Eastfield Drive Utility Improvements Project group has spent a lot of money and energy to move the project forward. The Association and the City decided to pay a third **of the assessment districts design** with the residents paying the remaining third for the first part of it to see if they can get the project off the ground. He stated that the completion of this project would make the City look better and increase property values. He understood Mr. Goodarzi has a drainage issue and assured him that it was something the Council has discussed. He also pointed out that Mr. Goodarzi was talking about issues that involve private property and roads. The drainage has come up in previous Council meetings and has been flagged as a priority by the Council. He assured Mr. Goodarzi that the Council was listening to his concerns, but he also wanted to point out that undergrounding and drainage were two separate issues.

Mr. Goodarzi stated that he understood what Mayor Pro Tem Pieper said but he still felt that undergrounding only adds value to properties once they are reassessed.

Mayor Mirsch commented that she felt that the removal of poles and undergrounding does add value to the community. The streets that have undergrounding and do not have poles look better in her opinion. If money were not an issue the entire City would have undergrounding. She further

stated that previous Councilmembers had expressed the same sentiment.

Marcia Schoettle, 24 Eastfield Drive, commented that having the City support her project assisted her in recruiting participation.

Susan Sleep, 5W Ringbit Road West, commented that she does not live anywhere near Eastfield, but the big heavy overhead lines devalue the entire the City. She further stated that she would gladly contribute to the project because it helps the entire City.

Mr. Goodarzi added that if the concern was safety and beauty then why not add lights to the existing poles for safer roads. Having poles in the community add value because Edison and the utility companies must provide maintenance for the trees around the poles. He stated that undergrounding benefits the utility companies and furthermore the City should leverage them to provide landscaping and maintenance services.

Mayor Mirsch thanked Mr. Goodarzi for his comments.

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

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

B. CONSIDER AND DISCUSS A POLICY FOR CITY CONTRIBUTION TOWARDS UNDERGROUNDING OF OVERHEAD WIRES AND POLES THAT ARE NOT A PART OF ASSESSMENT DISTRICTS.

City Manager Jeng stated that this item was to discuss setting policy for undergrounding single poles. She clarified that the previous item discussed assessment district projects. On March 2019, the Council set a policy for contribution amounts, set a cap for assessment district projects and created a MOU with the Association to share costs. She explained that provided clarity to the residents that were considering forming an assessment district. Single poles, however, have been handled on a case-by-case basis. She pointed out that the Council has not been consistent but understood why. She explained every pole was different (location, and single versus multiple lines) and that there were special considerations taken in some cases. She hoped that the Council could reach some common ground regarding single pole requests. This would help provide better direction, help staff process the single pole request and address some past concerns.

City Manager Jeng proceed to review past single pole projects. The most recent project that received City contribution was a utility pole on 38 Saddleback. The City Council approved a contribution of approximately 10% of the overall project cost, which matched RHCA's contribution amount of \$3,295. The staff report relating to 38 Saddleback was attached to the Council's report for reference. She highlighted other utility undergrounding projects that received City contribution. In reviewing various projects, the City Council based contribution amounts on

overall cost, RHCA's contribution amount, or the percentage of SCE engineering cost.

City Manager Jeng also sought clarity on the process of payouts. One project stated that the payout would be done upon 75% completion and as she pointed out any percent of a project is difficult to measure if it is not 100%. Another issue the staff consulted with the legal department was regarding the City's contribution to a single party. It was determined that any City contribution must have a public benefit, which means it would benefit more than one resident. A question was posed if a blanket determination could be made that undergrounding utility poles helps with wildfire mitigation and that is a community wide benefit. This is another aspect for the Council to determine. She explained that the Council is welcomed to define parameters or continue on a case-by-case basis.

Mayor Mirsch thanked City Manager Jeng for her overview. She predicts that the Council will be seeing more single pole requests and requested that the Council consider having a discussion on the item.

Mayor Mirsch opened the item for public comment.

David McKinnie, 3 El Concho, shared that he has had discussions with people about single poles. He stated that one of the major issues with single poles was figuring out the cost. If someone tries to draw some parallel to the utility districts, then you would need to identify the engineering cost. He was unsure how Edison breaks this cost down. He referenced the staff report for 38 Saddleback and stated it was the best break down he has seen. He presumes the Association and the City reviewed the break down before they decided how much they wanted to contribute. He did not recall seeing the bid, but he saw that it shows Edison's cost of \$22,000. He was not sure if that amount was for what they considered engineering design cost or cost before the project started. He advised the Council that if they decided to explore that route for non-utility districts, they would first have to define what the engineering cost would be. He suggested collaborating with Edison to get a good estimation of the engineering cost. Once that amount is defined, then the City could decide how much to contribute.

Mrs. Sleeps stated that she brought photos of all the poles on Ringbit Road West. She wanted to work on the 3 poles located on the street above her. Instead of trying to do everything at once, she and her neighbor, Mr. Shumaker, decided it was best to divide and conquer. She stated that Mr. Shumaker was assigned pole A and B, and she was assigned pole C. She then informed the Council that the pole assigned to her, pole C, and the people above her does not affect her view, but does affect her neighbors, Mr. Joe Hummel, Mr. Charlie Shumaker. She also added that the pole was in her driveway. So rather than trying to herd cats, it was decided that each neighbor would take on a pole. She stated that her pole is at the end of the line and that she had already paid for her invoice for engineering cost, totaling \$6,600.00. She further stated that the Association had already written her a check for a total of \$2,250.00 which comes to a 1/3 of the cost. She informed the Council that she had already paid for the undergrounding and construction cost. She stated that the cost to tear up the street for a single pole came to \$22,500.00 and that did not include the engineering cost.

Mr. Goodarzi stated that he would reach out to Edison executives to see if there would be a way

for the City receive credit for the preventative maintenance measures they have taken by doing undergrounding.

Mayor Mirsch closed the item from public comments.

Mayor Pro Tem Pieper admitted the Council had been inconsistent with contributions towards undergrounding that is not part of an assessment district, but the Council was getting better as more projects came up. His issue was how to confirm the removal of one pole serving more than one resident. He commented that the removal of a pole could help with fire mitigation. He stated the Council needed to be careful in declaring cost projections. He shared there was a huge difference between a single pole and a feeder line pole, which powers an entire area. He compared the removal of single poles on past projects to the Eastfield project and estimated the City spent about \$2,500.00 per house. He believes the Council has spent too much money on the removal of single poles and would be better off declaring an amount to contribute regardless of engineering cost. If the Council set a policy on the matter, it should decide how much money to contribute per pole, but admitted each pole is different making that amount difficult to establish.

Mayor Mirsch stated that she felt it was better for everyone to know what the Council's policy would be and what to expect from it.

Councilmember Wilson commented that single poles could have a lot more variables and unknowns than an assessment district.

Mayor Pro Tem Pieper stated that the Eastfield project started with 19 poles and as the project progressed, the number of poles changed. If they are trying to make it easier for staff to process, they can simply place a bounty on a pole no matter its location. If the amount is out of line for whatever reason, the applicant could come before the Council and be heard individually.

Councilmember Dieringer stated that the Council should investigate how much funding the City has allocated for these projects. She was not sure how many poles the City has but that the City does not have money to fund the removal of all the poles. She was also concerned about the legal considerations. She recalled the Council considering these types of projects before and if the project benefited more than one person, which it did. She further stated that she did not think that the Council could come up with a magic number to contribute. The Council made different decisions on each pole because each pole and circumstance were different. She thinks the Council should develop considerations and encourage people to apply before the project begins. This allows the Council to evaluate the project, find out how many people it would serve, and determine if there is a community need. She acknowledged removing numerous poles would be some sort of fire mitigation but questioned if that justifies the Council undergrounding every single pole. She suggested the Council put together a workable policy because single poles are different than an assessment district, which clearly has a community benefit.

Mayor Mirsch stated that she concurs with everyone's point of view. She agrees assessment districts defines who benefits and the costs. She does not feel the Council or staff are able to assess how much value there is to a pole. It has been established that all poles are not alike including fire safety considerations. She is not inclined to determine how much a pole is worth and was not in

support of assigning an amount per pole. She stated that if the Council considered reimbursing a portion of cost, it would have to be based on that project. The Council has made fire mitigation a high priority. If undergrounding utilities is considered a benefit to fire mitigation, then that could mean that undergrounding does benefit the community. She requested counsel's position.

City Attorney Michael Jenkins stated that he was not sure. He informed the Council had two options. They could review each project on a case-by-case basis. The advantage is that the Council could look at individual facts to determine if it would produce a benefit (i.e. fire or esthetic). The disadvantage is that it is more time consuming and does not provide the kind of incentive the Council wants to give applicants. The question becomes how the Council would create a generic policy. Can the Council arrive at a broad conclusion that the elimination of every single pole would produce a community benefit that would be equal? He stated there would be an equality issue in determining which pole removal would be more beneficial to the community. For example, a pole in an obscure area versus a pole that is highly visible. The Council could create a policy and create some criteria. Some poles may meet all the criteria some may only meet half the criteria. He suggested that if a pole only meets half the criteria then that pole would then only receive half of the contribution. This is one way to bring consistency rather than **have** the Council deal with it on a case-by-case basis.

Mayor Pro Tem Pieper suggested bringing the item up at the joint meeting between the City Council and the Planning Commission in April. He suggested the Council come up with something repeatable and hoped it would address 90% of the projects. He proposed if the applicant does not like the answer, they could come before the Council and it could be treated as an individual case. He would like policy that is clear for residents and staff. He does not think staff should have to decide if a pole is a fire issue or view obstruction. The next issue for the Council to discuss was a palpable amount of money for the poles with transformers versus the 4KW giant poles.

Mayor Mirsch stated the giant poles would more likely form a district because those poles service many homes.

Councilmember Dieringer stated more discussion is needed in order to develop ideas.

Mayor Mirsch asked if the Council was inclined to form an Ad Hoc Committee. She was interested if anyone cared to join her.

Mayor Pro Tem Pieper moved that the City Council form an Ad Hoc Subcommittee with Mayor Pro Tem Pieper and Mayor Mirsch as members. Councilmember Wilson seconded the motion and the motion passed by voice vote as follows:

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

C. CONSIDER A REQUEST FOR CITY CONTRIBUTION TO UNDERGROUND A SINGLE UTILITY POLE AT 5 RINGBIT ROAD WEST.

Planning and Community Services Director Meredith Elguira gave a PowerPoint presentation of the undergrounding of a single pole at 5 Ringbit Road West. The application was submitted by Susan Sleep on February 4th, 2020 requesting reimbursement. She explained the infrastructure of the project has been completed per the slide submitted by Ms. Sleep. Director Elguira spoke with Southern California Edison (SCE) and they informed her that permits for this project were issued on March 3rd, 2020. The project is expected to be completed within 45 days of the issued permit. Ms. Sleep's pole is part of a larger project but no letters of support were received. Mr. Shumaker is also proposing removing 2 poles. Director Elguira highlighted the SCE project planner explained that this project is an outlier because the pole was smaller and an end pole, which minimized the cost. The design cost was nominal and not included in the invoice with the engineering cost, which includes pulling of the cable, labor, and project materials. Ms. Sleep requested reimbursement of an unknown amount because her project benefits the community.

Councilmember Dieringer asked staff to confirm that letters of support were requested from the applicant and received none.

Director Elguira stated that was correct and added that the applicant referred staff to the Shumaker's project to locate letters of support. She further stated that the bigger project had the support of other residents including Mr. Shumaker and the adjacent neighbor. When she visited the site with Mr. Shumaker, SCE, and a potential contractor, two residents were present to support the bigger project.

Mayor Mirsch opened the item for public comment.

Ms. Sleep stated that she was not sure why the Council was trying to reinvent the wheel. The Association already offered a 1/3 of the engineering cost. She has an email from the City dated August 18th stating that City has been contributing 1/3 to engineering cost and it was her understanding that this was encouraged by the City. She does not understand why this is so difficult and the hoops she has gone through were not encouraging. She informed the Council COX and Frontier already ran lines at no cost. She felt that the questions being brought up had not been researched. If a 1/3 of the engineering cost was paid by the Association and the correspondence, she has from Mayor Mirsch states the City's been covering a 1/3 why was the Council making it complicated. She proclaimed the Council either wants to encourage residents or they do not, and people will give up if it is complicated. She stated her group wanted all three poles done, but it proved to be too difficult and doing one pole at a time seemed easier. She suggested the Council continue to pay 1/3 of the engineering cost and if the engineering cost is expensive, the neighbors could contribute. She referenced the earlier discussion about the Council creating a policy and stated the value is determined by the work involved to remove the pole not the value someone attributes to the view or fire hazard. She believes the Council should consider the full cost and not cap a pole at \$2,500.00. She felt the Council was complicating the issue and making the process difficult. She already paid the invoice and would continue with the project either way. She added that removing pole A and B would be nice and it would be nicer if her neighbors received support

since they are investing a large amount of money. Ms. Sleep advised she is willing to contribute her requested reimbursement to the Eastfield project because that project would benefit the whole City.

Mayor Mirsch reiterated the Council encourages these projects and that was the purpose for the discussion. The Council's policy is to pay for a 1/3 of the engineering cost for assessment districts. When she replied to Ms. Sleep's email in August and she indicated "many neighbors" the Mayor thought she was talking about an assessment district.

Ms. Sleep spoke with Edison and it was too difficult to form a district and determined that if each neighbor took a pole, then the whole street would be done. It was not practical to do an assessment with a bond, she stated that Joe Hummel, the Shumaker's, and the Kirkpatrick's all agreed they wanted the poles done and signed the email. The group confirmed that they were all willing to contribute but that the assessment district was too cumbersome. They projected if each person took a pole, the cost would end up being about same.

Mayor Mirsch stated she understood, and the Council was trying to work it out. The Council is considering her project, like all the others, and they were looking at all aspects. She advised that her request would now be under the preview of the Ad Hoc Committee and that the Council had enough information to consider her case.

Mayor Pro Tem Pieper explained that these are public funds and the City must follow certain protocols. Until recently, the City donated to larger groups because of the benefit to the entire City. He explained that Ms. Sleep's project involved a single pole at the end of a street and that the Council had to have a conversation to decide if they can prove it is a community benefit. He agreed it is a drawn-out process but there are multiple steps that need to happen. He stated the City strives to make all processes easy for the residents. He thanked her for undergrounding the pole and reminded her that the Council must go through the obligated steps and the City's counsel attends meetings to monitor the legalities.

Ms. Sleep insisted this was not a new issue and the Council had seen this issue before. She suggested the Council review the Hackamore case because it was a single pole project as well.

Mr. McKinnie stated that there were two key issues before the Council. The first one was the use of public funds. The second issue was if the Council provided funds, what items should be considered and how much to cover. He indicated he was not clear what the \$6,700.00 bill represented. Was it just engineering, which he understands to be the front-end cost before any construction or whether it includes some of Edison's construction. He stated that the invoice was hard to read because it was blurry and listed labor, materials, and other items. It appeared the bill might be for the whole project. He did not believe the Council had all the necessary information.

City Attorney Jenkins interjected to say this was not a good use of the time. A member of the public was constantly talking out of turn. He then noted a speaker was testifying while reading a document for the first time. He discouraged the Council's evaluation on this item if they have not seen all the documentation. He suggested that staff provide comments on whether the Council is ready to go forward with the issue.

City Manager Jeng stated that staff had reviewed all the documents submitted by Ms. Sleep, which was only her correspondence with Edison. She provided an Edison invoice for about \$6,000.00, which she paid. She proceeded to review the invoice that Mr. McKinnie questioned. She stated that there was a line item for design that read zero cost. There was labor, materials, and other items listed that related to Edison's fieldwork. She pointed out that cost was not for design but rather Edison's labor. She also highlighted Ms. Sleep had another line item listing a separate contractor, for trenching. It was the staff's understanding that the pole had not been removed and **had** confirmed that with Edison. She reminded the Council that past practice has been to issue payment upon completion of work. There was only one project when funds were released before completion. That payment was issued upon 75% completion of the work but **she** could not recall the name of that project. She concluded the Council should not contribute at this point. She recommends the Council wait until the applicant has demonstrated the work is completed. The contribution would be at the Council's discretion.

Councilmember Dieringer stated everything must be considered as a whole and she does not believe the Council has all the information or knowledge on what criteria the Council should apply. Past projects are being referenced as one-pole policies and that was not the case because the Council did not treat it that way. Since more information was needed, she would not vote on the item based on the information provided.

Mayor Pro Tem Pieper stated that his problem was the information presented does not match what is being said. He recognizes that the Council needs to figure out a policy.

Councilmember Dieringer moved that the City Council table the item until the Council meets with the Ad Hoc Committee to develop a proposal for policy going forward and receives further information from staff regarding the completion of this project and the cost involved. Mayor Pro Tem Pieper seconded the motion and the motion passed by voice vote as follows:

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

The City Council recessed at 8:25pm.

The City Council reconvened the regular meeting at 8:31 p.m.

D. CONSIDER AND DISCUSS RESTRICTING THE PLANTING OF SIX HIGH HAZARD PLANTS PER LOS ANGELES COUNTY FIRE DEPARTMENT READY! SET! GO! PROGRAM.

City Manager Jeng stated that staff has been working on the Wildfire Mitigation Plan with First Responders (Los Angeles County Fire Department and the Los Angeles County Sheriff's Department), Rolling Hills Community Association, and members of the Block Captain Program. The focus of the group is to release a draft copy of the Community Wildfire Protection Plan

(CWPP). The CWPP is meant to be an action plan that all the entities previously described can utilize to mitigate wildfire. Rolling Hills along with other Peninsula cities are in a very high fire zone. One topic of discussion is high-hazard plants located in the Ready! Set! Go! Brochure issued by the Fire Department. Brian Wells from the Fire Department was present to answer questions. She referred the Council to page 88 where the brochure list six high hazard plants: Acacia, Eucalyptus, Juniper, Palms, Pine and Pampas Grass. As the City continues to develop an action plan for the CWPP, staff wanted to engage the Council in a discussion regarding high-hazard plants and implementing restrictive measures. Some of the plants, as Mr. Visco pointed out, have oils that mimic ceresin. She stressed the discussion was not about the existing plants in the community, but restricting these plants going forward.

Mayor Mirsch stated the Association currently has a Landscape Committee that is also addressing this type of issue. She again reminded everyone that this discussion had nothing to do with the existing plants in the community. The proposal before the Council was to consider a position going forward to restrict these types of plants.

Brian Wells, Los Angeles County Fire Department, introduced himself and stated he had 10 years' experience working in Rolling Hills as he was previously assigned to Station 106.

Councilmember Dieringer asked Mr. Wells if he knew the background of why these six plants were placed as high hazard in the brochure.

Firefighter Wells replied that most of the information comes from the State and it is their recommendation. He stated these plants have an explosive nature because of the oils in them and are susceptible to fire.

Councilmember Dieringer asked if the State's information came from existing literature.

Mr. Wells stated he did not know that off hand.

Councilmember Dieringer stated that when the Fire Department came to inspect her property, she inquired about a palm tree. She clarified she did not plant the palm tree but asked the Fire Department if the palm tree presented a problem. They informed her that the plant was not a problem and that it was fine where it was. She then stated that she wondered if the Ready!Set!Go! Brochure is well known policy against palm trees and why there would be inconsistent information.

Firefighter Wells replied that the presence of palm trees is not necessarily bad but rather the dead palm fronds underneath that presents a problem. He stated that he was not aware of the condition of the palm tree she was referring to but perhaps the Fire Department was able to determine the palm tree was healthy and did not present a problem during their inspection.

Councilmember Dieringer asked if parts of the tree are dead/dying or if they are poorly maintained would that be considered a fire issue.

Firefighter Wells replied in the affirmative. He highlighted page 4 of the brochure that states

“special attention should be given to the use and maintenance of ornamental plants known or thought to be high-hazard plants when used in close proximity of structures”. These examples include Acacia, Cedar, Cypress, Eucalyptus, Italian Cypress, Juniper, Palms (remove all dead fronds). He pointed out that problems come in to play when those plants are placed too close to structures and unmaintained. That could cause a fire problem.

Councilmember Dieringer rebutted that it had more to do with where the plant is in relationship to the residence.

Firefighter Wells advised that was correct. He stated **that** because Rolling Hills is on a hill and is in a high fire hazard zone, the Fire Department inspects up to 200 hundred feet away from homes. He explained it is a considerable distance that most people do not consider.

Councilmember Dieringer stated it was her opinion that the brochure may be inaccurately identifying six plants as high-hazard when they are simply thought to be high-hazard. She asked if there was data available to support the fact that the plants are high hazard.

Firefighter Wells stated he would have to defer her inquiry to their Forestry Division and that he would also follow up with Chief Hale about whether there is data available to support the statements made in the brochure.

Mayor Pro Tem Pieper asked if a healthy Eucalyptus tree would catch fire. He also inquired if restricting the identified plants would be beneficial or overkill for the City.

Firefighter Wells responded it depends on what causes the fire to transmit from place to place. He also stated that it would be beneficial for the City in his opinion.

Councilmember Wilson asked how one makes the distinction between Acacia tree and an Acacia shrub.

Firefighter Wells stated he would have to consult the Forestry Division and report back.

Councilmember Dieringer asked about the note on page 4, which suggests that homeowners to pay attention to the use and maintenance of these types of plants when used in proximity of a structure. The brochure does not say these plants should never be planted.

Firefighter Wells stated Councilmember Dieringer was correct and that it had to do with maintenance and the upkeep of those plants.

Mayor Mirsch opened the item for public comment.

Alfred Visco, 15 Cinchring Road, jokingly thanked Councilmember Dieringer for the cross examination of Firefighter Wells and advised he was available for cross examination as well. He advised page 4 of the brochure also includes Cedar, Cypress, and Italian Cypress. He stated that it was obvious that the brochure was inconsistent and that it was written as a general guide and not for Rolling Hills. The City already had experts from the Land Conservancy discuss Acacia and its

dangers. He recalled the City funded the removal of Acacia along the Rolling Hills border. He reported that Eucalyptus and Pine trees produce essential oils. Pine tree essential oils are terpenes, which is essentially turpentine. Eucalyptus produce essential oils consistent with Pine trees. The problem with Eucalyptus trees is that it does not need a very high temperature before it starts off-gassing its oils. It creates a fog over itself of these highly flammable oils and it is how crown fires occur in these trees. He stated that of course trees should be properly maintained but the problem is a lot of these trees are not close to the roads, they are not close to houses and therefore are not being properly maintained. Palm trees have fatty oils with triglycerides, which are not nearly as flammable as the essential oils but are still flammable. He stated he knows this because he was in the natural fats, oils, and processing business before he became an attorney. Palm trees are a problem as well because their leaves are horizontal and are more prone to catching the falling embers than a properly maintained Eucalyptus or Pine tree. He stated that he had not done any research on Juniper or Pampas Grass and therefore would take the Fire Departments recommendations that both plants are high-hazard and should not be planted. He stated that it was his opinion that it had nothing to do with structures but rather with fire fuel. He stated that the Council has taken a first good step in banning the six named plants.

Mayor Mirsch thanks Mr. Visco for his comments.

Councilmember Dieringer commented that the City has a lot of conditions in place for fire safety but has not implemented all of its conditions. She stressed that she has a problem with rules and regulations that criminalize things when the community simply needs to practice diligence. She further stated that even if the Council decides an ordinance was necessary, there is already an ordinance in place regarding dried/dead plants and vegetation. She suggested placing the restriction of the plants in the CWPP but only after more research is done with solid science to support it.

Councilmember Wilson asked Director Elguira if she has seen landscape plans with any of the listed plants.

Director Elguira stated she has seen some projects with palm trees.

Mayor Pro Tem Pieper stated that the City already has requirements in place for new projects. He believes the City would be in better shape if a couple of plants were banned and it would minimize concerns. If there was a reference list when homeowners landscaped, they would be less likely to use those plants.

Mayor Mirsch explained the reason why this item came before the Council was because the public asked for information regarding the types of vegetation that could be planted. There was work being done by the Association and they also hired a Fire Consultant who had mentioned that these plants are not suggested. She asked if the Council would like to get ahead of the curb on this issue and if there was a motion to consider moving forward. Which she clarified meant to discuss the item, give staff direction that Council would like to have an ordinance, and going through the public hearings process.

Mayor Pro Tem Pieper stated that he would prefer the item as a guideline.

Mayor Mirsch stated that the reason for having this ordinance beforehand was to hopefully set an example. She reminded everyone that the Council was committed to fire safety. She stated that she would like to direct staff, if the Council agreed, that going forward these plants are not permitted in landscaping plans. She asked if the guidelines could legally be part of the planning approval process without having an ordinance.

City Attorney Jenkins stated the Council could establish guidelines, but they would not be legally enforceable.

Councilmember Dieringer stated that the guidelines should be put in context.

City Manager Jeng stated that staff could establish guidelines to discourage people from planting the listed plants. If people proceed to plant them then the City would convey to them to please properly maintain those plants.

Mayor Pro Tem Pieper wants the City to be firm about what the expectation is. He suggested repeating that the listed plants are undesirable.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. REPORT BY SOUTHBAY CITIES COUNCIL OF GOVERNMENT (SBCCOG) LIAISON ON CONSIDERATION TO CHANGE THE MEMBERSHIP DUES (ORAL REPORT).

City Manager Jeng reported that the South Bay Cities Council of Government (SBCCOG) was considering changing the formula that calculates the membership's dues. She stated that she and Councilmember Dieringer met with other Peninsula City Managers and one South Bay CCOG representative to discuss the potential changes. She wanted to report on how the discussion had gone and deferred to Councilmember Dieringer.

Councilmember Dieringer stated one of the SBCCOG suggestions was to pay a base of \$10,000.00 and she communicated this was not the City's preferred option. She expressed that was not a win for the City of Rolling Hills as it may be for other cities. She further stated that she was working on recommendations on how membership dues should be structured. She noted that part of the recommendation was informing her Council of what was going. She explained that it was an ongoing process and that she had met with other Peninsula Cities to try and see if there was a collective view. She stated that she understood that the other Cities are not in the same position as Rolling Hills because they receive funding from measures that do traffic control, whereas Rolling Hills does not because the City has private roads. She stated that the City had a few things that they would need the SBCCOG for compared to the other cities.

Mayor Mirsch asked why the City was still a part of the SBCCOG if that was the case.

Councilmember Dieringer answered that the SBCCOG helped with the Climate action plan and the City receives regional information. They also offered to help with the energy efficiency plan. The SBCCOG looks for ways to be helpful for their Cities and noted that other CCOG's had hired people to help their cities with their Affordable Housing Plan. She also stated that the SBCCOG was controlling the Measure M (transit) monies so it was clear to see how this would be a big deal for other cities. Meanwhile Rolling Hills has no money to gain so she felt at liberty to speak out about the membership dues change. She also informed the SBCCOG that if they insisted on the base of \$10,000.00 the City would walk and assumed the Council would agree.

Councilmember Wilson asked how much the City currently pays in membership dues.

Councilmember Dieringer advised the City currently pays \$6,500.00.

Mayor Pro Tem Piper stated he supports the City not being a member of the SBCCOG.

Mayor Mirsch thanked Councilmember Dieringer for her efforts.

B. REPORT BY PERSONNEL COMMITTEE ON THE UPDATE TO THE EMPLOYEE HANDBOOK AND PERSONNEL POLICY MANUAL (ORAL REPORT).

City Manager Jeng gave an overview of the updates the Personnel Committee made to the Employee handbook. They reached out to the City Attorney's office to check for any legislative updates. They approached Council with the salary survey and medical health benefit updates. She foresees another month of work may be needed but acknowledges committee assignments may change. The updates are not complete and although she hoped for completion by January 1st, the next best milestone would be July 1st. This would provide the new fiscal year as an effective date. She posed the question if the current members (Mayor Mirsch and Councilmember Dieringer) may stay on the committee in order to complete the assignment.

Mayor Mirsch confessed that the project was a bigger than she imagined. There were a lot of changes in laws, work environments, and it required more work. She stated that the Personnel Committee has been very comprehensive and apologized for taking longer than expected. She stated that if changes are made to the composition of the Personnel Committee it would derail the assignment. It was her hope that the New Mayor would allow the current members to stay on the committee until the completion of the Employee Handbook.

Mayor Pro Tem Pieper agreed and thought it was necessary to retain the committee members.

C. REPORT BY FIRE FUEL REDUCTION AD HOC SUBCOMMITTEE ON THE COMMUNITY WILDFIRE PROTECTION PLAN (ORAL REPORT).

City Manager Jeng reported on the City's wildfire mitigation work. The members of Fire Fuel Reduction Ad Hoc Subcommittee, including Mayor Mirsch and Councilmember Wilson, have had good correspondence and meetings with the Association. The Association Subcommittee members were Tom Heinsheimer and Roger Hawkins. She reported that the compositions of the

Subcommittee on the Association side had changed. Roger Hawkins was replaced by Anne Smith. The next scheduled meeting is scheduled for March 25, 2020 to review the final draft of the Community Wildfire Protection Plan (CWPP). Ms. Smith attended the last meeting and provided tons of feedback on the CWPP. She felt there was good progress on the CWPP and there was good conversation about the needs of the community.

Mayor Mirsch stated the meetings have been very productive. The Block Captains involvement has made a significant difference. The Block Captains organized a field trip with the Association and Fire Department to visit the East Gate, which has been a contentious issue. Because of the field trip, it seems there may be some movement on that item.

Councilmember Wilson stated the Honbo's have been great in keeping the momentum up.

City Manager Jeng added the Fire Department has been great as well. The Fire Department attends all the coordination meetings and Block Captain Meetings. They have been educating the City on evacuations. They were instrumental in the Field Trip with the Association Board Members and informed them about the care necessary for the entry/exit gates during emergencies.

10. MATTERS FROM STAFF

NONE.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 9:24p.m. The next regular meeting of the City Council is scheduled for Monday, March 23, 2020 beginning at 7:00p.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, MARCH 23, 2020**

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 07:01p.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, Black, Dieringer, and Wilson.
Councilmembers Absent:	Pieper*.
Others Present:	Elaine Jeng, P.E., City Manager. Meredith Elguira, Planning and Community Services Director. Yohana Coronel, City Clerk. Michael Jenkins, City Attorney. Terry Shea, Finance Director.

**Mayor Pro Tem Pieper was excused for his absence.*

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

NONE.

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 NOVEMBER 25, 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED

Councilmember Dieringer pointed out that she had some corrections to the minutes.

City Manager Jeng confirmed that the corrections were received and assured Councilmember Dieringer that the corrections would be applied.

Councilmember Dieringer moved that the City Council approve all consent items with amendments to the minutes of November 25, 2019. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

A. DISCUSS THE PROCLAMATION OF LOCAL EMERGENCY REGARDING THE THREAT OF COVID-19.

City Manager Jeng advised surrounding agencies had declared a local emergency, which included the County of Los Angeles, 13 South Bay cities and wanted to discuss whether the Council wanted to do the same in response to COVID-19. The City of Rolling Hills is part of the South Bay Cities Council of Government (SBCCOG) and the only city that has not declared a local emergency. She highlighted that Bradbury, another Southern California city similar in size to Rolling Hills, had not declared a local emergency. She pointed out that other cities adjacent to Rolling Hills have departments that need more resources; for example, Parks and Recreation have restrooms that need servicing. They also must consider if Park Rangers are necessary to enforce social distancing. They need to assess if there is enough personnel to ensure emergency response times are adequate. The City of Rolling Hills does not have any of those issues to prepare for because the City is comprised of single-family homes. If there was a need for First Responders, they would be covered under the County's Declaration of Emergency. City Manager Jeng stated she was not recommending the Council declare a local emergency.

She reminded the Council that regardless which entity declares an emergency, the Rolling Hills Municipal Code allows her to gather resources and obtain vital supplies because the City Manager is the Director of Emergency Services. Rolling Hills Municipal Code, Section 2.32.060 Per Section 3.32.060, A6, states "in the event of the proclamation of a local emergency; the proclamation of a state of emergency; or the Director of the State Office of Emergency Services, or the existence of a "state of war emergency" the Director of Emergency Services is allowed to do the following..." Since the County and State have declared an emergency, she has been empowered to make decisions without the Council having to declare a local emergency.

Councilmember Dieringer clarified that City Manager Jeng could proceed with all the items she mentioned if she declared a local emergency but if the State declared an emergency that would not include the County.

City Manager Jeng confirmed and stated that the County's declaration of emergency covers all the jurisdictions within its County.

Councilmember Wilson asked if the City was subject to the most restrictive guidelines of whatever jurisdiction the City falls under.

City Attorney Jenkins replied that the strictest rules apply.

Councilmember Wilson inquired what would be the downside of declaring an emergency.

City Manager Jeng replied that she spoke to Councilmember Dieringer about the same question. Once an emergency is declared, the City must report to the State. This means the City would have to document their expenditures and staff hours and see if there would be reimbursements at a later time. Other cities that have different departments may also use the declaration as a method to suspend existing rules.

Mayor Mirsch asked if the City does not declare an emergency now was there anything to preclude the City from declaring **one** down the line.

City Attorney Jenkins replied that there was nothing that would preclude the City from declaring at a later time.

Councilmember Dieringer would like to have confirmation of proposed reimbursement and that the City can, in fact, file through the County before providing a definitive answer on the matter.

City Manager Jeng explained there are two parts to the reimbursement; 1) what would be eligible and 2) the City's response activities for Rolling Hills. First Responders overtime pay would be considered an eligible item. Non-essential employees that are sent home and continue to receive pay would be a questionable. The subject of reimbursement is still a work in progress.

Mayor Mirsch asked about the activation of the Emergency Operating Center (EOC) and whether that goes away if the City were to declare an emergency.

City Manager Jeng stated that she was not sure if declaring an emergency affects the EOC. Other agencies declared a local emergency and opened their EOC at the lowest level. This means they do not have a physical person manning it, **however**, there is software that allows agencies to do it virtually. She advised she was not fully versed on how that works but believes when a call comes in; it triggers a chain-of-calls to the appropriate parties.

Councilmember Black moved that the City Council approve staff's recommendation and not declare a City emergency.

City Attorney Jenkins suggested that the Council receive and file the item. He wanted to make sure the Council understood that the motion suggested by Councilmember Black does not preclude the City Manager from declaring an emergency in between meetings if circumstances change and

it is necessary to declare one.

Councilmember Dieringer concurred with the City Attorney and suggested amending the first motion to include that the Council reserves the right to declare an emergency later if circumstances change.

Councilmember Black made a second motion.

Councilmember Black moved that the City Council approve staff's recommendation and not declare a City emergency and receive the item. Councilmember Dieringer seconded the motion and the motion passed by voice vote as follows:

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

B. CONSIDER AND APPROVE PARTICIPATION IN ALERT SOUTHBAY NOTIFICATION SYSTEM.

City Manager Jeng introduced the Alert Southbay Notification System. It is a new system that crosses jurisdictional boundaries. Before the arrival of Alert Southbay, along with recent legislation, cities did not have the ability to notify communities across borders. She gave an overview of Senate Bill 833 and 821. Bill 821 permits each county and city to grant access to the contact information of resident account holders through public utility bill records. This is important because the City's notification system only serves the people who opt in. She informed the Council both Senate Bills would allow the City to pull data in order to notify residents of alerts even if they had not signed up for notifications. Majority of the South Bay Cities fall under the Los Angeles County Disaster Area known as Area G. Area G purchased Everbridge, which is the vendor selling Alert Southbay. Many cities currently use a notification system similar to Rolling Hills Notify-Me, which is owned by Blackboard. Notify-me aims to inform residents within a certain community. The City's notification system has approximately 120 registrants, which is very limited given the population. If there were an explosion at the refinery, the refinery would be able to notify select cities of that event including residents that did not sign up for notifications. Alert Southbay allows the City to notify more residents, especially in pressing matters. She added the program would be beneficial to the City since it is a bedroom community. The residents would also be notified of events in the surrounding cities. City Manager Jeng recommended that the City participate in Southbay Alert. The City would have to subscribe to the Everbridge program to participate. The cost attached is \$5,171.00 for the first year. The following two years would total \$4,171.00. There is also an introductory cost to retrieve the white page data and that would be \$5,000.00 per participant, however, the refinery is covering this cost. All Area G cities have enrolled except for Lawndale and Carson, but they are expected to join. The City of Rolling Hills was added to the project and is partnered with Rolling Hill Estates. The City must subscribe to the program to solely notify Rolling Hills residents.

Councilmember Dieringer inquired who would be sending out the notifications.

City Manager Jeng replied that participants send their own notifications. She explained that Rolling Hills geographic area was added to the map features of Alert Southbay, but cannot use the service until the City pays for it.

Councilmember Wilson asked if Alert Southbay had anything to do with the fiber network that is being built.

City Manager Jeng explained the fiber network ring is the infrastructure to be able to deliver faster internet service and is not related to Alert Southbay.

Councilmember Wilson stated that he understood people would receive messages without opting in and further inquired if people could opt out. He also asked if Alert Southbay was the same thing as Everbridge.

City Manager Jeng replied in the affirmative. She clarified that Everbridge is the parent company. She informed the Council that Alert Southbay went live in January/February of 2020. She advised that some South Bay Cities decided to transfer their data to Everbridge. Alert Southbay allows people to choose which cities they would like to receive notifications from.

Mayor Mirsch asked City Manager Jeng if she thought that joining Alert Southbay would improve the participation within the community and enhance their ability to receive important notifications.

City Manager Jeng commented that it was her opinion that the COVID-19 situation will motivate people to sign on. Alert Southbay allows the City to get messages out to people that have never opted in for any notifications. It is a benefit to the agency to push out information but does not know if it will motivate people to opt into other notifications.

Councilmember Wilson asked if people decide not to opt in, would they receive notifications for Rolling Hills and Rolling Hills Estates.

City Manager Jeng explained that if the City decides to participate, the white pages information would be for Rolling Hills only. People would have to go to the site and register for other notifications. She explained that when Rolling Hills was added to Everbridge, Rolling Hills and Rolling Hills Estates were combined as one but does not know the reason why as she was not part of the original decision. It worked out for the best because if the City were not added with Rolling Hills Estates there would be additional upfront costs. Currently Rolling Hills is part of Rolling Hills Estates but if RHE were to send out a notification it would not include Rolling Hills.

Councilmember Dieringer asked to confirm that the City currently could not initiate sending notifications to Rolling Hills residents only.

City Manager Jeng explained that if the City subscribes to the system, the City could send notifications to Rolling Hills residents only and choose if adjacent cities should receive pertinent notifications.

Councilmember Dieringer moved that the City Council approve to participate in the Alert Southbay notification system and subscribe to services on Everbridge. Councilmember Wilson seconded the motion and the motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Pieper.

ABSTAIN: COUNCILMEMBERS: None.

C. CONSIDER AND APPROVE MID-YEAR BUDGET YEAR.

Finance Director Terry Shea gave an overview of the Mid-Year Budget report. He stated in June 2019 the City adopted a budget with a total of \$2,278,000.00 in revenues, \$2,234,000.00 in expenditures, and \$329,000.00 in deficits. The main reason for the budget deficit was because of the transfer of money to the Traffic Safety Fund for roadway striping totaling \$54,500.00, transfers to the Capital Improvement Fund for the Tennis Court Project \$320,000.00, and \$30,000.00 for the ADA design work at City Hall. He continued that the total General Fund year-to-date revenues were \$1,076,405, which is \$179,270 less than expected through February 2020. Expenditures were \$1,129,921, which is \$253,169 less than budgeted through February 2020. The FY 19/20 revenues compared to expenditures after transfers presents a decrease of \$37,516 compared to an anticipated budgeted shortfall of \$111,415 through February. As such, the City is \$73,899 better than anticipated at mid-year. Total revenues were more than anticipated in property transfer tax and interest income, but he stated that interest income was declining rapidly and does not expect to see an increase because rates are dropping fast.

Building and other Permit Fee revenues were down below the mid-year projections and is \$60,000 below this time last year. There were a couple of months where the City paid instead of collecting money. He stated the costs for the City Attorney are slightly above the mid-year projected amount but are well below the mid-year amount in the Planning Department for view cases. Total Finance expenditures are as budgeted at mid-year. Total expenditures in Planning are less than anticipated due to the invoices from Los Angeles County for services being lower than the prior year through December 2019. The Planning Budget included \$80,000 for the Housing Element, which has yet to be expended. Costs for the Storm Water Management through February is at \$73,415, which is over the budgeted amount of \$65,000, but overall, the Planning Department expenditures are well below the projected mid-year amounts, so no adjustment is being proposed.

The original Traffic Safety Fund Budget included \$40,000 for Road Striping. A Contract Change Order with PCI was approved in January 2020 to add work identified in Schedule B for \$36,526.50. As part of the Staff Report, the additional funds were allocated from the tennis court improvement project. Through February, expenditures include engineering and project management totaling \$12,545 mainly for engineering and project management. The original Capital Project Fund Budget included \$320,000 for the Tennis Court improvements and \$30,000 for the City Hall ADA Design work. Through February, the City has only expended \$7,960 for lighting and project management and \$5,360 on the City Hall ADA Design. The City Council allocated \$36,526.50 from the Tennis Court Project to the Traffic Safety Fund as mentioned

above. At the October 14, 2019 City Council meeting, the Council allocated \$34,200 for Fuel Load Reduction to be performed by the Palos Verdes Peninsula Land Conservancy (Conservancy). Through February, the City has not been billed by the Conservancy for the work performed. The original Utility Fund Budget included \$150,000 for undergrounding projects and \$22,000 for a Sewer Feasibility Study. For the undergrounding projects through February there is only \$2,088 in expenditures. The City's contribution of \$7,712 to the Eastfield Undergrounding Project Assessment Engineer fee has not posted to the account. For the Sewer Feasibility Study, the City expended \$27,366 through February to Willdan for engineering and Alan Palermo for project management cost. The Sewer Feasibility Study started last fiscal year and the allocated budget for FY 19/20 assumed payout of certain expenses in FY 18/19 that did not materialize. Staff is not proposing any Budget Adjustments to the General Fund Revenues at this time.

He advised his office would monitor the Building and other Permit Fees. Since revenues were down, it was a good thing that expenditures were down by approximately the same amount. The General Fund proposed expenditure adjustments have increased \$10,000 for account 01-01-801 (City Attorney) and a \$10,000 decrease in account 01-15-872 (Property Development – Legal Expense). The FY 19/20 mid-year budget review shows the City has a positive budget variance of \$73,899. Revenues are down \$179,270, expenditures are down \$253,169, and net transfers in and out are equal. With no proposed budget adjustments to revenues and no change in total budgeted expenditures, the projected budget deficit is still \$329,300. The projected General Fund balance by June 30, 2020, with the no proposed changes, would be \$5,466,480, which is slightly over two times the City's annual general fund expenditures.

Councilmember Black thanked the Finance Director for his overview.

Finance Director Shea offered to go over the schedules in the staff report. The first schedule was the General Fund revenues and expenditures on page 49. He read the summary and stated that revenues from July through February FY 19/20 were \$1,076,405. The adjusted eight-month budget was \$1,255,000.00, which indicates the City's revenues are about 80% at mid-year and about 40% for the year. He stated that the biggest drop was due to the Building Permit being down. He stated that for expenditures, for the City's Administration Department were at about 79% of the mid-year in salaries and that is due to the timing of onboarding people because the salaries were budgeted for the full year. He stated that salaries and benefits were down and that everything else was progressing okay. The Finance Department is right on budget so there was nothing to report. Planning and Development salaries and benefits are where he predicted. He stated that the City was up a bit in the NPDES but down in other areas, but overall, the City is at 80% at the mid-year and at about 53% at year-end. Law Enforcement is down due to the budgeted amount for Wildlife and Coyote. The City is charging a little more to the CalCops Fund because the City had a little more money than anticipated. We are about \$10,000.00 lower in law enforcement and \$20,000.00 less in the Wildlife and Pet Management account.

Mayor Mirsch asked to confirm that the coyote services fall under the law enforcement line item in the general fund.

Finance Director Shea replied in the affirmative.

City Manager Jeng explained the mid-year budget report helps her track where the City stands in revenues. She reviews projections and identifies trends. If the trend indicates the City is not catching up to the revenue that was budgeted, then she would slow down the expenditures for the rest of the year. She directed the Council to look at the last column on page 49, she stated that the percentage meant revenues are tracking 50% and above. She stated that some items could not be tracked by percentage, for example, striping. Once the striping project is complete there are no more expenditures. Then there are contractual service expenses with consultants, and she must assess if the City is depleting those funds quickly. She reported that the City is not overspending. There is some adjustment for legal fees but that is due to new issues. A transfer would be made to allocate legal expenses from the Planning Department back to the City Administration line item. She also wanted to add that the City was expecting revenue from Measure W, the clean water parcel tax, but it has not come in yet. The City budgeted \$65,000.00 in the general fund that was supposed to be offset by Measure W. If Measure W does not come in as expected, then the line item would have to be increased in order to meet the expenses for the year.

Councilmember Wilson detailed that Building and other Permit Fees were down by \$60,000.00 and asked if less construction lead to the reductions in the fees.

City Manager Jeng replied that there were two parts. The first was the reduction of projects and the second was that the City had more grievances on properties. The City calls the Building and Safety Department to conduct inspections for complaints. For example, residents have reached out to the City stating they have drainage issues. The complaint was the rain caused all these issues. Building and Safety logs their hours when they come out for an inspection. At months end, they track expenditures plus revenue coming in from building permits then reconcile. In past years, the numbers have always been positive because there were more applications than expenditures. Recently, there have been fewer projects, which lead to less revenue from building permits but more inspections.

Councilmember Wilson moved that the City Council receive and file the item as presented with the adjustment. Councilmember Dieringer Mayor seconded the motion and the motion passed by voice vote as follows:

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

**D. CONSIDER AND APPROVE RENEWAL OF LOS ANGELES COUNTY
GENERAL SERVICES AGREEMENT.**

City Manager Jeng stated that the agreement before them was a typical agreement that is approved by Council every five years. It allows the City to utilize County services.

Mayor Mirsch asked if the agreement had anything to do with the Fire Department.

City Manager Jeng answered that the Los Angeles County Fire Department services the City via

the Fire District. The Fire Department services fall outside this general services agreement.

Councilmember Wilson asked if this agreement would include animal control.

City Manager Jeng replied that was a separate contract.

City Attorney Michael Jenkins clarified the general services agreement covers all services that are not covered by a specific contract. For example, if the City has a specific contract for Sheriff's services, the general services agreement would not include that. He stated that it was his belief that the Animal Control is a separate contract and asked City Manager Jeng to confirm.

City Manager Jeng replied in the affirmative.

Councilmember Dieringer moved that the City Council approve the renewal of the Los Angeles County General Services contract. Councilmember Wilson Mayor seconded the motion and the motion passed by voice vote as follows:

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

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. CONSIDER ACTION TO ENCOURAGE STATE LEGISLATURE TO DELAY PAYMENTS OF PROPERTY TAX (ORAL).

Councilmember Black stated that people's businesses have gone to zero and the Federal Government has advocated a tax holiday, which means people do not have to pay their taxes until July 15th. He understood that the portion of Rolling Hills property taxes collected was about \$0.07 or \$0.08 on the dollar. He felt that the Council should assist their residents and request that the State not collect the City's portion of property taxes until July 15th. He mentioned that rent evictions have been outlawed, which impacts property owners if they cannot collect rents. The City is in good financial shape and can stand to go a few months without hitting their tax receipts.

Mayor Mirsch agreed and advised she reached out to other Peninsula Mayors to see if there was any interest because the request would have more impact if the whole area asked. This was after City Manager Jeng sent out the information from the County Treasurer and Tax Collector stating they had no authority to appease this sort of request and therefore would have to approach the State. Mayor Mirsch heard back from RPV and RHE. They had some interest and stated that if Rolling Hills wrote a letter they would sign on. The PVE Mayor did not reply to her request. When she was on the conference call with the other Mayors, she learned that the PVE Mayor was against it because it was their only source of income.

Councilmember Dieringer asked for staff's position on the issue.

City Manager Jeng indicated staff did not have a position on the matter. She reminded Mayor Mirsch the City's largest revenue source is property tax but reiterated **that** the City had enough in reserves if property taxes were delayed.

Councilmember Black requested that along with the letter, staff and/or the City Manager approach the City's local representatives and request they present the City's request to the State Legislature.

Councilmember Wilson concurred with Councilmember Black and asked if the City knew of other Cities outside the Peninsula considering this matter.

City Manager Jeng did not have a sense of what other cities were considering but could reach out. She noticed cities were more concerned about PARS, rent evictions, parking enforcement, street sweeping, and other issues. There was a call between Mayor Mirsch and Mayor Pro Tem Pieper with Assemblyman Al Miratsuchi and other Peninsula Mayors recently where Mayor Pro Tem Pieper discussed delaying property taxes.

Mayor Mirsch stated she would be happy to take lead on the project.

Councilmember Black moved that the City Council direct staff to request the State and Local Legislature, including the Governor's office, in writing with a direct approach to allow a property tax holiday for Rolling Hills residents up until July 15th to correlate with the Federal Tax Holiday. Councilmember Wilson seconded the motion and the motion passed by voice vote as follows:

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

Councilmember Black asked when the Council would discuss reopening City Hall.

Councilmember Dieringer commented that the City was under the Governor's current directive to close City Hall until April.

Councilmember Black replied the City was exempt.

City Manager Jeng sent a notice to the community advising residents that City Hall is closed to the public as of March 16th and the closure would run until the end of March per the first Health Order. Since then, a second and third Health Order was released. The third Health Order stated that the closure does not apply to public employees in the course of their employment for a government agency, but also states that all public and private gatherings are prohibited. She proceeded to state that she welcomed the Council's thoughts on the matter.

City Attorney Jenkins stated that this item was not listed on the agenda for discussion. He stated that the Council could agendaize the item for discussion for the next meeting.

Councilmember Black stated the next Council meeting is scheduled for April 13th and that does not work for him. He is not interested in keeping City Hall closed and wants to open by April 1st. He stated there was nothing in a health order that requires City Hall to be closed. Health Orders one, two, and three had to do with group gatherings and social distancing. He believes City Hall lends itself very well to maintain social distancing. He could place tables at the front door and residents could not get anywhere near the staff. The staff could place cones or signs every six feet to make sure residents do not line up too close together when they are waiting for services.

Mayor Mirsch repeated the item was not on the agenda and suggested the Council have an emergency meeting via teleconference since Dr. Black would like to have a discussion.

City Attorney Jenkins stated that the Council could adjourn the meeting to any date and time they would like between now and the next meeting.

Mayor Mirsch asked Councilmember Black if that was okay. It was obvious that he wanted to have the discussion before April 13th, and she did not see any alternative.

Councilmember Black replied if that is what it **would** take. City Hall should not have closed from a medical viewpoint and needs to be opened right away. He does not want it to continue past March.

Mayor Mirsch asked if there was interest among the Council to have an emergency meeting.

Councilmember Wilson and Councilmember Dieringer concurred.

Mayor Mirsch asked that the Council teleconference in order to practice social distancing.

Councilmember Black asked why the Council was asked to teleconference. He suggested conducting the meeting before April 1st.

Mayor Mirsch asked how much notification was needed to host a special meeting.

City Attorney Jenkins stated that if the Council wanted to meet within the next three days, then the Council would have to call a special meeting. If the Council went beyond the 72 hours, then they could adjourn the meeting to that time and a new agenda would be posted.

Councilmember Black advised the Council had four days left in the current week or they could meet on Monday, March 30th. Again, he specified City Hall should be open today and he does not want it to continue any longer.

Mayor Mirsch asked what the Council desired for dates and times.

Discussion ensued among the Council and they agreed that the meeting would be adjourned to Monday, March 30th, 2020 at 7pm.

Councilmember Black stated that he recommended following the recommendations of the CDC and the State. He also was happy to recommend sites with good information on COVID-19.

Councilmember Wilson remarked that the mustard was in full bloom. He recalled the Land Conservancy advised there was an ideal time to mow it. He believes it is right before the mustard releases seeds and the City is at that window. He would hate for the City to miss the opportunity but understands that it may not be addressed right now.

City Manager Jeng stated she could not open up the discussion because the item was not agendized but she would investigate it and bring it back.

Councilmember Wilson asked about the Crest East striping and questioned the appropriateness of the striping used in that section. He inquired where the striper acquired the specifications.

City Manager Jeng replied CalTrans standards are used and its manual on uniformed traffic control devices for the state.

Mayor Mirsch stated that communication is key. It is important to have more communication to know what is going on for the next Mayor. She knows that other cities are having nightly briefings and thought that was a good idea. She asked if the Council would be interested in an End-of-Day communication from Elaine.

Councilmember Black stated that the Council has a group text and prefers to use text to communicate. He stated that email would not work for him because he is not at home watching his computer.

City Attorney Jenkins clarified that the exception under the Governor's new order is that it allows the majority of the Council, in real time, to listen to an update on the COVID-19 emergency and ask questions. Council can listen through a telephone, a teleconference, zoom meeting, or be present even though it is not an actual meeting of the City Council. This exception does not allow the Council to engage in any other form of communication with each other consisting of a majority. It does not allow emailing, texting, or any other communication among the majority unless it is a unilateral communication from the Mayor or City Manager to the rest of the Council to stay updated.

Mayor Mirsch thanked the City Attorney for his clarification.

City Manager Jeng asked the Council if they would find it helpful to have a phone call with her on some frequency to get an update on the development of COVID-19 and response activities.

Councilmember Dieringer stated that Council could call her on an as needed basis. In keeping with the City Attorney's explanation, the Council would not be able to interact on a group text or group email to ask questions because that is not the forum to do so. It is only on news conference that the exception applies.

City Manager Jeng commented that if the Council is on a conference call with her, they are allowed to ask questions about the update, but they cannot have a conversation among themselves about the issue. She asked if the Council would like a call from her to disseminate information, which would allow them to ask questions with respect to COVID-19.

Mayor Mirsch asked if Councilmember Dieringer had a question and City Manager Jeng provided her information; she wondered if that information would be better shared if all of the Councilmembers were listening to it at the same time.

City Attorney Jenkins stated that City Manager Jeng could provide the Council with regular updates in writing. If City Manager Jeng receives questions that are of interest to the Council, she could send an email.

Councilmember Black stated that it might not be in real time for the Councilmembers. If it is really important City Manager Jeng could simply send a group text.

Councilmember Wilson asked under what circumstances might there be a need to address the Council in real time; perhaps to report an outbreak in the City.

Councilmember Black stated if residents became infected what would the City do differently. They would still practice social distancing and stay home. The Council should assume that residents are already infected and more will likely become infected. The reality is we probably already know people that are infected and will know people that will die from it, but that does not mean they are going to do anything differently. It is going to settle down, the curve will flatten, which is happening. Some of the medicines being made might work and then a vaccine will ultimately become available, but it will take longer. The reality is there are certain people in the City that are infected.

Mayor Mirsch asked if the Council wanted to conduct the meeting on the 30th in person or via teleconference.

Councilmember Dieringer stated that she felt that accommodations should be made for both.

Mayor Mirsch asked Councilmember Black for his opinion on whether it was okay to meet in person for the next meeting.

Councilmember Black stated absolutely. He stated that the distancing is six feet and that it is physics not magic.

Mayor Mirsch stated that showing up in person was optional for the Council and staff.

10. MATTERS FROM STAFF

NONE.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 08:18p.m. The next special meeting of the City Council is scheduled to be held on Monday, March 30, 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
AN ADJOURNED MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, MARCH 30, 2020**

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 7:01p.m. via teleconference.

2. ROLL CALL

Councilmembers participating via teleconference:

Mayor Mirsch, Pieper Black, Dieringer and Wilson.

Councilmembers Absent: None.

Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Yohana Coronel, City Clerk.

Michael Jenkins, City Attorney.

3. OPEN AGENDA

NONE.

4. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. DISCUSS RE-OPENING CITY HALL TO THE PUBLIC ON APRIL 1, 2020.

Mayor Mirsch explained that the item for tonight's discussion was brought up at the City Council Meeting on March 23, 2020. She indicated that the item could not be discussed because it was not agendized. This adjourned meeting was scheduled to discuss the matter. Mayor Mirsch expressed that she was very uncomfortable discussing the item before the Council. She thought it was inappropriate to discuss opening City Hall to the public given all the latest developments. The State, Federal and County all released recommendations and orders that strongly encouraged people to stay safe at home. In her opinion, this included the Council and City staff. In order to make sure Councilmembers did not speak over each other, she directed them to speak in alphabetical order.

Councilmember Black stated that he was the Councilmember that brought up the topic at the last City Council meeting. He noted that the title of the agenda item was wrong, and the City was not aligned with the Los Angeles County Health Order because that order did not specifically include public entities. People are asked to adhere to public distancing of six feet or more and not have large group gatherings, but businesses and entities considered essential could remain open. He

understood that it was normal to be afraid or concerned but it was more important to know how to manage fear. It was brought to his attention that City Hall staff was sent home because a part-time staff member reported possible exposure on Thursday, March 19th. Councilmember Black said medical professionals know that a person is only contagious 24-48 hours prior to showing symptoms. He specifically sent out the recommendations from hospitals and the CDC as to when people could go back to work after being in close contact with someone with the virus. He pointed out that none of the City's actions followed CDC recommendations. Part of leadership is to show people how to behave and not panic. He stated that the City's actions represented one panic move after another. He stated that City staff should be in the building, the building should be open, and that staff should observe six-foot distances. He indicated that with a small staff, they were safer in City Hall than anywhere else.

Councilmember Dieringer shared that she works in the public sector. She stated the State Supreme Court was drafting new measures because of the latest developments. Her office is dealing with criminal defendant's constitutional rights to have a trial. Notwithstanding the importance of these constitutional rights, the Courts have decided to suspend cases that were in trial. She commented that this pandemic is being taken very seriously. She concluded that she was not in favor of opening City Hall. She pointed out that the City has a very small staff and if one person were to get sick, everyone would have to be quarantined, bringing everything to a halt. The City needed to exercise caution and Councilmember Dieringer added that there was nothing that could not be done through phone calls and email. Residents could drop things off **in a designated area** and staff could retrieve it without having personal contact.

Mayor Pro Tem Pieper stated that he does not understand why the grocery clerks, Costco employees, and the guys at the marijuana dispensary must go to work and City staff would not go to work. Until recently, City Hall accepted walk-ins and conducted business by appointments. He thought the set up was very reasonable. He stated he goes back and forth on the issue and cannot come up with an answer. He wondered if the City was conducting business effectively while telecommuting. He pondered if the City stopped permitting and reviewing plans and were these functions also stopped at LA County offices. He commented that Rolling Hills is a small piece of a bigger puzzle. The current situation does not allow the City to stand out and be different. He believed closing City Hall is wrong if staff's physical absence prevents business from being conducted. Mayor Pro Tem inquired if business is disrupted with LA County offices closed? He expressed working at City Hall was safer than working at any other place.

City Attorney Michael Jenkins suggested City Manager Jeng clarify some of the concerns raised by Mayor Pro Tem Pieper. He observed there was a perception that City Hall closed its doors, staff walked away, there was no work being performed, and that was not his understanding.

City Manager Jeng reported that City Hall was closed to the public on Monday, March 16, 2020. City staff continued to report to work as usual behind closed doors until Wednesday, March 25, 2020 when all staff were directed to temporarily telecommute because a part-time staff member reported she was exposed to someone that may have the COVID-19. City Manager Jeng said the item before the Council was to discuss whether City Hall should be opened to the public and not whether City staff should telecommute.

City Attorney Jenkins clarified that City staff had been telecommuting because of the exposure to the part-time employee.

Councilmember Black insisted no exposure occurred. He stated that a lot of non-medical people were making incorrect medical treatment plans and it made no sense.

City Attorney Jenkins stated the status quo before the possible exposure was that all employees were physically reporting to work, but the doors were closed to the public. If a member of the public had city business, they could make an appointment. He explained that nothing different was being proposed. He clarified for the Council that the only question before them was should City Hall unlock the doors during business hours and have unrestricted access from any member of the public.

City Manager Jeng added that the County also closed its doors to the public. It was her understanding that County staff was still working in the office but at a limited capacity. The County has since developed ways to issue permits and check plans remotely. They were also exploring ways to pay fees remotely. All these services did not exist prior to the COVID-19. She stated that City staff is in constant contact with the County's Building and Safety office that serves Rolling Hills.

Mayor Pro Tem Pieper asked about daily foot traffic at City Hall prior to closure.

City Manager Jeng responded that majority of City Hall's walk-ins were from residents to discuss issues requiring city assistance. These visits have been replaced by phone calls and there has been no feedback or service issues. Consultants visit City hall to drop off plans. They have been directed to submit plans electronically and added that it is more efficient with electronic submittal. There have been no requests for walk-in service.

Mayor Pro Tem Pieper stated he was in support of status quo. He stated that more City services need to be streamlined and that the City could use this time to transition. He stated it did not matter to him one way or another unless he hears from residents of inadequate service.

Councilmember Wilson concurred with Mayor Pro Tem Pieper. He shared that his business is considered essential and had conflicting feelings. He was dealing with employees who were very concerned with customer interactions and had to find ways to address it. Some of his employees expressed concerned about proximity to other employees so his company implemented social distancing requirements. Some of his employees expressed concern about continuing to work even though his company did its best to make sure all employees felt safe and comfortable. On the other hand, he stated that a lot of his employees were happy to be employed. There is real fear within people and that fear takes a toll on employees. Councilmember Wilson expressed the importance of City Hall being open to the public, but it appeared **to him** that important business was continuing. He stated he missed having the public at the Council meetings and some of the orders were heavy handed **and** perhaps unnecessary, **but whether it was needed remains unknown.**

Mayor Mirsch stated that she respected Councilmember Black as a physician and trusted him with her care. However, she took issue with his statement of "non-medical people making decisions"

because she too has been listening to Public Health Officials such as Dr. Jerome Adams, Dr. Anthony Fauci, and Dr. Barbara Ferrer. They all continue to stress that people should have limited contact with the public. She reiterated the City's business could continue without having the office open to the public. She received comments from residents questioning the need to open City Hall to the public. Furthermore, the City was not being perceived as panicking but rather following guidelines from the public health government officials and other physicians in a position to provide information.

Councilmember Black stated City Hall was panicking and it made no sense to him. He called for a vote on the item.

Mayor Pro Tem Piper stated that he agreed with Councilmember Black, however he proposed a motion for City Hall to continue to operate as is.

Mayor Mirsch asked for clarification on the appropriate motion.

City Attorney Jenkins clarified that the question was whether City Hall should be opened to the public. Councilmember Black could make a motion to reopen City Hall to the public or someone else could make a motion to maintain the status quo. He noted that the status quo was City Hall would be available to the public by appointment, email, or by phone.

Councilmember Black motioned that City Hall be reopened to the public in accordance with the Los Angeles County Public Health recommendations and the CDC guidelines and pretend that staff is present at City Hall.

The motion was not seconded.

Mayor Mirsch asked if Council needed a motion to keep the status quo.

City Attorney Jenkins stated no motion was needed to maintain the status quo.

Councilmember Black requested to continue the meeting to next week to discuss staff's physical presence at City Hall. The City was going against medical practices regarding the Coronavirus. He requested to have the City Council meet weekly because it was his opinion that bad decisions were being made.

Mayor Mirsch stated that the next regular Council meeting was scheduled for April 13, 2020. She inquired if Councilmember Black wanted to hold a meeting on April 06, 2020.

Councilmember Black stated that this is an emergency and the City Council should meet as soon as possible to resolve City staff not being at work.

Mayor Pro Tem Pieper asked if City staff was going to be available to work.

City Manager Jeng stated she is waiting for the COVID-19 test result. If the result is negative, staff will physically return to City Hall. If the test result is positive, she would seek further information before proceeding.

Councilmember Black stated he disagreed with the City Manager's actions. If the employee was potentially exposed on the 19th and had shown no symptoms by the 30th this person did not have the virus on the 19th. The part-time employee could have contracted the disease on the 27th by going to the supermarket but did not contract the virus on the 19th.

Mayor Mirsch asked if there was a possibility that the employee could be a carrier of the disease.

Councilmember Black stated that carriers were not necessarily infectious. A person could be infectious between 24-48 hours before they show symptoms. He again stated that the part-time employee could not have become infected on the 19th if the person infected first showed symptoms the 24th.

City Manager Jeng stated the Council entrusted her with the operations of City Hall and she was doing so to the best of her ability. Although she is not a medical professional and does not have one on staff, she gathered the best information available to care for the wellbeing of the community and City staff.

Councilmember Black replied that the City Manager had a medical professional on her Council who was willing to talk to her. He inquired if the person was tested? It was his understanding that people do not have to get tested and further added that the test results fall under patient privacy. Test result for individuals cannot be legally released to other individuals.

City Manager Jeng stated according to the employer of the person, a city official of another city, he was tested, and his test result will be shared.

City Attorney Jenkins reminded the Mayor that there was a request to schedule an adjourned meeting for Monday, April 6, 2020 to reassess the situation.

Mayor Mirsch stated she would like to schedule a meeting for next Monday and inquired if she needed a second motion.

City Attorney Jenkins stated she could adjourn the meeting to Monday, April 6th, set a time, and wait for a second motion to vote.

Councilmember Black moved that the City Council adjourn the City Council meeting of March 30, 2020 to Monday, April 06, 2020 at 7pm. Mayor Pro Tem Pieper seconded the motion. The motion passed by voice vote as follows:

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

Mayor Mirsch provided an update on her conversations with the State Assembly representative and Senator Ben Allen's office regarding the City's request to extend the property tax payment deadline. She was unable to reach Governor Newsom's office. She also spoke with the Tax Collector's office and the County Treasurer Tax Collector's office. The League of California Cities and seven other agencies sent a letter asking the State not to extend the property tax payment deadline. The responses she received from her outreach was that a person could appeal to have their late fees waived after April 11th. If the person's reason for late payment had to do with COVID-19, a task force would investigate the request. All the people she spoke with did not support a payment deadline extension because property tax is a revenue source for the cities necessary to pay for first responders, doctors, and essential services.

Councilmember Black stated that it was his understanding that if a person wanted their late fees waived, they would have to prove that they were physically incapable of doing so due to COVID-19. He asked if his interpretation was correct.

Mayor Mirsch stated that she wondered the same thing but unfortunately, she was not able to get an answer.

Councilmember Black asked City Attorney Jenkins if he would go to jail if he recommended that people not pay their property taxes if they were having a hard time.

City Attorney Jenkins replied he would not be violating any laws by providing his opinion.

Councilmember Dieringer stated Councilmember Black had the right to free speech.

City Attorney Jenkins indicated that Councilmember Black needed to make clear that he was stating his personal opinion and was not speaking as a Councilmember.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 7:50p.m. to an adjourned meeting of the City Council scheduled for Monday, April 06, 2020 beginning at 7:00p.m. via teleconference.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Leah Mirsch
Mayor

**MINUTES OF
A JOINT STUDY SESSION MEETING
OF THE
CITY COUNCIL AND PLANNING COMMISSION OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, APRIL 13, 2020**

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 6:07p.m. via teleconference.

2. ROLL CALL

Councilmembers participating via teleconference:

Mayor Mirsch, Black*, Dieringer, Pieper, and Wilson.

Commissioners Present: Chairman Chelf, Cardenas, Cooley, Kirkpatrick and Seaburn.

Councilmembers Absent: None.

Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning and Community Services Director.

Yohana Coronel, City Clerk.

Michael Jenkins, City Attorney.

Jane Abzug, Assistant City Attorney.

**Councilmember Black joined the meeting at 6:47pm.*

3. OPEN AGENDA –PUBLIC COMMENT

NONE.

4. CITY COUNCIL AND PLANNING COMMISSION JOINT STUDY SESSION

PCS Director Meredith Elguira gave an introduction of the joint study session between the Planning Commission and the City Council. She highlighted the list of discussion topics submitted by both bodies for input and/or questions to create a path forward.

Enforcement of Power on Nuisance

PCS Director Meredith Elguira explained the City receives numerous complaints regarding lights, landscaping, dead vegetation, fallen trees on private property, and damaged fences.

Commissioner Cooley asked how the City distinguishes a nuisance from a code violation.

Assistant City Attorney Jane Abzug replied that nuisance is defined per the municipal code, which states a "nuisance" shall be defined as anything which is injurious to health or safety, or is indecent or offensive to the senses, or an obstruction to the free use of property..." (RHMC, Chapter 8.24). She added the section also sets forth that the Council may define by ordinance any particular

condition constituting a nuisance. If the Planning Commission had a particular item to recommend to the Council as a nuisance, that could be a way to address the enforcement of power on nuisance.

City Manager Jeng commented that from an operational standpoint, it becomes difficult to differentiate the two because there are times when code violations are continuous, and it then becomes a nuisance.

Chair Chelf did not recall handling nuisance issues. It seemed that City staff is more familiar with nuisance issues. He stated that some people have had their green fence up for years and roll-off containers in the front yard. He feels that residents are abusing their fencing permit and that is a more important issue. The containers should be placed in the backyard or side yard and residents should not be allowed to bring in more than one container at a time. They should only be for building materials and not used for storage.

Assistant City Attorney Jane Abzug commented this topic came up about 6 months ago when discussing resolutions of approval and placing conditions on construction and trailers. She reminded the Council and the Planning Commission that if the City were to prohibit those things outside of the construction context there would need to be a code amendment.

Mayor Pro Tem Piper asked how the City determines when to direct a property owner to remove the fencing when they have an open permit.

Chair Chelf advised the Planning Commission had discussions about a fence time limit. It was suggested that the property owner reapply for a fencing permit every 6 months and provide proof why the fence was needed. If no proof is submitted, then the property owner would have a certain number of days to remove the fencing.

Mayor Pro Tem Pieper wondered how the City could deal with the outliers that have keep their fence up.

Chair Chelf recognizes there is always someone that will abuse the timeline forcing the City to change all the rules. He suggested having a safeguard in place if a property owner has a fence up for no reason; then the City has a mechanism to enforce removal.

Mayor Pro Tem Pieper asked the PCS Director to create and present a manageable process to the Planning Commission to make it part of the rules.

Chair Chelf added if the City made the applicant responsible for renewing their fencing permit every 6 months, there would be no need to make a big deal of it.

Commissioner Kirkpatrick commented that there was not a lot of fencing around the City. He suggested better communication between property owners, contractors, and the Planning Commission.

Chair Chelf suggested defining what “under construction” means to give property owners guidelines to keep or remove the fencing.

PCS Director Elguira replied that staff could easily address the issue with the Code Enforcement Officer and make the timeframe of the fencing part of the conditions of approval for projects. She added that it was easier when the language is part of the code. It was also noted that Building and Safety input would be needed.

Mayor Pro Tem Pieper presumed the Council needed to figure out how to implement the timeframe of fencing into the City's municipal code. He asked if the Planning Commission would take lead on this process and bring it to the Council for approval.

PCS Director Elguira replied in the affirmative.

Councilmember Wilson cautioned both bodies they would have to be very specific about the proposed regulations. A construction container could be easily confused with a roll-off dumpster. He also reminded both bodies that containers come in various sizes.

Mayor Mirsch recalls addressing that issue regarding a project on Crest. Decisions were made that specified the size and number of storage containers and **that it** should be listed in the conditions of approval.

Councilmember Dieringer recommended the City talk to Building and Safety to better define the need, type, and how long the container should remain on the property.

PCS Director Elguira replied that the planning department would follow up on both issues with the Building and Safety Department.

Tree and View Protection

PCS Director Elguira reported she receives numerous calls about tree and view protections. She was processing one case and estimates three more on the horizon. She has submitted one letter and had two residents inquire about the process. She determined this was becoming a hot topic.

Commissioner Kirkpatrick asked if the residents were interested in understanding the process or **if they were** attempting to resolve an issue.

PCS Director Elguira responded one resident has been going back and forth with their neighbor **for** over a year. Another resident spoke to their neighbor and wrote a letter, while one resident requested advice from her and the City Manager on how to approach his neighbor regarding his view problem.

Mayor Pro Tem Pieper commented the City modified the rules. These three cases need to go through the process to determine if the hybrid compromise works. If logical conclusions are reached, then they could leave it as is. If it does not go well, the City will have to change the process again. He does not want to change anything without first testing the hybrid rules.

ADU & JADUs

PCS Director Elguira reported the City adopted amended ordinances based on the State's new laws requiring cities to allow ADUs and JADUs. The process starts with a review of the requirements and staff provides the applicant with stringent guidelines. One application was submitted and approved; however, the applicant has not picked up the plans. The applicant met the setback and height requirements and the covenant is being prepared. A second applicant requested a site visit. Thus far, every applicant has been open to amending their design, setback, and plans to blend in with the City's character.

Mayor Pro Tem Pieper asked if there was need for the Planning Commission to address ADUs and JADUs.

PCS Director Elguira advised the process for ADUs and JDU's is ministerial.

Chair Chelf fears some people will use the ADU process to bypass the Planning Commission's approval process of a conditional use permit (CUP).

Assistant City Attorney Jane Abzug replied State law prohibits discretionary review for ADUs/JADUs (which conform with state law/the City's ordinance). But that if an applicant wants a guest house (or an ADU/JADU that did not conform), it would still need to go through the CUP process.

PCS Director Elguira asked if there were any concerns.

Several questions were raised regarding the States laws, undergrounding, and septic tanks.

PCS Director Elguira indicated that the City has standards that will be enforced. Regarding undergrounding, the guidelines state it must be done when upgrading the electrical panel. The septic systems would have to be addressed with the Building and Safety Department.

Housing Element

PCS Director Elguira conveyed the City was in the process of responding to HCD. City Manager Jeng is reviewing the draft. Alternative options are being explored regarding how the City will comply and provide 18 affordable units. With the passing of the new ADU laws, the State is allowing cities to count their ADU's toward affordable units given that there is a program in place making it feasible for the homeowner to build an ADU on their property. The City is looking to move in that direction and try to comply with the RHNA obligations using ADU's and JADU's. She informed the Planning Commission and the Council that she was not sure how the State would receive the City's proposal making it a calculated risk. The City is going to wait to hear back from the State before moving forward with the school site or any other site.

A question was presented if the City had to prove that ADU's and JADU's are being used for affordable housing.

City Attorney Jenkins explained the availability of ADUs in the zoning ordinance alone will not be sufficient to obtain a certification for the housing element. The only way an ADU program will succeed is if the ADUs are covenanted for affordability and actually built. The only way the ADUs

are going to be covenanted for affordability is if the City were to provide sufficient incentive for a property owner to place a covenant on their property and that the unit built will only be rented to income eligible persons. There was internal discussion and there are no viable financial incentives that can be provided. The City cannot rely on the ADU program to satisfy the RHNA requirements particularly for affordable housing. The City will have to identify some sites but is not limited to the two institutional sites located outside the gates. Residential zone sites could also be considered along Palos Verdes Drive.

City Manager Jeng informed the Planning Commission that the City has a work plan with the HCD. They are currently editing the 2013-2014 housing element report. There will be a second round of edits that the Commission will be a part of that includes public outreach. She anticipates this will occur in September/October 2020.

Councilmember Black joined the meeting at 6:47p.m.

Stormwater

Councilmember Black remarked that the City has less than 10 storm water exits. His hope is to have property owners address their own water runoff by implementing drain catch basins. He would like to start with individual homes then move on to individual canyons until all storm drains are eliminated.

Commissioner Kirkpatrick replied that he supports his idea but suggested analyzing each site where catch basins would be placed.

The Planning Commission and the Council both pledged support for storm water runoff, however, they would like to conduct a study in order to better understand what the catch basins do and the cost before making it a requirement.

Mayor Pro Tem Pieper suggested the Planning Commission take lead on how storm water runoff should be addressed.

Chair Chelf commented that the subject matter is outside of the Planning Commissions realm and will need a consultant to guide them on how to control water in order to provide suggestions to the Council.

City Manager Jeng remarked that she would work with PCS Director Elguira on considerations, contact consultants to seek more information about storm water, and come up with some measures. She noted that the Planning Commission is interested in looking at cost while the Council is interested in eliminating discharge. They will combine the two and put a proposal together to present to the Planning Commission and then to the Council. She will report on their progress and come back with a date to hold another joint study session.

5. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 07:03 p.m. to the regular City Council meeting. The next meeting of the City Council is scheduled to be

held on Monday, April 27, 2020 beginning at 7:00 p.m. via teleconference.

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, APRIL 13, 2020**

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 7:05p.m. via teleconference.

2. ROLL CALL

Councilmembers participating via teleconference:

Mayor Mirsch, Pieper Black, Dieringer and Wilson.

Councilmembers Absent: None.

Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning & Community Services Director.

Yohana Coronel, City Clerk.

Michael Jenkins, City Attorney.

Jane Abzug, Assistant City Attorney.

3. OPEN AGENDA

Clint Patterson and Richard Boos (via email) thanked the outgoing Mayor, incoming Mayor, and commended the City Manager for a job well done. They commented specifically on the undergrounding projects and expressed appreciation and support.

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 JANUARY 27, 2020.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED
- C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JANUARY AND FEBRUARY 2020.
RECOMMENDATION: APPROVE AS PRESENTED
- D. CONSIDER PROCLAIMING THE MONTH OF APRIL 2020 AS NATIONAL DONATE LIFE MONTH.
RECOMMENDATION: STAFF RECOMENDS THAT THE CITY COUNCIL PROCLAIM THE MONTH OF APRIL 2020 AS NATIONAL

**DONATE LIFE MONTH AND PROMOTE THE NATIONAL DONATE
LIFE MONTH IN THE CITY'S BLUE NEWSLETTER.**

Councilmember Dieringer pointed out that she had corrections to the minutes.

Mayor Mirsch requested pulling consent item 4B.

Mayor Pro Tem Pieper moved that the City Council approve all consent items with amendments to the minutes of January 27, 2019. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

Item 4B

Councilmember Wilson pulled item 4B and queried a vendor. He also inquired about potential reimbursements from Republic Services for the HF&H Consultants charge. He then inquired about the Michael Baker charge listed and asked if that charge was for the Shen development.

City Manager Jeng replied she could not recall the vendor's name, however, she did note the vendor was addressing the gopher problem at City Hall. She added that both charges would be refunded to the City by each of the parties (Republic Services and Shen's) as agreed.

Mayor Mirsch requested the payment of bills report provide more detailed information in the description column.

Councilmember Wilson moved that the City Council approve consent item 4B. Mayor Pro Tem Pieper Wilson seconded the motion. The motion passed by voice vote as follows:

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

5. PRESENTATION OF CITY COUNCIL REORGINIZATION

- A. PRESENTAITON OF NEW MAYOR AND MAYOR PRO-TEM.
- B. PRESENTATION TO MAYOR MIRSCH IN RECOGNITION OF HER SERVICE DURING HER 2019-2020 TERM AS MAYOR.
- C. COMMENTS FROM OUTGOING MAYOR.

Mayor Mirsch declared that the Council would now reorganize. She called for a nomination for Mayor.

Councilmember Wilson nominated Jeff Pieper for Mayor. Councilmember Dieringer seconded the nomination. Hearing no other nominations, **outgoing Mayor Mirsch** declared Jeff Pieper be elected Mayor by acclamation.

Newly elected Mayor Pieper thanked outgoing Mayor Mirsch for all her hard work and presented her with a plaque.

Mayor Pieper conducted the remainder of the meeting and proceeded to select a Mayor Pro Tem. He called for nominations.

Councilmember Mirsch nominated Bea Dieringer for Mayor Pro Tem. Councilmember Wilson seconded the nomination. Hearing no other nominations, **newly elected Mayor Pieper** declared that Bea Dieringer be elected Mayor Pro Tem by acclamation.

Outgoing Mayor Mirsch made a statement summarizing issues and accomplishments over the last year. She thanked the staff for all their hard work and for providing excellent service to the residents. She also thanked her fellow Councilmembers for their support.

Councilmember Wilson thanked the outgoing Mayor. He stated she did an excellent job.

Mayor Pro Tem Dieringer thanked the outgoing Mayor for always ensuring everyone's voice was heard.

6. CITY COUNCIL AND THE PLANNING COMMISSION STUDY SESSION

Please refer to the minutes for the Special Planning Commission meeting.

7. OLD BUSINESS

A. CONSIDER AND APPROVE AMENDED AND RESTATED AGREEMENT FOR RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES WITH REPUBLIC SERVICES.

City Manager Jeng reported that the Solid Waste franchise agreement would expire June 30, 2020. The Solid Waste Committee has been working on an amended and restated agreement with Republic Services. Numerous meetings were held and progress was reported with regard to terms discussed. The Solid Waste Committee and staff's recommendation is to approve the amended and restated agreement with Republic Services for nine years, starting July 1, 2020. She noted the General Manager Ray Grothaus was available for questions.

Mayor Pieper opened the item for public comment.

Arun Bhumitra asked via email what were the stipulations on cancelling or revising the contract if issues arise.

Councilmember Wilson replied there are liquidated damages that can be enforced if there is a failure to perform.

Councilmember Mirsch moved that the City Council approve the Amended and Restated agreement for residential solid waste management services with Republic Services and authorize the Mayor to execute the agreement. Councilmember Black seconded the motion. The motion passed by voice vote as follows:

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

B. DISCUSS CURRENT CITY SUBSIDY FOR SOLID WASTE SERVICES RATE INCREASE AND CONSIDER DISCONTINUING THE SUBSIDY BEGINNING JULY 1, 2020.

City Manager Jeng reported the City kept the resident's rates at \$1100.00 per year per parcel. Since there is a new contract with Republic Services, the new rate is \$1292.00 per year, per parcel. If the City continues with the subsidy of the 685 parcels per year, the City would subsidize approximately \$132,000.00. She recommended discontinuing the subsidy and provided options to move forward. The City could increase the residents' contributions to the current rate or phase the subsidy over a couple of years and gradually catch the residents up.

Mayor Pieper opened the item for public comment. Hearing none, he returned to the discussion.

Councilmember Black commented that the City had plenty of money and it continues to grow. There were two years of funds in the bank. This was one way to give the residents their money back and added that he was stunned that the Council was considering discontinuing the subsidy.

Councilmember Mirsch stated that she was not stunned at discussing \$132,000.00. The reason for the surplus was because certain projects had not been executed. She expressed concern about what the City's revenues will look like in the future. She pointed out that rates increases were not unique to Rolling Hills and that big changes were happening in the solid waste environment.

Councilmember Wilson asked if Councilmember Black could concede that the Council could not continue in perpetuity and possibly consider lowering the percentage of the subsidy.

Councilmember Black replied he would not concede.

Councilmember Dieringer mentioned there were different ways in which the residents can benefit. She does not have a problem with the subsidy but prefers subsidizing a percentage of the fees. She discussed building projects and a subsidy for reducing fees because the people doing the building projects are the ones benefiting and the City is paying more for them. She suggested subsidizing a percentage of the fee so there is some benefit for every resident versus changing fees on building projects.

Mayor Pieper advised the Council did not need to make a permanent decision. The discussion is about making a decision for the fiscal year 2020-2021 subsidy; it will go from \$92,000.00 to \$132,000.00 bringing an increase of \$40,000.00.

Councilmember Black moved that the City Council continue the subsidies for the residents and pick up the current increases for FY 2020-2021. Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Pieper, Dieringer, and Black.

NOES: COUNCILMEMBERS: Mirsch and Wilson.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

8. NEW BUSINESS

A. CONSIDER AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES TO SERVE AS THE FINANCIAL ADVISOR FOR EASTFIELD UNDERGROUNDING UTILITY ASSESSMENT DISTRICT.

City Manager Jeng clarified that the contract with Urban Futures is only serving the Eastfield Undergrounding Utility Assessment District. This item is for preparation of the next step. Urban Futures is a financial advisor. The project is currently waiting for Edison's construction bid to inform the assessment district of the cost. The property owners within the assessment will vote to continue the project after this information is received. If they vote to move forward, the City needs to provide the assessment district with financing options. The assessment district has the option to pay cash or finance. If they choose to finance, the group can go through a private bank or sell a bond. This is where a financial advisor is needed. Like other services the City has provided to the assessment district, the City engages the service provider with the policy that the Council will only contribute to design cost and because an exception was made for the Schoettles project, the Council agreed to pay a partial of the assessment district. The City is not contributing to the financial adviser services scope of work. The cost of Urban Futures will be funded completely by the property owners within the district. City Manager Jeng is recommending engaging the services of Urban Futures, if the project does not go forward then the consultants' contract expires and there is not fee and any money collected is returned to the property owners within the district.

Councilmember Wilson asked if the members of the utility district were prepared for the cost the consultants and the fee that are associated with them.

City Manager Jeng replied that she was not sure what the assessment group understood but she provided a letter to the property owners within the district to let them know that an assessment engineer needed to be hired along with assistance for the financing side of the project but she did not provide a cost.

City Attorney Jenkin explained that the City cannot do a financing without a financial advisor.

Mayor Pieper opened the item for public comment. Hearing none, he returned to the discussion.

Councilmember Dieringer wanted to confirm that the City would collect the money from the assessment district first before the Council executes the contract.

City Manager Jeng replied in the affirmative. The money collected will be deposited into an escrow account.

Councilmember Wilson moved that the City Council approve a professional services agreement with Urban Futures and authorize the City Manager to execute the agreement. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

B. CONSIDER AND APPROVE THE REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES TO PREPARE AN UPDATE TO THE CITY'S SAFETY ELEMENT.

City Manager Jeng explained the Safety Element is a companion element that serves the General Plan and **that it** was last updated in 1990. The City applied for grant funds through CalOES to update the plan. The City was recently awarded the grant and accepted it. The next step is to hire a consultant to prepare the update and **have** staff prepare a Request For Proposal (RFP) to solicit consultant services. The project will be paid for by the grant.

Mayor Pieper opened the item for public comment. Hearing none, he returned to the discussion.

Councilmember Black inquired about the cost for services.

City Manager Jeng replied the cost is unknown until fees are solicited from consultants through the RFP process.

Councilmember Wilson asked for a status update on other CalOES grant applications.

City Manager Jeng replied there were no other applications with CalOES regarding grant projects (i.e. CWPP, vegetation management in the canyons and an undergrounding project along Eastfield).

Councilmember Mirsch moved that the City Council approve the RFP, advertise the RFP on the city's website, and other outlets. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

(10A out of order)

10. MATTERS FROM STAFF

A. RECEIVE AND FILE FIRST QUARTER 2020 REPORT ON FIRE FUEL ABATEMENT ENFORCEMENT CASES.

PCS Director Elguira reported on 2020 first quarter fire fuel abatement enforcement cases. There **was** a jump in the report because there are expired permits according to Building and Safety but some projects were never finalized. Staff is following up on the expired permits to ensure work is not in progress or if the project was completed, to attain final approval. There are 7 new cases under vegetation and 12 cases were closed last quarter. There are 81 cases under the comprehensive list, which includes 61 cases with open permits and 75 cases were closed. She pointed out that the active cases are now highlighted.

City Manager Jeng added that staff will be reaching out for status with open permit cases. At the request of Mayor Pro Tem Dieringer, the quarterly report was reconfigured and now one list shows the streets in alphabetical order and the second list is organized chronologically based on the date a case was initiated.

Mayor Pieper opened the item for public comment. Hearing none, he returned to the discussion.

Mayor Pro Tem Dieringer inquired about addressing the expired permit issue. There should be an incentive for people to finalize their permits.

Mayor Pieper pointed out that this is the first time the City has compiled this sort of list and it will fall under the Code Enforcement Officer. He suspects 80% of the cases listed have been finalized or the project never happened.

PCS Director Elguira clarified the incentive for property owners to finalize their projects is the certificate of occupancy because you cannot occupy a building without the certificate. Staff is working with the Building and Safety Department to confirm they are following up with expired permits as well.

Councilmember Wilson inquired about inconsistencies with some of the cases listed. On one page a case is shown as closed but on the second page the same case is shown as open.

PCS Director Elguira replied she would follow up and get back to Councilmember Wilson.

Councilmember Mirsch commented that she liked the two separate reports but also requested that the older open cases list a status.

PCS Director Elguira replied she would add a status column.

Mayor Pro Tem Dieringer moved that the City Council receive and file the report. Councilmember Mirsch seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

B. UPDATE ON ACTION PLAN WITH CALIFORNIA DEPARTMENT OF HOUSING AND DEVELOPMENT (HCD) TO RESPOND TO REVIEW COMMENTS ON THE CITY'S 5HT CYCLE HOUSING ELEMENT.

City Manager Jeng specified this was a report out and no action was needed from the Council. On May 3, 2019, the City of Rolling Hills provided the California Department of Housing and Community Development (HCD) its plan of action to comply with the City's Regional Housing Needs Allocation (RHNA) obligations. The City provided milestones that it must meet during the 2019-2020 reporting period. This plan of action shows the City's commitment in finding ways to meet its housing obligations in a timely manner. She concluded by stating she was open for questions.

Mayor Pieper opened the item for public comment. Hearing none, he returned to the discussion.

Mayor Pieper received and filed the report on behalf of the Council.

(9A out of order)

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. CONSIDER REQUEST FROM COUNCILMEMBER BLACK THAT THE MAYOR CALL A SPECIAL MEETING OF THE CIYT COUNCIL WITHIN 48 HOURS OF ISSUANCE OF AN ORDER BY THE CITY MANAGER PERTAINING TO COVID-19 IN ORDER TO PROVIDE FOR COUNCIL REVIEW.

Councilmember Black reported that there have been two emergency orders in relation to COVID-19. The first was to close City Hall and the second was sending City staff home for possible exposure to a part-time employee who may have had contact with a person with COVID-19. He suggested that whenever a major decision is being made with relation to COVID-19, the City Council should review it within forty-eight hours. He feels that non-medical personnel should not make medical decisions.

Councilmember Mirsch commented she does not think the Council needs to review the City Manager's decisions related to COVID-19. She has not found any of the actions taken by the City Manager inappropriate. Prior to any action taken by the City Manager, Councilmember Mirsch

thoroughly reviewed the information available to her and the City Manager had procedures in place to assure that City business would continue. She believes that the actions taken by the City Manager follow the principle of applying an abundance of caution and she acted appropriately within her authority. She was not making medical decisions but rather making administrative decisions **on** how to best run City Hall.

Mayor Pieper stated now that he is Mayor, he expects to communicate with the City Manager on a daily basis about COVID-19 issues. Even though he understands Councilmember Black's point of view, he will continue to communicate with the City Manager and try to make the best decisions with the information available to them. City Manager Jeng will continue to send out her written report and if Councilmember Black notices something in the report he does not agree with, then a meeting can be scheduled. He does not feel a meeting should be called for everything COVID-19.

Councilmember Black clarified he only wants to call a meeting for any emergency actions relating to COVID-19. He added it was clearly wrong that staff was sent home for 14 days for presumed potential exposure.

Mayor Pieper committed he and the City Manager **would** make the best decisions they can within a timely manner. If a decision needs to be made by the group, then a meeting will be scheduled.

City Attorney Jenkins clarified that the Mayor was proposing this route rather than establishing a hard and fast rule that has to be followed in every instance. The Mayor will work closely with the City Manager on a daily basis with this emergency and if a decision is made and there are concerns expressed by the Council, he will call a meeting. He can call a special meeting, which can occur as early as 24 hours or 48 hours. It can be established as needed rather than applying a hard and fast rule.

Mayor Pieper opened the item for public comment. Hearing none, he returned to the discussion.

Councilmember Mirsch commented that **the Coronavirus** highlights the necessity for frequent communication when swift action is needed and information is rapidly changing. She asked if the Council was interested in having daily briefing calls as a temporary measure for the duration of the COVID-19 orders. The Council could adjourn their regular meeting to a continued meeting to discuss possible required actions.

Mayor Pieper advised he understood there are lots of options **but that he** would like to address any issues first. If someone is unhappy with his decisions, then a meeting or call could be scheduled.

City Attorney Jenkins added that the action is aligned with the County Health Officer and the Governor. They are both coming down with orders and the City is subject to those orders like every City in the County. City Manager Jeng can continue to provide copies of those orders to the Council to keep them informed of what is going on at the County and State level. Given the unique nature of the City, there is not a lot the City can do compared to others. He agrees with the Mayor that if the City Manager continues to provide her reports and forwards all of the Governors orders, proclamations, and the County Health Orders, the Council will have a lot of

information with which the Council unfortunately won't have control over but which they are subject to.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Pieper adjourned the meeting at 9:38p.m. to a regular meeting of the City Council scheduled for Monday, April 27, 2020 beginning at 7:00p.m. via teleconference.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Jeff Pieper
Mayor

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, APRIL 27, 2020**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Pieper at 7:06p.m. via teleconference.

2. ROLL CALL

PLEDGE OF ALLEGIANCE

Councilmembers participating via teleconference:

Mayor Pieper, Black, Dieringer, Mirsch, and Wilson.

Councilmembers Absent: None.

Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning and Community Services Director

Yohana Coronel, City Clerk.

Michael Jenkins, City Attorney.

Jane Abzug, Assistant City Attorney.

Chris Sarabia, Conservation Director.

Terry Shea, Finance Director.

Jim Walker, Budget Consultant.

3. OPEN AGENDA

Alfred Visco petitioned the City to immediately abate the extreme fire hazard and public nuisance in Paint Brush Canyon via email. He requested an update on the status of 7 Ranchero Road as well. He suggested the City reduce the amount of high fire risk vegetation with detailed mapping and a presentation from the Fire Safe Council representative. He has not noticed any Mustard mowing as proposed by the Land Conservancy. He recommended the City explore the possibility of canyon properties transferring ownership to the Nature Preserve or placing an easement on relevant portions of the property for the Nature Preserve to conduct maintenance.

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 FEBRUARY 10, 2020.

RECOMMENDATION: APPROVE AS PRESENTED

B. PAYMENT OF BILLS.

RECOMMENDATION: APPROVE AS PRESENTED

- C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MARCH 2020.
RECOMMENDATION: APPROVE AS PRESENTED
- D. FINANCIAL STATEMENTS FOR THE FIRST QUARTER OF 2020.
RECOMMENDATION: APPROVE AS PRESENTED
- E. UPDATED CITY COUNCIL BUDGET CALENDART FOR FY 2020-2021.
RECOMMENDATION: APPROVE AS PRESENTED
- F. NEW 2020 SPRING CLEANUP DATES.
RECOMMENDATION: APPROVE AS PRESENTED.

Mayor Pro Tem Dieringer requested to pull item 4A **to go the next meeting.**

Mayor Pro Tem Dieringer moved that the City Council approve consent items 4B, 4C, 4D, 4E and 4F. Councilmember Black seconded the motion. The motion passed by voice vote as follows:

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

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARING

NONE.

7. OLD BUSINESS

- A. **CONSIDER AND APPROVE A PROPOSAL FROM PALOS VERDES PENINSULA LAND CONSERVANCY FOR ADDITIONAL FIRE FUEL REMOVAL WORK IN THE PRESERVE IN THE AREAS ADJACENT TO THE CITY BORDER.**

City Manager Jeng reported the City Council approved an agreement with the Palos Verdes Peninsula Land Conservancy (Land Conservancy) on October 14, 2019 in the amount of \$34,200 for fire fuel removal. Two acres of Acacia removal within the northeastern portion of the Portuguese Bend Reserve along the Rim Trail was \$27,000 and \$7,200 for removing 16 acres of invasive mustard plant around Grapevine Trail. The Land Conservancy completed this work in early March. The agreement included a maintenance article for three years at \$12,000 per year for springtime Mustard mowing and monitoring of Acacia to prevent regrowth. The Land Conservancy's work commenced on April 20, 2020. During the February 10, 2020 City Council meeting, Land Conservancy staff provided a presentation of the fire fuel removal conducted between November 2019 and February 2020. Per the Council's request for added fire fuel removal in the Preserve, Conservation Director Chris Sarabia, attended the teleconference to answer

questions. City Manager Jeng informed the Council she had asked the Land Conservancy to submit maps of the 2019 proposal and the current proposal. She highlighted the different areas on maps #1, page 47, and map #2, page 48, that were worked on in 2019 and how it lines up with the new proposal of \$50,000.00.

Mr. Sarabia provided overview of the maps and pointed out the work underway by the Land Conservancy. He addressed Mr. Visco's comment and stated they were working on the accessible areas of the canyon and noted that Paint Brush Canyon was complicated to access. He explained part of the proposal includes limbing the Pine trees because they are too expensive to remove but offered to obtain a quote from a contractor if the Council preferred. He noted communities grow attached to their Pine trees and are unwilling to remove them. He is working with Cal State Long Beach Master's Program of Geographical Information Science who is attempting to map the entire Peninsula. The mapping will inform the Land Conservancy where the Acacia is located, especially in tough areas, and hopes to share that information with all the Peninsula Cities.

Councilmember Wilson asked if the Mustard seed is being caught before it drops, how many Pine trees were being limbed up, and how high was the limbing.

Mr. Sarabia advised the Mustard is currently flowering and developing seeds, so they try to remove it now to cut out the seed bank. The contractor would address the trees on the side of the conservancy, approximately 3 or 4, and limb up the standard six feet. He warned if a tree trunk is on private property the Land Conservancy would not touch it.

Councilmember Black asked what was happening with the green between Fire Station Trail and Crest going west toward the school.

Mr. Sarabia replied that the area is full of native plants, however, the area is very hard to access and would exceed their budget because of the equipment required.

Mayor Pro Tem Dieringer asked if the Mustard mowing was needed for the next three years and what is the cost per year to mow the pink area on the map. She also inquired if Mr. Sarabia knew about the fire issue and the efficacy of removing the Mustard versus the Acacia.

Mr. Sarabia replied in the affirmative and stated he did not have the cost for the mowing of the pink area and did not included in the proposal because of budget constraints. He could include it in the follow-up proposal with a multi-year maintenance plan if that was the Council's pleasure. He explained that Acacia is targeted because it is a long-life shrub; the longer it lives, the bigger it grows. Mustard is an annual plant and only lives one to two years, therefore when it is mowed it is thinned out.

Mayor Pieper replied that the Council would like a multi-year maintenance plan.

Mayor Pieper opened the item for public comment.

Alfred Visco commented via email that he was in support of the Palos Verdes Peninsula Land Conservancy proposal. He noted no explanation was given why the Pine trees would not be

removed and only limbed up because Pine trees and Acacia are listed as high fire hazard plants by the LA County Fire Department Ready!Set!Go! brochure. He recommends that the Pine trees be removed but if they cannot be removed, then the canopies should be thinned.

Mayor Pieper asked how long it would take to complete the pink area and requested the Land Conservancy submit the cost for maintaining the area. He also requested the estimated cost to cut down the three Pine trees.

Mr. Sarabia speculated it would take 37 workdays to mow the Acacia and advised he could obtain a quote for the removal of the Pine trees and include it in the maintenance proposal.

Mayor Pro Tem Dieringer commented it is important to know the cost of mowing the pink area before making a decision because it was not worth mowing if the maintenance could not be kept in future years.

Mayor Pieper asked how long it would take to finish the blue area.

Mr. Sarabia replied that estimated completion was three and a half weeks.

Mayor Pieper explained that the blue area can be mowed but the pink area is downhill and would need to be worked on by hand.

Mayor Pieper declared after the blue area is finished, the Council would decide on the pink area. He requested the cost to cut down the three Pine trees versus limbing them up be provided by the next meeting so the Council can make a decision.

Councilmember Wilson asked if it would cost less than \$22,000.00 to come back the second year.

Mr. Sarabia replied it is typically less but could consult with his field crew. He noted it is a temporary safety measure that brings peace of mind. Mowing for fuel modifications is a yearly process. The Conservancy takes an ecological approach and uses science to enhance advantages.

Councilmember Mirsch requested confirmation about the proposed Pine trees not being on private property.

Mayor Pro Tem Dieringer moved that the City Council postpone the decision until the next meeting when the total cost of the new proposal is provided by Mr. Sarabia. Councilmember Black seconded the motion. The motion passed by voice vote as follows:

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

B. PRESENTATION ON A POTENTIAL PROJECT TO ELIMINATE STORMWATER DISCHARGE AT ONE DISCHARGE POINT FROM THE CITY TO THE RECEIVING WATERS.

City Manager Jeng referenced the City Council Strategic Plan Workshop held on January 25, 2020, where priorities were identified for the next three years. One of the topics explored was parcel project policies for individual parcels and capital improvement projects throughout the City to elevate the requirements from MS4 permits. She conferred with a consultant because all la county agencies are discharging their stormwater to certain bodies of water. Rolling Hills is divided in two watersheds on the Peninsula. The southern watershed drains to the Santa Monica Bay. The other watershed, East of City Hall, drains to the Machado Lake. The Regional Water Quality Control Board mandates the City monitor the drainage quality entering Santa Monica Bay and Machado Lake. The Santa Monica Bay reading indicates the City's water is clean, however, issues arose with Machado Lake. The Regional Water Quality Control Board specified the City would not be considered as discharging water if the City can hold the discharge at a certain volume (a 24-hour rainstorm at the 85% percentile). City Manager Jeng shared a presentation illustrating that staff could evaluate the discharge points to Machado Lake and deploy a project to be in compliance with the MS4 permits and approach them for some relief. The proposal includes discharge points along Bent Spring Canyon at City Hall. The Regional Board advised the City needs to capture 1.1 million gallons in that drainage area, which translates to building a storage catch basin with a relieve valve in case of recurrent storms. In order to meet that requirement, the City would need to draw the water down; run a pipe down from that canyon to a nearby sewer facility and discharge it into the sewer. This would require the Sanitation Districts permission. The cost of the project is approximately 3.2 million dollars, which could be paid with the local Measure W funds. There is also Prop 1 money from the State that can be used along with other grant sources.

Mayor Pieper asked how many exits points the City needs to cover to be compliant and how the City would deal with the exit points on private property.

City Manager Jeng replied all the points that exit to the Machado Lake assumes worst case scenario and the City would have to get easements rights from property owners or have some agreement in place. The property owner adjacent to City Hall dedicated half of Bent Spring Canyon and is now City owned.

Councilmember Wilson asked if the proposed dam would be built on City or private property and what did the allowance line item mean.

City Manager Jeng replied it would be a combination of the City, Rolling Hills Estates, and private property. The line item was for permitting with various agencies like the Sanitation District.

Mayor Pro Tem Dieringer asked if the discharge points south and east could be diverted to one point and address the collective discharges at one point.

City Manager Jeng advised it might be possible but depends on the terrain, footprint of each point, and how easy it is to route from one point to another. She explained the Torrance Airport Project is proposing taking four Peninsula Cities discharge and directing it toward the Torrance Airport

and retaining that volume.

Councilmember Mirsch asked if there was a deadline for the grants mentioned beforehand.

City Manager Jeng replied the first round of regional money for Measure W application deadline is mid-July.

Mayor Pieper opened the item for public comment.

Alfred Visco commented via email that he was not familiar with the discharge issue and the presentation set forth, however, there could be some benefits for the proposed project over and above the stormwater issues. There could be a substantial amount of stormwater maintained in the reservoir, which would reduce the fire risk in the canyon.

Mayor Pro Tem Dieringer moved that the City Council request the City Manager to broach the State Board to confirm if the Council proceeded with the project, would they not be required to report for the MS4 regarding the Machado Lake water district and if grant money is available. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

C. FY 2020/21 BUDGET PREPARATION DOCUMENTS FY 2019/2020 YEAR-END REVENUE AND EXPENDITURE PROJECTIONS FY 2020/2021 CONSUMER PRICE INDEX (CPI) ADJUSTMENT FOR BUDGET.

Budget Consultant, Jim Walker, gave an overview of the 2019-2020-year end projections and the March 2020 consumer price index that will be used for the 2020-2021 budget.

Staff projects total General Fund Revenues through June 30, 2020 as \$1,887,597, which is \$390,703 lower than the amended Budget amount of \$2,278,300. The decreased revenues are primarily Building & Other Permit Fees, which lowered by \$346,288 and Variance, Planning & Zoning Fees, which are projected to be lower by \$30,169 due to the effect of COVID-19. For General Fund Expenditures through June 30, 2020 projections are \$1,868,938, which is \$364,662 lower than the amended budget amount of \$2,233,600. The decrease is primarily due to the following: City Administration Department projected Salary and Benefit savings associated with vacant Senior Management Analyst position; Planning & Development Department projected LA County Building Inspection savings associated with lower volume of building inspections; Law Enforcement projected savings associated with unspent Wild Life Management & Pest Control expense; and Non-Department cost savings for peninsula wide preparedness staff member. We are projecting a deficit of \$26,041 before all operating transfers. Prior to this meeting the Finance/Budget/Audit Committee approved to continue to appropriate funds to CIP projects, mainly the tennis courts and ADA project for City Hall.

Mr. Walker continued to review the March 2020 consumer price index, which was 1.9%. That is what will be used for the COLA adjustment and other contractual budget items for the 2020-2021 budget. Last year the March CIP was 2.7%.

Councilmember Black asked if there was another CIP that could be used instead of March.

Mr. Walker replied that it was agreed last year to use March because the CIP for May is not released until June after the budget has been adopted.

Mayor Pieper opened the item for public comment.

There was no public comment.

Councilmember Wilson moved that the City Council receive and file the item. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

Councilmember Black requested item 9A be heard next because he would have to leave the meeting soon.

Item 9A (out of order)

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. CONSIDER REQUEST FROM MAYOR PIEPER TO DISCUSS TIMING FOR RE-OPENING ROLLING HILLS TO THE PUBLIC.

Mayor Pieper reported that City Manager Jeng provided access to conduct city business in-person by appointment. Residents can call, email, or make an appointment with staff for service. No other cities in Los Angeles County are open to the public. He has spoken to other Mayor's in the Peninsula and they are trying to figure out when to reopen City Halls. The targeted date is May 1, 2020. He expressed concern about being the first City to reopen to the public and having negative media attention. Other cities might not be happy with their decision to proceed and may lead to unfavorable interactions. He also discussed how to staff City Hall when the doors are reopened to maintain safety and not risk losing the entire department if someone contracts COVID-19. He concluded if Rolling Hills is the first City to reopen, it would put unnecessary pressure on the City and cannot see the benefits.

Councilmember Black stated City Hall is considered an essential business and should have never closed. City Hall is ideal for social distancing. From a medical viewpoint, there is no reason City

Hall cannot be open if common sense is used. He does not care what other cities are doing and Rolling Hills needs to show leadership.

Mr. Walker commented that he has contact with JPIA and suggested that the Council consider the general liability issue.

Councilmember Black replied that workers compensation would take care of the employees.

Mayor Pro Tem Dieringer commented that the courts are closed, and people have their Constitutional rights on hold. She noted that all the speedy trial-rights courts are closed until May 15, 2020 and it could be extended. It did not make sense for City Hall to open especially with a small staff. If someone comes in and does not respect social distance and one employee gets sick that would lead to the rest of the staff being quarantined. How would business continue?

Councilmember Black argued that courthouses are a dramatically different setting than City Hall and cannot be compared.

Councilmember Mirsch commented a health order is in effect until May 15th. The County is still encouraging minimal contact with the public. She does not believe there is any need not met with the way City Hall is conducting business. She has not received any complaints that services are not being provided.

Councilmember Black stated that the May 15th date is applicable to non-essential businesses and City Hall is considered an essential business. He asked how many building permits have been issued since then beginning of March.

PCS Director Elguira replied half a dozen permits have been issued.

Councilmember Wilson commented that he does not support opening City Hall because he has not heard of anyone requesting services and not being serviced.

Councilmember Black made a motion to reopen City Hall and stated that he does not care what other Mayors are doing.

No second followed.

Mayor Pieper notified the Council that City Manager Jeng had a plan ready if City Hall needed to be reopened on short notice. He expressed concern about the PR value when dealing with other cities and the topic would be readdressed if anything changed.

Councilmember Black left the City Council meeting at 8:58pm.

Item 8C (out of order)

C. STRATEGIC PLANNING WORKSHOP DISCUSSION #3.

City Manager Jeng reported the Strategic Planning Workshop was held, in addition to regular meetings, to provide guidance on developing budget items for the next fiscal year. At the Workshop, the Council developed four priorities for the City: Wildfire Mitigation/Emergency Preparedness, Utility Undergrounding, Drainage, and Sewer. Under each category is a list of budget items that support the Council's priorities, and all are proposed for next year:

Wildfire Mitigation/Emergency Preparedness

1. Block Captain Program
2. Fire Fuel Reduction in the Preserve
3. Fire Fuel Reduction in Rolling Hills
4. CWPP Development/Adoption
5. Arborist to support enforcement of Fire Fuel Abatement Ordinance

Utility Undergrounding

1. Crest Road Undergrounding Cal OES grant
2. Eastfield Drive Undergrounding Cal OES grant
3. Assessment District support continuous workshops for neighborhood groups
4. Pursue grants for projects

Drainage

1. Parcel based hydromodification policy development to minimize impacts to surrounding canyons and downstream parcels
2. Bent Springs capital improvement project feasibility study to include City Hall campus stormwater discharge
3. Masterplan to eliminate stormwater discharge from the City

Sewer

1. Investigate extension of existing sewer mains into the City of Rolling Hills
2. Design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road to connect with County truck line on Crenshaw Boulevard
3. Pursue grants for capital improvement projects

A spreadsheet with high-level cost estimates for the budget items listed above was included. The dollar amounts are high estimates based on past experiences and industry recommendations. She was providing information for discussion and feedback.

Councilmember Wilson asked if portions of the mentioned projects were in the current year's budget and how much of an increase would this be for next year if approved.

City Manager Jeng replied that \$50,000.00 for the Fire Fuel reduction in the Preserve would come out of the current budget if it were approved in the next meeting. Staff could get started on a portion of the sewer project if the Council were to move forward with the design this year. A portion of the \$90,000.00 would be taken out of that line item and then moved to the next fiscal year. All the other expenses get carried over to the next fiscal year.

Mayor Pro Tem Dieringer asked about the fire fuel reduction for properties that are adjacent to the preserve. How can money be devoted to fire fuel reduction on private property that would not be offered to other people in Rolling Hills who would like money to remove fire fuel from their land. She asked for more details for parcel based hydromodifications policy development. She inquired about \$8,000.00 allocation.

City Manager Jeng **said** this would be a path to approach those property owners if they are willing to work with the City on fuel management and make use of the investment on the Preserve. She is only trying to seek out possible options and is open to suggestions. The line item is a placeholder for now. Staff is exploring authoring policies that mandate projects look at impacts of stormwater discharge outside of their property, which would be identified as hydromodifications. The \$8,000.00 was allocated for technical instruction to guide the City on future provisions for developers to follow and determine if the parameters placed on the development projects were feasible.

Mr. Walker commented on Fire Fuel reduction and asked if the City reached out to the Fire Department for weed abatement.

City Manager Jeng explained the Fire Department only evaluates areas 200 feet from a structure and beyond that is up to the AG Commission. The AG Commission contracted to take care of some fuel management issues on a parcel-by-parcel basis. The areas of interest do not fall under the Fire Department purview.

Councilmember Wilson asked what would be constituted a gift of public funds if the City used money to fund or subsidize removal of weed abatement on private property.

City Attorney Jenkins suggested to fashion a program that addressed a specific issue that could be argued as a community problem and to a greater extent, is a problem for the private property owner. Standards would have to be established and treat every similar situation the same. He advised thinking it through before committing any public funds to that venture. Generally private property owners are financially responsible for the condition of their property and the remediation of the conditions of their property.

Mayor Pieper opened the item for public comment.

There was no public comment.

Mayor Pro Tem Dieringer moved that the City Council receive, and file item as presented. Councilmember Mirsch seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Black.

ABSTAIN: COUNCILMEMBERS: None.

8. NEW BUSINESS

**A. UPDATE ON MEASURE W – SAFE CLEAN WATER PROGRAM
TRANSFER AGREEMENT TO RECEIVE LOCAL RETURN
ALLOCATIONS.**

City Manager Jeng reported staff presumed local Measure W monies would come in and offset the cost of MS4 permits but that money is not going to be realized because the City was informed that the agreement has to be signed before the disbursement would be expected in August. The staff report is to inform the Council that the agreement has been forwarded to the City Attorney's office and the City's consultant McGowan and Associates reviewed it on the City's behalf and comments were sent to the County. No action is needed for this item just informing the Council that staff needed to appropriate additional general funds for this year and back fill the MS4 compliance cost for the current year. She also reported that 30% of the W monies could be used toward existing programs such as paying Ms. McGowan's fees.

Mayor Pieper opened the item for public comment.

There was no public comment.

Councilmember Mirsch moved that the City Council receive and file the item as presented. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

**B. UPDATE ON LOS ANGELES COUNTY REVIEW OF THE CITY'S
SEWER FEASIBILITY STUDY PHASE II PROJECT.**

City Manager Jeng updated the Council on the Sewer Feasibility Study Phase II Project. RHCA requested permission to proceed with replacing the septic tank near the tennis courts. The Council requested the Association delay their improvements until they received confirmation on the city's sewer feasibility study and the county accepted the study. The feasibility study remains under review by the Los Angeles County Department of Public Works (LACDPW). On April 13, 2020, Willdan Engineering reported that LACDPW expects to complete the review of the City's sewer study on the week of April 27, 2020.

She reviewed the comments received from the County. Back in November 2019, staff informed the Council that there is a segment of the pipe that needed to be upgraded from the proposed 8-inch pipe to a 10-inch pipe to accommodate the additional discharge from the City. The estimated project cost, with the pipe upgrade, was approximately \$1,087,000. The review comment received in early 2020 called for the methodology of estimating sewer flow to be changed from occupancy to land use/zoning requiring the proposed 10-inch pipe to be upgraded to a 12-inch pipe in three segments of the existing sewer system. Increasing the sizes in the lower segments will place the sewer under design capacity. The new estimated project cost, with the proposed size increase, is

approximately \$1,098,000; of that \$84,000.00 is for engineering cost. The next phase would be to hire an engineering company to do the design.

Mayor Pieper asked when the best time is to approach an engineering company to get a cheaper rate.

City Manager Jeng replied it would be in the interest of the city to construct the sewer line in the next three years. Engineering fees will remain the same due to the fact it is a different industry that has multipliers for benefits, staff, and other charges from other people. It was her belief that the savings will come from the construction side. If the economy slows down, the City might get good pricing for labor and material cost.

Councilmember Wilson commented that the contingency line item is high and does not like it.

She clarified the line item was an engineer's estimate at a very high level.

Mayor Pieper opened the item for public comment.

There was no public comment.

Councilmember Wilson moved that the City Council receive and file the item as presented. Mayor Pro Tem Dieringer Councilmember Black seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Black.

ABSTAIN: COUNCILMEMBERS: None.

10. MATTERS FROM STAFF

NONE.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 9:34p.m. The next regular meeting of the City Council is scheduled for Monday, May 11, 2020 beginning at 7:00p.m. via teleconference.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Jeff Pieper
Mayor

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, MAY 11, 2020**

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Pieper at 7:02p.m. via teleconference.

2. ROLL CALL

Councilmembers participating via teleconference:

Mayor Pieper, Dieringer, Black, Mirsch, and Wilson.

Councilmembers Absent: None.

Others participating via teleconference:

Elaine Jeng, P.E., City Manager.

Meredith Elguira, Planning & Community Services Director.

Yohana Coronel, City Clerk.

Michael Jenkins, City Attorney.

Francesca Wach, 52 Portuguese Bend Road.

John Resich.

Chris Sarabia, Conservation Director for Palos Verdes Peninsula
Land Conservancy.

3. OPEN AGENDA

Alfred Visco thanked the City via email for following up with the owner of 17 Cinchring Road about the abatement of dead vegetation. He inquired if Mr. Sarabia knew when the detailed mapping of dead vegetation would be available. He concluded with suggesting the Land Conservancy prepare a proposal to clear the dead vegetation and remove the Acacia in Paint Brush Canyon on the Rolling Hills and Nature Preserve side of the border.

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 FEBRUARY 10, 2020, REGULAR MEETING OF FEBRUARY 24, 2020, REGULAR MEETING OF MARCH 09, 2020, REGULAR MEETING OF MARCH 23, 2020, SPECIAL MEETING OF MARCH 30, 2020, JOINT STUDY SESSION WITH THE PLANNING

COMMISSION AND CITY COUNCIL APRIL 13, 2020 AND REGULAR MEETING OF APRIL 27, 2020.

RECOMMENDATION: APPROVE AS PRESENTED

B. PAYMENT OF BILLS.

RECOMMENDATION: APPROVE AS PRESENTED

C. CONSIDER AND APPROVE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS.

RECOMMENDATION: APPROVE AS PRESENTED

D. SOUTHERN CALIFORNIA EDISON ROLLING HILLS 2020 RELIABILITY REPORT.

RECOMMENDATION: STAFF RECOMENDS THAT THE CITY COUNCIL RECEIVE AND FILE THE SOUTHERN CALIFORNIA EDISON ROLLING HILLS 2020 CIRCUIT RELIABILITY REPORT.

Mayor Pro Tem Dieringer requested to pull consent item 4A and 4C.

Mayor Pro Tem Dieringer moved that the City Council approve consent items 4B and 4D as presented. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: *Black.

ABSTAIN: COUNCILMEMBERS: None.

**Councilmember Black reported to the meeting at 7:12 p.m. due to technical difficulties.*

Item 4A

Mayor Pro Tem Dieringer requested to move the minutes submitted for approval to the May 26, 2020 City Council meeting to allow time for review.

Item 4C

Mayor Pieper advised the only modification made to committee assignments was moving Councilmember Wilson to the Personnel Committee because he has not previously served. Mayor Pro Tem Dieringer requested to be an alternate on select committees and he therefore removed himself and assigned Mayor Pro Tem Dieringer as the alternate member of the following committees: Los Angeles Sanitation District No. 5, Los Angeles County City Selection Committee and the Southern California Association of Governments (SCAG).

Mayor Pro Dieringer stated that there are five committees that address policy and present to the Council and she is not assigned to any of them. She stated that she would like to be appointed to one of the five committees and that her preference was the Fire Fuel Reduction Ad Hoc Subcommittee. She previously served on the Fire Fuel Reduction Ad Hoc Subcommittee and was

inclined to continue but was removed because the Mayor at the time, Mayor Mirsch, wanted the seat.

Councilmember Wilson was happy to step aside and allow Mayor Pro Tem Dieringer to serve.

Mayor Pro Tem Dieringer moved that the City Council approve consent item 4C as amended. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: *Black.

ABSTAIN: COUNCILMEMBERS: None.

**Councilmember Black reported to the meeting at 7:12 p.m. due to technical difficulties.*

5. COMMISSION ITEMS

A. CONSIDERATION TO RECEIVE AND FILE RESOLUTION NO. 2020-03 FROM THE PLANNING COMMISSION GRANTING APPROVAL FOR A VARIANCE REQUEST TO CONSTRUCT A 400 SQUARE-FOOT LAP SWIMMING POOL WITH SPA IN THE FRONT YARD OF AN EXISTING RESIDENCE LOCATED AT 52 PORTUGUESE BEND ROAD.

PCS Director Elguira gave an overview of the project via PowerPoint presentation. The applicant requested approval to construct a 400 square-foot lap pool with spa in the front yard of an existing residence at 52 Portuguese Bend Road. Due to the irregular shape of the subject lot and geometry of Portuguese Bend Road, the backyard of the parcel functions as the main entrance to the property. The front façade of the existing residence faces the back courtyard. The residence's front entry, garage doors, and driveway that lead up to the main residence is located in the rear courtyard, which functions as the receiving area on the parcel. The proposed pool and spa are technically located behind the residence; however, the back of the residence faces the front yard. The proposed project cannot be seen from the surrounding streets or canyons. The proposed pool elevation is above Portuguese Bend Road and several hundred feet away from adjacent properties. The proposed project will result in minimal lot disturbance because the lot is already developed with a residence, attached garage, barn, and hardscape. The project has been determined categorically exempt pursuant to the California Environmental Quality Act (CEQA) and was approved on February 19, 2020 by Rolling Hills Community Association.

Mrs. Luna submitted a letter of opposition on April 20, 2020 about the proposed project concerning potential view impact and the lack of public notification for the Planning Commission meeting. The item was subsequently rescheduled to May 1, 2020 to meet public noticing requirements. Mrs. Luna and her son, the property owner's representative, and Chair Chelf met with staff on the field trip to survey the area and take pictures. Mrs. Luna's property is located to the rear of the subject property at a much higher elevation than the pool pad. The proposed pool will not be visible from her property and her view of the Pacific Ocean will not be impacted. Mrs. Luna sent an email after the field trip to inform the City she no longer objects to the proposed project.

PCS Director Elguira reported that Mr. Charlie Raine submitted a letter on May 11, 2020, which stated there was improper noticing for the proposed project. He clarified that he was not opposed to the project at 52 Portuguese Bend Road but rather disturbed by increased runoff into the canyons generated by adding impermeable surfaces that impose danger to southern properties. The City and RHC should have a plan in place to deal with the runoff and subsequent consequences caused by approved projects. He has voiced his concerns at past Planning Commission and City Council meetings about this issue and urged the City and RHCA not to continue ignoring the matter.

PCS Director Elguira clarified that the Planning Commission meeting held on Tuesday, April 21, 2020 was adjourned to Friday, May 1, 2020 to address the notification issue for this item. She informed the Council that the property owner and applicant were present (via teleconference) and available for questions.

PCS Director Elguira reminded Councilmember Mirsch of the need to recuse herself due to her residence's proximity from the subject parcel.

Councilmember Black commented that he was inclined to receive and file the item but questioned whether proper notification had been provided.

PCS Director Elguira replied that the Planning Commission had adjourned its regular meeting on April 21st 2020 to May 1st 2020 because the public hearing mailers were not sent to the residents within the 500-foot radius of the subject parcel. The Planning Commission met on May 1st, 2020 at 7:30 a.m. via teleconference to allow the residents enough time to submit their comments.

Mayor Pieper asked counsel if the City was in compliance with public notifications with regard to this project.

City Attorney Jenkins responded that legal obligations were met. The Planning Department consulted with Assistant City Attorney Jane Abzug. The regular Planning Commission meeting was adjourned to May 1st and it was his understanding that appropriate notice was given.

Councilmember Wilson asked why Mr. Raine stated that a notice had been provided with a wrong date.

PCS Director Elguira explained the public was properly noticed and clarified the mailers sent to the residents within the subject parcel radius had a typographical error on the day listed not the date.

Councilmember Black recommended postponing the item to the next City Council meeting in order to have the item properly notified without errors.

Councilmember Wilson seconded the motion because Mr. Raine did not attend the meeting because of the mistake on the notification.

City Attorney Jenkins highlighted the Council had three options. 1) Remand the item back to the Planning Commission, 2) take jurisdiction over the item or 3) receive and file the item.

Mayor Pieper opened the item for public comment.

John Resich, stated that proper notice did go out to the surrounding area with regards to the special meeting.

PCS Director Elguira reiterated a typographical error was made on the mailers sent to residents within the subject parcel radius.

City Attorney Jenkins withdrew his earlier comment and stated the benefit of moving the item to the next Council meeting would be for him to review all the notices that were sent out. It was his recommendation that the Council continue the item for further examination of the notices and that the Council could then make a recommendation.

Mayor Pieper highlighted the Council did not have a problem with the project. He asked counsel for the quickest way to expedite the process.

City Attorney Jenkins replied the Council could take jurisdiction over the item or remand the item to the Planning Commission for a new hearing. If the Council took jurisdiction over the item, the project could be expedited if staff has enough time to notice the public hearing.

PCS Director replied notices could be sent the following day.

Mayor Pieper stated that the Council would take jurisdiction over the item. He thanked John Resich for his comments and closed the item from public comment.

**Councilmember Black disconnected from the meeting at 7:43pm due to technical difficulties.*

Councilmember Wilson withdrew his support for Councilmember Blacks motion.

Mayor Pieper made a substitute motion that the City Council direct staff to immediately send public hearing notices and the Council schedule a meeting as soon as possible to review the project. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

6. PUBLIC HEARING

NONE.

7. OLD BUSINESS

A. CONSIDER AND APPROVE AN ENHANCED PROPOSAL FROM PALOS VERDES PENINSULA LAND CONSERVANCY FOR ADDITIONAL FIRE FUEL ABATEMENT IN THE PRESERVE IN THE AREAS ADJACENT TO THE CITY BORDER.

City Manager Jeng announced that this item carried over from the last City Council meeting on April 27, 2020. The Council requested an updated proposal from the Conservancy to include annual mowing to eradicate Acacia and Mustard. That cost comes to \$20,800.00 per year for the spring mowing. The second element was the removal of Pine trees. The first proposal included only limbing up the Pine trees. The cost for removal of the Pine trees is \$19,250.00. She announced Chris Sarabia, Conservation Director for Palos Verdes Peninsula Land Conservancy was present via teleconference to answer questions.

Mayor Pieper asked if there were other Pine trees on the Rolling Hills side of the border.

Mr. Sarabia replied there is a continuation of Pine trees that move on to private property. He elaborated that the contractor estimated the cost based on a week of work to remove the Pine.

Mayor Pieper clarified that if the Council went back to the original proposal they would be at \$50,000.00 and the ongoing maintenance for the ongoing work is \$21,000.00 on top of the \$12,000.00. The \$12,000.00 was the annual work **from** the previous portion.

City Manager Jeng asked Mr. Sarabia for the number of the proposed Pine trees to be removed **under** the proposed cost.

Mr. Sarabia believed that cost was for 4 or 5 Pine trees.

Mayor Pieper opened the item for public comment.

Alfred Visco commented via email that there was an error in the updated proposal from the Land Conservancy. It should state “removing” instead of “limbing” Pine trees. Removing Pine trees is far superior to limbing for several reasons but it primarily eliminates the need for future maintenance. He supports the Land Conservancy’s proposal.

Mayor Pieper closed the item for public comment and continued with the discussion.

Mayor Pieper commented he was not inclined to spend money on limbing the Pine trees on the Conservancy side until the Pine trees on the Rolling Hills side are maintained.

Mayor Pro Tem Dieringer asked what portion of the remaining \$28,000.00 is dedicated to limbing the Pine trees.

Mr. Sarabia replied the Land Conservancy would be mowing all the dry brush in an attempt to prevent ladder fuel **fire** from moving up the Preserve side. Limbing was the recommended

treatment for the Pine so the branches are not touching the ground. The standard limbing for a Pine tree is 6 feet.

Councilmember Mirsch agreed with Mayor Pieper's suggestion but also agrees with Mr. Sarabia that the Pine trees need to be limbed up. She believes that the City needs to limb up the trees and determine what is happening with the Pine trees on private property before spending any resources on removing the Pine trees on the Conservancy's property.

**Councilmember Black rejoined the meeting at 7:50 p.m.*

Councilmember Black commented that he was in favor of removing the Pine trees completely rather than limbing them up.

Councilmember Mirsch moved that the City Council approve the Land Conservancy's proposal of \$50,000.00 onetime work including limbing up the Pine trees and approve the annual work for three years. Revisit the issue of removing the Pine trees once there is a plan for the trees on the Rolling Hills side. Mayor Pro Tem Dieringer seconded the motion. The motion passed by voice vote as follows:

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

Mayor Pieper requested from Mr. Sarabia and City Manager Jeng schedule a site visit to see the progress and talk about the other side of Rim Trail.

Item 8B (out of order)

B. CONSIDER AND APPROVE FINANCE/BUDGET/AUDIT COMMITTEE'S RECOMMENDED CHANGES TO INVESTMENT, FINANCIAL, BUDGET, DEBT AND ASSET CAPITALIZATION POLICIES, AND SCHEDULE OF FEE AND CHARGES.

Finance Director Terry Shea gave a summary of the Finance/Budget/Audit Committee's recommended changes to investment, financial, budget, debt and asset capitalization policies and schedule of fee charges. All policies were approved by the auditors which were then reviewed by the Finance/Budget/Audit Committee. One recommendation was to change the cash reserve and the refuse fund to the amount of the service fee subsidy. The subsidy for FY 20/21 will be approximately \$132,000.00. The PARS Pension Rate stabilization program was set up and the liability is about \$239,000.00. It was recommended to pay half in the FY 20/21 budget and the other half in the FY 21/22 budget. A new fund needs to be set up for Measure W monies and it needs to be added to the City's policies. Every year the City has capital improvement projects (CIPs) that are ongoing. A recommendation was made to add a section to carry over the appropriations from the capital policies to the next fiscal year. With decreased Building permit revenues, staff recommends increasing the multiplier from 2.25% to 2.5%. The proposal was

discussed with the Committee members and they suggested changing the cash reserve amount for the refuse fund to the amount of the service fee subsidy absorbed by the general fund. This would fluctuate every year depending on what the rates and the differences were and it would be approved as a budgeted transfer each year. The Committee is in favor of increasing the PARS Pension Rate stabilization fund to \$50,000.00 per year until the City is caught up and each year after the yearly audit, review the reserve fund balance available and make a transfer in order to keep the rate stabilization fund up to the liability. The Committee proposed adding a fund section for Measure W monies and a section to approve CIPs carryovers for unexpended budget appropriations and review it annually with the Finance/Budget/Audit Committee. The Committee did not recommend any changes to the schedule of fees or the multiplier.

Councilmember Mirsch wanted to confirm the Committee recommended paying \$50,000.00 per fiscal year with an understanding that the liability curve increases every year. She asked if the City prepares annual expenditure forecast with a 4-year outlook. She also inquired if the City had any other City approved consultants besides Willdan.

Councilmember Black replied that the City is committed to paying \$50,000.00 every fiscal year with the hope of paying off the debt in two years.

City Manager Jeng advised the City only has Willdan to help expedite building permit reviews.

Finance Director Shea replied the Finance department does a 5-year cash forecast as part of the budget process, which includes the current year plus 4 years and it is updated every year.

Mayor Pro Tem Dieringer asked about the Finance Director's reason for increasing the multiplier. She also requested the Council revisit the issue mid-year and the Finance Director produce a mid-year report to show how much the City is recovering in terms of cost with staff doing an individual permit.

Finance Director Shea explained his reasoning was strictly based on the level of activity since permit revenues were down compared to this time last year.

Councilmember Wilson summarized that the multiplier was being used to recover the City's cost and not to profit.

Finance Director Shea concurred.

Councilmember Wilson moved that the City Council approve the Finance/Budget/Audit Committee recommendations. Councilmember Mirsch seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

Item 7B (out of order)

7. OLD BUSINESS

- B. ACCEPT THE SEWER FEASIBILITY STUDY PHASE II AS COMPLETE AND DIRECT STAFF TO PROCEED WITH THE DESIGN OF THE 8" SEWER MAIN ALONG PORTUGUESE BEND ROAD/ROLLING HILLS ROAD.**

City Manager Jeng reported this item was still under review by Los Angeles County when it was previously presented to the Council. The County has since accepted the Sewer Feasibility Study and the City can proceed with the next step. As part of the submittal, the City achieved two Will-Serve letters. The first letter accepts discharge from the City Hall campus; the second is to receive discharge from 235 homes within the City of Rolling Hills. The Council waited for acceptance by the County before responding to the Associations request to replace the septic tank near the main gate. She pointed out that the final study was attached to the staff report. The overall cost estimate for the project, which included the design, construction, and management, was \$1.1 million dollars. Of that, \$85,000.00 is estimated for engineering design which is the next step for the project if the Council proceeds.

Mayor Pieper opened the item for public comment. Hearing none he returned to the discussion.

Mayor Pro Tem Dieringer moved that the City Council accept the Sewer Feasibility Study Phase II as complete and direct staff to procure engineering services to proceed with design of the 8" sewer main along Portuguese Bend Road/Rolling Hills Road. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

Item 8A & 8C (out of order)

8. NEW BUSINESS

- A. ACCEPT THE FY 2019-2020 TRAFFIC SIGNING, STRIPING, AND PAVEMENT MARKING PROJECT AS COMPLETE AND IN ACCORDANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS AND AUTHORIZE THE NOTICE OF COMPLETION TO BE FILED WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE.**

City Manager Jeng indicated on January 13, 2020 City Council awarded a construction contract to PCI for signing and striping of horse crossings, four streets (Middleridge Lane North, Middleridge Lane South, Williamsburg Lane and Lower Blackwater Canyon Road), Crest Road East, and the proposed all-way stop control at Williamsburg Lane and Lower Blackwater Canyon Road. The

final project construction cost was \$75,384.50. Staff recommends that the Council accept the FY 2019-2020 Traffic Signing, Striping, and Pavement Marking Project as complete and in accordance with the contract plans and specifications, file Notice of Completion with the Los Angeles County Recorder's office, and release retention as final payment to PCI after the expiration of the lien period.

Councilmember Wilson asked how many traffic markers (bumpers) were replaced.

City Manager Jeng replied she did not know because the City put down signing and markers where they were needed based on the Uniform Traffic Device code. There was disparity between how much was removed and how much was replaced. It was her belief more were placed because code calls for longer center lane markers as confirmed by the City's Traffic Engineer.

Mayor Pieper opened the item for public comment. Hearing none, he returned to the discussion.

Mayor Pro Tem Dieringer moved that the City Council accept the FY 2019-2020 Traffic Signing, Striping, and Pavement Marking Project as complete and in accordance with the contract plans and specifications, file Notice of Completion with the Los Angeles County Recorder's office, and release retention as final payment to PCI after the expiration of the lien period. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

C. CONSIDER LAYOUT OPTIONS TO BRING EXISTING RESTROOMS AT CITY HALL TO COMPLY WITH ADA CODES, AND SELECT AN OPTION TO CONTINUE THE DEVELOPMENT OF CONSTRUCTION PLANS.

City Manager Jeng presented all of the layout options prepared by Pacific Architecture and Engineering Inc. (PAE) via PowerPoint. On January 27, 2020, the City Council engaged PAE to prepare construction plans to bring City Hall into compliance with Americans with Disabilities (ADA) codes. The focus of PAE's work are restrooms as they require major work due to space constraints. Improvements needed for restrooms will dictate the manner in which the other improvements are constructed at City Hall. PAE worked with staff to develop several options to be in full compliance with ADA codes, functionality, budgetary constraints, and impact to City Hall operations during construction. PAE was asked to keep all necessary improvements within the existing footprint of the building. Attached to the staff report were five options for consideration with high level construction cost ranking by PAE. She described and compared each option:

Option 1 (Cost #1, #1 being the most cost effective)

This option would create three separate All Gender restrooms in the existing restroom locations. One of the three restrooms has to be ADA compliant. This option would eliminate the

closet space holding the water heater, refrigerator, the telephone box/wires, cables and switches for the City's computer network, and the small kitchenette. The uses eliminated by the new restrooms would need to be replaced elsewhere in City Hall.

Option 2 (Cost #2)

This option would keep the men and women's restrooms in the current locations but both sets of restrooms would need to be converted into single use. The entry way into the restrooms would need to be widened to meet building code. This option would create an ADA restroom in the current copy room. To access the ADA restroom, the public counter would need to be rotated 90 degrees. This option would diminish the footprint of the existing copy room.

Option 3 (Cost #3)

The restrooms would be moved to the copy room. The public counter would be rotated 90 degrees to allow a walkway from the front door to the new restrooms. There would be a women's restroom and an All Gender restroom. Both sets of restrooms would be ADA compliant. In place of the existing restrooms, a copy room, a meeting room and additional storage room would be created. This option separates the public part of the house from the staff side of the house but diminishes considerably the existing office space that needs to house three employees.

Option 3.5 (Cost #3.5)

This option is a variation of Option 3 with the All Gender restroom placed in portions of the lobby rather than the office space. As with Option 3, this layout would allow the creation of a meeting room and preserve the office space for three employees.

Option 4 (Cost #4 most expensive)

This option plots ADA compliant restrooms in the existing location. As with Option 1, this layout would displace a number of existing uses that need replacement elsewhere in City Hall and would require the widening of the existing hallway by shrinking the offices located across the restrooms.

City Manager Jeng would like for the Council to review, discuss, and choose an option in order to continue with engineering plans and bring City Hall up to ADA codes.

Mayor Pieper reviewed the project and his concern was how many people can fit in City Hall. He expressed that the City Manager did a great job in providing the most cost effective plans with variations. He inquired if there was a way to measure if the cost between Option 1 and 3.5 is worth the layout change.

Mayor Pro Tem Dieringer stated that using Option 1 as a base point could be problematic since the cost is not available. Rewiring City Hall and moving the water heater along with the pipes can be expensive. She was concerned about reducing lobby space because it is occasionally used for special events.

Councilmember Wilson commented there was a lot of potential unintended cost. He noticed that attic access might no longer be accessible with some of the options presented. He agreed that pricing must be clearer before a decision can be made.

Councilmember Black asked why City Hall required 3 restrooms and what were the required dimensions for an ADA restroom.

Mayor Pieper stated there were already 3 restrooms in City Hall.

City Manager Jeng explained that if there is a male and female restroom then there must be an ADA restroom for each sex.

Councilmember Black commented that it was his understanding that there could be a unisex restroom. He suggested having 2 stalls in the female restroom and converting the male restroom to a unisex ADA compliant restroom.

City Manager Jeng referred to was Option 1 as resembling that idea. There are several possible combinations but the fixture count is required by Building Code and is not related to ADA compliance.

Mayor Pieper suggested tabling the item for two weeks to work with the City Manager and consult the architect about ADA rules.

Mayor Pieper opened the item for public comment. Hearing none, he returned to the discussion.

**Mayor Pro Tem Dieringer did not vote on the item because she disconnected from the meeting due to technical difficulties.*

Mayor Pieper moved that the City Council table the item for two weeks until more information is available about ADA requirements. Councilmember Mirsch seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: *Dieringer.

ABSTAIN: COUNCILMEMBERS: None.

9 & 10 (out of order)

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

Councilmember Mirsch stated she attended a webinar that discussed funding issues due to COVID-19. She was shocked at the investment types and strategies that CalPERS uses. She suggested the Council consider designating someone to actively monitor the issue with the League.

Mayor Pieper replied that he would discuss the matter with City Manager Jeng. He then asked counsel if the City could recruit a representative and participate on the phone calls to better understand the issue.

City Attorney Jenkins asked for clarity. He questioned Mayor Pieper in what capacity would the person be recruited. He wondered if the person would be a consultant, lobbyist or a volunteer. He stated that the Council could have a volunteer attend the Council meeting and confer with the Council.

Councilmember Black inquired when City Hall was going to reopen.

Mayor Pieper replied that City Hall was reopening on Monday, May 18, 2020. The delay has been partly due to unresolved liability issues.

10. MATTERS FROM STAFF

NONE.

**Mayor Pro Tem Dieringer rejoined the meeting at 9:14 p.m.*

8D (out of order)

8. NEW BUSINESS

D. CONSIDER AND APPROVE A THREE YEAR CAPITAL IMPROVEMENT PLAN.

City Manager Jeng discussed the City's three year capital improvement plans. Annually in June, the City Council adopts an operating budget with General Fund transfers to capital improvement projects. Because of the one-year cycle, the adopted budget resets at the end of the year and capital improvement projects that are not completed within the year are reevaluated for funding the following year. Typical capital improvement projects span multiple years because they require planning, design, public bidding, and construction. To make provisions for all phases of the project, a complete expenditure plan is necessary. She highlighted the different projects via PowerPoint and how they will span over three years: 1) 8-inch sewer main, 2) tennis courts 3) City Hall ADA Improvements and 4) City Hall Parking Lot and explained it is possible to complete all four projects in three years. A chart displayed the schedule and coordination of projects. For example, instead of replacing the septic tank at the tennis courts, the City would connect to the 8-inch main sewer line, but the sewer line project needs to be scheduled first. Consequently, the roadway must be dug up in order to place pipe underground, which leads us to the City Hall parking lot improvement. She concluded this was her 3-year proposal to the Council and based it on in-progress projects while taking the Council's priorities under advisement. If the Council approves the CIP plan, it does not mean the Council is obligated to the amount or the schedule proposed. The plan is to help the Council and staff visualize the undertaking of a phase, of a particular project with the timeframe and cost. Her recommendation is to approve a 3-year CIP plan. She will work with the Finance Department to include it in the budget if approved and revisit the plan yearly to adjust it accordingly.

Mayor Pieper commented the CIP plan was a really good list of things that are feasible and can be accomplished. He advised that if the Council approves the CIP plan, they are approving a concept

and these projects are pending and to be included in the yearly review of the budget.

City Manager Jeng replied in the affirmative and added the plan is a tool to help the Council figure out their expenditures.

Mayor Pieper opened the item for public comment. Hearing none, he returned to the discussion.

Mayor Pro Tem Dieringer moved that the City Council approve the item as a concept and in the order in which the project should be completed. Councilmember Wilson seconded the motion. The motion passed by voice vote as follows:

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

NOES: COUNCILMEMBERS: Black.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

11. ADJOURNMENT

Hearing no further business before the City Council, Mayor Pieper adjourned the meeting at 9:33p.m. to a regular meeting of the City Council scheduled for Tuesday, May 26, 2020 beginning at 7:00p.m. via teleconference.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Jeff Pieper
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.B

Mtg. Date: 06/08/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOHANA CORONEL, CITY CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS.

DATE: June 08, 2020

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[Bill Sheet.pdf](#)

CITY OF ROLLING HILLS

6/8/20 Check Run A & B

Check No.	Check Date	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
26441	5/26/2020	County of LA Dept of Animal Care & Control	April 2020- Animal Care Services	1,156.50
26442	5/26/2020	Opus Bank	April 2020 Office Expenses	40.01
26443	5/26/2020	Southern California Edison	Electricity Usage 4/16/20 to 5/18/20	276.23
26444	6/8/2020	ALAN PALERMO CONSULTING	May 2020 CIP Project Management	4,400.00
26445	6/8/2020	California Water Service Co.	Water usage - 4/28/20 to 5/26/20	648.86
26446	6/8/2020	Cox Communications	May 2020 Internet and Phone Service	471.42
26447	6/8/2020	Executive Suite Services Inc.	May 2020 Janitorial Services	920.00
26448	6/8/2020	FORUM INFO-TECH. INC./LEVELLOUD	June 2020 Monthly Hosting Services	2,969.31
26449	6/8/2020	HF&H CONSULTANTS, LLC	April 2020 - New Franchise Agreement Project	2,419.50
26450	6/8/2020	McGowan Consulting	April 2020 Permit Consulting Agreement	2,373.00
26451	6/8/2020	Opus Bank	May 2020 Offices Expenses	468.09
26452	6/8/2020	PITNEY BOWES GLOBAL FINANCIAL	May 2020 Monthly Leasing Charges	712.56
26453	6/8/2020	Pitney Bowes	May 2020 Postage	1,510.00
26454	6/8/2020	Palos Verdes Peninsula Unified School District	School Resource Officer Program FY 2019-2020	1,548.18
26455	6/8/2020	Rogers, Anderson, Malody & Scott, LLP	April 2020 Monthly Accounting Services and Jim Walker fees	9,775.00
26456	6/8/2020	City of Rancho Palos Verdes	May 2020 7% ALRP Camera Connectivity Cost	72.57
26457	6/8/2020	Southern California Edison	Electricity Usage - 3/24/20 to 5/22/20	777.27
26458	6/8/2020	Total Compensation Sys, Inc.	GASB75 Actuarial Valuation -OPEB plan for June 2020 Audit	1,350.00
* EFT	6/1/2020	CALPERS	May 2020 - Retirement	6,180.50
				<u>38,069.00</u>
				<u>38,069.00</u>

 06/03/2020
 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 \$38,069.00 or the payment of above items.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.C

Mtg. Date: 06/08/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDERATION AND APPROVAL OF ON-CALL INDUSTRIAL HYGIENISTS TO SET UP COVID-19 DEEP CLEANING PROTOCOLS AND MONITOR DISINFECTING EFFORTS.

DATE: June 08, 2020

BACKGROUND:

As a precautionary measure, City staff reached out to professional industrial hygienists for guidance on cleaning and disinfecting City Hall in case an employee or visitor tests positive for COVID-19. Ellis Environmental Management, Inc. (Ellis) and NV5 responded to the call and provided the City with general cleaning guidance for facility disinfection and approval standards.

DISCUSSION:

Ellis and NV5 are companies that provide disinfection and decontamination guidelines and monitor clean up of facilities potentially exposed to confirmed cases of COVID-19. The two companies provided overviews of disinfection methodologies and approval protocols to ensure risk of exposure to viral illness is mitigated through enhanced cleaning based on the recommendations of Centers for Disease Control and Prevention, Occupational Health and Safety Administration and Environmental Protection Agency, see attached proposals for details.

Both Ellis and NV5 service providers will provide the following services as part of their scope of work: 1) survey City Hall for uses, variety of surfaces, high traffic areas and touch points; 2) provide cleaning methodologies to be followed by an abatement company hired by the City; 3) monitor and document clean-up process; and 4) submit final report to the City. The abatement company will be hired separately by the City. Ellis has provided the City with a list of abatement companies, if needed.

Placing the two companies on call will provide the City with immediate access to qualified professionals in short notice. This will expedite clean up and allow the City to get back to normal business operations as quickly as possible.

FISCAL IMPACT:

Charges will be submitted on services rendered. Funding will be covered under Non-department Janitorial Services. Base cost for Ellis to perform scope of work is \$1,835 (additional \$695 to perform

monitoring clearance if test fails). Base cost for NV5 to perform scope of work is \$6,700.

RECOMMENDATION:

Staff recommends that the City Council approve on-call industrial hygienists to set up COVID-19 deep cleaning protocols and monitor disinfecting efforts on as needed basis.

ATTACHMENTS:

[Cover Letter 0322 General Disinfection.docx](#)

[COVID-19 disinfection summary.docx](#)

[General Work Plan - Reducing Surface Bacteria.pdf](#)

[Ellis Proposal 3995 City RHE 2 Portuguese Bend Rd - surface bacteria mon.pdf](#)

[CORH-20-9597 City Hall Enhanced Cleaning Proposal.pdf](#)

To our valued clients,

Our current global climate has created an unprecedented atmosphere - one that is full of questions and concerns. Ellis has been approached by numerous clients searching for professional direction on cleaning and disinfecting their facilities. While there is no CDC or CDPH-approved clearance sampling protocol for testing following decontamination of surfaces impacted by the COVID-19 virus, the attached work plan has been effective in reducing overall surface bacteria and biological contaminants. We offer it here for your use without charge or warranty.

This method IS labor intensive and intended for use by an experienced abatement contractor with a trained crew. Its success will depend on constant professional oversight and direction by a 3rd party consultant to ensure the labor is performed thoroughly, carefully, and as designed.

Best regards,

Ellis Professional Staff

Ellis Successfully Administers Disinfecting Efforts for Two Local Credit Union Branches Following a Positive Employee Test for COVID-19

Ellis has just completed successful administration of its second decontamination/disinfecting project in an occupied office (bank) environment. In both of these cases, the branches were both temporary closed following an employee testing positive for COVID-19.

In the interest of health and safety, both clients elected to pursue an active branch cleaning effort – one that would provide their occupants with scientific documentation that a facility disinfection was monitored and performed by licensed professionals.

An abatement contractor was retained to do a Level III Covid-19 Cleaning (Confirmed Exposure) which includes:

- Cleaning of “touch points” throughout the designated areas. Touch points are those areas where building occupants commonly place their hands; i.e. door knobs/handles, door push plates, chairs, rails, elevator rails/operating panels, vending machine buttons, telephones, keyboards and mouse, desks, counter tops, trash bins, drawers, pen holders, light switches, printers, computer buttons, kitchen and break room tables, restroom facilities, flush handles, soap dispensers, faucet controls, paper towel dispensers, toilet seats, etc.
- An approved disinfectant, Decon 30, was applied to all “touch points” in the designated cleaning areas. The manufacture recommended “dwell time” of 10 minutes was used prior to wiping of the surfaces. After the appropriate dwell time, disposable cloths were used to wipe the surfaces. Each cloth was used only once and placed in biohazard bags for appropriated disposal.
- Non-porous floors were cleaned using Decon 30 and wiped down with cloths. Carpet was disinfected and HEPA vacuumed.
- Furniture and upholstery was treated with Decon 30 and wiped down with a cloth.
- All paper products (toilet paper, business cards, paper towels, deposit envelopes, ETC) were removed from the designated areas and disposed as biohazard waste.
- A mobile Ultra-violet light (Spectra 1000 UV Disinfection System) was used to treat each location for a period of 10 minutes.
- At the completion of the disinfecting efforts, Ellis collected swab samples from cleaned “touch points” and submitted samples to an AIHA accredited laboratory in Denver, CO. Post-abatement swab samples were collected and analyzed for bacterial/ fungal agents as surrogates to measure the effectiveness of the cleaning and disinfecting protocol.

Ellis monitored and directed each step of the disinfection efforts, and provided surface testing upon project completion. Each client received an Ellis generated monitoring report, which included photo documentation, and tabulated laboratory results from an AIHA accredited laboratory.

General Work Plan
Reducing Non-Specific Biological Surface Contaminants

BACKGROUND

Description of Hazard: Office spaces have the potential to house a large number of *potential* biological surface contaminants. Cluttered desk areas, food, and the hygiene of occupants all contribute to this potential. While general housekeeping operations help to reduce this potential, a more thorough disinfecting process, performed by a licensed cleaning contractor and combined with constant professional guidance and inspections, can further reduce the presence of surface contaminants and biological hazards.

Type of Hazard: Recognized biohazard; possible bacterial or viral infection, particularly in immuno-compromised individuals.

Modes of Transmission: Potential physical contact with contaminated persons and/or surfaces; particularly where persons touch contaminated surfaces and touch their eyes, nose, or mouth.

Routes of Entry: Entry *may* occur with contact with mucous membranes (eyes, nose and mouth).

HAZARD CONTROL - SUMMARY

Workplace activities involving infectious or biological agents require containment so that workers, the immediate work environment, and the community including those outside the immediate workplace are protected or shielded from exposure.

This is achieved through (1) engineering controls, (2) good work practices, (3) appropriate safety equipment, and (4) constant monitoring, guidance and inspection by an independent 3rd-party industrial hygiene firm

ENGINEERING CONTROLS

The following engineering controls, when combined with proper worker training and work methods, will help insure that any potential biological hazards are contained within the work area.

1. Establish regulated area with signs and barrier tape. Signs shall conform to CDC/NIH guidelines (Biosafety Level 2).
2. Seal all penetrations into the work area with two layers of 6-mil poly sheeting and tape ("critical barriers").
3. Ensure that HVAC system is either (a) shut down or (b) isolated by installing 2 layers of poly sheeting at all supply and return vents.

4. Install sufficient HEPA negative air filtration at one end of the work area to insure a constant and visible flow of air into the work area. Place exhaust points facing upward and 10 feet above the nearest ground surface.
5. Install a 3-stage wash station (Decon Unit) at entrance to work area. Maintain an adequate supply of disinfectant soap and warm water inside decon unit. Insure that all workers completely clean and disinfect hair, face, and other exposed skin prior to exiting the work area.
6. If space is available, install a separate wash station and waste decon unit. This unit will be a single large chamber suitable for cleaning exterior surfaces of packaged waste prior to removal. Maintain a clean wash down area in front of this waste decon unit. Have disposable layers of 6 mil poly, mops, rags and disinfectant solution at hand.
7. Prior to actual work start, request an independent inspection of engineering controls by the IH monitor.

PERSONAL PROTECTION

The following personal protective equipment (PPE), when combined with proper worker training, supervision and 3rd party guidance, will help to maintain a safe working environment for employees performing initial cleaning activities.

1. Respirators. Full-face (recommended) or ½ face APR **with eye protection (mandatory)**. Organic/HEPA filters.
2. Clothing. Tyvek or similar non-permeable, non-breathing protective coveralls. Insure that workers remove all street clothing prior to donning protective suit.
3. Headwear. Cover all hair with disposable, non-vented shower cap or similar. Do not allow exposed hair inside the work area.
4. Eye protection. In lieu of a full faced APR, goggles shall be required inside the work area at all times. Thoroughly clean and disinfect eyewear as part of the decontamination process.
5. Footwear. Calf length, standard black irrigation boots with outer impermeable lining. Thoroughly clean and disinfect eyewear as part of the decontamination process.
6. Hand protection. 4-mil (min.) disposable “gauntlet”-type poly gloves, taped and sealed to Tyvek suit at forearm.
7. All workers shall immediately report any breaches to PPE (or any potential exposures) to their foreman or supervisor/competent person.
8. Workers must be trained on the hazards of the chemical agents used in the cleaning/disinfection process in accordance with OSHA’s Hazard Communication standard (29 CFR 1910.1200)
9. All persons performing cleaning activities, and their employers, must comply with OSHA’s standards on Bloodborne Pathogens (29 CFR 1910.1030) including disposal of regulated waste, and PPE (29 CFR 1910.132)

TOOLS AND EQUIPMENT

1. Airless mister capable of 2,000 psi at point of release.

2. Sufficient disposable mop heads.
3. Sufficient disposable cloth rags.
4. Cutting tools. Provide initial safety training in the use of sharp equipment. Decontaminate all cutting tools at end of project.
5. Prepare a solution of 1 part 3-5% chlorine bleach and 1 part low suds, anti-bacterial detergent mixed with 4 parts water. Test initial concentration of bleach/detergent as project progresses. Reduce the amount of bleach if complaints of irritated eyes or skin persist. DO NOT mix bleach with ammonia or any other cleanser.
6. If bleach is not appropriate for some surfaces, disinfecting agents with EPA-approved emerging viral pathogen claims may be used with prior approval.
7. 4 mil-poly sheeting and tape for double-wrapping, packaging, and disposal of contaminated items. 6-mil poly bags may be used to contain smaller items.

WORK METHODS

1. Provide an enclosed area adjacent to decontamination unit for workers to remove street clothing and don personal protective equipment.
2. All workers shall enter and exit work area through a single decontamination unit, located as far as possible from public access.
3. For visibly dirty surfaces, perform initial cleaning activities prior to further disinfecting surfaces. Cleaning should be performed using approved detergents and chemical agents listed in the "Tools and Equipment" section of this document.
4. Immediately transfer used cleaning rags/mops/towels to 6-mil poly waste bags. "Goose necking" and sealing bags with standard duct tape prior to moving waste to the wash down location in front of the waste decon unit.
5. Wash down station. Spray wrapped/bagged materials and other items with bleach/disinfectant solution. Prior to removing from the work area, wrap waste again in another new 6-mil poly waste bag. Tape all seams with standard duct tape. Move the wrapped waste into the decon chamber. Immediately mop or wipe down the floor of the wash down station, and/or replace temporary floor sheeting as required. Keep this area clean at all times.
6. Inside the waste decon chamber, 2 workers will wipe down containerized waste with clean rags that have been dampened (but not soaked) in bleach/disinfectant solution. Bag soiled rags as they accumulate. Dispose of these materials along with other rags/mops/towels used in the cleaning and disinfecting process.
7. Move containerized waste out of decon unit and immediately transport the waste to a designated container.
8. If clothing or other similar items are identified in the work area, gently gather and place in 6-mil poly waste bags labeled with a "launder" or similar label. Do not shake these items prior to containerization. Launder according to manufacturer instructions on the warmest appropriate water settings for the items; dry completely.

WORKER DECONTAMINATION. Perform the following under the constant supervision of an independent 3rd party IH

1. Maintain a clean wash down station next to the inner (3rd) chamber of the decon unit. It is here that workers will first clean and remove their protective rubber boots. Step into the 3rd (inner) decon chamber.
2. Remove Tyvek suit, gloves and other PPE inside the 3rd chamber. After removal, roll up each article of clothing so that any soiled surfaces are to the center. Place removed garments in a 6 mil poly waste bag adjacent to the inner chamber. Dispose of soiled PPE along with containerized waste.
3. Still wearing respirator, move to 2nd (middle) chamber. Clean all body surfaces (including hair) and respirator surfaces with antibacterial soap and warm water. Take extra time to clean any skin that may have been accidentally exposed while in the work area.
4. Move to the first (outer) chamber. Remove and re-clean respirator thoroughly. Dry body and hair thoroughly with disposable towels. Place wet towels in 6 mil bag for disposal with containerized waste.
5. Move into outer changing area and don street clothes.

WASTE DISPOSAL

1. Maintain a dumpster adjacent to work area and as close as possible to the waste decon unit.
2. Insure that all waste is completely wrapped and decontaminated prior to transport through the building, as outside workers will not be wearing personal protective equipment.
3. Keep dumpster locked whenever it is not in use.
4. Coordinate transport and disposal to approved landfill (if necessary) with EH&S and Facilities Department. If material will be disposed of as normal construction waste, insure that the landfill is informed of the nature of the waste.

RE-ESTABLISHMENT OF THE WORK AREA

1. Prior to removing engineering controls, wipe down all remaining surfaces (walls, floors and other permanent items) with bleach/disinfectant solution. Dry with clean rags.
2. Call for inspection by the 3rd – party IH.
3. Maintain and operate the negative filtration system for a minimum of 24 hours following completion of cleaning operations but before removing critical barriers and returning the HVAC system to normal service.
4. During this 24 hour period, the Owner's representative will perform surface sampling inside the work area with a swab sampling kit. Samples will be analyzed for *general biological contaminants* / bacteria (present or absent).

5. Disconnect and remove negative filtration units at end of 24 hour settling period. Maintain critical barriers in place until results from clearance sampling have been received, usually 1 to 2 days.
6. Following a final inspection by the 3rd party IH, remove remaining critical barriers and signs. Make a final inspection of the work area for damage and or remaining soiled items.

Memo

To: Ms. Meredith Elguira melguira@cityofrh.net
Director, Planning & Community Services
City of Rolling Hills Estates

cc: Elaine Jeng – City Manager ejeng@cityofrh.net
VIA: email
proposal file (3995)

From: Duane Behrens
Ellis Environmental Management, Inc.

Phone: (310) 544 1837
Email: duanebehrens@ellisenvironmental.com

Date: April 13, 2020

RE: ***Monitoring & Clearances – Surface Bacteria Cleanup
City Hall
2 Portuguese Bend Road, Rolling Hills Estates, CA 90274***

Hi, Meredith. Costs associated with monitoring and clearance sampling during and after surface bacteria cleanup at the subject site are listed below. This is based on contractor performance, but recently ATI was able to clean an approximate 10,000 sq ft office space in a single shift. Costs include travel, administrative, and laboratory analysis.

Base Scope

Site services – site technician: Per shift costs: \$680/shift	\$	680.00
Chain-of-custody, travel – site technician – 1 hr @ \$85/hr	\$	85.00
Overnight shipping charges to lab	\$	150.00
Analysis – surface bacteria swabs, 48-hr TAT (includes shipping) 16 @ \$30/ea	\$	480.00
Drawing, Drafter, 2 hrs @ \$75/hr	\$	150.00
Tables, Project Engineer, 1 hr @ \$85/hr	\$	85.00
Draft report, IH Tech, 1 hr @ \$85/hr	\$	85.00
Final report, Project Manager, 1 hr @ \$120/hr	\$	120.00
Total Estimated	\$	1,835.00

Add Alternate (Monitoring/Clearance if Initial Samples Fail)

Site services – site technician: 1/2 weekday shift @ \$680/shift	\$	340.00
Chain-of-custody, lab drop, travel – site technician – 1 hr @ \$85/hr	\$	85.00
Analysis – surface bacteria swabs, 48-hr TAT (includes shipping) 9 @ \$30/ea	\$	270.00
Total Estimated	\$	695.00

The above is only an estimate. Whether more or less than the total shown, you will be invoiced only for those services actually provided.

www.ellisenvironmental.com

Enhanced Cleaning Procedures and Observation – City Hall

April 8th, 2020

Prepared For:

City of Rolling Hills, California

Meredith T. Elguira
2 Portuguese Bend Road
Rolling Hills, CA 90274

310.377.1521



N|V|5

NV5 – Alta Environmental
3777 Long Beach Blvd. Annex Building
Long Beach, CA 90807
Phone: 800.777.0605

CORH-20-9597

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1.0 PROJECT PURPOSE AND UNDERSTANDING

The City of Rolling Hills (City, Client) City Hall is located at 2 Portuguese Bend Road in Rolling Hills, California. Based on the building plan provided by the Client, the City Hall structure is a one-story building that containing approximately 17 rooms, plus an outdoor patio with a total ground area of approximately 4,000 square feet (sqft). The City has requested NV5 prepare a site-specific enhanced cleaning protocol and to provide cleaning observation of a thorough cleaning prior to allowing employees back into City Hall. The enhanced cleaning protocol is to include two scenarios: 1) a City employee or other person that has frequented City Hall tests positive for COVID-19 and 2) a precautionary cleaning with now known cases.

2.0 SCOPE OF WORK

NV5 proposes to perform the following Scope of Work. Work will be performed by experienced environmental, health and safety professionals under the supervision of a Certified Industrial Hygienist.

2.1 TASK 1: SITE VISIT WITH PROGRAM AND PHOTO DOCUMENTATION

The development of a COVID-19 site specific cleaning program starts with a visit to the facility by our trained staff members to document the various spaces, uses, the type/nature and variety of all surfaces, the high use areas, and all touch points. During the site visit we will take detailed notes and numerous photos to be used in the development of the site-specific deep cleaning specification protocol and verification checklists.

2.2 TASK 2: CLEANING PROCEDURE SPECIFICATION DOCUMENT

NV5 Certified Industrial Hygienist (CIH) will utilize the observations documented during the site visit to develop a specification document for enhanced cleaning practices to address the COVID-19 communicable virus specific for the properties and its amenities. The document will have cleaning protocols and practices to be followed for to mitigate the risk of viral infection and will be tailored specifically to the use and facilities focusing on all the various surfaces throughout the facility that people touch where transfer can occur. The specification documents will include a section with procedures, guidelines, and safety practices to be implemented when performing routine surface cleaning, and daily disinfection. It will also include a checklist that can be used to ensure all surfaces in the building are addressed during routine cleaning.

The specification document will be generated in an effort to provide enhanced cleaning procedures for purposes of mitigating occupant risk of viral infectious illness and will be based upon information and recommendations provided by the US Centers For Disease Control and Prevention (CDC), the World Health Organization (WHO), the American Industrial Hygiene Association (AIHA), Occupational Health and Safety Administration (OSHA), and US Environmental Protection Agency (EPA).

The specification document will be provided by the City to the City's selected cleaning and abatement contractor to follow during cleaning. NV5 will coordinate with the City and its cleaning/abatement contractor for scheduling of cleaning so that NV5 can provide 3rd party documentation and verification of cleaning to specifications.

2.3 TASK 3: OBSERVATION OF CLEANING PROCEDURES

NV5 trained technical personnel will observe the selected cleaning/abatement contractor during cleaning to assure that the specified protocols are followed as written. NV5 will observe, document, and verify that cleaning services are completed within the specifications through the use of prepared site-specific checklists based upon specification documents and photographs. A final report of findings and documentation of cleaning will be prepared upon completion of the project and will be signed by a Certified Industrial Hygienist.

NV5 will coordinate with the City selected cleaning abatement contractor regarding schedule.

3.0 COST

NV5 proposes to perform the identified services on a time-and-materials basis in accordance with the fee schedule attached to this proposal. The estimated cost for each task, plus the total scope of work, is summarized in the table below.

Task	Description	Cost
Task 1	Site Visit with Program and Photo Documentation	\$ 1,300
Task 2	Cleaning/Disinfection Procedure Specification Document	\$ 1,600
Task 3	Observation and Verification of Cleaning Procedures ¹	\$ 3,800
Total Tasks 1-3 (Estimated Time and Materials):		\$6,700

¹ We have assumed that the cleaning will consist three, eight-hour shifts

If the scope of NV5's work is to be expanded beyond the assumptions made in this document, NV5 will obtain further authorization. Attached hereto and incorporated herein please find NV5's Terms and Conditions and Standard Schedule of Fees. NV5 will invoice monthly and will request payment within 30 days of invoice submittals.

4.0 TEAM

The NV5 project team will consist of:

Project Role	NV5 Employee	Employee Title
Project Manager	Dave Schack	Principal
CIH	Cecile Felsher	Senior I
Site Inspector 2	Natalie Kvochak	Specialist II
Project Consultant	Courtney Henderson, MPH	Staff II

NV5 proposes to perform the identified services on a time-and-materials basis in accordance with the fee schedule

5.0 ASSUMPTIONS AND LIMITATIONS

NV5's review is limited to the data supplied by the Client and that which can be reasonably obtained at the site. NV5 will, in good faith, rely upon representations and information furnished by the Client with respect to operations and existing property conditions. The data collected during the project will be representative of the site conditions observed at the time of the investigation only. NV5 cannot be responsible for the impact of any changes in environmental standards, practices or regulations after performance of the services.

The anticipated deliverables within this project are outlined above but may change as the process of completing the work continues. NV5 will inform the Client if it is determined that the anticipated deliverables resulting from the conduct of the scope of work changed or will change.

6.0 AUTHORIZATION TO PROCEED

NV5 is prepared to begin work upon your authorization. Should you want us to begin the proposed services, please sign the authorization below, initial the terms and conditions, and return a copy to David.schack@NV5.com.

Name and Title

Signature

Date

We appreciate this opportunity to provide this proposal. Please do not hesitate to call Lisa Kay at (760)497-6287 or David Schack at (310)951-9482 should you have any question or concerns regarding this proposal. We look forward to working with you on this project.

For and on behalf of NV5



David Schack, CAC
Vice President, Site Assessment



Lisa Kay
COO

Attachments: General Terms and Conditions for Consulting Services Agreement
Standard Schedule of Fees

SCHEDULE OF FEES

Effective February 21, 2019

1. *Technical Services*

Technical service labor performed by Alta Environmental personnel for hours spent on project activities, including project management, office, field, and portal to portal travel time will be charged as follows:

Professional Personnel

Includes geologists, hydrogeologists, engineers, industrial hygienists, and scientists:

Senior Principal	\$ 235/hr	Associate III	\$ 135/hr
Principal	\$ 225/hr	Associate II	\$ 125/hr
Senior III	\$ 200/hr	Associate I	\$ 120/hr
Senior II	\$ 190/hr	Specialist III	\$ 95/hr
Senior I	\$ 175/hr	Specialist II	\$ 90/hr
Staff III	\$ 165/hr	Specialist I	\$ 75/hr
Staff II	\$ 160/hr	Project Scientist	\$ 53/hr
Staff I	\$ 150/hr		

Support Personnel

Financial Analyst II	\$ 80/hr
Administrative I	\$ 53/hr

2. *Legal Services*

- Preparation of declarations will be billed at 2.0 times the normal labor rate.
- Portal to portal travel to depositions will be billed at the normal labor rate. Out-of-town travel expenses to depositions will be billed at cost plus 15%.
- Deposition testimony will be billed at 2.0 times the normal labor rate. The labor charges apply to all time spent at the deposition, including discussions and breaks, other than meal breaks.
- Portal to portal travel for trial testimony will be billed at the normal labor rate. Court standby and trial testimony will be billed at 2.0 times the normal labor rate. A four hour minimum applies to trial appearances.
- Overtime for hourly or non-professional support staff will be billed at 1.5 times the normal labor rate.

3. *Travel and Subsistence Expenses*

Living and travel expenses incurred by Alta Environmental personnel will be charged at cost plus fifteen percent (15%).

4. *Materials, Subcontracts, and Equipment Rental Expenses*

Direct materials, equipment, outside services, and other expenses contracted for or incurred on behalf of a project will be charged at cost plus fifteen percent (15%). These disbursements include, but are not limited to field equipment, subcontractor services, materials and supplies. Equipment usage fees will be charged on a daily basis for Alta owned equipment. An automobile fee will be charged on a \$70 per day, or the current IRS federal mileage rate, whichever is greater.

5. *Billings*

Statements normally will be issued every two weeks, monthly, or at the completion of the project, and are payable within thirty (30) days, unless otherwise agreed. Interest at the rate of one and one half percent (1.5%) per month will be payable on any amounts not paid within thirty (30) days.

GENERAL TERMS AND CONDITIONS

FEES AND PAYMENT

1. The fee for services will be based on Alta Environmental (Alta's) standard hourly rates current at the time the work is performed as indicated on the applicable project proposal(s). These rates are evaluated each January 1st, following which time they are adjusted to reflect the then current rates for classifications given. Alta reserves the right to update rates at any time. Non-salary expenses directly attributable to the project like (1) living and traveling expenses of employees when away from the home office on business connected with the project, (2) identifiable communication expenses, (3) identifiable drafting and stenographic supplies and expenses, and (4) identifiable reproduction costs applicable to the work will be charged at cost plus a 15% service charge.
2. The fee for outside services will be at actual cost plus 15% of actual cost to cover overhead and administration.
3. Unless otherwise stated, any cost estimate is for budgetary purposes only and is not a fixed, lump-sum bid.
4. Monthly invoices describing the work performed and expenses incurred during the preceding month will be issued and will be payable within 30 days of receipt unless otherwise agreed.
5. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowable by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after the date of the original invoice and shall terminate upon request. Payments will first be credited to interest and then to principal. No interest charge will be added during the initial 30-day period following the date of invoice.
6. Deposit may be required, at the discretion of the Controller. Prior to the start of services, the Alta project manager will coordinate a deposit payment. The minimum deposit is \$2,500.00. The deposit will be applied to the final invoice.

COMMENCEMENT OF WORK

The work shall commence immediately upon receipt of notice to proceed, upon signing of the work proposal by an authorized Client representative, or receipt of verbal authorization from an authorized Client representative. If, after commencement of the work, the project is delayed for any reason beyond the control of ALTA for more than 90 days, the terms and conditions contained herein are subject to revision. In the event that the Client requests termination of the work prior to completion of a report, ALTA reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by ALTA necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred to the date of the stoppage of the work may be made at the discretion of ALTA. All proposals or estimates are valid for 90 days.

MISCELLANEOUS PROVISIONS

1. **BOOKS OF ACCOUNTS** - ALTA will maintain books of accounts of payroll costs, travel, subsistence, field and incidental expenses. Said books will be available at reasonable times to the Client at ALTA's office.
2. **INSURANCE** - ALTA will maintain insurance as will protect the Client from claims under the Workers' Compensation laws and from general liability claims for bodily injury, death, or property damage, which may arise from the negligent performance by its employees in the functions and services required under this agreement. ALTA's liability for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon ALTA (including for professional errors and omissions), will be limited to ALTA's general liability insurance coverage, which is maintained in limits exceeding \$1,000,000.
3. **WARRANTY AND LIABILITY** - ALTA warrants that its services are performed, within the limits prescribed by its Client, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports. To the fullest extent permitted by law, the total liability, in the aggregate, of ALTA including officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultants services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by ALTA under this Agreement. ALTA's liability shall be limited to injury or loss caused by the negligence or willful misconduct of ALTA, its subcontractors and/or its agents hereunder. ALTA has neither created nor contributed to the creation or existence of any hazardous substance, radioactive material, toxin, irritant, pollutant or other dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with potential risks of injury or loss that may be caused by exposure to such substances or conditions.
4. **DOCUMENTS** - All tracings, survey notes, and other original documents as instruments of service shall be limited in use to the respective scope described in the applicable project proposal. The Client agrees to hold harmless, indemnify, and defend ALTA against all damages, claims, expenses, and losses arising out of any use of such documents that does not coincide with the applicable proposal.
5. **TERMINATION OR ABANDONMENT** - If any portion of the work is terminated or abandoned by the Client, then the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to the completion of any phase of the project, the fee for services performed during such phase shall be based on ALTA's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse ALTA for termination costs.
6. **EMPLOYMENT** - Client agrees not to employ any ALTA employee without the express written consent of ALTA principals while said employee is employed with ALTA and within six (6) months after their departure from ALTA. If the client hires any ALTA employee without said consent, it would be impracticable or extremely difficult to fix the actual damages therefrom, and therefore client agrees to pay as damages an amount equal to the annual gross salary of each employee in addition to fees for accrued or invoiced work completed by said employees.
7. **REVISION OF TERMS** - If notice to proceed is delayed for any reason beyond 90 days, the terms contained herein are subject to revision.
8. **ATTORNEYS' FEES** - If any action at law or in equity is necessary to enforce or interpret these terms and conditions, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire terms and conditions.
9. **SUCCESSORS AND ASSIGNS** - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the contract shall be made without written consent of the parties to the agreement.
10. **INDEMNIFICATION** - The Client shall indemnify and hold harmless ALTA from all losses, claims, expenses, damages, liabilities, or obligations of any kind (including legal fees and expenses) arising from or connected with the performance of its duties under this agreement, except for losses, claims, expenses, damages, liabilities, or obligations arising from or connected with ALTA's willful misconduct or breach of its obligations under this agreement. ALTA is not responsible for any errors, omissions, or late submittals due to governmental agency errors or governmental computer/server problems.





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.D

Mtg. Date: 06/08/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH RINCON TO UPDATE THE GENERAL PLAN'S SAFETY ELEMENT.

DATE: June 08, 2020

BACKGROUND:

On May 26, 2020, the City Council approved Rincon's proposal to update the City's General Plan's Safety Element and directed staff to finalize the service agreement.

DISCUSSION:

In 2019, the City of Rolling Hills was awarded a Cal OES grant to update the City's Safety Element. The Safety Element update will be prepared in compliance with the California General Plan Guidelines. The final Safety Element will be reviewed by Cal-OES and approved by FEMA prior to the City Council's adoption. The update will take approximately fourteen months to complete to meet the Grant deadline requirement of August 2021.

On April 13, 2020, staff advertised a Request for Proposal (RFP) for professional consultant firms to submit proposals to provide Safety Element update services. 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 comply with the California General Plan Guidelines and meet the requirements of the CalOES Grant in timely manner. On May 8, 2020, two (2) proposals were received. Each proposal was evaluated based the proposer's expertise, experience, project approach, use of resources, and dedication of staff. Based on the RFP'S evaluation criteria, Rincon Consultants, Inc. was identified as being the more qualified firm that submitted proposals for this RFP.

FISCAL IMPACT:

The cost to update the Safety Element is \$63,190. Of this amount \$47,393 (75%) of the total cost would be funded by the Cal OES grant. The City would fund the remaining \$15,797 from general fund. In the proposed budget for FY 2020-2021, the total amount was programmed to update the Safety Element. The Finance Department will create tracking account to monitor expenditures and reimbursement from

CalOES throughout the life of the project.

RECOMMENDATION:

Staff recommends that the City Council approve the Professional Service Agreement with Rincon Consultants, Inc. to update the City's General Plan's Safety Element in an amount not to exceed \$63,190.

ATTACHMENTS:

[Rincon Professional Services Agreement for Safety Element Consultant Services.pdf](#)

[Rincon Exhibit A Scope of Work for Safety Element Revision.pdf](#)

[Rincon Exhibit B Fee and Cost Schedule for Safety Element Revision.pdf](#)

AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL PLAN SAFETY ELEMENT UPDATE

This Agreement is made and entered into on June 8, 2020 by and between the City of Rolling Hills (hereinafter referred to as the "City"), and Rincon Consultants, Inc. (hereinafter referred to as "Consultant").

RECITALS

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

B. The City desires to contract for consulting services to assist with its General Plan Safety Element update.

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

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective upon execution by both parties and will remain in effect until October 31, 2021 unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

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

4.0 COMPENSATION FOR SERVICES.

4.1 The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit B, the Fee and Cost Schedule, subject to a do not exceed amount in the amount of \$63,190. No additional

compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.2 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

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

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

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

6.0 TERMINATION. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party thirty (30) calendar days written notice of such termination and the effective date thereof.

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

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

Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

7.0 INSURANCE.

7.1 Without limiting Consultant's obligations arising under paragraph 8 - Indemnity, Consultant shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover Consultant, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

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

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

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

7.1.4 Professional Liability Coverage for professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or its officers, employees, or agents during the time this Agreement was in effect.

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

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

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

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

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

9.0 GENERAL TERMS AND CONDITIONS.

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

9.2 Subcontracting. The Consultant shall not be permitted to subcontract any portion of this Agreement without the express written consent of the City.

9.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services

and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

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

9.5 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants, or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement. Each Consultant employee shall remain in the fulltime employ of Consultant, and the City shall have no liability for payment to such Consultant employee of any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for the City.

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

9.7 Legal Construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:
Elaine Jeng, P.E.,
City Manager
2 Portuguese Bend Road
Rolling Hills, CA 90274
TEL (310) 377-1521
FAX (310) 377-2866

CONSULTANT:
Joe Power, MA, Vice President
Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, California 90012
TEL (213) 788-4842
FAX (213) 788-4842

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

11.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of

Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of

Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

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

City Initials _____

Consultant Initials _____

This Agreement is executed on _____, 2020, at City of Rolling Hills, California.

CITY OF ROLLING HILLS:

CONSULTANT:

Elaine Jeng, P.E., City Manager

By: Joe Power, MA

ATTEST:

Yohana Coronel, City Clerk

APPROVED AS TO FORM:

Michael Jenkins, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE AND COST SCHEDULE

1 Background and Project Summary

The City of Rolling Hills is seeking proposals to prepare a comprehensive update to the Safety Element of the City's General Plan, which was last updated in 1990. The City has been awarded Cal Office of Emergency Services (OES) funding to update the Safety Element. Rolling Hills encompasses about three square miles and, per the 2010 Census, has a population of 1,860. Incorporated in 1957, the City is completely residential and maintains a rural ranch-like character, with no traffic lights, large spaces between houses, and wide equestrian paths along streets. No hospitals, commercial uses, corporations, or transportation corridors are located within the City limits. The City owns several properties within the City but only one property – City Hall - has a structure: City Hall. Throughout its history, Rolling Hills has dealt with various natural hazards, including earthquakes, wildfires, droughts, and land movement. As the population of the City continues to age, the exposure to hazards creates an even higher risk than previously experienced.

Prior to incorporation, the County of Los Angeles determined that a portion of the City known as the Flying Triangle is in a landslide area. At the time, the area was vacant, but the County allowed this area to be developed. In 1973, a large fire in the Flying Triangle burned vegetation as well as homes, stables, and other structures. All the homes were rebuilt, with a signed waiver to ensure that the owners were aware that this is a slide area and indemnifying the City and County from any liability.

The City has also been identified as being located in a "Very High Fire Hazard Severity Zone". As a result, the City has amended its building and safety codes to include special requirements such as fire-rated materials for new construction.

The Safety Element update will incorporate the following recently enacted State mandates:

- SB 1241 – Fire Hazard Safety
- SB 379 – Natural Hazard Adaptation and Resiliency
- AB 2140 – Integration of Local Hazard Mitigation Plan

The Safety Element update will include:

- Updates to relevant maps
- Incorporation of references to relevant maps in the Safety Element text
- Relevant technical updates

The updated Safety Element will identify hazards and hazard abatement provisions relating to:

- Seismic Hazards
- Fire Hazards
- Landslides

Policies may also address hazard abatement provisions relating to:

- Crime and Police Services
- Electromagnetic Fields (EMF)
- Hazardous Waste
- Land Use

The Safety Element Update will be prepared in compliance with the recently updated California General Plan Guidelines. The final Safety Element will be reviewed by OES and approved by the Federal Emergency Management Agency (FEMA) prior to City Council adoption.

2 Methodology

The Rincon team's proposed work program is described below. To ensure that the City's needs are met and that the schedule for the project is expedited as necessary to meet grant requirements, the entire team will effectively serve as an extension of City staff. To that end, we will manage all aspects of the work program, limiting City staff involvement to coordination meetings, review of internal work products, and assistance in coordinating community meetings/workshops. We will proactively manage all aspects of the assignment, establishing project timelines consistent with grant requirements and prompting staff for needed input and decisions as necessary to keep the process moving forward. We anticipate having bi-weekly check-in calls to ensure that City staff are aware of the project status and that issues are addressed in a timely manner.

Task 1 Project Kick-Off and Existing Conditions

Task 1.1 Project Kick-Off Meeting with City Staff

The Rincon team will prepare for and participate in a formal kick-off project meeting with City staff and the Fire Department to discuss the refined scope and project schedule and collect relevant information, set-up advisory committee lists, and further familiarize the team with key concerns in the City. This meeting will be either in person or via teleconference, depending on the COVID-19 situation.

Task 1.2 Existing Conditions Report

This Existing Conditions Report will serve as the basis for the Safety Element Update since it will inform the goals, policies, and objectives needed to address identify natural and human-related hazards. Rincon will compile available data and investigate any gaps in knowledge to identify natural and human-related hazards. We will collect and share data according to the City's specification (e.g., coordinate system and projection for spatial data) and share data with the City using a project geodatabase. All spatial data will be compiled into an ArcGIS online-mapping database that will be shared with the City to aid in data review.

We have extensive experience collecting the data needed to address these hazards and showcasing them in a format that is useful not only to planners, but other City staff and the public (See [interactive online mapping tool for Rancho Mirage General Plan Update](#)). We also have the field experience to supplement existing data with primary data collection for any areas that the City may have specific concerns about. We will also coordinate with the Fire Department to gather additional data and conduct an interview to inquire about: availability of additional data, on-going fire management efforts, and existing or upcoming standards.

The assessment will be presented in a technical report that addresses the following topics in accordance with State requirements.

Hazard Type	Main Concern	How Rincon Will Assess	Existing Resources
Natural Hazards			
Seismic risks	Continued but relatively low-risk due to fault rupture, ground shaking, tsunami, dam failure, subsidence, liquefaction.	Utilize most recent seismic information to map risks throughout City. Evaluate whether current City policies need to be updated to address new areas of risk or be consistent with updated State Guidelines.	<ul style="list-style-type: none"> California Geological Survey Mapping Alquist Priolo Fault Map General Plan Guidelines Mapping Tool
Flooding	Higher precipitation events may lead to flash flooding.	Identify known areas vulnerable to flooding and review and potentially update city-wide flood maps.	<ul style="list-style-type: none"> FEMA Mapping General Plan Guidelines Mapping Tool
Wildland and Urban Fires	The City is in a designated high fire severity zone.	Identify fire hazards zones and coordinate with surrounding cities and Los Angeles County regarding potential emergency communication policies and protocol.	<ul style="list-style-type: none"> CalFire Mapping Los Angeles County Fire Mapping
Climate Change Effects	Climate change may the risk associated with extreme heat, drought, and air quality pollution.	Review climate change modeling provided by CalAdapt and determine if any information gaps exist and need to be supplemented with other resources.	<ul style="list-style-type: none"> CalAdapt
Human-Related Hazards			
Hazardous Waste	Continued risks due to hazardous waste sites.	Compile and re-map hazardous waste sites and Hazardous emission generators (such as from AB 2588 Toxic Hot Spots inventory).	<ul style="list-style-type: none"> SWCRB's Geotracker Database DTSC's EnviroStor Database Cortese List
Peak Load Water Supply Requirements	The delivery of peak water load may stress the integrity or capacity of existing water supply infrastructure.	Characterize existing water supply infrastructure, including age and size of storage and transmission facilities. Assess how existing infrastructure is accommodated to facilitate peak load water supply demand.	<ul style="list-style-type: none"> Local water purveyors
Minimum road widths and clearance around structures	Status and maintenance of road widths and clearances in risk areas.	Evaluate road widths and clearances in potential risk areas and identify potential deficiencies.	<ul style="list-style-type: none"> CalFire General Plan Guidelines Rolling Hills 2017 Local Hazard Mitigation Plan Rolling Hills Wildfire Mitigation Survey
Evacuation Routes	Sufficient evacuation capacity and protocol	Review existing evacuation plans and work with City staff to assess evacuation needs.	<ul style="list-style-type: none"> Rolling Hills 2017 Local Hazard Mitigation Plan Rolling Hills Wildfire Mitigation Survey

In addition to the above, we will address such issues as crime and police services and electromagnetic fields (EMF). Data and recommendations regarding crime/police will be obtained in coordination with the Lomita Station of the County Sheriff's Department. EMF data and any recommendations will be from various sources, such as the National Institute of Environmental Health Sciences and the National Institute for Occupational Safety and Health.

Deliverables

Agenda for and attend one project kick-off meeting, summary of meeting notes, Existing Conditions Report (in Microsoft word and Adobe PDF format, including 8 hours of addressing City review with consolidated comments); ArcGIS online-mapping database (for internal use).

Task 2 Preparation of the Safety Element Update

Task 2.1 Element Outline

Rincon will prepare an outline of the Safety Element for staff review and approval before drafting the Element. The outline will incorporate information gathered from the existing conditions report, the Existing Safety Element, advisory meetings, community meetings, and public hearings.

Task 2.2 Administrative Draft Element

The Element will include information about the regulatory and governance issues surrounding natural and human-related hazard abatement including applicable local, state, and federal policies and regulations. Rincon will use the State's Office of Planning & Research 2017 General Plan Guidelines to update the Safety Element to ensure consistency with the State's latest requirements and guidance, including: SB 379 *Vulnerability and Adaptation*; SB 1241 *Fire Risks*; and SB 1030 *Safety Element Update Requirements*. Rincon's primary objective will be to develop a document that is actionable, with information aimed at implementation of hazard abatement provisions to guide local decisions related to zoning, subdivisions and entitlement permits. Rincon will present the background information and policies in a clear, informative way, with graphics showing hazards in a digestible way. Strategies for specific areas of Rolling Hills will be shown with maps for context. Meeting summaries and reports produced in earlier tasks will be designed to be integrated into the Element as discrete technical appendices.

The Safety Element Update will focus on ensuring alignment with and/or integration of other City plans such as the Local Coastal Plan and the local Hazard Mitigation Plan. The Element will set up the framework for any necessary municipal code updates, including the potential for a disaster recovery ordinance to help the City organize and expedite recovery in advance of a declared disaster and to mitigate hazardous conditions before and after such a disaster.

Task 2.3 Public Review Draft Element

Rincon will respond to one round of consolidated City comments on the Administrative Draft Element in addition to comments received at the Safety Element Advisory Committee Meeting (Task See 3.3). The [Public Review Draft Safety Element will also be submitted to Cal OES/FEMA](#) for review. Comments provided by the public and Cal OES and FEMA will be addressed before the Draft Element goes to City Council.

Task 2.4 Final Safety Element

Rincon will inventory all public comments on a comment/proposed response sheet for review/concurrence by the City's project lead. We will flag conflicting comments and consult with City staff to rectify them. We will seek sign-off on the comment/response sheet before incorporating changes into the final Element. The final Element will be formatted and designed to facilitate ease of use.

The Final Safety Element Update document will be designed in a manner that is concise, highly graphical, and easy to use. Graphics will be developed in design software and placed into a word document. The final PDF document will be interactive as it will contain hyperlinks, bookmarks, page transitions and buttons.

Deliverables

Safety Element Update Outline, Administrative Draft, Public Review Draft, and Final Element (in Microsoft word and Adobe PDF format, including 20 hours of addressing City review with consolidated comments).

Task 3 Community Engagement Program

We believe an effective community outreach program creates confidence in the planning process, promotes broad-based understanding, and reflects the interests and needs of the community.

RRM will work with City staff and Rincon Consultants to develop, refine, and customize an outreach process that will effectively educate, build interest and obtain consensus regarding the project. As part of the strategy, existing City communication channels will be leveraged, such as the Rolling Hills News. Preliminarily, the outreach strategy provides for the following activities. Activities will be either in person or via teleconference, depending on the COVID-19 situation.

Task 3.1 Safety Element Advisory Committee Meetings

In collaboration with City staff, the project team will identify departments, agencies, individuals, and small groups of interest-based stakeholders with local knowledge of the community area and facilitate Safety Element Advisory meetings to obtain targeted feedback related to existing conditions, specific concerns and issues, and policy recommendations. The Safety Element Advisory Committee will include City staff, decision-makers and representatives of contracted services for the Los Angeles County Fire Department, Los Angeles County Sheriff's Department, building services provider, and other affected agencies and organizations. Additional members may potentially include representatives from local organizations such as the Block Captains, Caballeros Club, and senior's organizations. City staff will be responsible for meeting notification, facility, and logistics.

Task 3.2 Workshops/Study Sessions

Up to one workshop and two study sessions are assumed at key project stages. This will include one study session with Planning Commission and one study session with City Council with the broader community invited. There will also be a community open house to present draft Safety Element concepts and get community feedback before the draft Element is released. Efforts during the first phase of the project are intended to focus on refining Safety Element direction, gathering information, and assessing current conditions. Subsequent community engagement will present concepts and confirm direction. Rincon will lead all study sessions and workshops with assistance from RRM. RRM will be responsible for creating materials associated with workshops/study sessions. City staff will be responsible for meeting notification, facility, and logistics.

We welcome further discussion to refine the community engagement task to include online engagement/surveys, additional community workshops, or other outreach strategies to best serve the effort and reflect City priorities. Flexibility during this time of uncertainty is particularly important and

providing an adept and responsive outreach program will be needed. This task provides a number of hours that can potentially be reallocated to support different types of engagement activities.

Deliverables

Refined community engagement strategy memorandum, Up to two (2) Safety Element Advisory Committee Meetings, up to two (2) study session, and up to one (1) Public Workshop.

Task 4 Public Hearings

Task 4.1 Attendance at Public Hearings

Rincon will attend and respond to questions regarding the Safety Element at two public hearings. The team will take notes of comments and make the necessary revisions based on feedback provided by the City decision makers. Rincon will also attend an additional public hearing before the City Council for adoption of the Safety Element Update.

Deliverables

Attendance at two public hearings and addressing any public hearing comments in the Safety Element Update.

Estimated Schedule

Task	June 2020	July 2020	Aug 2020	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	June 2021	July 2021	Aug 2021
Task 1.1 Project Kick-Off Meeting with City Staff	Work in Progress											
Task 1.2 Existing Conditions Report	Work in Progress	City Review	City Review	City Review								
Task 2.1 Element Outline		City Review	City Review	City Review								
Task 2.2 Administrative Draft Element		Work in Progress	Work in Progress	Work in Progress	Work in Progress	Work in Progress	Work in Progress	Work in Progress				
Task 2.3 Public Review Draft Element									Public Review	Public Review		
Task 2.4 Final Safety Element											Public Review	Public Review
Task 3.1 Advisory Committee Meetings				Meetings/Workshops	Meetings/Workshops							
Task 3.2 Workshops/Study Sessions				Meetings/Workshops	Meetings/Workshops						Meetings/Workshops	
Task 4.1 Attendance at Public Meetings											Public Review	Public Review

Public Review

Work in Progress

City Review

Meetings/Workshops

Hearing (Potential Dates)



Fee Schedule

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$240
Director II	\$240
Principal I	\$220
Director I	\$220
Senior Supervisor II	\$205
Supervisor I	\$195
Senior Professional II	\$175
Senior Professional I	\$160
Professional IV	\$145
Professional III	\$130
Professional II	\$115
Professional I	\$105
Associate III	\$95
Associate II	\$90
Associate I	\$82
Project Assistant	\$75
Senior GIS Specialist	\$140
GIS/CADD Specialist II	\$125
GIS/CADD Specialist I	\$112
Technical Editor	\$112
Production Specialist	\$88
Clerical	\$75

*Professional classification includes environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided), \$0.36 (double-sided)
Photocopies – Color	\$1.50 (single-sided), \$3.20 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W), \$3.20 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15.00 (CD) and \$20.00 (flash drive)
Light-Duty and Passenger Vehicles*	\$85.00/day
4WD and Off-Road Vehicles*	\$135.00/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles

Other Direct Costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 10 days from receipt.



Cost Estimate



RINCON CONSULTANTS, INC.

City of Rolling Hills, General Plan Safety Element Update

Cost Estimate

Tasks	Rincon Labor Classification →			Principal II / Director II	Senior Professional I	Professional III	GIS/CADD Specialist I	Clerical/Administrative Assistant I
	Labor Cost	Direct Expense	Hours					
Task 1: Project Kick-Off and Existing Conditions Report				\$240	\$160	\$130	\$112	\$75
Task 1.1 Project Kick-off	\$1,920	\$137	10	4	6			
Task 1.2 Existing Conditions Report	\$10,622		76	6	16	36	16	2
Task Subtotal	\$12,542	\$137	86	10	22	36	16	2
Task 2: Preparation of the Safety Element Update								
Task 2.1 Element Outline	\$1,080		7	1	2	4		
Task 2.2 Administrative Draft Element	\$10,355		71	8	16	36	10	1
Task 2.3 Public Review Draft Element	\$6,227		43	4	12	20	6	1
Task 2.4 Final Safety Element	\$4,851		32	4	12	12	3	1
Task Subtotal	\$22,513		153	17	42	72	19	3
Task 3: Community Engagement Program								
Task 3.1 Safety Element Advisory Committee Meetings	\$3,520		18	8	10			
Task 3.2 Workshops/Study Sessions	\$3,520	\$411	18	8	10			
Task Subtotal	\$7,040	\$411	36	16	20			
Task 4: Public Hearings								
Task 4.1 Attendance at Public Hearings (2)	\$4,000	\$274	20	10	10			
Task Subtotal	\$4,000	\$274	20	10	10			
SUBTOTAL COST	\$ 46,095	\$ 822	\$ 295	\$ 12,720	\$ 15,040	\$ 14,040	\$ 3,920	\$ 375

Direct Cost Detail

Vehicle Costs	\$ 822
Subconsultant - RRM (Outreach Program)	\$ 9,850
Subconsultant - Wildland Fire Specialist	\$ 4,300
General and Administrative	\$ 2,123
Subtotal Additional Costs:	\$ 17,095

Summary

Professional Fees Subtotal	\$46,095
Direct Costs Subtotal	\$17,095
TOTAL PROJECT BUDGET	\$ 63,190



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.E
Mtg. Date: 06/08/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE A CONTRACT WITH DEVELOPMENT PERMIT TRACKING SOFTWARE.

DATE: June 08, 2020

BACKGROUND:

On May 26, 2020, the City Council approved subscription to iWorQ's permit tracking system and directed staff to finalize the subscription agreement.

DISCUSSION:

As the City continues to adopt digital technology to improve customer service and project delivery, permit tracking is one of the critical components that will help reduce manual and labor-intensive work. Project time savings translate to money savings for residents. Automating planning and code enforcement workflows make the process more efficient, consistent and transparent. Staff will be able to accomplish more with better tools.

With limited staff, the City needs to use technology to help optimize project management and production. The IworQ software will help improve processes which typically add time to plan reviews and approvals. It will improve the City's record files and record management and thus, staff will be able to respond to inquiries more quickly with more accurate information. Applicants will be able to submit applications and receive approvals electronically from anywhere in the world. Lastly, the program will also help ensure public compliance with city code by managing complaints and violations quickly and efficiently.

FISCAL IMPACT:

The subscription to IworQ will cost \$4,000 annually with a one time set up of fee of \$1,000. There is sufficient budget in FY 2019/2020 in the Planning Department to fund the subscription to the permit tracking program.

RECOMMENDATION:

Staff recommends that the City Council approve a contract for subscription to iWorQ's permit tracking software.

ATTACHMENTS:

[Agreement with iWorQ - Zoning Permit and Code Enforcement Tracking_.pdf](#)

CITY OF ROLLING HILLS

AGREEMENT FOR PERMIT AND CODE ENFORCEMENT TRACKING

THIS AGREEMENT FOR PERMIT AND CODE ENFORCEMENT TRACKING SERVICES ("Agreement") is made and entered into as of _June 5, 2020, by and between the **CITY OF ROLLING HILLS**, a municipal corporation ("City"), and **IWORQ**, a limited liability company (the "Consultant").

R E C I T A L S

- A. City desires to retain Consultant to provide the City with website redesign, hosting, and software services;
- B. Consultant is well qualified by reason of education, training, and experience; and
- C. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

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

1. **Services.** Consultant shall furnish all materials and perform all work required for performance of the following Services including, but not limited to, the following:

A. **Hosting Services.** Consultant shall store City Data, which is further defined in Section 4 of this Agreement, on the Amazon Web Services GovCloud. Consultant shall ensure that all electronic transmission or exchange of City Data takes place via encrypted secure means (using HTTPS or SFTP or most current electronic encryption methods). Consultant shall also ensure that all City Data exchanged shall be used expressly and solely for the purposes enumerate in this Agreement. Consultant shall maintain a backup of City Data on a local hard drive at the physical location of (Logan, UT). Consultant shall back up the data once weekly. Consultant shall make a copy of City Data available to City within 30 calendar days of a request. Consultant shall notify City in advance if it changes providers for hosting of City Data.

B. **iWorQ Software Services.**

i. Consultant shall provide City with iWorQ Software with a customized portal which will allow City to manage its zoning and code enforcement cases. The IWorQ Software shall at a minimum allow the City to do the following:

- 1. Track projects, inspections, contact information for property owners and their agents, code violations, fees, and other activities;

2. Generate an unlimited number of reports;
3. Generate reports in the field through the use of a mobile device;
4. Populate up to three (3) custom letters and three (3) custom forms;
5. Access Consultant's template library;
6. Draw and annotate on residential plans;
7. Save data in layers on residential plans; and
8. Place watermarks on residential plans.

ii. Consultant shall upload City-provided parcel information to Consultant's GIS Map, which information shall only be accessible to City.

iii. Upgrades and Advance Notice: Consultant shall provide City with any available upgrade and shall give advance notice to City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software, or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

iv. Response to Issues. Consultant will provide verbal or written responses to issues identified by City in an expeditious manner.

C. Training. Consultant shall provide unlimited training from 6:00 a.m. to 5:00 p.m. Mountain Standard Time through telephone conference calls, webinars, and online screen share. Consultant shall also provide training through its annual, national users' conference, written manuals, and web videos.

D. Data Storage. City is limited to uploads of up to 25 MB per file and 300 GB total storage.

E. Implementation Phase

i. Phase 1: Initiation Phase

1. Consultant shall assign an account manager to work with City to begin the setup and training process.
2. City will complete and provide Consultant with worksheets that will allow Consultant to populate data into its IWorQ Software dropdown fields.

3. City will send Consultant City Data, which is further defined in Section 4 (City Data) of this Agreement.
 4. Consultant shall convert City Data into an electronic (relational database) format.
 5. Consultant shall store City Data in its secure, hosted (SaaS) data center utilizing Amazon Web Services GovCloud.
 6. Consultant shall facilitate the installation of IWorQ Software on City devices.
- ii. Phase 2: Planning Phase
1. Consultant shall collaborate with City to create customized IWorQ Software for City.
 2. Consultant shall create a project plan, which includes project timelines, goals, priorities, and responsibilities, subject to City's approval.
 3. Consultant shall populate three (3) customized letters and three (3) customized forms in the City's portal of the IWorQ Software.
- iii. Phase 3: Executing Phase
1. Consultant shall collaborate with City to build data interfaces, migrate data, and configure the IWorQ Software.
 2. Consultant shall train City on IWorQ Software usage. Consultant shall help City staff understand approaches, methodologies, and best practices for making decisions about configuring the IWorQ Software to make its use the most efficient.
- iv. Phase 4: Go Live
1. City shall be able to use the IWorQ Software for its zoning cases and code enforcement cases.
 2. Consultant shall train City staff to enter data into the IWorQ Software. Every City staff member will receive training relating to their role with the system.
- v. Phase 5: Closing Phase
1. Consultant shall continue to work with City by answering any questions and resolving any configuration issues.

2. Consultant shall coordinate a project closure meeting with City to ensure a smooth transition from Consultant's configuration team to its customer support team headed by Josh Cottrell and Dalton Mickelsen.

vi. Phases 1 through 5 identified in Section 1 (E)(i) through (v), above, shall be completed within 90 calendar days of execution of this Agreement, dependent upon the availability of City staff to ensure a swift set-up.

2. Payment.

City agrees to pay Consultant for the services required by this Agreement \$5,000.00 for the initial one-year term, representing the total cost for all labor, equipment, supplies, expenses, and materials incurred by Consultant portal to portal. The City's first payment of \$5,000.00 for the first year shall be paid within 30 days of receipt of invoice from Consultant following complete execution of this Agreement. Any subsequent, annual payments in the amount of \$4,000.00 shall be paid on the anniversary of complete execution of the Agreement. Consultant shall submit invoices for those subsequent, annual payments to the City at least thirty calendar days before the anniversary of complete execution of the Agreement. City will make payment within 30 days of receipt of an invoice if it decides to renew the services for another calendar year. Any services not provided for in this Agreement may be authorized by the City in writing by way of amendment to this Agreement, and compensation therefore shall be agreed upon in advance by the parties in advance and in writing by way of amendment to this Agreement.

3. City Data.

A. Type of data. City Data includes: (a) City Zoning Data; (b) City Code Enforcement Data; and (c) any data that is collected, used, processed, stored, or generated as a result of the use of Consultant's services.

i. City Zoning Data includes: (a) City zoning forms, such as zoning applications, approvals, denials, resolutions, permits, covenants, certificates of compliance, and letters; (b) applicant submitted data, which includes the following: name, mailing address, telephone number, email address, property address, and legal description of property of applicant; name, address, and telephone number of applicant's agent; and building and architectural plans; (c) City comments and notes on such City zoning forms and applicant submitted data; and (d) City-executed approvals, denials, resolutions, permits, covenants, certificates of compliance, and letters.

ii. City Code Enforcement Data includes: (a) City code enforcement forms, such as notices of violation, notices of office conference, notices of nuisance abatement, and letters; (b) resident information, which includes: name, mailing address, telephone number, email address, property address, and legal description of property of applicant; (c) City-executed notices of violation, notices of office conference, notices of nuisance abatement, and letters

B. Ownership of City Data. City owns all rights, including all intellectual property rights, in and to City Data to the extent allowable by law and any derivative works of City Data will remain the exclusive property of City. The records prepared by Consultant under Section 1 of this Agreement shall be the property of the City and may be used, modified, updated, and replaced in City's sole and absolute discretion. It is understood that these records are public records subject to inspection and copying under the California Public Records Act. Notwithstanding the foregoing, the City acknowledges that IWorQ Software is the proprietary information and trade secret of Consultant and this Agreement grants no title or rights of ownership to the IWorQ Software. The IWorQ Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. City shall not (a) copy or otherwise reproduce, reverse engineer, or decompile all or any part of the IWorQ Software; (b) make alterations to or modify the IWorQ Software; (c) grant sublicenses, leases, or other rights; or (d) permit any party access to the Licensed Software for purposes of programming against it.

C. Confidentiality of City Data. Consultant agrees that all City Data shall be held in confidence and shall only be used in performance of the Agreement. Consultant shall not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose City Data to any third party without the City's prior written consent except that Consultant shall be allowed to upload City Data to the Amazon Web Services GovCloud for the limited purpose of hosting the data as set forth in Section 1 of this Agreement.

D. Data protection.

i. Protection of City Data shall be an integral part of the business activities of Consultant to ensure there is no inappropriate or unauthorized access or use of City Data at any time. To this end, Consultant shall safeguard the confidentiality, integrity, and availability of City Data and shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures shall be in accordance with recognized industry practice.

iii. Consultant is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Consultant's own purposes or later use. Consultant shall not access City Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Agreement, or (4) at City's written request. Unauthorized use of City Data by Consultant or third parties is prohibited. For purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by the service for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

E. Data breach. In the event of any City Data security breach, act, error, omission, negligence, or misconduct that compromises or is suspected to compromise security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the

security, confidentiality, or integrity of City Data, Consultant shall carry out the duties set forth in California Civil Code Section 1798.82.

4. Term and Termination.

The term of this Agreement shall commence upon execution by both parties and terminate upon expiration of the one-year term of this Agreement unless extended by mutual agreement of the parties. This Agreement may be terminated at any time without cause by either party giving thirty (30) days' advance written notice of termination to the other party following completion of the initial 1-year term. In the event of a breach or a default in the performance of this Agreement, the non-defaulting party may terminate the Agreement immediately, provided that the defaulting or breaching party has failed to cure or to make reasonable progress towards curing the default within ten (10) calendar days of receipt of notice demanding a cure. If this Agreement is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the City, the Consultant shall, within thirty (30) calendar days after receipt of such written request, deliver and turn over to the City all of its preparation and work on documents which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all other data and materials of whatever type that have been gathered by the Consultant, and contemplated to be used or actually used, in the preparation of the services identified in Section 1 of this Agreement.

5. Insurance.

A. Without limiting Consultant's obligations arising under Section 7 of this Agreement (Indemnity), Consultant shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover Consultant, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

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

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

iv. Professional Liability Coverage. The Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging

negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subconsultants, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

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

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

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

6. Indemnity.

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

7. Quality of Work Performed. All work shall be performed to the highest professional standards.

8. Personnel. City has engaged Consultant by virtue of the specialized expertise and reputation in the field of software set-up for government agencies. Consequently, all work shall be performed by Consultant.

9. Compliance with All Laws. Consultant shall comply with all City, State, and Federal laws in the performance of its services.

10. Assignment/Subcontracting. Consultant shall not be permitted to subcontract or assign any portion of this Agreement without the express written consent of the City. The performance of either party's duties are also not delegable without the prior written consent of

the other party. Any attempted or purported subcontract, assign, or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

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

12. Non-discrimination. Consultant shall not discriminate in the hiring of employees or in the employment of subconsultants on any basis prohibited by law.

13. Independent Contractor. Consultant is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Consultant or any of the Consultant's employees, except as herein set forth. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. City shall issue Consultant a Form 1099 in connection with the compensation paid hereunder, and Consultant shall pay all required taxes on amounts paid hereunder.

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

**CITY: City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274
ATTN.: Elaine Jeng, City Manager
Facsimile: 310-377-7288
Email: ejeng@cityofrh.net**

**CONSULTANT: iWorQ Systems Inc.
1125 W 400 N
Logan, UT 84321
ATTN.: Adam Laing, VP of Business Development
Phone: 435-755-5126
Email: alaing@iworq.com**

Notice shall only be given by personal delivery, facsimile, e-mail, overnight delivery, or certified or registered mail with return receipt. Notice will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt if sent by certified or registered mail with return receipt requested.

15. **Governing Law and Jurisdiction.** The laws of the State of California govern this Agreement and Consultant hereby submits to the exclusive jurisdiction of the California courts.

16. **Conflict of Interest.** Consultant affirms and warrants that she has no financial, contractual, or other interest or obligation that conflicts with or is harmful to the performance of her obligations under this Agreement. Consultant shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

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

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

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

CITY OF ROLLING HILLS

CONSULTANT

ELAINE JENG
CITY MANAGER

DATE:_____

DATE:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 6.A
Mtg. Date: 06/08/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: TERRY SHEA, FINANCE DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 1253 ADOPTING THE 2020/2021 FISCAL YEAR BUDGET AND RESOLUTION NO. 1254 ESTABLISHING THE ANNUAL APPROPRIATIONS GANN LIMIT FOR THE CITY OF ROLLING HILLS.

DATE: June 08, 2020

BACKGROUND:

CITY COUNCIL WORKSHOP

On May 26, 2020 the City Council held a Budget Workshop to review the Draft Proposed Fiscal Year 2020/21 Budget approved by the City Council Finance/Budget/Audit committee on May 18, 2020. The Proposed FY 2020/21 Budget Highlights were reviewed in detail with changes from the FY 2019/20 Budget Highlighted.

- City Council reviewed and approved General Fund FY 2020/21 draft proposed budget as presented.
- City Council reviewed and approved Other Funds FY 2020/21 draft proposed budget as presented.

DISCUSSION:

The budget serves as the City's roadmap for allocating resources. The budget is a resource allocation plan for providing city services and achieving the priorities and goals that serve residents and the public. Importantly, the budget also represents the projections necessary for managing and monitoring annual revenue and expenditures in a fiscally responsible manner. The preparation of the fiscal year (FY) involves numerous steps.

The steps in the budget process, to date, have included:

1. January 13, 2020 – City Council received, reviewed and approved the FY 2020/21 budget calendar.
2. March 23, 2020 – City Council received and reviewed the FY 2020/21 mid-year budget report and approved the recommended budget adjustments.
3. April 27, 2020 – City Council Finance/Budget/Audit Committee reviewed Financial and Investment Policies; and reviewed and discussed the Schedule of Fees and Charges.
4. May 11, 2020 – City Council reviewed and approved Financial and Investment Policies, Schedule of Fees and Charges, and a three year capital improvement plan.
5. May 18, 2020 - City Council Finance/Budget/Audit Committee reviewed the FY 2020/21 staff proposed budget.
6. May 26, 2020 – City Council Budget Workshop reviewed Finance/Audit Committee approved FY 2020/21 staff proposed budget.
7. June 8, 2020 City Council public hearing, adoption of the FY 2020/21 budget, and approval of GANN Limit.

In projecting revenues for fiscal year FY 2020/21 using conservative revenue forecasting, staff anticipates the continued resurgence of property values and is proposing a 4% increase in Property Taxes and Motor Vehicle in Lieu Taxes. Due to the current trend and the unknown impact of the COVID-19 pandemic construction activity is down. As such, staff is projecting a decrease in building permit and other fees of over 50% of the Fiscal Year 2019-20 Budget. Total projected revenues are down \$274,150 from the Fiscal Year 2019-20 Budget, but include a projected amount of \$56,250 in Prop A Exchange Revenues for net decrease of \$217,900.

Concurrently, FY 2020/21 proposed expenditures are projected to be \$42,118 higher than the Fiscal Year 2019/20 Adjusted Budget, as a result of one-time expenses for the Housing Element and the upcoming election.

GENERAL FUND

The FY 2020/21 budget projects \$2,060,400 in revenues in relation to \$2,385,718 in expenditures resulting in a deficit of \$325,318 before transfers and a deficit of \$478,845 after transfers. FY 2020-21 revenues are based on the following assumptions.

FY 2020/21 property taxes are projected to be \$45,800 or 4.0% higher and building activity will be \$301,750 or 51.76% lower than FY 2019/20. The City will also be providing its residents a reprieve from the annual increase it imposes each July 1st for its Refuse Collection. This will equate to a \$193.64 savings for each residence in its annual rate and cost the City \$132,643 from its Refuse Collection Fund. The City will include a transfer to the Refuse Fund for the General Fund to offset this absorbed increase.

FY 2020/21 expenditures before transfers are \$42,118 or 1.80% higher than the FY 2019/20 adjusted budget.

Salaries:

The budget includes up to a 5% salary increase of (\$25,014) including an estimated cost of living adjustment (COLA), of 1.9% (\$11,737) and a 3.10% (\$13,277) for Exceptional Performance Salary Bonus Pool in accordance with the approved Personnel Manual.

Supplies, Services & Capital Outlay:

City Administration

Increased by \$67,800, including \$28,700 for salaries and benefits and \$30,000 for the cost of the upcoming election.

Finance

Increased by \$3,433, which includes an increase of 1.95% to the RAMS Contract.

Planning & Development

There is an overall decrease of \$4,400, which includes an increase of \$91,400 in Special Project Study and Consultants for the required updates to the Housing Element, offset by decreases of \$45,000 for LA County Building Inspection and \$61,000 for Storm Water Management.

Law Enforcement

For Law Enforcement there is a projected increase of 5% in LA County Sheriff's contract which is being offset by an increase in the costs being charged to the COPS Fund and a decrease in Wild Life Management and Pest Control of \$11,500, for an overall decrease to the General Fund of \$5,415.

Non-Department

There is a decrease of \$7,300 for Insurance expenditures.

City Properties

There is a decrease of \$12,000 for Repairs and Maintenance expenditures.

Other Funds

The other City Funds are similar to prior years. Of note:

1. Community Facilities Fund - annually, the City asks Caballeros, the Tennis Club and the Women's Club if it has programs for which it would like to request City funding. Each club gave a formal request and staff budgeted in the Community Facilities Fund the following: \$5,000 (Caballeros), and \$5,000 (Women's Club) for programs and \$5,000 for annual Tennis Maintenance Expense. The General Fund will transfer \$11,000 to the Community Facilities Fund in FY 2020/21.
2. The Refuse Fund includes a transfer to the General Fund of (\$24,000). This transfer includes (\$12,000) for the administration of refuse services and (\$12,000) to cover staff time and costs associated with administering the storm water management program. Also, the City will be providing its residents a reprieve from the annual COLA it imposes each July 1st for its Refuse Collection. This will equate to a \$193.64 savings for each residence in its annual rate and cost the City \$132,643. Also, the City changed FY 2020/21 Cash Reserve Policy from \$66,200 to the annual General Fund subsidy less the cash available at June 30, 2020, the projected transfer is \$57,528.
3. The Traffic Safety Fund includes \$20,000 for other work outside of the annual striping. The General Fund will be budgeting a transfer of \$24,000 to the Traffic Safety Fund in FY 2020/21.
4. The COPS Fund revenues are projected to increase by \$15,000 to \$155,000. 2019/20 Program Expenditures will increase to \$164,898 to cover the 2020/21 LA County Sheriff's Department

increase of 5.00% for LA County Sheriff's for law enforcement services and will cover the 275 supplemental hours for Traffic Enforcement estimated to be \$25,800 in FY 2020/21.

5. The Utility Fund includes \$85,000 for the design of the Sewer Mainline along Portuguese Bend Road. The General Fund will not transfer monies to the Utility Fund.
6. The Capital Projects Fund will budget \$50,000 for Tennis Court Improvements. Also, \$7,000 for City Hall ADA Design and \$32,000 for acacia removal. The General Fund will be transferring \$89,000 to the Capital Projects Fund in FY 2020/21.
7. The Transit Funds for Proposition A will have an exchange of \$75,000 and for Proposition C a gifting of \$60,000. For Measure M and Measure R there are no proposed expenditures or gifting as the City is accumulating these funds for the future parking lot project.
8. For the Measure W Fund the City is projecting income of \$110,000 and we are proposing an expenditure for Storm Water Management of \$38,750.
9. For the new Measure A Fund the City is projecting income of \$26,100 with no proposed expenditures for Fiscal Year 2020/21.

The overall financial position of the City's General Fund remains strong with a projected year-end Unassigned Fund Balance of \$4,854,000 at June 30, 2021. The City staff works diligently on providing outstanding government services that will keep the quality of life good for the residents of Rolling Hills. It is now recommended that the City Council hold a public hearing and adopt the budget and appropriations limit as proposed. If changes in the budget are necessary during the fiscal year, staff will return to the City Council for consideration and approval of the modifications.

FISCAL IMPACT:

The Fiscal Impact by Fund for the proposed FY 2020/21 Budget is as follows:

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Transfers In(Out)</u>	<u>Fiscal Impact</u>
General	\$ 2,060,400	\$ (2,385,718)	\$ (153,527)	\$ (478,845)
Community Facilities	100	(15,000)	11,000	(3,900)
Self-Insurance	-	(3,000)	-	(3,000)
Refuse Collections	777,000	(905,548)	33,527	(95,021)
Traffic Safety	-	(20,000)	20,000	-
Transit Prop A	32,700	(75,000)	-	(42,300)
Transit Prop C	27,400	(60,000)	-	(32,600)
Transit Measure R	20,400	-	-	20,400
Transit Measure M	22,700	-	-	22,700
COPS	156,500	(164,898)	-	(8,398)
CLEP	300	(2,700)	-	(2,400)
Capital Projects	-	(89,000)	89,000	-
Measure W	110,900	(38,750)	-	72,150
Measure A	27,000	-	-	27,000
Utility Fund	-	(235,000)	-	(235,000)
	<u>\$ 3,235,400</u>	<u>\$ (3,994,614)</u>	<u>\$ -</u>	<u>\$(759,214)</u>

RECOMMENDATION:

Upon the conclusion of the public hearing, staff recommends that the City Council adopt the Fiscal Year 2020-2021 Budget for all the City's Funds and the Annual Appropriations Limit.

ATTACHMENTS:

[Fiscal Year 2020-21 Proposed Budget.pdf](#)

[Five Year Financial Forecast.pdf](#)

[FY 20-21 Budget Highlights.pdf](#)

[General Fund Historical Revenues and Expenditures Highlights.pdf](#)

[Graph of Historical Revenue and Expenditures Trends.pdf](#)

[FY_2020-21_Resolution_No_1253-AdoptedBudget.docx](#)

[FY_2020-21_Resolution_No1254-AppropLimit.docx](#)



**PROPOSED
ANNUAL BUDGET
FISCAL YEAR 2020-2021**

CITY OF ROLLING HILLS
PROJECTED - REVENUES & EXPENDITURES
All Funds
Year ending June 30, 2020

	GENERAL	COMMUNITY FACILITIES	SELF INSURANCE	REFUSE	TRAFFIC SAFETY	PROP A, C & MEASURE R & M	COPS & CLEEP	UTILITY FUND	CAPITAL PROJECT	MEASURE W	TOTAL
REVENUES	\$ 1,887,597	\$ 100	\$ -	785,300	\$ -	\$ 122,625	\$156,448	\$ -	\$ -	\$ -	\$ 2,952,070
EXPENDITURES	1,868,938	7,350	-	843,800	55,132	-	183,434	40,552	67,160	-	3,066,366
NET REVENUE BEFORE TRANSFERS	18,659	(7,250)	-	(58,500)	(55,132)	122,625	(26,986)	(40,552)	(67,160)	-	(114,296)
TRANSFERS IN/(OUT)											
GENERAL FUND	-	-	-	(24,000)	18,606	-	-	-	103,686	-	98,292
TRAFFIC SAFETY FUND	(18,606)	-	-	-	-	-	-	-	(36,526)	-	(55,132)
CAPITAL IMPROVEMENT FUND	(103,686)	-	-	-	36,526	-	-	-	-	-	(67,160)
UTILITY FUND	-	-	-	-	-	-	-	-	-	-	-
REFUSE FUND	24,000	-	-	-	-	-	-	-	-	-	24,000
TOTAL TRANSFERS	(98,292)	-	-	(24,000)	55,132	-	-	-	67,160	-	-
NET REVENUE AFTER TRANSFERS	(79,633)	(7,250)	-	(82,500)	-	122,625	(26,986)	(40,552)	-	-	(114,296)
UNASSIGNED FUND BALANCE BEGINNING	5,795,780	11,255	260,374	177,521	-	132,092	68,531	1,463,200	-	-	7,908,755
UNASSIGNED FUND BALANCE ENDING	\$ 5,716,147	\$ 4,005	\$ 260,374	\$ 95,021	\$ -	\$ 254,717	\$ 41,545	\$ 1,422,648	\$ -	\$ -	\$ 7,794,458
LESS PENSION RATE STABILIZATION TRUST	\$ (382,972)			\$ -							\$ (382,972)
LESS CASH RESERVE	-			(57,527)							(57,527)
UNASSIGNED FUND BALANCE ENDING	\$ 5,333,175			\$ 37,494							\$ 7,353,959

**CITY OF ROLLING HILLS
GENERAL FUND
YEAR-END PROJECTED REVENUES
FY 2019/2020
JULY 1, 2019 to JUNE 30, 2020**

REVENUES	PROJECTED PERCENT OF TOTAL	PROJECTED FY 2019/2020 AMOUNT	FY 2019/2020 ADJUSTED BUDGET	DOLLAR INCREASE (DECREASE) FROM BUDGET	PERCENT INCREASE (DECREASE) FROM BUDGET
TAXES	61.23%	\$ 1,155,743	\$ 1,194,300	\$ (38,557)	-3.23%
MOTOR VEHICLE IN LIEU	11.98%	226,066	223,500	2,566	1.15%
LICENSES & PERMITS	14.06%	265,332	643,300	(377,968)	-58.75%
FINES & VIOLATIONS	0.87%	16,432	14,300	2,132	14.91%
USE OF PROPERTY & MONEY	11.55%	218,066	184,000	34,066	18.51%
CHARGES FOR SERVICES	0.00%	-	-	-	0.00%
EXCHANGE FUNDS - PROP A	0.00%	-	-	-	0.00%
OTHER REVENUE	0.32%	5,957	18,900	(12,943)	-68.48%
TOTAL REVENUES	100.00%	\$ 1,887,597	\$ 2,278,300	\$ (390,703)	-17.15%

**CITY OF ROLLING HILLS
GENERAL FUND
YEAR-END PROJECTED EXPENDITURES
FY 2019/2020
JULY 1, 2019 to JUNE 30, 2020**

EXPENDITURES	PROJECTED PERCENT OF TOTAL	PROJECTED FY 2019/2020 AMOUNT	FY 2019/2020 ADJUSTED BUDGET	DOLLAR INCREASE (DECREASE) FROM BUDGET	PERCENT INCREASE (DECREASE) FROM BUDGET
CITY ADMINISTRATION	40.78%	\$ 762,073	\$ 914,000	\$ (151,927)	-16.62%
FINANCE	6.35%	118,708	119,450	(742)	-0.62%
PLANNING & DEVELOPMENT	34.44%	643,675	828,800	(185,125)	-22.34%
LAW ENFORCEMENT	11.85%	221,559	297,200	(75,641)	-25.45%
NON-DEPARTMENT	2.86%	53,538	104,650	(51,112)	-48.84%
CITY PROPERTIES	3.71%	69,385	79,500	(10,115)	-12.72%
TOTAL EXPENDITURES	100.00%	\$ 1,868,937	\$ 2,343,600	\$ (474,663)	-20.25%
FUND TRANSFERS IN/(OUT)					
COMMUNITY FUND		\$ -	\$ (3,500)	\$ 3,500	-
TRAFFIC SAFETY FUND		(18,606)	(54,500)	35,894	-
CAPITAL IMPROVEMENT FUND		(103,686)	(340,000)	443,686	-
UTILITY FUND		-	-	-	-
REFUSE FUND		24,000	24,000	-	-
TOTAL TRANSFERS IN/(OUT)		\$ (98,292)	\$ (374,000)	\$ 483,080	0.00%

CITY OF ROLLING HILLS
PROPOSED REVENUES & EXPENDITURES
ALL FUNDS
Year ending June 30, 2021

	GENERAL	COMM. FACILITIES	SELF INSURANCE	REFUSE	TRAFFIC SAFETY	PROP A, C & MEAS R & M	COPS & CLEEP	UTILITY FUND	CAPITAL PROJECT	MEASURE W	MEASURE A	TOTAL
REVENUES	\$ 2,060,400	\$ 100	\$ -	\$ 777,000	\$ -	\$ 103,200	\$ 156,800	\$ -	\$ -	\$ 110,900	\$ 27,000	\$ 3,235,400
EXPENDITURES	2,385,718	15,000	3,000	905,548	20,000	135,000	167,598	235,000	89,000	38,750	-	3,994,614
NET REVENUE BEFORE TRANSFERS	(325,318)	(14,900)	(3,000)	(128,548)	(20,000)	(31,800)	(10,798)	(235,000)	(89,000)	72,150	27,000	(759,214)
TRANSFERS IN/(OUT)												
GENERAL FUND	-	11,000	-	(24,000)	20,000	-	-	-	89,000	-	-	96,000
COMMUNITY FACILITIES FUND	(11,000)	-	-	-	-	-	-	-	-	-	-	(11,000)
CAPITAL PROJECT FUND	(89,000)	-	-	-	-	-	-	-	-	-	-	(89,000)
TRAFFIC SAFETY FUND	(20,000)	-	-	-	-	-	-	-	-	-	-	(20,000)
UTILITY FUND	-	-	-	-	-	-	-	-	-	-	-	-
REFUSE FUND (NET)	(33,527)	-	-	57,527	-	-	-	-	-	-	-	24,000
TOTAL TRANSFERS	(153,527)	11,000	-	33,527	20,000	-	-	-	89,000	-	-	-
NET REVENUE AFTER TRANSFERS	(478,845)	(3,900)	(3,000)	(95,021)	-	(31,800)	(10,798)	(235,000)	-	72,150	27,000	(759,214)
UNASSIGNED FUND BALANCE BEGINNING	5,716,147	4,005	260,374	95,021	-	254,717	41,545	1,422,648	-	-	-	7,794,458
UNASSIGNED FUND BALANCE ENDING	\$ 5,237,302	\$ 105	\$ 257,374	\$ (0)	\$ -	\$ 222,917	\$ 30,747	\$ 1,187,648	\$ -	\$ 72,150	\$ 27,000	\$ 7,035,244
LESS PENSION RATE STABILIZATION TRUST	\$ (382,972)			\$ -								(382,972)
LESS CASH RESERVE	-			57,527								57,527
UNASSIGNED FUND BALANCE ENDING	\$ 4,854,330			\$ 57,527								\$ 6,709,799

**GENERAL FUND
PROPOSED REVENUES
FY 2020/2021 BUDGET
JULY 1, 2020 to JUNE 30, 2021**

REVENUES	PROPOSED FY 2020/2021 % OF TOTAL	PROPOSED FY 2020/2021 BUDGET	PROJECTED FY 2019/2020 AMOUNT	DOLLAR INCREASE (DECREASE) FROM FY 19/20	PERCENT INCREASE (DECREASE) FROM FY 19/20
TAXES	59.63%	\$ 1,228,600	\$ 1,155,743	\$ 72,857	6.30%
MOTOR VEHICLE IN LIEU	11.28%	232,500	226,066	6,434	2.85%
LICENSES & PERMITS	15.61%	321,550	265,332	56,218	21.19%
FINES & VIOLATIONS	0.69%	14,300	16,432	(2,132)	-12.97%
USE OF PROPERTY & MONEY	8.15%	168,000	218,066	(50,066)	-22.96%
CHARGES FOR SERVICES	0.00%	-	-	-	0.00%
EXCHANGE FUNDS - PROPOSITION	2.73%	56,250	-	56,250	#DIV/0!
OTHER REVENUE	1.90%	39,200	5,957	33,243	558.05%
TOTAL REVENUES	100%	\$ 2,060,400	\$ 1,887,597	\$ 172,803	9.15%

**GENERAL FUND
PROPOSED EXPENDITURES
FY 2020/2021 BUDGET
JULY 1, 2020 to JUNE 30, 2021**

EXPENDITURES	PROPOSED FY 2020/2021 % OF TOTAL	PROPOSED FY 2020/2021 BUDGET	PROJECTED FY 2019/2020 AMOUNT	DOLLAR INCREASE (DECREASE) FROM FY 19/20	PERCENT INCREASE (DECREASE) FROM FY 19/20
CITY ADMINISTRATION	41.15%	\$ 981,800	\$ 762,073	\$ 219,727	28.83%
FINANCE	5.15%	122,883	118,708	4,175	3.52%
PLANNING & DEVELOPMENT	34.56%	824,400	643,675	180,725	28.08%
LAW ENFORCEMENT	12.23%	291,785	221,559	70,226	31.70%
NON-DEPARTMENT	4.08%	97,350	53,538	43,812	81.83%
CITY PROPERTIES	2.83%	67,500	69,385	(1,885)	-2.72%
TOTAL EXPENDITURES	100%	\$ 2,385,718	\$ 1,868,939	\$ 516,781	27.65%
FUND TRANSFERS IN/(OUT)					
COMMUNITY FACILITIES FUND		\$ (11,000)	\$ -	\$ (11,000)	0.00%
TRAFFIC SAFETY FUND		(20,000)	(18,606)	(1,394)	7.49%
UTILITY FUND		-	-	-	0.00%
CAPITAL PROJECTS FUND		(89,000)	(103,686)	14,686	0.00%
REFUSE FUND		(33,527)	24,000	(57,527)	-239.70%
TOTAL TRANSFERS IN/(OUT)		\$ (153,527)	\$ (98,292)	\$ (55,235)	56.19%

CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
HISTORICAL ACTUAL - FY 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

PROPOSED 06/08/20

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) BUDGET FY 19/20	PROPOSED BUDGET FY 20/21
GENERAL FUND REVENUES SUMMARY					
BEGINNING FUND BALANCE	\$ 5,306,947	\$ 5,795,780	\$ 5,795,780	-	\$ 5,716,147
GENERAL FUND REVENUES					
TAXES	\$ 1,252,079	\$ 1,194,300	\$ 1,155,743	\$ (38,557)	\$ 1,228,600
OTHER AGENCIES	215,126	223,500	226,066	2,566	232,500
LICENSES & PERMITS	530,871	643,300	265,332	(377,968)	321,550
USE OF PROPERTY & MONEY	269,036	184,000	218,066	34,066	168,000
EXCHANGE FUNDS	56,250	-	-	-	56,250
OTHER REVENUES	29,249	33,200	22,389	(10,811)	53,500
TOTAL REVENUES	\$ 2,352,611	\$ 2,278,300	\$ 1,887,597	\$ (390,703)	\$ 2,060,400
TOTAL GENERAL FUND REVENUES					
GENERAL FUND EXPENDITURES SUMMARY BY DEPARTMENT					
01 CITY ADMINISTRATION					
EMPLOYEE SALARIES	\$ 283,291	\$ 419,800	\$ 336,866	\$ 82,934	\$ 435,100
EMPLOYEE BENEFITS	122,040	176,600	146,802	29,798	190,000
TOTAL PERSONNEL	405,331	596,400	483,668	112,732	625,100
MATERIALS & SUPPLIES	108,317	141,000	111,866	29,134	143,500
CONTRACTUAL SERVICES	134,589	176,600	166,537	10,063	213,200
CAPITAL OUTLAY	-	-	-	-	-
01 TOTAL CITY ADMINISTRATION	\$ 648,237	\$ 914,000	\$ 762,073	\$ 151,927	\$ 981,800
05 FINANCE					
EMPLOYEE SALARIES	\$ -	\$ -	\$ -	\$ -	\$ -
EMPLOYEE BENEFITS	-	-	-	-	-
TOTAL PERSONNEL	-	-	-	-	-
MATERIALS & SUPPLIES	160	650	310	340	2,100
CONTRACTUAL SERVICES	110,208	118,800	118,398	402	120,783
CAPITAL OUTLAY	-	-	-	-	-
05 TOTAL FINANCE	\$ 110,368	\$ 119,450	\$ 118,708	742	\$ 122,883

CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
HISTORICAL ACTUAL - FY 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

PROPOSED 06/08/20

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) BUDGET FY 19/20	PROPOSED BUDGET FY 20/21
15 PLANNING & DEVELOPMENT					
EMPLOYEE SALARIES	\$ 206,975	\$ 209,250	\$ 227,787	\$ (18,537)	\$ 212,450
EMPLOYEE BENEFITS	85,929	78,950	64,830	14,120	72,950
TOTAL PERSONNEL	292,904	288,200	292,617	(4,417)	285,400
MATERIALS & SUPPLIES	9,005	12,600	6,542	6,058	12,600
CONTRACTUAL SERVICES	437,345	528,000	344,516	183,484	524,400
CAPITAL OUTLAY	-	-	-	-	2,000
15 TOTAL PLANNING & DEVELOPMENT	\$ 739,254	\$ 828,800	\$ 643,675	\$ 185,125	\$ 824,400
25 LAW ENFORCEMENT	\$ 245,361	\$ 297,200	\$ 221,559	\$ 75,641	\$ 291,785
65 NON-DEPARTMENT	\$ 53,750	\$ 104,650	\$ 53,538	\$ 51,112	\$ 97,350
75 CITY PROPERTIES	\$ 61,842	\$ 79,500	\$ 69,385	\$ 10,115	\$ 67,500
TOTAL GENERAL FUND EXPENDITURES	\$ 1,858,812	\$ 2,343,600	\$ 1,868,938	\$ 474,662	\$ 2,385,718
NET REVENUES BEFORE TRANSFERS	\$ 493,799	\$ (65,300)	\$ 18,659	\$ 83,959	\$ (325,318)
TRANSFERS	\$ (4,966)	\$ (374,000)	\$ (98,292)	\$ 275,708	\$ (153,527)
NET REVENUE(DEFICIT) AFTER TRANSFERS	\$ 488,833	\$ (439,300)	\$ (79,633)	\$ 359,667	\$ (478,845)
ENDING FUND BALANCE	\$ 5,795,780	\$ 5,356,480	\$ 5,716,147		\$ 5,237,302

GENERAL FUND EXPENDITURES SUMMARY BY ACCOUNT CATEGORY

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) BUDGET FY 19/20	PROPOSED BUDGET FY 20/21
EMPLOYEE SALARIES	\$ 490,266	\$ 629,050	\$ 564,653	\$ 64,397	\$ 647,550
EMPLOYEE BENEFITS	207,969	255,550	211,632	43,918	262,950
TOTAL PERSONNEL	698,235	884,600	776,285	108,315	910,500
MATERIALS & SUPPLIES	126,082	183,350	126,818	56,532	187,300
CONTRACTUAL SERVICES	777,486	937,800	726,942	210,858	953,483
LAW ENFORCEMENT	245,361	297,200	221,560	75,640	291,785
COMMUNITY PROMOTIONS	11,648	40,650	17,332	23,318	40,650
CAPITAL OUTLAY	-	-	-	-	2,000
TOTAL GENERAL FUND EXPENDITURES	\$ 1,858,811	\$ 2,343,600	\$ 1,868,938	\$ 474,663	\$ 2,385,718

CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
HISTORICAL ACTUAL - FY 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

PROPOSED 06/08/20

HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) BUDGET FY 19/20	PROPOSED BUDGET FY 20/21
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GENERAL FUND REVENUES DETAIL

GENERAL FUND REVENUES

4001	TAXES:					
401	Property Taxes	\$ 1,189,613	\$ 1,144,500	\$ 1,112,541	\$ (31,959)	\$ 1,190,300
405	Sales Tax	6,455	8,000	3,766	(4,234)	4,800
410	Real Estate Transfer Tax	56,011	41,800	39,437	(2,363)	33,500
4001	Total	1,252,079	1,194,300	1,155,743	(38,557)	1,228,600
4030	OTHER AGENCIES					
420	Motor Vehicle in Lieu Tax-VLF	215,126	223,500	226,066	2,566	232,500
4050	LICENSES & PERMITS					
440	Building & Other Permit Fees	482,048	583,000	236,712	(346,288)	281,250
450	Variance, Planning & Zoning Fees	33,199	40,000	9,831	(30,169)	20,000
455	Animal Control Fees	694	1,300	589	(711)	1,300
460	Franchise Fees	14,930	19,000	18,200	(800)	19,000
4050	Total	530,871	643,300	265,332	(377,968)	321,550
4060	FINES & VIOLATIONS					
480	Fines & Traffic Violations	19,976	14,300	16,432	2,132	14,300
5000	USE OF PROPERTY & MONEY					
600	City Hall Leasehold RHCA	83,976	84,000	83,976	(24)	68,000
670	Interest Earned	185,060	100,000	134,090	34,090	100,000
5000	Total	269,036	184,000	218,066	34,066	168,000
6500	EXCHANGE FUNDS					
620	Proposition A	56,250	-	-	-	56,250
6700	OTHER REVENUE					
650	Public Safety Augmentation Fund	997	800	975	175	800
655	Burglar Alarm Responses	1,000	600	850	250	600
675	Miscellaneous	7,276	17,500	4,132	(13,368)	37,800
6700	Total	9,273	18,900	5,957	(12,943)	39,200
	TOTAL GENERAL FUND REVENUES	\$ 2,352,611	\$ 2,278,300	\$ 1,887,597	\$ (390,703)	\$ 2,060,400

CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
HISTORICAL ACTUAL - FY 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

PROPOSED 06/08/20

		HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) BUDGET FY 19/20	PROPOSED BUDGET FY 20/21
GENERAL FUND EXPENDITURES DETAIL BY DEPARTMENT						
01	GENERAL FUND EXPENDITURES CITY ADMINISTRATION					
7001	Employee Salaries					
702	Salaries Full Time	\$ 283,291	\$ 409,300	\$ 336,866	\$ 72,434	\$ 424,600
703	Salaries Part Time	-	10,500	-	-	10,500
7001	Total	283,291	419,800	336,866	82,934	435,100
7005	Employee Benefits					
710	Retirement CalPERS - Employer	35,026	63,100	49,363	13,737	72,400
715	Workers Compensation Insurance	6,647	7,800	7,800	-	7,700
716	Group Insurance	29,985	40,800	35,451	5,349	47,600
717	Retiree Medical	22,468	28,900	29,308	(408)	30,300
718	Employer Payroll Taxes	23,385	33,600	20,878	12,722	26,800
719	Deferred Compensation	2,729	-	1,603	(1,603)	2,000
XXX	Phone Allowance	-	-	-	-	800
720	Auto Allowance	1,800	2,400	2,400	-	2,400
7005	Total	122,040	176,600	146,802	29,798	190,000
7500	Materials & Supplies					
740	Office Supplies & Expense	38,663	60,000	49,569	10,431	60,000
745	Equipment Leasing Costs	16,866	4,100	5,181	(1,081)	4,100
750	Dues & Subscriptions	11,354	11,300	9,235	2,065	11,300
755	Conference Expense	3,971	10,000	5,772	4,228	10,000
757	Meeting Expense	1,220	1,500	3,013	(1,513)	2,000
759	Training & Education	375	2,000	3,600	(1,600)	2,000
761	Auto Mileage	430	500	176	324	500
765	Postage	10,198	13,000	8,970	4,030	15,000
770	Telephone	6,821	6,100	5,779	321	6,100
775	City Council Expense	5,075	10,000	6,557	3,443	10,000
780	Minutes Clerk Meetings	7,920	6,000	5,923	77	6,000
785	Codification	1,684	5,000	1,550	3,450	5,000
790	Advertising	1,488	1,500	1,000	500	1,500
795	Other General Administrative Expense	2,252	10,000	5,542	4,458	10,000
7500	Total	108,317	141,000	111,866	29,134	143,500
8000	Contractual Services					
801	City Attorney	79,572	90,000	83,211	6,789	90,000
802	Legal Expenses - Other	-	3,000	1,000	2,000	3,000
820	Website	11,037	6,000	11,129	(5,129)	6,000
850	Election Expense City Council	1,328	-	300	(300)	30,000
890	Consulting Fees	42,652	77,600	70,897	6,703	84,200
8000	Total	134,589	176,600	166,537	10,063	213,200
9000	Capital Outlay					
950	Capital Outlay - Equipment	-	-	-	-	-
9000	Total	-	-	-	-	-
01	TOTAL CITY ADMINISTRATION	\$ 648,237	\$ 914,000	\$ 762,073	\$ 151,927	\$ 981,800

CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
HISTORICAL ACTUAL - FY 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

PROPOSED 06/08/20

		HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) BUDGET FY 19/20	PROPOSED BUDGET FY 20/21
05	FINANCE					
7500	Materials & Supplies					
750	Dues & Subscriptions	<u>160</u>	<u>650</u>	<u>310</u>	<u>340</u>	<u>2,100</u>
7500	Total	<u>160</u>	<u>650</u>	<u>310</u>	<u>340</u>	<u>2,100</u>
8000	Contractual Services					
810	Annual Audit	<u>15,740</u>	<u>17,100</u>	<u>16,780</u>	<u>320</u>	<u>17,100</u>
890	Consulting Fees	<u>94,468</u>	<u>101,700</u>	<u>101,618</u>	<u>82</u>	<u>103,683</u>
8000	Total	<u>110,208</u>	<u>118,800</u>	<u>118,398</u>	<u>402</u>	<u>120,783</u>
9000	Capital Outlay					
950	Capital Outlay - Equipment	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
9000	Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
05	TOTAL FINANCE	<u>\$ 110,368</u>	<u>\$ 119,450</u>	<u>\$ 118,708</u>	<u>\$ 742</u>	<u>\$ 122,883</u>
15	PLANNING & DEVELOPMENT					
7001	Employee Salaries					
702	Salaries Full Time	<u>\$ 202,560</u>	<u>\$ 193,500</u>	<u>\$ 219,454</u>	<u>\$ (25,954)</u>	<u>\$ 196,700</u>
703	Salaries Part Time	<u>4,415</u>	<u>15,750</u>	<u>8,333</u>	<u>7,417</u>	<u>15,750</u>
7001	Total	<u>206,975</u>	<u>209,250</u>	<u>227,787</u>	<u>(18,537)</u>	<u>212,450</u>
7005	Employee Benefits					
710	Retirement CalPERS - Employer	<u>26,863</u>	<u>29,800</u>	<u>29,502</u>	<u>298</u>	<u>33,800</u>
711	Retirement CalPERS - Employee	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
715	Workers Compensation Insurance	<u>4,760</u>	<u>3,850</u>	<u>3,850</u>	<u>-</u>	<u>3,800</u>
716	Group Insurance	<u>31,468</u>	<u>19,000</u>	<u>13,434</u>	<u>5,566</u>	<u>16,200</u>
718	Employer Payroll Taxes	<u>14,282</u>	<u>16,750</u>	<u>15,719</u>	<u>1,031</u>	<u>16,750</u>
719	Deferred Compensation	<u>6,256</u>	<u>7,150</u>	<u>-</u>	<u>7,150</u>	<u>-</u>
720	Auto Allowance	<u>2,300</u>	<u>2,400</u>	<u>2,325</u>	<u>75</u>	<u>2,400</u>
7005	Total	<u>85,929</u>	<u>78,950</u>	<u>64,830</u>	<u>14,120</u>	<u>72,950</u>
7500	Materials & Supplies					
758	Planning Commission Meeting	<u>3,141</u>	<u>3,000</u>	<u>1,886</u>	<u>1,114</u>	<u>3,000</u>
776	Miscellaneous Expenses	<u>4,526</u>	<u>2,000</u>	<u>350</u>	<u>1,650</u>	<u>2,000</u>
750	Dues & Subscriptions	<u>-</u>	<u>600</u>	<u>600</u>	<u>-</u>	<u>600</u>
755	Conference Expense	<u>1,011</u>	<u>5,000</u>	<u>2,706</u>	<u>-</u>	<u>5,000</u>
759	Training & Education	<u>327</u>	<u>2,000</u>	<u>1,000</u>	<u>-</u>	<u>2,000</u>
7500	Total	<u>9,005</u>	<u>12,600</u>	<u>6,542</u>	<u>6,058</u>	<u>12,600</u>
8000	Contractual Services					
802	Legal Expenses Other	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
872	Property Development - Legal Expense	<u>52,022</u>	<u>37,000</u>	<u>32,318</u>	<u>4,682</u>	<u>47,000</u>
878	Build Inspection LA County/Willdan	<u>174,831</u>	<u>195,000</u>	<u>97,758</u>	<u>97,242</u>	<u>150,000</u>
881	Storm Water Management	<u>135,116</u>	<u>185,000</u>	<u>113,415</u>	<u>71,585</u>	<u>124,000</u>
882	Variance & CUP Expense	<u>6,069</u>	<u>6,000</u>	<u>8,505</u>	<u>(2,505)</u>	<u>7,000</u>
884	Special Project Study & Consultant	<u>69,307</u>	<u>105,000</u>	<u>92,520</u>	<u>12,480</u>	<u>196,400</u>
8000	Total	<u>437,345</u>	<u>528,000</u>	<u>344,516</u>	<u>183,484</u>	<u>524,400</u>
9000	Capital Outlay					
950	Capital Outlay - Equipment	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,000</u>
9000	Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,000</u>
15	TOTAL PLANNING & DEVELOPMENT	<u>\$ 739,254</u>	<u>\$ 828,800</u>	<u>\$ 643,675</u>	<u>\$ 185,125</u>	<u>\$ 824,400</u>

CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
HISTORICAL ACTUAL - FY 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

PROPOSED 06/08/20

		HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) BUDGET FY 19/20	PROPOSED BUDGET FY 20/21
25	LAW ENFORCEMENT					
8200	Law Enforcement					
830	Law Enforcement	\$ 208,950	\$ 221,700	\$ 198,637	\$ 23,063	\$ 232,785
832	Parking Citation	-	-	-	-	-
833	Other Law Enforcement Expenses	993	3,000	2,333	667	3,000
837	Wild Life Management & Pest Control	30,275	61,500	15,152	46,348	50,000
838	Animal Control Expense	5,143	11,000	5,437	5,563	6,000
8200	Total	245,361	297,200	221,560	75,640	291,785
25	TOTAL LAW ENFORCEMENT	<u>\$ 245,361</u>	<u>\$ 297,200</u>	<u>\$ 221,559</u>	<u>\$ 75,641</u>	<u>\$ 291,785</u>
65	NON-DEPARTMENT					
7500	Materials & Supplies					
776	Miscellaneous Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
901	South Bay Community Organization	3,600	4,100	3,100	1,000	4,100
985	Contingency	5,000	25,000	5,000	20,000	25,000
7500	Total	8,600	29,100	8,100	21,000	29,100
8000	Contractual Services					
895	Insurance & Bond Expense	33,502	34,900	28,106	6,794	27,600
8500	Community Promotion					
915	Community Recognition	6,448	11,000	6,935	4,065	11,000
916	Civil Defense Expense	642	650	627	23	650
917	Emergency Preparedness	4,558	29,000	9,770	19,230	29,000
970	Interest Expense	-	-	-	-	-
8500	Total	11,648	40,650	17,332	23,318	40,650
65	TOTAL NON-DEPARTMENT	<u>\$ 53,750</u>	<u>\$ 104,650</u>	<u>\$ 53,538</u>	<u>\$ 51,112</u>	<u>\$ 97,350</u>
75	CITY PROPERTIES					
8000	Contractual Services					
925	Utilities	\$ 37,365	\$ 34,000	\$ 31,744	\$ 2,256	\$ 34,000
930	Repairs & Maintenance	10,677	32,000	25,763	6,237	20,000
932	Area Landscaping	13,800	13,500	11,878	1,622	13,500
8000	Total	61,842	79,500	69,385	10,115	67,500
9000	Capital Outlay					
946	Building & Equipment	-	-	-	-	-
9000	Total	-	-	-	-	-
75	TOTAL CITY PROPERTIES	<u>\$ 61,842</u>	<u>\$ 79,500</u>	<u>\$ 69,385</u>	<u>\$ 10,115</u>	<u>\$ 67,500</u>
	TOTAL GENERAL FUND EXPENDITURES	<u>\$ 1,858,812</u>	<u>\$ 2,343,600</u>	<u>\$ 1,868,938</u>	<u>\$ 474,662</u>	<u>\$ 2,385,718</u>
	NET REVENUES BEFORE TRANSFERS	<u>\$ 493,799</u>	<u>\$ (65,300)</u>	<u>\$ 18,659</u>	<u>\$ 83,959</u>	<u>\$ (325,318)</u>
699	Fund Transfers (OUT) IN					
	Traffic Safety Fund	\$ (15,755)	\$ (54,500)	(18,606)	\$ (35,894)	(20,000)
	Capital Improvement Fund	(13,211)	(340,000)	(103,686)	443,686	(89,000)
	Community Facilities Fund	-	(3,500)	-	3,500	(11,000)
	Refuse Collection Fund - Transfer Out	-	-	-	-	(57,527)
	Refuse Collection Fund - Transfer In	24,000	24,000	24,000	-	24,000
699	Total	(4,966)	(374,000)	(98,292)	411,292	(153,527)
	NET REVENUE (DEFICIT) AFTER TRANSFERS	<u>\$ 488,833</u>	<u>\$ (439,300)</u>	<u>\$ (79,633)</u>	<u>\$ 495,251</u>	<u>\$ (478,845)</u>

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CITY OF ROLLING HILLS
GENERAL FUND REVENUES & EXPENDITURES
HISTORICAL ACTUAL - FY 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

PROPOSED 06/08/20

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) BUDGET FY 19/20	PROPOSED BUDGET FY 20/21
FUND BALANCE					
Total to begin	\$ 5,306,947	\$ 5,795,780	\$ 5,795,780		\$ 5,716,147
Total to begin - Adjustment					
Total to end	<u>\$ 5,795,780</u>	<u>\$ 5,356,480</u>	<u>\$ 5,716,147</u>		<u>\$ 5,237,302</u>
Less reserves:					
390 Prepays	\$ 6,207	\$ -	\$ -		\$ -
392 Pension stabilization trust	382,972	-	-		382,972
393 Assigned	-	-	-		-
Total reserves	<u>389,179</u>	<u>-</u>	<u>-</u>		<u>382,972</u>
398 UNASSIGNED FUND BALANCE	<u>\$ 5,406,601</u>	<u>\$ 5,356,480</u>	<u>\$ 5,716,147</u>		<u>\$ 4,854,330</u>

**CITY OF ROLLING HILLS
COMMUNITY FACILITIES FUND
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	<u>HISTORICAL ACTUAL FY 18/19</u>	<u>ADJUSTED ANNUAL BUDGET FY 19/20</u>	<u>PROJECTED FY 19/20</u>	<u>Favorable (unfavorable) FY 19/20</u>	<u>PROPOSED BUDGET FY 20/21</u>
12 COMMUNITY FACILITIES FUND					
4000 REVENUES					
670 Interest Earned	\$ 313	\$ 100	\$ 100	\$ -	\$ 100
Total Revenues	<u>\$ 313</u>	<u>\$ 100</u>	<u>\$ 100</u>	<u>\$ -</u>	<u>\$ 100</u>
7000 EXPENDITURES					
933 Equestrian Facilities Maintenance	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
938 Tennis Maintenance Expense	-	5,000	5,000	-	5,000
943 Women's Club	2,500	5,000	2,350	2,650	5,000
Total Expenditures	<u>\$ 2,500</u>	<u>\$ 15,000</u>	<u>\$ 7,350</u>	<u>\$ 7,650</u>	<u>\$ 15,000</u>
NET REVENUES BEFORE TRANSFERS	(2,187)	(14,900)	(7,250)	7,650	(14,900)
618 Operating Transfer in/out General Fund	-	3,500	-	(3,500)	11,000
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u>\$ (2,187)</u>	<u>\$ (11,400)</u>	<u>\$ (7,250)</u>	<u>\$ 4,150</u>	<u>\$ (3,900)</u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 13,442	\$ 11,255	\$ 11,255		\$ 4,005
398 Unassigned Fund Balance Ending	<u>11,255</u>	<u>(145)</u>	<u>4,005</u>		<u>105</u>
Less Reserves:					
392 Subdivision Quimby Act	-	-	-		-
398 Unassigned Fund Balance Ending	<u>\$ 11,255</u>	<u>\$ (145)</u>	<u>\$ 4,005</u>		<u>\$ 105</u>

**CITY OF ROLLING HILLS
MUNICIPAL SELF INSURANCE FUND
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
60 MUNICIPAL SELF INSURANCE FUND					
4000 REVENUES					
505 Disaster Grants	\$ -	\$ -	\$ -	\$ -	\$ -
510 Settlements	-	-	-	-	-
Total Revenues	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
7000 EXPENDITURES					
926 Slide Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
801 City Attorney	-	3,000	-	3,000	3,000
Total Expenditures	<u>\$ -</u>	<u>\$ 3,000</u>	<u>\$ -</u>	<u>\$ 3,000</u>	<u>\$ 3,000</u>
NET REVENUES BEFORE TRANSFERS	-	(3,000)	-	3,000	(3,000)
618 Operating Transfer in/out General Fund	-	-	-	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u>\$ -</u>	<u>\$ (3,000)</u>	<u>\$ -</u>	<u>\$ 3,000</u>	<u>\$ (3,000)</u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 260,374	\$ 260,374	\$ 260,374		\$ 260,374
398 Unassigned Fund Balance Ending	<u>\$ 260,374</u>	<u>\$ 257,374</u>	<u>\$ 260,374</u>		<u>\$ 257,374</u>
Less: A/R: #1 Poppy Trail Expense	-	-	-		-
398 Unassigned Fund Balance Ending	<u>\$ 260,374</u>	<u>\$ 257,374</u>	<u>\$ 260,374</u>		<u>\$ 257,374</u>

**CITY OF ROLLING HILLS
REFUSE COLLECTION FUND
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
50 REFUSE COLLECTION FUND					
4000 REVENUES					
665 Service Charges	\$ 770,401	\$ 768,900	762,300	\$ (6,600)	\$ 770,000
441 Construction & Demo Permits	-	7,000	23,000	16,000	7,000
470 Miscellaneous Revenue	-	65,000	-	-	-
Total Revenues	<u>\$ 770,401</u>	<u>\$ 840,900</u>	<u>\$ 785,300</u>	<u>\$ 9,400</u>	<u>\$ 777,000</u>
7000 EXPENDITURES					
815 Refuse Service Contract	\$ 794,196	\$ 825,089	\$ 825,100	\$ (11)	\$ 905,548
776 Miscellaneous Expense	-	65,000	18,700	46,300	-
999 Operating Transfer Out - General Fund	24,000	24,000	24,000	-	24,000
Total Expenditures	<u>\$ 818,196</u>	<u>\$ 914,089</u>	<u>\$ 867,800</u>	<u>\$ 46,289</u>	<u>\$ 929,548</u>
NET REVENUES (DEFICIT) BEFORE TRANSFERS	\$ (47,795)	\$ (73,189)	\$ (82,500)	\$ 55,689	\$ (152,548)
618 Operating Transfer in/out General Fund	-	-	-	-	57,527
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u>(47,795)</u>	<u>(73,189)</u>	<u>(82,500)</u>	<u>55,689</u>	<u>(95,021)</u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 225,316	\$ 177,521	\$ 177,521		\$ 95,021
398 Unassigned Fund Balance Ending	<u>\$ 177,521</u>	<u>\$ 104,332</u>	<u>\$ 95,021</u>		<u>\$ (0)</u>
Reserves					
392 Committed Fund Balance	<u>66,200</u>	<u>66,200</u>	<u>57,527</u>		<u>-</u>
398 Unassigned Fund Balance Ending	<u>\$ 111,321</u>	<u>\$ 38,132</u>	<u>\$ 37,494</u>		<u>\$ (0)</u>

**CITY OF ROLLING HILLS
TRAFFIC SAFETY FUND
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
13 TRAFFIC SAFETY FUND					
4000 REVENUES					
481 Fines & Forfeitures	\$ -	\$ 50	\$ -	\$ (50)	\$ -
504 STPL Exchange - LACMTA	-	-	-	-	-
Total Revenues	<u>\$ -</u>	<u>\$ 50</u>	<u>\$ -</u>	<u>\$ (50)</u>	<u>\$ -</u>
7000 EXPENDITURES					
927 Road Striping - Delineators - Paving	\$ -	\$ 40,000	\$ 49,590	\$ (9,590)	\$ 20,000
928 Traffic Engineering & Survey	15,755	12,000	5,542	6,458	-
929 Road Signs & Miscellaneous Expense	-	3,182	-	3,182	-
Total Expenditures	<u>\$ 15,755</u>	<u>\$ 55,182</u>	<u>\$ 55,132</u>	<u>\$ 50</u>	<u>\$ 20,000</u>
NET REVENUES BEFORE TRANSFERS	(15,755)	(55,132)	(55,132)	-	(20,000)
699 Transfers fr (to) General Fund	15,755	18,606	18,606	-	20,000
699 Transfers fr (to) Capital Projects Fund	-	36,526	36,526	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ -	\$ -	\$ -		\$ -
398 Unassigned Fund Balance Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>		<u><u>\$ -</u></u>

**CITY OF ROLLING HILLS
TRANSIT FUND - PROPOSITION A
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
25 TRANSIT FUND - PROPOSITION A					
4000 REVENUES					
500 Grant Revenue - Proposition A	\$ 38,586	\$ 39,300	\$ 38,800	\$ (500)	\$ 31,400
670 Interest Earned	1,854	150	150	-	1,300
Total Revenues	<u>\$ 40,440</u>	<u>\$ 39,450</u>	<u>\$ 38,950</u>	<u>\$ (500)</u>	<u>\$ 32,700</u>
7000 EXPENDITURES					
905 Proposition A Exchange	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
Total Expenditures	<u>\$ 75,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 75,000</u>
699 Transfers to General Fund	-	-	-	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u><u>\$ (34,560)</u></u>	<u><u>\$ 39,450</u></u>	<u><u>\$ 38,950</u></u>	<u><u>\$ (500)</u></u>	<u><u>\$ (42,300)</u></u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 51,927	\$ 17,368	\$ 17,368		\$ 56,318
398 Unassigned Fund Balance Ending	<u>\$ 17,368</u>	<u>\$ 56,818</u>	<u>\$ 56,318</u>		<u>\$ 14,018</u>

CITY OF ROLLING HILLS
TRANSIT FUND - PROPOSITION C
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
26 TRANSIT FUND - PROPOSITION C					
4000 REVENUES					
501 Grant Revenue - Proposition C	\$ 32,006	\$ 32,600	\$ 32,100	\$ (500)	\$ 26,100
670 Interest Earned	1,473	150	150	-	1,300
Total Revenues	<u>\$ 33,479</u>	<u>\$ 32,750</u>	<u>\$ 32,250</u>	<u>\$ (500)</u>	<u>\$ 27,400</u>
7000 EXPENDITURES					
905 Proposition C Gifted	\$ 65,000	\$ -	\$ -	\$ -	\$ 60,000
Maintenance & Operation	-	-	-	-	-
Total Expenditures	<u>\$ 65,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,000</u>
699 Transfers to General Fund	-	-	-	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u><u>\$ (31,521)</u></u>	<u><u>\$ 32,750</u></u>	<u><u>\$ 32,250</u></u>	<u><u>\$ (500)</u></u>	<u><u>\$ (32,600)</u></u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 40,565	\$ 9,043	\$ 9,043		\$ 41,293
398 Unassigned Fund Balance Ending	<u><u>\$ 9,043</u></u>	<u><u>\$ 41,793</u></u>	<u><u>\$ 41,293</u></u>		<u><u>\$ 8,693</u></u>

**CITY OF ROLLING HILLS
TRANSIT FUND - MEASURE R
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
27 TRANSIT FUND - MEASURE R					
4000 REVENUES					
502 Grant Revenue - Measure R	\$ 24,012	\$ 24,450	\$ 23,950	\$ (500)	\$ 19,500
670 Interest Earned	1,149	150	125	(25)	900
Total Revenues	<u>\$ 25,161</u>	<u>\$ 24,600</u>	<u>\$ 24,075</u>	<u>\$ (525)</u>	<u>\$ 20,400</u>
7000 EXPENDITURES					
907 Measure R Gifted	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
699 Transfers to Capital Projects Fund	-	-	-	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u><u>\$ 25,161</u></u>	<u><u>\$ 24,600</u></u>	<u><u>\$ 24,075</u></u>	<u><u>\$ (525)</u></u>	<u><u>\$ 20,400</u></u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 32,133	\$ 57,294	\$ 57,294		\$ 81,369
398 Unassigned Fund Balance Ending	<u><u>\$ 57,294</u></u>	<u><u>\$ 81,894</u></u>	<u><u>\$ 81,369</u></u>		<u><u>\$ 101,769</u></u>

**CITY OF ROLLING HILLS
TRANSIT FUND - MEASURE M
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
29 TRANSIT FUND - MEASURE M					
4000 REVENUES					
504 Grant Revenue - Measure M	\$ 27,069	\$ 27,700	\$ 27,200	\$ (500)	\$ 22,100
670 Interest Earned	797	150	150	-	600
Total Revenues	<u>\$ 27,866</u>	<u>\$ 27,850</u>	<u>\$ 27,350</u>	<u>\$ (500)</u>	<u>\$ 22,700</u>
7000 EXPENDITURES					
909 Measure M Gifted	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
699 Transfers to Capital Projects Fund	-	-	-	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u><u>\$ 27,866</u></u>	<u><u>\$ 27,850</u></u>	<u><u>\$ 27,350</u></u>	<u><u>\$ (500)</u></u>	<u><u>\$ 22,700</u></u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 20,521	\$ 48,387	\$ 48,387		\$ 75,737
398 Unassigned Fund Balance Ending	<u><u>\$ 48,387</u></u>	<u><u>\$ 76,237</u></u>	<u><u>\$ 75,737</u></u>		<u><u>\$ 98,437</u></u>

CITY OF ROLLING HILLS
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS)
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
10 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS)					
4000 REVENUES					
570 COPS Allocation	\$ 148,747	\$ 140,000	\$ 155,948	\$ 15,948	\$ 155,000
670 Interest Earned	2,056	50	200	150	1,500
Total Revenues	<u>\$ 150,803</u>	<u>\$ 140,050</u>	<u>\$ 156,148</u>	<u>\$ 16,098</u>	<u>\$ 156,500</u>
7000 EXPENDITURES					
840 COPS Program Expenditures	\$ 152,081	\$ 160,000	\$ 183,434	\$ (23,434)	\$ 164,898
776 Miscellaneous Expenses	-	-	-	-	-
1209 Total expenditures	<u>\$ 152,081</u>	<u>\$ 160,000</u>	<u>\$ 183,434</u>	<u>\$ (23,434)</u>	<u>\$ 164,898</u>
NET REVENUES (DEFICIT)	<u>\$ (1,278)</u>	<u>\$ (19,950)</u>	<u>\$ (27,286)</u>	<u>\$ (7,336)</u>	<u>\$ (8,398)</u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 57,376	\$ 56,098	\$ 56,098		\$ 28,812
398 Unassigned Fund Balance Ending	<u>\$ 56,098</u>	<u>\$ 36,148</u>	<u>\$ 28,812</u>		<u>\$ 20,414</u>

CITY OF ROLLING HILLS
CLEEP FUND
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
11 CLEEP					
Fund - CLEEP					
4000 REVENUES					
580 CLEEP - Technology Program	\$ -	\$ -	\$ -	\$ -	\$ -
670 Interest Earned	345	75	300	225	300
Total Revenues	<u>\$ 345</u>	<u>\$ 75</u>	<u>\$ 300</u>	<u>\$ 225</u>	<u>\$ 300</u>
7000 EXPENDITURES					
845 CLEEP - Technology Program	\$ -	\$ 2,700	\$ -	\$ 2,700	\$ 2,700
776 Miscellaneous Expenses	-	-	-	-	-
1209 Total expenditures	<u>\$ -</u>	<u>\$ 2,700</u>	<u>\$ -</u>	<u>\$ 2,700</u>	<u>\$ 2,700</u>
NET REVENUES (DEFICIT)	<u>\$ 345</u>	<u>\$ (2,625)</u>	<u>\$ 300</u>	<u>\$ 2,925</u>	<u>\$ (2,400)</u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 12,088	\$ 12,433	\$ 12,433		\$ 12,733
398 Unassigned Fund Balance Ending	<u>\$ 12,433</u>	<u>\$ 9,808</u>	<u>\$ 12,733</u>		<u>\$ 10,333</u>

**CITY OF ROLLING HILLS
UTILITY FUND
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
41 UTILITY FUND					
4000 REVENUES					
550 Rule 20A - Power Utility Grant Project	\$ -	\$ -	\$ -	\$ -	\$ -
7000 EXPENDITURES					
886 Underground Utility Project	\$ 17,500	\$ 150,000	\$ 9,444	\$ 140,556	\$ 150,000
887 Sewer Design Construction Project	-	22,000	31,108	(9,108)	85,000
Total expenditures	\$ 17,500	\$ 172,000	\$ 40,552	\$ 131,448	\$ 235,000
NET REVENUES BEFORE TRANSFERS	(17,500)	(172,000)	(40,552)	131,448	(235,000)
699 Transfers fr (to) General Fund	-	-	-	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	\$ (17,500)	\$ (172,000)	\$ (40,552)	\$ 131,448	\$ (235,000)
41 UTILITY FUND					PROPOSED BUDGET FY 21/22
7000 EXPENDITURES					
Sewer Construction Project					\$ 1,015,000
Total expenditures					
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ 1,480,700	\$ 1,463,200	\$ 1,463,200		\$ 1,422,648
398 Unassigned Fund Balance Ending	\$ 1,463,200	\$ 1,291,200	\$ 1,422,648		\$ 1,187,648

**CITY OF ROLLING HILLS
CAPITAL PROJECT FUND
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
40 CAPITAL PROJECT FUND					
4000 REVENUES	\$ -	\$ 10,000	\$ -	\$ (10,000)	\$ -
Non-Building Improvements					
7000 EXPENDITURES					
947 Non-Building Improvements - Tennis Courts	\$ -	\$ 249,274	\$ 7,960	\$ 241,314	\$ 50,000
948 City Hall Improvements- ADA - Design	-	30,000	25,000	5,000	7,000
Acacia Removal		34,200	34,200	-	32,000
949 Office Technology Equipment	13,211	-	-	-	-
Total expenditures	<u>\$ 13,211</u>	<u>\$ 313,474</u>	<u>\$ 67,160</u>	<u>\$ 246,314</u>	<u>\$ 89,000</u>
NET REVENUES BEFORE TRANSFERS	(13,211)	(303,474)	(67,160)	236,314	(89,000)
999 Transfers fr (to) General Fund	13,211	340,000	103,686	(236,314)	89,000
999 Transfers fr (to) Traffic Safety Fund	-	(36,526)	(36,526)	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
40 CAPITAL PROJECT FUND				PROPOSED BUDGET FY 21/22	PROPOSED BUDGET FY 22/23
947 Non-Building Improvements - Tennis Courts				\$ 250,000	\$ -
948 City Hall Improvements- ADA - Design				300,000	-
City Hall Campus Parking lot Improvement				50,000	500,000
Total expenditures				<u>\$ 600,000</u>	<u>\$ 500,000</u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ -	\$ -	\$ -		\$ -
398 Unassigned Fund Balance Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

**CITY OF ROLLING HILLS
MEASURE W
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
30 LA COUNTY - MEASURE W					
4000 REVENUES					
502 Grant Revenue - Measure W	\$ -	\$ 120,000	\$ -	\$ (120,000)	\$ 110,000
670 Interest Earned	-	900	-	(900)	900
Total Revenues	<u>\$ -</u>	<u>\$ 120,900</u>	<u>\$ -</u>	<u>\$ (120,900)</u>	<u>\$ 110,900</u>
7000 EXPENDITURES					
907 Storm Water Management	\$ -	\$ 120,000	\$ -	\$ 120,000	\$ 38,750
Total Expenditures	<u>\$ -</u>	<u>\$ 120,000</u>	<u>\$ -</u>	<u>\$ 120,000</u>	<u>\$ 38,750</u>
699 Transfers fr (to) General Fund	-	-	-	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u>\$ -</u>	<u>\$ 900</u>	<u>\$ -</u>	<u>\$ (900)</u>	<u>\$ 72,150</u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ -	\$ -	\$ -		\$ -
398 Unassigned Fund Balance Ending	<u>\$ -</u>	<u>\$ 900</u>	<u>\$ -</u>		<u>\$ 72,150</u>

**CITY OF ROLLING HILLS
MEASURE A
HISTORICAL ACTUAL - 2018/19
CURRENT TREND - FY 2019/20
PROPOSED BUDGET - FY 2020/21**

	HISTORICAL ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	Favorable (unfavorable) FY 19/20	PROPOSED BUDGET FY 20/21
30 LA COUNTY - MEASURE A					
4000 REVENUES					
502 Grant Revenue - Measure A	\$ -	\$ -	\$ -	\$ -	\$ 26,100
670 Interest Earned	-	-	-	-	900
Total Revenues	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 27,000</u>
7000 EXPENDITURES					
907 Landscaping/Park Amenities/Lighting	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
699 Transfers fr (to) General Fund	-	-	-	-	-
NET REVENUE(DEFICIT) AFTER TRANSFERS	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 27,000</u></u>
3000 FUND BALANCE					
398 Unassigned Fund Balance Beginning	\$ -	\$ -	\$ -		\$ -
398 Unassigned Fund Balance Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>		<u><u>\$ 27,000</u></u>

**PROPOSED 3-YEAR CAPITAL IMPROVEMENT PLAN
CITY OF ROLLING HILLS
FY2020-2021 TO FY 2022-2023**

		Current Year		Year 1		Year 2		Year 3			
Project Description		FY 2018-2019		FY 2019-2020		FY 2020-2021		FY 2021-2022		FY 2022-2023	
		Phase	Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase	Cost
1	8" Sewer Main along Rolling Hills Road*	Feasibility Study Phase I	\$11,391	Feasibility Study Phase II	\$30,000	Design	\$85,000	Construction	\$1,015,000		
2	Tennis Courts ADA Improvements**	Design	\$8,000			Construction	\$50,000	Construction	\$250,000		
3	City Hall ADA Improvements**			Design	\$30,000	Design	\$7,000	Construction	\$300,000		
4	City Hall campus parking lot improvements***	Design	\$21,000					Design	\$50,000	Construction	\$500,000
Total			\$40,391		\$60,000		\$142,000		\$1,615,000		\$500,000

* Possible offset of General Fund with successful grant pursuits.

** Low interest rate financing available through CJPIA for ADA projects with 5 year repay plan

*** Eligible to be funded using a combination of accumulated local returns from Measures R and M transportation funds, Measure A County Park fund, and Measure W Clean Water fund.

SCHEDULE

		FY 2018-2019		FY 2019-2020		FY 2020-2021		FY 2021-2022		FY 2022-2023	
		Phase	Timeframe	Phase	Timeframe	Phase	Timeframe	Phase	Timeframe	Phase	Timeframe
1	8" Sewer Main along Rolling Hills Road*	Feasibility Study Phase I	Feb 18 - Oct 18	Feasibility Study Phase II	May 19 - May 20	Design	July 20 - Feb 21	Construction	July 21 - Nov 21		
2	Tennis Courts ADA Improvements**	Design				Construction	May 21 - Sept 21	Construction	May 21 - Sept 21		
3	City Hall ADA Improvements**			Design	Jan 20 - Sept 20	Design	Jan 20 - Sept 20	Construction	July 21 - Nov 21		
4	City Hall campus parking lot improvements***	Design						Design	Feb 22 - Jun 22	Construction	Aug 22 - Dec 22

**CITY OF ROLLING HILLS
FIVE YEAR FINANCIAL FORECAST
GENERAL FUND
FY 2020-2021 TO 2024-2025**

AUDITED ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	PROPOSED BUDGET FY 20/21	VARIANCE FAVORABLE (UNFAVORABLE) ADOPTED VS PROJECTED	ASSUMPTIONS				2021 2022	2022 2023	2023 2024	2024 2025	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025

FIVE YEAR FINANCIAL FORECAST SUMMARY

BEGINNING FUND BALANCE		5,306,947	\$ 5,795,780	\$ 5,795,780	\$ 5,716,148						\$ 5,237,303	\$ 4,697,783	\$ 4,201,993	\$ 3,687,018
GENERAL FUND REVENUES														
TAXES		\$ 1,252,079	\$ 1,194,300	\$ 1,155,743	\$ 1,228,600	6.30%	3.09%	2.93%	2.94%	2.95%	\$ 1,266,509	\$ 1,303,624	\$ 1,342,014	\$ 1,381,637
OTHER AGENCIES		215,126	223,500	226,066	232,500	2.85%	3.00%	3.00%	3.00%	3.00%	239,475	246,659	254,059	261,681
LICENSES & PERMITS		530,871	643,300	265,332	321,550	21.19%	1.50%	1.53%	1.77%	2.00%	326,375	331,375	337,226	343,970
USE OF PROPERTY & MONEY		269,036	184,000	218,066	168,000	-22.96%	1.19%	1.05%	1.06%	1.06%	170,000	171,785	173,601	175,449
EXCHANGE FUNDS		56,250	-	-	56,250	0.00%	0.00%	0.00%	0.00%	0.00%	-	56,250	-	56,250
OTHER REVENUES		29,250	33,200	22,389	53,500	138.96%	-60.69%	25.39%	-17.64%	24.66%	21,032	26,372	21,719	27,074
TOTAL REVENUES		\$ 2,352,611	\$ 2,278,300	\$ 1,887,597	\$ 2,060,400	9.15%	-1.80%	5.57%	-0.35%	5.52%	\$ 2,023,391	\$ 2,136,065	\$ 2,128,620	\$ 2,246,061
GENERAL FUND EXPENDITURES														
01 CITY ADMINISTRATION														
EMPLOYEE SALARIES		\$ 283,291	\$ 419,800	\$ 336,866	\$ 435,100	29.16%	2.00%	2.00%	2.00%	2.00%	\$ 443,802	\$ 452,678	\$ 461,732	\$ 470,966
EMPLOYEE BENEFITS		122,040	176,600	146,802	190,000	29.43%	6.11%	56.19%	4.78%	-25.15%	201,606	314,890	329,946	246,970
TOTAL PERSONNEL		405,331	596,400	483,668	625,100	29.24%	3.25%	18.93%	3.14%	-9.31%	645,408	767,568	791,678	717,937
MATERIALS & SUPPLIES		108,317	141,000	111,866	143,500	28.28%	-21.68%	2.13%	2.14%	2.23%	112,393	114,786	117,238	119,855
CONTRACTUAL SERVICES		134,589	176,600	166,537	213,200	28.02%	3.37%	-10.22%	19.10%	-9.29%	220,380	197,860	235,652	213,771
CAPITAL OUTLAY		-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	-	-	-	32,000
01 TOTAL CITY ADMINISTRATION		648,237	914,000	762,073	981,800	28.83%	-0.37%	10.43%	5.96%	-5.33%	978,181	1,080,214	1,144,567	1,083,561
05 FINANCE														
EMPLOYEE SALARIES		-	-	-	-	N/A	0.00%	0.00%	0.00%	0.00%	-	-	-	-
EMPLOYEE BENEFITS		-	-	-	-	N/A	0.00%	0.00%	0.00%	0.00%	-	-	-	-
TOTAL PERSONNEL		-	-	-	-	N/A	0.00%	0.00%	0.00%	0.00%	-	-	-	-
MATERIALS & SUPPLIES		160	650	310	2,100	577.42%	3.00%	3.00%	3.00%	3.00%	2,163	2,228	2,295	2,364
CONTRACTUAL SERVICES		110,208	118,800	118,398	120,783	2.01%	1.72%	2.00%	2.00%	2.00%	122,857	125,314	127,820	130,376
CAPITAL OUTLAY		-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	-	-	-	-
05 TOTAL FINANCE		110,368	119,450	118,708	122,883	3.52%	1.74%	2.02%	2.02%	2.02%	125,020	127,542	130,115	132,740

**CITY OF ROLLING HILLS
FIVE YEAR FINANCIAL FORECAST
GENERAL FUND
FY 2020-2021 TO 2024-2025**

	AUDITED ACTUAL FY 18/19	ADJUSTED ANNUAL BUDGET FY 19/20	PROJECTED FY 19/20	PROPOSED BUDGET FY 20/21	VARIANCE FAVORABLE (UNFAVORABLE) ADOPTED VS PROJECTED	ASSUMPTIONS				FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
						2022	2023	2024	2025									
15 PLANNING & DEVELOPMENT																		
EMPLOYEE SALARIES	206,975	209,250	227,787	212,450	-6.73%	2.00%	2.00%	2.00%	2.00%	216,699	221,033	225,454	229,963					
EMPLOYEE BENEFITS	85,929	78,950	64,830	72,950	12.53%	6.02%	6.68%	10.17%	7.39%	77,338	82,505	90,898	97,611					
TOTAL PERSONNEL	292,904	288,200	292,617	285,400	-2.47%	3.03%	3.23%	4.22%	3.55%	294,037	303,539	316,352	327,574					
MATERIALS & SUPPLIES	9,005	12,600	6,542	12,600	92.60%	1.68%	1.71%	1.74%	1.77%	12,812	13,031	13,258	13,493					
CONTRACTUAL SERVICES	437,345	528,000	344,516	524,400	52.21%	-29.38%	3.46%	3.48%	3.50%	370,320	383,134	396,462	410,327					
CAPITAL OUTLAY	-	-	-	2,000	0.00%	0.00%	0.00%	0.00%	0.00%	-	-	-	-					
15 TOTAL PLANNING & DEVELOPMENT	739,255	828,800	643,675	824,400	28.08%	-17.86%	3.33%	3.77%	3.49%	677,169	699,704	726,072	751,393					
25 LAW ENFORCEMENT	245,361	297,200	221,559	291,785	31.70%	2.44%	0.64%	4.53%	4.53%	298,895	300,817	314,436	328,693					
65 NON-DEPARTMENT	53,750	104,650	53,538	97,350	81.83%	-6.99%	2.47%	2.50%	2.54%	90,550	92,785	95,106	97,518					
75 CITY PROPERTIES	61,842	79,500	69,385	67,500	-2.72%	122.36%	-41.51%	2.86%	2.89%	150,095	87,794	90,301	92,911					
TOTAL GENERAL FUND EXPENDITURES	\$ 1,858,812	\$ 2,343,600	\$ 1,868,937	\$ 2,385,718	27.65%	-2.76%	2.97%	4.68%	-0.55%	\$ 2,319,910	\$ 2,388,855	\$ 2,500,597	\$ 2,486,817					
NET REVENUES BEFORE TRANSFERS	493,800	(65,300)	18,660	(325,318)	-1843.40%	-8.85%	-14.75%	47.15%	-35.28%	(296,519)	(252,790)	(371,976)	(240,756)					
TRANSFERS	(4,966)	(374,000)	(98,292)	(153,527)	56.19%	58.28%	0.00%	-41.15%	0.00%	(243,000)	(243,000)	(143,000)	(143,000)					
NET REVENUE(DEFICIT) AFTER TRANSFERS	\$ 488,833	\$ (439,300)	\$ (79,632)	\$ (478,845)	501.32%	12.67%	-8.11%	3.87%	-25.48%	\$ (539,519)	\$ (495,790)	\$ (514,976)	\$ (383,756)					
ENDING FUND BALANCE	\$ 5,795,780	\$ 5,356,480	\$ 5,716,148	\$ 5,237,303						\$ 4,697,783	\$ 4,201,993	\$ 3,687,018	\$ 3,303,262					

CITY OF ROLLING HILLS
PRELIMINARY PROPOSED BUDGET 05/26/20 - COUNCIL WORKSHOP
FY 20/21 BUDGET HIGHLIGHTS

GENERAL FUND

REVENUES				
ACCOUNT	FY 19/20 ADJUSTED BUDGET	FY 19/20 PROJECTED ACTUAL	FY 19/20 PROPOSED BUDGET	COMMENT
PROPERTY TAXES	\$ 1,144,500	\$ 1,112,541	\$ 1,190,300	4.00% INCREASE \$45,800 From FY 19/20 Budget
MOTOR VEHICLE IN LIEU	223,500	226,066	232,500	4.00% INCREASE \$9,000 From FY 19/20 Budget
REAL ESTATES TRANSFER TAX	41,800	39,437	33,500	20% Decrease (\$8,300) From FY 19/20 Budget
BUILDING & OTHER PERMITS	583,000	236,712	281,250	51.76% Decrease (\$301,750) From FY 19/20 Budget
VARIANCE, PLANNING & ZONING	40,000	9,831	20,000	50% Decrease (\$20,000) From 19/20 Budget
PROPOSITION A EXCHANGE	-	-	56,250	NO BUDGET FOR 19/20
CITY HALL LEASE RHCA	84,000	83,976	68,000	Decrease by \$16K, STRIPING OFFSET
INTEREST INCOME	100,000	134,090	100,000	FLAT 19/20
MISCELLANEOUS REVENUE	17,500	4,132	37,800	FY 20/21 \$30,300 Retiree Health
TOTAL REVENUES	\$ 2,278,300	\$ 1,887,597	\$ 2,060,400	

NOTE: TOTAL FY 20/21 PROPOSED GENERAL FUND BUDGET OF \$2,060,400 IS (\$274,150) LOWER
(LESS FY 20/21 PROP A 56K) THAN THE FY 19/20 ADJUSTED BUDGET OF \$2,2278,300.

EXPENDITURES

CITY ADMINISTRATION

ACCOUNT	FY 19/20 ADJUSTED BUDGET	FY 19/20 PROJECTED ACTUAL	FY 19/20 PROPOSED BUDGET	COMMENT
SALARIES	\$ 409,300	\$ 336,866	\$ 424,600	FY 20/21 SALARIES ARE 3.74% HIGHER THAN FY 19/20
SALARIES PART TIME	10,500	-	10,500	FY 20/21 PART TIME EMPLOYEE - NO BENEFITS
TOTAL SALARIES	\$ 419,800	\$ 336,866	\$ 435,100	
ANNUAL UNFUNDED LIABILITY	63,100	49,363	72,400	\$9K ALLOCATION FY 20/21 PERS UNFUNDED LIABILITY
GROUP INSURANCE	40,800	35,451	47,600	9K HIGHER THN FY 19/20 FY 20-21 MEDICAL CAP \$1,642
OFFICE SUPPLIES & EXPENSE	60,000	49,569	60,000	FLAT 20/21 BUDGET
EQUIPMENT LEASING COSTS	4,100	5,181	4,100	FLAT 20/21 BUDGET
CITY COUNCIL EXPENSE	10,000	6,557	10,000	FLAT 20/21 BUDGET
OTHER GENERAL ADMIN. EXPENSE	10,000	5,542	10,000	FLAT 20/21 BUDGET
ELECTION EXPENSE	0	300	30,000	FY 20/21 ELECTION EXPENSE
CITY ATTORNEY	90,000	83,211	90,000	FLAT 20/21 BUDGET
CONSULTING FEES	77,600	70,897	74,200	\$15K doc scanning, DACTRACK \$5K, IT \$37K, HR Assistance \$5K, Southbay Fiber \$12K
CAPITAL OUTLAY - EQUIPMENT	-	-	10,000	WIRING \$5K, PHONES \$5K
TOTAL CITY ADMINISTRATION	\$ 924,000	\$ 762,073	\$ 981,800	(B) \$67,800 ^7.42% HIGHER THAN FY 19/20

(B) NOTE: TOTAL FY 20/21 PROPOSED BUDGET OF \$981,800 - INCLUDES \$30K CITY ELECTION, \$49K IT RELATED SERVICES, \$20K DOCUMENT MANAGEMEN
COMPARED TO FY 19/20 ADJUSTED BUDGET OF 914,000 IS AN INCREASE OF 68K - 7.42% HIGHER.

FINANCE

ACCOUNT	FY 19/20 ADJUSTED BUDGET	FY 19/20 PROJECTED ACTUAL	FY 19/20 PROPOSED BUDGET	COMMENT
CONSULTING FEES	\$ 101,700	\$ 101,618	\$ 103,683	\$1,700 ^1.91% INCREASE IN RAMS CONTRACT
ANNUAL AUDIT	17,100	16,780	17,100	FLAT 20/21
TOTAL FINANCE	\$ 119,450	\$ 118,708	\$ 122,883	(C) ^ TO FY 19/20 BUDGET \$3K ^2.87%

(C) NOTE: TOTAL FY 20/21 PROPOSED BUDGET IS AN INCREASE OF \$2K 1.91% INCREASE IN RAMS CONTRACT

PLANNING & DEVELOPMENT

ACCOUNT	FY 19/20 ADJUSTED BUDGET	FY 19/20 PROJECTED ACTUAL	FY 19/20 PROPOSED BUDGET	COMMENT
SALARIES FULL TIME	\$ 193,500	\$ 219,454	\$ 196,700	FLAT 20/21
SALARIES PART TIME	15,750	8,333	15,750	FLAT 20/21
TOTAL SALARIES	\$ 209,250	\$ 227,787	\$ 212,450	
ANNUAL UNFUNDED LIABILITY	29,800	29,502	33,800	\$4K ALLOCATION FY 20/21 PERS UNFUNDED LIABILITY
GROUP INSURANCE	19,000	13,434	16,200	BUDGETED \$3K LESS THAN FY 19/20 - FY 20/21 MEDICAL CAP \$1,642
BUILDING INSPECTION LA COUNTY/WILLDAN	195,000	97,242	150,000	45K DECREASE REDUCTION IN FY 20/21 BUILDING PERMITS W OFFSET \$32k, \$70K MS4 PERMIT, \$40K CIMP, \$11K SMB, \$9500 Trash, \$16.5K Harbor, \$8K Fee
STORM WATER MANAGEMENT	185,000	113,415	124,000	91K INCREASE FROM FY 19/20 - 5TH & 6TH HOUSING \$110K
SPECIAL PROJECT STUDY & CONSULTANT	105,000	92,520	196,400	FY 20-21 DISASTER EQUIPMENT NO CAPITAL OUTLAY
CAPITAL OUTLAY - EQUIPMENT	-	-	2,000	
TOTAL PLANNING & DEVELOPMENT	\$ 828,800	\$ 643,675	\$ 824,400	(D) ^ TO FY 20/21 BUDGET \$14.4K LOWER - DECREASE ^1.72%

(D) NOTE: TOTAL FY 20/21 PROPOSED BUDGET OF \$52K HIGHER ^7.26% HIGHER COMPARED TO 19/20 ADJUSTED BUDGET OF \$718,800

LAW ENFORCEMENT

ACCOUNT	FY 19/20 ADJUSTED BUDGET	FY 19/20 PROJECTED ACTUAL	FY 19/20 PROPOSED BUDGET	COMMENT
LAW ENFORCEMENT	\$ 221,700	\$ 198,637	\$ 232,785	FY 20/21 GF FLAT \$11K OR 5.00% INCREASE FROM FY 19/20
OTHER LAW ENFORCEMENT EXPENSE	3,000	2,333	3,000	FLAT 20/21
WILD LIFE MANAGEMENT				
WILD LIFE MGMT & PEST CONTROL - LA COUNTY	49,500	10,102	42,000	7K LESS THAN FY 19/20
PEAFOWL	12,000	5,050	8,000	4K LESS THAN 19/20
TOTAL WILD LIFE MANAGEMENT	61,500	15,152	50,000	11K LESS THAN 19/20
ANIMAL CONTROL - LA COUNTY	11,000	5,437	6,000	5K DECREASE LESS THAN 19/20
TOTAL LAW ENFORCEMENT	\$ 297,200	\$ 221,559	\$ 291,785	(E) 5K LESS 1.82% LESS THAN 19/20

(E) NOTE: TOTAL FY 20/21 PROPOSED BUDGET OF \$291,785 COMPARED TO 19/20 ADJUSTED BUDGET OF \$297,200 IS 5K LESS ^1.82% LOWER

NON-DEPARTMENT

ACCOUNT	FY 19/20 ADJUSTED BUDGET	FY 19/20 PROJECTED ACTUAL	FY 19/20 PROPOSED BUDGET	COMMENT
SOUTH BAY COMMUNITY ORGANIZATION	\$ 4,100	\$ 3,100	\$ 4,100	FLAT 20/21
CONTINGENCY	25,000	5,000	25,000	FLAT 20/21
INSURANCE & BOND EXPENSE	34,900	28,106	27,600	DECREASE \$6K
EMERGENCY PREPAREDNESS	29,000	9,770	29,000	FLAT 20/21
TOTAL NON-DEPARTMENT	\$ 104,650	\$ 53,538	\$ 97,350	(F) DECREASE OF \$7K ^6.97% COMPARED TO FY 19/20

(F) NOTE: TOTAL FY 20/21 PROPOSED BUDGET OF \$97,350 IS A DECREASE OF \$7K ^6.97% LOWER COMPARED TO 19/20 ADJUSTED BUDGET OF \$104,650

CITY PROPERTIES

ACCOUNT	FY 19/20 ADJUSTED BUDGET	FY 19/20 PROJECTED ACTUAL	FY 19/20 PROPOSED BUDGET	COMMENT
UTILITIES	\$ 34,000	\$ 31,744	\$ 34,000	FLAT 20/21
REPAIRS & MAINTENANCE	\$ 32,000	\$ 25,763	\$ 20,000	FY 20/21 \$12K LESS FOR REPAIRS & MAINTENANCE
AREA LANDSCAPING	13,500	11,878	13,500	FLAT 20/21
TOTAL CITY PROPERTIES	\$ 79,500	\$ 69,385	\$ 67,500	^ TO FY 19/20 BUDGET DECREASE \$12K ^15.09% LOWER
TOTAL GENERAL FUND EXPENDITURES	\$ 2,353,600	\$ 1,868,938	\$ 2,385,718	^ TO FY 19/20 ADJUSTED BUDGET \$32K HIGHER ^1.4%
NET REVENUES BEFORE TRANSFERS	\$ (75,300)	\$ 18,659	\$ (325,318)	FY 20/21 DEFICIT IS 250K HIGHER THAN FY 19/20 ADJUSTED BUDGET DEFICIT OF \$75K.
FUND TRANSFERS (OUT) IN				
TRAFFIC SAFETY FUND	(54,500)	(18,606)	(20,000)	INCLUDES \$20K WORK OTHER THAN STRIPING
CAPITAL IMPROVEMENT FUND	(340,000)	(103,686)	(89,000)	TRANSFER TO CIP - TENNIS COURTS \$50K + \$7K CITY HALL ADA
UNDERGROUND UTILITY FUND	-	-	-	DESIGN + \$32k FOR ACACIA REMOVAL
COMMUNITY FACILITIES	(3,500)	-	(11,000)	NO TRANSFER FY 20/21
REFUSE COLLECTION FUND - TRANSFER IN	24,000	24,000	24,000	TRANSFER OUT FY 19/20 \$11,000
REFUSE COLLECTION FUND - TRANSFER OUT	-	-	(57,527)	TRANSFER \$24,000 FOR ADMINISTRATION
TOTAL TRANSFERS	(374,000)	(98,292)	(153,527)	REFUSE FUND CASH RESERVE REQUIREMENT
NET REVENUE (DEFICIT) AFTER TRANSFERS	\$ (449,300)	\$ (79,633)	\$ (478,845)	TOTAL FY 20/21 DEFICIT IS \$30K HIGHER THAN FY 19/20 BUDGET

	OTHER FUNDS			
	FY 19/20 ADJUSTED BUDGET	FY 19/20 PROJECTED ACTUAL	FY 19/20 PROPOSED BUDGET	COMMENT
COMMUNITY FACILITIES FUND				
EQUESTRIAN FACILITIES MAINTENANCE	\$ 5,000	\$ -	\$ 5,000	CABALLEROS
TENNIS MAINTENANCE EXPENSE	5,000	5,000	5,000	TENNIS ANNUAL MAINTENANCE EXPENSE
WOMENS'S CLUB	5,000	2,350	5,000	WOMEN'S CLUB
	<u>\$ 15,000</u>	<u>\$ 7,350</u>	<u>\$ 15,000</u>	TRANSFER FROM GENERAL FUND \$11K IN FY 20-21
MUNICIPAL SELF INSURANCE FUND				
	\$ 3,000	\$ -	\$ 3,000	NO CHANGE
REFUSE COLLECTION FUND				
SERVICE CHARGES	\$ 768,900	\$ 762,300	\$ 770,000	FLAT COMPARED TO FY 19-20
CONSRUCTION & DEMO PERMITS	7,000	23,000	7,000	FLAT COMPARED TO FY 19-20
MISCELLANEOUS REVENUE	65,000			
TOTAL REVENUE	<u>840,900</u>	<u>\$ 785,300</u>	<u>\$ 777,000</u>	
REFUSE SERVICE CONTRACT	825,089	825,100	905,548	\$1,293.64 X 700= \$905,548
MISCELLANEOUS EXPENSE		18,700		
	<u>825,089</u>	<u>843,800</u>	<u>905,548</u>	
OPERATING TRANSFER OUT TO GENERAL FUND	24,000	24,000	24,000	TRANSFER \$24,000 FOR ADMISISTRATION
TOTAL EXPENDITURES	<u>\$ 849,089</u>	<u>\$ 867,800</u>	<u>929,548</u>	
			(152,548)	
OPERATING TRANSFER IN FROM GENERAL FUND			57,528	TRANSFER FROM GENERAL FUND - FY 20/21 SUBSIDY
NET REVENUES (DEFICIT) AFTER TRANSFERS			(95,021)	
CASH RESERVE	(66,200)	(66,200)	-	FY 20/21 NO CASH RESERVE - ZERO FUND BALANCE
UNASSIGNED FUND BALANCE BEGINNING			\$ 95,021	
UNASSIGNED FUND BALANCE ENDING	<u><u>\$ 38,132</u></u>	<u><u>\$ 28,821</u></u>	<u><u>\$ -</u></u>	
TRAFFIC SAFETY FUND				
ROAD STRIPING - DELINEATORS - PAVING	\$ 40,000	\$ 49,590	\$ 20,000	\$20K LESS THAN FY 19-20, FOR OTHER WORK OUTSIDE OF
TRAFFIC ENGINEERING & SURVEY	12,000	5,542	-	ANNUAL STRIPING
ROAD SIGNS & MISCELLANEOUS EXPENSE	3,182	-	-	
TRANSFER FROM GENERAL FUND	18,606	18,606	20,000	
TRANSFER FROM CAPITAL PROJECTS FUND	<u>36,526</u>	<u>36,526</u>		TRANSFER FROM GENERAL FUND \$20K IN FY 20-21
FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	
PROPOSITION A				
PROPOSITION A EXCHANGE	\$ -	\$ -	\$ 75,000	FY 20/21 PROP A EXCHANGE
PROPOSITION C				
PROPOSITION C GIFTED	\$ -	\$ -	\$ 60,000	FY 20/21 PROP C GIFTED

	OTHER FUNDS (Continued)			
	FY 19/20 ADJUSTED BUDGET	FY 19/20 PROJECTED ACTUAL	FY 19/20 PROPOSED BUDGET	COMMENT
MEASURER R				
MEASURER R GIFTED	\$ -	\$ -	\$ -	FY 20/21 NO CHANGE
MEASURER M				
MEASURER M GIFTED	\$ -	\$ -	\$ -	FY 20/21 NO CHANGE
COPS FUND				
COPS ALLOCATION	\$ 140,000	\$ 155,948	\$ 155,000	15K HIGHER IN FY 20/21
COPS PROGRAM EXPENDITURES	160,000	183,434	164,898	COPS ALLOCATION \$139K LA COUNTY SHERIFF'S - \$25,800 TRAFFIC ENFORCEMENT
CLEEP FUND				
CLEEP - TECHNOLOGY PROGRAM	\$ 2,700	\$ 2,700	\$ 2,700	FY 20/21 NO CHANGE AUTOMATED LICENSE PLATE READER MONTHLY MAIN.
UTILITY FUND				
UNDERGROUND UTILITY PROJECT	\$ 150,000	\$ 9,444	\$ 150,000	BUDGET SAME AS LAST YEAR
SEWER DESIGN - CONSTRUCTION PROJECT	22,000	31,108	85,000	FY 20/21 SEWER DESIGN - CONSTRUCTION PROJECT
	<u>\$ 172,000</u>	<u>\$ 40,552</u>	<u>\$ 235,000</u>	
TRANSFER FROM GENERAL FUND	-	-	-	NO TRANSFER FROM GENERAL FUND IN FY 19-20
CAPITAL PROJECTS FUND				
MISCELLANEOUS REVENUE	\$ 10,000		\$ -	FY 19/20 RHCA PORTION OF TENNIS COURT LIGHTS
NON-BUILDING IMPROVEMENTS - TENNIS COURTS	\$ 249,274	\$ 7,960	\$ 50,000	TENNIS COURT IMPROVEMENTS CONSTRUCTION \$50K
CITY HALL IMPROVEMENTS - ADA DESIGN	30,000	25,000	7,000	CITY HALL ADA DESIGN
ACACIA REMOVAL	96,200	96,200	\$ 32,000	
	<u>375,474</u>	<u>129,160</u>	<u>\$ 89,000</u>	
TRANSFER FROM GENERAL FUND	340,000	103,686	89,000	FY 20/21 TRANSFER TO CIP - FROM GENERAL FUND
TRANSFER TO TRAFFIC SAFETY FUND	(36,526)	(36,526)	-	
			-	
MEASURE W				
GRANT REVEUNE - MEASURE W	\$ 120,000	\$ -	\$ 110,000	FY 20/21 10K LESS THAN FY 19/20
STORM WATER MANAGEMENT	\$ 120,000	-	38,750	FY 20/21 ELIGIBLE FOR 70% NEW SPENDING
MEASURE A				
GRANT REVEUNE - MEASURE A	\$ -	\$ -	\$ 26,100	NEW PROGRAM - THREE YEARS 2018, 2019, 2020 REV.
	-	-	\$ -	

CITY OF ROLLING HILLS
GENERAL FUND HISTORICAL GRAPH REVENUES & EXPENDITURES HIGHLIGHTS
HISTORICAL ACTUAL - FY 2016/17 TO FY 2018/19
PROJECTED - FY 2019/20
PROPOSED BUDGET - FY 2020/21

PROPOSED 6/08/20

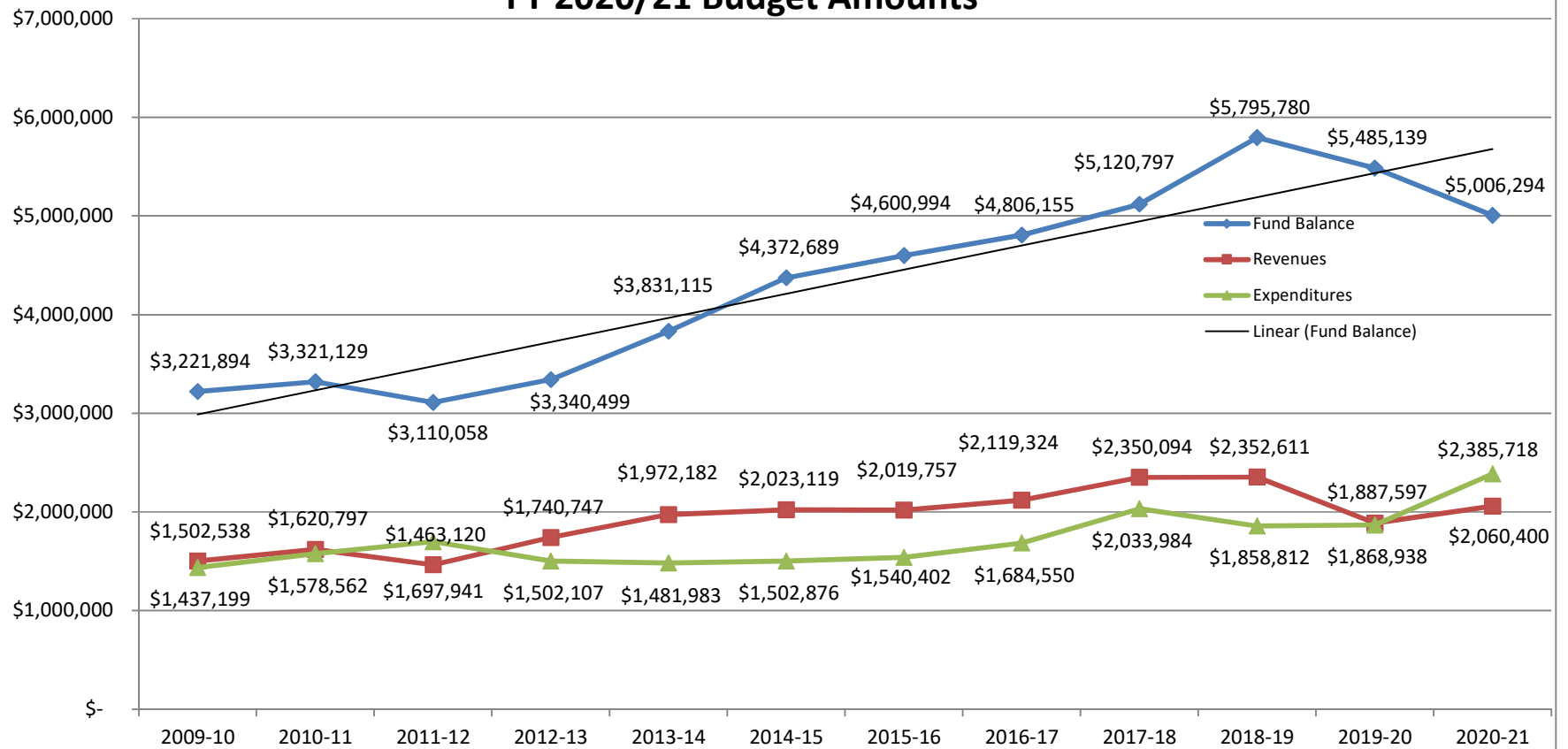
GENERAL FUND SUMMARY OF TOP SEVEN REVENUES

	HISTORICAL AUDITED ACTUAL			^%		^%		^%
	FY 16/17	FY 17/18	FY 18/19	FY 16/17 TO FY 18/19	FY 19/20 PROJECTED	FY 18/19	FY 20/21 PROPOSED	FY 19/20
PROPERTY TAXES	\$ 1,007,250	\$ 1,089,838	\$ 1,189,613	18.1%	\$ 1,112,541	-6.5%	\$ 1,190,300	7.0%
BUILDING & OTHER PERMIT FEES	602,149	769,138	482,048	-19.9%	236,712	-50.9%	281,250	18.8%
MOTOR VEHICLE IN LIEU TAX - VLF	197,098	208,562	215,126	9.1%	226,066	5.1%	232,500	2.8%
REAL ESTATE TRANSFER TAX	39,303	44,881	56,011	42.5%	39,437	-29.6%	33,500	-15.1%
VARIANCE, PLANNING & ZONING FEES	42,605	36,042	33,199	-22.1%	9,831	-70.4%	20,000	103.4%
PROPOSITION A EXCHANGE	56,250	-	56,250		-		56,250	
INTEREST EARNED	37,498	87,326	185,060	393.5%	134,090	-27.5%	100,000	-25.4%
ALL OTHER REVENUES	137,171	114,307	135,304	-1.4%	128,920	-4.7%	146,600	13.7%
TOTAL GENERAL FUND REVENUES	<u>\$ 2,119,324</u>	<u>\$ 2,350,094</u>	<u>\$ 2,352,611</u>	<u>11.0%</u>	<u>\$ 1,887,597</u>	<u>-19.8%</u>	<u>\$ 2,060,400</u>	<u>9.2%</u>

GENERAL FUND SUMMARY OF TOP SEVEN EXPENDITURES

	HISTORICAL AUDITED ACTUAL			^%		^%		^%
	FY 16/17	FY 17/18	FY 18/19	FY 16/17 TO FY 18/19	FY 19/20 PROJECTED	FY 18/19	FY 20/21 PROPOSED	FY 19/20
EMPLOYEE SALARIES	\$ 504,476	\$ 515,688	\$ 490,266	-2.8%	\$ 564,653	15.2%	\$ 647,550	14.7%
EMPLOYEE BENEFITS	212,738	391,166	207,969	-2.2%	211,632	1.8%	262,950	24.2%
BUILDING INSPECTION LA COUNTY/WILDAN	166,032	221,168	174,831	5.3%	97,758	-44.1%	150,000	53.4%
STORM WATER MANAGEMENT	117,448	147,276	135,116	15.0%	113,415	-16.1%	124,000	9.3%
CITY ATTORNEY	114,720	150,378	131,594	14.7%	115,529	-12.2%	137,000	18.6%
LAW ENFORCEMENT	211,552	208,400	208,950	-1.2%	198,637	-4.9%	232,785	17.2%
FINANCE CONSULTING FEES	92,477	90,397	94,468	2.2%	101,618	7.6%	103,683	2.0%
ALL OTHER EXPENDITURES	<u>265,107</u>	<u>309,511</u>	<u>415,618</u>	<u>56.8%</u>	<u>465,696</u>	<u>12.0%</u>	<u>727,750</u>	<u>56.3%</u>
TOTAL GENERAL FUND EXPEND BEFORE TRANSFERS	\$ 1,684,550	\$ 2,033,984	\$ 1,858,812	10.3%	\$ 1,868,938	0.5%	\$ 2,385,718	27.7%
NET GENRAL FUND TRANSFERS	229,613	1,468	4,966		98,292		153,527	
TOTAL GENERAL FUND EXPENDITUES	<u>\$ 1,914,163</u>	<u>\$ 2,035,452</u>	<u>\$ 1,863,778</u>	<u>-2.6%</u>	<u>\$ 1,967,230</u>	<u>5.6%</u>	<u>\$ 2,539,245</u>	<u>29.1%</u>
NET REVENUE (DEFICT) AFTER TRANSFERS	<u>\$ 205,161</u>	<u>\$ 314,642</u>	<u>\$ 488,833</u>	<u>138.3%</u>	<u>\$ (79,633)</u>	<u>-116.3%</u>	<u>\$ (478,845)</u>	<u>501%</u>

City of Rolling Hills - General Fund Historical Revenue & Expenditure Trends - FY 2020/21 Budget Amounts



Fiscal years 2009/10 to 2018/19 are actual amounts, FY 2019/20 projected amounts, FY 2020/21 proposed budget amounts

RESOLUTION NO. 1253

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ADOPTING THE FY 2020-21 CITY OF ROLLING HILLS BUDGET INCLUDING THE ANNUAL REPORT ON: GENERAL FUND; COMMUNITY FACILITIES FUND; MUNICIPAL SELF INSURANCE FUND; REFUSE COLLECTION FUND; SOLID WASTE CHARGES; TRAFFIC SAFETY FUND; TRANSIT FUND-MEASURE R; TRANSIT FUND-MEASURE M; TRANSIT FUND-PROPOSITION A; TRANSIT FUND-PROPOSITION C; COPS AND CLEEP FUND; UTILITY FUND; CAPITAL PROJECT FUND; MEASURE W FUND AND MEASURE A FUND FOR FISCAL YEAR 2020-21.

WHEREAS, members of the Rolling Hills City Council opened a public hearing on Monday, June 8, 2020 to consider the recommended Fiscal Year 2020-21 City of Rolling Hills Proposed Budget; and

WHEREAS, following the public hearing on the Fiscal Year 2020-21 City of Rolling Hills Proposed Budget, members of the Rolling Hills City Council desire to adopt said document.

NOW, THEREFORE, BE IT RESOLVED BY MEMBERS OF THE ROLLING HILLS CITY COUNCIL AS FOLLOWS:

Section 1. Members of the City Council hereby adopt the Fiscal Year 2020-21 City of Rolling Hills Budget.

Section 2. Appropriations in the amount not to exceed \$2,385,718 (Budget and Budget Contingency) are authorized in the Fiscal Year 2020-21 General Fund Budget for the purpose of carrying on the business of the City for General Government, Public Safety, Public Service, and other items.

Section 3. Appropriations in the amount not to exceed \$1,608,896 are authorized in the various funds: Community Facilities Fund, Municipal Self Insurance Fund, Refuse Collection Fund, Traffic Safety Fund, Transit Fund-Measure R, Transit Fund-Measure M, Transit Fund-Proposition A, Transit Fund-Proposition C, COPS, CLEEP Fund, Utility Fund, Capital Project Fund, Measure W Fund and Measure A Fund for the purpose of carrying on the business of the City.

Section 4. The City Manager may transfer appropriations between and among all departments, as defined in the Fiscal Year 2020-21 budget in order to ensure revenue and expenditures correspond to the intent of the City Council.

The legal level of appropriated budgetary control, that is the level at which expenditures may not exceed appropriations, is at the fund level for any one fund. Supplemental appropriations during the year must be approved by the City Council. All unexpended budgetary appropriations lapse at the end of the fiscal year.

Section 5. The Mayor is hereby directed to sign this Resolution, and the City Clerk is directed to attest thereto.

PASSED, APPROVED AND ADOPTED this 8th day of June, 2020.

Jeff Pieper
Mayor

ATTEST:

Yohana Coronel
City Clerk

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

The foregoing Resolution No. 1253 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ADOPTING THE FY 2020-21 CITY OF ROLLING HILLS BUDGET INCLUDING THE ANNUAL REPORT ON: GENERAL FUND; COMMUNITY FACILITIES FUND; MUNICIPAL SELF INSURANCE FUND; REFUSE COLLECTION FUND; SOLID WASTE CHARGES; TRAFFIC SAFETY FUND; TRANSIT FUND-MEASURE R; TRANSIT FUND-MEASURE M; TRANSIT FUND-PROPOSITION A; TRANSIT FUND-PROPOSITION C; COPS AND CLEEP FUND; UTILITY FUND; CAPITAL PROJECT FUND; MEASURE W FUND AND MEASURE A FOR FISCAL YEAR 2020-21.

was approved and adopted at a regular meeting of the City Council on June 8, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Yohana Coronel
City Clerk

RESOLUTION NO. 1254

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS ESTABLISHING THE 2020-21 FISCAL YEAR
GANN APPROPRIATION LIMIT FOR THE CITY OF ROLLING
HILLS.

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Based on the foregoing figures and the provision of Article XIII B of the Constitution of the State of California, the following figure accurately represents the 2020-21 Fiscal Year Appropriation Limit of the City of Rolling Hills: \$1,784,681.

Section 2. The City Clerk shall certify to the passage of Resolution No. 1254.

PASSED, APPROVED AND ADOPTED this 8th day of June, 2020.

Jeff Pieper
Mayor

ATTEST:

Yohana Coronel
City Clerk

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

The foregoing Resolution No. 1254 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS ESTABLISHING THE 2020-21 FISCAL YEAR
GANN APPROPRIATION LIMIT FOR THE CITY OF ROLLING
HILLS.

Was approved and adopted at a regular meeting of the City Council on June 8, 2020, by the following roll
call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

YOHANA CORONEL
CITY CLERK



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.A
Mtg. Date: 06/08/2020

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 AN AGREEMENT WITH RACE TELECOMMUNICATION INC. TO PROVIDE BROADBAND SERVICES THROUGH THE SOUTHBAY COUNCIL OF GOVERNMENTS (SBCCOG) FIBER NETWORK PROJECT.

DATE: June 08, 2020

BACKGROUND:

The Southbay Fiber Network is a dedicated fiber-optic system for the use of the Southbay Council of Governments (SBCCOG) and its members. The system provides high-speed connectivity for carrier-grade internet service. The system is built by a team led by American Dark Fiber (ADF). The ADF team includes HP Communications to manage new construction and Race Telecommunication Inc. to provide customer service. All capital cost for connecting early customers will be paid for by the SBCCOG with Measure M (1/2 cent sales tax in Los Angeles County dedicated to transportation needs) Subregional Funds. Early participants will pay NO capital costs.

In August 2019, City Council committed to joining the SBCCOG Fiber Network and submitted a letter of commitment to SBCCOG opting for 3-year term with 1gigabit (Gb) bandwidth. The price for 1 Gb is \$1,000 per month. The staff report to the August 2019 City Council action is attached to this report for reference.

DISCUSSION:

The SBCCOG Board approved an Amended and Restarted Master Services Agreement with ADF. Since then, ADF has been working with HP Communications to build the fiber network ring including the lateral lines from service sites such as Rolling Hills City Hall, to the ring. On Wednesday, June 3, 2020, HP Communications completed the installation of the lateral line to City Hall. The external wires are landed in the service closet housing the water heater, the existing phone circuits, electrical panel and the information technology devices. Broadband service at City Hall can commence pending the execution of a service agreement with Race Telecommunication Inc.

The General Counsel for the SBCCOG is also the City Attorney for Rolling Hills. The City Attorney has reviewed the SBCCOG master agreement with ADF as well as the agency agreement with Race Telecommunication Inc. The City Attorney did not express issues with the contractual terms with Race

Telecommunication Inc presented as a part of this staff report.

If the City Council approves the agreement with Race Telecommunication Inc., broadband services should commence in early July 2020.

FISCAL IMPACT:

In anticipation of the completion of the fiber network project, and the transition from COX service to Race Telecommunications Inc., in July 2020, staff programmed \$1,000 per month for broadband in the proposed FY 2020-2021 budget.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Race Telecommunication Inc. to provide broadband services for a minimum period of three years.

ATTACHMENTS:

[SBCCOG_FiberNetwork_StaffRPT_2019-08-12.pdf](#)

[SBCCOG - City of Rolling Hills #9023 \(2\)-c1_v2.pdf](#)

[SUPPLEMENT FOR SBFN SERVICES-c1-c1.DOCX](#)

[5-20-20 BBK edits SBFN Race MSA_ROLLINGHILLS.docx](#)



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: 8B
Mtg. Date: 08/12/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE JOINING SOUTHBAY CITIES COUNCIL OF GOVERNMENT (SBCCOG) FIBER NETWORK AND DIRECT STAFF TO SUBMIT THE LETTER OF COMMITMENT

DATE: AUGUST 12, 2019

ATTACHMENT:

- 1. SOUTHBAY FIBER NETWORK INFORMATION SHEET**
- 2. SOUTHBAY FIBER NETWORK COMMITMENT LETTER**

BACKGROUND

On July 2019, the Southbay Cities Council of Governments (SBCCOG) contracted with American Dark Fiber (ADF) to provide a broadband network for its 16 member cities and unincorporated communities. ADF is engaged to build a fiber ring that will connect the Southbay cities and become the member cities' Internet Service Provider. SBCCOG's Fiber Network information sheet is attached to this report and provides technical information about the network.

The network is proposed to be a ring architecture that will automatically re-route data traffic in the event of a system disruption. Bandwidth available starts with 1 gigabit (Gb) service. The system will have two diverse internet "hubs" or "points of presence" (POP) (data-centers in El Segundo and Hawthorne) interconnected to it. The price for 1 Gb level of service is \$1,000 per month. ADF will price protect by including automatic price reviews as additional buildings get connected to the network or after set periods have elapsed (i.e., every three years). SBCCOG member price points will drop by 5%

after the aggregate monthly revenue from a combination of internet and transport services provided to SBCCOG members exceeds \$55,000. Further price reviews (for reductions) would continue periodically over time.

DISCUSSION

The City currently use Cox Business as its Internet Service Provider with 10Mb service for \$80 per month. At this speed, staff often experience interruptions when downloading and or uploading large files. This happens most often when staff attempts to upload the City Council agenda to the City's website. Interruptions and multiple attempts to complete file transfer also occur when responding to Public Records Requests.

In an effort to improve efficiency, City staff worked with a previous Information Technology vendor to solicit pricing for broadband with higher services than 10Mb. For 100Mb for 36 months term, the cost was \$975 per month. If the term was shortened to 24 months or 12 months, there would be an installation fee. Through SBCCOG, ADF is offering a price point of \$1,000 per month for 1Gb (1000 Mb) service for 36 months term.

On July 22, 2019, the City Council selected Forum Info-Tech to serve as the City's Information Technology (IT) Department. As a part of Forum Info-Tech's scope of work, the City will be transitioning to cloud-based operation necessitating fast, reliable and resilient internet services. Additionally, based on discussions with ADF, 1Gb capacity can be allocated to multiple sites such as the Hix Ring, Hesse's Gap and or the Rolling Hills Community Association. Users of the Hix Ring and Hesse's Gap can have internet connection tapping off the fiber network wirelessly, if line of sight and or the use of repeaters to City Hall is possible. Similarly, the RHCA building can tap in to the fiber network through the City's capacity using hard connection or wireless connection.

Discussing the RHCA's interest in using the fiber network, RHCA's staff expressed interest and noted that with the proposed price point the RHCA Board would likely switch their current carrier to use the fiber network. RHCA will be discussing this item at their August 15, 2019 Board meeting.

To join the SBCCOG Fiber Network, the ADF will be constructing a lateral line from City Hall to the fiber network ring. The capital cost to construct the lateral line will be absorbed by the SBCCOG as they received approval from Los Angeles County Metropolitan Transportation Authority (Metro) to use Regional Measure M transportation funds to build the ring network and laterals for member cities. The City can connect to the fiber network system at a later time but then would be responsible for the cost of the lateral line.

FISCAL IMPACT

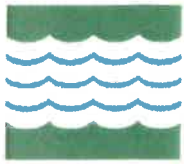
Joining the SBCCOG Fiber Network will increase the City's current cost of internet services. The network is expected to be built by April - June 2020, with services to commence shortly after. The Fiscal Year 2019-20 approved budget only includes funds for the existing internet services. If the City Council decides to join the fiber network, staff will program the expense in Fiscal Year 2020-2021.

RECOMMENDATION

Staff recommends that the City Council join the SBCCOG Fiber Network and direct staff to submit the Letter of Commitment to SBCCOG.

NOTIFICATION

RHCA Manager

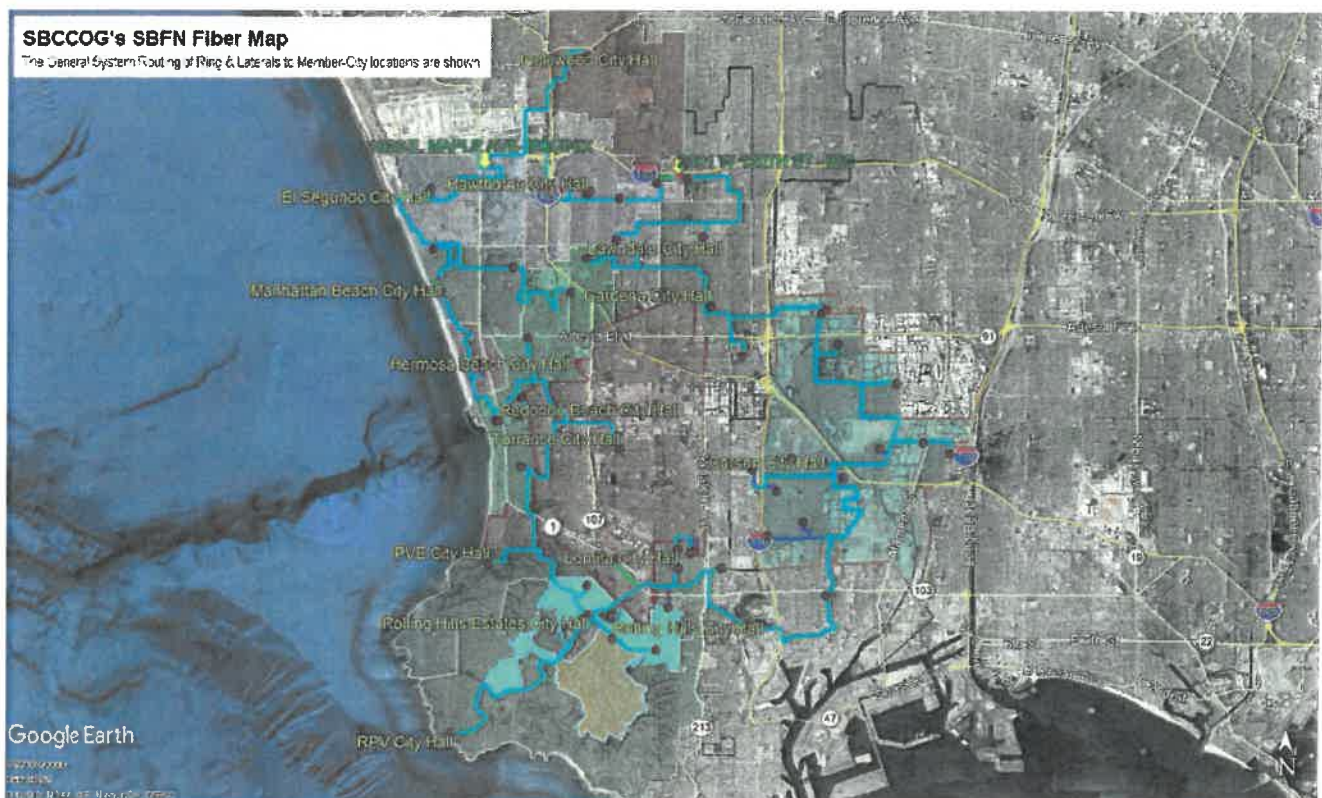


SBCCOG's South Bay Fiber Network (SBFN)

What is the "SBFN"? The South Bay Fiber Network is a dedicated fiber-optic system being developed for the use of the SBCCOG and its membership. The system will provide access points into all member cities, high-speed connectivity for carrier-grade internet service and point to point transport connections with a service level commitment of 99.99% system availability. Also included will be the Beach Cities Health District, LA BioMed, the South Bay Workforce Investment Board, LA Metro and the LA County Dept. of Public Works (last 2 not shown in the diagram). The core network is protected via ring architecture which will automatically re-route traffic in the event of a system disruption. Bandwidth availability starts with 1 gigabit (Gb) service and will scale to 2 Gb, 10 Gb, and higher speeds as members require. The system will also have two diverse internet "hubs" or "points of presence" ("POP") interconnected to it located at world-class data-centers in El Segundo and Hawthorne.

Who will build the network? A team led by American Dark Fiber (ADF) won the competition to assemble the network from existing fiber systems owned by wholesale providers, construct new elements to close the gaps, maintain the network, and provide customer service. The ADF team includes HP Communications to manage new construction and Race Communications to provide customer service. All capital costs for the initial South Bay buildings will be paid for by the SBCCOG with Measure M Subregional Funds. The participating agencies will pay NO capital costs.

Where does the SBFN Go? ADF's Internet Service Provider (ISP) partner, Race Communications, will distribute its internet services to the SBCCOG network participants from the points of presence as stated above. The map below shows the general routing that is expected to be operational by June of 2020.



How is the Network Configured? The primary system, as generally shown above, will include a ring-based network with lateral connections from each building interconnected to the ring. The SBCCOG initially identified primary 55 node locations (i.e., city halls, parks, public safety nodes, etc.) that ADF has modeled for delivery to the membership. Buildings will be connected via fiber-optic lateral extensions from the ring to an address where service(s) are ordered. SBCCOG members can add new buildings to the network as desired (additional costs may apply). ADF expects to extend services to new SBCCOG-member locations and affiliates (i.e., municipal anchors, NGO's, and other locations) that are located within the region.

What are the initial price points for service on the network? ADF and its service provider (Race Communications) have created a menu of services for the SBCCOG membership and participating agencies. The services include dedicated internet connectivity and/or point-to-point "transport" service connections. The ADF-led team has developed special price points for the initial participants that start with Internet pricing of \$1000/month for 1 Gb level of service. Additional service levels are available (i.e., 2 Gb, 10 Gb, etc.) as needed by respective COG members and participating agencies.

ADF has also provided price-protection by including automatic price reviews as additional buildings get connected or after set periods have elapsed (i.e., every 3-years). The baseline circuit costs include the costs of the underlying SBFN-ring and connections to the IP POP's (located in El Segundo and Hawthorne).

SBCCOG "SBFN" Service Pricing Schedule

Service Speed	Internet Pricing	Transport Pricing
1 Gb (1000 Mbps)	\$1,000/mo.	\$ 900/mo.
2 Gb (2000 Mbps)	\$2,000/mo.	\$1,800/mo.
10 GB (10000 Mbps)	\$2,750/mo.	\$2,475.00
Other (i.e., 40Gb, 100 Gb, etc.)	ICB	ICB

ICB = Individual Case Basis priced to be negotiated with the SBCCOG subject to core network upgrade to 100 Gb

Additionally, SBCCOG member price points will drop by 5% after the aggregate monthly revenue from a combination of internet and transport services provided to SBCCOG members exceeds \$55,000. Further price reviews (for reductions) would continue periodically over time.

What benefits does the SBCCOG and its member's get from the system? Aside from incredibly low pricing of high-speed internet services:

- Additional low-cost broadband capacity will allow participating agencies to:
 - Create resiliency for IT services (i.e. emergency preparedness and data back-up)
 - Efficiently use cloud-based software applications for day to day business
 - Provide necessary IT capacity for future video and audio-based municipal software applications
 - Provide for shared municipal software platforms with other public agencies
 - On-line permitting or applications with Los Angeles County
 - Sub-regional GIS tools with other cities and the SBCCOG
 - Regional transportation and planning tools with Metro and LA County
 - Provide free municipal WIFI in public spaces, parks and buildings
 - Provide infrastructure that may be developed for commercial and residential use

Having high-speed broadband available throughout the SBCCOG-region will be an economic driver. ADF and its team will coordinate with the SBCCOG and its membership to actively leverage the network for maximum economic development purposes (providing advanced high-speed services at low-cost/wholesale rates) throughout the region.



**South Bay Fiber Network (SBFN)
Letter of Commitment**

To: South Bay Cities Council of Governments:

On behalf of the City/Agency of Rolling Hills ("City"), we confirm our organization's commitment to connect to the South Bay Fiber Network (SBFN). We commit to participate in the SBFN at a minimum service level of at least 1 GB at \$1,000/month for each city/agency designated building/site. We understand that, for sites in the South Bay region, up-front capital costs will be paid by South Bay Cities Council of Governments (SBCCOG) using approved sub-regional Measure M funds. Sites outside the South Bay will be addressed on a case by case basis. We commit to paying the monthly recurring costs for our elected term of either a three- or five-year period.

We commit to:

- Execute an addendum to the final SBCCOG contract with American Dark Fiber, LLC (ADF), the selected vendor, to provide broadband services;
- Work with SBCCOG and ADF personnel to:
 - Meet to address and resolve our questions;
 - Enumerate buildings and sites within the South Bay Cities region to be connected, by **August 16, 2019**;
 - Define a timeline for permitting, construction, and installation to enable SBFN network connections;
 - Assist with expediting necessary permits;
 - Jointly agree with SBCCOG the date that ADF will provide initial service to your designated, expected in April-June 2020.

At this time, we commit to a count of _____ (number) sites to be connected. (Confirm addresses on the next page and complete the table.)

City Manager (signature)

CIO / IT Director (signature)

Elaine Jeng
City Manager

CIO / IT Director (Name)

City of Rolling Hills
City/Agency

Date



SBFN Service Order for City of Rolling Hills

Prepared on 05/20/2020 Quote #9023 V3
Service Address: 2 Portuguese Bend Road; Rolling Hills, CA; 90274

DEDICATED INTERNET SERVICES

	Term	Qty.	Setup	Monthly				Setup	Monthly
Dedicated Internet DIA GIG (1000Mbps/1000Mbps)	36m	1		1,000.00				0.00	1,000.00
Dedicated Internet DIA 2 GIG (2000Mbps/2000Mbps)	36m			2,000.00				0.00	0.00
Dedicated Internet DIA 10 GIG (10000Mbps/10000Mbps)	36m			2,750.00				0.00	0.00
*60m Term options									
* Base monthly package fees DO NOT include federal or state taxes and fees.									
								SUBTOTAL	\$0.00
									\$1,000.00

OTHER SERVICES-IP services, Telephony, Data center services

								0.00	
								0.00	
								0.00	
								0.00	
								0.00	
* Notes:									
								SUBTOTAL	\$0.00

								TOTALS	ONE-TIME	MONTHLY
									\$0.00	\$1,000.00

GENERAL TERMS & CONDITIONS

This estimate is for equipment and/or the installation of service(s) and/or service equipment. All pricing is estimated and is subject to network capacity verification and engineering. Service is delivered to Race demarcation point (MPOE unless otherwise stated). Extension of service from Race demarcation point to a customer suite is not included unless specified under Extended Installation Services. Standard installation timeframe, from time of order, is approximately 30 days unless otherwise noted. Federal and/or state taxes and fees are not included. Any additional service outside of the scope of this estimate will require an amendment to the estimate or must be ordered separately. Any hardware being sold does not include sales tax or shipping and handling fees. Sales tax and shipping fees will be added once estimate is converted to an invoice or billing statement. For customers entering into a term agreement, an early termination fee will apply and will be equal to the amount of the original setup fee for said package.

LIMITED WARRANTY

This Limited Warranty is limited to one year installation and labor warranty of all components installed by Race. Parts are limited to defects in materials and workmanship of the product as supplied by the manufacturer. If parts are supplied by Race and defective, they will be exchangeable within 30 days from date of purchase. After 30 days, parts are to be repaired under the manufacturer warranty terms. Should an issue arise within a manufacturer's warranty period, Race will assist in getting the product warranted by the manufacturer. This warranty does not cover parts and labor that fail as a result of improper use, misuse, abuse or the failure of another part.

SPECIAL CONDITIONS APPLICABLE TO SBFN SERVICE ORDERS

Authority. Pursuant to Section 12.6 of the ARMSA, Race serves as ADF's sub-contractor for the management, negotiation and fulfillment of SBFN Service Orders and the delivery of SBFN Products and Services. This SBFN Service Order is being entered into by and between the Parties so that Customer may obtain SBFN Products and Services from Race consistent with the terms of the ARMSA.

Recurring Charges. Recurring Charges for SBFN Products and Services shall be set in accordance with the terms of Section 3.5 and 3.6 of the ARMSA, and adjusted periodically in accordance with Sections 3.7 and 3.8 of the ARMSA. The Parties will promptly enter into written amendments to this SBFN Service Order effectuate any adjustments to Recurring Charges required by the ARMSA.

Minimum Service Level Agreement. Race may establish the Service Level Agreement for SBFN Products and Services but in no event shall the Service Level Agreement establish standards that are below the minimum service level obligations for SBFN Products and Services established in Section 9 and Exhibit F of the ARMSA.

Termination. If the ARMSA is terminated for any reason, this SBFN Service Order shall also terminate without liability to Customer except for payments for SBFN Products and Services rendered up to the date of termination, unless pursuant to its authority in Section 5.6 of the ARMSA, SBCCOG makes arrangements for Race's continued provision of SBFN Products and Services to Customer.

Assignments. Neither Party will assign or transfer this SBFN Service Order without the other Party's prior written consent, except that Race's prior consent to such assignment shall not be required: (1) if, pursuant to Section 12.6 of the ARMSA, ADF replaces Race with another qualified provider of equivalent services based in Southern California with the prior written consent of SBCCOG, or (2) if, pursuant to Section 5.6 of the ARMSA, SBCCOG directs an assignment of this SBFN Service Order and/or SBFN Products and Service to a third party due to the termination of the ARMSA. Further, in the event of any such assignment, Race shall cooperate with Customer and SBCCOG to ensure a smooth transition to the new provider.

Order of Precedence. If any conflict or contradiction exists between the General Terms and Conditions and this SBFN Service Order Form, the terms of the SBFN Service Order Form will control. If any conflict or contradiction exists between this SBFN Service Order and the SBFN Products and Services Supplement, the SBFN Products and Services Supplement will control. If any conflict or contradiction exists between the SBFN Products and Services Supplement and the terms of the ARMSA, the ARMSA will control.

AUTHORIZATION

I hereby accept the terms and conditions of this order. By signing, you are authorizing Race to do the work as specified in this agreement and agree to all terms in Race's Master Products and Service Agreement.

CUSTOMER

RACE COMMUNICATIONS

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: **Jeff Pieper**

PRINT NAME: _____

TITLE: **Mayor**

TITLE: _____

EFFECTIVE DATE: **June 8, 2020**

EFFECTIVE DATE: _____

SBFN PRODUCTS AND SERVICES SUPPLEMENT

This is a Supplement to that certain Master Products and Services Agreement (“Agreement”) entered into by and between Race Telecommunications, Inc.. (“Race”), a California corporation, and Customer, effective as of its Effective Date. Race and Customer are collectively referred to as the “Parties” or individually as a “Party”.

Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

This Supplement applies only to SBFN Products and Services.

1. Orders. Order Forms for SBFN Products and Services shall be separate from other Order Forms and shall be titled “SBFN Service Order” .

2. Each SBFN Service Order shall include the special conditions listed below:

SPECIAL CONDITIONS APPLICABLE TO SBFN SERVICE ORDERS

Authority. Pursuant to Section 12.6 of the ARMSA, Race serves as ADF’s sub-contractor for the management, negotiation and fulfillment of SBFN Service Orders and the delivery of SBFN Products and Services. This SBFN Service Order is being entered into by and between the Parties so that Customer may obtain SBFN Products and Services from Race consistent with the terms of the ARMSA.

Recurring Charges. Recurring Charges for SBFN Products and Services shall be set in accordance with the terms of Section 3.5 and 3.6 of the ARMSA, and adjusted periodically in accordance with Sections 3.7 and 3.8 of the ARMSA. The Parties will promptly enter into written amendments to this SBFN Service Order effectuate any adjustments to Recurring Charges required by the ARMSA.

Minimum Service Level Agreement. Race may establish the Service Level Agreement for SBFN Products and Services but in no event shall the Service Level Agreement establish standards that are below the minimum service level obligations for SBFN Products and Services established in Section 9 and Exhibit F of the ARMSA.

Termination. If the ARMSA is terminated for any reason, this SBFN Service Order shall also terminate without liability to Customer except for payments for SBFN Products and Services rendered up to the date of termination, unless pursuant to its authority in Section 5.6 of the ARMSA, SBCCOG makes arrangements for Race’s continued provision of SBFN Products and Services to Customer.

Assignments. Neither Party will assign or transfer this SBFN Service Order without the other Party’s prior written consent, except that Race’s prior consent to such assignment shall not be required: (1) if, pursuant to Section 12.6 of the ARMSA, ADF replaces Race with another qualified provider of equivalent services based in Southern California with the prior written consent of SBCCOG, or (2) if, pursuant to Section 5.6 of the ARMSA, SBCCOG directs an assignment of this SBFN Service Order and/or SBFN Products and Service to a third party due to the termination of the ARMSA. Further, in the event of any such assignment, Race shall cooperate with Customer and SBCCOG to ensure a smooth transition to the new provider.

Order of Precedence. If any conflict or contradiction exists between the General Terms and Conditions and this SBFN Service Order Form, the terms of the SBFN Service Order Form will control. If any conflict or contradiction exists between this SBFN Service Order and the SBFN Products and Services Supplement, the SBFN Products and Services Supplement will control. If any conflict or contradiction exists between the SBFN Products and Services Supplement and the terms of the ARMSA, the ARMSA will control.

[SIGNATURE PAGE TO FOLLOW]

The Parties have executed this Supplement as of the last date of execution below.

RACE TELECOMMUNICATIONS, INC.

CUSTOMER

BY: _____

BY: _____

Print Name: _____

Print Name: Jeff Pieper _____

Title: _____

Title: Mayor _____

Date: _____

Date: June 8, 2020 _____



MASTER PRODUCTS AND SERVICES AGREEMENT

CUSTOMER PROFILE	BILLING CONTACT
Legal Business Name: <u>City of Rolling Hills</u>	Name: <u>Meredith Elguira</u>
Phone #: <u>310-377-1521</u>	Title: <u>Planning and Community Services Director</u>
Fax #: _____	Company (if different): _____
Address: <u>2 Portuguese Bend Road</u>	Email: <u>melguira@cityofrh.net</u>
Suite/Unit/Floor: _____	Phone #: <u>310-377-1521</u>
City: <u>Rolling Hills</u>	Alt Phone #: _____
State: <u>CA</u> Zip/Postal Code: <u>90274</u>	Fax #: _____
Federal Tax ID or EIN: <u>94-6000355</u>	Address: <u>Same as Customer Profile</u>
DUN & Bradstreet #: _____	Suite/Unit/Floor: _____
# of Employees: <u>6</u>	City: _____
Legal Structure: Sole Proprietorship Corporation Partnership LLC LLP	State: _____ Zip/Postal Code: _____

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions together with all Supplements, Order Form(s), Exhibits and other addenda attached hereto from time to time constitute the Master Products and Services Agreement ("Agreement") which is effective as of the last date of execution below ("Effective Date") by and between Race Telecommunications, Inc.. ("Race"), a California corporation, and Customer. Race and Customer are collectively referred to as the "Parties" or individually as a "Party".

1. DEFINITIONS

"ADF" means American Dark Fiber, the company retained by SBCCOG to create the SBFN and to manage and deliver SBFN Products and Services pursuant to the ARMSA.

"ARMSA" means that certain Amended and Restated Master Services Agreement between SBCCOG and ADF, approved by the SBCCOG Board on February 27, 2020.

"Commencement Date" means the date upon which Race begins to provide an ordered Product or Service as more fully described in the relevant Supplement or Order Form.

"Customer Location" refers to a location designated in an Order Form for connection to the Race Network.

"Race Network" means, collectively, the fiber optic network, system capacity and related facilities (including, without limitation, routers, switches and communication channels) owned or controlled by Race to the extent it applies to the Product or Service.

"Order Form" refers to any, mutually executed, product order ("Product Order"), service order ("Service Order"), estimate ("Estimate"), or statement of work ("Statement of Work") to these General Terms and Conditions and respective Supplement, detailing the Products or Services, the Term, Customer charges, the estimated Commencement Date and any other relevant terms agreed upon by the Parties.

"Products or Services" means the products or services provided by Race (including, without limitation, Leased Fiber, In-Building Fiber, Co-location, Bandwidth, Managed Services, Voice Services and Capacity) to Customer.

"SBCCOG" means the South Bay Cities Council of Governments.

"SBFN" means the South Bay Fiber Network created by ADF as authorized by the ARMSA.

"SBFN Products and Services" means the products and classes of services established in the ARMSA.

"Service Level Agreement" means a document setting forth the required standard of performance of the applicable Products or Services.

"Supplement" means a fully executed supplement to these General Terms and Conditions each containing additional terms and conditions that govern the related Products or Services provided by Race.

"Term" means the period of time in which Race provides Products or Services to Customer pursuant to an Order Form and any renewals thereto.

2. STRUCTURE OF AGREEMENT

From time to time, the Parties will execute one or more Supplement(s), Service Level Agreements, and Order Forms for Race to provide Products or Services, each of which is automatically incorporated into this Agreement and subject to these General Terms and Conditions. SBFN Products and Services shall be subject to the SBFN Products and Services Supplement attached hereto.

3. INVOICING AND PAYMENT

3.1. Installation Charge. If a non-recurring installation charge or setup fee ("Installation Charge") is specified in an Order Form, Race will invoice Customer for the same upon the effective date of the Order Form ("Order Form Effective Date"), and unless otherwise specified in the applicable Order Form, Customer will pay such invoice upon the Order Form Effective Date.

3.2. Recurring Charge. If a recurring charge ("Recurring Charge") (e.g. Monthly Charge, Quarterly Charge, Annual Charge, etc.) is specified in an Order Form, Race will invoice Customer for and Customer will pay the Recurring Charge in advance for each period upon receipt of such invoice. Race will begin to invoice the Recurring Charge on the Commencement Date. Invoices for partial months will be pro-rated. Multiple types of Recurring Charge may be set forth in the Order Form.

3.3. Prepayment. Any prepayment ("Prepayment") specified in an Order Form, is payable upon the Order Form Effective Date. If a Prepayment is for a portion of a Term, the amount of such Prepayment will be applied as a credit to the final Recurring Charges at the end of such Term.

3.4. Additional Charges. If applicable, Race will invoice Customer and Customer will pay invoices for any additional charges for Products or Services which are specified in an Order Form.

3.5. **Applicable Taxes.** Race will invoice Customer and Customer will pay any and all applicable taxes ("Applicable Taxes") as more fully described in Section 4, below, with respect to specific Customer charges.

3.6. **Late Payments.** All invoices must be paid in accordance with their terms without setoff or deduction, and late payments will accrue interest on the unpaid sum as of the date of the invoice at the lesser of (i) the highest legal rate of interest permitted in the State of California or (ii) one and one-half percent (1.5%) per month.

3.7. **U.S. Dollars.** Unless otherwise specified on an Order Form, all payments must be made by Customer to Race in U.S. dollars.

4. APPLICABLE TAXES

4.1. Applicable Taxes. In addition to other amounts due hereunder, Customer shall be responsible for paying all Applicable Taxes. "Applicable Taxes" means all taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon Race or Customer, arising from or relating to the provision by Race of the Services to Customer (including, without limitation, sales, excise taxes, universal service fees, any other FCC or state PUC fees, and any state or local utility or telecommunications taxes), together with any penalties, fines or interest (resulting from Customer's failure to pay Applicable Taxes hereunder after being invoiced for such) by any U.S. federal, state, provincial or local government, public authority, including its agencies, commissions and tribunals, or their designated agents, having jurisdiction over this transaction. Customer shall not be responsible for and Applicable Taxes shall not include taxes on the property or income of Race.

4.2. Notwithstanding the foregoing, Customer may provide Race with a certificate evidencing Customer's exemption from payment of or liability for any Applicable Taxes.

5. TERM

5.1. This Agreement commences on the Effective Date, and continues through the latest expiration of all Order Form Term(s) subject to this Agreement, unless earlier terminated as provided herein.

5.2. The Term for each Order Form begins on the Commencement Date of the related Product or Service and remains in effect until the expiration of the initial period so specified. Upon expiration of the initial term, and provided that no type of Recurring Charge is fully prepaid, each Order Form will automatically renew for additional periods of one (1) year unless one Party provides the other written notice that it is terminating such Order Form not less than sixty (60) days' prior to the end of the Term then in effect.

5.3. If any order form is terminated by either party anytime after the start of service but prior to the expiration of the term provided herein, RACE shall be entitled to recover any installation and sign-up charges conditionally waived by RACE as noted on the Service Order and be liable on a prorated basis for any waived nonrecurring charges plus the total monthly charges for the unexpired portion of the service.

6. DEFAULT

The following events are "Events of Default", the occurrence of which gives the non-defaulting Party the right to terminate the affected Order Form(s), or the entire Agreement for a nonpayment default, by written notice following the expiration of any stated cure periods and pursue its remedies under the Agreement:

- a. Customer fails to fully pay any of the payments (including Early Termination Charges) required hereunder within five (5) days after receipt of written notice of such failure; or
 - b. Except as provided in clause (a), above, the breach of any material term or condition of this Agreement (including Order Forms) and such breach remains uncured thirty (30) days after delivery to the breaching Party of written notice of such breach. If the breach is of a nature or involves circumstances reasonably requiring more than thirty (30) days to cure, the time period may be extended provided the breaching Party proceeds diligently to cure the breach;
- If Customer is in default, as set forth above, then, after expiration of the cure period, Race may, in addition to any other remedies that it may have under this Agreement or by law, suspend, disconnect and/or repossess any Products or Services, provided, however, that Customer will remain responsible to perform its obligations hereunder.

7. REPRESENTATIONS AND WARRANTIES

7.1. Race warrants that any Products and Services to be provided to Customer will be at a professional level of quality conforming to generally accepted industry standards and in compliance in all material respects with all applicable laws and regulations. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED

IN THIS AGREEMENT, RACE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement and all Order Forms, (iii) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products and Services and (iv) this Agreement and all Order Forms, when executed, are the legal, valid and binding obligation of such Party.

7.3. Customer acknowledges that Race has no ability to determine whether the communications traffic carried by the Products or Services utilizing the Race Network is jurisdictionally interstate or intrastate. Customer represents and warrants that the communications traffic to be carried by the Race Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Rcd. 1352), unless Customer provides Race written notice otherwise. In either case, Customer will pay all relevant FCC and state Public Utilities Commission taxes and fees.

8. LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. THE TOTAL LIABILITY OF EITHER PARTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN ORDER FORM (EXCLUDING EARLY TERMINATION CHARGES (AS DEFINED IN THE RELATED SUPPLEMENT)) IS LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES PAYABLE BY CUSTOMER DURING THE TERM SET FORTH THEREIN. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR LOST BUSINESS OPPORTUNITIES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO CLAIMS OF CUSTOMER, WHETHER OCCASIONED BY ANY CONSTRUCTION, INSTALLATIONS, RELOCATIONS, SERVICE, REPAIR OR MAINTENANCE PERFORMED BY, OR FAILED TO BE PERFORMED BY RACE, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA OR TECHNOLOGY.

8.2. Race agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against Customer for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Race's gross negligence or willful misconduct or (ii) infringement or misappropriation by Race of any intellectual property rights under this Agreement.

8.3. Customer agrees to indemnify, defend and hold Race, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against Race for (i) bodily injury or death or damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's gross negligence or willful misconduct, (ii) infringement or misappropriation by Customer of any intellectual property rights under this Agreement, or (iii) Customer's or its customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortuous or illegal conduct.

9. CONFIDENTIALITY; PUBLICITY

9.1. Confidentiality. Each Party agrees that all information furnished to it by the other Party that is proprietary in nature, including maps, network routes, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party").

Each Party will treat the Proprietary Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach hereof.

9.2. Publicity. Neither Party may issue any advertising or other publicity material using the other Party's name or marks or describing in any way the terms of this Agreement without first receiving the other Party's written consent as to form and content, which consent may not be unreasonably withheld, conditioned, or delayed.

10. ASSIGNMENT

Neither Party will assign or transfer this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement upon notice and without the other Party's consent to a person, firm, corporation, partnership, association, trust or other entity (i) that controls, is controlled by or is under common control with the assigning Party or (ii) which purchases all or substantially all of its assets; provided that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment. Any assignment or transfer without the required consent is void and is considered a material breach of this Agreement. Upon any permitted assignment, the assigning Party will remain jointly and severally responsible for the performance under this Agreement, unless released in writing by the other Party, and this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11. NON-SOLICITATION

From the date of the last engagement and for one year thereafter, neither party will solicit for employment nor hire any employee or contractor of other. (Neither an unsolicited request by an employee or contractor for employment, nor a response by an employee or contractor to a generally published advertisement shall be considered a solicitation pursuant to this section.) Other than provided herein, neither party will solicit, directly or indirectly, any employee or contractor of other and in no event, hire an employee, agent or independent contractor of other, through any means, including the hiring of an employee, agent or independent contractor by a competitor of the other, where the hired person has served as an independent contractor, subcontractor or other capacity for the other, within the period described to herein, without the other party's prior written consent. In the event a party breaches the above, they shall immediately pay as liquidated damages to other an amount equal to 1.5 times the relevant person's then current annual compensation (or the amount paid to or on behalf of the person during the last 12 months in the case of an independent contractor).

12. FORCE MAJEURE

Neither party will be considered in breach of this Agreement nor liable under this Agreement for any delays, failures to perform, damages or losses, or any consequence thereof, caused by or attributable to an event of "Force Majeure," which is defined as any cause beyond the reasonable control of the party claiming relief, including without limitation the action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labor dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut

caused by a third-party or failure of a third party to recognize a permit, authorization, right-of-way, easement, right, license or other agreement obtained by Race to construct and operate its facilities or network.

13. NOTICES

All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must be in writing and will be deemed given: (i) when delivered in person, (ii) one (1) business day after deposit with an overnight delivery service for next day delivery, or (iii) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth on first page hereof. In addition, Race may send Customer notices, other than notices for default or termination, to Customer's email address as contained on Race's customer contact list. Such email notification is deemed delivered on the day sent unless returned to sender.

14. MISCELLANEOUS

14.1. Governing Law. This Agreement will be interpreted and construed in accordance with the internal laws of the State of California without giving effect to its principles of conflicts of laws. This Agreement and the duties and obligations of the Parties hereunder shall be enforceable against any of the Parties in the courts of California.

14.2. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

14.3. No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns.

14.4. Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement may not be deemed to constitute a partnership, joint venture or agency agreement between them.

14.5. Remedies Not Exclusive. Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other rights and remedies at law or in equity.

14.6. Headings; Severability. The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. In the event any term of this Agreement is held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected.

14.7. No Implied Waiver. No failure to exercise and no delay in exercising, on the part of either Party, any right, power or privilege hereunder will operate as a waiver, except as expressly provided herein.

14.8. Execution and Counterparts. This Agreement may be executed in counterparts, including by facsimile transmission, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

14.9. Order of Precedence. If any conflict or contradiction exists between these General Terms and Conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these General Terms and Conditions and the terms of an Order Form, the terms of the Order Form will control.

15. ENTIRE AGREEMENT; AMENDMENT; EXECUTION

This Agreement, including all Supplements, Order Forms, Exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written. This Agreement may be amended only by a written instrument executed by the Parties.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Agreement as of the last date of execution below.

RACE TELECOMMUNICATIONS, INC.

BY: _____

Print Name: _____

Title: _____

Date: _____

CUSTOMER

BY: _____

Print Name: Jeff Pieper

Title: Mayor

Date: June 8, 2020

AUTHORIZED CONTACTS

<p>PRIMARY CONTACT</p> <p>Name: <u>Meredith Elguira</u></p> <p>Title: <u>Planning and Community Development Services</u></p> <p>Company (if different): _____</p> <p>Email: <u>melguira@cityofrh.net</u></p> <p>Phone #: <u>310-377-1521</u></p> <p>Alt Phone #: _____</p> <p>Fax #: _____</p> <p>Address: <u>Same as Customer Profile</u></p> <p>Suite/Unit/Floor: _____</p> <p>City: _____</p> <p>State: _____ Zip/Postal Code: _____</p>	<p>TECHNICAL CONTACT</p> <p>Name: <u>Ricardo Falanga</u></p> <p>Title: <u>Contract Information Technology Vendor</u></p> <p>Company (if different): <u>Forum Info Tech</u></p> <p>Email: <u>ricardo@foruminfotech.net</u></p> <p>Phone #: <u>951-256-4070 ext. 113</u></p> <p>Alt Phone #: _____</p> <p>Fax #: <u>951-278-0673</u></p> <p>Address: <u>160 Foothill Pkwy. Suite 105</u></p> <p>Suite/Unit/Floor: _____</p> <p>City: <u>Corona</u></p> <p>State: <u>CA</u> Zip/Postal Code: <u>92882</u></p>
<p>OTHER CONTACT</p> <p>Name: <u>Elaine Jeng</u></p> <p>Title: <u>City Manager</u></p> <p>Company (if different): _____</p> <p>Email: <u>ejeng@cityofrh.net</u></p> <p>Phone #: <u>310-377-1521</u></p> <p>Alt Phone #: _____</p> <p>Fax #: _____</p> <p>Address: <u>Same as Customer Profile</u></p> <p>Suite/Unit/Floor: _____</p> <p>City: _____</p> <p>State: _____ Zip/Postal Code: _____</p>	<p>OTHER CONTACT</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company (if different): _____</p> <p>Email: _____</p> <p>Phone #: _____</p> <p>Alt Phone #: _____</p> <p>Fax #: _____</p> <p>Address: _____</p> <p>Suite/Unit/Floor: _____</p> <p>City: _____</p> <p>State: _____ Zip/Postal Code: _____</p>

<p>OTHER CONTACT</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company (if different): _____</p> <p>Email: _____</p> <p>Phone #: _____</p> <p>Alt Phone #: _____</p> <p>Fax #: _____</p> <p>Address: _____</p> <p>Suite/Unit/Floor: _____</p> <p>City: _____</p> <p>State: _____ Zip/Postal Code: _____</p>	<p>OTHER CONTACT</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company (if different): _____</p> <p>Email: _____</p> <p>Phone #: _____</p> <p>Alt Phone #: _____</p> <p>Fax #: _____</p> <p>Address: _____</p> <p>Suite/Unit/Floor: _____</p> <p>City: _____</p> <p>State: _____ Zip/Postal Code: _____</p>
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SERVICE LEVEL AGREEMENT

PRIVATE LINE OUTAGE POLICY: SLA for Domestic Private Line Services

1. SERVICE LEVEL OBJECTIVES

Race will meet a Service Availability of 99.99% for domestic circuits. This SLA sets forth the credit(s) that Customer will receive if the Service Levels are not met, in addition to those rights and remedies available under the Agreement.

2. ALLOWANCE FOR SERVICE OUTAGE PERIODS

2.1. A Circuit shall be deemed to be in an outage condition if, while Customer is using or attempting to use such Circuit, such Circuit loses continuity, becomes unavailable or fails to comply with the applicable specifications for such Circuit ("Outage"). Subject to the restrictions herein, Customer is entitled to an "Outage Credit" in the event that the Service Levels described in this Agreement are not met. An "Outage Period" begins when a report is made to RACE's Network Control Center from Customer by telephone that the Service has been impaired, lost or interrupted. Customer must agree that such Circuit is released for repair by RACE or its agent. An Outage Period ends when the Circuit is restored. RACE will notify customer by telephone and Customer will confirm that Service has been restored. Any additional time necessary for Customer's confirmation shall not operate to extend the calculation of the Outage Period. Events that cause an Outage but involve simultaneous multiple failures, shall be treated as one single Outage for purposes of calculation of Outage Credits.

- a. All Outage Credits shall be subject to the following restrictions:
- (i) No credit shall be allowed with respect to any period during which Customer fails to afford access to any facilities provided by RACE for the purpose of investigating and correcting an interruption to Service.
 - (ii) The Monthly Lease Rates used to determine any credit hereunder shall be the then current Monthly Lease Rates being assessed.
 - (iii) In no event shall any credit be allowed hereunder (1) in excess of the then current Monthly Lease Rate for the applicable Circuit, or (2) with respect to any Circuit for which Customer (i) fails to make or (ii) is excused from making any payment because of operation of law or any other reason.

2.2. The duration of the Outage Period and Outage Credits will be determined at the sole discretion of RACE, based upon RACE's internal records. Customer shall have the right to request credit(s) for a period of thirty (30) days after the occurrence of an outage or alleged outage. Customer shall have the right to contest any calculations of credit(s) for a period of thirty (30) days after Customer's receipt of invoice on which said credit(s) appear.

2.3. No Outage Credits are allowed for Outage Periods:

- a. Caused directly or indirectly by the acts or omissions of Customer;
- b. Caused by the failure of equipment or systems provided by Customer or any third party (not under the direction or control of RACE), including any provider of local access service to RACE contracted for, by or on behalf of Customer (in such case, RACE will coordinate with such local access service provider to cure such failure as quickly as practicable);

c. Caused by a Force Majeure event;

d. Occurring with respect to a Circuit released by Customer to RACE (i) to perform maintenance, (ii) to make rearrangements at the direction of Customer, or (iii) to implement an order from Customer for a change in the Circuit; or

e. Occurring with respect to a Circuit that Customer elects not to release for testing or repair and continues to use on an impaired basis.

f. Interruption of Service on a Circuit for maintenance. RACE shall use its best efforts to give Customer two (2) days prior notice thereof by telephone, facsimile or e-mail. RACE will use its best efforts to schedule such Service Interruptions between midnight and 6:00 a.m. for domestic circuits. Credits will not be allowed with respect to such Service interruptions if RACE has used its best efforts to so notify Customer in accordance with this paragraph.

2.4. The credits and/or cancellation of a Circuit in the case of chronic outage problem provided for hereunder shall be RACE's sole liability and Customer's sole remedy in the event of any outage period or interruption of Service.

3. SERVICE LEVEL OUTAGE CREDITS

3.1. Domestic Service Level Outage Credits will be calculated and granted based upon the following Service Availability Objective:

Domestic Outage Credit Schedule

Outage levels	Outage Time Period	Outage Credits
Level 0 Outage	0 minutes to less than 30 minutes	= No Credit
Level 1 Outage	30 minutes to less than 60 minutes	= 1 Hour Credit
Level 2 Outage	60 minutes to less than 120 minutes	= 4 Hours Credit
Level 3 Outage	120 minutes to less than 4 hours	= 8 Hours Credit
Level 4 Outage	4 hours to less than 8 hours	= 24 Hours Credit
Level 5 Outage	8 hours to less than 24 hours	= 2 Days Credit
Level 6 Outage	24 hours +	= Actual plus 2 Days Credit

4. Chronic Outage.

Customer shall have the right to terminate the Master Products and Services Agreement or any individual Service Order in the event of any Chronic Service Quality Problem (as hereinafter defined) upon thirty (30) days written notice to RACE. As used herein, the term "Chronic Service Quality Problem" shall mean (i) any one Outage lasting more than four (4) days or (ii) three (3) or more Outages, with each Outage lasting at least thirty (30) continuous minutes, in any sixty (60) day period. In the event of a termination for a Chronic Service Quality Problem, Customer shall only be responsible for the payment of charges for the Service incurred prior to the termination date, but shall not be otherwise liable for any early termination penalties.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.A

Mtg. Date: 06/08/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER PLACING CENTERLINE STRIPING ON LOWER BLACKWATER CANYON ROAD BETWEEN PORTUGUESE BEND ROAD AND WILLIAMSBURG LANE.

DATE: June 08, 2020

BACKGROUND:

On May 11, 2020, the City Council accepted the FY 2019-2020 Traffic Signing, Striping, and Pavement Marking Project as complete and in accordance with the contract plans and specifications. The City Council also authorized staff to file the Notice of Completion with the Los Angeles County Recorder's office.

At the May 26, 2020 City Council meeting, there were discussions about the contractor that performed the work and if the contractor missed placing the centerline striping along Lower Blackwater Canyon Road.

Unlike the striping projects of the past, the FY 2019-2020 project was designed to adhere to the Manual on Uniform Traffic Control Devices (MUTCD). This change was discussed with the Traffic Commission in the fall of 2019 and with the City Council in early 2020. MUTCD does not require centerline along Lower Blackwater Canyon Road due to its low speed and the width of the street. In preparation of the project specifications, and based on his reading of the manual, the City's traffic engineer did not require centerline striping along Lower Blackwater Canyon between Portuguese Bend Road and Williamsburg Lane.

The scope of work for FY 2019-2020 project was outlined in the bid documents. Before the project was presented to the City Council for final acceptance, the City's traffic engineer conducted site visits to review the completed work against bid documents and concluded that the contractor fulfilled the scope of work.

DISCUSSION:

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FISCAL IMPACT:

-

RECOMMENDATION:

-

ATTACHMENTS: