



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, April 12, 2021

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. The meeting agenda is available on the City's website. A live audio of the City Council meeting will be available on the City's website. Both the agenda and the live audio can be found here: <https://www.rollinghills.org/government/agenda/index.php>.

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

Zoom access: [https://us02web.zoom.us/j/87227175757?](https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09)
[pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09](https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09)
Or dial (669) 900-9128
meeting ID: 872 2717 5757 passcode: 780609

Audio recordings to all the City Council meetings can be found here:
<https://cms5.revize.com/revize/rollinghillsca/government/agenda/index.php>

While on this page, locate the meeting date of interest then click on AUDIO. Another window will appear. In the new window, you can select the agenda item of interest and listen to the audio by hitting the play button. Written Action Minutes to the City Council meetings can be found in the AGENDA, typically under Item 4A Minutes. Please contact the City Clerk at 310 377-1521 or email at cityclerk@cityofrh.net for assistance.

Next Resolution No. 1275

Next Ordinance No. 371

1. CALL TO ORDER

2. ROLL CALL

3. **OPEN AGENDA - PUBLIC COMMENT WELCOME**

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

4. **MEETING MINUTES**

4.A. **MINUTES: REGULAR MEETING OF MARCH 22, 2021.**

RECOMMENDATION: Approve as presented.

[2021-03-22_CCMinutes_F.docx](#)

5. **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.

5.A. **PAYMENT OF BILLS.**

RECOMMENDATION: Approve as presented.

[Check Voucher Register - Council Report Expenditures from 3-24-2021.pdf](#)

[Check Voucher Register - Council Report Expenditures from 4-12-2021.pdf](#)

5.B. **CITY OF ROLLING HILLS SUPPORT LETTERS FOR SB 765 ADU SETBACK (STERN) AND AB 1053 CITY SELECTION COMMITTEES QUORUM AND TELECONFERENCING (GABRIEL).**

RECOMMENDATION: Receive and file.

[Letter of Support SB 765 \(Stern\) Accessory Dwelling Unit Setback.pdf](#)

[Letter of Support SB 765 \(Stern\) ADU Setback.pdf](#)

[Letter of Support for AB1053.pdf](#)

5.C. **CTY OF ROLLING HILLS OPOSITION LETTER TO AB 1372 RIGHT TO TEMPORARY SHELTER (MURATSUCHI).**

RECOMMENDATION: Receive and file.

[AB 1372 Notice of Opposition Ltr 2021.03.31.pdf](#)

5.D. **FINANCIAL STATEMENTS FOR THE QUARTER ENDING MARCH 31, 2021**

RECOMMENDATION: Receive and file.

[Budget Comparative 03-31-21.pdf](#)

5.E. **CONSIDER AND APPROVE TIME EXTENSION REQUEST FOR STORM HILL SUBDIVISION IMPROVEMENTS AGREEMENT.**

RECOMMENDATION: Consider and approve the proposed 5th amendment to subdivision improvements agreement.

[ROLLING HILLS - Fifth Amendment to Subdivision Improvement Agreement \(Storm\)-c1.DOCX](#)

[Extension Letter - PM 26356 - 2.01.2021.pdf](#)

5.F. **CONSIDER AND APPROVE AMENDED CITY MANAGER EMPLOYMENT CONTRACT**

RECOMMENDATION: Approve amended employment contract.

[FIRST AMENDMENT to CM agreement Elaine Jeng \(2021\)-c1_2021-04-09_F.pdf](#)

6. CITY COUNCIL REORGANIZATION

A. PRESENTATION OF NEW MAYOR AND MAYOR PRO-TEM.

B. PRESENTATION TO MAYOR PIEPER IN RECOGNITION OF HIS SERVICE DURING HIS 2020-2021 TERM AS MAYOR.

C. COMMENTS FROM OUTGOING MAYOR.

7. COMMISSION ITEMS

8. PUBLIC HEARINGS

8.A. CONSIDER AND ADOPT AN URGENCY ORDINANCE AND INTRODUCE AN ORDINANCE AMENDING CHAPTER 8.36 OF TITLE 8 OF THE ROLLING HILLS MUNICIPAL CODE, FLOODPLAIN MANAGEMENT REGULATIONS, FOR COMPLIANCE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM.

RECOMMENDATION: Waive full reading and adopt Urgency Ordinance 370U and introduce and waive full reading of Ordinance 370 amending Chapter 8.36 Floodplain Management Regulations.

[Ordinance 370U Floodplain Management Regulations \(Urgency\).DOCX](#)

[Ordinance 370 Floodplain Management Regulations_.DOCX](#)

[City_of_Rolling_Hills_Chapter_8.36___FLOODPLAIN_MANAGEMENT_REGULATION](#)

9. OLD BUSINESS

9.A. REVIEW PREVIOUSLY PRESENTED CITY HALL ADA IMPROVEMENTS PROJECT RESTROOM LAYOUT OPTIONS.

RECOMMENDATION: Review the two options previously presented for ADA compliant restroom layouts and provide direction to staff.

[20200509_rollinghills_costestimate10.pdf](#)

[rolling_hills_city_hall__option1_202006008_Layout1__1_.pdf](#)

[rolling_hills_city_hall__option2_202006008d_Layout1__1_.pdf](#)

10. NEW BUSINESS

10.A. PRESENTATION BY PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT SUPERINTENDENT ON REOPENING SCHOOLS.

RECOMMENDATION: None.

10.B. CONSIDER FEE WAIVER REQUEST FOR A MIXED-USE APPLICATION AT 24 CINCHRING.

RECOMMENDATION: Consider request and provide directions to staff.

[Fee Waiver Request Letter.pdf](#)

10.C. REQUEST BY RESIDENT JUDITH HAENEL TO ALLOW RESIDENTS TO PURCHASE MEMORIAL BRICKS TO BE PLACED ON WALKING PATHS IN AND AROUND THE CITY HALL CAMPUS.

RECOMMENDATION: Consider request and provide direction to staff.

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FullSizeRender[1].jpg
FullSizeRender.jpg

- 10.D. REVIEW SOLID WASTE COLLECTION SERVICE FEE INCREASE FOR FY 2021-22 AND CONSIDER SETTING PROPOSITION 218 REQUIRED PROTEST HEARING DATE.

RECOMMENDATION:

It is recommended the City Council review the Refuse Rate for Fiscal Year 2021-22 and provide directions to staff.

Fiscal Year 2021-22 Projected Refuse Subsidy.pdf

- 10.E. CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WORLDWISE PRODUCTIONS LLC TO PRODUCE HOME HARDENING EDUCATIONAL VIDEOS.

RECOMMENDATION: Approve as presented.

PSA with Worldwise for Home Hardening Video Production Services-c1_2021-04-07_signed.pdf

Rolling Hills Home Hardening Videos Proposal 3.18.21.pdf

- 10.F. CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS FOR ASSISTANCE WITH FEMA/CAL-OES GRANT APPLICATIONS.

RECOMMENDATION: Approve as presented.

Professional Services Agreement - MNS.pdf

Exhibit A Scope of Work for MNS 2021 Agreement.PDF

11. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

- 11.A. VACCINATION PASSPORT/BADGE TO BE ISSUED BY THE CITY OF ROLLING HILLS FOR RESIDENTS THAT HAVE RECEIVED THE COVID-19 VACCINATION. (COUNCILMEMBER BLACK)

RECOMMENDATION: None.

- 11.B. AMENDED SB 9 HOUSING DEVELOPMENT: APPROVALS (MAYOR PRO TEM DIERINGER).

RECOMMENDATION: None.

- 11.C. ASSEMBLY CONSIDERS BALLOT MEASURES TO NULLIFY STATE INFLUENCE OVER ZONING (MAYOR PRO TEM DIERINGER)

RECOMMENDATION: None.

12. MATTERS FROM STAFF

13. CLOSED SESSION

14. ADJOURNMENT

THE MEETING WILL BE ADJOURNED IN MEMORY OF JOHN DOUGLASS, HUSBAND OF PLANNING COMMISSIONER ABBY DOUGLASS WHO PASSED AWAY IN THE MONTH OF MARCH 2021.

Next regular meeting will be held on Monday, April 26, 2021 at 7:00 p.m. via Zoom. Zoom access:

Join Zoom Meeting

<https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09>

Meeting ID: 872 2717 5757

Passcode: 780609

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: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: MINUTES: REGULAR MEETING OF MARCH 22, 2021.

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[2021-03-22_CCMinutes_F.docx](#)

**MINUTES OF A
REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, MARCH 22, 2021**

1. CALL TO ORDER

The City Council of the City of Rolling Hills met via Zoom Teleconference on the above date at 7:00 p.m. via teleconference.

Mayor Pro Tem Bea Dieringer presiding.

2. ROLL CALL

Present: Mayor Pro Tem Dieringer, Mirsch, Black and Wilson
Absent: Mayor Piper
Staff Present: Elaine Jeng, City Manager
Meredith T. Elguira, Planning & Community Services Director
Jane Abzug, Assistant City Attorney
Terry Shea, Finance Director

3. OPEN AGENDA PUBLIC COMMENT WELCOME

NONE

4. CITY COUNCIL MINUTES

4A REGULAR MEETING OF MARCH 08, 2021.

MOTION: Councilmember Mirsch called for a motion to approve the minutes as amended and the motion was seconded by Councilmember Wilson.

AYES: COUNCILMEMBERS: Mayor Pro Tem Dieringer, Mirsch, and Wilson
NOES: COUNCILMEMBERS: Black
ABSENT: COUNCILMEMBERS: Mayor Piper
ABSTAIN: COUNCILMEMBERS: None

5. CONSENT CALENDAR

5A PAYMENT OF BILLS

5B JOINT PENINSULA LETTER OPPOSING SB 10

5C REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR FEBRUARY 2021.

MOTION: Councilmember Wilson called for a motion to approve the consent calendar and the motion was seconded by Councilmember Mirsch.

AYES: COUNCILMEMBERS: Mayor Pro Tem Dieringer, Mirsch, Black, and Wilson
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Mayor Piper
ABSTAIN: COUNCILMEMBERS: None

6. COMMISSION ITEMS

6A ZONING CASE NO 20-10: VARIANCE REQUEST FOR: 1) ENCROACHMENT INTO THE FRINT AND REAR YARD SETBACKS FOR THE PROPOSED 1,021 SQUARE FOOT RESIDENTIAL ADDITION, TWO-CAR GARAGE, SWIMMING POOL WITH SPA, AND PATIO DECK; 2) TOTAL LOT COVERAGE EXCEEDANCE; AND 3) EXEMPTION FROM THE STABLE AND CORRAL REQUIREMENTS; AND SITE PLAN REVIEW FOR: 1) EXCEEDING THE 999 SQUARE-FOOT MAXIMUM ADDITION ALLOWED BY RIGHT AND 2) REMOVING AND REPLACING EXISTING 5 FOOT HIGH WALL WITH THE SAME HEIGHT WALL IN THE SAME LOCATION LOCATED AT 3 OPEN BRAND ROAD, ROLLING HILLS, CA (ROSA).

Planning and Community Services Director Meredith Elguira presented the agenda item.

MOTION: Councilmember Black called for a motion to receive and file and the motion was seconded by Councilmember Mirsch.

AYES: COUNCILMEMBERS: Mayor Pro Tem Dieringer, Mirsch, Black, and Wilson
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Mayor Piper
ABSTAIN: COUNCILMEMBERS: None

7. PUBLIC HEARINGS

7A PROPOSED ASSESMENT DISTRICT NO. 2021-1 (EASTFIELD DRIVE UTILITY IMPROVEMENTS) PUBLIC HEARING AND BALLOT TABULATION.

Resident Judith Haenel asked what would happen next if the agenda item resulted in a no vote.

Bond Counsel Brian Forbath advised that a resolution to abandon proceeds is also before the Council which would effectively terminate the process.

Resident Judith Haenel asked for the status of the FEMA grants.

City Manager Elaine Jeng stated that there is nothing to report at this time.

Assessment Engineer Jeff Cooper reported that there was 18.09% in favor and 89.91% oppose.

MOTION: Councilmember Black called for a motion to move to adopt Resolution No. 1274 abandoning the proceedings and the motion was seconded by Councilmember Mirsch.

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

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Mayor Piper

ABSTAIN: COUNCILMEMBERS: None

8. OLD BUSINESS

8A CONSIDER AND DISCUSS A CAMPAIGN FOR FIRE FUEL MANAGEMENT IN THE CANYONS.

City Manager Jeng presented the agenda item.

Councilmember Mirsch stated that she is ready to conduct a focus group meeting on April 15, 2021 to gather data and bring the data back to Council. She further explained the proposed purpose and scope of work of the campaign. She also stated that she should be able to bring the results to Council on April 26.

Councilmember Black stated his concerns about the availability of bins and where to place them and how they could impact ease of access and potentially reduce costs in clearing canyons.

Councilmember Wilson asked about the focus group timeline and Republic Services' policy restrictions relating to the free greenwaste bin. He also shared his experience with the Fire Department on brush clearance.

Mayor Pro Tem Dieringer suggested that the focus group should be delayed to a later date to allow for more input and time to advertise. Additionally, Mayor Pro Tem Dieringer suggested that there should be multiple ways for residents to provide feedback.

PUBLIC COMMENTS:

Resident Alfred Visco asked if third party experts on fire fuel reduction could join the focus group meeting and advised to hold the meeting on April 15th.

Block Captain Arlene Honbo advised that she is in support of holding the meeting on April 15th in the evening.

MOTION: Councilmember Black called for a motion to move forward with Fire Fuel Reduction under the leadership of Councilmember Mirsch the motion was seconded by Councilmember Wilson.

AYES: COUNCILMEMBERS: Mayor Pro Tem Dieringer, Mirsch, Black, and Wilson
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Mayor Piper
ABSTAIN: COUNCILMEMBERS: None

9. NEW BUSINESS

9A MID-YEAR BUDGET (FY20-21) REPORT AND APPROPRIATION.

Finance Director Terry Shea presented the agenda item.

MOTION: Councilmember Wilson called for a motion to receive and file the adjusted budget and motion was seconded by Councilmember Mirsch.

AYES: COUNCILMEMBERS: Mayor Pro Tem Dieringer, Mirsch, Black, and Wilson
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Mayor Piper
ABSTAIN: COUNCILMEMBERS: None

9B SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) SPECIAL ASSESSMENT FOR REGIONAL PLANNER.

Mayor Pro Tem Dieringer summarized the scope of work of the regional planner, and outlined the assessment amount per city.

Discussions ensued among the Councilmembers.

MOTION: Mayor Pro Tem Dieringer called for a motion to oppose the assessment and that the City would join only if the planner's term was limited to one year and the City's contribution limited to \$1,000 and re-evaluate after one year and the motion was seconded by Councilmember Mirsch.

AYES: COUNCILMEMBERS: Mayor Pro Tem Dieringer, Mirsch, and Wilson
NOES: COUCCILMEMBERS: Black
ABSENT: COUNCILMEMBERS: Mayor Piper
ABSTAIN: COUNCILMEMBERS: None

9C MNS ENGINEERS CONTRACT AMENDMENT.

MOTION: Mayor Pro Tem Dieringer directed staff to bring the item back at the next City Council meeting.

9D SAFE CLEAN WATER MUNICIPAL PROGRAM ANNUAL PLAN EXPENDITURES FOR FISCAL YEAR 2021-2022.

City Manager Jeng presented the agenda item.

Consultant Kathleen McGowan stated that the fund disbursement from last year is delayed due to the City's previous submittal being misplaced by the County. Ms. McGowan briefed the Council about the outfall monitoring and reported that there is no flow recorded from the recent rains and that this is really good news for the City's compliance but would require more monitoring and modeling to support the data.

MOTION: Councilmember Mirsch called for a motion to approve as presented and motion was seconded by Councilmember Black.

AYES: COUNCILMEMBERS: Mayor Pro Tem Dieringer, Mirsch, Black, and Wilson
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Mayor Piper
ABSTAIN: COUNCILMEMBERS: None

9E AB 1053 CITY SELECTION COMMITTEES: QUORUM: TELECONFERENCING.

City Councilmember Wilson explained the difficulty of getting a quorum due to lack of attendance.

MOTION: Councilmember Wilson called for a motion to support the bill as written and direct staff to issue a letter of support and motion was seconded by Councilmember Mirsch.

AYES: COUNCILMEMBERS: Mayor Pro Tem Dieringer, Mirsch and Wilson
NOES: COUNCILMEMBERS: Black
ABSENT: COUNCILMEMBERS: Mayor Piper
ABSTAIN: COUNCILMEMBERS: None

9F SB 765 ACCESSORY DWELLING UNIT (ADU) SETBACK.

City Manager Jeng presented the agenda item that would allow cities to determine setbacks for ADUs that are more conducive to individual cities.

MOTION: Councilmember Black called for a motion to support SB 765 ADU setback and to direct staff to send letters of support to Senate and Assembly representatives.

AYES: COUNCILMEMBERS: Mayor Pro Tem Dieringer, Mirsch, Black and Wilson
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Mayor Piper
ABSTAIN: COUNCILMEMBERS: None

9G AB 1372 RIGHT TO TEMPORARY SHELTER.

City Manager Jeng presented the agenda item that would require every city to provide temporary shelter, homeless services and job training to someone who has actively sought temporary shelter in the jurisdiction for at least three days and require cities to provide rent subsidies if they are unable to provide temporary shelter.

MOTION: Councilmember Mirsch called for a motion to oppose AB 1372 and to direct staff to send opposition letters to senate and assembly representatives and motion was seconded by Councilmember Black.

10. MATTERS FROM THE CITY COUCIL AND MEETING ATTENDANCE REPORTS

10A VACCINATION PASSPORT/BADGE TO BE ISSUED BY THE CITY OF ROLLING HILLS FOR RESIDENTS THAT HAVE RECEIVED THE COVID-19 VACCINATION (COUNCILMEMBER BLACK).

Councilmember Black proposed issuing a badge or some type of identification to identify residents who have been fully vaccinated.

Councilmember Mirsch recommended a more fun version of a badge and more socialized way of disseminating them to residents to spread the word about getting vaccinated.

Assistant City Attorney Abzug stated that the City must comply with LA County Health Orders and explained the potential liabilities with staff issuing badges or stickers. Ms. Abzug's final recommendation was to push out information.

COMMENTS:

Resident Judith Haenel stated that she is against having a badge and recommended that a non-city organization to administer the plan.

In other matters, Councilmember Mirsch asked to agendaize, for discussion, pending bills that could impact the community.

11. MATTERS FROM STAFF

NONE.

12. CLOSED SESSION

NONE.

13. ADJOURNAMENT

Hearing no further business before the City Council, the meeting was adjourned at 10:35 PM. Next regular meeting: Monday, April 12, 2021 at 7:00 p.m. via City's website's link at: <https://www.rolling-hills.org/government/agenda/index.php>
Zoom access: <https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmT9>
or dial (669) 900-9128, meeting ID: 872 2717 5757, passcode: 780609

Respectfully submitted,

Elaine Jeng, P.E.
Acting City Clerk

Approved,

Jeff Pieper
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.A
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEPHANIE GRANT , ADMINISTRATIVE CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS.

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[Check Voucher Register - Council Report Expenditures from 3-24-2021.pdf](#)

[Check Voucher Register - Council Report Expenditures from 4-12-2021.pdf](#)

CITY OF ROLLING HILLS

03/24/21 Check Run D

<u>Check No.</u>	<u>Check Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
26912	04/01/21	Delta Dental	April 2021 - Dental Premium	\$ 681.71
26913	04/01/21	Standard Insurance	April 2021 - Life Insurance Premium	178.27
26914	04/01/21	Vision Service Plan	April 2021 - Vision Premium	108.85
26915	03/24/21	Jimenez Consulting Services	Professional Services - January and February 2021	2,625.00
26916	03/24/21	County of LA Dept of Animal Care	February 2021 - Animal Housing Costs	145.53
26917	03/24/21	McGowan Consulting	February 2021 - Municipal Stormwater Consulting	2,036.40
26918	03/24/21	Standard Insurance	March 2021 - Life Insurance Premium	178.27
26919	03/24/21	Nationwide Retirement Solutions	Deferred Compensation - 3-26-21	50.00
26920	03/24/21	Vantage Point Agents	Deferred Compensation - 3-26-21	791.45
EFT	03/24/21	SCE	Electricity Usage 2-18-21 to 3-19-21	273.70
* LINK	03/26/21	PR LINK - PAYROLL PROCESSING	Payroll Processing Fee	71.80
* LINK	03/26/21	PR LINK - PAYROLL & PR TAXES	Pay Period - March 10, 2021 to March 23, 2021	18,981.90
				<u>\$ 26,122.88</u>
				6,795.48

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 \$26,122.88 for the payment of above items.

 3/25/2021
 Elaine Jeng, P.E., City Manager

OF ROLLING HILLS

21 Check Run B & C

<u>Check No.</u>	<u>Check Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
26921	4/5/2021	Abila	Accounts Payable Checks 04/05/21	192.94
26922	4/5/2021	Alexander Demolition & Hauling	Refund deposit 28 Chuckwagon	750.00
26923	4/5/2021	ALAN PALERMO CONSULTING	CIP Project management Feb 28 to March 27, 2021	3,520.00
26924	4/5/2021	BENNETT LANDSCAPE	Rose Pruning Services 02/01/21	126.00
26925	4/5/2021	Cadwest Digital Design & Print	Didigital copies 03/25/21	109.94
26926	4/5/2021	EDWARDS TERMITE AND PEST MANAGEMENT, INC	March 2021 Insect and Gopher Control	320.00
26927	4/5/2021	First Call Staffing Inc.	Kirsten Orler staffing week ending 3/7/21	1,088.00
26928	4/5/2021	John L. Hunter & Assoc., Inc.	Conduct TMRP Trash Survey	380.00
26929	4/5/2021	County of Los Angeles	Coyote Control January 2021	470.80
26930	4/5/2021	LA County Sheriff's Department	Law Enforcement for February 2021	31,324.59
26931	4/5/2021	NV5, INC.	Outfall Monitoring thru Feb 28, 2021 TMDL	2,975.00
26932	4/5/2021	Pitney Bowes	Postage deposit	500.00
26933	4/5/2021	Race Communications	March and April services	2,079.84
26934	4/5/2021	Revize LLC	Services Payment Plan 3rd Year	4,940.00
26935	4/5/2021	Willdan Inc.	TE Services 01-30-2021	155.00
26936	4/12/2021	Best Best & Krieger LLP	March 2021 Legal Services - Land Use & General	5,801.71
26937	4/12/2021	Blueprint Service	City of Rolling Hills Blue Prints	56.24
26938	4/12/2021	California Water Service Co.	Water Usage 2-25-21 to 3-24-21	1,028.17
26939	4/12/2021	FORUM INFO-TECH. INC./LEVELLOUD	April 2021 Cloud Hosting	3,672.31
26940	4/12/2021	Los Angeles County Clerk	November 3, 2020 Presidential General Election Fees	5,640.41
26941	4/12/2021	USCM	Deferred Compensation 4/9/21	50.00
26942	4/12/2021	Vantagepoint Transfer Agents - 306580	Deferred Compensation 4/9/21	791.37
26943	4/12/2021	Best Best & Krieger LLP	March 2021 Legal Services - General services	10,997.00
ACH	4/12/2021	CalPERS	Unfunded for Plan - 26539 April 2020 Installment	76.97
ACH	4/12/2021	CalPERS	Unfunded for Plan - 26539 April 2020 Installment	4,014.29
* PR Link	04/09/21	PR LINK - Payroll & PR Taxes	Payroll Processing Fee	62.95
* PR Link	04/09/21	PR LINK - Payroll & PR Taxes	Pay Period - March 24, 2021 to April 6, 2021	18,900.18
				<u>99,823.71</u>
				80,860.58

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 \$99,823.71 for the payment of above items.

Elaine Jeng, P.E., City Manager

4/08/2021



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.B
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEPHANIE GRANT , ADMINISTRATIVE CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CITY OF ROLLING HILLS SUPPORT LETTERS FOR SB 765 ADU SETBACK (STERN) AND AB 1053 CITY SELECTION COMMITTEES QUORUM AND TELECONFERENCING (GABRIEL).

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[Letter of Support SB 765 \(Stern\) Accessory Dwelling Unit Setback.pdf](#)

[Letter of Support SB 765 \(Stern\) ADU Setback.pdf](#)

[Letter of Support for AB1053.pdf](#)



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

March 31, 2021

Senator Henry Stern
California State Senator
State Capitol Building, Room 5080
Sacramento, CA 95814

RE: SB 765 (Stern) Accessory Dwelling Unit Setback-Support

Dear Senator Stern,

The City of Rolling Hills writes to express its **strong support for SB 765**, which continues to provide for and protect the production of accessory dwelling units (ADUs), but simply allows cities to maintain a setback for ADUs that is appropriate to their lot size and terrain.

First and foremost, SB 765 will neither undermine existing law nor hinder the construction of ADUs, which we support as one of many very important solutions to our current housing crisis. Rather, SB 765 provides that rear and side yard setbacks for ADUs previously established by local agencies be maintained in appropriate circumstances so that each community can take into account their own built environment, their city's unique topography and landscape and the differences of lot size among urban, suburban and rural zones and terrain.

In fact, to ensure that the bill does not diminish opportunities for ADU construction, SB 765 has built in safeguards to ensure that the goals of housing production are maintained. Nothing else will change regarding the ministerial approval of ADUs.

SB 765 is necessary because, without this fix, ADUs that may otherwise be considered, may not be built. The standardized setback of 4 feet, however well intended, has unintended consequences in that an ADU would have to be placed in a location that is not optimal in terms of scale and proper planning. The state-wide standardization does not take into consideration the wide variation in parcel sizes, for example, anywhere from a small 5,000 square foot parcel to a 20 acre parcel or more in a rural zone. In each case, an ADU would be required to be situated against a fence line and significantly closer to a neighbor's home on an adjacent property than it is to the home on the property where it is located.

SB 765 honors one of the great strengths of California, which is the diversity of communities and respects a community's varying parcels and terrain. When one considers the variation of parcels in the state, it is unreasonable that every lot in California must have the same setback in order to facilitate the production of ADUs. We respectfully ask you to support SB 765, and consider the value in proper planning, site specifics and the importance of balance in housing legislation.

For these reasons, the City of Rolling Hills supports SB 765.

Sincerely,



JEFF PIEPER

Mayor, City of Rolling Hills

cc: Ben Allen, Senator, 26th State Senate District
Al Muratsuchi, Assembly Member, 66th Assembly District
Jeff Kiernan, League of California Cities
Meg Desmond, League of California Cities
Marcel Rodarte, California Contract Cities Association



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

March 31, 2021

The Honorable Scott Wiener
Chair, Senate Housing Committee
State Capitol Building, Room 5100
Sacramento, CA 95814

RE: SB 765 (Stern) Accessory Dwelling Unit Setback-Support

Dear Senator Wiener,

The City of City of Rolling Hills writes to express its **strong support for SB 765**, which continues to provide for and protect the production of accessory dwelling units (ADUs), but simply allows cities to maintain a setback for ADUs that is appropriate to their lot size and terrain.

First and foremost, SB 765 will neither undermine existing law nor hinder the construction of ADUs, which we support as one of many very important solutions to our current housing crisis. Rather, SB 765 provides that rear and side yard setbacks for ADUs previously established by local agencies be maintained in appropriate circumstances so that each community can take into account their own built environment, their city's unique topography and landscape and the differences of lot size among urban, suburban and rural zones and terrain.

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For these reasons, the City of Rolling Hills supports SB 765.

Sincerely,



Jeff Pieper
Mayor, City of Rolling Hills

- cc: Al Muratsuchi, Assembly Member, 66th Senate District
Ben Allen, Senator, 26th State Senate District
Senator Henry Stern
Senator Patricia C. Bates (Vice Chair) (OC)
Senator Anna M. Caballero (Monterey, Salinas)
Senator Dave Cortese (Silicon Valley)
Senator Mike McGuire (North Coast from Marin)
Senator Rosilicie Ochoa Bogh (San Bernardino)
Senator Nancy Skinner (Oakland/Alameda)
Senator Thomas J. Umberg (Irvine and OC)
Senator Bob Wieckowski (South Bay)
Jeff Kiernan, League of California Cities
Meg Desmond, League of California Cities
Marcel Rodarte, California Contract Cities Association



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

April 1, 2021

The Honorable Assembly Member Jesse Gabriel
State Capitol
P.O. Box 942849, Room 4139
Sacramento, CA 92429-0045

SUBJECT: Notice of Support for AB 1053

Dear Assembly Member Gabriel:

The City of Rolling Hills supports AB 1053 as proposed.

The City's representative to the city selection committee frequently reports on the difficulties in conducting business due to the lack of a quorum. Representatives to the city selection committee come from different parts of the Southern California region presenting obstacles to meet in person. Those that are able to make the trip to the meeting site often have to turn right back for the lack of a quorum. The ability for the city selection committee meetings to be conducted by teleconferencing and electronic means provides a viable solution but more importantly expedite the needed appointments to other governing bodies in the region.

Thank you for your leadership in this matter.

Sincerely,

Jeff Pieper
Mayor, City of Rolling Hills

cc: Al Muratsuchi, Assembly Member, 66th Senate District
Ben Allen, Senator, 26th State Senate District
Jeff Kiernan, League of California Cities
Meg Desmond, League of California Cities
Marcel Rodarte, California Contract Cities Association
City of Rolling Hills City Council



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.C
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEPHANIE GRANT , ADMINISTRATIVE CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CTY OF ROLLING HILLS OPOSITION LETTER TO AB 1372 RIGHT TO TEMPORARY SHELTER (MURATSUCHI).

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[AB 1372 Notice of Opposition Ltr 2021.03.31.pdf](#)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

March 31, 2021

Assemblymember Al Muratsuchi
P.O. Box 942849
State Capitol, Room 2179
Sacramento, CA 94249-0066

SUBJECT: Notice of Opposition to AB 1372

Dear Assemblymember Muratsuchi:

The City of Rolling Hills **strongly objects to AB 1372** which has the potential to catalyze frivolous lawsuits against cities who are unable to immediately provide temporary shelter, mental health treatment, resources for job placement and job training to the unhoused population.

While we appreciate efforts to ensure that the unhoused have access to temporary shelter and necessary services, this bill poses significant threats to cities from people and organizations who could take advantage of the law and file lawsuits against cities that do not have the capacity nor personnel to administer the program mandated by this bill. The City of Rolling Hills is committed to being part of the solution to the housing shortfall in the State. However, we strongly believe that this bill will have the opposite effect and consequently exhaust cities' resources to fight lawsuits instead of provide the necessary programs that will meet the ultimate goal of providing shelter and programs to support the unhoused. For these reasons the City of Rolling Hills strongly opposes AB 1372.

Sincerely,

JEFF PIEPER

Mayor, City of Rolling Hills

AB 1372 RIGHT TO TEMPORARY SHELTER (MURATSUCHI)

cc: Ben Allen, Senator, 26th State Senate District
Jeff Kiernan, League of California Cities
Meg Desmond, League of California Cities
Marcel Rodarte, California Contract Cities Association
Jacki Bacharach, South Bay Cities Council of Governments



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.D
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: TERRY SHEA, FINANCE DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: FINANCIAL STATEMENTS FOR THE QUARTER ENDING MARCH 31, 2021

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

General Fund Budget Comparison for the Quarter Ending March 31, 2021

FISCAL IMPACT:

None

RECOMMENDATION:

Receive and File.

ATTACHMENTS:

[Budget Comparative 03-31-21.pdf](#)

CITY OF ROLLING HILLS
BUDGET COMPARISON GENERAL FUND
FY 2020-21 MARCH

Page: 1
4/5/2021

City of Rolling Hills

	Current Year			
	Budget	YTD Actual	YTD Variance	YTD Percentage
As Of: 03/31/21				
Fund: 01 - General Fund				
Revenues				
401.0 Property Taxes	\$ 1,190,300	\$ 716,183	\$ (474,117)	60.17%
405.0 Sales Tax	4,800	22,726	17,926	473.46%
410.0 Real Estate Transfer Tax	33,500	71,896	38,396	214.61%
420.0 Motor Vehicles in Lieu Tax-VLF	232,500	119,050	(113,450)	51.20%
440.0 Building & Other Permit Fees	281,250	135,764	(145,486)	48.27%
450.0 Variance, Planning & Zoning	20,000	22,433	2,433	112.17%
455.0 Animal Control Fees	1,300	258	(1,042)	19.85%
460.0 Franchise Fees	19,000	7,280	(11,720)	38.32%
480.0 Fines & Traffic Violations	14,300	3,211	(11,089)	22.45%
585.0 Covid 19 Revenues	50,000	50,000	-	100.00%
600.0 City Hall Leasehold RHCA	68,000	51,741	(16,259)	76.09%
505.0 Grants	-	18,401	18,401	#DIV/0!
620.0 Proposition A Exchange	56,250	-	(56,250)	0.00%
650.0 PSAF & COPS	800	752	(48)	94.00%
655.0 Burgler Alarm Responses	600	350	(250)	58.33%
670.0 Interest Earned	100,000	18,599	(81,401)	18.60%
670.0 Interest Earned Section 115	-	47,733	47,733	#DIV/0!
675.0 Miscellaneous Revenue	37,800	3,241	(34,559)	8.57%
699.0 Operating Transfer In	24,000	18,000	(6,000)	75.00%
Total Revenues	<u>2,134,400</u>	<u>\$ 1,307,618</u>	<u>(826,782)</u>	<u>61.26%</u>
Expenditures				
Dept: 00				
999.0 Operating Transfer Out	258,402	62,987	195,415	24.38%
Total 00	<u>258,402</u>	<u>62,987</u>	<u>195,415</u>	<u>24.38%</u>
Dept: 01 City Administration				
702.0 Salaries-Full Time	424,600	221,068	203,532	52.07%
703.0 Salaries-Part Time	10,500	-	10,500	0.00%
710.0 Retirement CalPERS-Employer	72,400	43,746	28,654	60.42%
715.0 Workers Compensation Insurance	7,700	6,209	1,491	80.64%
716.0 Group Insurance	47,600	20,232	27,368	42.50%
717.0 Retiree Medical	30,300	24,943	5,357	82.32%
718.0 Employer Payroll Taxes	26,800	11,604	15,196	43.30%
719.0 Deferred Compensation	2,000	1,041	959	52.05%
720.0 Auto Allowance	3,200	2,100	1,100	65.63%
740.0 Office Supplies & Expense	60,000	22,667	37,333	37.78%
745.0 Equipment Leasing Costs	4,100	4,219	(119)	102.90%
750.0 Dues & Subscriptions	11,300	10,605	695	93.85%
755.0 Conference Expense	10,000	325	9,675	3.25%
757.0 Meetings Expense	2,000	498	1,502	24.90%
759.0 Training & Education	2,000	-	2,000	0.00%
761.0 Auto Mileage	500	26	474	5.20%
765.0 Postage	15,000	13,613	1,387	90.75%
770.0 Telephone	6,100	5,061	1,039	82.97%
775.0 City Council Expense	10,000	75	9,925	0.75%
780.0 Minutes Clerk Meetings	6,000	4,062	1,938	67.70%
785.0 Codification	5,000	550	4,450	11.00%
790.0 Advertising	1,500	325	1,175	21.67%
795.0 Other Gen Admin Expense	10,000	1,760	8,240	17.60%
801.0 City Attorney	90,000	62,006	27,994	68.90%
802.0 Legal Expenses-Other	3,000	-	3,000	0.00%
820.0 Website	6,000	27,408	(21,408)	456.80%
850.0 Election Expense City Council	30,000	3,633	26,367	12.11%
890.0 Consulting Fees	84,200	94,168	(9,968)	111.84%
950.0 Capital Outlay-Equipment	-	3,117	(3,117)	#DIV/0!

CITY OF ROLLING HILLS
BUDGET COMPARISON GENERAL FUND

FY 2020-21 MARCH

Total City Administration	981,800	585,061	396,739	59.59%
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Page: 2
4/5/2021

City of Rolling Hills

Current Year

	Amended Budget	YTD Actual	YTD Variance	YTD Percentage
As Of: 03/31/21				
Expenditures				
Dept: 05 Finance				
750.0 Dues & Subscriptions	\$ 2,100	\$ -	\$ 2,100	0.00%
810.0 Annual Audit	17,100	17,110	(10)	100.06%
890.0 Consulting Fees	103,683	48,566	55,117	46.84%
Total Finance	122,883	65,676	57,207	53.45%
Dept: 15 Planning & Development				
702.0 Salaries-Full Time	196,700	132,281	64,419	67.25%
703.0 Salaries-Part Time	15,750	26,357	(10,607)	167.35%
710.0 Retirement CalPERS-Employer	33,800	27,512	6,288	81.40%
715.0 Workers Compensation Insurance	3,800	2,385	1,415	62.76%
716.0 Group Insurance	16,200	10,415	5,785	64.29%
718.0 Employer Payroll Taxes	16,750	10,268	6,482	61.30%
720.0 Auto Allowance	2,400	500	1,900	20.83%
750.0 Dues & Subscriptions	600	-	600	0.00%
755.0 Conference Expense	5,000	-	5,000	0.00%
758.0 Planning Commission Meeting	3,000	855	2,145	28.50%
759.0 Training & Education	2,000	-	2,000	0.00%
776.0 Miscellaneous Expenses	2,000	419	1,581	20.95%
872.0 Property Development-Legal Exp	67,000	57,857	9,143	86.35%
878.0 Build Inspect. LA County/Willd	150,000	86,506	63,494	57.67%
881.0 Storm Water Management	124,000	99,253	24,747	80.04%
882.0 Variance & CUP Expense	7,000	10,287	(3,287)	146.96%
884.0 Special Project Study & Consul	196,400	103,772	92,628	52.84%
950.0 Capital Outlay-Equipment	2,000	-	2,000	0.00%
Total Planning & Development	844,400	568,667	275,733	67.35%
Dept: 25 Public Safety				
830.0 Law Enforcement	232,785	129,439	103,346	55.60%
833.0 Other Law Enforcement Expenses	3,000	1,072	1,928	35.73%
837.0 Wild Life Mgmt & Pest Control	50,000	2,562	47,438	5.12%
838.0 Animal Control Expense	6,000	2,395	3,605	39.92%
Total Public Safety	291,785	135,468	156,317	46.43%
Dept: 65 Non-Department				
895.0 Insurance & Bond Expense	27,600	21,761	5,839	78.84%
901.0 South Bay Comm. Organization	4,100	2,000	2,100	48.78%
915.0 Community Recognition	11,000	381	10,619	3.46%
916.0 Civil Defense Expense	650	0	650	0.00%
917.0 Emergency Preparedness	29,000	14,135	14,865	48.74%
985.0 Contingency	25,000	0	25,000	0.00%
Total Non-Department	97,350	38,277	59,073	39.32%
Dept: 75 City Properties				
925.0 Utilities	34,000	24,390	9,610	71.74%
930.0 Repairs & Maintenance	20,000	14,867	5,133	74.34%
932.0 Area Landscaping	13,500	18,680	(5,180)	138.37%
Total City Properties	67,500	57,937	9,563	85.83%
Total Expenditures and Transfers	2,664,120	1,514,073	1,150,047	56.83%
Revenues Over (Under) Expenditures	\$ (529,720)	\$ (206,455)	\$ 323,265	



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.E
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE TIME EXTENSION REQUEST FOR STORM HILL SUBDIVISION IMPROVEMENTS AGREEMENT.

DATE: April 12, 2021

BACKGROUND:

The subdividers of the Storm Hill project are requesting two-year extension to complete the required subdivision improvements on Parcel Map 26356.

DISCUSSION:

The global pandemic that began in March 2020 has significantly impacted the progress of the project. Despite the slow down in the development industry, the subdividers are continuing to move forward with the following activities:

Plan Approval

- Grading/road plan check: Almost complete with plan check. Only waiting for LA County Soils dept (GMED) approval. Expect within 4-6 months.
- Dry sewer line: Almost complete with plan check. Working on final response and creation/recording of easements. Expect within 2-3 months.
- Water line: Working with Cal-water and LA County Fire Dept on design. Expect within 6-9 months.
- Dry utilities: Final design complete. Waiting on easements documents from different agencies. Expect within 3-4 months.

It will take a few months to get the construction permit and a few more months to build. With Covid-19 and current situation, these are approximate timelines and can vary significantly. Hence the request for 2-year extension to provide some buffer from the deadline.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve Storm Hill's Fifth Amendment to Subdivision Improvement Agreement.

ATTACHMENTS:

ROLLING HILLS - Fifth Amendment to Subdivision Improvement Agreement (Storm)-c1.DOCX
Extension Letter - PM 26356 - 2.01.2021.pdf

Fifth Amendment to Subdivision Improvement Agreement

This Fifth Amendment to Subdivision Improvement Agreement (“Fifth Amendment”), effective _____, 2021, is between the City of Rolling Hills, a municipal corporation (“City”), and Storm Properties, Inc. and Claudia Storm Grzywacz (the “Subdividers”), whose addresses are set forth in the amended Subdivision Reference Data attached hereto as Schedule A, as of the date set forth below.

RECITALS

- A. The City and Subdividers entered into a Subdivision Improvements Agreement dated June 8, 2005, which was recorded on June 12, 2007 as document number 20071416757 (“Improvement Agreement”).
- B. The City and Subdividers amended the Improvement Agreement in 2008, 2010, 2015, and 2020.
- C. From March 2020, the COVID-19 global pandemic disrupted business and life around the world.
- D. The Subdividers have requested an extension of the Time of Performance under the Improvement Agreement by two (2) years.
- E. The City does not object to such an extension.
- F. The parties therefore desire to modify the Improvement Agreement by this Fifth Amendment to reflect the extended term of the Improvement Agreement.

AMENDMENTS

- 1. Section 2. TIME OF PERFORMANCE** shall be amended as follows:

Subdividers shall complete the Improvements, as specified in Schedules A through E, by no later than June 8, 2023 or upon development of any one of the building sites of the Subdivisions, whichever comes first.

- 2. No Other Changes**

Except as expressly modified by this Fifth Amendment, all provisions of the Improvement Agreement as amended, remain unchanged and are reaffirmed by this Fifth Amendment.

[Signatures on Following Page]

City

CITY OF ROLLING HILLS,
a municipal corporation

By: _____

Its: _____

Date: _____

Approved as to form:

By: _____

Its: _____

Date: _____

Attest by: City Clerk

Subdividers

STORM PROPERTIES, INC.

By: _____

Its: _____

Date: _____

CLAUDIA STORM GRZYWACZ,
trustee of the Claudia Storm Bird Trust dated
August 3, 1995, as to an undivided 1/4 interest.

By: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2021 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2021 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

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STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2021 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

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STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2021 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2021 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2021 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2021 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)



Storm Properties, Inc.

February 1, 2021

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

Re: Parcel Map 26356 – Storm Hill Lane

Dear Honorable Mayor and Members of the City Council:

Pursuant to Section 2 of the Fourth Amendment to the Subdivision Improvement Agreement, dated May 28, 2020, this letter shall serve as a request to extend the Time Performance for the subdivision improvement agreement for Parcel Map 26356. We respectfully request that the completion date in which the improvements are to be complete to be extended for two (2) years from June 8, 2021 to June 8, 2023.

We appreciate your consideration of this matter.

Larry R. Carr
Storm Properties, Inc.
310-986-2440



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.F
Mtg. Date: 04/12/2021

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 AMENDED CITY MANAGER EMPLOYMENT CONTRACT

DATE: April 12, 2021

BACKGROUND:

The City Council conducted the City Manager's annual performance evaluation in November 2020 for the period between September 28, 2019 and September 28, 2020.

DISCUSSION:

As a result of the performance evaluation, certain terms of the employment contract for the City Manager are proposed to be amended.

FISCAL IMPACT:

If the amended employment contract is approved, there would be an expenditure increase of approximately \$8,000 to the City Administration Department for Fiscal Year 2021-2022.

RECOMMENDATION:

Approve the amended employment contract.

ATTACHMENTS:

[FIRST AMENDMENT to CM agreement Elaine Jeng \(2021\)-c1_2021-04-09_F.pdf](#)

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 12th day of April, 2021, by and between the CITY OF ROLLING HILLS, a general law city and municipal corporation (hereinafter “City”), and ELAINE H. JENG (hereinafter “Employee”), both of whom understand as follows:

R E C I T A L S

- A. City and Employee entered into an Employment Agreement on August 13, 2018 to appoint Employee as City Manager of the City of Rolling Hills (the “Agreement”).
- B. City evaluated Employee’s annual performance for the period of September 28, 2019 to September 28, 2020 under the terms of the Agreement.
- C. City and Employee now desire to amend the Agreement to increase the annual salary, car allowance, and management leave and to reflect a higher contribution for Employee’s health insurance and 457 plan (the “First Amendment”).

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

- 1. Paragraph 5 (Salary) of the Agreement is amended to read as follows:

- 5. Salary. City agrees to pay Employee for the services required by this Agreement a monthly base annual salary of Two Hundred and Ten Thousand Dollars (\$210,000.00) payable in installments at the same time as other employees of the City are paid. The salary shall be adjusted annually by the cost of living (COLA) on the same basis as other employees of the City.

- City agrees to pay Employee a monthly car allowance of Four Hundred Dollars (\$400) per month. The car allowance is intended to reimburse Employee for the use of her private vehicle for City business. Employee must provide her own automobile for her use in performing her duties and is responsible for all maintenance, repair, fuel

and insurance expenses for said vehicle. Employee shall use her personal cellular telephone for transaction of City business and City agrees to reimburse Employee \$110 per month for use of her phone for business.

At the time of her annual evaluation as provided for in paragraph 12 herein, City agrees to evaluate Employee's salary and/or any other benefits Employee receives under this Agreement and to make modifications in such amounts and to such an extent (whether in the nature of a cost of living adjustment, merit increase, bonus or other compensation enhancement or otherwise) as City Council in its discretion may determine that it is desirable to do so. Employee may be given exceptional performance recognition in the form of a one-time check for exceptional performance during the prior fiscal year.

2. Paragraph 11 (Retirement and Insurance Benefits) of the Agreement is amended to read as follows:

11. Retirement and Insurance Benefits.

A. Retirement. During the term of this Agreement, City shall contribute to employer's portion and Employee shall contribute to Employee's portion of Employee's membership in the Public Employees Retirement System. Employee shall pay any legally required Social Security withholding. City shall fund a "457" deferred compensation plan on Employee's behalf, payable in 26 equal installments concurrent with employee pay periods, in the amount of 2% of Employee's annual salary.

B. Medical and Other Insurance. City shall pay the entirety of the cost of health insurance for Employee, including her dependents. City shall provide Employee with the same disability insurance and life insurance benefits as is provided to other employees of the City. City shall provide Employee with a term life insurance policy in the face amount of \$250,000.

C. Other Insurance. City shall provide and pay for all other insurance mandated by State law.

D. Termination of Benefits. Notwithstanding the foregoing, City's obligation to pay Employee health benefits, including dependents, terminates upon

the employment of Employee by another employer on the date such benefits are effective for Employee.

3. Paragraph 12 (Sick Leave, Vacation and Holidays) of the Agreement is amended to read as follows:

12. Sick Leave, Vacation and Holidays.

A. Sick Leave. Employee shall earn 3.46 hours of sick leave per pay period up to a maximum accrual of 225 hours. Employee may carry over accrued sick leave as provided in the Employee Handbook and Personnel Policy Manual.

B. Vacation. Employee shall earn 159 hours of vacation per year. Employee may elect to cash out unused vacation as provided in the Employee Handbook and Personnel Policy Manual.

C. Management Leave. Employee shall be provided eighty (80) hours of management leave each calendar year, all of which will be available for Employee's use as of January 1 of each year this Agreement is in effect, in lieu of the floating holiday provided for in the Employee Handbook and Personnel Policy Manual. Management leave will not accrue or carry over from year to year nor does it have any cash value. Management leave will not be prorated for partial years' service.

D. Other Leave. Employee shall be entitled to bereavement leave in the same manner as employees of the City.

E. Holidays. Employee shall be entitled to the same number of paid holidays per year as provided to other City employees.

4. All terms and conditions of the Agreement not amended by this First Amendment shall remain in full force and effect.

5. This First Amendment shall be effective as of March 10, 2021.

IN WITNESS WHEREOF the parties have executed this First Amendment as of the day and year first above written.

EMPLOYEE

ELAINE H. JENG, P.E.

CITY OF ROLLING HILLS

By:

JEFF PIEPER, MAYOR

ATTEST:

CITY CLERK



Agenda Item No.: 8.A
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND ADOPT AN URGENCY ORDINANCE AND INTRODUCE AN ORDINANCE AMENDING CHAPTER 8.36 OF TITLE 8 OF THE ROLLING HILLS MUNICIPAL CODE, FLOODPLAIN MANAGEMENT REGULATIONS, FOR COMPLIANCE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM.

DATE: April 12, 2021

BACKGROUND:

On December 17, 2020, the City received updated Flood Insurance Rate Maps (FIRMs). When a community receives updated flood maps, FEMA is required to conduct a technical review of the community's floodplain management regulations to ensure compliance with the National Flood Insurance Program (NFIP), regardless if they are receiving new flood zones and/or base flood elevations. Under the NFIP, the City must ensure its adopted floodplain management regulations are compliant with the NFIP minimum requirements.

DISCUSSION:

If the City does not have an adopted revised and legally enforceable ordinance by April 21, 2021, the City of Rolling Hills will be Suspended from the NFIP Program. Suspension from the NFIP carries with it the following consequences:

1. City of Rolling Hills residents will be unable to purchase an NFIP flood insurance
2. Existing NFIP flood insurance policies will not be reviewed
3. No Federal grants or loans for development may be made in identified flood hazard areas under programs administered by Federal agencies such as Housing & Urban Development, US. Environmental Protection Agency, and US. Small Business Administration.
4. No Federal disaster assistance may be provided to repair insurable buildings located in identified

flood hazard areas for damage caused by a flood

5. No Federal mortgage insurance or loan guarantees may be provided in identified flood hazard areas. This includes policies written by Federal Housing Authority, Veterans Administration, and
6. Federally insured or regulated lending institutions, such as banks and credit unions, must notify applicants seeking loans for insurable buildings in flood hazard areas that there is a flood hazard and that the property is not eligible for Federal disaster relief.

FISCAL IMPACT:

None.

RECOMMENDATION:

Waive full reading and adopt Urgency Ordinance 370U and introduce and waive full reading of Ordinance 370 amending the City of Rolling Hills Municipal Code's Chapter 8.36 Floodplain Management Regulations.

ATTACHMENTS:

[Ordinance 370U Floodplain Management Regulations \(Urgency\).DOCX](#)

[Ordinance 370 Floodplain Management Regulations_.DOCX](#)

[City_of_Rolling_Hills_Chapter_8.36___FLOODPLAIN_MANAGEMENT_REGULATIONS_FEMA_'](#)

ORDINANCE NO. 370-U

AN URGENCY ORDINANCE OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 8.36 OF TITLE 8 OF THE ROLLING HILLS MUNICIPAL CODE, FLOODPLAIN MANAGEMENT REGULATIONS, FOR COMPLIANCE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND DECLARING THE URGENCY THEREOF

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

Section 1. Section 8.36.030 of Chapter 8.36 of the Rolling Hills Municipal Code, “Definitions,” is hereby amended to add or amend the following definitions in alphabetical order:

"Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.

"Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior.
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved State program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

"New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after August 26, 2006 and includes any subsequent improvements to such structures.

“Zone D” means a FEMA mapped designation on the community’s effective Flood Insurance Rate Map (FIRM) used for areas where there are possible but undetermined flood hazards, as no analysis of flood hazards has been conducted.

Section 2. Section 8.36.050 of Chapter 8.36 of the Rolling Hills Municipal Code, “Basis for establishing flood-prone areas,” is hereby amended to read as follows:

The Floodplain Administrator or his or her designee, shall obtain, review, and reasonably utilize any base flood data available from other Federal or State Agencies or other source to identify flood-prone areas within the jurisdiction of the City of Rolling Hills.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the “Flood Insurance Study (FIS) for Los Angeles County and Incorporated Areas” dated September 26, 2008, with accompanying Flood Insurance Rate Maps (FIRM’s) and Flood Boundary and Floodway Maps (FBFM’s), dated September 26, 2008, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the City of Rolling Hills City Council by the Floodplain Administrator.

This data will be on file at the Rolling Hills Department of Planning, City Hall, No. 2 Portuguese Bend Road, Rolling Hills, California 90274.

Section 3. Section 8.36.110 of Chapter 8.36 of the Rolling Hills Municipal Code, “Establishment of flood damage prevention permit,” is hereby amended to read as follows:

A flood damage prevention permit shall be obtained for all proposed construction or other development in the community, including substantial damage, and the placement of manufactured homes, so that it may be determined whether such construction or other development is within flood-prone areas.

Section 4. Section 8.36.140 of Chapter 8.36 of the Rolling Hills Municipal Code, “Standards of construction,” is hereby amended to read as follows:

If a proposed building site is in a flood-prone area, including the Zone D area as identified on the effective Flood Insurance Rate Map, all new construction and substantial improvements, including manufactured homes, shall:

- A. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- B. Be constructed:
 1. With materials and utility equipment resistant to flood damage,
 2. Using methods and practices that minimize flood damage,
 3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

Section 5. **Severability.** If any provision of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect any remaining provision hereof. The City Council of the City of Rolling Hills hereby declares that it would have adopted this ordinance despite any partial invalidity.

Section 6. Environmental Review. The City Council finds that adopting the foregoing amendments to the City’s floodplain management regulations is exempt from the California Environmental Quality Act (“CEQA”) under section 15061(b)(3) of the CEQA Guidelines. (14 Cal. Code Regs. § 15061(b)(3).) This Ordinance adopts amendments identified by the Federal Emergency Management Agency (“FEMA”) as necessary to ensure that the City’s building standards account for the risk of regional flood hazards, consistent with the National Flood Insurance Program. The amendments are thus administrative in nature and designed to improve and not degrade environmental quality. As such, there is no possibility that adopting this ordinance would adversely affect the environment in any manner that could be significant for purposes of CEQA. The measure also qualifies for the Class 8 exemption for agency actions taken to assure the maintenance, restoration, enhancement, or protection of the environment. (14 Cal. Code Regs. § 15308.) By regulating construction in flood hazard areas, the ordinance ensures the protection of the City’s building environment.

Section 7. Statement of Urgency. The City Council declares that it is necessary to the public peace, safety, and welfare that this ordinance be adopted as an urgency measure, to take effect immediately by a four-fifths vote of the Council. It is essential that the City have in effect at the earliest possible date floodplain management regulations which are necessitated by the area’s local topographic, geologic, and climatic conditions and regulate construction in potential flood zones. In the absence of immediate effectiveness, permits may be issued for construction that does not adhere to the necessary standards, to the detriment of the public health, safety, and welfare. It is also essential that the City have in effect at the earliest possible date the revised floodplain management regulations because, under the National Flood Insurance Program, the City is required to revise its floodplain management regulations according to Federal Emergency Management Agency’s Base Flood Elevation determinations by the effective date of the City’s revised flood map, or by April 21, 2021.

Section 8. Notice and Filing. The City Clerk shall certify as to the adoption of this ordinance and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED AND ADOPTED this 12th day of April 2021.

JEFF PIEPER, MAYOR

ATTEST:

ELAINE JENG
ACTING CITY CLERK

ORDINANCE NO. 370

AN ORDINANCE OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 8.36 OF TITLE 8 OF THE ROLLING HILLS MUNICIPAL CODE, FLOODPLAIN MANAGEMENT REGULATIONS, FOR COMPLIANCE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND DECLARING THE URGENCY THEREOF

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

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1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior.
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved State program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

"New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after August 26, 2006 and includes any subsequent improvements to such structures.

“Zone D” means a FEMA mapped designation on the community’s effective Flood Insurance Rate Map (FIRM) used for areas where there are possible but undetermined flood hazards, as no analysis of flood hazards has been conducted.

Section 2. Section 8.36.050 of Chapter 8.36 of the Rolling Hills Municipal Code, “Basis for establishing flood-prone areas,” is hereby amended to read as follows:

The Floodplain Administrator or his or her designee, shall obtain, review, and reasonably utilize any base flood data available from other Federal or State Agencies or other source to identify flood-prone areas within the jurisdiction of the City of Rolling Hills.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the “Flood Insurance Study (FIS) for Los Angeles County and Incorporated Areas” dated September 26, 2008, with accompanying Flood Insurance Rate Maps (FIRM’s) and Flood Boundary and Floodway Maps (FBFM’s), dated September 26, 2008, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the City of Rolling Hills City Council by the Floodplain Administrator.

This data will be on file at the Rolling Hills Department of Planning, City Hall, No. 2 Portuguese Bend Road, Rolling Hills, California 90274.

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- A. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- B. Be constructed:
 - 1. With materials and utility equipment resistant to flood damage,
 - 2. Using methods and practices that minimize flood damage,
 - 3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

Section 5. **Severability.** If any provision of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect any remaining provision hereof. The City Council of the City of Rolling Hills hereby declares that it would have adopted this ordinance despite any partial invalidity.

Section 6. Environmental Review. The City Council finds that adopting the foregoing amendments to the City’s floodplain management regulations is exempt from the California Environmental Quality Act (“CEQA”) under section 15061(b)(3) of the CEQA Guidelines. (14 Cal. Code Regs. § 15061(b)(3).) This Ordinance adopts amendments identified by the Federal Emergency Management Agency (“FEMA”) as necessary to ensure that the City’s building standards account for the risk of regional flood hazards, consistent with the National Flood Insurance Program. The amendments are thus administrative in nature and designed to improve and not degrade environmental quality. As such, there is no possibility that adopting this ordinance would adversely affect the environment in any manner that could be significant for purposes of CEQA. The measure also qualifies for the Class 8 exemption for agency actions taken to assure the maintenance, restoration, enhancement, or protection of the environment. (14 Cal. Code Regs. § 15308.) By regulating construction in flood hazard areas, the ordinance ensures the protection of the City’s building environment.

Section 7. Notice and Filing. The City Clerk shall certify as to the adoption of this ordinance and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED AND ADOPTED this ____ day of April 2021.

JEFF PIEPER, MAYOR

ATTEST:

ELAINE JENG
ACTING CITY CLERK

Chapter 8.36 - FLOODPLAIN MANAGEMENT REGULATIONS

Sections:

8.36.010 - Statutory authorization.

The Legislature of the State of California has in Government Code Sections 65302, 65560 and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. This chapter is enacted in order to establish the floodplain management regulations required under Title 44, Section 60 of the Code of Federal Regulations in order for the residents of Rolling Hills to be eligible to purchase flood insurance through the National Flood Insurance Program.

(Ord. 300 §2(part), 2006).

8.36.020 - Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

(Ord. 300 §2(part), 2006).

8.36.030 - Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base flood," means a flood, which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this chapter.

Building. See "Structure."

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source.

"Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior.
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after August 26, 2006 and includes any subsequent improvements to such structures.

One-hundred-year flood or 100-year flood. See "Base flood."

"Recreational vehicle" means a vehicle, which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and

4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration would not preclude the structure's continued designation as a "historic structure."

(Ord. 300 §2(part), 2006).

Zone "D" means a FEMA mapped designation on the community's effective Flood Insurance Rate Map (FIRM) used for areas where there are possible but undetermined flood hazards, as no analysis of flood hazards has been conducted.

8.36.040 - Lands to which this chapter applies.

This chapter shall apply to all areas identified as flood-prone within the jurisdiction of the City of Rolling Hills.

(Ord. 300 §2(part), 2006).

8.36.050 - Basis for establishing flood-prone areas.

The Floodplain Administrator or his or her designee, shall obtain, review, and reasonably utilize any base flood data available from other Federal or State Agencies or other source to identify flood-prone areas within the jurisdiction of the City of Rolling Hills.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the "Flood Insurance Study (FIS) for Los Angeles County and Incorporated Areas" dated September 26, 2008, with accompanying Flood Insurance Rate Maps (FIRM's) and Flood Boundary and Floodway Maps (FBFM's), dated September 26, 2008, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the City of Rolling Hills City Council by the Floodplain Administrator.

This data will be on file at the Rolling Hills Department of Planning, City Hall, No. 2 Portuguese Bend Road, Rolling Hills, California 90274.

(Ord. 300 §2(part), 2006).

8.36.060 - Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the City Council from taking such lawful action as is necessary to prevent or remedy any violation.

(Ord. 300 §2(part), 2006).

8.36.070 - Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another chapter, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. 300 §2(part), 2006).

8.36.080 - Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. 300 §2(part), 2006).

8.36.090 - Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City Council, any officer or employee thereof, the County of Los Angeles as designee of the Floodplain Administrator, the State of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. 300 §2(part), 2006).

8.36.110 - Establishment of flood damage prevention permit.

A flood damage prevention permit shall be obtained for all proposed construction or other development in the community, including substantial damage, and the placement of manufactured homes, so that it may be determined whether such construction or other development is within flood-prone areas.

(Ord. 300 §2(part), 2006).

8.36.120 - Designation of the Floodplain Administrator.

The City Manager, or his or her designee, is hereby appointed to administer, implement, and enforce this chapter by granting or denying flood damage prevention permits in accord with its provisions.

(Ord. 300 §2(part), 2006).

8.36.130 - Duties and responsibilities of the Floodplain Administrator.

The duties and responsibilities of the Floodplain Administrator, or his or her designee, shall include, but not be limited to the following:

- A. Permit Review. Review all flood damage prevention permit applications to determine:
 1. Permit requirements of this chapter have been satisfied;
 2. All other required State and Federal permits have been obtained; and
 3. The site is reasonably safe from flooding.
- B. Review and Use of Any Other Base Flood Data. The Floodplain Administrator, or his or her designee, shall obtain, review, and reasonably utilize any base flood data available from other Federal or State Agency or other source.
- C. Notification of Other Agencies.
 1. Alteration or relocation of a watercourse:
 - a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - b. Submit evidence of such notification to the Federal Emergency Management Agency; and

- c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
3. Changes in corporate boundaries: Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

(Ord. 300 §2(part), 2006).

8.36.140 - Standards of construction.

If a proposed building site is in a flood-prone area, including Zone D areas as identified on the effective Flood Insurance Rate Map, all new construction and substantial improvements, including manufactured homes, shall:

- A. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- B. Be constructed:
 - 1. With materials and utility equipment resistant to flood damage,
 - 2. Using methods and practices that minimize flood damage,
 - 3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(Ord. 300 §2(part), 2006).

8.36.150 - Standards for subdivisions or other proposed new development.

If a subdivision proposal or other proposed new development, including manufactured home parks or subdivisions, is in a flood-prone area, any such proposals shall be reviewed to assure that:

- A. All such proposals are consistent with the need to minimize flood damage within the flood prone area;
- B. All public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
- C. Adequate drainage is provided to reduce exposure to flood hazards.

(Ord. 300 §2(part), 2006).

8.36.160 - Standards for utilities.

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
 - 1. Infiltration of flood waters into the systems; and
 - 2. Discharge from the systems into floodwaters.

B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

(Ord. 300 §2(part), 2006).

8.36.170 - Severability.

This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

(Ord. 300 §2(part), 2006).



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.A
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ALAN PALERMO, PROJECT MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REVIEW PREVIOUSLY PRESENTED CITY HALL ADA IMPROVEMENTS PROJECT RESTROOM LAYOUT OPTIONS.

DATE: April 12, 2021

BACKGROUND:

In December 2019, the City released an RFP for Architectural and Engineering Design Services to prepare ADA Improvement Plans for Rolling Hills City Hall, excluding building exterior path of travel. At the January 27, 2020 City Council Meeting, City Council considered and approved a Professional Services Agreement with Pacific Architecture and Engineering, Inc. to prepare Improvement Plans (ADA and Space Planning) for City of Rolling Hills City Hall. A kick off meeting with Pacific Architecture and Engineering, Inc. was held February 27, 2020. At the May 26, 2020 City Council Meeting, City Council received a presentation from staff on the options developed to bring the restrooms up to date and comply with ADA and related codes. At the July 13, 2020 City Council Meeting, City Council received a presentation from staff with additional information to the two preferred options including opinions of probable costs of construction. At this July 13, 2021 City Council Meeting, City Council voted to move forward with Option 2 which kept the restrooms in the same location and had the lower opinion of probable cost of construction.

DISCUSSION:

Pacific Architecture and Engineering, Inc. has submitted the 65% plans for City review on March 9, 2021. This submittal incorporated the restroom option selected at the July 13, 2020 City Council Meeting. The City is currently review the 65% plans. Before these plans are returned to Pacific Architecture and Engineering, Inc. to take the plans to 90% design, Mayor Piper recommended revisiting the restroom options.

FISCAL IMPACT:

The project is budgeted under the Capital Improvement Program FY / 2020-2021. Any change in design at this time would require an additional contract amendment for design services.

RECOMMENDATION:

Review the two options previously presented for ADA compliant restroom layouts and provide direction to staff.

ATTACHMENTS:

[20200509_rollinghills_costestimate10.pdf](#)

rolling_hills_city_hall__option1_202006008_Layout1__1_.pdf
rolling_hills_city_hall__option2_202006008d_Layout1__1_.pdf



**ROLLING HILLS CITY HALL RENOVATIONS
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA**

10% SCHEMATIC DESIGN COST ESTIMATE

May 9, 2020

**RHWCC JOB NUMBER:
20-06**

PREPARED BY

**PACIFIC ARCHITECTURE & ENGINEERING, INC.
HERMOSA BEACH, CA**



Rev 0



PACIFIC ARCH & ENG, INC.
2447 PACIFIC COAST HIGHWAY, SUITE 218
HERMOSA BEACH, CA 90254

OFFICE: 310-698-8711

DATE: 05/09/20
RHW NO: 20-06
REV: 0

PROJECT: ROLLING HILLS CITY HALL RENOVATIONS
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA

OWNER: CITY OF ROLLING HILLS

CLIENT: CITY OF ROLLING HILLS

DESIGN TEAM: PACIFIC ARCHITECTURE & ENGINEERING. INC.

ARCHITECTURAL: PACIFIC ARCH & ENG
STRUCTURAL: TBD
MECHANICAL: TBD
ELECTRICAL: TBD

ESTIMATING TEAM:

ARCH/STRUCT: RW
PLUMBING: RW
ELECTRICAL: RW
CHECKED BY: JFH

ESTIMATE LEVEL: 10% SCHEMATIC DESIGN COST ESTIMATE

ESTIMATE TYPE: OPINION OF COST

PLAN DATE: 2020-05-06, 3 PAGES

SPEC DATE: NONE

PROJECT TYPE: ADA & NON-ADA UPGRADES

PROJECT SCOPE:

THE CITY OF ROLLING HILLS IS MODERNIZING THEIR CITY HALL BUILDING WITH ADA UPGRADES

ESTIMATE BASIS:

THIS COST ESTIMATE IS DEFINED AS AN "OPINION OF COST" MEANING THAT THE COSTS REFLECTED IN THE ESTIMATE ARE THE CONSIDERED OPINION OF THE ESTIMATOR BASED ON THE CURRENT COSTS OF MATERIAL AND LABOR, UPON INFORMATION AVAILABLE IN PUBLISHED REFERENCE SOURCES, HISTORICAL COST DATA, CLIENT OR VENDOR PROVIDED COST DATA AND THE PERSONAL EXPERIENCE OF THE ESTIMATOR. THE FINAL COST OF THE PROJECT MAY VARY FROM THE ESTIMATOR'S "OPINION OF COST" BASED ON FACTORS BEYOND THE CONTROL OF THE ESTIMATOR SUCH AS, BUT NOT LIMITED TO, THE NUMBER OF GENERAL CONTRACTORS AND/OR SUBCONTRACTORS PARTICIPATING IN THE BID PROCESS; SUDDEN CHANGES IN NATIONAL AND LOCAL MARKET CONDITIONS; THE NATIONAL AND LOCAL ECONOMY; AND DECISIONS MADE BY THE CLIENT.



PACIFIC ARCH & ENG, INC.
2447 PACIFIC COAST HIGHWAY, SUITE 218
HERMOSA BEACH, CA 90254

OFFICE: 310-698-8711

DATE: 05/09/20
RHW NO: 20-06
REV: 0

COMPETITIVE BIDDING:

THE PRICES IN THIS ESTIMATE ARE BASED ON COMPETITIVE BIDDING. COMPETITIVE BIDDING IS RECEIVING RESPONSIVE BIDS FROM AT LEAST FIVE OR MORE GENERAL CONTRACTORS AND THREE OR MORE RESPONSIVE BIDS FROM MAJOR SUBCONTRACTORS OR TRADES. MAJOR SUBCONTRACTORS ARE CONCRETE, MASONRY, STRUCTURAL STEEL, FRAMING, ROOFING, MECHANICAL, PLUMBING AND ELECTRICAL SUBCONTRACTORS AND ANY OTHER MAJOR COMPONENTS OF THE PROJECT.

WITHOUT COMPETITIVE BIDDING, CONTRACTOR BIDS CAN AND HAVE RANGED FROM 25% TO 100% AND MORE OVER THE PRICES IN THIS ESTIMATE, DEPENDING ON THE SIZE OF THE JOB. WITH COMPETITIVE BIDDING, CONTRACTOR BIDS CAN RANGE AS LOW AS 25% BELOW THE PRICES IN THIS ESTIMATE BASED ON CURRENT MARKET CONDITIONS.

ESCALATION:

ESCALATION IS BASED ON 3.5% PER YEAR AND CARRIED FROM THE ESTIMATE DATE TO THE MID-POINT OF CONSTRUCTION. ONE MAJOR FACTOR IN ESCALATION IS INFLATION AND WE MAY BE IN A PERIOD WITH THE POTENTIAL FOR EXTREME INFLATIONARY PRESSURES. THERE ARE TOO MANY VARIABLES TO DETERMINE HOW ESCALATION WILL IMPACT ANY SPECIFIC PROJECT. THERE MAY ONLY BE NEGLIGIBLE IMPACT OR IT MAY BE GREATER THAN PREDICTED.

WAGE RATES:

THIS OPINION OF COST IS BASED ON MARKET WAGE-RATES & CONDITIONS AND CURRENTLY APPLICABLE PREVAILING WAGES IN LOS ANGELES COUNTY.

WORK SCOPE CHANGES:

THE USER IS CAUTIONED THAT SIGNIFICANT CHANGES IN THE SCOPE OF THE PROJECT, OR ALTERATIONS TO THE PROJECT DOCUMENTS AFTER COMPLETION OF THIS OPINION OF COST ESTIMATE CAN CAUSE MAJOR COST CHANGES. IN THIS CIRCUMSTANCE, RHWCC SHOULD BE NOTIFIED AND AN APPROPRIATE ADJUSTMENT MADE TO THIS OPINION OF COST ESTIMATE.

PHASES:

NONE

PRORATES:

AREA SF:

GSF

GENERAL CONDITIONS:	25.0%	ADA AREAS	0
DESIGN CONTINGENCY:	35.0%	NON-ADA AREAS	0
ESCALATION:	2.1%		
INSURANCE & BONDS:	1.2%		
OVERHEAD & PROFIT:	25.0%	TOTAL BUILDING AREA	0

ESCALATION:

ESCALATION (9 MONTHS TO MPC AT 3.5% P/A)

ESCALATION PER YEAR: **3.5%**

ESTIMATE DATE: **05/09/20**

START DATE: **09/01/20** CONST. LEN: **6.0** MONTHS

FINISH DATE: **03/01/21** MID-POINT: **7.0** MONTHS



PACIFIC ARCH & ENG, INC.
2447 PACIFIC COAST HIGHWAY, SUITE 218
HERMOSA BEACH, CA 90254

OFFICE: 310-698-8711

DATE:	05/09/20
RHW NO:	20-06
REV:	0

SUPPLIER PROVIDED QUOTES & OTHER CONTACTS:

NONE

GENERAL EXCLUSIONS (UNLESS OTHERWISE NOTED):

1. ARCHITECTURAL FEES, ENGINEERING FEES & OTHER SOFT COSTS.
2. THE COST OF LAND & EASEMENT ACQUISITION.
3. ASSESSMENTS, TAXES, FINANCE, LEGAL & DEVELOPMENT CHARGES.
4. COMPRESSION OF SCHEDULE & PREMIUM OR SHIFT WORK.
5. RESTRICTIONS ON THE CONTRACTOR'S WORKING HOURS.
6. BUILDER'S RISK, PROJECT WRAP-UP & OTHER OWNER PROVIDED INSURANCE PROGRAMS.
7. SUSTAINABLE DESIGN & LEED REQUIREMENTS.
8. HAZARDOUS MATERIAL HANDLING, DISPOSAL & ABATEMENT.
9. ENVIRONMENTAL IMPACT MITIGATION.
10. OWNER SUPPLIED & INSTALLED FURNITURE, FIXTURES & EQUIPMENT.
11. LOOSE FURNITURE & EQUIPMENT EXCEPT AS SPECIFICALLY IDENTIFIED.

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **PROJECT SUMMARY**

RHWCC JOB NO: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 REV: **0**

10% SCHEMATIC DESIGN COST ESTIMATE

TAB	DESCRIPTION	ADJ SF	UNIT	COST	TOTAL
	PROJECT SUMMARY				
	OPTION 1 - RESTROOMS & RECONFIGURATION	1,390	SF	\$483.04	\$ 671,420
	OPTION 2 - RESTROOMS	260	SF	\$1,033.31	\$ 268,660

SPECULATIVE BID RANGE FORECAST BASED ON CURRENT MARKET CONDITIONS AND GENERAL CONTRACTOR BIDDER PARTICIPATION LEVELS				
		%	OPTION 1	OPTION 2
1 - 2 GC BIDDERS		100%	\$ 1,342,840	\$ 537,320
2 - 3 GC BIDDERS		75%	\$ 1,174,990	\$ 470,160
3 - 4 GC BIDDERS		50%	\$ 1,007,130	\$ 402,990
4 - 5 GC BIDDERS		25%	\$ 839,280	\$ 335,830
5 - 6 GC BIDDERS		0%	\$ 671,420	\$ 268,660
6 - 7 GC BIDDERS		-5%	\$ 637,850	\$ 255,230
7 - 8 GC BIDDERS		-10%	\$ 604,280	\$ 241,800
8 - 9 GC BIDDERS		-15%	\$ 570,710	\$ 228,370
10 + GC BIDDERS		-20%	\$ 537,140	\$ 214,930
NOTE: THE BASIC CONCEPT IS THAT HISTORICALLY WITH FEWER GC BIDDERS PRICES WILL GENERALLY RISE AND WITH MORE GC BIDDERS PRICES WILL GENERALLY FALL.				

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 1 - RESTROOMS & MISC. AREAS**

RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
OPTION 1					
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	NONE
2.10	SITWORK		7.1%	17.99	25,000
2.20	DEMOLITION		8.2%	20.86	28,990
3.10	CONCRETE		5.5%	13.95	19,390
6.10	CARPENTRY		7.5%	19.05	26,480
8.10	DOORS & WINDOWS		10.9%	27.68	38,480
9.10	FINISHES		18.8%	47.68	66,280
9.50	TILE		4.4%	11.28	15,680
10.10	SPECIALTIES		2.4%	6.06	8,430
15.10	PLUMBING		10.5%	26.62	37,000
15.20	FIRE PROTECTION		1.0%	2.50	3,480
15.30	HVAC		9.9%	25.00	34,750
16.10	ELECTRICAL		13.8%	35.00	48,650
TOTAL DIRECT COST				\$253.68	\$ 352,610
PRORATES					
	GENERAL CONDITIONS	20.0%			70,530
	DESIGN CONTINGENCY	35.0%			123,420
	ESCALATION	2.1%			7,410
SUBTOTAL				\$398.54	\$ 553,970
CONTRACTOR BURDENS					
	BONDS	1.2%			6,650
	OVERHEAD & PROFIT	20.0%			110,800
OPTION 1 - TOTAL PROJECT COSTS				\$483.04	\$ 671,420

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 1 - RESTROOMS & MISC. AREAS**

RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	GENERAL CONDITIONS See Prorates Above.			0.00	-
	SUBTOTAL 1.10	\$0.00	SF		NONE
2.10	SITework Sewer Line, 4" Restore Landscaping & Hardscape (Allowance)	150 1	LF LS	100.00 10,000.00	15,000 10,000 -
	SUBTOTAL 2.10	\$17.99	SF		25,000
2.20	DEMOLITION Mass Demolition Areas (Per SF Allowance) Demo for New Restroom Concrete Demo Flooring Only (Per SF Allowance) Haul & Disposal Fees (Allowance) Sawcutting (Allowance)	1,200 224 190 1 1	SF SF SF LS LS	15.00 10.00 5.00 5,300.00 2,500.00	18,000 2,240 950 5,300 2,500 -
	SUBTOTAL 2.20	\$20.86	SF		28,990
3.10	CONCRETE New Restroom Sloping Concrete & Substrate Float & Level Previous Restroom Floor Concrete Curb, 6" Misc. Concrete Work (Allowance)	224 70 90 1	SF SF LF LS	35.00 10.00 65.00 5,000.00	7,840 700 5,850 5,000 -
	SUBTOTAL 3.10	\$13.95	SF		19,390

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 1 - RESTROOMS & MISC. AREAS**

RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
6.10	CARPENTRY				
	Rough Carpentry				
	Wood Framed Walls, 2x4	1,250	SF	10.00	12,500
	Wood Framed Walls, 2x8	200	SF	12.50	2,500
	Reframe (e) Door Openings	6	EA	500.00	3,000
	Finish Carpentry				
	Lobby Reception Desk, 10 lf	1	EA	5,000.00	5,000
Misc. Finish Carpentry (Per SF Allowance)	1,390	SF	2.50	3,480	
					-
	SUBTOTAL 6.10	\$19.05	SF		26,480
8.10	DOORS & WINDOWS				
	New Interior Doors, SC Wood, 3'x7'	13	EA	2,960.00	38,480
	Includes Frames & Standard Hardware				-
					-
	SUBTOTAL 8.10	\$27.68	SF		38,480
9.10	FINISHES				
	Wall Finishes				
	New Walls, 2x4 x 125 lf	1,250	SF	20.00	25,000
	New Walls, 2x8 x 20 lf	200	SF	25.00	5,000
	Misc. Patch & Repair (Per SF Allowance)	1,390	SF	2.50	3,480
	Walls include gypboard, sound batts & paint.				
	Flooring				
	Resilient Flooring	570	SF	10.00	5,700
	Carpet Tiles	110	SF	10.00	1,100
	Lobby Brick (Remove & Replace)	380	SF	20.00	7,600
	Vinyl Base, 4"	410	LF	7.50	3,080
	Ceilings				
	Acoustic Ceiling Tile, 2x4	1,060	SF	7.50	7,950
	Suspended Gypboard Ceiling	224	SF	15.00	3,360
Paint Gypboard Ceiling	224	SF	2.50	560	

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 1 - RESTROOMS & MISC. AREAS**

RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	Additional Painting				
	Paint/Stain Doors	13	EA	150.00	1,950
	Misc. Additional Painting (Allowance)	1	LS	1,500.00	1,500
					-
	SUBTOTAL 9.10	\$47.68	SF		66,280
9.50	TILE				
	Ceramic Tile, Floor	224	SF	25.00	5,600
	Ceramic Tile, Wainscot, 4'	336	SF	30.00	10,080
					-
	SUBTOTAL 9.50	\$11.28	SF		15,680
10.10	SPECIALTIES				
	Toilet Partitions & Accessories				
	Toilet Partition, ADA	1	EA	1,500.00	1,500
	Toilet Partition, Door & Panel	1	EA	500.00	500
	Coat Hooks	3	EA	75.00	230
	Grab Bar Sets	2	EA	350.00	700
	Mirrors	3	EA	120.00	360
	Paper Towel Dispenser & Waste Combo	2	EA	750.00	1,500
	Seat Cover Dispensers	3	EA	75.00	230
	Soap Dispensers	3	EA	75.00	230
	Toilet Paper Dispensers	3	EA	75.00	230
	General Building Specialties				
	Corner Guards	8	EA	75.00	600
	Markerboards, 6'x4'	1	EA	600.00	600
	TV Wall Mounting Bracket	1	EA	750.00	750
	Misc. General Building Specialties (Allowance)	1	LS	1,000.00	1,000
					-
	SUBTOTAL 10.10	\$6.06	SF		8,430

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 1 - RESTROOMS & MISC. AREAS**

RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
15.10	PLUMBING				
	Toilets	3	EA	2,500.00	7,500
	Urinals	1	EA	1,500.00	1,500
	Lavatories	3	EA	1,000.00	3,000
	Plumbing Rough-Ins	7	EA	3,500.00	24,500
	Sterilization & Testing	1	LS	1,000.00	500
	SUBTOTAL 15.10	\$26.62	SF		37,000
15.20	FIRE PROTECTION				
	Adjust Sprinkler Heads (Per SF Allowance)	1,390	SF	2.50	3,480
	SUBTOTAL 15.20	\$2.50	SF		3,480
15.30	HVAC				
	Reconfigure Existing HVAC (Per SF Allowance)	1,390	SF	25.00	34,750
	SUBTOTAL 15.30	\$25.00	SF		34,750
16.10	ELECTRICAL				
	Reconfigure Existing Electrical (Per SF Allowance)	1,390	SF	35.00	48,650
	SUBTOTAL 16.10	\$35.00	SF		48,650

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - RESTROOMS ONLY**

RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	OPTION 2				
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	NONE
2.10	SITWORK		0.0%	-	NONE
2.20	DEMOLITION		7.0%	35.38	9,200
3.10	CONCRETE		11.9%	60.04	15,610
6.10	CARPENTRY		4.6%	23.46	6,100
8.10	DOORS & WINDOWS		6.8%	34.15	8,880
9.10	FINISHES		12.3%	62.23	16,180
9.50	TILE		13.2%	66.81	17,370
10.10	SPECIALTIES		3.6%	18.19	4,730
15.10	PLUMBING		28.2%	142.31	37,000
15.20	FIRE PROTECTION		0.5%	2.50	650
15.30	HVAC		4.9%	25.00	6,500
16.10	ELECTRICAL		6.9%	35.00	9,100
	TOTAL DIRECT COST			\$505.08	\$ 131,320
	PRORATES				
	GENERAL CONDITIONS	25.0%			32,830
	DESIGN CONTINGENCY	35.0%			45,970
	ESCALATION	2.1%			2,760
	SUBTOTAL			\$818.77	\$ 212,880
	CONTRACTOR BURDENS				
	BONDS	1.2%			2,560
	OVERHEAD & PROFIT	25.0%			53,220
	OPTION 2 - TOTAL PROJECT COSTS			\$1,033.31	\$ 268,660

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - RESTROOMS ONLY**

RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	GENERAL CONDITIONS See Prorates Above.			0.00	-
	SUBTOTAL 1.10	\$0.00	SF		NONE
2.10	SITWORK None				-
	SUBTOTAL 2.10	\$0.00	SF		NONE
2.20	DEMOLITION				
	Mass Demolition Areas (Per SF Allowance)	260	SF	15.00	3,900
	Demo for New Restroom Concrete	260	SF	10.00	2,600
	Haul & Disposal Fees (Allowance)	1	LS	1,700.00	1,700
	Sawcutting (Allowance)	1	LS	1,000.00	1,000
					-
	SUBTOTAL 2.20	\$35.38	SF		9,200
3.10	CONCRETE				
	New Restroom Sloping Concrete & Substrate	210	SF	35.00	7,350
	Concrete Curb, 6"	104	LF	65.00	6,760
	Misc. Concrete Work (Allowance)	1	LS	1,500.00	1,500
					-
	SUBTOTAL 3.10	\$60.04	SF		15,610

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - RESTROOMS ONLY**

RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
6.10	CARPENTRY				
	Rough Carpentry				
	Wood Framed Walls, 2x4	120	SF	10.00	1,200
	Wood Framed Walls, Dbl 2x4	340	SF	12.50	4,250
	Finish Carpentry				
	Misc. Finish Carpentry (Per SF Allowance)	260	SF	2.50	650
					-
	SUBTOTAL 6.10	\$23.46	SF		6,100
8.10	DOORS & WINDOWS				
	New Interior Doors, SC Wood, 3'x7' Includes Frames & Standard Hardware	3	EA	2,960.00	8,880
					-
	SUBTOTAL 8.10	\$34.15	SF		8,880
9.10	FINISHES				
	Wall Finishes				
	New Walls, 2x4 x 12 lf	120	SF	20.00	2,400
	New Walls, Dbl 2x4 x 34 lf	340	SF	25.00	8,500
	Misc. Patch & Repair (Per SF Allowance)	260	SF	2.50	650
	Walls include gypboard, sound batts & paint.				
	Ceilings				
	Suspended Gypboard Ceiling	210	SF	15.00	3,150
	Paint Gypboard Ceiling	210	SF	2.50	530
	Additional Painting				
Paint/Stain Doors	3	EA	150.00	450	
Misc. Additional Painting (Allowance)	1	LS	500.00	500	
					-
	SUBTOTAL 9.10	\$62.23	SF		16,180

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - RESTROOMS ONLY**

RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
9.50	TILE				
	Ceramic Tile, Floor	210	SF	25.00	5,250
	Ceramic Tile, Wainscot, 4'	404	SF	30.00	12,120
					-
SUBTOTAL 9.50		\$66.81	SF		17,370
10.10	SPECIALTIES				
	Toilet Accessories				
	Coat Hooks	3	EA	75.00	230
	Grab Bar Sets	2	EA	350.00	700
	Mirrors	3	EA	120.00	360
	Paper Towel Dispenser & Waste Combo	3	EA	750.00	2,250
	Seat Cover Dispensers	3	EA	75.00	230
	Soap Dispensers	3	EA	75.00	230
	Toilet Paper Dispensers	3	EA	75.00	230
General Building Specialties					
Misc. General Building Specialties (Allowance)	1	LS	500.00	500	-
SUBTOTAL 10.10		\$18.19	SF		4,730
15.10	PLUMBING				
	Toilets	3	EA	2,500.00	7,500
	Urinals	1	EA	1,500.00	1,500
	Lavatories	3	EA	1,000.00	3,000
	Plumbing Rough-Ins	7	EA	3,500.00	24,500
	Sterilization & Testing	1	LS	500.00	500
					-
SUBTOTAL 15.10		\$142.31	SF		37,000
15.20	FIRE PROTECTION				
	Adjust Sprinkler Heads (Per SF Allowance)	260	SF	2.50	650
					-
SUBTOTAL 15.20		\$2.50	SF		650

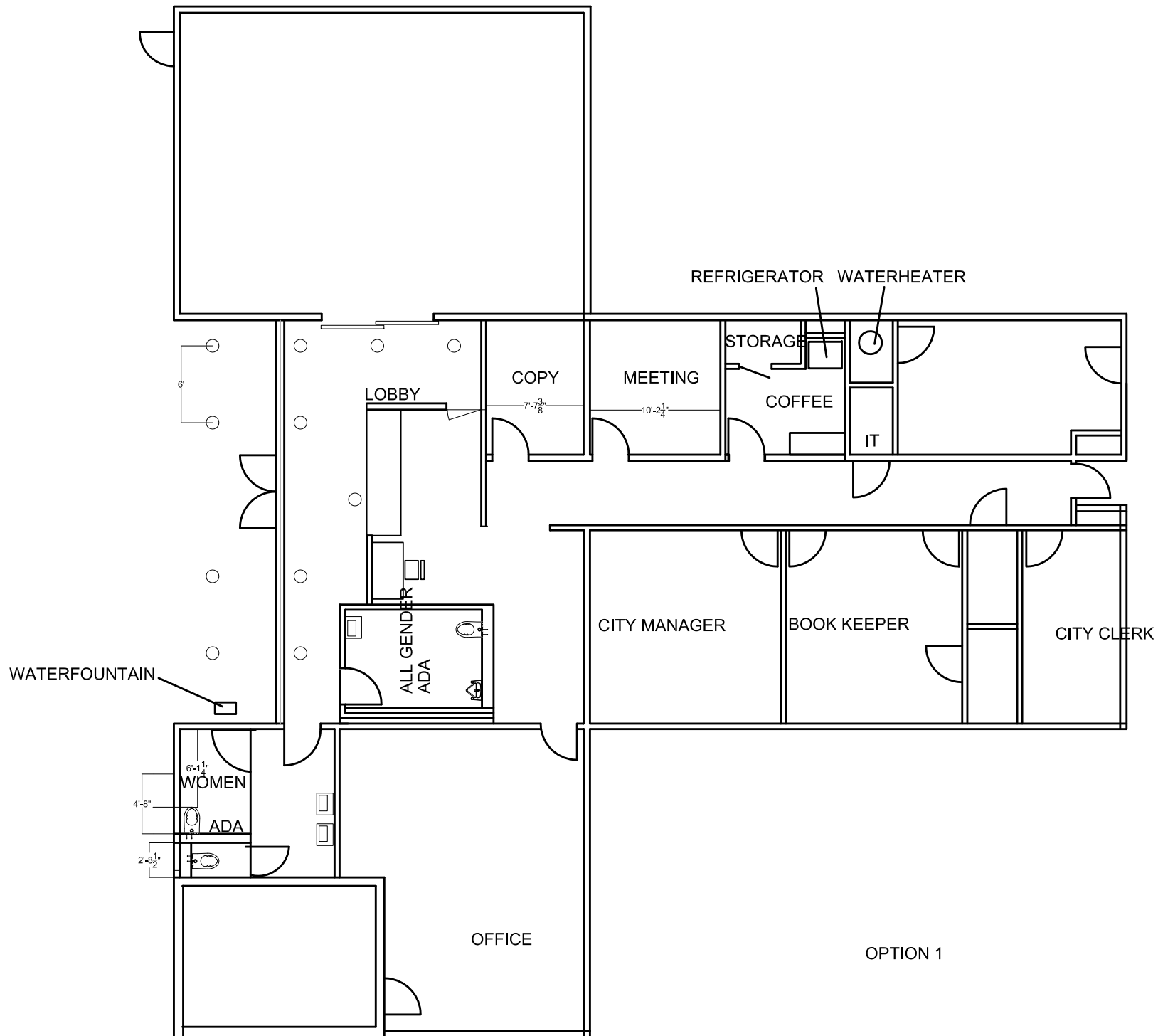
PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - RESTROOMS ONLY**

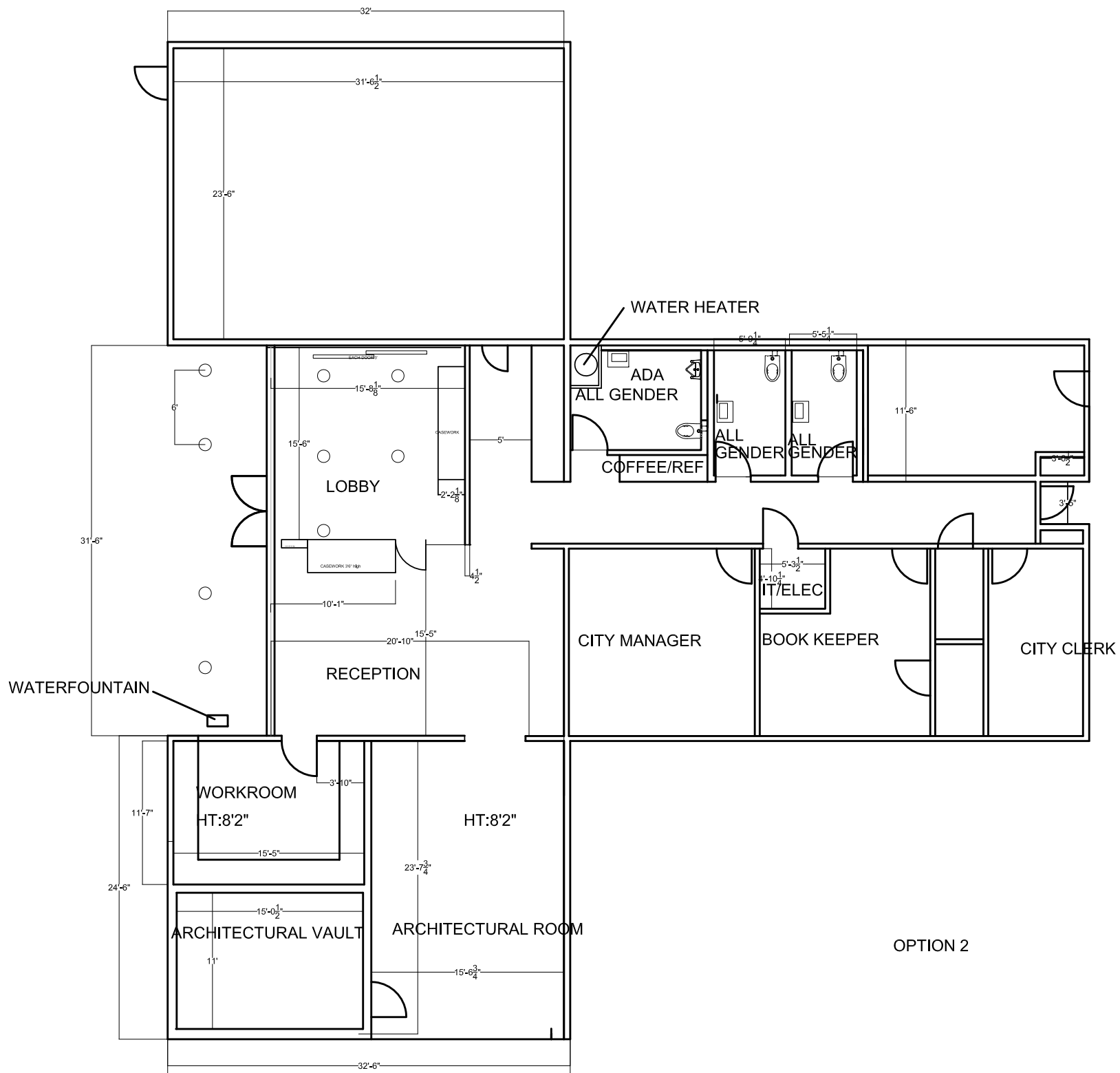
RHWCC JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/09/20**
 ADJUSTED GSF: **260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
15.30	HVAC Reconfigure Existing HVAC (Per SF Allowance)	260	SF	25.00	6,500 -
SUBTOTAL 15.30		\$25.00	SF		6,500
16.10	ELECTRICAL Reconfigure Existing Electrical (Per SF Allowance)	260	SF	35.00	9,100 -
SUBTOTAL 16.10		\$35.00	SF		9,100







City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PRESENTATION BY PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT SUPERINTENDENT ON REOPENING SCHOOLS.

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.B
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER FEE WAIVER REQUEST FOR A MIXED-USE APPLICATION AT 24 CINCHRING.

DATE: April 12, 2021

BACKGROUND:

Property owners of 24 Cinchring Road, the Nakamuras are requesting to use a previous appeal fee payment of \$3,000 submitted in August 2017 to cover their current mixed use application fee totaling \$2,250. Records show that the appeal hearing with the City Council was conducted in 2018.

DISCUSSION:

The Nakamuras are claiming that they were informed by the former Planning Director Ms. Yolanta Schwartz that their previous appeal fee of \$3,000 would be applied toward future application fees. Staff was not able to find any records showing that the City agreed to said arrangement. Additionally, staff reached out to Ms. Schwartz and Ms. Schwartz stated that she does not recall informing the applicant that the appeal fee would be applied to future applications.

The current mixed use application requires Site Plan Review, Variance and Conditional Use Permit. The total amount of the application fee is \$2,250 and was paid in full by the Nakamuras at the time the application was accepted by the City.

FISCAL IMPACT:

The applicant is requesting fee credit in the amount of \$2,250.

RECOMMENDATION:

Consider applicant's request and provide directions to staff.

ATTACHMENTS:

[Fee Waiver Request Letter.pdf](#)

Takashi & Toshiko Nakamura
24 Cinchring Rd
Rolling Hills, CA 90274

April 7, 2021

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

Dear Rolling Hills City Council,

This letter is regarding our recent mixed-use application fee for 24 Cinchring Road.

We had previously submitted an application fee in the amount of \$3,000 to the City of Rolling Hills in August 2017.

Prior to Ms. Yolanta Schwartz's retirement, she had informed us that this amount would be applied toward future application fees.

We were recently informed that Ms. Schwartz thought she refunded the \$3,000 fee back to us. However, the City office does not have record of this refund.

Although we had recently submitted a new application fee for our most recent application for the mixed-use structure, we are requesting to apply the previous \$3,000 fee collected toward this recent re-submittal.

Thank you very much for your time and consideration.

Sincerely,


Takashi & Toshiko Nakamura

RECEIVED
APR 07 2021
City of Rolling Hills
By _____



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.C
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REQUEST BY RESIDENT JUDITH HAENEL TO ALLOW RESIDENTS TO PURCHASE MEMORIAL BRICKS TO BE PLACED ON WALKING PATHS IN AND AROUND THE CITY HALL CAMPUS.

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

Resident Judith Haenel provided photographs of memorial bricks to staff and requested consideration to place similar memorial bricks on the City Hall campus.

FISCAL IMPACT:

In Ms. Haenel's proposal, the memorial bricks would be paid for by the residents. There would be no fiscal impact to the City for the fabrication and placement of the memorial bricks but there could be on-going maintenance cost funded by the City.

RECOMMENDATION:

Consider request and provide direction to staff.

ATTACHMENTS:

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**JUDITH SARA HAENEL
WILLIAM MILLER**



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.D
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: TERRY SHEA, FINANCE DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REVIEW SOLID WASTE COLLECTION SERVICE FEE INCREASE FOR FY 2021-22 AND CONSIDER SETTING PROPOSITION 218 REQUIRED PROTEST HEARING DATE.

DATE: April 12, 2021

BACKGROUND:

In March of each Fiscal Year the City's Refuse provider, Republic Services requests an annual CPI increase in its Refuse Rates. Beginning in Fiscal Year 2015-16 the City has approved the increases that have been requested but has chosen not to pass along these increases to the residents. The rate the City has been charging the residents has remained at \$1,100 per year since Fiscal Year 2015-16. For Fiscal Year 2020-21 the City is paying Republic Services \$1,293.60 per parcel and is offsetting the difference with available Net Position (Reserves) and a General Fund subsidy of \$57,527.

DISCUSSION:

For Fiscal Year 2021-22 Republic Services has requested a 3% increase in rate. The Refuse Rate for Fiscal Year 2020-21 is \$1,293.60 per parcel and a 3% increase would increase the rate to \$1,332.41 per parcel. The total cost of service, billed annually at \$1,332.41 per parcel is \$912,699. At \$1,100 per parcel, currently, the total fees collected from residents is \$753,500. If the City continues to subsidize the solid waste collection service fee, the difference between the total cost of service for FY 2020-2021 and the amount collected from residents of \$159,199 need to be paid by the General Fund and the Refuse Fund Reserves. For Fiscal Year 2020-21 we are projecting an ending Net Position of \$19,327 in the Refuse Fund.

FISCAL IMPACT:

If the service rate increase is absorbed by the City, approximately \$159,199 of General Fund will be used for the subsidy for FY 2021-2022. No fiscal impact is anticipated if the service rate increase is paid for by the residents.

-

RECOMMENDATION:

It is recommended the City Council review the Refuse Rate increase for FY 2021-2022, and decide to pass the rate increase to the residents or absorb the rate increase. If the direction is to pass the rate increase to the residents, per Proposition 218, the City will need to conduct a protest hearing prior to July 1, 2021, the effective date of the rate increase.

ATTACHMENTS:

[Fiscal Year 2021-22 Projected Refuse Subsidy.pdf](#)

**City of Rolling Hills
Projected Refuse Rates
FY 2021-22**

Fiscal Year 2020-21 Refuse Rates:

Rate Per Residence	\$ 1,293.60
Number of Residences	685
Annual Republic Charge to City	<u>\$ 886,116.00</u>

Calculated Increase for FY 2021-22:

Fiscal Year 2020-21 Refuse Rates	\$ 1,293.60
Republic Services FY 2021-22 Request (3%)	1.03
Projected Rate per Residence FY 2021-22	1,332.41
Number of Residences	685
Projected Charge to City FY 2021-22	<u>\$ 912,699.48</u>

Projected Charge to City FY 2021-22	\$ 912,699.48
Projected Charge to Residences	753,500.00
Projected City FY 2021-22 Subsidy	<u>\$ 159,199.48</u>

Projected Rate passed to Residences	\$ 1,100.00
Number of Residences	685
Projected Charge to Residences	<u>\$ 753,500.00</u>

Fiscal Year 2020-21 Projected Net Position:

Net Position of Refuse Fund 7/1/2020	\$ 107,366.00
Refuse Charges FY 2020-21	753,500.00
Construction and Demo Charges	11,050.00
Republic Service Charges FY 2020-21	(886,116.00)
General Fund Transfer to Refuse Fund	57,527.00
Refuse Fund Transfer to General Fund	(24,000.00)
Projected Net Position for 6/30/21	<u>\$ 19,327.00</u>



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.E
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WORLDWISE PRODUCTIONS LLC TO PRODUCE HOME HARDENING EDUCATIONAL VIDEOS.

DATE: April 12, 2021

BACKGROUND:

One of the goals in 2021 for the Block Captains Program is to encourage, support and educate the community on home hardening measures. Hardening the home is a proven way to mitigate wildfire impacts to residential structures.

In late 2020, the Block Captains started an education campaign on hardening homes and worked with the Los Angeles County Fire Department to provide complimentary inspections by the Forestry Division of the department to all residents of Rolling Hills. These inspections are not enforcement inspections but intended to provide guidance and expert opinions on best practices. Since the commencement of the complimentary inspections in September 2020, inspections of 34 properties in Rolling Hills have been conducted.

The Block Captains have investigated other means to encourage, support and educate the community on the importance of hardening homes.

Through research and discussions with the Los Angeles County Fire Department, the Block Captains are proposing to produce educational videos, between one minute and four minutes long, shot on location in Rolling Hills. These educational videos are intended to be timeless sources of guidance for the community on home hardening measures. Cal Water has taken a similar educational approach and produced brief educational videos that can be found on the company's website.

DISCUSSION:

The Block Captains and staff solicited proposals from two vendors: Think Marketing and WorldWide Productions LLC. Staff and a few Block Captains conducted scoping meetings with both vendors and both vendors provided proposals for consideration. There was a third vendor that was contacted but the vendor did not respond.

With assistance of a resident whose profession was in the media production industry, the proposals were evaluated by staff, the Lead Block Captains, and Block Captain Debra Shrader for meeting the scope of work, providing sufficient information on project approach including timeline, and a clear break down of the cost of the proposal. The Block Captains and staff are recommending engaging the services of WorldWise Productions LLC. to produce home hardening educational videos.

Company	Think Marketing	WorldWise Production LLC.
Cost Proposal	\$12,440 - \$13,790	\$9,550

FISCAL IMPACT:

The total production cost proposed by WorldWise Productions LLC. is \$9,550. The adopted FY 2020-2022 includes \$29,000 in Non-Department 65, in account 917 dedicated to Emergency Preparedness. There are sufficient funds in this account to engage the services of WorldWise Production LLC. to produce educational videos.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

- [PSA with Worldwise for Home Hardening Video Production Services-c1_2021-04-07_signed.pdf](#)
- [Rolling Hills Home Hardening Videos Proposal 3.18.21.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, is made and entered in the City of Rolling Hills, California on April 12, 2021 by and between the CITY OF ROLLING HILLS, a municipal corporation, hereinafter referred to as "CITY," and WORLDWISE PRODUCTION, LLC, a limited liability company, hereinafter referred to as "CONSULTANT."

RECITALS

A. CITY desires to engage CONSULTANT to produce a home hardening educational video for the public in response to wildfire risks within the community; and

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

C. CITY does not have the personnel able and available to perform the services required under this Agreement; and

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

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

1. SCOPE OF WORKS

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A and incorporated herein by reference except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The first edit of the video identified in scope of work shall be produced to CITY by May 17, 2021. The final product of the video identified in the scope of work shall be produced to CITY by May 31, 2021 (the "Deliverable").

2. CITY RESPONSIBILITIES

CITY shall provide information and documents as may be reasonably necessary to assist with the performance of the obligations by CONSULTANT under this Agreement.

3. COST

CITY agrees to pay CONSULTANT for the services required by this Agreement an amount not to exceed nine thousand five hundred and fifty dollars (\$9,550), inclusive of all expenses and travel, as set forth in Exhibit A. Any increase in the Agreement amount

or scope shall be approved by express written amendment to this Agreement executed by CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling Hills, CA 90274 on a monthly basis for the services performed in the preceding month. Each invoice shall itemize the services performed. CITY shall remit payment within thirty (30) days of receiving this invoice.

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

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

7. RECORDS

CONSULTANT must maintain the documents and communications arising from performance of its obligations under this Agreement at CONSULTANT's California office during this Agreement period and thereafter for five years from the date of final payment.

8. WARRANTIES AND LIMITATIONS

CONSULTANT represents and warrants to CITY that the Deliverable created by CONSULTANT shall be original work and shall not infringe upon the intellectual property rights of any third party. CITY represents and warrants to CONSULTANT that it has the right to use any trademark, content, or other intellectual property that has been provided by CITY to CONSULTANT for use in the Deliverable.

9. OWNERSHIP OF RECORDS

All records, data, documents, and other material prepared under this Agreement shall become the property of CITY. CONSULTANT is creating the Deliverable as a work made for hire and agrees that all intellectual property rights associated with the Deliverable, including without limitation, all copyright and associated rights, will be owned by CITY upon the payment of the fees pursuant to this Agreement. Such ownership includes, without limitation, the world wide right to display, use, distribute, stream, modify, copy, license, sub-license, merchandise, and create derivative works of the Deliverable in tangible and digital form. CONSULTANT will execute such documents as may reasonably be requested by CITY to evidence the ownership of all intellectual property rights. CITY shall not be obligated to designate or credit CONSULTANT as the

creator of the Deliverable. The Deliverable is being provided by CONSULTANT in requested digital file formats (such HD format .mov, mp4, etc.) that will be readable by software that is compatible with such formats and will not contain any proprietary software or source code of CONSULTANT. Following the delivery of the Deliverable to CITY, CONSULTANT shall not make any use of the Deliverable, provided, however, that CONSULTANT may make use of a sample of the Deliverable that has been approved by CITY in advance for display in CONSULTANT's portfolio of work to show other potential customers. At the same time as the delivery of the Deliverable, CONSULTANT shall also deliver all of the raw footage captured under this Agreement. Thereafter, CONSULTANT shall delete all copies of the Deliverable and the raw footage with the exception of the sample of the Deliverable that has been approved by the CITY in advance for display in CONSULTANT's portfolio of work to show other potential customers.

10. TERM OF AGREEMENT

This Agreement shall be valid for one (1) year upon the execution of this Agreement. Extension of the term of this Agreement shall be made in writing and agreed upon by CITY and CONSULTANT through written amendment to this Agreement.

11. TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination or, in the event no date is specified, upon the thirtieth (30th) day following delivery of notice. The termination without cause of this Agreement shall not terminate the parties' rights and obligations with respect to work and work product provided during the term of this Agreement or any extension thereof. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation or within any other time period agreed to by the parties.

12. ASSIGNABILITY

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

13. AMENDMENT

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

14. NON-SOLICITATION CLAUSE

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

15. 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 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. Should CITY in its sole discretion find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorneys' fees, experts fees, and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. 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.

16. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 15 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of \$300,000 for property damage, \$300,000 for injury to one person/single occurrence, and \$300,000 for injury to more than one person/single occurrence. If CONSULTANT or CONSULTANT's employees will use personal automobiles in any way on this project, CONSULTANT shall obtain evidence of personal automobile liability coverage for each such person and promptly provide it to CITY before such person performs work under this Agreement. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall also obtain evidence of personal automobile liability coverage for each such person and promptly provide it to CITY before such person performs work under this Agreement.

ii. General Liability insuring CITY its elected and appointed officers, employees, agents, and volunteers 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. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall insure CITY its elected and appointed officers, employees, agents, and volunteers from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from such subcontractor's actions.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall also require every subcontractor to similarly maintain Worker's Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, employees, agents, and volunteers for losses arising from work performed by CONSULTANT for CITY.

This provision shall not apply if CONSULTANT has no employees performing work under this Agreement. If CONSULTANT has no employees for the purposes of this Agreement, CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

iv. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT's operations under this Agreement, whether such operations be by CONSULTANT or by its employees 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) - (iii) shall not exceed \$5,000 per occurrence.

C. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-: VII. Each general liability and automobile liability insurance policy shall be endorsed with the language of Sections (i) – (vi) below. CONSULTANT also agrees to require all subcontractors to do likewise.

i. Additional Insured Clause. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT."

ii. Primary Insurance Clause. This policy shall be considered primary insurance as respect to CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute to this policy.

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

iv. Failure to Report to Insurer. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers

v. Waiver of Right to Subrogation Clause. CONSULTANT, and its insurer through endorsement, waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, agents, and volunteers regardless of the applicability of any insurance proceeds, and CONSULTANT agrees to have all subcontractors, and subcontractors' insurers through endorsement, to do likewise.

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

D. Notice to CITY. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. CONSULTANT also agrees to provide immediate written notice to CITY if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. CONSULTANT agrees to have all subcontractors do likewise.

E. Claims-made policies. Should any of the required insurance be provided under a claims-made form, CONSULTANT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Defense costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

G. Acknowledgment of the Minimum Amount of Coverage. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms,

CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to CITY.

H. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT's behalf upon CONSULTANT's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

I. Certificates of Insurance. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

J. Failure to Procure Insurance. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of this Agreement under which CITY may terminate this Agreement.

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

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.

Attention: City Manager, Elaine Jeng, PE

CONSULTANT:

Worldwise Productions, LLC
1829 Seasons Street

Simi Valley, CA 93065

Attention: Jinah Kim

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. 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 over the conduct of CONSULTANT or any of 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 CITY.

21. PERSONNEL

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

22. CONFIDENTIALITY

CONSULTANT in the course of its duties may have access to confidential data of CITY, CITY officers, employees, agents, or volunteers, or private individuals. CONSULTANT covenants that all data, documents, discussion, or other information received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

23. ENTIRE AGREEMENT OF THE PARTIES

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

24. GOVERNING LAW

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date of the signature of the parties below.

CITY OF ROLLING HILLS

WORLDWISE PRODUCTIONS, LLC

ELAINE JENG, CITY MANAGER



JINAH KIM

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

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

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

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

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

CONSULTANT Signature _____

Printed Name of CONSULTANT _____

Date



WORLDWISE
PRODUCTIONS

Jinah Kim
WorldWide Productions
1829 Seasons St
Simi Valley, CA 93065

March 19, 2021

Elaine Jeng
City Manager
City of Rolling Hills
2 Portuguese Bend Rd.
Rolling Hills, CA 90274

Dear Elaine,

Thank you very much for giving WorldWide Productions the opportunity to partner with your city in creating a public education video about hardening your home against wildfires. As the producer of thousands of training, educational and marketing videos for large public agencies and corporate clients nation-wide, we come with years of relevant and professional experience that will benefit your project.

Based on what we discussed, we estimate the following:

Home Hardening – Educational Video

SCOPE

- Consult with client to understand the goals of the video.
- Create a clear, informative video script with visual references.
- Schedule shoot, talent and crews.
- Shoot high-quality, professional video on-site in Rolling Hills.
- Weave voiceover, graphics and footage into an engaging video, up to 6 minutes long.
- First draft of video will be delivered to client via private website link.
- Client is entitled to one round of editing revisions of the video. *
- If revisions are requested, we will make the edits and deliver version 2 of the video. This revision request can encompass breaking the single video into smaller videos.
- Once the final videos are approved, we will send downloadable video files.





Pre-Production

1. Script writing: \$750
2. 10 hours pre-production: \$600
 - Includes pre-interviews, calls, research, scheduling, concept creation, etc.

Production

1. 1 full shooting day – (up to 10 hours from arrival to departure): \$2,350
 - a. Videographer, 4K camera package, light package, basic audio: \$1,600
 - b. Producer / Director / Script Supervisor / Talent Coach: \$750
2. Drone videography, 4K camera (FAA licensed): \$850

Post-Production

1. Voiceover service: \$350
2. 3 days video editing: \$2,850
3. Copyright-free music: \$250
4. Custom video graphics package, with city branding, font, colors, style: \$1,500
5. Closed captioning: \$50

Total production estimate: \$9,550

The shoot includes: On-camera direction and coaching. HD camera package, all necessary gear, basic lights and audio. Professional and experienced production crew. Light hair & makeup. Full day is 10 hours from arrival to departure.

The edit includes: Ingesting of all raw footage into digital files, color correction, audio mixing, graphics incorporation.

The first edit will be delivered to client online for review. The link to the video can be emailed to as many stakeholders as needed.

*The client is then entitled to one editing revision of the video, free of charge. This complimentary edit does not apply to script and content that were approved prior to production, or to any changes that would be considered out-of-scope of the original project parameters. Those, and additional revisions will be billed at \$150 per hour. Once the videos are approved and finalized, the client receives the final products on a computer-and-web-friendly HD format (.mov, mp4, etc..).





WORLDWISE
PRODUCTIONS

Sincerely,

Jinah Kim
Principal & Executive Producer
WorldWise Productions
Jinah@WWPVideo.com
(877) WWP-Video x701 (direct)
www.WWPVideo.com





Jinah Kim
WorldWide Productions
1829 Seasons St
Simi Valley, CA 93065

March 19, 2021

Elaine Jeng
City Manager
City of Rolling Hills
2 Portuguese Bend Rd.
Rolling Hills, CA 90274

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Overtime beyond 10 hours for the shoots will be billed at time-and-a-half per crew member.

Upon request, WWP will give client all the raw footage. However, all project files remain the property of WorldWide Productions, unless otherwise agreed-upon. Client must provide the hard drive and shipping costs.

Once this proposal is accepted and finalized, client will be responsible for an up-front retainer of 50% of the estimated cost of the selected project immediately. The remainder of the fee shall be paid upon delivery of the final product.

Client agrees that all provided and/or taped material is or will be legally approved for agreed upon use and agrees to be fully responsible for any copyright and usage issues, thereby releasing any and all liability from WorldWide Productions.

Client shall own all copyright rights in the works, including without limitation the right to make and distribute copies and to create derivative works. Client agrees to allow WorldWide Productions to use the final product for demonstration and resume purposes.

Upon acceptance of the proposal, please sign. Mail a check for the 50% retainer to:

WorldWide Productions
1829 Seasons St.
Simi Valley, CA 93065

Client accepts this proposal and grants permission to proceed with project(s):

_____ Date
_____ Signature
_____ Print Name

Sincerely,

Jinah Kim
Principal & Executive Producer
WorldWide Productions
Jinah@WWPVideo.com
(877) WWP-Video x701 (direct)
www.WWPVideo.com





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.F
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS FOR ASSISTANCE WITH FEMA/CAL-OES GRANT APPLICATIONS.

DATE: April 12, 2021

BACKGROUND:

MNS Engineers (MNS) provided professional services to prepare FEMA/CalOES grant applications and responded to additional information requests, beyond the contract scope, months after grant applications were submitted. MNS provided assistance when staff needed to respond to the grantor's quick turn-around deadlines and helped re-establish records that the City were missing. The contract was never properly amended to cover the additional scope of work when MNS exceeded their approved budget. The City and the MNS now wish enter into a new Agreement to memorialize the services in excess of the scope of work identified in the 2019 Agreement, see Exhibit A for additional scope of work.

DISCUSSION:

Through numerous discussions with MNS and thorough review of invoices and service hours provided beyond the approved contract agreement, staff was able to reconcile, confirm and justify the additional requests for payment on services rendered. It was concluded that services not billed for additional scope of work amounts to \$18,782.23.

FISCAL IMPACT:

The outstanding fee of \$18,782.23 includes the cost for the services and all expenses, travel and mileage, attendance at meetings and reimbursable expenses.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[Professional Services Agreement - MNS.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of April 2021 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and MNS Engineer, Inc., a corporation with main office at 3350 Shelby Street, Suite 370, Ontario, 91764, California (hereinafter the "CONSULTANT").

1. RECITALS:

A. On March 14, 2019, the CITY and CONSULTANT entered into an agreement whereby CONSULTANT was hired to write, develop, and submit full grant sub-applications DR-4382-0172, DR-4382-0177, and DR-4382-0175 (the "2019 Agreement"). CONSULTANT performed services in excess of the scope of work in the 2019 Agreement. The 2019 Agreement expired on March 14, 2020.

B. CONSULTANT was determined to be well qualified by reason of education, training, and experience to perform such services.

C. CITY and CONSULTANT now wish to enter into this Agreement to memorialize the services in excess of the scope of work identified in the 2019 Agreement.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY engaged CONSULTANT and CONSULTANT performed the Services set forth in this Agreement.

2. SCOPE OF WORK

CONSULTANT performed services for the CITY highlighted in grey (Column C) and red (Column E) as set forth in Exhibit A, which is attached to this Agreement and incorporated herein by reference (the "Services"), from March 1, 2019 to October 31, 2019.

3. COST

The CITY agrees to pay CONSULTANT for the Services an amount not to exceed \$18,782.23. This fee includes the cost for the Services and all expenses, travel and mileage, attendance at meetings, and reimbursable expenses.

4. METHOD OF PAYMENT

Upon full execution of this Agreement, CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling Hills, CA 90274. CITY shall remit payment for the Services within fourteen (14 days) of receiving this invoice.

5. SUBCONTRACTING

CONSULTANT warrants that it did not employ any independent subcontractors to assist CONSULTANT with the performance of the Services without CITY's prior written approval.

6. COMPLIANCE WITH LAW

All Services rendered under this Agreement were provided in accordance with the requirements of relevant local, state, and federal laws.

7. ACCOUNTING RECORDS

CONSULTANT shall maintain accounting records and other evidence pertaining to costs incurred for the Services under this Agreement. Records and documents shall be kept available at the CONSULTANT's Ontario office for five years from the date of final payment.

8. OWNERSHIP OF DATA

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

9. ASSIGNABILITY

CONSULTANT warrants that it did not assign or transfer any interest in this Agreement without the prior written consent of CITY.

10. NON-SOLICITATION CLAUSE

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

11. INDEMNITY

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

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

C. If CONSULTANT subcontracted any portion of the Services to be performed under this Agreement, CONSULTANT warrants that it required each subcontractor to indemnify, hold harmless, and defend CITY and each of its officers, officials, employees, agents, and volunteers in accordance with paragraph A for such subcontractor's fault or negligence in connection with this Agreement.

D. Survival. The obligations established by this section will survive termination of this Agreement.

12. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 11 - Indemnity, CONSULTANT warrants that it obtained and maintained policies of insurance required under this section while providing the Services under this Agreement. The insurance covered CONSULTANT, its agents, representatives, and employees in connection with the performance of the Services under this Agreement. Insurance policies included coverage for the following:

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

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

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

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

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

C. Endorsements. Each automobile liability insurance policy and public liability and property damage insurance policy shall be endorsed with the language of Sections (i) – (ii) below.

(i) Additional Insured Clause. The CITY, its elected or appointed officers, and employees, shall be named as additional insureds.

(ii) Primary Insurance Clause. The insurance required by subparagraphs A(i) and (ii) shall be primary and not excess coverage.

D. Evidence of Insurance. CONSULTANT shall furnish to CITY, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California. All required insurance policies are subject to the approval of the City Attorney.

13. ENFORCEMENT OF AGREEMENT

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

14. CONFLICTS OF INTEREST

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

15. INDEPENDENT CONTRACTOR

The CONSULTANT was and at all times remains as to the CITY a wholly independent contractor. Neither the CITY nor any of its agents had control over the conduct of the CONSULTANT or any of the CONSULTANT's employees in the performance of the Services, except as herein set forth. The CONSULTANT did not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

16. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made

by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

17. NOTICE

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

CITY: Elaine Jeng, PE, City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.

CONSULTANT: Greg Jaquez, PE
MNS Engineers, Inc.
3350 Shelby Street, Suite 370
Ontario, CA 91764

18. GOVERNING LAW

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

19. 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 under the 2019 Agreement and this Agreement. 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 and/or work performed under the 2019 Agreement and this Agreement; 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written below.

CITY OF ROLLING HILLS

MNS ENGINEERING, INC.

ELAINE JENG, City Manager

JAMES SALVITO, President & CEO

DATE: _____

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
SCOPE OF WORK



3350 Shelby Street, Ste. 370 / Ontario, CA 91764
323.484.5737 Direct 323.797.1498 Mobile

March 22, 2021

Submitted via email

Ms. Elaine Jeng
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Dear Ms. Jeng,

**MNS Engineers Additional Scope of Work
City of Rolling Hills HMG 2019 Application to CAL-OES and FEMA**

In accordance with our discussions and as requested by Ms. Meredith Elguira, I am providing as follows a description of the scope of work MNS performed and the resulting project descriptions for alternative fuel break locations. The original scope was based on locations identified by the City as project locations to construct wildfire fuel breaks. Upon initial investigation the originally proposed fuel break locations were determined to be infeasible from both the standpoints of functionality and constructability. New locations for fuel breaks needed to be identified and project concepts needed to be developed which was work outside the original scope of work. Locations ultimately identified were along Crest Road west of the Los Angeles Count Fire Station and along Portuguese Bend Road in the vicinity of 52 Portuguese Bend Road. Scope of Work tasks associated with this work which will be the subject of a new contract are as follows:

Tasks

1. Identify potential alternative fuel break project locations through desktop review exercise.
2. Coordinate review of potential fuel break project locations with City staff for approval.
3. Field investigate potential alternative fuel break project locations to determine general feasibility.
4. Perform desktop analysis of topography for grading requirements.
5. Prepare project plan exhibits.
6. Prepare engineer's estimate of probable cost.

If you have any questions, please contact me at (323) 484-5737 or gjaquez@mnsengineers.com.

Sincerely,

MNS Engineers, Inc.

A handwritten signature in black ink that reads 'Gregory Jaquez'.

Greg Jaquez, PE
Principal Project Manager
Government Services Division

GAJ

mnsengineers.com

TRANSPORTATION / WATER RESOURCES / GOVERNMENT SERVICES / FEDERAL

PROJECT DETAIL - Grant Applications for FEMA Hazard Mitigation Grant - Vegetative Management/Fuel Break/Erosion Control Project, Community Wildfire Prevention Plan, Eastfield Drive Electrical Utility Underrounding Project

Tuesday, February 16, 2021

MNS Engineers, Inc.

Transactions for 3/1/2019 through 10/31/2019

Estimate Overhead	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing				
Project Number: CIROH.190066.00 CAL-OES Grant Request										
Level2 Number: TASK01 Project Management										
Labor										
GEN100 F 1321 Jaquez, Gregory 3/19/2019	2.00		2.00	121.40	121.40	450.00	450.00			
Kickoff meeting with City staff.										
GEN100 F 1321 Jaquez, Gregory 4/1/2019	.50		.50	30.35	30.35	100.00	100.00			
Guidance for conceptual PE for fire breaks.										
GEN100 F 1321 Jaquez, Gregory 4/8/2019	1.50		1.50	91.05	91.05	300.00	300.00			
Review and propose new fire break locations with Y. Schwartz.										
GEN100 F 1321 Jaquez, Gregory 4/15/2019	1.50		1.50	91.05	91.05	300.00			300.00	
Eastfield staging area exhibit. Coordination on cost narratives.										
GEN100 F 1321 Jaquez, Gregory 4/16/2019	.50		.50	30.35	30.35	100.00	100.00			
Project coordination and logistics review with grant writer.										
Total for 1321	6.00		6.00	364.20	364.20	1,250.00				
ADM165 X 1344 Palmquist, Linda 4/8/2019	6.00		6.00	360.00	360.00	810.00			810.00	
BCA tool training										
ADM105 X 1373 Lombardi, Emma 4/15/2019	.50		.50	12.08	12.08	55.00			55.00	
Supply Order for Proposal										
ADM105 X 1373 Lombardi, Emma 4/16/2019	1.00		1.00	24.15	24.15	110.00			110.00	
Labels for Proposal										
ADM105 X 1373 Lombardi, Emma 5/2/2019	.50		.50	12.08	12.08	55.00			55.00	
Fedex for MKillen										
Total for 1373	2.00		2.00	48.31	48.31	1,030.00				
Total for Labor	14.00		14.00	772.51	772.51	2,280.00				
Total for Overhead (Estimated)					1,479.07					
Total for Labor and Overhead	14.00		14.00	772.51	2,251.58	2,280.00				
Expenses										
Reimbursable Expenses										
5101.00 Reimb. General & Project Expenses										
X EX 8991 4/15/2019 / Lombardi, Emma / AMAZON.COM LLC					97.94	112.63			112.63	
X EX 8991 4/15/2019 / Lombardi, Emma / AMAZON.COM LLC					21.08	24.24			24.24	
X AP 35174 4/25/2019 / FedEx / City of Rolling Hills-Planning Dir/Schwartz - Palos Verdes Penin CA					8.56	9.84			9.84	
X AP 35505 5/31/2019 / FedEx / CA Governors Office of Emergen/ShafeelK - Mather CA					14.44	16.61			16.61	
X AP 35505 5/31/2019 / FedEx / City of Rolling Hills/YolandaS - Rolling Hills CA					7.80	8.97			8.97	
X AP 35505 5/31/2019 / FedEx / Merchandise/Killen - West Covina CA					6.55	7.53			7.53	
Total for 5101.00					156.37	179.82				
Total for Reimbursable Expenses					156.37	179.82				
Total for Expenses					156.37	179.82				
Total for TASK01	14.00		14.00	772.51	2,407.95	2,459.82				
Level2 Number: TASK02 Data Collection										
Labor										
MUN135 F 1321 Jaquez, Gregory 3/19/2019	.50		.50	30.35	30.35	112.50	112.50			
Follow up with information request for plans, maps. Arrangements for subconsultant.										
MUN135 F 1321 Jaquez, Gregory 3/26/2019	1.00		1.00	60.70	60.70	225.00	225.00			
Location ID and maps.										
Total for 1321	1.50		1.50	91.05	91.05	337.50				
MUN135 F 1344 Palmquist, Linda 4/9/2019	1.25		1.25	75.00	75.00	168.75	168.75			
Prepare rolling hills bca										
MUN135 F 1344 Palmquist, Linda 4/10/2019	2.00		2.00	120.00	120.00	270.00	270.00			
Prepare rolling hills bca										
MUN135 F 1344 Palmquist, Linda 4/11/2019	2.75		2.75	165.00	165.00	371.25	371.25			
Prepare rolling hills bca										
MUN135 F 1344 Palmquist, Linda 4/12/2019	2.25		2.25	135.00	135.00	303.75	303.75			
Prepare rolling hills bca										
MUN135 F 1344 Palmquist, Linda 4/15/2019	2.00		2.00	120.00	120.00	270.00	270.00			
Prepare rolling hills bca										
Total for 1344	10.25		10.25	615.00	615.00	1,383.75				
GEN110 F 1465 Killen, Monica 3/19/2019	3.00		3.00	138.00	138.00	480.00	480.00			
Project Kick-Off with Rolling Hills										
Total for Labor	14.75		14.75	844.05	844.05	2,201.25				
Total for Overhead (Estimated)					1,616.04					
Total for Labor and Overhead	14.75		14.75	844.05	2,460.09	2,201.25				
Total for TASK02	14.75		14.75	844.05	2,460.09	2,201.25				
Level2 Number: TASK03 Draft Grant Applications										
Labor										
GEN120 F 1078 Yankee, Kent 4/2/2019	2.00		2.00	108.66	108.66	350.00	350.00			
Meeting with GJ regarding fire break exhibits and scope of work desired. Go over maps and profiles. Review information prior to meeting to ask										
GEN120 F 1078 Yankee, Kent 4/3/2019	1.00		1.00	54.33	54.33	175.00	175.00			
Create images of locations discussed with GJ. Create folder structure and current aerials for performance of work.										
GEN120 F 1078 Yankee, Kent 4/5/2019	3.00		3.00	162.99	162.99	525.00	525.00			
Research for fire break standards. Get scope of what need to do organized to assign MGH.										
GEN120 F 1078 Yankee, Kent 4/8/2019	1.50		1.50	81.50	81.50	262.50	262.50			
Meeting with GJ and Yolanta Schwartz regarding desires of fire breaks and their locations. Determine some locations and go over intent and										
GEN120 F 1078 Yankee, Kent 4/9/2019	1.00		1.00	54.33	54.33	175.00			175.00	
Give further direction and then provide substantial redline comments to exhibit.										
GEN120 F 1078 Yankee, Kent 4/10/2019	1.00		1.00	54.33	54.33	175.00			175.00	
Review exhibits and provide redline edits to MGH and submit to GJ after corrections.										
GEN120 F 1078 Yankee, Kent 4/11/2019	1.00		1.00	54.33	54.33	175.00			175.00	
Review estimate with MGH and give direction and then submit to GJ for his use.										
GEN120 F 1078 Yankee, Kent 4/16/2019	1.00		1.00	54.33	54.33	175.00			175.00	
Review request from GJ to provide cost estimate in format needed for submission which is new information than originally requested. Determine										
Total for 1078	11.50		11.50	624.80	624.80	2,012.50				
GEN120 F 1314 Haeefe, Matthew 4/5/2019	3.00		3.00	93.00	93.00	375.00	375.00			
Worked on creation of an exhibit showing the fire breaks and surrounding location.										
GEN120 F 1314 Haeefe, Matthew 4/8/2019	4.00		4.00	124.00	124.00	500.00	500.00			
Finished with the fire break exhibit drawings.										
GEN120 F 1314 Haeefe, Matthew 4/9/2019	4.00		4.00	124.00	124.00	500.00			500.00	
Worked on creation of updated exhibits for the Fire Breaks.										
GEN120 F 1314 Haeefe, Matthew 4/10/2019	4.00		4.00	124.00	124.00	500.00			500.00	
Finished updates to the exhibits and added additional details. Created PDFs for submission to the City.										
GEN120 F 1314 Haeefe, Matthew 4/11/2019	3.00		3.00	93.00	93.00	375.00			375.00	
Created a cost estimate and updated some small corrections on the exhibits.										
GEN120 F 1314 Haeefe, Matthew 4/16/2019	6.50		6.50	201.50	201.50	812.50			812.50	
Made an updated cost estimate on the proper cost estimate form.										
GEN120 X 1314 Haeefe, Matthew 5/28/2019	.50		.50	15.50	15.50	62.50				62.50
Investigated a request made by Greg regarding relabeling all the "fire breaks" as "fuel breaks".										
Total for 1314	25.00		25.00	775.00	775.00	3,125.00				

<i>Estimate Overhead</i>				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing				
MUN135	F	1321	Jaquez, Gregory	4/17/2019	3.00		3.00	182.10	182.10	600.00		600.00	
Cost estimates, schedules, and cost narrative.													
MUN135	F	1321	Jaquez, Gregory	4/18/2019	3.00		3.00	182.10	182.10	600.00		600.00	
Schedule and cost narrative. NEPA checklist.													
Total for 1321					6.00	6.00	364.20	364.20	1,200.00				
MUN135	F	1344	Palmquist, Linda	4/16/2019	5.50		5.50	330.00	330.00	742.50		742.50	
Prepare rolling hills bca													
MUN135	F	1344	Palmquist, Linda	4/17/2019	4.00		4.00	240.00	240.00	540.00		540.00	
Prepare rolling hills bca													
Total for 1344					9.50	9.50	570.00	570.00	1,282.50				
MUN135	* F	1465	Killen, Monica	3/20/2019	.50		.50	23.00	23.00	80.00	80.00		
Follow up with City of Rolling Hills with document collection.													
MUN135	* F	1465	Killen, Monica	3/25/2019	1.50		1.50	69.00	69.00	240.00	240.00		
Communication with Rolling Hills for additional info and upload Rolling Hills photo for grant applications.													
MUN135	* F	1465	Killen, Monica	3/26/2019	3.50		3.50	161.00	161.00	560.00	560.00		
Review Rolling Hills Documents and Upload to Dropbox.													
MUN135	* F	1465	Killen, Monica	3/27/2019	4.00		4.00	184.00	184.00	640.00	640.00		
Preparation of draft grant applications, assign task to Candice.													
MUN135	* F	1465	Killen, Monica	3/28/2019	4.00		4.00	184.00	184.00	640.00	640.00		
Call with Rolling Hills and review of Rolling Hills documents, assignment of grant application to Candice and start on draft grant application.													
MUN135	* F	1465	Killen, Monica	3/29/2019	3.50		3.50	161.00	161.00	560.00	560.00		
Work on draft Rolling Hills Application and reach out to Rolling Hills for additional information.													
MUN135	F	1465	Killen, Monica	4/16/2019	7.50		7.50	345.00	345.00	1,200.00		1200.00	
Work on CalOES applications													
GEN105	F	1465	Killen, Monica	4/18/2019	3.00		3.00	138.00	138.00	480.00		480.00	
Travel to and from Rolling Hills to pick up signed documents for grant applications.													
GEN120	X	1465	Killen, Monica	4/4/2019	5.00		5.00	230.00	230.00	800.00		800.00	
Work on Rolling Hills Draft Grant Applications and review narrative.													
GEN120	X	1465	Killen, Monica	4/5/2019	6.00		6.00	276.00	276.00	960.00		960.00	
Work on grant													
GEN120	X	1465	Killen, Monica	4/8/2019	3.50		3.50	161.00	161.00	560.00		560.00	
Work on Rolling Hills Draft Applications.													
GEN120	X	1465	Killen, Monica	4/9/2019	3.50		3.50	161.00	161.00	560.00		560.00	
Work on draft applications for Rolling Hills.													
GEN120	X	1465	Killen, Monica	4/11/2019	4.00		4.00	184.00	184.00	640.00		640.00	
Work on Draft applications, call with Linda, gather information for BCA reports.													
GEN120	X	1465	Killen, Monica	4/12/2019	7.50		7.50	345.00	345.00	1,200.00		1200.00	
Work on draft Rolling Hills applications, communi													
GEN120	X	1465	Killen, Monica	4/15/2019	5.50		5.50	253.00	253.00	880.00		880.00	
Work Rolling Hills Applications and communicate with Rolling Hill City Staff.													
MUN135	X	1465	Killen, Monica	4/17/2019	8.00		8.00	368.00	368.00	1,280.00		1280.00	
Work on CalOES applications													
MUN135	X	1465	Killen, Monica	4/18/2019	5.00		5.00	230.00	230.00	800.00		800.00	
Work on CalOES applications													
MUN135	X	1465	Killen, Monica	4/19/2019	8.00		8.00	368.00	368.00	1,280.00		1280.00	
Work on CalOES applications													
Total for 1465					83.50	83.50	3,841.00	3,841.00	13,360.00				
MUN135	F	RANK	Rankin, Candice	3/31/2019	11.50		11.50			1,840.00		1840.00	
MUN135	F	RANK	Rankin, Candice	4/30/2019	4.75		4.75			760.00		760.00	
Total for RANK					16.25	16.25				2,600.00			
Total for Labor					151.75	151.75	6,175.00	6,175.00	23,580.00				
Total for Overhead (Estimated)									11,822.82				
Total for Labor and Overhead					151.75	151.75	6,175.00	17,997.82	23,580.00				
Expenses													
Direct Expenses													
6005.00 Direct Consultants													
F	AP	35280	5/13/2019	/ Candice Rankin / Services from 3/1/19 - 3/31/19				118.75	118.75			118.75	
F	AP	35281	5/13/2019	/ Candice Rankin / Services from 4/1/19 - 4/30/19				287.50	287.50			287.50	
Total for 6005.00								406.25	406.25				
Total for Direct Expenses								406.25	406.25				
Total for Expenses								406.25	406.25				
Total for TASK03					151.75	151.75	6,175.00	18,404.07	23,986.25				
Level2 Number: TASK04 Revisions, QA/QC, Submittal													
Labor													
MUN135	F	1321	Jaquez, Gregory	4/16/2019	2.00		2.00	121.40	121.40	400.00		400.00	
QA/QC subapplication materials.													
MUN135	F	1321	Jaquez, Gregory	4/19/2019	8.00		8.00	485.60	485.60	1,600.00		1600.00	
Final QA/QC, assembly and submittal.													
Total for 1321					10.00	10.00	607.00	607.00	2,000.00				
MUN135	F	1344	Palmquist, Linda	4/17/2019	4.00		4.00	240.00	240.00	540.00		540.00	
Prepare rolling hills bca													
Total for Labor					14.00	14.00	847.00	847.00	2,540.00				
Total for Overhead (Estimated)									1,621.69				
Total for Labor and Overhead					14.00	14.00	847.00	2,468.69	2,540.00				
Expenses													
Direct Expenses													
6115.00 Direct Other Expenses													
F	EX	8754	4/18/2019	/ Killen, Monica / Mileage				61.48	61.48			61.48	
Reimbursable Expenses													
5101.00 Reimb. General & Project Expenses													
X	EX	8845	4/19/2019	/ Jaquez, Gregory / FEDEXOFFICE 00000828 800-4633339 TX				34.96	40.20			40.20	
X	EX	8845	4/19/2019	/ Jaquez, Gregory / FEDEXOFFICE 00000828 800-4633339 TX				67.48	77.60			77.60	
X	EX	8845	4/19/2019	/ Jaquez, Gregory / FEDEXOFFICE 00000828 800-4633339 TX				55.17	63.45			63.45	
X	EX	8845	4/19/2019	/ Jaquez, Gregory / FEDEXOFFICE 00000828 800-4633339 TX				64.27	73.91			73.91	
X	EX	9132	4/22/2019	/ Jaquez, Gregory / FEDEX OFFIC31900031955 WEST COVINA				39.72	45.68			45.68	
X	EX	9132	4/22/2019	/ Jaquez, Gregory / FEDEX OFFIC31900031955 WEST COVINA				2.28	2.62			2.62	
X	EX	9132	4/22/2019	/ Jaquez, Gregory / FEDEX OFFIC31900031955 WEST COVINA				5.13	5.90			5.90	
X	EX	9132	4/22/2019	/ Jaquez, Gregory / FEDEX OFFIC31900031955 WEST COVINA				9.11	10.48			10.48	
Total for 5101.00								278.12	319.84				
Total for Reimbursable Expenses								278.12	319.84				
Total for Expenses								339.60	381.32				
Total for TASK04					14.00	14.00	847.00	2,808.29	2,921.32				
Level2 Number: TASK05 Post Deadline Edits													
Labor													
GEN100	X	1321	Jaquez, Gregory	5/20/2019	.25		.25	15.18	15.18	50.00		50.00	
Coordinate with staff on Veg Mgmt/Fuel Break subapplication edits requested by OES.													
MUN135	X	1321	Jaquez, Gregory	5/21/2019	2.00		2.00	121.40	121.40	400.00		400.00	
Prepare edits to Veg. Fuel Breaks Subapp.													
MUN135	X	1321	Jaquez, Gregory	6/4/2019	1.00		1.00	60.70	60.70	200.00		200.00	
Research Vulnerable Infrastructure cost estimation.													
GEN100	X	1321	Jaquez, Gregory	6/4/2019	1.00		1.00	60.70	60.70	200.00		200.00	
Team discussion on response for Vulnerable Infrastructure estimates and revised BCA.													
MUN135	X	1321	Jaquez, Gregory	6/6/2019	3.25		3.25	197.28	197.28	650.00		650.00	
Revised writeup for Vulnerable Infrastructure.													
MUN135	X	1321	Jaquez, Gregory	6/7/2019	3.00		3.00	182.10	182.10	600.00		600.00	
Prepare revised Vulnerable Infrastructure document.													
GEN100	X	1321	Jaquez, Gregory	8/1/2019	.50		.50	31.82	31.82	100.00		100.00	

Estimate Overhead				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing						
Respond to requests from OES.															
MUN135	X	1321	Jaquez, Gregory	10/3/2019	.50		.50	31.82	31.82	100.00			100.00		
Eastfield undergrouding BCA explanation to OES.															
Total for 1321					11.50		11.50	701.00	701.00	2,300.00					
MUN135	X	1344	Palmquist, Linda	5/20/2019	.50		.50	30.00	30.00	67.50			67.50		
Review of state comments for BCA															
MUN135	X	1344	Palmquist, Linda	6/3/2019	1.00		1.00	60.00	60.00	135.00			135.00		
Prepare required changes															
MUN135	X	1344	Palmquist, Linda	6/5/2019	4.25		4.25	255.00	255.00	573.75			573.75		
Prepare required changes															
MUN135	X	1344	Palmquist, Linda	6/6/2019	1.75		1.75	105.00	105.00	236.25			236.25		
Prepare required changes															
MUN135	X	1344	Palmquist, Linda	6/7/2019	3.00		3.00	180.00	180.00	405.00			405.00		
Prepare required changes															
MUN135	X	1344	Palmquist, Linda	7/29/2019	.50		.50	30.50	30.50	67.50			67.50		
Talk with OES and send attachments															
MUN135	X	1344	Palmquist, Linda	8/1/2019	.50		.50	30.50	30.50	67.50			67.50		
Conference call and sending files															
GEN100	X	1344	Palmquist, Linda	10/3/2019	1.00		1.00	61.00	61.00	135.00			135.00		
Follow up on FEMA questions															
Total for 1344					12.50		12.50	752.00	752.00	1,687.50					
ADM105	X	1465	Killen, Monica	4/22/2019	2.00		2.00	92.00	92.00	320.00			320.00		
Phone and Email Follow up with City of Rolling Hills regarding docs for CalOES application															
ADM105	X	1465	Killen, Monica	4/23/2019	2.00		2.00	92.00	92.00	320.00			320.00		
Phone and Email Follow up with City of Rolling Hills regarding post-submission docs for CalOES application															
ADM105	X	1465	Killen, Monica	4/24/2019	3.00		3.00	138.00	138.00	480.00			480.00		
Phone and Email Follow up with City of Rolling Hills regarding docs for CalOES application. Assemble and ship Rolling Hills information materials via															
ADM105	X	1465	Killen, Monica	4/30/2019	.50		.50	23.00	23.00	80.00			80.00		
Follow up with CalOES regarding post-submission requests.															
ADM125	X	1465	Killen, Monica	5/2/2019	3.50		3.50	161.00	161.00	560.00			560.00		
Purchase USB drives to respond to CAL-OES request, copy files, communicate with City of Rolling Hills regarding shipment and deliver to FedEx															
GEN120	X	1465	Killen, Monica	5/16/2019	.25		.25	11.50	11.50	40.00			40.00		
Received notification from Yolanta in Rolling Hills about additional information needed for Fuel Break Application. Provided response and forwarded															
ADM120	X	1465	Killen, Monica	5/20/2019	1.50		1.50	69.00	69.00	240.00			240.00		
Call with Greg to discuss revisions to CalOES grant and make changes to specified items as requested by CalOES.															
GEN120	X	1465	Killen, Monica	5/21/2019	.50		.50	23.00	23.00	80.00			80.00		
Call with Shafeel at CalOES to get clarification regarding email.															
GEN120	X	1465	Killen, Monica	5/24/2019	1.00		1.00	46.00	46.00	160.00			160.00		
Submit Post Deadline Edits to CalOES. Follow up with City of Rolling Hills.															
GEN120	X	1465	Killen, Monica	5/29/2019	.25		.25	11.50	11.50	40.00			40.00		
Respond to CalOES regarding their request for additional updates to BCA report.															
ADM125	X	1465	Killen, Monica	6/4/2019	1.25		1.25	57.50	57.50	200.00			200.00		
Emails to CalOES and call with Greg and Linda to discuss BCA report revisions.															
ADM125	X	1465	Killen, Monica	6/5/2019	3.50		3.50	161.00	161.00	560.00			560.00		
Call with Greg, email review and follow up.															
ADM125	X	1465	Killen, Monica	6/6/2019	1.00		1.00	46.00	46.00	160.00			160.00		
Update Maintenance letter and SOW. Send Maintenance Letter to City of Rolling Hills for format and final signature.															
ADM125	X	1465	Killen, Monica	6/7/2019	1.50		1.50	69.00	69.00	240.00			240.00		
Finalize documents to be emailed over and submit to Cal-OES. Call with Greg to identify options to send large document files to Cal-OES.															
ADM125	X	1465	Killen, Monica	6/10/2019	.25		.25	11.50	11.50	40.00			40.00		
Email Yolanta documents sent to Cal-OES.															
GEN120	X	1465	Killen, Monica	7/26/2019	.50		.50	23.00	23.00	80.00			80.00		
Follow up on CalOES email and provide update document to City of Rolling Hills															
GEN120	X	1465	Killen, Monica	7/30/2019	.25		.25	11.50	11.50	40.00			40.00		
Email follow up with Rolling Hills regarding CalOES request.															
GEN120	X	1465	Killen, Monica	7/31/2019	.25		.25	11.50	11.50	40.00			40.00		
Review email communication from Rolling Hills and CalOES.															
MUN135	X	1465	Killen, Monica	10/3/2019	.50		.50	23.00	23.00	80.00			80.00		
Phone call with Yolanta regarding CalOES document request. Reach out to Greg regarding Yolanta's request. Forward Yolanta's email to Greg and															
Total for 1465					23.50		23.50	1,081.00	1,081.00	3,760.00					
Total for Labor					47.50		47.50	2,534.00	2,534.00	7,747.50					
Total for Overhead (Estimated)										4,983.77					
Total for Labor and Overhead					47.50		47.50	2,534.00	7,517.77	7,747.50					
Expenses															
Reimbursable Expenses															
5101.00 Reimb. General & Project Expenses															
X	EX 8749	5/2/2019	/ Killen, Monica / USB Drive Purchase						12.90	14.84			14.84		
Total for TASK05					47.50		47.50	2,534.00	7,530.67	7,762.34					
Total for CIROH.190066.00					242.00		242.00	11,172.56	33,611.07	39,330.98	3,987.50	13,373.75	18,719.73	3,187.50	62.50

LEGEND

- Time billed on MNS March 2019 invoice
- Time billed on MNS April 2019 invoice
- Time not billed; exceeded budget for original scope of work
- Time billed on MNS April 2019 invoice for additional scope of work
- Time not billed for additional scope of work

MNS Request for City Council Approval of Budget Increase = \$18,719.73 + \$62.50 = \$18,782.23



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.A
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: VACCINATION PASSPORT/BADGE TO BE ISSUED BY THE CITY OF ROLLING HILLS FOR RESIDENTS THAT HAVE RECEIVED THE COVID-19 VACCINATION. (COUNCILMEMBER BLACK)

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.B
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: AMENDED SB 9 HOUSING DEVELOPMENT: APPROVALS (MAYOR PRO TEM DIERINGER).

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.C
Mtg. Date: 04/12/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: ASSEMBLY CONSIDERS BALLOT MEASURES TO NULLIFY STATE INFLUENCE OVER ZONING (MAYOR PRO TEM DIERINGER)

DATE: April 12, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS: