



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 MEETING

**CITY COUNCIL
WEDNESDAY, MAY 29, 2019**

**CITY OF ROLLING HILLS
7:00 P.M.**

Next Resolution No. 1239

Next Ordinance No. 362

1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

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

4. CONSENT CALENDAR

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

- A. MINUTES – REGULAR MEETING OF APRIL 22, 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED
- C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR APRIL 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- D. CONSIDERATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH ROLLING HILLS COMMUNITY ASSOCIATION TO COST SHARE DESIGN FEES ASSOCIATED WITH ASSESSMENT DISTRICT PROJECTS.
RECOMMENDATION: APPROVE AS PRESENTED
- E. FINANCIAL STATEMENT FOR THE MONTH OF APRIL 2019.
RECOMMENDATION: APPROVE AS PRESENTED

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

- A. A HEARING TO CONSIDER WHETHER NONCOMPLIANCE WITH CITY COUNCIL RESOLUTION NO. 1196 AND THE COVENANT RECORDED AGAINST TITLE PURSUANT THERETO CONSTITUTES A PUBLIC NUISANCE WITH REGARD TO FAILURE TO ABATE A VIEW IMPAIRMENT AT 15 PORTUGUESE BEND ROAD (COVENANT RECORDED AS DOCUMENT NUMBER 20170547814 AND DATED 05/17/2017) (OWNERS: WILLIAM AND JUDITH HASSOLDT).

7. OLD BUSINESS

- A. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN ENGINEERING FOR THE SANITARY SEWER IMPROVEMENT FEASIBILITY STUDY PHASE 2 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AN AMOUNT NOT-TO-EXCEED \$32,420.
- B. CONSIDERATION AND AWARD OF A CONSTRUCTION CONTRACT THROUGH THE CITY OF ROLLING HILLS ESTATES, TO ALL AMERICAN ASPHALT FOR THE RESURFACING OF THE CITY HALL PARKING LOT AND PORTUGUESE BEND ROAD BETWEEN PALOS VERDES DRIVE NORTH TO ENTRY GATES FOR A NOT-TO-EXCEED AMOUNT OF \$238,480.96.
- C. CONSIDERATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH ROLLING HILLS ESTATES FOR RESURFACING THE CITY HALL PARKING LOT AND PORTUGUESE BEND ROAD BETWEEN PALOS VERDES DRIVE NORTH TO ENTRY GATES.

8. NEW BUSINESS

- A. CONSIDERATION AND APPROVAL OF A NEW FIVE-YEAR AGREEMENT WITH THE LOS ANGELES COUNTY ANIMAL CARE AND CONTROL.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

- A. REPORT OUT BY REGIONAL LAW COMMITTEE MEMBERS ON THE MAY 9, 2019 MEETING (ORAL).
- B. REPORT OUT BY BUDGET/AUDIT/FINANCE COMMITTEE MEMBERS ON THE MAY 16, 2019 COMMITTEE MEETING.

10. MATTERS FROM STAFF

- A. CONSIDERATION AND APPROVAL OF A RESOLUTION ELECTING TO JOIN OTHER COMMUNITIES IN LOS ANGELES COUNTY IN OPTING OUT OF THE REQUIREMENTS OF THE CONGESTION MANAGEMENT PROGRAM (CMP) ESTABLISHED IN 1990 BY PROPOSITION 111.
- B. FISCAL YEAR 2019/20 BUDGET WORKSHOP.

11. CLOSED SESSION

NONE.

12. ADJOURNMENT

Next meeting: Monday, June 10, 2019 at 7:00 p.m. in the Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

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.

All Planning Commission items have been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines unless otherwise stated.

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, APRIL 22, 2019**

1. CALL TO ORDER

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

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Dieringer, and Pieper.
Councilmembers Absent: Black and Wilson.
Others Present: Elaine Jeng, P.E., City Manager.
Mike Jenkins, City Attorney.
Planning Director, Yolanta Schwartz.
Finance Director, Terry Shea
Senior Planner, Julia Stewart.
Budget Consultant, Jim Walker
Diana Nuccion, 18 Portuguese Bend Road.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

There were no public comments.

4. CONSENT CALENDAR

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

- A. Minutes – 1) Regular Meeting of April 8, 2019.
RECOMMENDATION: Approve as presented.
- B. Payment of Bills.
RECOMMENDATION: Approve as presented.
- C. Financial Statement for the Month of March 2019.
RECOMMENDATION: Approve as presented.
- D. CalOES Designation of Subrecipient's Agent Resolution Authorization.
RECOMMENDATION: Approve as presented.

Councilmember Dieringer moved that the City Council approve the items on the consent calendar as presented. Mayor Pro Tem Pieper seconded the motion.

City Manager Jeng noted that there is a minor change in the Designation of Subrecipient's Agent form.

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The form cannot be self-certified with the City Manager and the City Clerk being the same person.

Councilmember Dieringer amended her motion to approve the items on the consent calendar as modified and presented. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

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

5. COMMISSION ITEMS

- A. RESOLUTION NO. 2019-03. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF A VARIANCE TO ENCROACH WITH A GARAGE AND BASEMENT ADDITION INTO THE SIDE YARD SETBACK, IN ZONING CASE NO. 954 AT 9 WILLIAMSBURG LANE, LOT 27-RH, (MACLEAN).

Planning Director Schwartz presented the project.

Mayor Mirsch called for public comments. There were no public comments.

Mayor Pro Tem Pieper moved that the City Council receive and file the items as presented. Councilmember Dieringer seconded the motion and the motion carried without objection by a voice vote as follows:

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

- B. RESOLUTION NO. 2019-06. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL FOR A MINOR MODIFICATION TO A CONDITION IN A PREVIOUSLY APPROVED CONDITIONAL USE PERMIT ON APPEAL IN ZONING CASE NO. 808-MOD., AT 7 RINGBIT ROAD EAST, (LOT 38-SF), (SHADDEN).

Planning Director Schwartz presented the project.

Mayor Mirsch called for public comments. There were no public comments.

Mayor Pro Tem Pieper moved that the City Council receive and file the items as presented. Councilmember Dieringer seconded the motion and the motion carried without objection by a voice vote as follows:

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AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper and Dieringer.

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Black and Wilson.

ABSTAIN: COUNCILMEMBERS: None.

6. PUBLIC HEARINGS

- A. A HEARING TO CONSIDER WHETHER NONCOMPLIANCE WITH CITY COUNCIL RESOLUTION NO. 1196 AND THE COVENANT RECORDED AGAINST TITLE PURSUANT THERETO CONSTITUTES A PUBLIC NUISANCE WITH REGARD TO FAILURE TO ABATE A VIEW IMPAIRMENT AT 15 PORTUGUESE BEND ROAD (COVENANT RECORDED AS DOCUMENT NUMBER 20170547814 AND DATED 05/17/2017) (OWNERS: WILLIAM AND JUDITH HASSOLDT)

City Manager Jeng presented a brief history on Resolution No. 1196. Resolution involves the property owner at 15 Portuguese Bend Road to perform tree maintenance work every two years by March 1st. On March 5, 2019 city staff visited a neighboring property to inspect and photograph the trees in questions. Staff's observation and photo comparison showed that the tree maintenance work was not performed. City staff sent a letter to the owner of 15 Portuguese Bend Road. Several letters were exchanged and additional compliance date was provided to property owner in middle of April. Just before publishing of the staff report, the property owner provided a fax of tree maintenance work proposals to City staff. The faxed documents also showed the resident engaged the services of Travers with a signed the agreement with Travers dated April 5, 2019. Work is expected to commence three to four weeks from April 5, 2019. Staff had requested the City Council to conduct a hearing but because the resident demonstrated effort in complying with the resolution, City Manager Jeng recommended the City Council ask for the date in which the work will be performed and to postpone the public hearing to May 29, 2019 to allow the resident to perform the tree maintenance work.

Mayor Pro Tem Pieper asked the public hearing be postponed to the next Council meeting in early May, instead of the second meeting in May.

Mayor Mirsch called for public comments.

Ms. Diana Nuccion of 18 Portuguese Bend Road noted the notice should have gone out in November to remind the resident to perform the tree maintenance work. The resident knew the deadline and continued to postpone the work and at what point does it become a nuisance? If the City Council declared a nuisance, what does that mean? And why wouldn't the nuisance be declared now? Ms. Nuccion noted that the resident faced jail time last time for not performing tree maintenance work.

City Attorney Jenkins responded that it doesn't make sense to declare a nuisance with a signed proposal from a legitimate company to perform the tree maintenance work and no one will go to jail for not trimming trees. City Attorney Jenkins recommended that the City Council continue the public hearing to May 13, 2019.

Councilmember Dieringer moved that the City Council continue the hearing to May 13, 2019. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

Minutes

City Council Meeting

04-22-19

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

Councilmember Dieringer instructed the City Manager to give Travers a call to place the tree maintenance work at 15 Portuguese Bend Road on the top of their list.

7. OLD BUSINESS

A. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH ROLLING HILLS COMMUNITY ASSOCIATION TO COST SHARE DESIGN FEES ASSOCIATED WITH ASSESSMENT DISTRICT PROJECTS.

City Manager Jeng noted that at the Association's Board meeting on Thursday night, the Board expressed interest to eliminate specific percentage split. The Association Board was not able to complete their discussion on this item. City Manager requested to table the item until the Association Board is able to complete their discussion on the item.

Councilmember Dieringer noted that the final MOU should not include item 2B as it was included by mistake.

City Manager Jeng confirmed that the final MOU will strike item 2B. The Association plans to discuss the item at the May 1, 2019 Board meeting.

B. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 1236 TO EXCHANGE PROPOSITION A FUNDS WITH THE PALOS VERDES PENINSULA TRANSIT AUTHORITY FOR GENERAL FUNDS AT A RATE OF \$0.75 TO \$1.00

City Manager Jeng noted that the City receives tax allocation dedicated for transit or transit related services. Since the City does not provide transit services or have opportunities to use the fund, consistent with past practices, staff solicited interest to exchange the Proposition A funds. PVP Transit went to their board on April 18, 2019 and approved an exchange with the City at a rate of \$0.75 to \$1.00. City Manager Jeng requested the City Council to approve 1236 to memorialize the exchange and the MOU with PVP Transit. The exchange is \$75,000 of Proposition A funds for \$56,256 of general funds.

Mayor Mirsch called for public comments. There were no public comments.

Councilmember Dieringer moved that the City Council approve Resolution No. 1236 and MOU. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

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

C. CONSIDERATION OF OPTIONS FOR SOLID WASTE SERVICES BEGINNIGN JULY 1, 2020

Mayor Mirsch noted that Councilmember Black is very interested in the issue and that Councilmember Wilson has been working on the negotiations and suggested to table this item until the other two members can join in on the discussion.

Councilmember Dieringer suggested having a discussion to have more information on the matter and then table the item until the other two members can join.

Mayor Pro Tem asked for staff presentation.

City Manager Jeng reminded Councilmembers that the instruction provided to her at the last City Council meeting was to reach out to competitors and gauge interest in serving Rolling Hills. Athens Services was interested as well as Waste Management Services.

Mayor Mirsch inquired if staff noted to potential providers of the special services provided at Rolling Hills.

City Manager Jeng responded that Athens and Waste Management Services are aware of the special services in Rolling Hills.

Councilmember Dieringer inquired if there were other entities considered for calls.

City Manager Jeng responded that a third entity was on the list, EDCO but after two calls, she felt the question from the Council of whether if there are interest by other competitors to serve Rolling Hills was answered.

Councilmember Dieringer inquired if the City has anything specific from Republic that can easily be used in a bid for an apple-to-apple comparison. When was the last time that the City put out a competitive bid?

City Manager Jeng responded that a lot of effort is put into a bid and therefore Republic would not provide such information unless they were sure to get a contract. Republic does not want the information to be used by others. In reviewing city records, in 2009 City staff attempted to go out to bid.

Mayor Pro Tem Pieper noted that residents are not interested in changing the level of service but maybe the service provider depending on contract price.

Councilmember Dieringer suggested getting the following info: the last bid, and current contracts from neighboring cities.

City Attorney Jenkins summarized that the choices for the City Council are to negotiate with Republic or go out to RPF. If the RFP route is selected, the City Council will have to decide if a consultant should be hired to prepare the RFP with the most current requirements and draft a new state of the art contract. It is

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premature to review any other contracts. Future contracts could be different and in other areas similar. But if the City does not hire a consultant, staff will rely heavily on his office for the work. Either way, the City will have to pay to support staff. But this is a decision that does not need to be made for another two weeks. Asking staff to provide contract information at this point may not be relevant to the decision at hand and that is to negotiate the contract without the ability to see other competitive bids or go out to the market. Likely, the City has not gone out to the market for over 20 years.

Councilmember Dieringer stated that she is in favor of going out to the market place.

Mayor Pro Tem Pieper noted that Councilmember Black wants to be present for the discussion to discuss the need of a consultant and not to fight over if the City should go out to the market place.

City Attorney Jenkins added that asking for contract information is getting ahead of the game and the information will not be necessary in two weeks to make a decision on the path forward.

Mayor Mirsch postponed the item to the next meeting.

D. CONSIDERATION OF AN ORDINANCE NO. 361 AN ORDINANCE OF THE CITY OF ROLLING HILLS, CALIFORNIA AMENDING CHAPTER 13.18 (WATER EFFICIENCY LANDSCAPE) OF TITLE 13, WATER AND SEWERS OF THE ROLLING HILLS MUNICIPAL CODE, AND WAIVE THE FULL READING AND INTRODUCE ON FIRST READING ORDINANCE NO. 361

Planning Director Schwartz noted this item was presented to the City Council at the March 25, 2019 and several changes to the ordinance was discussed. Planning director summarized the changes incorporated into the current draft and recommended to the City Council to waive the full reading and introduce the ordinance for first reading and direct staff to bring the item back for second reading.

Councilmember Dieringer noted that section 13.18.043 calls for a requirement to identify water supply and inquired does identifying water supply consist of?

Planning Director Schwartz gave examples of water source, such as potable water or recycle water.

Mayor Mirsch called for public comments. There were no public comments.

Mayor Pro Tem Pieper moved that the City Council approve the recommended action and bring back the item for second meeting at the next meeting. Councilmember Dieringer seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper and Dieringer.

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Black and Wilson.

ABSTAIN: COUNCILMEMBERS: None.

8. NEW BUSINESS

A. A.) REPORT ON FINANCE/BUDGET/AUDIT COMMITTEE RECOMMENDATIONS ON FINANCIAL AND INVESTMENT POLICIES AND SCHEDULE OF FEES AND CHARGES AND B.) DISCUSSION OF FISCAL YEAR 2018/19 BUDGET PRIORITIES

Finance Director Shea noted the Finance/Budget/Audit committee met two weeks ago and discussed all the city's financial and investment policies. The cities' policies are in compliance with state law. Compliance is based on safety and liquidity but not earnings. No change in investment policy is proposed. There is one proposed change to the Financial and Debt policy. The City's policy calls for an audit every 5 years. California Government code 12410.6-B recommends change of auditors every six years. Finance Director Shea noted that the City is in its third year of a five-year cycle with the current auditor. When the current five-year contract is up, the City will go out to Request For Proposal for a six year contract.

Councilmember Dieringer inquired how long have we had the same auditing firm?

Finance Director Shea responded the city conducted a RFP 3 years ago and hired the current firm. The current firm served the city for 6 years before. At the end of the current term the same firm would have served the city for 11 years.

Councilmember Dieringer inquired of the firm prior to the current firm.

Budget Consultant Jim Walker responded that there was a local CPA firm serving the city and then the city moved over to a municipal government audit firm in 2009.

Finance Director responded to Councilmember Dieringer's inquiry noting that the current audit firm has been serving the city since 2009. The firm rotated partners twice. This is our third partner and third managers. State law mandates that cities don't have to switch firms but have to switch partners.

Budget Consultant Walker added that the rotation of the partners do help tremendously by having different people looking at the same numbers.

Councilmember Dieringer inquired if the firm looks at documents from prior years or just the year before.

Finance Director responded auditors look at just the year before. The current firm is the top 5 firm in the State for municipal auditing. The lowest bidder was out of Oakland and was only going to charge \$8,000 and didn't demonstrate enough hours to do the work. Finance Director Shea stated he sent the RPF to 20 firms and received 5 responses.

Finance Director Shea summarized the fee review by the committee. Staff had two recommendations. Both committee members supported increasing the demolition permit fee from \$25 to \$100 and collecting \$750 refundable deposit for compliance report submittal. The amount \$750 is arbitrary and based on experience in incentivizing the reports to be submitted to the city. The committee wanted to keep the current animal appeal fee unchanged at \$40.

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Mayor Mirsch inquired that the paper work asking to come back to the city is reporting on the waste diversion.

Councilmember Dieringer noted that there is a lot of efforts that go into investigating a dog case and would be meritorious to increase the appeal fee because there is a lot effort on the part of the staff to process dog appeal cases. Councilmember Dieringer proposed that the dog appeal fee increase be reconsidered during the budget process.

Mayor Mirsch called to hold the motion and asked for public comments. There was one public comment inquiring about the dog fee.

Councilmember Dieringer explained the dog appeal process and the fee associated with the process.

Mayor Pro Tem Pieper inquired about how often the city staff receives dog cases. Mayor Pro Tem Pieper expressed that he didn't not want to change the dog appeal fee. He also noted that the dog appeal fee increase could be punitive given how emotional dog cases can be.

Mayor Mirsch expressed that the fee increase is not to be punitive; the fee increase is to recuperate the cost. Mayor Mirsch also expressed that she is not interested in overruling the committee's recommendation without having all of the committee members as part of the discussion.

Mayor Pro Tem suggested to leave everything as it is and discuss the dog appeal fee increase at a future agenda.

Councilmember Dieringer inquired if the Council will be voting on the overall budget at a later date and if the current discussion is just preparatory discussion to the budget adoption.

Mayor Mirsch suggested a motion to receive and file and the dog appeal fee increase will be discussed at a later time.

Councilmember Dieringer inquired about the revision date on the policies. Councilmember Dieringer also requested detailed budget requests for next fiscal year similar to the way that the Interim City Manager Schwartz did it last year.

Finance Director Shea responded that when the policies are amended, the revision dates are listed at the bottom of the document. The policy change discussed today will be included at the bottom indicating April 22, 2019 revision date.

City Manager Jeng responded to Councilmember Dieringer that the detailed budget sheets will be made available to the committee. City Manager Jeng listed high level budget priorities for next fiscal year as a part of the current report shown on page 2/28. The next committee meeting is scheduled for May 13 and staff will present a detailed list of budget wish list with cost as requested by Councilmember Dieringer.

Councilmember Dieringer inquired if the modernization of IT will include cyber security.

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City Manager Jeng confirmed that, the modernization work will include cyber security and internal credentials.

Mayor Mirsch called for public comments. There were no comments. Mayor Mirsch then called for motion to receive and file item.

Mayor Mirsch moved that the City Council receive and file as presented. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection.

- B. RECEIVE AND FILE FY2019/20 BUDGET PREPARATION DOCUMENTS (1) FY2018/2019 YEAR-END REVENUE AND EXPENDITURE PROJECTIONS; (2) FY 2019/2020 CONSUMER PRICE INDEX (CPI) ADJUSTMENTS FOR BUDGET AND FY2019-2020 SOLID WASTE COLLECTION SERVICES

Finance Director Shea introduced Budget Consultant Jim Walker.

Budget Consultant Walker noted that there are three items in the staff report. The first item is the 18/19 year end revenue and expenditure projection for the general fund; the second item is the March CPI for the 19/20 budget planning and the third item is staff's review of the recovery cost for refuse billing.

Budget Consultant Walker noted that the property tax is coming in strong. Even though there was an interest income adjustment, the interest income is still coming in strong. On the expenditure side, the salary and benefits have some changes through vacancies and timing of hiring resulting in savings. Additionally we dedicated consulting fees that will not be spent this fiscal year. There are also projects that won't be transferred out as they will not be completed this fiscal year. On the second item, the March CPI is at 2.7% and this is used for budget purposes however based on the employee handbook, the May CPI is used for the annual employee salary adjustment for the actual payout. The May CPI will not be available until after the budget is adopted.

Mayor Pro Tem Pieper inquired why is the March CPI is used instead of the May CPI. Mayor Pro Tem expressed that he would like to see the payout number to be as close to the budget number as possible. Mayor Pro Tem Pieper suggested to continue to use the May CPI for this year and changing to the March CPI the following year.

Finance Director Shea responded that the policy can be changed and that using March CPI would be much easier going forward.

Budget Consultant Walker noted that the CPI rates come out on the 10th of the following month.

Councilmember Dieringer and Mayor Mirsch both agreed to change to March CPI.

Budget Consultant Walker continued to item 3 relating to the Republic Services and annual increase. Republic Services calculated this year's increase to be 3.9% effective from July to July. The 3.9% increase equates to about \$45 per billing parcel over last year. The \$45 increase is about \$31,000 difference year over year. Tax roll is billed at \$1,100 but Republic Services is billing the City

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approximately \$105 more. Budget Manager Walker noted that the City cannot continue to adsorb the cost increase because we will run out of money in the fund.

City Manager Jeng noted that the year-to-year increase will be discussed with the committee at the May 13 meeting.

Mayor Pro Tem Pieper inquired if he is on the Budget/Audit/Finance Committee now or after May 13, 2019.

City Manager Jeng noted the current committee members will stay on until after May 13, 2019.

Finance Director Shea noted that if the cost increase continues to be absorbed, the City will be 20% behind. Finance Director Shea also discussed the cash reserve fund and the city will not be aligned with the reserve policy with the absorption but the policy can be changed.

Mayor Pro Tem Pieper noted that it does not make sense to change the residents' bill until a new contract is in place. He like to see that the City continue to absorb the increase this year and make adjustments to residents' bills when the new solid waste contract is in place.

Finance Director noted that the draft budget continue to show the residents to be billed at \$1,100.

Mayor Mirsch inquired if this discussion is undoing the Committee's recommendation.

Finance Director responded no and that the Committee did not discuss the refuse fund yet.

Budget Consultant Walker noted that depending on the discussion at the Committee level, the refuse fund reserve may need to be adjusted.

Councilmember Dierienger inquired the basis for setting the serve at \$175,000. And what is the appropriate amount?

Finance Director noted that it was not clear but it usually involves infrastructure, but our fund does not have it.

Budget Consultant Walker noted that this fiscal year, the reserve fund should be sufficient to cover the refuse, however this is the 5th year absorbing the cost increase. Additionally, \$24,000 is transferred from the refuse fund to the general fund for administrative cost such as working on submitting the tax roll.

Mayor Mirsch called for public comments. There were no public comments.

Mayor Pro Tem Pieper moved that the City Council approve the recommended action. Councilmember Dieringer seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper and Dieringer.

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Black and Wilson.

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ABSTAIN: COUNCILMEMBERS: None.

C. CONSIDERATION AND APPROVAL OF AMENDING THE EMPLOYEE HANDBOOK AND PERSONNEL POLICY MANUAL CHAPTER IV CLASSIFICATION TO CHANGE THE CITY CLERK/EXECUTIVE ASSISTANT TO THE CITY MANAGER FROM FULL-TIME NON-EXEMPT TO FULL-TIME EXEMPT

City Manager Jeng noted that the position became vacant in mid March. The position provides independent judgement, external customer service including interaction with Councilmembers, attends night meetings and supports the City Manager. Based on the nature of the position, it was difficult to have the position operate on an hourly basis. The City Attorney's office was consulted and the City Attorney researched FLSA and California Wage Orders for this matter. The City Attorney determined that the position qualifies for exemption under FLSA (exemption from minimum wage and maximum hour). The California Wage Order generally applies to private organizations and it requires that the hourly wage of the position to be at least twice the Federal minimum wage. In 2019, the Federal minimum wage is at \$11 per hour. Twice that amount is \$22 per hour times 40 hours a week and 52 weeks. The current salary range of the position exceeds the required amount for exemption and therefore does not require adjustment.

City Manager added that per the Employee Handbook, any changes to the employee classification must be brought to the City Council for approval.

Mayor Pro Tem Pieper noted that he is on board with changing the status.

Mayor Mirsch called for public comments. There were no public comments.

Councilmember Dieringer moved that the City Council approve the recommended action. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

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

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

Councilmember Dieringer requested a policy discussion on the usage of exterior building material.

Planning Director Schwartz responded that the City adopted the County code. Recognizing that the City of Rolling Hills is located in a high fire severity zone, the code already requires the applicant to specify additional treatments to proposed wood type material for exterior of the building.

Mayor Mirsh noted that a zoning case came to the city not for the determination of the building exterior material but the previous case said the property cannot make changes.

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10. MATTERS FROM STAFF

**A. QUARTERLY SCHEDULE OF INVESTMENTS REPORT FOR THE QUARTER
ENDING MARCH 31, 2019**

Finance Director provided information to third quarter of fiscal year 18/19. Cash is down because we paid Republic Services and we pay every six months. We are investing at 110% of our money. Comparing interest this year to last year. We raised the budget at midyear to \$100,000. Last year the interest earning was at \$50,000 so we doubled our money. We are 96% of our budget with three months left. Our two biggest investment is the LAIF and CalPERS. We expect another \$30,000 with the LAIF account. We will exceed well over \$120,000 in investments. CalPERS had a good quarter and earned \$48,000 from the money invested in the stock market. Next budget cycle, the earnings will be used to pay the four retiree health benefits and that will free up some money in the general fund for other items.

Mayor Mirsch asked for clarification of funds to be used to pay for retiree health benefits.

Finance Director responded that the funds reside in CalPERS in the OPEB trust fund. Last year the earning was not great but this year is good.

Finance Director noted that Money Market investment is doing well and CDs are paying 1% to 2.75%. CDs at 1% will not be renewed next year. Checking account and petty cash today totals \$6.8M.

Mayor Mirsch called for public comments. There were no public comments.

Mayor Pro Tem Pieper moved that the City Council receive and file the report. Councilmember Dieringer seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper and Dieringer.

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Black and Wilson.

ABSTAIN: COUNCILMEMBERS: None.

11. CLOSED SESSION

NONE.

12. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 9:30p.m. The next regular meeting of the City Council is scheduled to be held on Wednesday, May 29, 2019 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

DRAFT

Respectfully submitted,

Elaine Jeng, P.E.
City Clerk / City Manager

Approved,

Leah Mirsch
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

5/29/2019 CHECK RUN C

CHECK NO.	CHECK DATE	PAYEE	DESCRIPTION	AMOUNT
25886	05/29/2019	ABILA	ABILA CLOUD BUNDLE	175.00
25887	05/29/2019	AFFORDABLE GENERATOR SVCS, INC	GENERATOR REPAIR SERVICE	569.50
25888	05/29/2019	BEST BEST & KRIEGER LLP	SERVICES THRU APR 2019 CITY OF RH	8,835.00
25889	05/29/2019	BEST BEST & KRIEGER LLP	SERVICES THRU APR 2019 LAND USE	4,408.00
25890	05/29/2019	BEST BEST & KRIEGER LLP	SERVICES THRU APR 2019 VIEW PRESE	570.00
25891	05/29/2019	CALIFORNIA WATER SERVICE CO.	ROLLING HILLS WATER USAGE 3/24 - 4/25/19	928.95
25892	05/29/2019	COUNTY OF LOS ANGELES	APRIL COYOTE CONTROL	5,784.35
25893	05/29/2019	COUNTY OF LOS ANGELES	APRIL 2019 ANIMAL SHELTER SRVCS	1,552.93
25894	05/29/2019	KONICA MINOLTA BUSINESS	APRIL 2019 MAINTENANCE AGREEMENT	307.92
25895	05/29/2019	LA COUNTY SHERIFF'S DEPARTMENT	FEBRUARY 2019 TRAFFIC ENFORCEMENT	1,295.34
25896	05/29/2019	LA COUNTY SHERIFF'S DEPARTMENT	MARCH 2019 TRAFFIC ENFORCEMENT	604.49
25897	05/29/2019	LA COUNTY SHERIFF'S DEPARTMENT	APRIL 2019 LAW ENFORCEMENT SVCS	28,106.22
25898	05/29/2019	LA COUNTY SHERIFF'S DEPARTMENT	APRIL 2019 TRAFFICE ENFORCEMEN	1,986.18
25899	05/29/2019	LOS ANGELES TIMES	DELIVERY THRU 12/14/2019	402.61
25900	05/29/2019	MUNICIPAL CODE COPRORATION	SUPPLEMENT PAGES	1,133.60
25901	05/29/2019	OPUS BANK	OFFICE SUPPLIES & MEETINGS	2,293.13
25902	05/29/2019	PACIFIC COAST LANDSCAPE	MAY SERVICES	1,130.00
25903	05/29/2019	REMOTE SATELLITE SYS INT'L	JUNE 2019 SRVCS & APR AIRTIME	108.00
25904	05/29/2019	ROLLING HILLS COMMUNITY ASSN.	50% TENNIS COURTS BILL FROM COLLINS COMPANY	5,210.77
25905	05/29/2019	SOUTHERN CALIFORNIA EDISON	ELECTRICITY USAGE 4/14/19 TO 5/14/2019	551.06
25906	05/29/2019	THE GAS COMPANY	GAS USAGE 4/9/19 TO 5/8/19	57.70
25907	05/29/2019	USCM	DEFERRED COMP 5/8/2019	2,400.00
25908	05/29/2019	VANTAGEPOINT TRANSFER AGENTS -	DEFERRED COMP 5/8/19	1,467.60
25909	05/29/2019	WOMEN'S COMMUNITY CLUB OF	2019-20 FY BUDGET ALLOCATION	2,500.00
25910	05/29/2019	YOLANTA SCHWARTZ	LEGISLATIVE ACTION DAY CONFERENCE	433.15
25914	05/25/2019	ABILA	ABILA CLOUD BUNDLE	175.00
25911	6/1/2019	DELTA DENTAL	DENTAL INS JUNE 2019	602.48
25912	6/1/2019	STANDARD INSURANCE COMPANY	LIFE INS JUNE 2019	224.00
25913	6/1/2019	VISION SERVICE PLAN - (CA)	VISION INS JUNE 2019	108.85
* PR LINK	5/10/2019	PR LINK - PAYROLL PROCESSING	PROCESSING FEE	52.85
* PR LINK	5/10/2019	PR LINK - PAYROLL & PR TAXES	PAY PERIOD - APRIL 24, 2019 THROUGH MAY 7, 2019	17,055.81
* PR LINK	5/24/2019	PR LINK - PAYROLL PROCESSING	PROCESSING FEE	65.50
* PR LINK	5/24/2019	PR LINK - PAYROLL & PR TAXES	PAY PERIOD - MAY 8, 2019 THROUGH MAY 21, 2019	17,213.67
			\$	108,309.66
				73,921.83

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 \$108,309.66 or the payment of above items.

Elaine Jeng, P.E., City Manager

* Previously Disbursed

CITY OF ROLLING HILLS RESIDENTIAL ALLIED WASTE RECYCLE NOW REPORT

Report Date:

2019

MONTH	RECYCLED (tons)	GREEN WASTE (tons)	C&D Recycled	C&D Disposed	Disposal Tonnage	Diversion %	MONTHLY TOTALS (tons)
2019							
January	23.07	114.12	13.57	7.30	137.12	51.07%	295.18
February	5.97	98.95	33.37	7.09	131.19	50.00%	276.57
March	67.62	92.91	23.36	10.01	91.16	64.51%	285.06
April	100.00	170.26	112.64	56.93	68.18	75.37%	508.01
May	-	-	-	-	-	0.00%	0.00
June	-	-	-	-	-	0.00%	0.00
July	-	-	-	-	-	0.00%	0.00
August	-	-	-	-	-	0.00%	0.00
September	-	-	-	-	-	0.00%	0.00
October	-	-	-	-	-	0.00%	0.00
November	-	-	-	-	-	0.00%	0.00
December	-	-	-	-	-	0.00%	0.00
Year to Date Totals:	196.66	476.24	182.93	81.34	427.65	62.71%	1,364.82
Average Monthly Totals:							
2019	49.16	119.06	45.73	20.33	106.91	60%	341.21



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 4D
Mtg. Date: 05/29/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH ROLLING HILLS COMMUNITY ASSOCIATION TO COST SHARE DESIGN FEES ASSOCIATED WITH ASSESSMENT DISTRICT PROJECTS.

DATE: MAY 29, 2019

ATTACHMENT:

Memorandum of Understanding (MOU) with RHCA

BACKGROUND

To date, the City Council has unofficially cost shared the design fees for the utility companies to prepare construction drawings to underground overhead and above ground infrastructure. The design fee is a necessary expenditure to determine the precise construction cost. Often this design fee is an obstacle for residents to commit to the formation of assessment districts. This upfront cost does not guarantee that all participants will remain committed through the process and often the final obligation of the assessment district is unknown long after the upfront cost is paid. For these reasons, the City Council has contributed one third of the total design fee and the Rolling Hills Community Association (RHCA) has contributed one third of the total design fee to alleviate the burden on residents but also to provide an incentive for residents to follow through with the projects.

DISCUSSION

At the March 11, 2019 City Council meeting, the City Council approved staff's recommendation to execute a memorandum of understanding (MOU) with RHCA to continue the practice of contributing one third of the total design cost for the utility companies to prepare construction drawings to underground overhead and above ground infrastructure for each assessment district project.

At the April 22, 2019 City Council meeting, staff requested to continue the item to the next City Council meeting as the RHCA Board at the April 18, 2019 meeting discussed additional changes to the proposed MOU, specifically relating to the amount of contribution and the cap of \$50,000 per project.

At the May 2, 2019 RHCA Board meeting, the RHCA Board accepted and signed the MOU without changes. The executed MOU is included as a part of this report.

At the May 13, 2019 City Council meeting, the City Council discussed changes to the proposed MOU, specifically relating to the maximum cap of \$50,000 contribution per agency, even if the residents' remaining portion of the total preliminary design cost exceeds \$50,000.

The attached MOU clarifies this stipulation.

FISCAL IMPACT

Funds collected from residents, and RHCA would be deposited in an account held by the City dedicated to the specific assessment district project solely to pay for design fees.

RECOMMENDATION

Staff recommends that the City Council approve the proposed MOU with RHCA.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into upon the date of full and complete execution of the MOU by and between the City of Rolling Hills, a California municipal corporation ("City"), and the Rolling Hills Community Association of Rancho Palos Verdes, a California corporation ("RHCA"), hereinafter together occasionally referred to as "the parties."

RECITALS

A. The City and RHCA find that the undergrounding of utilities enhances the aesthetic of the City of Rolling Hills but more importantly is essential to preventing destructive fires.

B. The City and RHCA recognize that to proceed with an undergrounding project, a property owner must first incur the cost of a utility company preparing a preliminary design to underground the above ground infrastructure. Such cost is a necessary expenditure to determine the ultimate cost of construction but often is also an obstacle for residents to commit to the formation of an assessment district; the upfront cost does not guarantee that all participants will remain committed to the undergrounding and the final cost of the assessment district is unknown until long after the upfront cost is paid.

C. In an effort to alleviate the financial burden on residents and to incentivize residents to follow through with undergrounding assessment districts, the City and RHCA have unofficially shared the cost of the preliminary design with property owners with each paying one-third of the total cost.

D. The purpose of this MOU is to formalize the unofficial contribution policy to reflect the commitment of the City and RHCA to each contribute 1/3 of the cost of the preliminary design for each assessment district subject to a \$50,000 limit per assessment district.

E. At the May 29, 2019 City Council meeting, the City Council adopted a resolution memorializing a formal policy of the City to fund one-third of the total preliminary design cost for each assessment district subject to a \$50,000 limit per assessment district.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Obligation of City. City agrees to fund one-third of the total preliminary design cost for each assessment district subject to a \$50,000 limit per assessment district. Such obligation shall become due upon all of the following conditions:

a. City's receipt of letters of interest from sixty percent (60%) of the properties located within the proposed assessment district; and

b. City's receipt of all of the cost proposals from the utility companies for the preliminary design of the undergrounding in the proposed assessment district; and

c. City's receipt of the remaining portion of the total preliminary design cost from the property owners in the proposed assessment district.

2. Obligation of RHCA. RHCA agrees to fund one-third of the total preliminary design cost for each assessment district subject to a \$50,000 limit per assessment district. Such obligation shall become due upon all of the following conditions:

a. City's receipt of letters of interest from sixty percent (60%) of the properties located within the proposed assessment district; and

b. City's receipt of all of the cost proposals from the utility companies for the preliminary design of the undergrounding in the proposed assessment district; and

c. City's receipt of the remaining portion of the total preliminary design cost from the property owners in the proposed assessment district.

3. Term and Termination.

This MOU shall commence upon the date of full and complete execution of the MOU and remain in effect until terminated by either party, with or without cause, by providing thirty (30) days' written notice to the other at the address referenced in Section 7. "Notices."

4. Binding Effect

This MOU is binding on the parties in accordance with its terms. The parties signing below represent and warrant that they have the legal authority to bind the party for whom they are signing.

5. Indemnity

Each party agrees to indemnify, defend, and hold harmless the other parties, their officers, agents and employees, from any and all liabilities, claims, or losses of any nature, including reasonable attorneys' fees and costs of suit, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent or wrongful acts or omissions arising from its respective activities pursuant to this MOU.

6. Governing Law

This MOU shall be governed by the laws of the State of California. Any action, suit, or proceeding related to or arising under this MOU shall be filed in the Los Angeles County Superior Court.

7. Notices.

All notices permitted or required under this MOU shall be in writing, and shall be deemed made when delivered to the applicable party at the following addresses either by first class mail postage prepaid, facsimile or personal delivery:

City:
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274
Facsimile: 310-377-7288
Attention: City Manager

RHCA:
Rolling Hills Community Association
1 Portuguese Bend Road
Rolling Hills, California 90274
Facsimile:
Attention: Manager

8. Entire Agreement

This MOU represents the entire integrated agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations or agreements, written or oral, regarding the matters described herein. This MOU may be amended only by a written instrument signed by the parties.

9. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

10. Severability

Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision shall have no effect on the

remaining provisions of this Agreement, which shall continue in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date and year first written above.

Dated: _____, 2019

CITY OF ROLLING HILLS

By: _____

Dated: _____, 2019

ROLLING HILLS COMMUNITY
ASSOCIATION

By: _____

**CITY OF ROLLING HILLS
CITY OF ROLLING HILLS
BALANCE SHEET
April 30, 2019**

	GENERAL & CAPITAL FUND	DEPOSIT FUND	COPS & CLEEP	COMMUN. FACILITIES	MUNICIPAL SELF- INSUR.	REFUSE COLLECT.	TRAFFIC SAFETY	TRANSIT PROP A, C, M, R & TDA	UTILITY FUND	YTD TOTAL	BEGINNING OF YEAR TOTAL
ASSETS											
Cash & Cash Equivalents	\$ 5,451,003	\$ 1,303	\$ 99,393	\$ 11,342	\$ 260,374	\$ 438,262	\$ (1,172)	\$ 248,189	\$ 787,905	\$ 7,296,599	\$ 7,138,306
Cash & Cash Equivalents - Capital Project Fund	-	-	-	-	-	-	-	-	-	-	-
Poppy Trail Grading Bond	-	-	-	-	-	-	-	-	-	-	305,000
Accounts Receivable	25,681	-	-	-	-	12,045	-	-	-	37,726	266,996
Prepaid Expense & Deposits	4,952	-	-	-	-	-	-	-	-	4,952	39,272
TOTAL ASSETS	\$ 5,481,636	\$ 1,303	\$ 99,393	\$ 11,342	\$ 260,374	\$ 450,307	\$ (1,172)	\$ 248,189	\$ 787,905	\$ 7,339,277	\$ 7,749,574
LIABILITIES											
Accounts & Contract Payable	\$ 862	\$ -	\$ -	\$ -	\$ -	\$ 264,770	\$ -	\$ -	\$ -	\$ 265,632	\$ 489,389
Employees Benefits Payable	3,498	-	-	-	-	-	-	-	-	3,498	18,525
Deposits	7,964	1,303	-	-	-	-	-	-	-	9,267	314,735
Deferred Revenues	-	-	-	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	12,324	1,303	-	-	-	264,770	-	-	-	278,397	822,649
Restricted Fund Balance	-	-	99,393	11,342	260,374	185,537	(1,172)	248,189	787,905	347,582	1,647,848
Unassigned Fund Balance	5,469,312	-	-	-	-	-	-	-	-	6,713,298	5,279,077
TOTAL UNASSIGNED FUND BALANCE	5,469,312	-	99,393	11,342	260,374	185,537	(1,172)	248,189	787,905	7,060,880	6,926,925
TOTAL UNASSIGNED FUND BALANCE & LIABILITIES	\$ 5,481,636	\$ 1,303	\$ 99,393	\$ 11,342	\$ 260,374	\$ 450,307	\$ (1,172)	\$ 248,189	\$ 787,905	\$ 7,339,277	\$ 7,749,574

COMPOSITION OF CASH

Petty Cash	\$ 1,500
OPUS Bank - Checking Account	73,386
OPUS Bank - Interest Checking Account	1,044,405
OPUS Bank - Money Market	800,988
Calif. State Local Agency Investment Fund	2,676,320
Certificates of Deposits	2,700,000
	<u>\$ 7,296,599</u>

Prepared By:

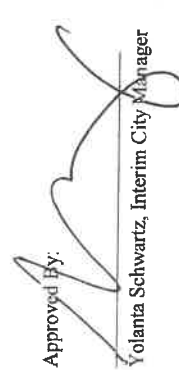
Date


Terry Ship, Finance Director

5-16-19

Approved By:

Date


Yolanta Schwartz, Interim City Manager

5/20/19

**Agenda Item: 4E
Mtg. Date: 05/29/2019**

CITY OF ROLLING HILLS
SUMMARY STATEMENT OF REVENUES AND EXPENDITURES
 Actual Compared to Annual Budget
 July 1, 2018 to April 30, 2019

<u>Fund</u>	This Year	Last Year	This Year Better (Worse)	Annual Budget & Adj.	Remaining Budget
GENERAL					
Revenues	\$ 1,707,256	\$ 1,663,837	\$ 43,419	2,211,950	\$ 504,694
Expenditures	1,364,341	1,515,329	150,988	2,367,525	1,003,184
Net Revenue before transfers	342,915	148,508	194,407	(155,575)	(498,490)
Transfers in (out)	5,601	(1,538)	7,139	(262,800)	(268,401)
Net Revenue	348,516	146,970	201,546	(418,375)	(766,891)
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS)					
Revenues	148,747	139,416	9,331.00	140,125	(8,622)
Expenditures	118,817	116,887	(1,930)	142,700	23,883
Net Revenue before transfers	29,930	22,529	7,401	(2,575)	(32,505)
Transfers in (out)	-	-	-	-	-
Net Revenue	29,930	22,529	7,401	(2,575)	(32,505)
CAPITAL IMPROVEMENT FUND					
Revenues	-	-	-	-	-
Expenditures	-	475	475	234,000	234,000.00
Net Revenue before transfers	-	(475)	475	(234,000)	(234,000.00)
Transfers in (out)	-	475	(475)	234,000	234,000.00
Net Revenue	-	-	-	-	-
COMMUNITY FACILITIES					
Revenues	-	-	-	100	100
Expenditures	2,100	2,700	600	7,500	5,400
Net Revenue before transfers	(2,100)	(2,700)	600	(7,400)	(5,300)
Transfers in (out)	-	-	-	6,300	6,300.00
Net Revenue	(2,100)	(2,700)	600	(1,100)	1,000
MUNICIPAL SELF-INSURANCE					
Revenues	-	-	-	-	-
Expenditures	-	-	-	3,000	3,000
Net Revenue before transfers	-	-	-	(3,000)	(3,000)
Transfers in (out)	-	-	-	-	-
Net Revenue	-	-	-	(3,000)	(3,000)
REFUSE COLLECTION					
Revenues	642,051	643,743	(1,692)	770,900	128,849
Expenditures	661,830	645,670	(16,160)	794,200	132,370
Net Revenue before transfers	(19,779)	(1,927)	(17,852)	(23,300)	(3,521)
Transfers in (out)	(20,000)	(20,000)	-	(24,000)	(4,000)
Net Revenue	(39,779)	(21,927)	(17,852)	(47,300)	(7,521)
TRAFFIC SAFETY					
Revenues	-	-	-	50	50
Expenditures	15,571	19,278	3,707	46,550	30,979
Net Revenue before transfers	(15,571)	(19,278)	3,707	(46,500)	(30,929)
Transfers in (out)	14,399	21,063	(6,664)	46,500	32,101
Net Revenue	(1,172)	1,785	(2,957)	-	1,172
TRANSIT - PROPOSITION A, C, M & TDA					
Revenues	103,044	87,463	15,581	119,400	16,356
Expenditures	-	-	-	255,000	255,000.00
Net Revenue before transfers	103,044	87,463	15,581	(135,600)	(238,644)
Transfers in (out)	-	-	-	-	-
Net Revenue	103,044	87,463	15,581	(135,600)	(238,644)
UTILITY FUND					
Revenues	-	-	-	-	-
Expenditures	17,500	-	(17,500)	150,000	132,500
Net Revenue before transfers	(17,500)	-	(17,500)	(150,000)	(132,500)
Transfers in (out)	-	-	-	-	-
Net Revenue	(17,500)	-	(17,500)	(150,000)	(132,500)
TOTAL ALL FUNDS					
Revenues	2,601,098	2,534,459	66,639	3,242,525	641,427
Expenditures	2,180,159	2,300,339	120,180	4,000,475	1,820,316
Net Revenue before transfers	420,939	234,120	186,819	(757,950)	(1,178,889)
Transfers in (out)	-	-	-	-	-
Net Revenue	\$ 420,939	\$ 234,120	\$ 186,819	\$ (757,950)	\$ (1,178,889)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 6A
Mtg. Date: 05/29/19

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

THRU: ELAINE JENG, P.E. CITY MANAGER

SUBJECT: A HEARING TO CONSIDER WHETHER NONCOMPLIANCE WITH CITY COUNCIL RESOLUTION NO. 1196 AND THE COVENANT RECORDED AGAINST TITLE PURSUANT THERETO CONSTITUTES A PUBLIC NUISANCE WITH REGARD TO FAILURE TO ABATE A VIEW IMPAIRMENT AT 15 PORTUGUESE BEND ROAD (COVENANT RECORDED AS DOCUMENT NUMBER 20170547814 AND DATED 05/17/2017) (OWNERS: WILLIAM AND JUDITH HASSOLDT)

DATE NOTICE OF PUBLIC HEARING PUBLISHED: APRIL 11, 2019

ATTACHMENTS:

- 1. Pictures from May 15, 2019 visit to 18 Portuguese Bend Road**
- 2. Staff Report from May 13, 2019, with attachments**

BACKGROUND

This matter was introduced to the City Council at the April 22, 2019 City Council meeting. The staff report from the April 22, 2019 meeting is included with this report to provide background information.

After the posting of the April 22, 2019 City Council meeting agenda, staff received a signed tree trimming agreement from the property owner at 15 Portuguese Bend Road engaging the services of a tree trimming company to perform the tree maintenance work per Resolution No. 1196. The property owner also indicated that the work would commence in 3 to 4 weeks from April 5, 2019, when the agreement was signed. The engagement of services and the work schedule demonstrated efforts by the property owner at 15 Portuguese Bend Road to comply with Resolution No. 1196. The City Council continued the hearing to the May 13, 2019 City Council meeting.

Prior to the May 13, 2019 City Council meeting staff received an email from the property owner of 15 Portuguese Bend Road that the trees have been trimmed. Staff was provided access to the property at 18 Portuguese Bend Road to inspect the work after the May 13, 2019 City Council hearing and therefore, this item was kept on the agenda. At the May 13, 2019 meeting the City Council continued the hearing to the May 29, 2019 meeting to allow staff time to inspect the work.

On May 15, 2019, staff inspected the work and took pictures. Mrs. Nuccion, owner of 18 Portuguese Bend Road, accompanied staff. Staff determined that the majority of work has been performed in compliance with Resolution No. 1196, except that the Olive Tree, identified as tree #7 in Resolution No. 1196 was not trimmed and that there exist new growth on other vegetation, not specifically identified in Resolution No. 1196, that extends into the view. The non-compliant trimming of tree #7 and growth is identified in the attached pictures.

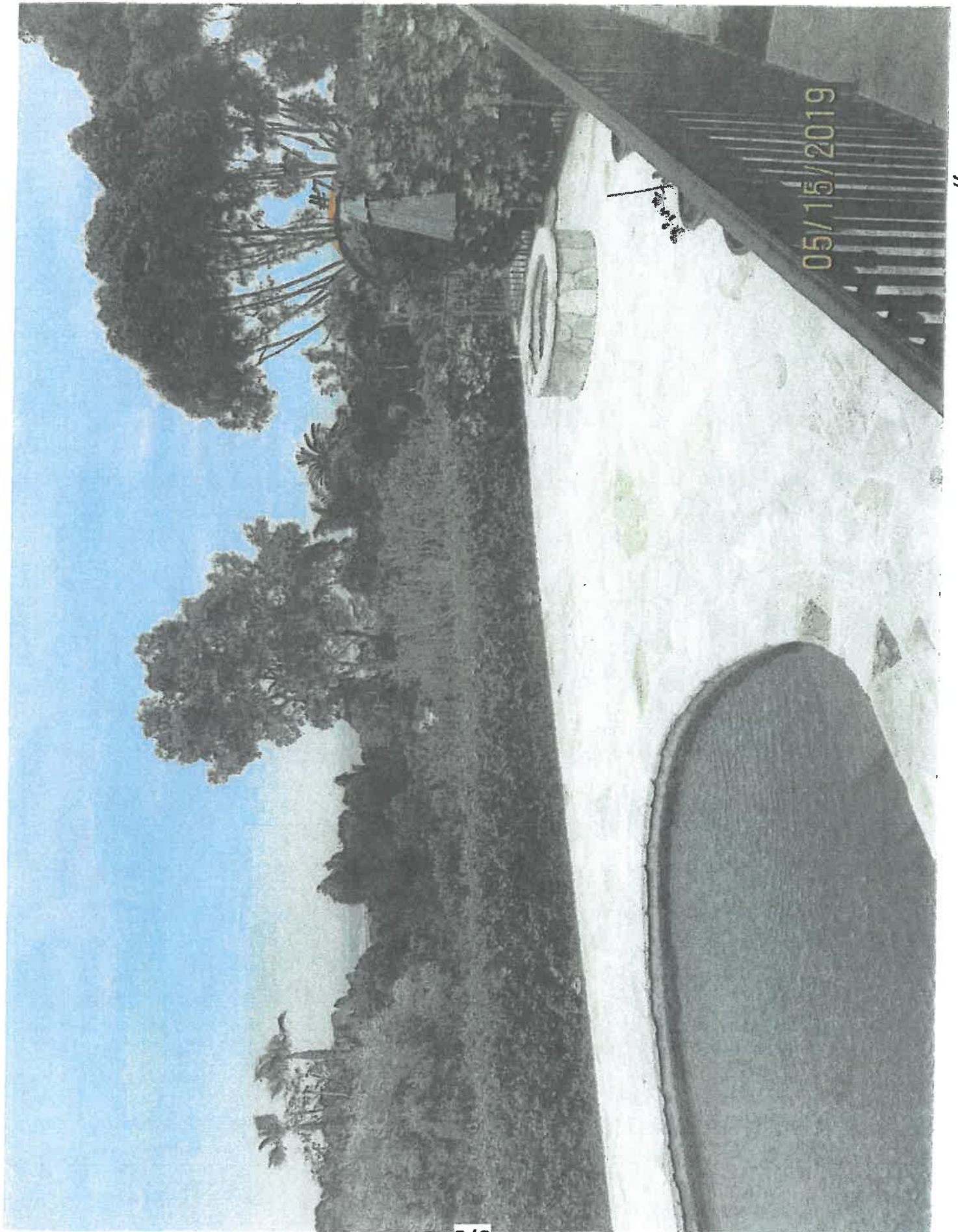
Staff discussed these findings with Mr. Hassoldt and was informed that he was planning to do more trimming on his property and will consider staff's findings. As of the writing of this report, staff was not able to confirm with Mr. Hassoldt if the work has been done.

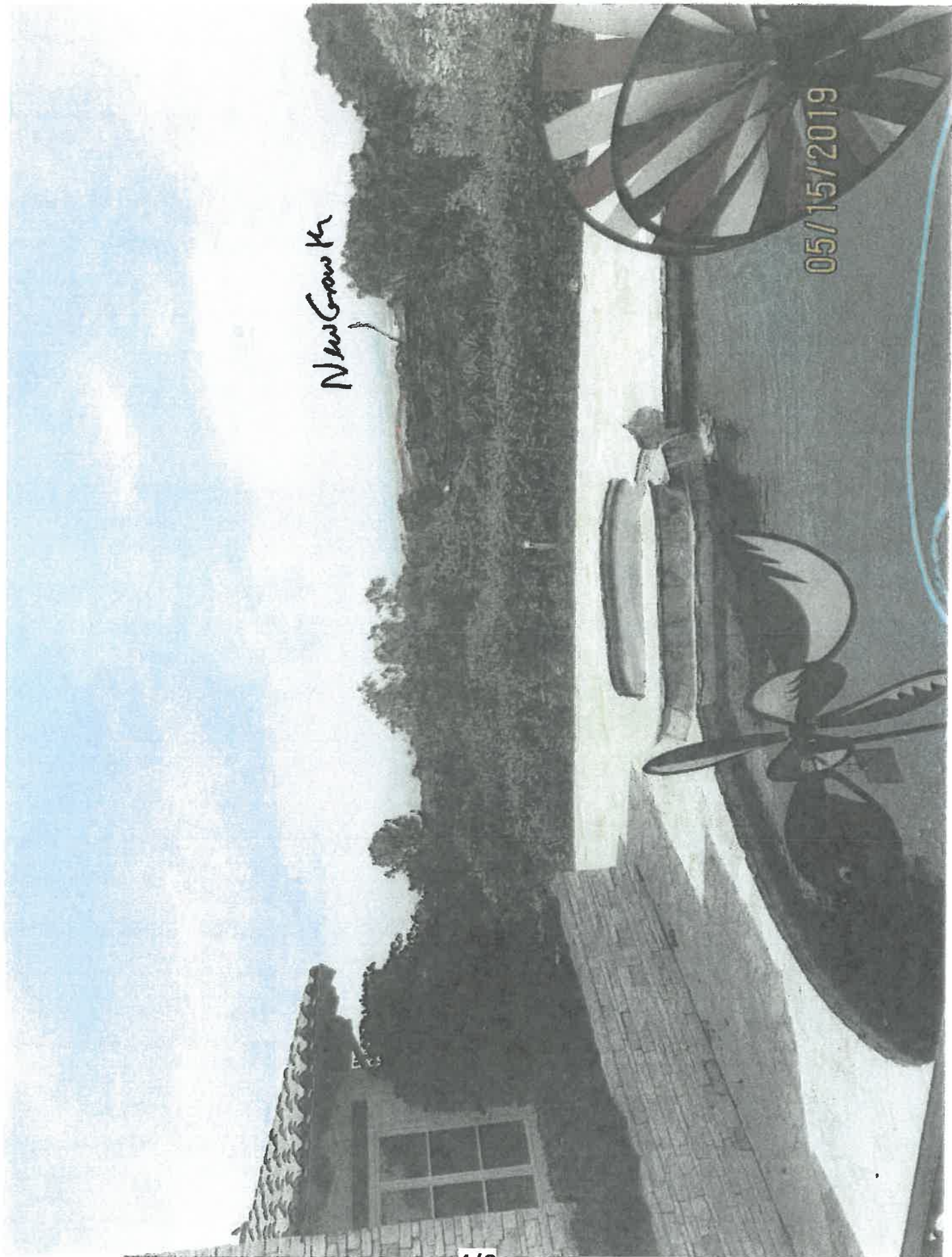
NOTIFICATION

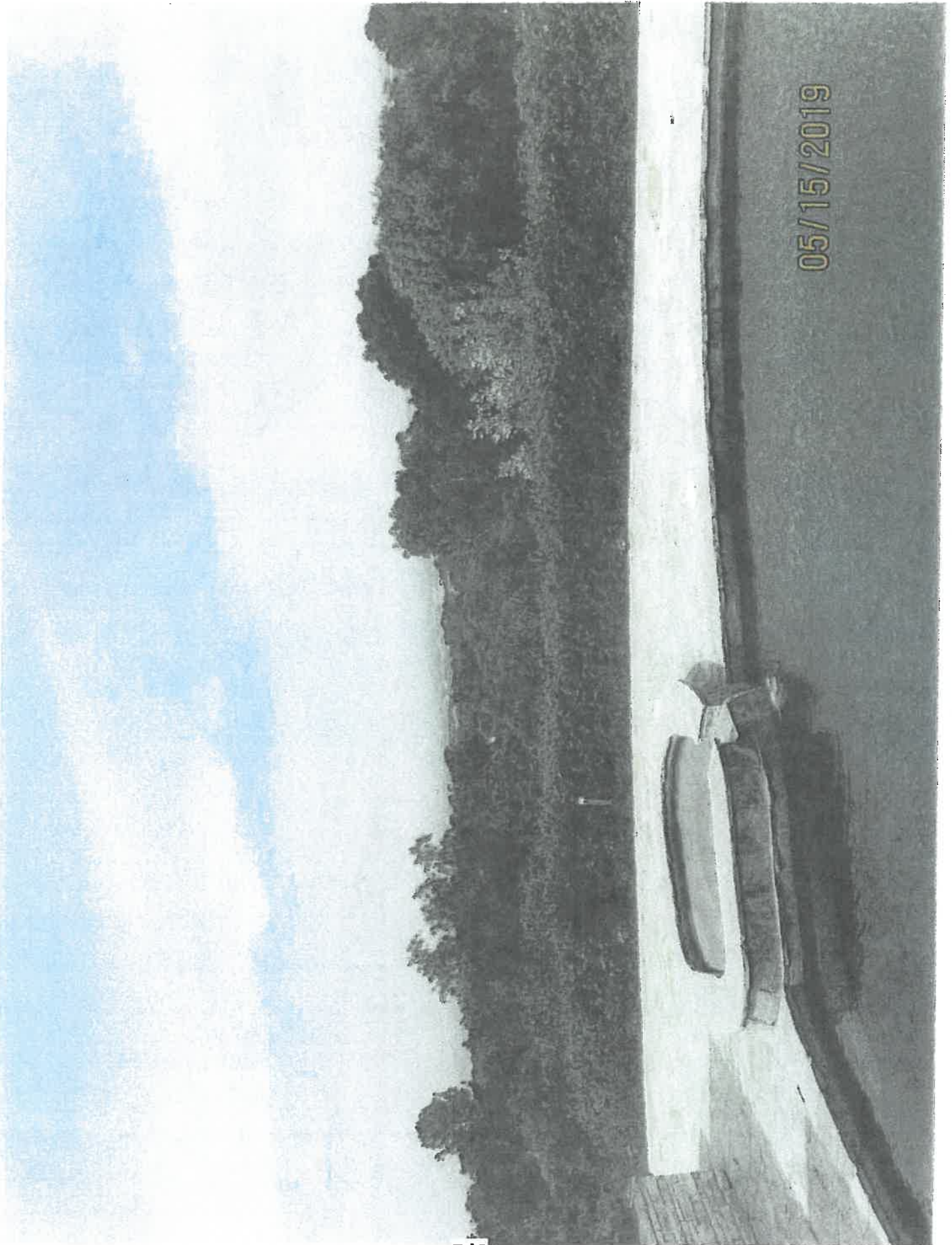
This report was sent to the property owners of 15 and 18 Portuguese Bend Road.

RECOMMENDATION

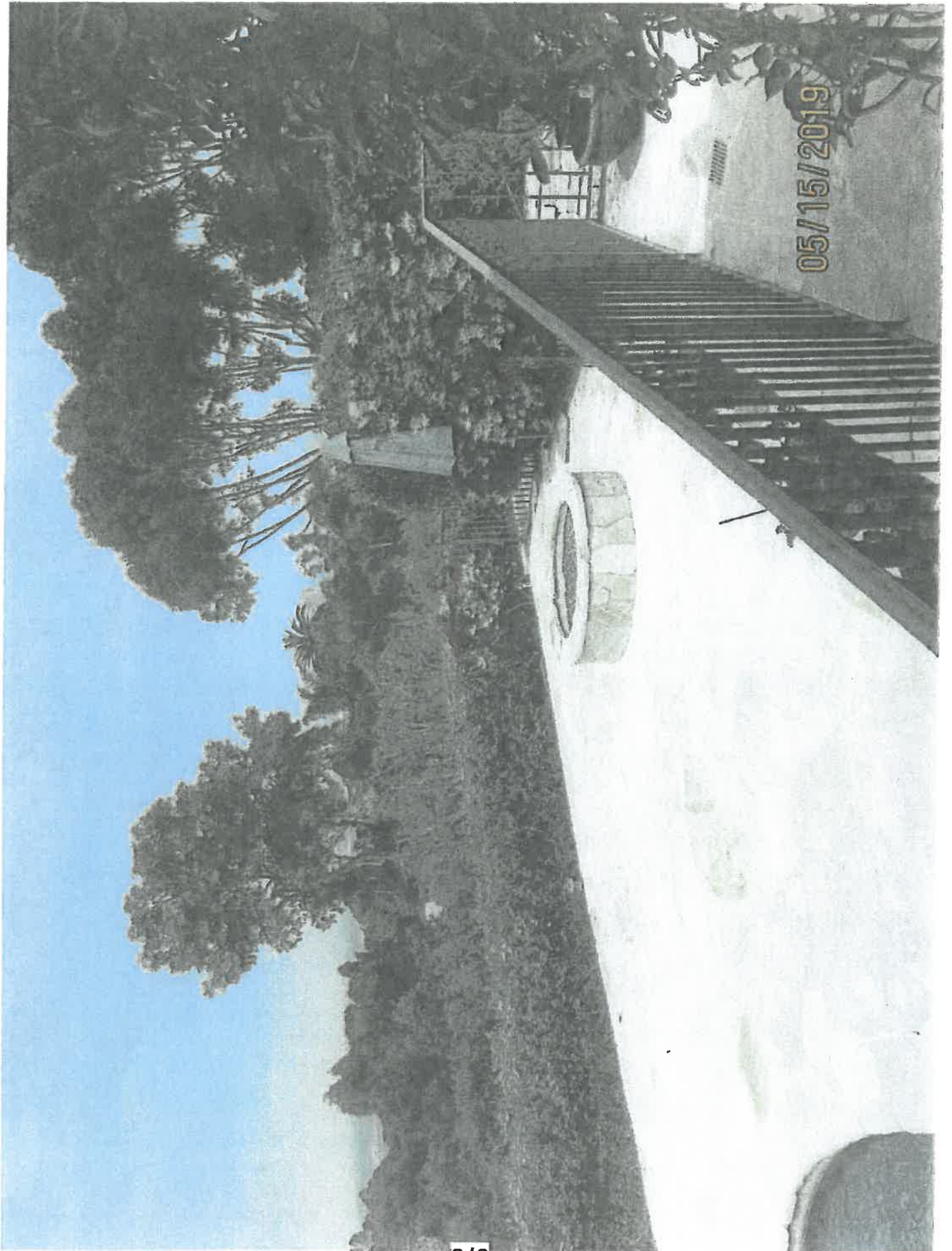
Staff recommends that the City Council continue this matter without opening the public hearing to the June 10, 2019 City Council meeting, so that staff could verify if all the work has been done.







05/15/2019





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 6A
Mtg. Date: 05/13/19

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

THRU: ELAINE JENG, P.E. CITY MANAGER

SUBJECT: A HEARING TO CONSIDER WHETHER NONCOMPLIANCE WITH CITY COUNCIL RESOLUTION NO. 1196 AND THE COVENANT RECORDED AGAINST TITLE PURSUANT THERETO CONSTITUTES A PUBLIC NUISANCE WITH REGARD TO FAILURE TO ABATE A VIEW IMPAIRMENT AT 15 PORTUGUESE BEND ROAD (COVENANT RECORDED AS DOCUMENT NUMBER 20170547814 AND DATED 05/17/2017) (OWNERS: WILLIAM AND JUDITH HASSOLDT)

DATE NOTICE OF PUBLIC HEARING PUBLISHED: APRIL 11, 2019

ATTACHMENTS:

1. Staff Report from April 22, 2019

BACKGROUND

This matter was introduced to the City Council at the April 22, 2019 City Council meeting. The staff report from the April 22, 2019 meeting is included with this report to provide background information.

After the posting of the April 22, 2019 City Council meeting agenda, staff received a signed tree trimming agreement from the property owner at 15 Portuguese Bend Road engaging the services of a tree trimming company to perform the tree maintenance work per Resolution No. 1196. The property owner also indicated that the work would commence in 3 to 4 weeks from April 5, 2019, when the agreement was signed. The engagement of services and the work schedule demonstrated efforts by the property owner at 15 Portuguese Bend Road to comply with Resolution No. 1196. The City Council continued the hearing to the May 13, 2019 City Council meeting.

NOTIFICATION

This report was sent to the property owners of 15 and 18 Portuguese Bend Road.

RECOMMENDATION

Staff recommends that the City Council open the public hearing, consider all testimony and make a determination if there is a failure to abate view impairment at 15 Portuguese Bend Road; and provide direction to staff.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 6A
Mtg. Date: 04-22-19

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

THRU: ELAINE JENG, P.E. CITY MANAGER

SUBJECT: A HEARING TO CONSIDER WHETHER NONCOMPLIANCE WITH CITY COUNCIL RESOLUTION NO. 1196 AND THE COVENANT RECORDED AGAINST TITLE PURSUANT THERETO CONSTITUTES A PUBLIC NUISANCE WITH REGARD TO FAILURE TO ABATE A VIEW IMPAIRMENT AT 15 PORTUGUESE BEND ROAD (COVENANT RECORDED AS DOCUMENT NUMBER 20170547814 AND DATED 05/17/2017) (OWNERS: WILLIAM AND JUDITH HASSOLDT)

DATE PUBLISHED: APRIL 11, 2019

ATTACHMENTS:

- 1. Resolution 1196**
- 2. Notice of Violation**
- 3. Proposals from Tree Trimming companies**
- 4. RHMC Chapter 8.24**

BACKGROUND AND DISCUSSION

Approximately five years ago, on April 24, 2014, Dr. and Mrs. Nuccion of 18 Portuguese Bend Road filed a view impairment complaint with the City alleging that the trees located on 15 Portuguese Bend Road (Hassoldts' Property) interfered with their view. On October 7, 2015, the Committee on Trees and Views ("CTV") held a duly noticed public hearing and adopted Resolution No. 2015-03-CTV; this resolution confirmed the alleged view impairment and specified restorative actions on nine trees located on the Hassoldts' Property. This matter was appealed to the City Council; following a duly noticed public hearing, the City Council adopted Resolution No. 1196 on November 28, 2016. Resolution No. 1196 upheld the CTV's original action (including the specified restorative actions) and became final immediately upon adoption.

In May 2017, the Nuccions expressed to the City Council that three trees (a Eucalyptus, Pepper and Olive Tree) had not been trimmed pursuant to the requirements outlined in Resolution No.

1196. Staff determined that the Pepper Tree was not included within Resolution No. 1196 and was therefore not subject to remediation. On July 17, 2017, Mr. Gregory Applegate, with Arborgate Consulting, Inc., conducted an inspection as to the Eucalyptus and Olive Trees and determined that the Eucalyptus Tree had been cut to the proper height, but that the Olive Tree needed to be cut back as specified by the requirements outlined in Resolution No. 1196. Later that summer, the Hassoldts complied with Resolution No. 1196.

Resolution No. 1196 requires maintenance activity on certain trees, including trimming, lacing, and reducing the crown of the trees, every two years beginning in 2017 by March 1. On February 28, 2019, in anticipation of the March 1, 2019 maintenance deadline, the City received an email from Dr. Nuccion stating that the trees subject to Resolution No. 1196 on the Hassoldt's Property had not been trimmed.

On March 5, 2019, staff visited the Nuccions' property and took photographs from the Designated Viewing Area as described in Section 4(C) of Resolution No. 1196. In comparing the photographs (May 10, 2017 against March 5, 2019), it was determined that certain actions outlined in Resolution No. 1196 were not performed by March 1, and staff ordered certain maintenance actions as outlined in Resolution No. 1196 by March 28, 2019.

On March 29, 2019, City staff again visited the Nuccions' property to identify whether the Hassoldts complied with Resolution No. 1196 in response to the City's letter. City staff took photographs from the Designated Viewing Area and determined that the ordered maintenance actions were not performed.

On March 29, 2019, a certified letter was mailed to Mr. and Mrs. Hassoldt informing them that pursuant to Rolling Hills Municipal Code ("RHMC") Chapter 8.24, the City Manager had determined that their noncompliance with Resolution No. 1196 resulted in a nuisance on their property, and that a hearing on this matter would be held before the City Council on April 22, 2019, if the nuisance was not abated within fifteen days from the date of the notice, or by April 15, 2019, or good-faith efforts towards abatement had not been made to the satisfaction of the City Manager by April 15, 2019. (See Notice of Violation Letter, attached).

On April 12, 2019, Mr. Hassoldt faxed two proposals to staff from two tree service companies for the maintenance work and indicated that he selected Travers Tree Service Inc., but that they were unable to start the trimming for 3 to 4 weeks. The Travers Tree Service, Inc. proposal was accepted and signed by Mr. Hassoldt. (See Travers Tree Service Inc. proposal, attached.)

Based on Mr. Hassoldt's demonstrated effort, City staff recommends that the City Council open the public hearing, consider all testimony, and continue it to the City Council's regular meeting on Wednesday, May 28, 2019. This continuance will provide the Hassoldts with a sufficient amount of time to allow Travers Tree Service, Inc. to bring their property into compliance with Resolution No. 1196.

NOTIFICATION

Copies of this report have been sent to the property owners of 15 and 18 Portuguese Bend Road.

RECOMMENDATION

Open the public hearing, consider all testimony, and continue the item to the City Council's regular meeting on Wednesday, May 28, 2019.

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RESOLUTION NO. 1196

A RESOLUTION OF THE ROLLING HILLS CITY COUNCIL DENYING THE APPEALS OF DR. AND MRS. STEPHEN NUCCION AND MR. AND MRS. WILLIAM HASSOLDT AND UPHOLDING THE DECISION OF THE COMMITTEE ON TREES AND VIEWS BY DECLARING THAT SPECIFIC TREES LOCATED ON THE PROPERTY AT 15 PORTUGUESE BEND ROAD HAVE CAUSED SIGNIFICANT IMPAIRMENT TO THE VIEW FROM THE PROPERTY LOCATED AT 18 PORTUGUESE BEND ROAD AND SETTING FORTH RESTORATIVE ACTION TO ABATE THE IMPAIRMENT.

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

Section 1. The City's View Preservation Ordinance was enacted in June 1988. The ordinance established preservation of views to be of primary value to the community and created a process by which a property owner could seek to restore a view obstructed by landscaping.

In March 2013, the Rolling Hills electorate passed an initiative entitled Measure B amending the 1988 View Preservation Ordinance. The principal effect of Measure B was to shift the application of the Ordinance from protecting views that are *capable* of being enjoyed from a property to views that were *actually* enjoyed from a property when the property owner first acquired the property. In particular, the initiative amended the View Preservation Ordinance as follows:

- Protecting only those views which existed when the current property owner acquired ownership of the property;
- Limiting the protection of the ordinance to views obstructed by "maturing" vegetation (thereby excluding views obstructed by trees that were "mature" at the time of the property acquisition); and
- Restoring views from "view corridors," and "views through trees."

Section 2. On April 24, 2014, Dr. and Mrs. Stephen Nuccion, the owners of the property located at 18 Portuguese Bend Road ("Nuccions"), filed a View Impairment Complaint ("Complaint") regarding the trees located at 15 Portuguese Bend Road, a property owned by Mr. and Mrs. William Hassoldt ("Hassoldts"). The Complaint alleged that at the time the Nuccions purchased their property in April of 2009 they enjoyed a panoramic view of the Santa Monica Mountains, Mount Baldy and the City lights to the north of Rolling Hills, and that since 2012 the Hassoldts had failed to maintain the trees located upon their property such that the view from 18 Portuguese Bend Road was significantly impaired. Pursuant to the Complaint, the Nuccions requested that their view be restored to the condition that it was in during April of 2009.

Pursuant to Rolling Hills Municipal Code 17.26.040(B), the Complaint was referred to a mediator and both parties engaged in mediation; the mediation was unsuccessful. The Nuccions thereafter applied to the City's Committee on Trees and Views ("CTV") in order to resolve the Complaint. By the end of December 2014, City staff had informed the Nuccions that their application was incomplete and requested additional information; this information was not provided to the City until February 4, 2015.

After several postponements, duly noticed public hearings (per Rolling Hills Municipal Code Sections 17.26.040(C) and 17.26.050(A)-(B)) were conducted before the CTV on March 17, 2015, April 21, 2015, May 14, 2015, July 7, 2015, July 21, 2015 and September 22, 2015. Additionally, the CTV attended a duly noticed field trip to both the 15 and 18 Portuguese Bend Road properties on April 21, 2015. At each of the aforementioned meetings, evidence was received from all persons interested in the matter and from members of City staff. The CTV reviewed, analyzed and studied the evidence submitted.

At its July 7, 2015 meeting, the CTV determined that it did not have sufficient evidence to determine whether the trees located at 15 Portuguese Bend Road that are the subject of this Complaint ("Obstructing Trees") were mature in April of 2009 and directed the City to retain a certified arborist to provide an opinion as to the maturity of the Obstructing Trees. The City conducted a request for proposals and selected David de la Torre as the independent arborist. Mr. De La Torre concluded that of the 11 trees at issue, only two (trees #4A and #7) were not mature in 2009 and would therefore be eligible for remediation under Measure B. Notwithstanding the report of Mr. De La Torre, the historical photographs in *ROLLING HILLS The Early Years*, by A.E. Hanson (1978), in addition to other

substantial evidence in the record, indicated that of the 11 Obstructing Trees, only trees #9 and #9A were mature when the Nuccions acquired their property in 2009, thereby rendering the remaining nine (9) Obstructing Trees eligible for remediation under Measure B. Ultimately, the CTV found that: (1) a view (as defined in the Municipal Code) existed from 18 Portuguese Bend Road when the Nuccions acquired the property in 2009; (2) the view from the Nuccions' property is significantly impaired because 11 trees located at 15 Portuguese Bend Road impair the view of the City lights from the Designated Viewing Areas; and (3) restorative action on the nine (9) Obstructing Trees is necessary to abate the view impairment by creating view corridors and views through the trees. To this effect, the CTV adopted Resolution No. 2015-03-CTV on October 7, 2015.

On October 27, 2015, the Hassoldts filed an appeal of the CTV's decision to the City Council contesting the CTV's determination that the nine (9) Obstructing Trees were not mature in 2009. Specifically, in their appeal the Hassoldts asserted that: (1) the Nuccions have not established by clear and convincing evidence, or at all, the existence of a protected view over 15 Portuguese Bend Road; (2) there was no view from 18 Portuguese Bend Road prior to April 2009; and (3) each of the trees subject to the Nuccions' complaint are exempt because they were mature on April 22, 2009. Also on October 27, 2015, the Nuccions filed an appeal of the CTV's decision to the City Council contesting the CTV's determination that trees #9 and #9A were mature in 2009 and ineligible for remediation under Measure B; a determination that the Nuccions claim arose out of the CTV's unsupported and unsubstantiated decision to reject one arborist's report over another. Both appeals were timely filed pursuant to Rolling Hills Municipal Code section 17.26.050(G) and the provisions of Chapter 17.54.

At the November 23, 2015 City Council meeting, City staff provided an overview of the case and the evidence for the Council's consideration. Thereafter, the Council heard public testimony and concluded the meeting by scheduling a field trip to both properties which, after several postponements, was held on March 21, 2016. At the field trip, the City Council determined that the Nuccions had a view (as defined by Rolling Hills Municipal Code section 17.12.220), which could be observed from the living room at the north side of the residence and a patio/pool deck area immediately adjacent thereto along the northern side of the residence.

At the April 25, 2016 City Council meeting, the Council was provided with aerial photographs of both properties, a list of the Obstructing Trees, tree measurements and calculations extrapolating the age of the Obstructing Trees and their heights in 2010 (provided by Mr. Howard Weinberg, attorney for the Nuccions), a photometric analysis to determine the height of the trees in 2010 (prepared by Ms. Anastasia Kostjuk, a 3D Engineer, on behalf of the Nuccions), and a declaration provided by Mr. Brandon Gill (an arborist hired on behalf of the Nuccions). The Council also heard testimony from Mr. Ruben Green, a Registered Consulting Arborist (hired by the Hassoldts); Mrs. Diana Nuccion; Mr. Howard Weinberg; and Mr. Hal Light with regard to the maturity of the Obstructing Trees. At the conclusion of the public hearing, and after considerable deliberation, the City Council concluded on the basis of the evidence that the Nuccions had a view when they acquired their property; that only two of the Obstructing Trees were mature in 2009. The City Council then directed staff to return with a resolution declaring that the view from 18 Portuguese Bend Road is significantly impaired by the nine identified immature trees located on 15 Portuguese Bend Road, and setting forth restorative action to abate the impairment.

In the course of implementing that direction, the City Attorney and staff determined that it would be beneficial to introduce an intermediate step in the process in order to assure that the findings placed into the resolution were consistent with the Council's direction and with the requirements of the applicable provisions of the Municipal Code. Consequently, in anticipation of the June 13, 2016 City Council meeting, staff prepared a report outlining all of the evidence presented to date relating to the extent of the view which existed from the Nuccions' property in April of 2009 and presented three options for the City Council to consider: (1) review the evidence supporting the existence of a view in 2009 and reaffirm its direction from April 25, 2016 and direct staff to return with a resolution upholding the CTV's October 7, 2015 decision; (2) re-open the public hearing after public notice and schedule another hearing; or (3) provide alternative direction to staff. During the course of the June 13, 2016 meeting, the Nuccions proffered additional evidence which had not been submitted during the hearing. This supplementary eleventh-hour evidence demonstrated to the Council that additional evidence existed which the parties had not previously presented to the Council for its consideration; therefore, in an effort to ensure that the entire universe of evidence was adequately being considered, the Council moved to reopen the public hearing for the limited purpose of considering the issue of whether a view existed at the time the Nuccions acquired their property. The Council further instructed the Nuccions to submit digital copies (including the metadata) of all photographs that had been submitted in support of the view impairment complaint, and instructed both parties to submit any and all additional evidence for the Council's consideration.

Section 3. On October 24, 2016, the City Council held a duly noticed public hearing (Rolling Hills Municipal Code Sections 17.26.040(C) and 17.26.050(A)-(B)) to conclusively determine the extent of the Nuccions' view as it existed in April of 2009. Evidence was presented by all interested persons, including the Complainants; the October 15, 2015 declaration of Mr. Martin Jimenez; email exchanges between the Hassoldts and the Nuccions; the photographs received by the City on April 25, 2016; the arborist reports of Mr. Dane Shota, Mr. William McKinley, and Mr. David De la Torre; the photometric analysis prepared by Ms. Anastasia Kostiuk; the metadata of the photos submitted along with a summary of said photos, provided by Mr. Weinberg; correspondence submitted by Mr. Weinberg including the declarations of Stephen Nuccion, Diana Nuccion, Margaret Schmit, Suzanne Sussman, Keith Kelley, Karina Santana, Yasmine Ryan, Sean Cardenas, James C. Roberts III, and Lianne Koeberle; and correspondence submitted by Mr. Light, including the declaration of Mr. Ruben M. Green. The Council also heard testimony from Mr. Green, Mrs. Hassoldt, Mrs. Nuccion, Mr. Light, Mr. Weinberg and Dr. Nuccion. This evidence was fully considered by the City Council, whose findings are expressed in further detail below.

Section 4. The City Council finds as follows:

A. Pursuant to Rolling Hills Municipal Code section 17.26.090(3) the burden of proof to show that any view is impaired shall be upon the party claiming such impairment, and the standard shall be by "clear and convincing evidence." Evidence shall be weighted in the following order of priority: (1) photographs; (2) expert testimony; and lastly (3) other evidence, which may include testamentary evidence and any documentation (other than photographs).

B. Pursuant to Rolling Hills Municipal Code Section 17.26.050 D(3), a view as defined in Section 17.12.220 of the Municipal Code existed from 18 Portuguese Bend Road when the Nuccions acquired the property in 2009. The Council finds, pursuant to the March 21, 2016 field trip to the property located at 18 Portuguese Bend Road, that the viewing area from the Nuccions' property includes a living room at the north side of the residence and a patio/pool deck area immediately adjacent thereto along the northern side of the residence, from the standing perspective of an average height person ("Designated Viewing Areas").

C. The Nuccions provided numerous photographs of their view from the Designated Viewing Areas; four photographs bore handwritten dates claiming that the photographs were taken in either 2010 or 2011. The Council notes that the photographic evidence in this case is further complicated by the fact that the Nuccions had the opportunity to, and in fact did, arrange for the trimming of the trees on 15 Portuguese Bend Road prior to the date that the Hassoldts purchased their property in 2012. Pursuant to a recent request for the production of metadata, the earliest photograph submitted for the Council's consideration was taken during dusk on July 14, 2010; this image is dark and does not adequately/clearly depict the Offending Trees. For these reasons, none of the photographs submitted, including the July 14, 2010 photograph, conclusively establish the view as it existed in from the Nuccions' property in 2009.

D. In the absence of clear and convincing testamentary evidence provided by the experts and conclusive photographic evidence, the Council relied heavily upon the declarations of the parties and their witnesses to establish the scope of the view from 18 Portuguese Bend Road. The Council commented on the integrity of the declarants provided by the Nuccions, and found their declarations persuasive. Specifically, the Council found the declaration of Mr. Roberts (whose father sold 15 Portuguese Bend Road to the Hassoldts, and who was personally involved with the care of 15 Portuguese Bend Road from 2005-2011) to be particularly persuasive. Additionally, the Council concluded that the MLS listing from February 2008 established clear and convincing evidence that a view existed from 18 Portuguese Bend Road at or about the time the Nuccions purchased their property. The listing included a description of the view as follows: "Panoramic City Lights and partial ocean views... Pool and spa overlooking views." The Council finds persuasive the testimony provided that the Nuccions relied upon this statement in viewing the home and would not have purchased the home if it did not in fact have the views described in the 2008 MLS listing.

E. The only evidence presented by the Hassoldts to rebut the evidence provided by the Nuccions is a report by arborist Ruben Green, who concludes on the basis of historic aerial photographs of some of the Obstructing Trees dated 2008 that a view could not have existed from the Nuccion property in 2009. However, while the aerial photographs show the height and spread of the trees from above, they do not show how the trees affected the view from the Designated Viewing Area on the Nuccion property. Mr. Green argues from the aerial photographs that the Nuccions "could not" have had a view; however, the Council finds this testimony to be speculative because the photographs do not take into account the height differential and viewing angle from the Nuccion residence. Furthermore,

the Hassoldts did not provide any contrary declarations. The Council finds that the overwhelming testamentary evidence of persons who visited the property in 2009 outweighs the speculative conclusions derived from aerial photographs.

F. Pursuant to Rolling Hills Municipal Code Section 17.12.220 "View Impairment," Section 17.26.050(D)(3) and Section 17.26.090 (3), the Council finds that the Nuccions have shown by clear and convincing evidence that the view from the Nuccions' property is significantly impaired because 11 trees located at 15 Portuguese Bend Road significantly impair the view of the Santa Monica Mountains, Mount Baldy and the City lights from the Designated Viewing Areas. The Nuccions provided an aerial photograph of the Obstructing Trees located at 15 Portuguese Bend Road. The Obstructing Trees have been identified as Tree Number One through Tree Number 9A, looking in a northerly direction from the perspective of 18 Portuguese Bend Road. The aforementioned photograph is attached as Exhibit A to this Resolution.

G. Further, the Council finds that, while the photographic evidence submitted by the parties was not persuasive with regard to the maturity of the trees, the testamentary evidence provided, coupled with the time and diligence devoted to this issue by the CTV indicates that only two of the Obstructing Trees (#9 and #9A) were mature when the Nuccions acquired their property in 2009 and are therefore ineligible for remediation under Measure B. Therefore, because the remaining nine trees were not mature when the Nuccions acquired their property, the Council hereby orders restorative action set forth below.

H. Lastly, the Council determined that nine (9) of the Obstructing Trees were not mature and therefore subject to remediation under sections 17.26.010 and 17.26.090(2) of the Rolling Hills Municipal Code. On the issue of maturity, the Council considered the following evidence:

(1) The June 16, 2015 Consulting Arborist Report prepared by Mr. Dane Shota (retained by the Hassoldts). Mr. Shota observed the Obstructing Trees from the Hassoldts' property; he determined that any conclusions derived from the height of the trees would be inaccurate because the trees have been pruned/manipulated. Mr. Shota provided a list of 20 trees located on the Hassoldt property that he determined were mature; no explanation was provided for this determination. Lastly, Mr. Shota's report contained a statement that "[a] lot of the trees that are mature were planted in 1937;" it is unclear from Mr. Shota's report to whom this unsubstantiated statement is attributed. The CTV determined that the conclusions reached by Mr. Shota were inaccurate because there were virtually no trees in the City of Rolling Hills in 1937. The balancing of this evidence, and the determinations made by the CVT with regard to it, are confirmed by the City Council.

(2) The June 17, 2015 Certified Arborist Report prepared by Mr. William McKinley (retained by the Nuccions). Mr. McKinley concluded that all eleven of the Obstructing Trees were "actively growing" and therefore could not have been mature in 2009. Mr. McKinley based his conclusions on visual observations made of the Obstructing Trees from the Nuccions' pool deck area, and what he determined to be "cut lines" and evidence of trimming/regrowth. Based on historical photographic evidence (which depicted virtually no trees planted in the City in 1937 – other than a few olive trees), the CTV agreed with Mr. McKinley that nine of the Obstructing Trees could not have been mature; however, the CTV disagreed with Mr. McKinley's conclusion that the two olive trees planted on the Hassoldt property were maturing (as they had arguably been planted in the City around 1937). The balancing of this evidence, and the determinations made by the CVT with regard to it, are confirmed by the City Council.

(3) The September 2, 2015 Certified Arborist Report prepared by Mr. David De La Torre (retained by the City). Mr. De La Torre observed the Obstructing Trees from the Hassoldt property. Using a mathematical equation to determine the age of the trees, Mr. De La Torre explained how he determined their maturity. Mr. De La Torre determined that the average age of the Obstructing Trees was 62 years old (the oldest tree was 141, while the youngest was 15.) Based upon this information, Mr. De La Torre concluded that of the eleven Obstructing Trees, nine (9) were mature and only two (2) were maturing. Based on historical photographic evidence, the CTV disagreed with Mr. De La Torre that nine (9) of the Obstructing Trees were mature; virtually no trees had been planted in the City in 1937 (other than a few olive trees), therefore the nine (9) trees indicated by Mr. De La Torre could not have been mature in 2009. The CTV concluded that except for the two olive trees located on the Hassoldt property, the remaining nine trees were maturing and therefore subject to remediation. The balancing of this evidence, and the determinations made by the CVT with regard to it, are confirmed by the City Council.

(4) The August 28, 2015 Certified Arborist Report prepared by Mr. Kevin Eckert (retained by the Nuccions). Mr. Eckert concluded that all eleven of the Obstructing Trees were maturing; his conclusions were derived from the "2010/2011" photographs that had been submitted by the Nuccions and a "video stream" of the view from the Nuccions' pool deck area. Based on historical photographic evidence (which depicted virtually no trees planted in the City in 1937 – other than a few olive trees), the CTV agreed with Mr. Eckert that nine of the Obstructing Trees could not have been mature; however, the CTV disagreed with Mr. Eckert's conclusion that the two olive trees planted on the

Hassoldt property were maturing (as they had arguably been planted in the City around 1937). Furthermore, the Council had subsequently learned from the metadata presented as evidence in October, that the photographs relied upon by Mr. Eckert had actually been taken between 2011-2012; therefore the Council confirmed that the accuracy of the conclusions reached by Mr. Eckert were questionable.

(5) The April 16, 2016 and May 12, 2016 reports prepared by Ms. Anastasia Kostiuk (3D Engineer retained by the Nuccioni). Ms. Kostiuk was asked to review photographs provided to her by the Nuccioni, which she was told were taken in 2010; as well as aerial photographs of the Hassoldt property taken between 2008-2012. Ms. Kostiuk took these photographs and created 3D renderings of them, from these renderings she mathematically determined the height of each tree based on the length of the shadows they cast. The Council determined that the evidence provided by Ms. Kostiuk was inconclusive as it was later revealed that the dates of the photographs provided by the Nuccioni were not taken in 2010, but rather in 2011-2012. Furthermore, the data provided by Ms. Kostiuk revealed conflicting and fluctuating evidence related to the height of the trees over time.

(6) The February 2, 2016 and October 13, 2016 declarations of Mr. Ruben Green (certified arborist retained by the Hassoldts). Mr. Green conducted a site inspection at the Hassoldt property to supervise trimming that was being conducted. Mr. Green does not consider Ms. Kostiuk's method to be a reliable way to determine the maturity of the trees. Mr. Green provided his own aerial photographs from 2008 and 2011 to call into question the accuracy of the data Ms. Kostiuk relied upon; specifically, Mr. Green calls attention to the varying height of the utility pole and the evidence of topping in Ms. Kostiuk's photographs. However, the Council determined that in either declaration Mr. Green does not provide an opinion as to whether or not the trees were mature. Ultimately, the Council finds that the weight of the evidence supports a finding that nine (9) of the Obstructing Trees were not mature in 2009 and that restorative action on the nine (9) Obstructing Trees is necessary to abate the view impairment by creating view corridors and views through the trees.

I. Pursuant to Rolling Hills Municipal Code Section 17.26.050(E), the Council finds the restorative action set forth below in this Resolution is necessary to abate the view impairment by creating view corridors and views through trees, that the restorative action will not adversely affect the environment, and that the action will not unreasonably detract from the enjoyment or privacy of the property at 15 Portuguese Bend Road. While the record indicates that the Hassoldts trimmed unspecified trees in January or February of 2016, the Council nonetheless finds that the restorative action set forth in Section 5 of this Resolution remains appropriate.

J. The City reviewed the proposed restorative action's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines") and determined the proposed project to be exempt from environmental review pursuant to Section 15304 (Minor Alterations of Land) and Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines. The project is exempt because no trees will be removed. Instead, the Obstructing Trees will be cleaned out, shaped and trimmed and a substantial amount of the foliage will remain. No evidence was introduced to suggest that the restorative action will cause an adverse environmental impact. Thus, it can be said with certainty that there will be no environmental impact from the proposed actions.

Section 5. The Council orders the following restorative action pursuant to Rolling Hills Municipal Code Section 17.26.050(E):

A. Pursuant to Rolling Hills Municipal Code Section 17.26.060(A), within thirty (30) calendar days of adoption of this Resolution, the Nuccioni are hereby required to obtain and present to the Owners of 15 Portuguese Bend Road, a minimum of three (3) bids from licensed qualified contractors for the performance of the Initial Restorative Action set forth in this Resolution as well as a cash deposit in the amount of the lowest bid. The contractors must provide insurance which protects and indemnifies the City and the Nuccioni from damages attributable to negligence or wrongful performance of the work. Any such insurance shall be subject to the approval of the City.

B. Pursuant to Section 17.26.060(B), the Owners of 15 Portuguese Bend Road may select any licensed and qualified contractor to perform the Initial Restorative Action (defined below) (as long as the insurance requirement of the above paragraph is satisfied), but shall pay for any cost above the amount of the cash deposit. The work for the Initial Restorative Action shall be completed no later than February 14, 2017 or pursuant to an alternative schedule (but no later than March 1, 2017) if the selected contractor determines that the health of the trees would be compromised if the work is performed by February 14, 2017.

C. Subsequent maintenance of the subject vegetation shall be performed at the cost and expense of the owners of 15 Portuguese Bend Road. All vegetation subject to the restorative action described in this Resolution and any future planting, including replacement trees, shall be maintained so

that the view shown in the photograph to be taken by City staff or designee following the Initial Restorative Action, as detailed below, is preserved. The trees shall be maintained so as to not allow for future view impairments from the Designated Viewing Areas of 18 Portuguese Bend Road. Tree maintenance shall be done in the winter months (December – March) and shall be completed by March 1 of each year in which the work is to be done, as specified in paragraph F of this section of this Resolution.

D. An informational covenant shall be recorded against the title of 15 Portuguese Bend Road and shall run with the land, thereby giving notice of this Resolution to all future owners.

E. Initial Restorative Action shall be limited to the 9 Obstructing Trees as identified in the table below.

F. The Initial Restorative Action shall consist of the following:

TYPE OF TREE AND TREE #	LOCATION	ACTION	MAINTENANCE
1	Eucalyptus	NO ACTION	NO ACTION
2	Eucalyptus- along Roadway easement-front	Lace, shape & crown reduce to no higher than the current height of Palm Trees	Every two years
3	Washington Fan Palm- along N/E side of property	Remove the dead fronds	Every two years
3-A	Washington Fan Palm- along N/E side of property	Remove the dead fronds	Every two years
4	Eucalyptus & various volunteers- S/W corner of lot	Lower the canopy and trim to old cuts for city view	Every two years
4-A	Olive & various volunteers- S/W corner of lot	Lower the canopy and trim to old cuts for city view	Every two years
5	Eucalyptus- by garage	Reduce crown to a height of 46 feet above ground	Every two years
6	California Pepper- along front	Shape & reduce canopy to old cuts	Every two years
6-A	California Pepper- along front	Shape & reduce canopy to old cuts	Every two years
7	Olive Tree- along front; S/E corner	Shape, reduce crown and trim to old cuts for city view	Every two years
8	Acacia	NO ACTION	NO ACTION
9	Olive Tree- lawn area	NO ACTION	NO ACTION
9-A	Olive Tree- lawn area	NO ACTION	NO ACTION
TOTAL 9 Trees Subject to Initial Restorative Action			

The locations of the above listed trees are shown on the aerial photograph attached hereto as Exhibit A.

G. The actions described above shall be accomplished per ISA industry standards and best arborist practices, and the following definitions shall apply:

Crown Reduction: Height reduction to specified height by removing selective branches, deadwood, stems and foliage to reduce the height and spread of a tree.

Lace: Thin out thick areas of the canopy to expose the structure of dominant branches, clean out the crown, shaping and balancing the tree.

Section 6. Upon conclusion of the Initial Restorative Action, the Nuccions shall contact the City and the Hassoldts to schedule a site visit to 18 Portuguese Bend Road, during which City staff shall take photograph(s) from the Designated Viewing Areas to be attached as Exhibit B to this Resolution for the purpose of establishing the level of restorative action for future maintenance. The Hassoldts may attend this site visit as observers only.

Section 7. There shall be no restorative action required for the remainder of the trees on the property at 15 Portuguese Bend Road not listed in the Initial Restorative Action in this Resolution. However, trees on the property not included in this Resolution shall be maintained at current configuration and any new growth that extends into the view established by this Resolution shall be removed at the same time as the maintenance is conducted for the Obstructing Trees, at the sole expense of the Owners of 15 Portuguese Bend Road.


Section 8. The parties by mutual agreement, if they so desire, may modify the implementation action in this Resolution, as set forth in Rolling Hills Municipal Code Section 17.26.060(D). Any such mutual agreement shall be recorded.

Section 9. In the event that any party requests inspection of implementation of Resolution 1196 on grounds that the restorative action or maintenance is not compliant with this Resolution, the City may be required to incur substantial costs in investigating the complaint. Therefore, the City shall be entitled to recover its costs from a non-compliant party, for activities including, but not limited to, hiring independent consultants.

PASSED, APPROVED AND ADOPTED by Members of the City Council this 28th day of November 2016.


Bea Dieringer
Mayor

ATTEST:


Heidi Luce
City Clerk

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

The foregoing City Council Resolution No. 1196 entitled:

A RESOLUTION OF THE ROLLING HILLS CITY COUNCIL
DENYING THE APPEALS OF DR. AND MRS. STEPHEN NUCCION
AND MR. AND MRS. WILLIAM HASSOLDT, AND UPHOLDING
THE DECISION OF THE COMMITTEE ON TREES AND VIEWS BY
DECLARING THAT SPECIFIC TREES LOCATED ON THE
PROPERTY AT 15 PORTUGUESE BEND ROAD HAVE CAUSED
SIGNIFICANT VIEW IMPAIRMENT TO THE VIEW FROM THE
PROPERTY LOCATED AT 18 PORTUGUESE BEND ROAD AND
SETTING FORTH RESTORATIVE ACTION TO ABATE THE
IMPAIRMENT.

was approved and adopted at a meeting of the City Council on November 28, 2016 by the following roll
call vote:

AYES: Councilmembers Black, Mirsch, Pieper and Wilson.

NOES: Mayor Dieringer.

ABSENT: None.

ABSTAIN: None.



Heidi Luce
City Clerk

This decision is final and conclusive. Any action challenging this administrative order must be filed
with a court of law within the time limits set forth in section 1094.6 of the California Code of Civil
Procedure.

EXHIBIT A

Back

440

9A

3A

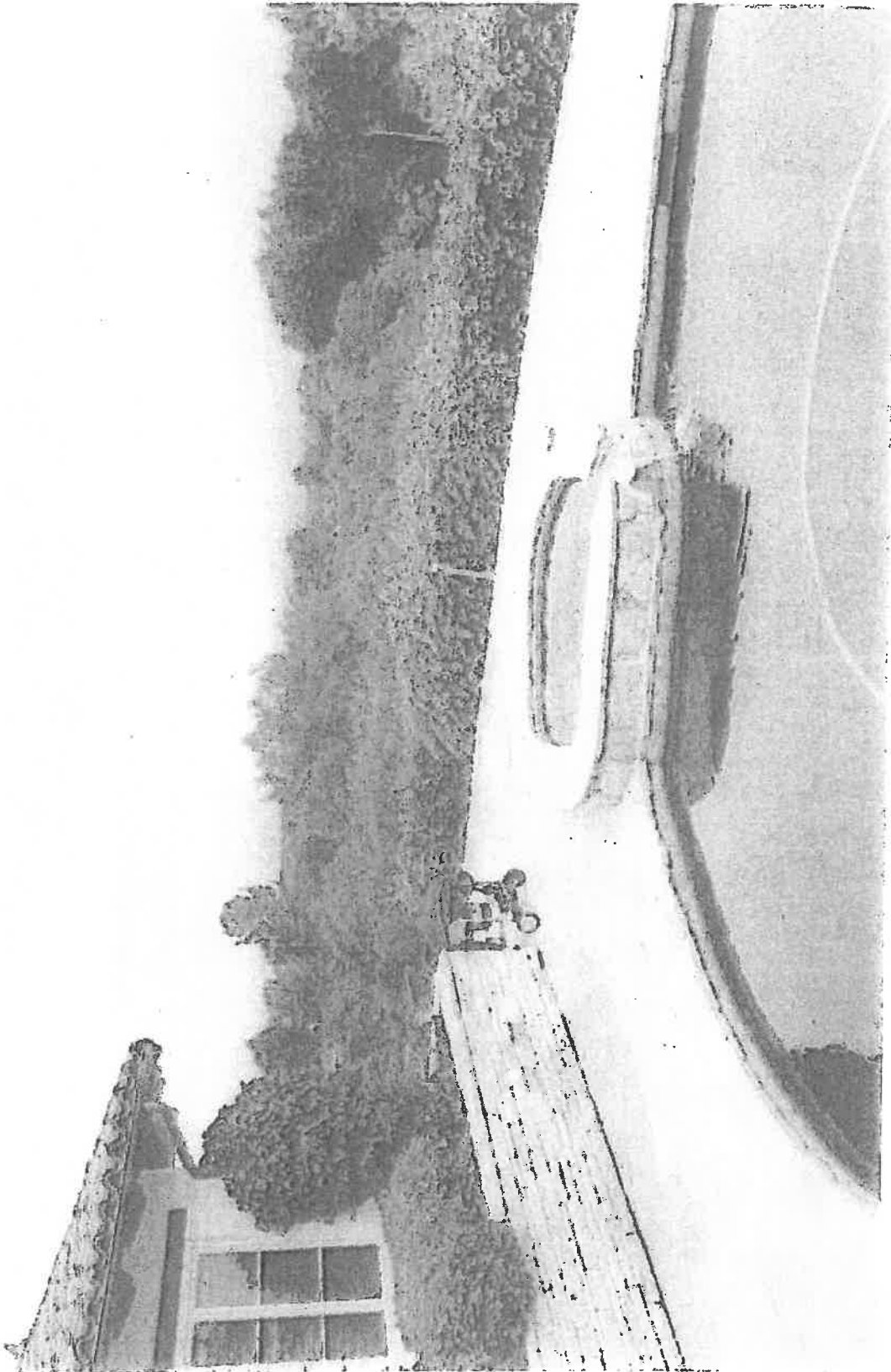
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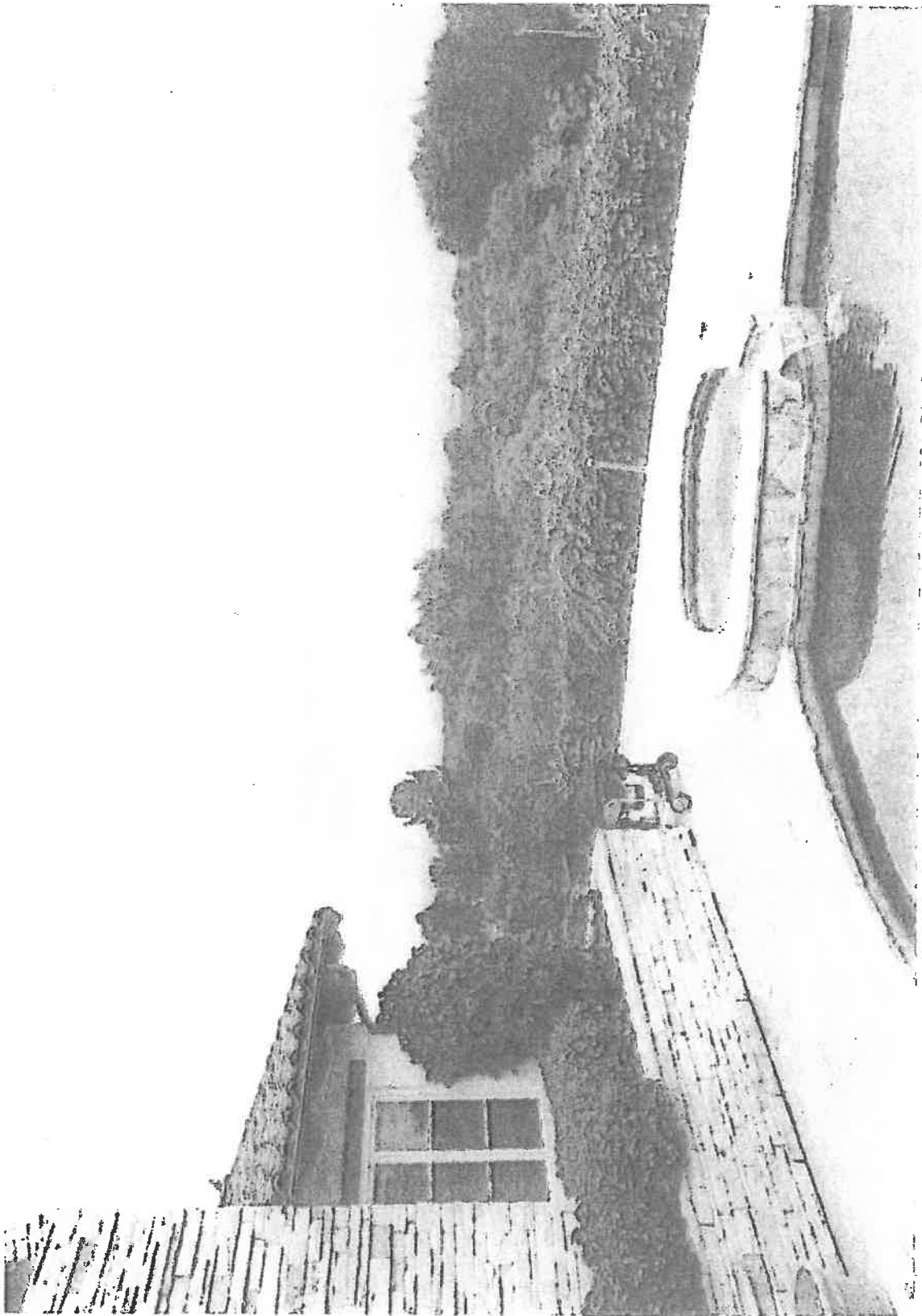
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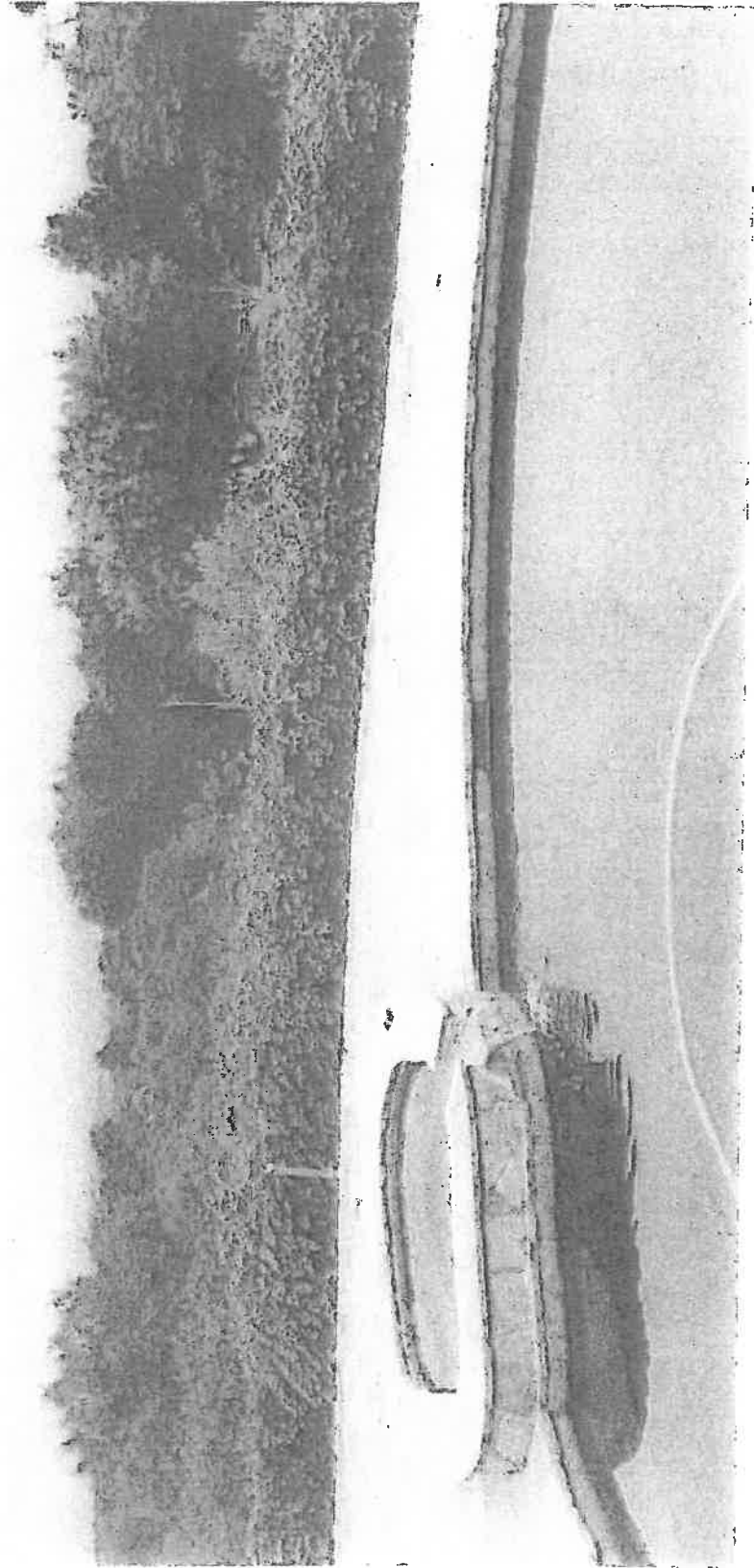
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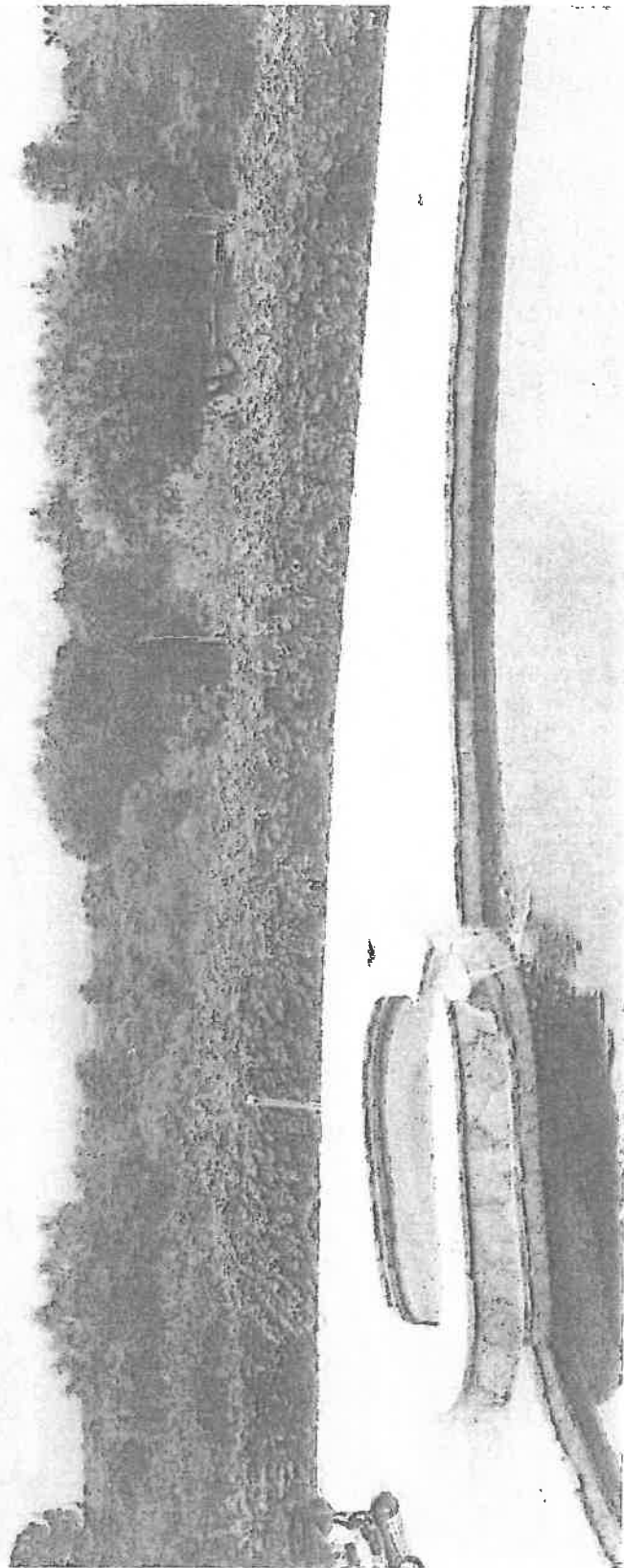
EXHIBIT B

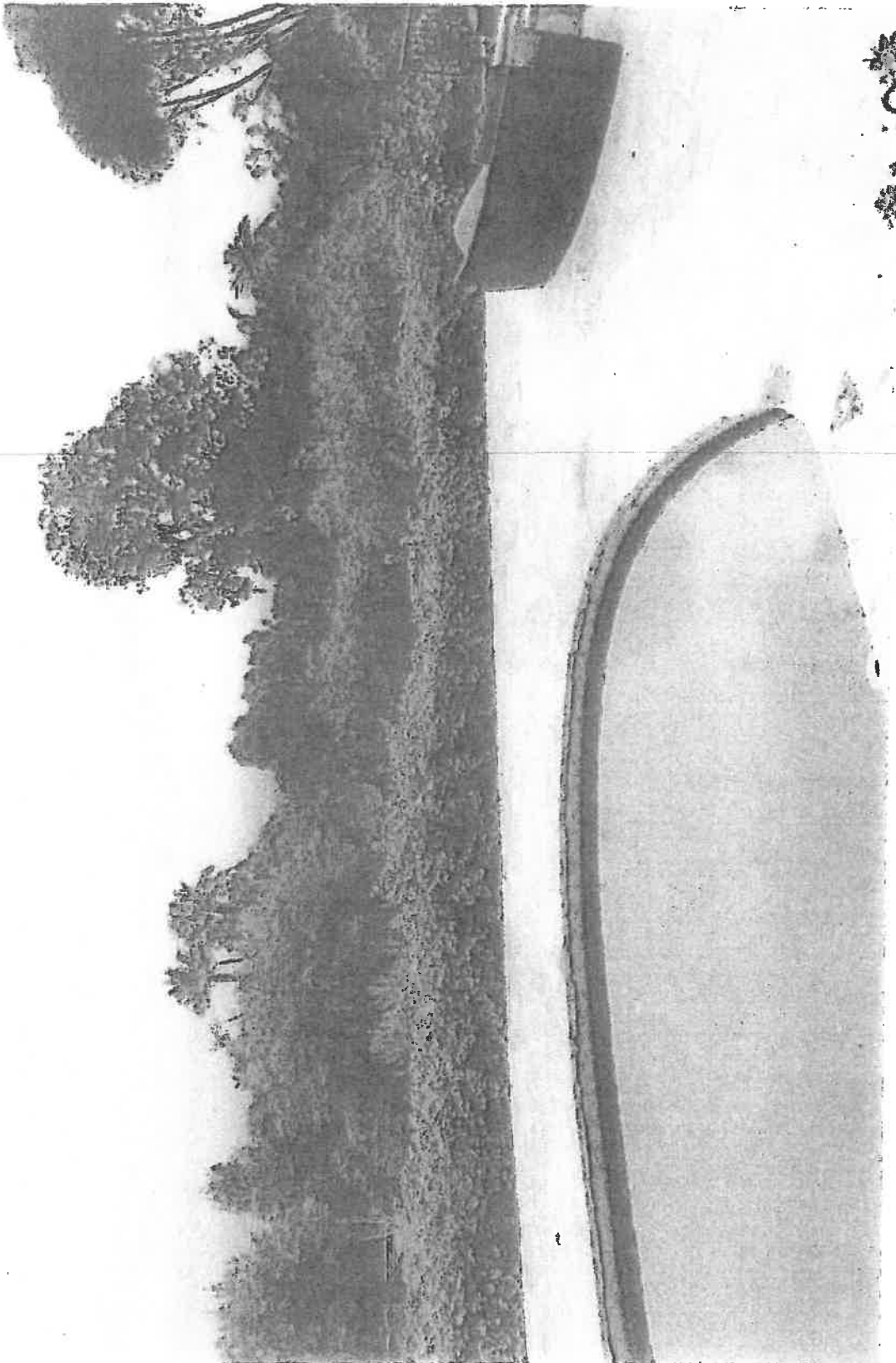


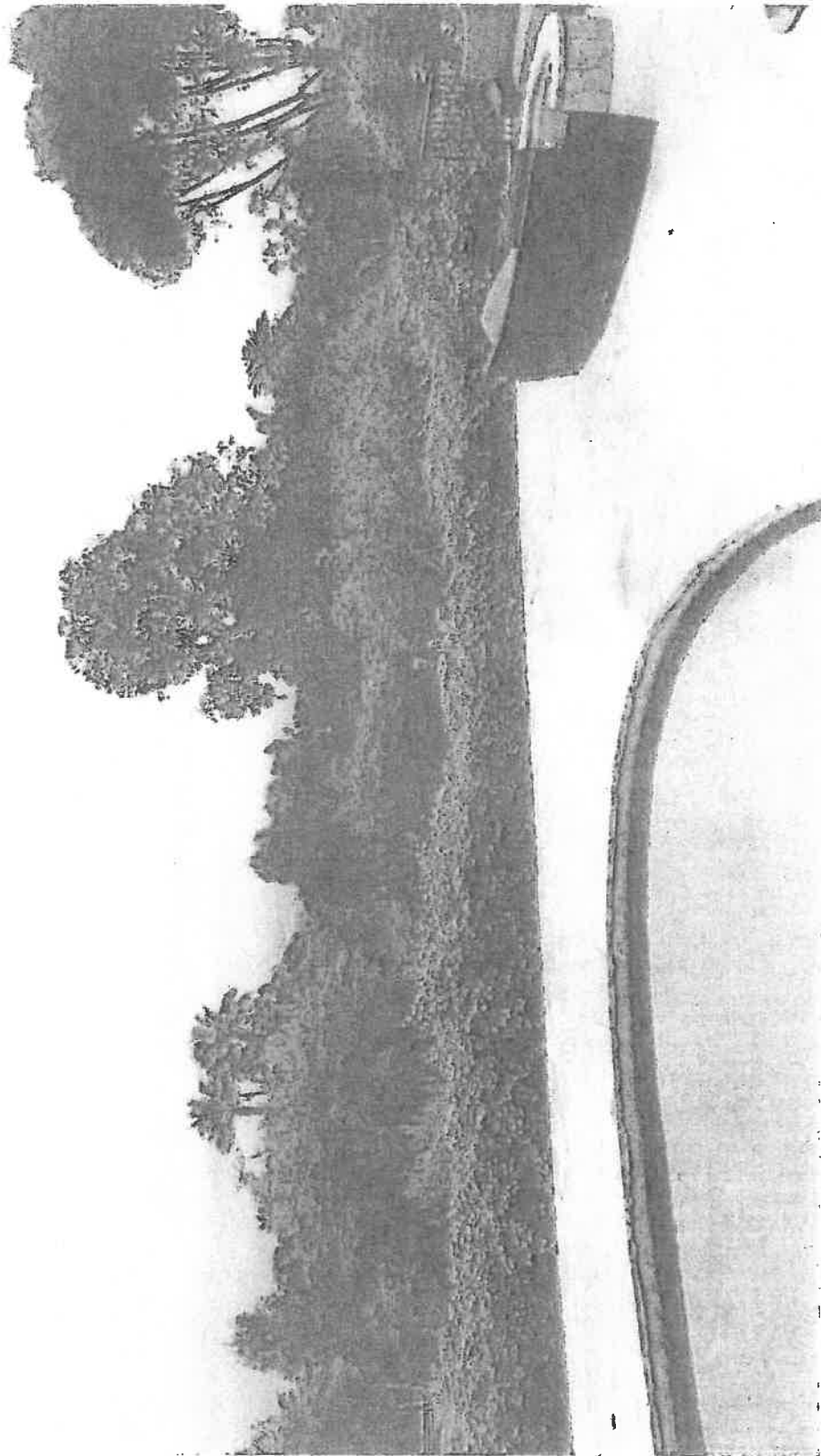


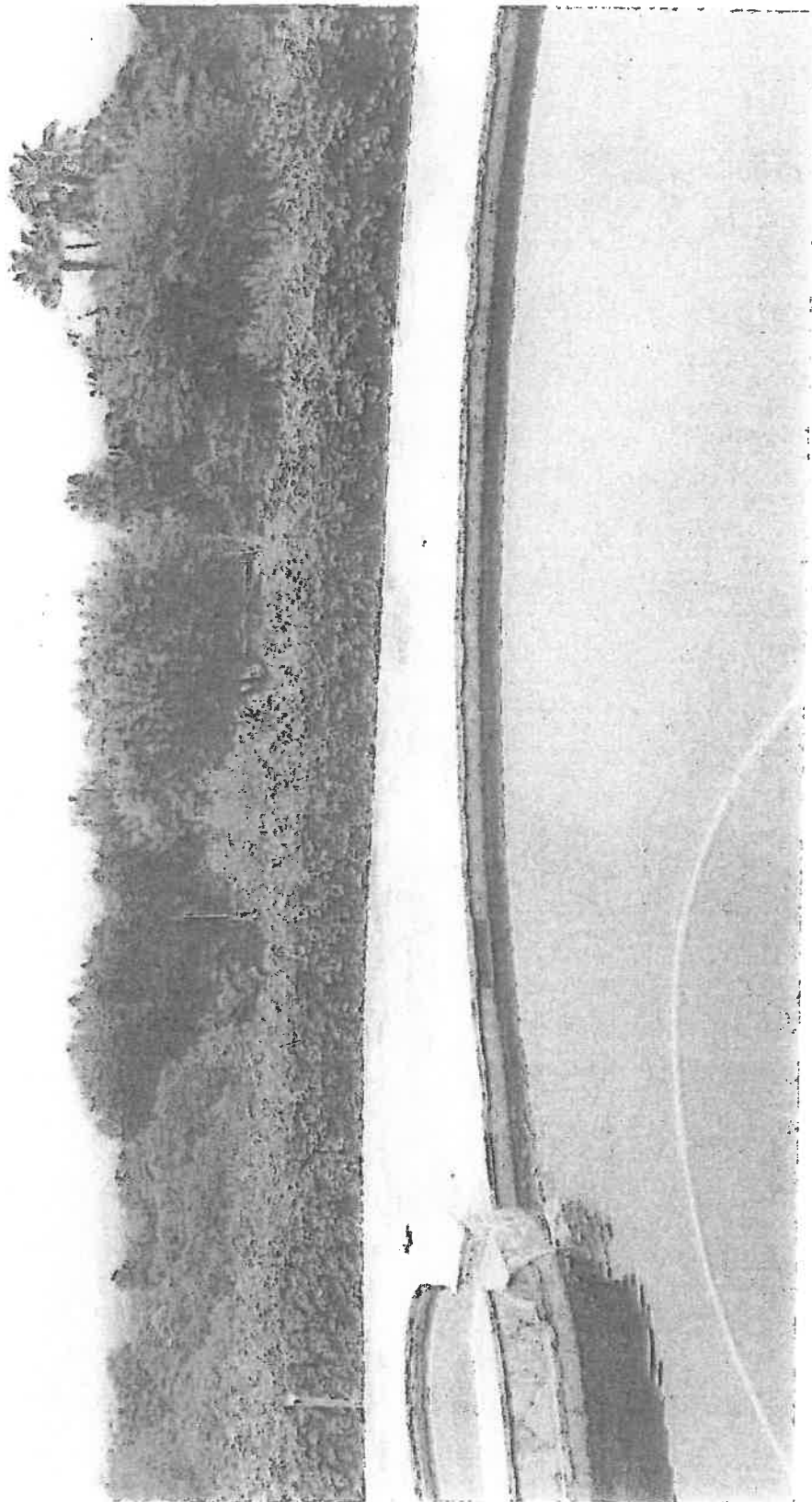


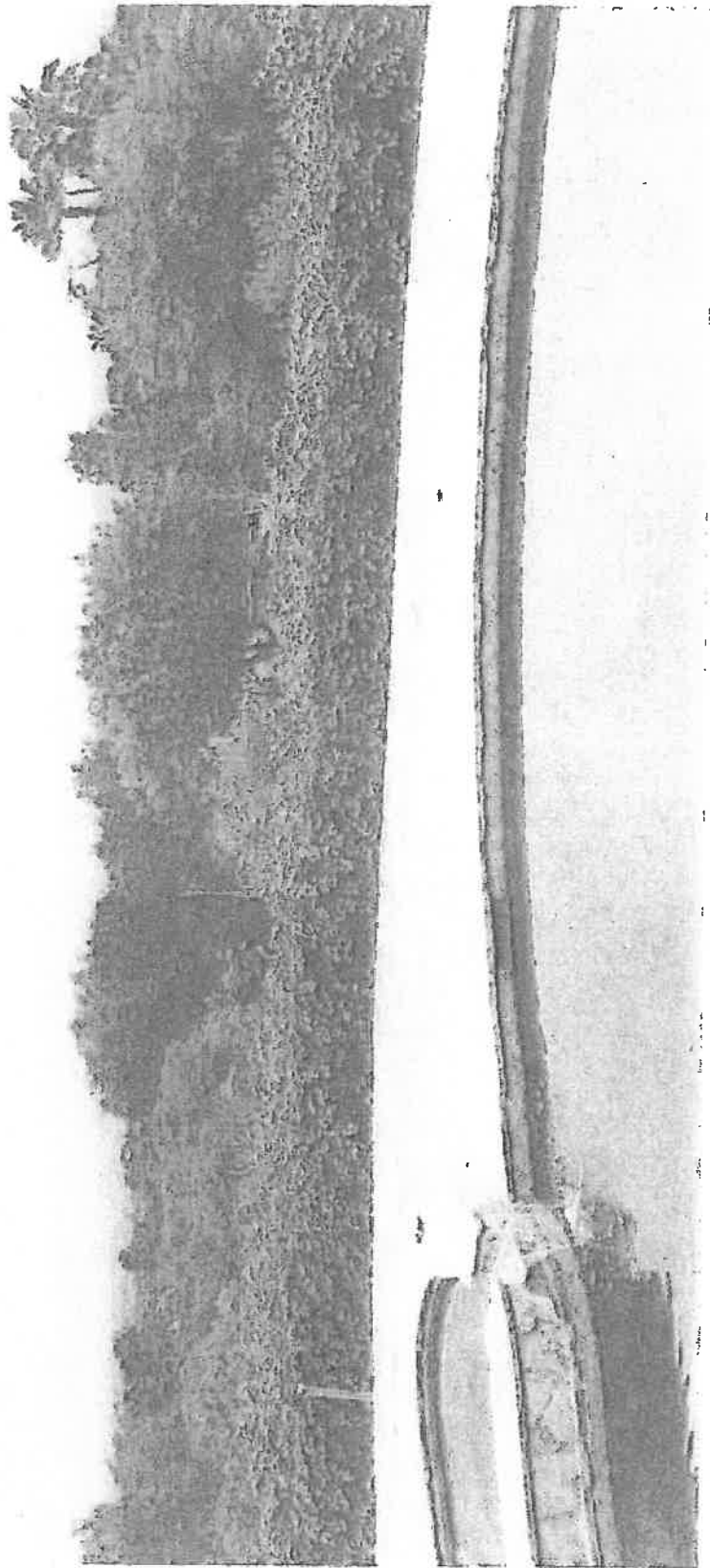


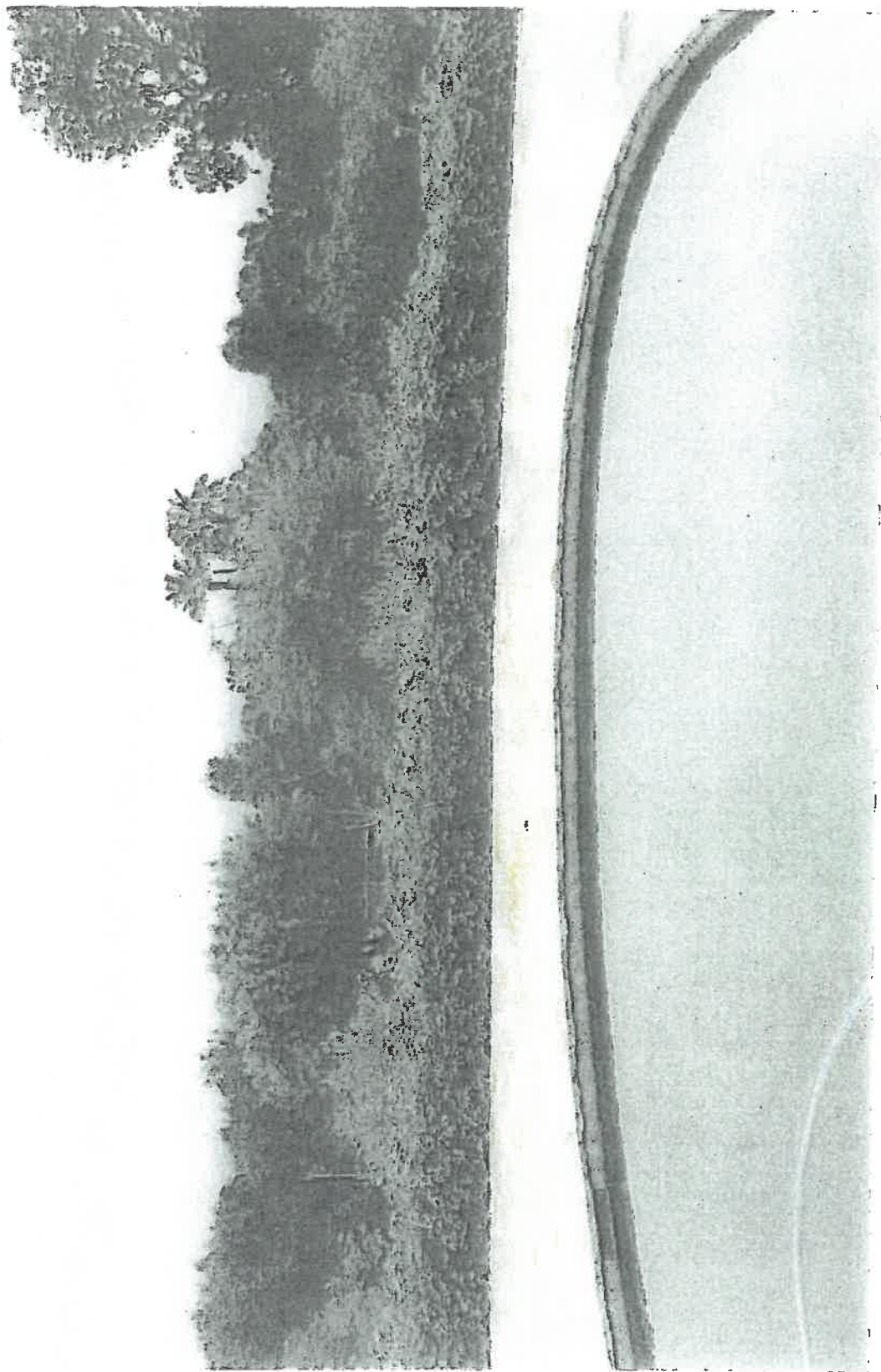


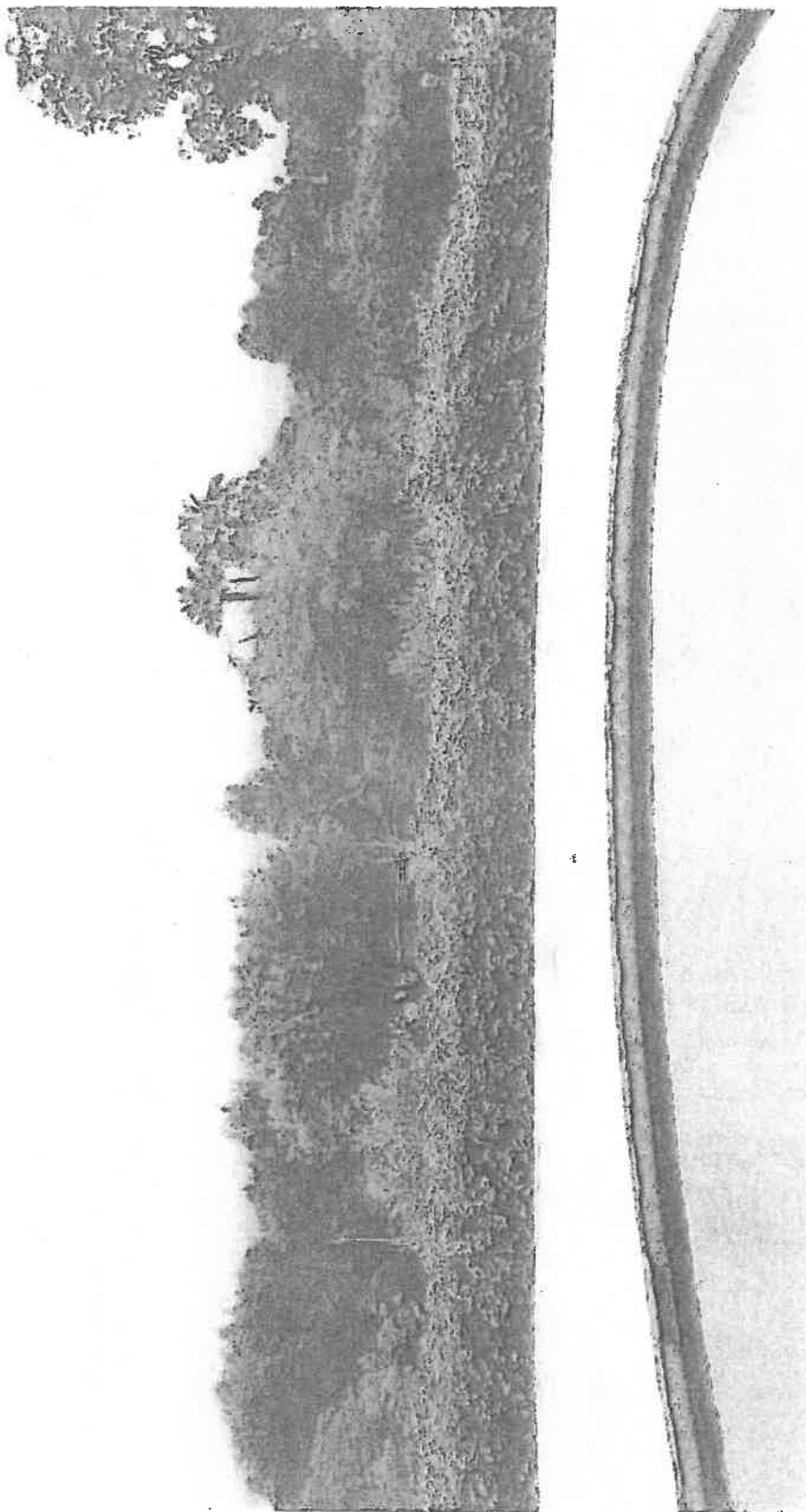














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City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

VIA CERTIFIED MAIL

March 29, 2019

Mr. and Mrs. William Hassoldt
10 Pine Tree Lane
Rolling Hills, California 90274

Subject: *15 Portuguese Bend Road - Non-compliance with Resolution No. 1196 and
Notice to Abate Nuisance*

Dear Mr. and Mrs. Hassoldt:

I am writing to follow up on my March 13, 2019 letter regarding your non-compliance with Resolution No. 1196 and to provide you with notice to abate the nuisance on your property, located at 15 Portuguese Bend Road, Rolling Hills, California 90274, by April 15, 2019.

As previously advised in my March 13, 2019 letter, Resolution No. 1196 requires you to take certain maintenance actions on identified trees on your property every two years beginning in 2017 by March 1. (Enclosed with this letter is a copy of my March 13, 2019 letter.) On Tuesday, March 5, 2019, City staff visited your neighbor's property located at 18 Portuguese Bend Road and took photographs from the Designated Viewing Area as described in Section 4(C) of Resolution No. 1196. In comparing the photographs (May 10, 2017 against March 5, 2019), it was determined that the actions outlined in Resolution No. 1196 were not performed by March 1. In my March 13, 2019 letter, the City advised you of your noncompliance with Resolution No. 1196 and ordered specific maintenance actions by March 28, 2019.

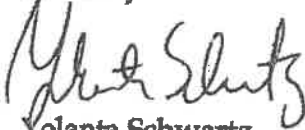
On March 29, 2019, City staff again visited 18 Portuguese Bend Road and took photographs from the Designated Viewing Area. (Enclosed with this letter are photographs from March 29, 2019.) City staff determined that the ordered maintenance actions were not performed. Pursuant to Rolling Hills Municipal Code Chapter 8.24, the City Manager has determined that your noncompliance with Resolution No. 1196, by your failure to take the ordered maintenance actions in the City's March 13, 2019 letter, has resulted in a nuisance on your property.

This letter serves to notify you of your responsibility to abate the nuisance within fifteen days from the date of this notice, or by April 15, 2019. If the nuisance is not abated or good-faith efforts towards abatement have not been made to the satisfaction of the City

Manager by April 15, 2019, a hearing will be held before the City Council to hear any protest by you or any other interested person. The hearing before the City Council to declare a nuisance and order abatement will be held on April 22, 2019 at 7:00 p.m. in City Council Chambers located at 2 Portuguese Bend Road, Rolling Hills, California 90274.

Please take the ordered maintenance actions in the City's March 13, 2019 letter by April 15, 2019. If you have any questions, please do not hesitate to call me at 310-377-1521.

Sincerely,



Yolanta Schwartz
Planning Director

cc: Elaine Jeng P.E., City Manager

Attachments:

Letter dated March 13, 2019, with attachments

March 29, 2019 photographs from Designated Viewing Area



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

COPY

March 13, 2019

Mr. and Mrs. William Hassoldt
10 Pine Tree Lane
Rolling Hills, CA 90274

**Subject: 15 Portuguese Bend Road, Rolling Hills, California 90274
Non-compliance with Resolution No. 1196**

Dear Mr. and Mrs. Hassoldt:

On February 28, 2019, the City of Rolling Hills received a complaint from Dr. and Mrs. Nuccion (18 Portuguese Bend Road) alleging that you have not complied with the actions identified in Resolution No. 1196 pertaining to the trees on your property. (Enclosed with this letter is a copy of the covenant recorded against your property with Resolution No. 1196.) Resolution No. 1196 requires maintenance of all of the trees on your property, including those identified for Initial Restorative Action, every two years beginning in 2017 by March 1. (See Resolution No. 1196, Sections 7 and 5(C).) It also requires you to bear the cost of such maintenance. (See Resolution No. 1196, Section 5(C).)

On Tuesday, March 5, 2019, City staff visited Dr. and Mrs. Nuccion's property at 18 Portuguese Bend Road and took photographs from the Designated Viewing Areas as described in Section 4(C) of Resolution No. 1196. To the extent possible, the photographs were taken from angles mimicking the angles of the photographs included as a part of Resolution No. 1196, Exhibit B.


In comparing the photographs (May 10, 2017 against March 5, 2019), the following observations were made:

- Tree #2 (Eucalyptus-along Roadway easement-front): it does not appear to have been laced, shaped or its crown reduced to the height of the nearby palm trees as they existed in 2017 on your property.
- Tree #4 (Eucalyptus & various volunteers-S/W corner of lot) and Tree 4A (Olive & various volunteers-S/W corner of lot): it does not appear that the canopies were lowered or trimmed based on appearance of city view.
- Tree #5 (Eucalyptus- by garage): it appears that its crown has not been reduced to 46 feet above ground, which was the 2017 height as set forth in Resolution No. 1196.

- Tree #6 (California Pepper-along front), Tree 6A (California Pepper-along front), and Tree 7 (Olive Tree-along front; S/E corner): please provide recent evidence of a work order requesting that the trees be shaped and their canopy reduced to the old cuts for city view for purposes of compliance with the 2019 maintenance obligation.
- Tree #3 (Washington Fan Palm-along N/E side of property) and Tree 3-A (Washington Fan Palm-along N/E side of property): the trees appear not to have any dead fronds. Therefore, no further action is required.

At a minimum, the maintenance actions outlined in Resolution No. 1196 were not performed as it relates to Tree #2 (Eucalyptus-along Roadway easement-front), Tree #4 (Eucalyptus & various volunteers-S/W corner of lot), Tree 4A (Olive & various volunteers-S/W corner of lot), and Tree #5 (Eucalyptus- by garage). Please trim the abovementioned trees in accordance with Resolution No. 1196 by March 28, 2019.

Sincerely,


Yolanta Schwartz
Planning Director

cc: Elaine Jeng P.E., City Manager

Enclosures:

Covenant with Resolution No. 1196

Addendum to Covenant

Pictures taken on March 5, 2019

Pictures taken on May 10, 2017

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ROLLING HILLS
PLANNING DEPARTMENT
2 PORTUGUESE BEND RD.
ROLLING HILLS, CA 90274

(310) 377-1521
(310) 377-7228 FAX



THIS FORM MUST BE PROPERLY ACKNOWLEDGED BEFORE RECORDATION.

← RECORDER'S USE ONLY

**INFORMATIONAL COVENANT IMPLEMENTING ORDER OF THE CITY OF ROLLING HILLS
CREATING A VIEW Covenants**

This Informational Covenant shall provide notice of a final decision of the City of Rolling Hills pertaining to restoration and preservation of a view impaired by vegetation located at 16 Portuguese Bend Road, City of Rolling Hills, County of Los Angeles, CA 90274 (Lot 78-RH) ("Property"), set forth in Resolution No. 1188, adopted by the City Council on November 28, 2016.

Resolution No. 1188, attached as Exhibit 1 hereto, reflects a final decision of the City pursuant to Chapter 17.26 of the Rolling Hills Municipal Code. The obligations set forth therein, including maintenance of the view reflected in the photograph(s) attached as Exhibits to Resolution No. 1188, shall run with the land and shall apply to and be binding upon the heirs, successors and assigns of the owner(s) of the Property and shall burden the Property for the benefit of the City, the public, and surrounding landowners. This covenant shall continue in effect unless released by the City Council of the City of Rolling Hills.

The owner(s) of the Property, WILLIAM AND JUDITH HASSOLDT shall expressly make the terms of Resolution No. 1188 a part of any deed or other instrument conveying any interest in the Property. Failure to comply with Resolution No. 1188 shall constitute a misdemeanor and a public nuisance, and may be subject to criminal or civil enforcement pursuant to Section 17.26.070 of the Rolling Hills Municipal Code. No consent, waiver, approval or authorization is required from any person or entity in connection with the execution and delivery of this covenant or the obligations set forth in Resolution No. 1188.

The City shall cause this covenant to be recorded against the title to the Property in the Official Records of the County of Los Angeles.

Attachments:

Exhibit 1 Resolution No. 1188

CITY OF ROLLING HILLS,
A California Municipal Corporation

By: Raymond Cruz
Raymond Cruz, City Manager

Name typed or printed

The following acknowledgment must be completed by a notary public or other official pursuant to California Civil Code Sections 1181 and 1189.

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 5/11/17 before me, ANTHONY DAY (name), a
Notary Public (or insert title of officer), personally appeared

ANTHONY DAY
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: Anthony Day

Name of Notary or Officer: ANTHONY DAY

Date Commission Expires (if applicable): APR. 24, 2021

Commission No. (if applicable): 62177447



A RESOLUTION OF THE ROLLING HILLS CITY COUNCIL DENYING THE APPEALS OF DR. AND MRS. STEPHEN NUCCION AND MR. AND MRS. WILLIAM HASSOLDT AND UPHOLDING THE DECISION OF THE COMMITTEE ON TREES AND VIEWS BY DECLARING THAT SPECIFIC TREES LOCATED ON THE PROPERTY AT 15 PORTUGUESE BEND ROAD HAVE CAUSED SIGNIFICANT IMPAIRMENT TO THE VIEW FROM THE PROPERTY LOCATED AT 18 PORTUGUESE BEND ROAD AND SETTING FORTH RESTORATIVE ACTION TO ABATE THE IMPAIRMENT.

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

Section 1. The City's View Preservation Ordinance was enacted in June 1988. The ordinance established preservation of views in the community and created a process by which a property owner could seek to restore a view obstructed by landscaping.

In March 2013, the Rolling Hills Council passed an initiative entitled Measure B amending the 1988 View Preservation Ordinance. The principal effect of Measure B was to shift the application of the Ordinance from protecting views that are capable of being enjoyed from a property to views that were actually enjoyed from a property when the property owner first acquired the property. In particular, the initiative amended the View Restoration Ordinance as follows:

- 1. Permitting only those views which existed when the current property owner acquired ownership of the property;
- 2. Limiting the protection of the ordinance to views obstructed by "maturing" vegetation (hereby excluding views obstructed by trees that were "mature" at the time of the property acquisition); and
- 3. Restoring views from "view corridors," and "views through trees."

Section 2. On April 24, 2014, Dr. and Mrs. Stephen Nuccio, the owners of the property located at 18 Portuguese Bend Road ("Nuccions"), filed a View Impairment Complaint ("Complaint") regarding the trees located at 15 Portuguese Bend Road, a property owned by Mr. and Mrs. William Hassoldt ("Hassoldts"). The Complaint alleged that at the time the Nuccions purchased their property in April of 2009 they enjoyed a panoramic view of the Santa Monica Mountains, Mount Baldy, and the City lights to the north of Rolling Hills, and that since 2012 the Hassoldts had failed to maintain the trees located upon their property such that the view from 18 Portuguese Bend Road was significantly impaired. Pursuant to the Complaint, the Nuccions requested that their view be returned to the condition that it was in during April of 2009.

Pursuant to Rolling Hills Municipal Code 17.26.04(BB), the Complaint was referred to a mediator and both parties engaged in mediation; the mediation was unsuccessful. The Nuccions thereafter applied to the City's Committee on Trees and Views ("CTV") in order to resolve the Complaint. By the end of December 2014, City staff had informed the Nuccions that their application was incomplete and requested additional information; this information was not provided to the City until February 4, 2015.

After several postponements, City noticed public hearings (per Rolling Hills Municipal Code Sections 17.26.04(C) and 17.26.05B(A)-(B)) were conducted before the CTV on March 17, 2015, April 21, 2015, May 14, 2015, July 7, 2015, July 21, 2015 and September 22, 2015. Additionally, the CTV conducted a duly noticed field trip to both the 15 and 18 Portuguese Bend Road properties on April 21, 2015. At each of the aforementioned meetings, evidence was received from all persons interested in the matter and from members of City staff. The CTV reviewed, analyzed and studied the evidence submitted.

At its July 7, 2015 meeting, the CTV determined that it did not have sufficient evidence to determine whether the trees located at 15 Portuguese Bend Road that are the subject of this Complaint ("Obstructing Trees") were mature in April of 2009 and directed the City to retain a certified arborist to provide an opinion as to the maturity of the Obstructing Trees. The City conducted a request for proposals and selected David de la Torre as the independent arborist. Mr. De La Torre concluded that of the 11 trees at issue, only two (trees #4A and #7) were not mature in 2009 and would therefore be eligible for restoration under Measure B. Notwithstanding the report of Mr. De La Torre, the historical photographs in ROLLING HILLS The Early Years, by A.E. Hanson (1978), in addition to other

substantial evidence in the record, indicated that of the 11 Obstructing Trees, only trees #9 and #9A were mature when the Nuccione acquired their property in 2009, thereby rendering the remaining nine (9) Obstructing Trees eligible for remediation under Measure B. Ultimately, the CTV found that: (1) a view (as defined in the Municipal Code) existed from 18 Portuguese Bend Road when the Nuccione acquired the property in 2009; (2) the view from the Nuccione's property is significantly impaired because 11 trees located at 15 Portuguese Bend Road impair the view of the City lights from the Designated Viewing Areas; and (3) remedial action on the nine (9) Obstructing Trees is necessary to state the view impairment by creating view corridors and views through the trees. To this effect, the CTV adopted Resolution No. 2015-08-CTV on October 7, 2015.

On October 27, 2015, the Hueschler filed an appeal of the CTV's decision to the City Council contesting the CTV's determination that the nine (9) Obstructing Trees were not mature in 2009. Specifically, in their appeal the Hueschler asserted that: (1) the Nuccione have not established by clear and convincing evidence, or at all, the existence of a patented view over 15 Portuguese Bend Road; (2) there was no view from 18 Portuguese Bend Road prior to April 2009; and (3) each of the trees subject to the Nuccione's complaint are "mature" because they were mature on April 22, 2009. Also on October 27, 2015, the Nuccione filed an appeal of the CTV's decision to the City Council contesting the CTV's determination that trees #9 and #9A were mature in 2009 and ineligible for remediation under Measure B; its determination that the Nuccione claim arose out of the CTV's unsupported and unsubstantiated decision to reject an arbitrator's report over its objection. Both appeals were timely filed pursuant to Rolling Hills Municipal Code section 17.26.030(G) and the provisions of Chapter 17.34.

At the November 23, 2015 City Council meeting, City staff provided an overview of the case and the evidence for the Council's consideration. Thereafter, the Council heard public testimony and conducted the meeting by scheduling a field trip to both properties which, after obtaining permission, was held on March 21, 2016. At the field trip, the City Council determined that the Nuccione had a view (as defined by Rolling Hills Municipal Code section 17.12.220), which could be observed from the living room at the north side of the residence and a golfed deck area immediately adjacent thereto along the northern side of the residence.

At the April 25, 2016 City Council meeting, the Council was provided with aerial photographs of both properties, a list of the Obstructing Trees, tree measurements and calculations indicating the age of the Obstructing Trees and their height in 2010 (provided by Mr. Howard Weinstein, attorney for the Nuccione), a photometric analysis to determine the height of the trees in 2010 (prepared by Mr. Annepola Kozlinski, a 3D Engineer, on behalf of the Nuccione), and a declaration provided by Mr. Brandon Gill (an arborist hired on behalf of the Nuccione). The Council also heard testimony from Mr. Ruben Green, a Registered Consulting Arborist (hired by the Hueschler); Mrs. Diana Nuccione; Mr. Howard Weinstein; and Mr. Hal Light with regard to the quantity of the Obstructing Trees. At the conclusion of the public hearing, and after considerable deliberation, the City Council concluded on the basis of the evidence that the Nuccione had a view when they acquired their property; that only two of the Obstructing Trees were mature in 2009. The City Council then directed staff to return with a resolution declaring that the view from 18 Portuguese Bend Road is significantly impaired by the nine identified impinging trees located on 15 Portuguese Bend Road, and setting forth remedial action to state the impairment.

In the course of implementing that decision, the City Attorney and staff determined that it would be beneficial to introduce an intermediate step in the process in order to assure that the findings placed into the resolution were consistent with the Council's decision and with the requirements of the applicable provisions of the Municipal Code. Consequently, in anticipation of the June 13, 2016 City Council meeting, staff prepared a report outlining all of the evidence presented to date relating to the extent of the view which existed from the Nuccione's property in April of 2009 and presented three options for the City Council to consider: (1) review the evidence supporting the existence of a view in 2009 and reaffirm its decision from April 25, 2016 and direct staff to return with a resolution upholding the CTV's October 7, 2015 decision; (2) re-open the public hearing after public notice and schedule another hearing; or (3) provide alternative direction to staff. During the course of the June 13, 2016 meeting, the Nuccione presented additional evidence which had not been submitted during the hearing. This supplementary eleven-hour evidence demonstrated to the Council that additional evidence existed which the parties had not previously presented to the Council for its consideration; therefore, in an effort to ensure that the entire universe of evidence was appropriately being considered, the Council moved to reopen the public hearing for the limited purpose of considering the issue of whether a view existed at the time the Nuccione acquired their property. The Council further instructed the Nuccione to submit digital copies (including the metadata) of all photographs that had been submitted in support of the view impairment complaint, and instructed both parties to submit any and all additional evidence for the Council's consideration.

Section 3. On October 24, 2016, the City Council held a duly noticed public hearing (Rolling Hills Municipal Code Sections 17.26.040(C) and 17.26.050(A)-(D)) to conclusively determine the extent of the Nuccions' view as it existed in April of 2009. Evidence was presented by all interested parties, including the Councilmembers; the October 15, 2015 declaration of Mr. Martin Janssen; email exchanges between the Hammonds and the Nuccions; the photographs received by the City on April 25, 2016; the expert reports of Mr. Dana Stone, Mr. William McKinley, and Mr. David De la Torre; the photographic analysis prepared by Mr. Anastasia Kozlinski; the metadata of the photos submitted along with a summary of said photos, provided by Mr. Weinberg; correspondence submitted by Mr. Weinberg including the declarations of Stephen Nuccion, Diana Nuccion, Margaret Schmitt, Suzanne Suggsman, Keith Kelley, Erika Sussman, Yasmine Ryan, Sean Cardenas, James C. Roberts III, and Liangli Koochir; and correspondence submitted by Mr. Light, including the declaration of Mr. Eamon M. Green. The Council also heard testimony from Mr. Green, Mrs. Hammonds, Mrs. Nuccion, Mr. Light, Mr. Weinberg and Dr. Nuccion. This evidence was fully considered by the City Council, whose findings are explained in further detail below.

Section 4. The City Council finds as follows:

A. Pursuant to Rolling Hills Municipal Code section 17.26.050(3) the burden of proof to show that any view is impeded shall be upon the party claiming such impediment, and the standard shall be by "clear and convincing evidence." Evidence shall be weighed in the following order of priority: (1) photographs; (2) expert testimony; and lastly (3) other evidence, which may include testimony evidence and any documentation (other than photographs).

B. Pursuant to Rolling Hills Municipal Code Section 17.26.050 D(3), a view as defined in Section 17.12.220 of the Municipal Code existed from 15 Portuguese Bend Road which the Nuccions acquired the property in 2009. The Council finds, pursuant to the March 21, 2016 findings to the property located at 15 Portuguese Bend Road, that the viewing area from the Nuccions' property includes a living room at the north side of the residence and a patio/pool deck area immediately adjacent thereto along the northern side of the residence, from the standing perspective of an average height person ("Designated Viewing Areas").

C. The Nuccions provided numerous photographs of their view from the Designated Viewing Areas; four photographs have handwritten dates claiming that the photographs were taken in either 2010 or 2011. The Council notes that the photographic evidence in this case is further complicated by the fact that the Nuccions had the opportunity to, and in fact did, arrange for the taking of the views on 15 Portuguese Bend Road prior to the date that the Hammonds purchased their property in 2012. Pursuant to a recent request for the production of materials, the earliest photograph submitted for the Council's consideration was taken during dusk on July 14, 2010; this image is dark and does not adequately/clearly depict the Offending Trees. For these reasons, none of the photographs submitted, including the July 14, 2010 photograph, conclusively establish the view as it existed in from the Nuccions' property in 2009.

D. In the absence of clear and convincing testimony evidence provided by the experts and conclusive photographic evidence, the Council relied heavily upon the declarations of the parties and their witnesses to establish the scope of the view from 15 Portuguese Bend Road. The Council commented on the integrity of the declarations provided by the Nuccions, and found their declarations persuasive. Specifically, the Council found the declaration of Mr. Roberts (whose father sold 15 Portuguese Bend Road to the Hammonds, and who was personally involved with the care of 15 Portuguese Bend Road from 2005-2011) to be particularly persuasive. Additionally, the Council concluded that the MLS listing from February 2008 established clear and convincing evidence that a view existed from 15 Portuguese Bend Road at or about the time the Nuccions purchased their property. The listing included a description of the view as follows: "Panoramic City Lights and partial ocean views... Pool and spa overlooking views." The Council finds persuasive the testimony provided that the Nuccions relied upon this statement in viewing the home and would not have purchased the home if it did not in fact have the views described in the 2008 MLS listing.

E. The only evidence presented by the Hammonds to rebut the evidence provided by the Nuccions is a report by architect Robert Green, who concludes on the basis of historic aerial photographs of some of the Offending Trees dated 2008 that a view could not have existed from the Nuccion property in 2009. However, while the aerial photographs show the height and spread of the trees from above, they do not show how the trees affected the view from the Designated Viewing Area on the Nuccion property. Mr. Green argues from the aerial photographs that the Nuccions "could not" have had a view; however, the Council finds this testimony to be speculative because the photographs do not take into account the height differential and viewing angle from the Nuccion residence. Furthermore,

the Hespelids did not provide any contrary descriptions. The Council finds that the overwhelming testimonial evidence of persons who visited the property in 2009 outweighs the speculative conclusions derived from aerial photographs.

F. Pursuant to Rolling Hills Municipal Code Section 17.12.220 "View Impairment," Section 17.26.050(D)(3) and Section 17.26.050 (3), the Council finds that the Nucleons have shown by clear and convincing evidence that the view from the Nucleons' property is significantly impaired because 11 trees located at 15 Portuguese Bend Road significantly impair the view of the Santa Monica Mountains, Mount Baldy and the City lights from the Designated Viewing Area. The Nucleons provided no aerial photographs of the Obstructing Trees located at 15 Portuguese Bend Road. The Obstructing Trees have been identified as Tree Number One through Tree Number 9A, looking in a westerly direction from the perspective of 16 Portuguese Bend Road. The aforementioned photograph is attached as Exhibit A to this Resolution.

G. Further, the Council finds that, while the photographic evidence submitted by the parties was not persuasive with regard to the maturity of the trees, the testimonial evidence provided, accepted with due and diligence devoted to this issue by the CTV indicates that only two of the Obstructing Trees (#9 and #9A) were mature when the Nucleons acquired their property in 2009 and are therefore ineligible for removal under Minimum B. Therefore, because the remaining nine trees were not mature when the Nucleons acquired their property, the Council hereby orders affirmative action set forth below.

H. Lastly, the Council determined that nine (9) of the Obstructing Trees were not mature and therefore subject to removal under sections 17.26.010 and 17.26.050(2) of the Rolling Hills Municipal Code. On the issue of maturity, the Council considered the following evidence:

(1) The June 16, 2015 Certified Arbores Report prepared by Mr. Dave Stone (retained by the Hespelids). Mr. Stone observed the Obstructing Trees from the Hespelids' property; he determined that any conclusions drawn from the height of the trees would be inaccurate because the trees have been pruned/manipulated. Mr. Stone provided a list of 20 trees located on the Hespelids property that he determined were mature; no explanation was provided for this determination. Lastly, Mr. Stone's report contained a statement that "[a] lot of the trees that are mature were planted in 1937." It is unclear from Mr. Stone's report to whom this unidentified statement is attributed. The CTV determined that the conclusions reached by Mr. Stone were inaccurate because there were virtually no trees in the City of Rolling Hills in 1937. The balancing of this evidence, and the determinations made by the CTV with regard to it, are confirmed by the City Council.

(2) The June 17, 2015 Certified Arbores Report prepared by Mr. William McKinley (retained by the Nucleons). Mr. McKinley concluded that all eleven of the Obstructing Trees were "actively growing" and therefore could not have been mature in 2009. Mr. McKinley based his conclusions on visual observations made of the Obstructing Trees from the Nucleons' pool deck area, and that he determined to be "out line" and evidence of trimmings/pruning. Based on historical photographic evidence (which depicted virtually no trees planted in the City in 1937 - other than a few olive trees), the CTV agreed with Mr. McKinley that nine of the Obstructing Trees could not have been mature; however, the CTV disagreed with Mr. McKinley's conclusion that the two olive trees planted on the Hespelids property were mature (as they had arguably been planted in the City around 1937). The balancing of this evidence, and the determinations made by the CTV with regard to it, are confirmed by the City Council.

(3) The September 2, 2015 Certified Arbores Report prepared by Mr. David De La Torre (retained by the City). Mr. De La Torre observed the Obstructing Trees from the Hespelids property. Using a mathematical equation to determine the age of the trees, Mr. De La Torre explained how he determined their maturity. Mr. De La Torre determined that the average age of the Obstructing Trees was 62 years old (the oldest tree was 141, while the youngest was 15). Based upon this information, Mr. De La Torre concluded that of the eleven Obstructing Trees, nine (9) were mature and only two (2) were immature. Based on historical photographic evidence, the CTV disagreed with Mr. De La Torre that nine (9) of the Obstructing Trees were mature; virtually no trees had been planted in the City in 1937 (other than a few olive trees), therefore the nine (9) trees indicated by Mr. De La Torre could not have been mature in 2009. The CTV concluded that except for the two olive trees located on the Hespelids property, the remaining nine trees were immature and therefore subject to removal. The balancing of this evidence, and the determinations made by the CTV with regard to it, are confirmed by the City Council.

(4) The August 28, 2015 Certified Arbores Report prepared by Mr. Kevin Robert (retained by the Nucleons). Mr. Robert notified that all eleven of the Obstructing Trees were mature; his conclusions were derived from the "2010/2011" photographs that had been submitted by the Nucleons and a "video stream" of the view from the Nucleons' pool deck area. Based on historical photographic evidence (which depicted virtually no trees planted in the City in 1937 - other than a few olive trees), the CTV agreed with Mr. Robert that nine of the Obstructing Trees could not have been mature; however, the CTV disagreed with Mr. Robert's conclusion that the two olive trees planted on the

Hospital property were missing (as they had regularly been placed in the City around 1937). Furthermore, the Council had subsequently learned from the evidence presented as evidence in October, that the photographs relied upon by Mr. Robert had actually been taken between 2011-2012; therefore the Council confirmed that the accuracy of the conclusions reached by Mr. Robert were questionable.

(5) The April 16, 2016 and May 12, 2016 reports prepared by Mr. Vincent Kostick (3D Engineer retained by the Nuncione). Mr. Kostick was asked to review photographs provided to him by the Nuncione, which she was told were taken in 2010; as well as aerial photographs of the Hospital property taken between 2008-2012. Mr. Kostick took these photographs and created 3D renderings of them, from which renderings he mathematically determined the height of each tree based on the length of the shadows they cast. The Council determined that the evidence provided by Mr. Kostick was inconclusive as it was later revealed that the date of the photographs provided by the Nuncione was not taken in 2010, but rather in 2011-2012. Furthermore, the data provided by Mr. Kostick revealed conflicting and fluctuating evidence related to the height of the trees over time.

(6) The February 2, 2016 and October 13, 2016 declaration of Mr. Robin Green (certified arborist retained by the Hospital). Mr. Green conducted a site inspection at the Hospital property to determine whether that was being conducted. Mr. Green does not object to Mr. Kostick's method to be a suitable way to determine the maturity of the trees. Mr. Green provided his own aerial photographs from 2008 and 2011 to call into question the accuracy of the data Mr. Kostick relied upon; specifically, Mr. Green calls attention to the varying height of the utility poles and the evidence of topping in Mr. Kostick's photographs. However, the Council determined that in either direction Mr. Green does not provide an opinion as to whether or not the trees were mature. Ultimately, the Council finds that the weight of the evidence supports a finding that since (9) of the Obstructing Trees were not mature in 2009 and that mature trees exist on the site (9) Obstructing Trees it necessary to clear the view impairment by creating view corridors and views through the trees.

6. **Remedy to Rolling Hills Municipal Code Section 17.26.050(B).** The Council finds the restorative action set forth below in this Resolution is necessary to clear the view impairment by creating view corridors and views through trees, that the restorative action will not adversely affect the environment, and that the action will not unreasonably disrupt from the enjoyment or privacy of the property at 15 Portuguese Bend Road. While the record indicates that the Hospital trimmed unspecified trees in January or February of 2016, the Council nonetheless finds that the restorative action set forth in Section 5 of this Resolution is appropriate.

7. The City reviewed the proposed restorative action's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines") and determined the proposed project to be exempt from environmental review pursuant to Section 15304 (Class, Alteration of Land) and Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines. The project is exempt because no trees will be removed. Instead, the Obstructing Trees will be cleared out, shaped and trimmed and a substantial amount of the foliage will remain. No evidence was introduced to suggest that the restorative action will cause an adverse environmental impact. Thus, it can be said with certainty that there will be no environmental impact from the proposed action.

Section 5. The Council order the following restorative action pursuant to Rolling Hills Municipal Code Section 17.26.050(B):

A. Pursuant to Rolling Hills Municipal Code Section 17.26.050(A), within thirty (30) calendar days of adoption of this Resolution, the Nuncione are hereby required to obtain and present to the Owners of 15 Portuguese Bend Road, a minimum of three (3) bid item items for qualified contractors for the performance of the Initial Restorative Action set forth in this Resolution as well as a cash deposit in the amount of the lowest bid. The contractors must provide insurance which protects and indemnifies the City and the Nuncione from damages attributable to negligence or wrongful performance of the work. Any such insurance shall be subject to the approval of the City.

B. Pursuant to Section 17.26.050(B), the Owners of 15 Portuguese Bend Road may select any licensed and qualified contractor to perform the Initial Restorative Action (defined below) (as long as the insurance requirement of the above paragraph is satisfied), but shall pay for any cost above the amount of the cash deposit. The work for the Initial Restorative Action shall be completed no later than February 14, 2017 or pursuant to an alternative schedule (but no later than March 1, 2017) if the selected contractor determines that the health of the trees would be compromised if the work is performed by February 14, 2017.

C. Subsequent maintenance of the subject vegetation shall be performed at the cost and expense of the owners of 15 Portuguese Bend Road. All vegetation subject to the restorative action described in this Resolution and any future planting, including replacement trees, shall be maintained as

Resolution No. 1196

that the view shown in the photograph to be taken by City staff or designees following the Initial Restorative Action, as detailed below, is preserved. The trees shall be maintained so as to not allow for future view impediments from the Designated Viewing Areas of 18 Portuguese Bend Road. Tree maintenance shall be done in the winter months (December - March) and shall be completed by March 1 of each year in which the work is to be done, as specified in paragraph F of this section of this Resolution.

D. An informational covenant shall be recorded against the title of 15 Portuguese Bend Road and shall run with the land, thereby giving notice of this Resolution to all future owners.

E. Initial Restorative Action shall be limited to the 9 Obstructing Trees as identified in the table below.

F. The Initial Restorative Action shall consist of the following:

TYPE OF TREE AND TREE #	LOCATION	ACTION	MAINTENANCE
1	Eucalyptus	NO ACTION	NO ACTION
2	Eucalyptus - along roadway easement front	Trim, shape & remove canopy to no higher than the current height of Palm Trees	Every two years
3	Washington Fan Palm - along N/E side of property	Remove the dead fronds	Every two years
3-A	Washington Fan Palm - along N/E side of property	Remove the dead fronds	Every two years
4	Eucalyptus & various volunteers - S/W corner of lot	Lower the canopy and trim to old cuts for city view	Every two years
4-A	Olive & various volunteers - S/W corner of lot	Lower the canopy and trim to old cuts for city view	Every two years
5	Eucalyptus - by garage	Reduce crown to a height of 45 feet above ground	Every two years
6	California Pepper - along front	Shape & reduce canopy to old cuts	Every two years
6-A	California Pepper - along front	Shape & reduce canopy to old cuts	Every two years
7	Olive Tree - along front S/E corner	Shape, reduce crown and trim to old cuts for city view	Every two years
8	Acacia	NO ACTION	NO ACTION
9	Olive Tree - lawn area	NO ACTION	NO ACTION
9-A	Olive Tree - lawn area	NO ACTION	NO ACTION
TOTAL 9 Trees Subject to Initial Restorative Action			

The locations of the above listed trees are shown on the aerial photograph attached hereto as Exhibit A.

G. The actions described above shall be accomplished per ISA industry standards and best arborist practices, and the following definitions shall apply:

Crown Reduction: Height reduction to specified height by removing selective branches, deadwood, stems and foliage to reduce the height and spread of a tree.

Resolution No. 1196

-3-

Later, trim out thick areas of the canopy to expose the structure of dominant branches, clean out the crown, shaping and balancing the tree.

Section 6. Upon conclusion of the Initial Retentive Action, the Neighbors shall contact the City and the Homeowner to schedule a site visit to 15 Portuguese Bend Road, during which City staff shall take photograph(s) from the Designated Viewing Area to be attached as Exhibit B to this Resolution for the purpose of establishing the level of retentive action for future maintenance. The Homeowner may attend this site visit as observers only.

Section 7. There shall be no retentive action required for the remainder of the trees on the property at 15 Portuguese Bend Road not listed in the Initial Retentive Action in this Resolution. However, trees on the property not included in this Resolution shall be maintained at current configuration and any new growth that extends into the view established by this Resolution shall be removed at the same time as the maintenance is conducted for the Obstructing Trees, at the sole expense of the Owner of 15 Portuguese Bend Road.

Section 8. The parties by mutual agreement, if they so desire, may modify the implementation action in this Resolution, as set forth in Rolling Hills Municipal Code Section 17.26.630(D). Any such mutual agreement shall be recorded.

Section 9. In the event that any party requests inspection of implementation of Resolution 1196 on grounds that the retentive action or maintenance is not compliant with this Resolution, the City may be required to incur substantial costs in investigating the complaint. Therefore, the City shall be entitled to recover its costs from a non-compliant party, for activities including, but not limited to, hiring independent consultants.

PASSED, APPROVED AND ADOPTED by Members of the City Council this 28th day of November 2016.


Ben Dieringer
Mayor

ATTEST:


Heidi Dieringer
City Clerk

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

The foregoing City Council Resolution No. 1196 entitled:

A RESOLUTION OF THE ROLLING HILLS CITY COUNCIL
DENYING THE APPEALS OF DEL. AND MRS. STEPHEN NUGGION
AND MR. AND MRS. WILLIAM HASSOLDT, AND UPHOLDING
THE DECISION OF THE COMMITTEE ON TREES AND VIEWS BY
DECLARING THAT SPECIFIC TREES LOCATED ON THE
PROPERTY AT 15 PORTUGUESE BEND ROAD HAVE CAUSED
SIGNIFICANT VIEW IMPAIRMENT TO THE VIEW FROM THE
PROPERTY LOCATED AT 18 PORTUGUESE BEND ROAD AND
SETTING FORTH RESTORATIVE ACTION TO ABATE THE
IMPAIRMENT.

was approved and adopted at a meeting of the City Council on November 22, 2016 by the following roll
call vote:

AYES: Councilmembers Black, Mirch, Pieper and Wilson.

NOES: Mayor Binsinger.

ABSENT: None.

ABSTAIN: None.


Heidi Luce
City Clerk

This decision is final and conclusive. Any action challenging this administrative order must be filed
with a court of law within the time limits set forth in section 1094.6 of the California Code of Civil
Procedure.



EXHIBIT A

Resolution No. 1196

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Photo taken on May 16, 2017

EXHIBIT B



Resolution No. 1196

-10-

Photo taken on May 10, 2017

EXHIBIT B



Resolution No. 1196

-11-

Photo taken on May 10, 2017

EXHIBIT B

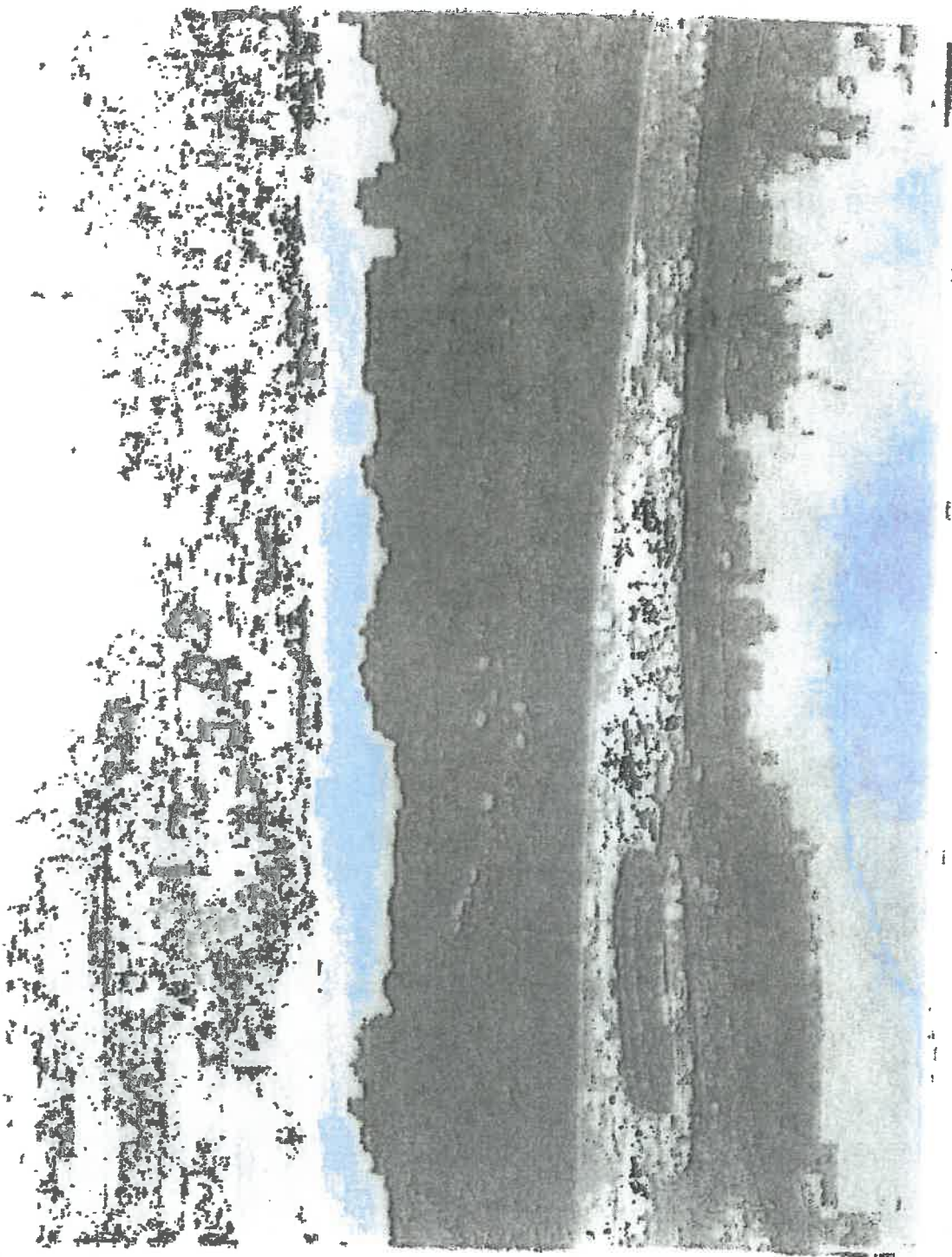


Resolution No. 1196

-12-

Photo taken on May 10, 2017

EXHIBIT B



Resolution No. 1196

-13-

Photo taken on May 10, 2017

EXHIBIT B



Resolution No. 1195

-14-

Photo taken on May 10, 2017

EXHIBIT B



Resolution No. 1196

-15-

Photo taken on May 10, 2017

EXHIBIT B

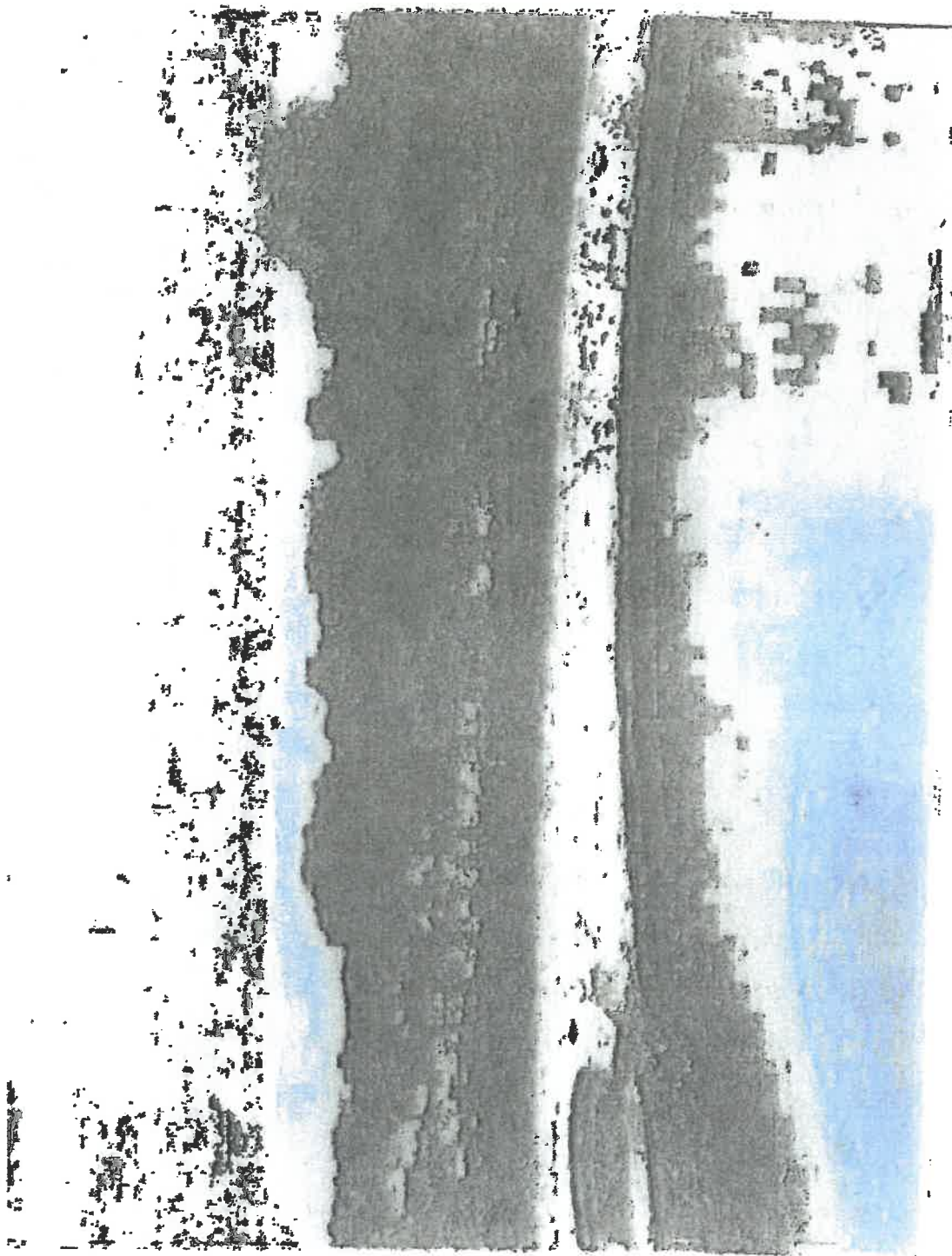


Resolution No. 1196

-16-

Photo taken on May 10, 2017

EXHIBIT B

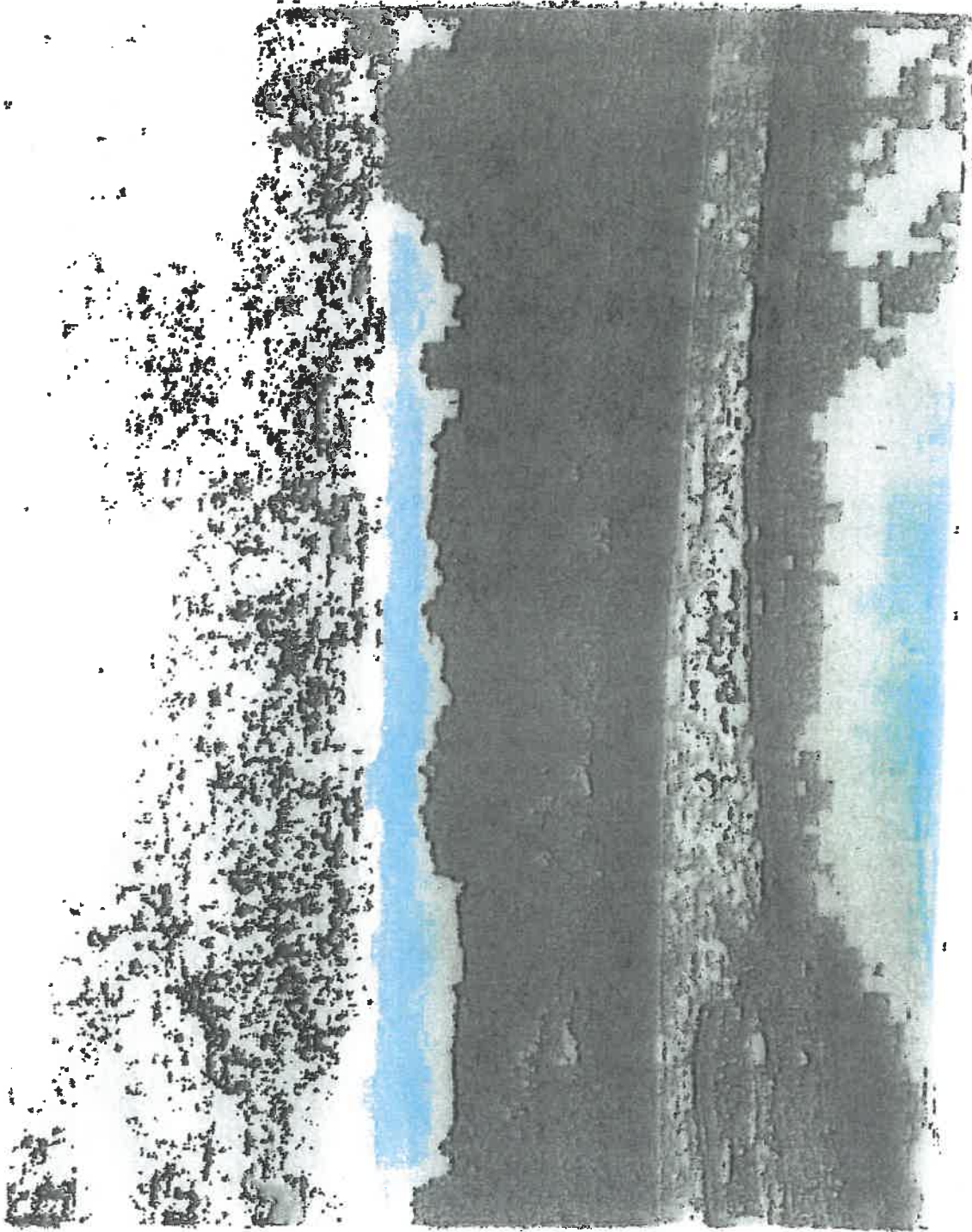


Resolution No. 1196

-17-

Photo taken on May 10, 2017

EXHIBIT B

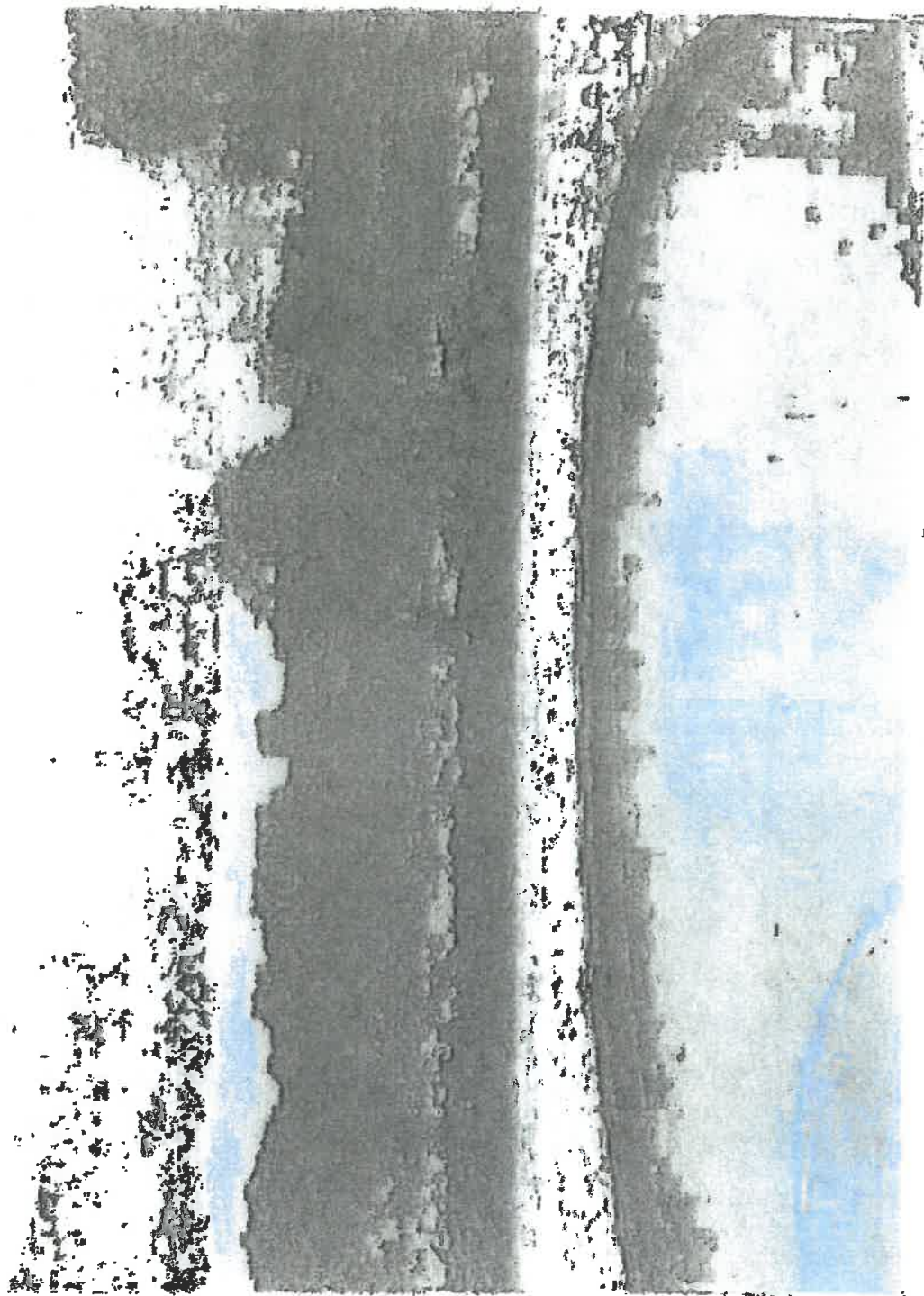


Resolution No. 1196

-18-

Photo taken on May 10, 2017

EXHIBIT B

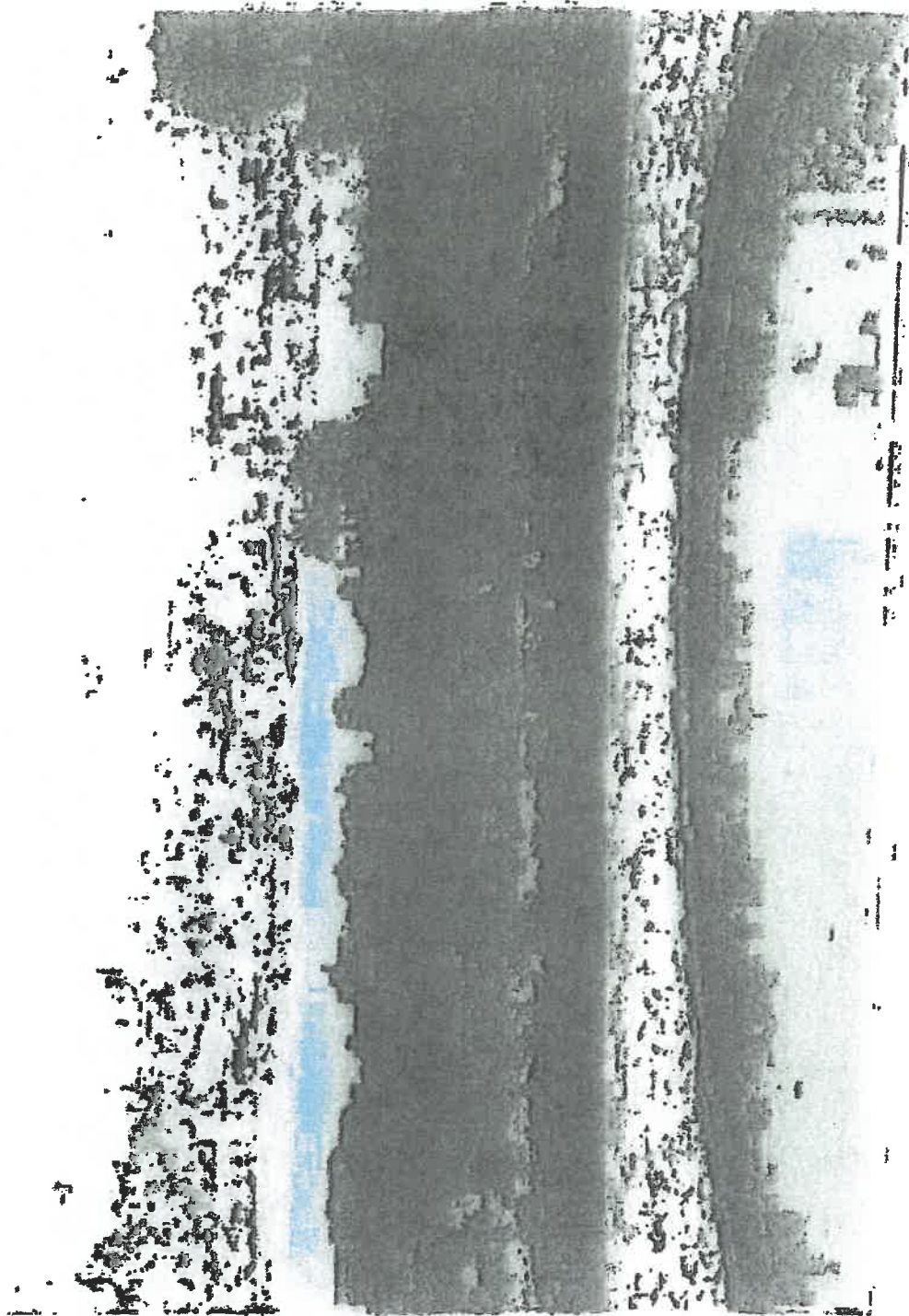


Resolution No. 1196

-19-

Photo taken on May 10, 2017

EXHIBIT B

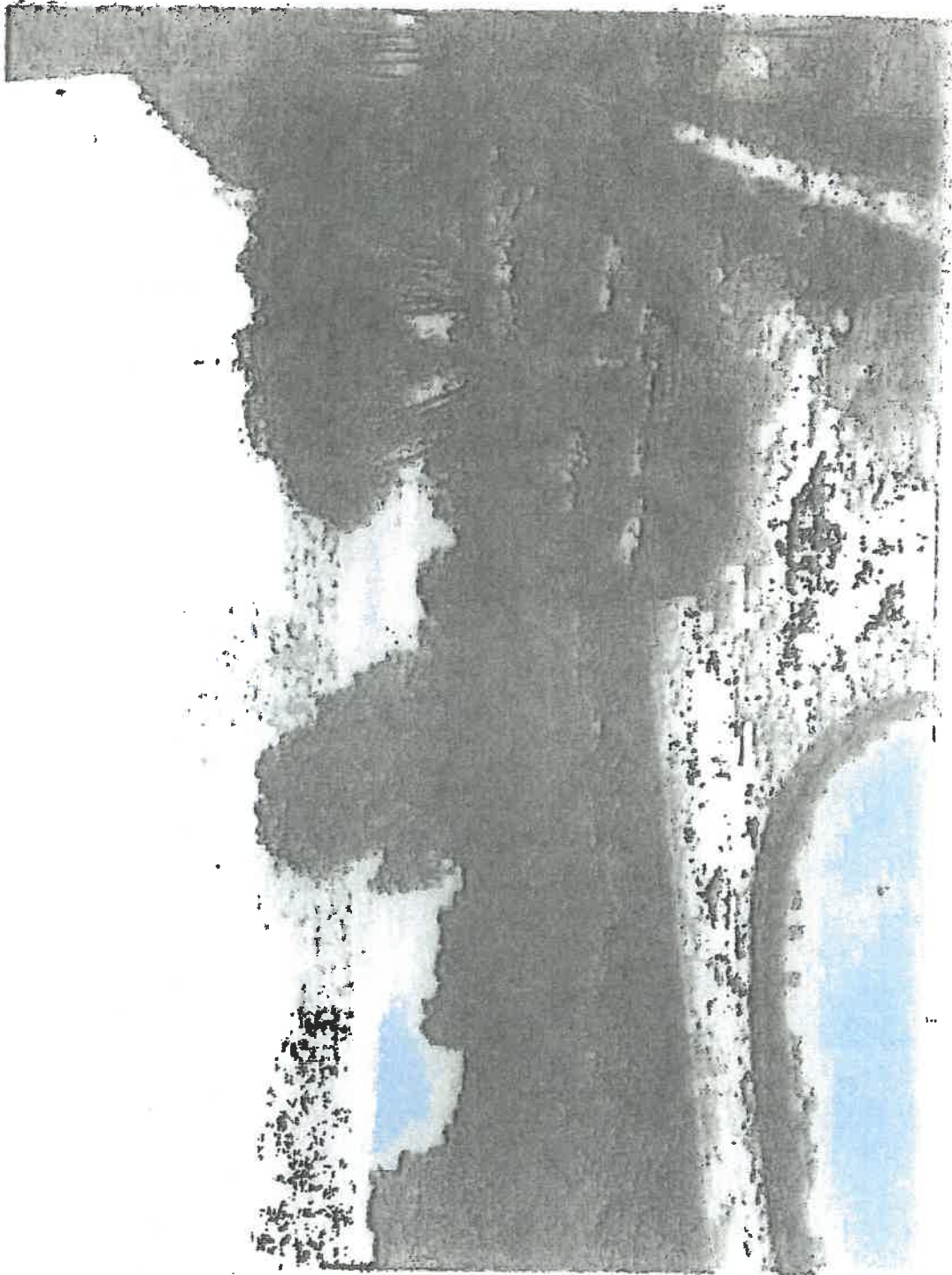


Resolution No. 1196

-20-

Photo taken on May 10, 2017

EXHIBIT B



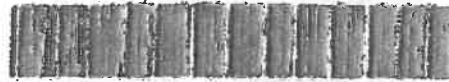
Resolution No. 1196

-21-

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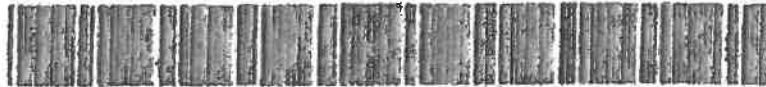


Pages:
0006

Recorded & Indexed in Official Records
Recorder's Office, Los Angeles County,
California

10/26/17 AT 02:18PM

Fees:	0.00
Taxes:	0.00
Other:	0.00
PAID:	0.00



LEADSHEET



201710220220123

00014427886



00014427886

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ROLLING HILLS
PLANNING DEPARTMENT
2 PORTUGUESE BEND RD.
ROLLING HILLS, CA 90274

(310) 377-1521
(310) 377-7288 FAX



THIS FORM MUST BE PROPERLY ACKNOWLEDGED BEFORE RECORDATION. ↑ RECORDER'S USE ONLY

**FIRST ADDENDUM TO INFORMATIONAL COVENANT NO. 2017054781 MEMORIALIZING ORDER OF
THE CITY OF ROLLING HILLS ABATING A VIEW IMPAIRMENT**

Corrective trimming on an olive tree located on 15 Portuguese Bend Road, City of Rolling Hills, County of Los Angeles, CA 90274 (Lot 78-RH) ("Property") has necessitated an addendum to Informational Covenant No. 20170547814 recorded on May 17, 2017 ("Original Covenant"). The photographs attached as Exhibit C hereto shall reflect the height of the olive tree (identified as tree number 7 in Section 5 of Resolution No. 1198) as intended by Resolution No. 1198 ("First Addendum").

This First Addendum is meant to modify the Original Covenant, but not replace the Original Covenant. Unless modified by this First Addendum, all provisions of the Original Covenant shall remain in full force and effect. The City shall cause this First Addendum to be recorded against the title to the Property in the Official Records of the County of Los Angeles.

Attachment:

Exhibit C – Photograph(s) of the olive tree subject to maintenance by informational covenant no. 20170547814 and Exhibit A thereto

CITY OF ROLLING HILLS,
A California Municipal Corporation

By: Raymond R. Cruz
Signature of City Manager

Raymond R. Cruz
Name typed or printed

The following acknowledgment must be completed by a notary public or other official pursuant to California Civil Code Sections 1181 and 1189.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1180

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

State of California)
County of LOS ANGELES)

On 10/26/17 before me, ANTHONY DAY, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared RAYMOND R. CEVZ
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT C



EXHIBIT C





①

Photo taken on May 10, 2017

EXHIBIT B

1



Resolution No. 1196

-16-

61/75

4

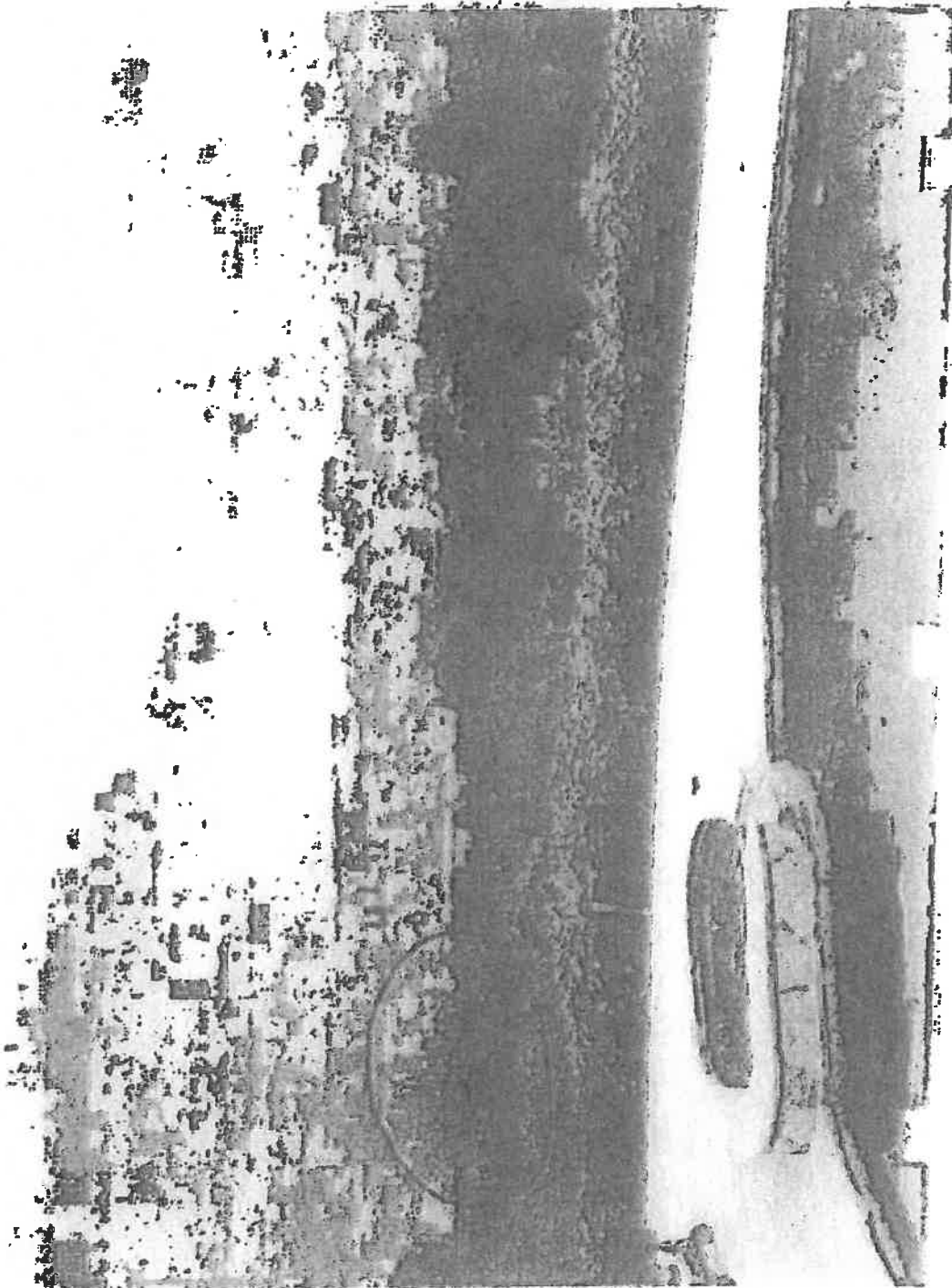


4.14

Photo taken on May 10, 2017

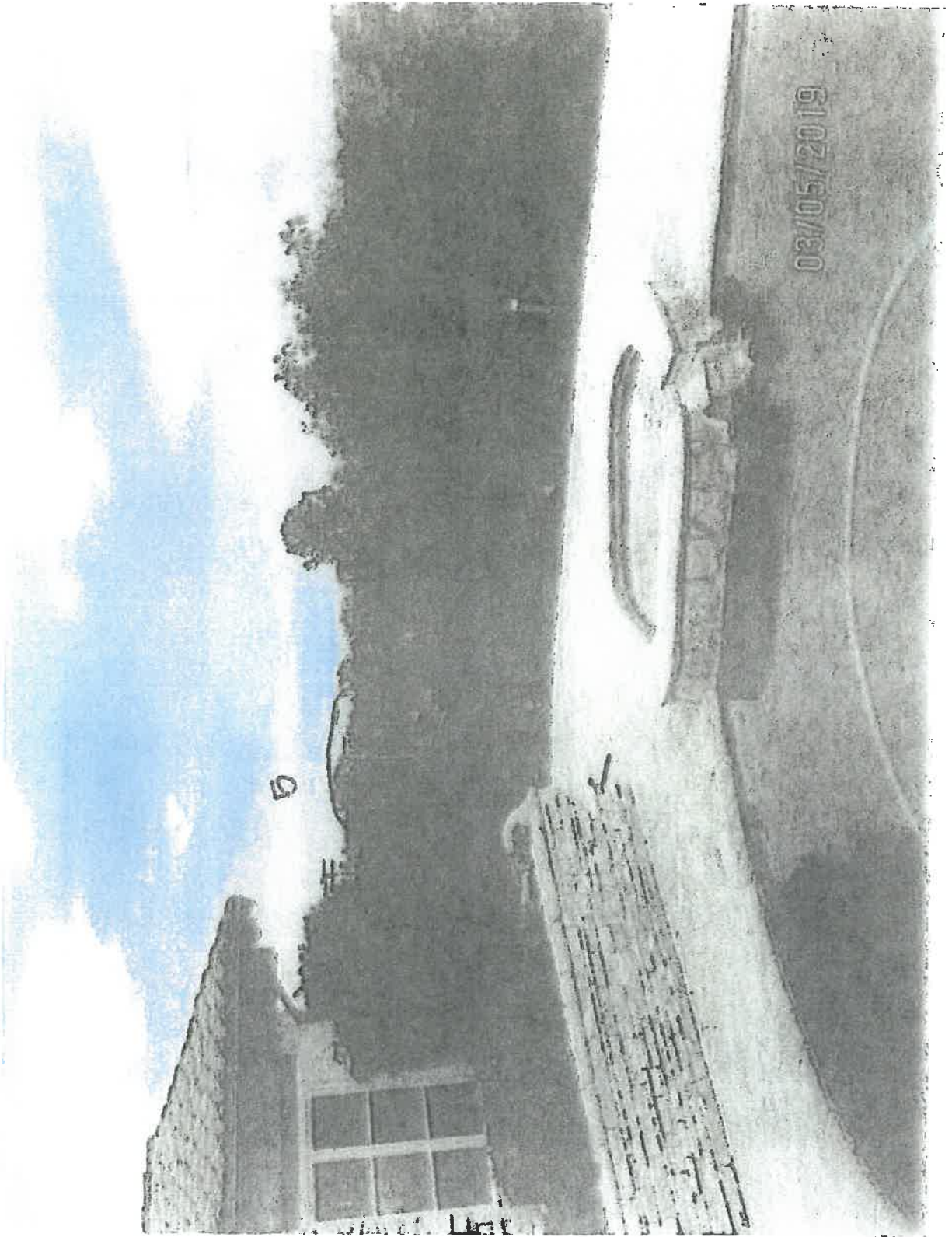
EXHIBIT B.

(2)



Resolution No. 1196

-14-

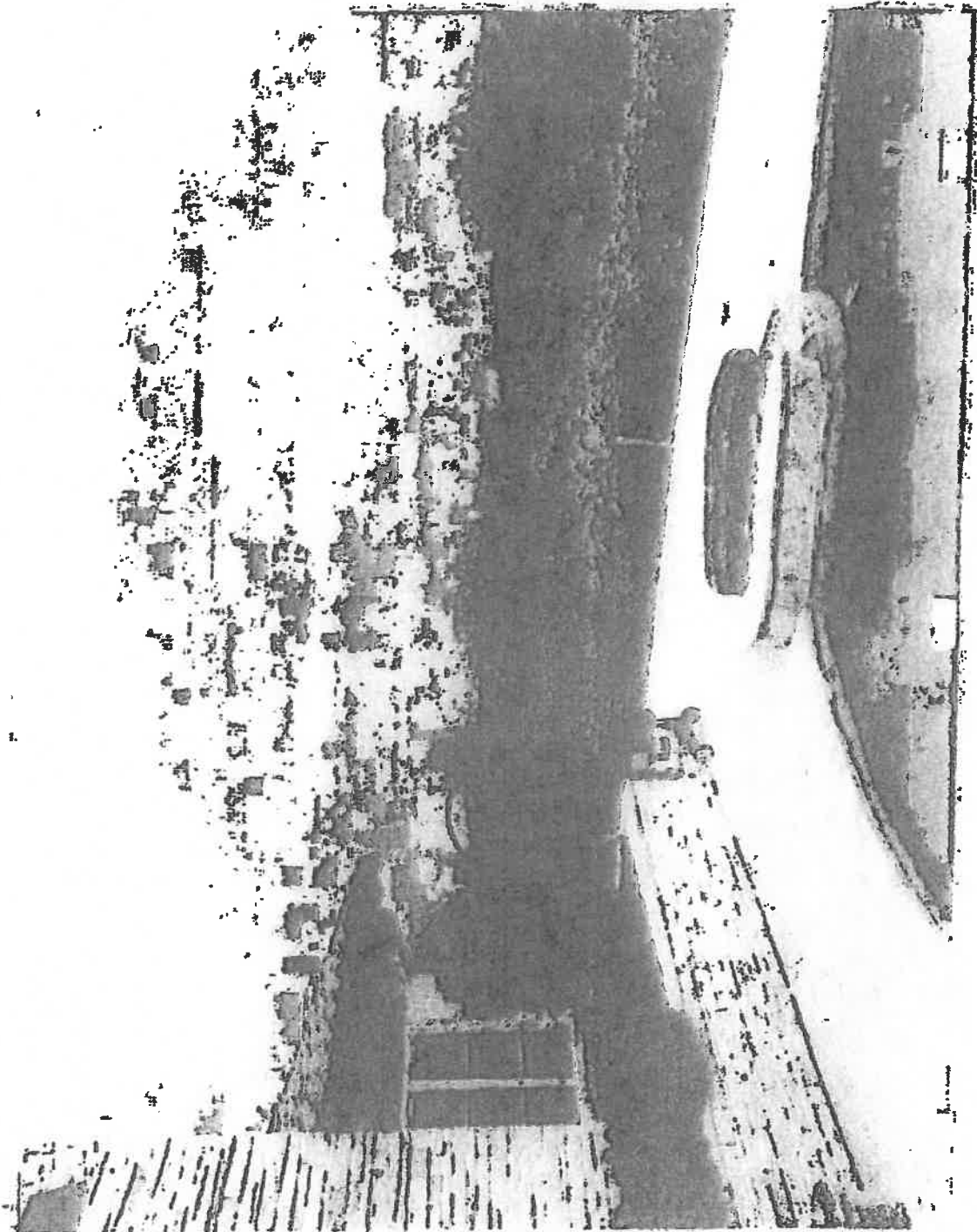


3

Photo taken on May 10, 2017

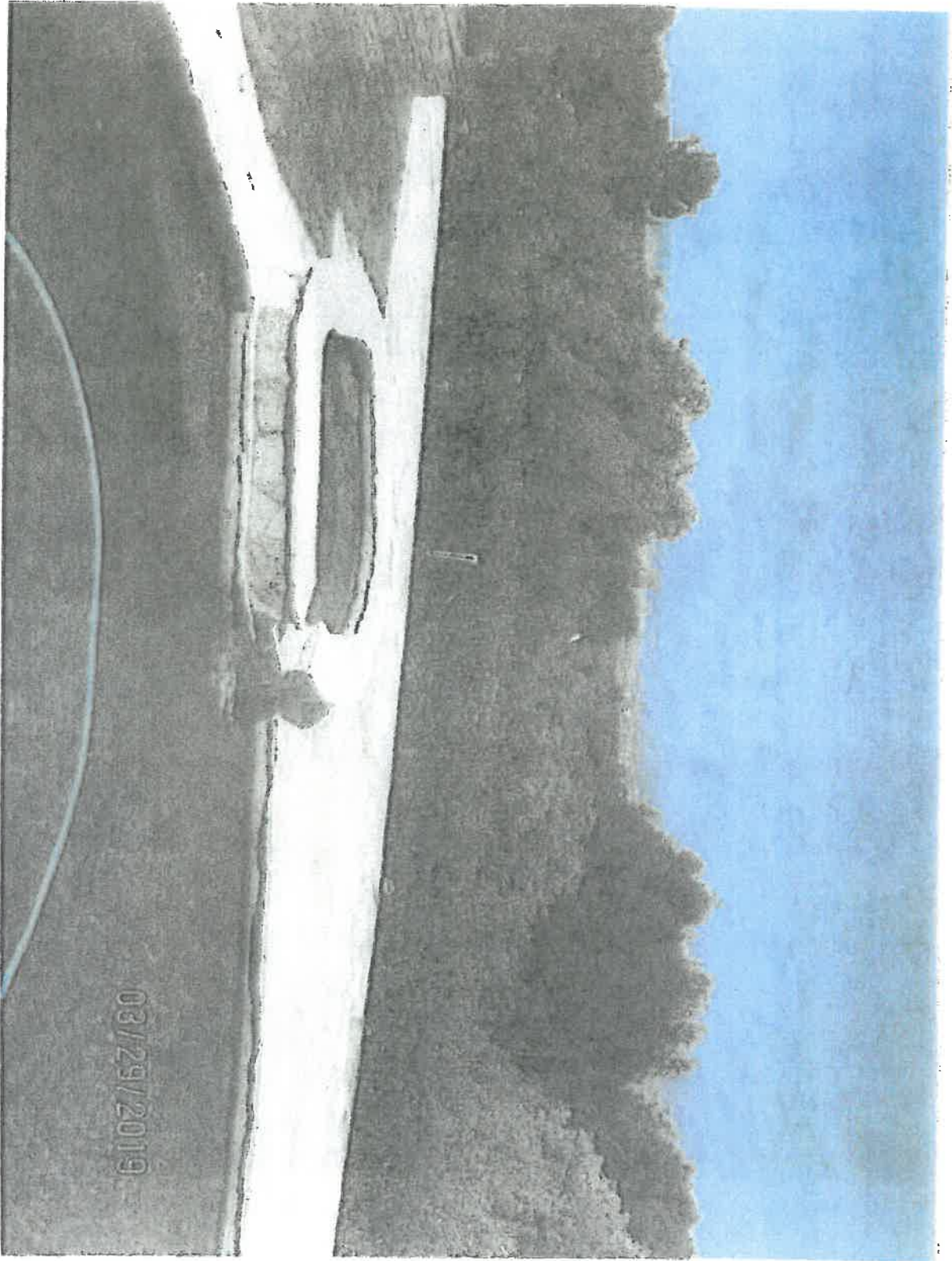
EXHIBIT B

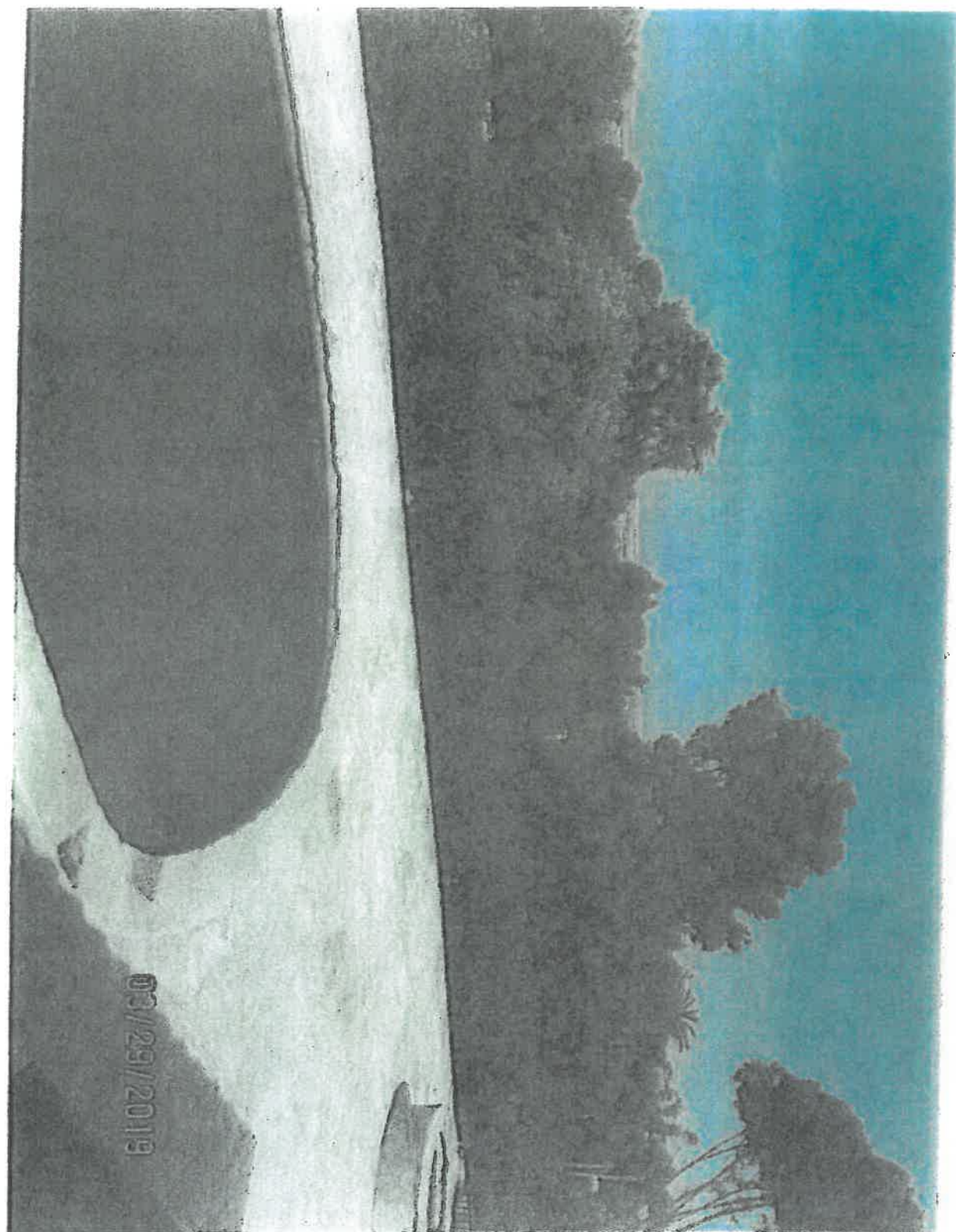
3



Resolution No. 1196

-12-







Travers Tree Service Inc.
 Fully Insured State Contractor License # 438273
 TTS@TraversTree.com
 904 Silver Spur Road #434
 Rolling Hills Estates, CA 90274
 PH: (310) 530-3920 Fax (310) 534-3020

RECEIVED

APR 12 2019

City of Rolling Hills
 By _____

3/4 inch

PROPOSAL

Hassoldt
 10 Pine Tree Lane
 Rolling Hills Estates, CA 90274
 Cust #: Hass10221
 Phone: 310 377 4114
 Email: hassoldt@earthlink.net

Tuesday, April 2, 2019

Job Name: Hassoldt 20190402

Worksite: 15 Portuguese Bend Rd
 Palos Verdes Estates, CA 90274

Proposal By: Don Lorenzen

Thank you, for the opportunity to provide you with this proposal

Travers Tree Services: Proposes the following tree trimming/ removal services at the above reference job location. All Tree trimming will conform to standards established by the International Society of Arboriculture.

Need Firewood?

Travers Tree Service sells top quality aged and seasoned firewood to keep you warm throughout the winter!
 Please contact our office for more information
 Proposals valid 60 days

Item #	Plant	Description	Qty	Cost
1	Fan Palm	Front North East Side of Property - (Tree #3 & 3-A) Trim and clean out (No Skinning)	2	\$216.00
2	Eucalyptus	Front Along Roadway Easement (Tree #2)	1	\$485.00
3	California Pepper	Front (Tree #6 & 6-A) - Crown Reduce and shape	2	\$670.00
4	Olive Tree	Front (Tree #7) - Lace - Crown reduce and shape	1	\$135.00
5	Eucalyptus	North side of property North Side - Garage (Tree #5) Top by approx. 8 feet - Remove 2 lateral limbs - shape tree	1	\$490.00
6		Back Various - South West Side (Tree #4 & 4-A) • Eucalyptus tree - Top as necessary & shape • Olive tree - Top to old cut marks & shape	2	\$695.00

Notes:

Subtotal: \$2,590.00
 Tax: \$0.00
 Total: \$2,590.00

Travers Tree Service Inc.
 Fully Insured State Contractor License # 438273
 TTS@TraversTree.com
 904 Silver Spur Road #434
 Rolling Hills Estates, CA 90274
 PH: (310) 530-3920 Fax (310) 534-3020

TERMS AND CONDITIONS:

Please read this proposal carefully, all services are described explicitly, and this is exactly what Travers Tree Service intends to perform. Upon receipt of your signed contract we will put your job in our schedule queue. Scheduling is dependent upon the type of work to be completed, the supervision and equipment necessary and the location of the job.

We will notify you when your job is scheduled.

NOTE: We remove any and all debris generated from our work on your property. However, WE WILL NOT BE RESPONSIBLE FOR EXISTING ACCUMULATED DEBRIS on your property in yard areas and ESPECIALLY ON ROOFS. We will do our best to protect your property. However, we are not responsible for damage to "Malibu" lights or lights affixed to trees, the property owner is responsible for moving these prior to our arrival. In addition, we are not responsible for damage due to hidden conditions especially underground installations including but not limited to electrical lines, plumbing lines, sprinkler heads, water lines etc. In the event this account becomes delinquent purchaser agrees to pay In Preparation For Work To Be Performed On Your Property Please Use The Following Tips To Prevent Damage To Your Property:

A few days before arrival:

1. Notify neighbors that you are having your property worked on especially if we will be trimming their plants overhanging your property.
2. Move "Malibu" lights and other garden lights out of the work area.
3. Remove furniture, fountains, garden art, bird feeders items hanging in trees, and other breakable items from the work area.

On the day work is to be performed:

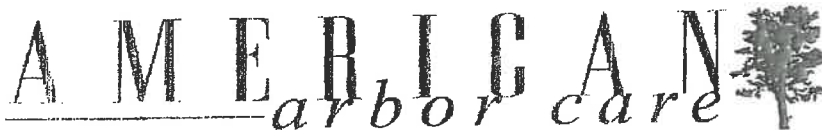
1. Move cars out of driveway and from under trees.
2. If possible/ necessary, block off street parking in front of property with trash cans, chairs, etc.

ACCEPTED: the prices, specifications, and conditions in this proposal are satisfactory and are hereby accepted. I authorize Travers Tree Service to perform the work as specified in this proposal.
 PAYMENT IS DUE TO FOREMAN UPON COMPLETION OF WORK, OTHERWISE, YOU WILL BE CHARGED A LATE FEE OF \$10.00 PER DAY THEREAFTER.

Amount: 2,590⁰⁰ Please Print-Proposal Name: William Hassoldt
William Hassoldt 4/15/19
 Customer Signature Date

"NOTICE TO OWNER" (Section 7018, 7019- Contractors license law)

Under the mechanics' Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve property and is not paid for his labor, services or material, has a right to enforce his claim against our property. This means that, after a court hearing, your property could be sold by court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remained unpaid. Under the law you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount no less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, service, equipment or materials for the work described in said contract.



2049 Pacific Coast Hwy.
Suite 214
Lomita, CA
90717

Proposal

Date Proposal #

3/21/2019 7680

Customer

Judith & William Hassoldt
10 Pine Tree Ln.
RH, CA 90274
(310) 377-4114 hm

Jobsite

15 Portuguese Bend Rd.
RH, CA 90274

Description	Qty	Rate	Total
Tree #3 & #3A (2) Washingtonia Fan Palms - trim, remove dead fronds & (1) row of low hanging green		325.00	325.00
Tree #2 (1) Eucalyptus at driveway entry - shape, crown reduce to height of palm, shape along front fence line & remove deadwood		1,200.00	1,200.00
Tree #6 & #6A (2) California Peppers - shape & crown reduce to 1st upper cut marks		900.00	900.00
Tree #7 (1) Olive tree on front fence line near California Pepper - shape only		300.00	300.00
Tree #4 & #4A Olive & Eucalyptus trees - crown reduce to old cuts		400.00	400.00
Total			

RECEIVED

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City of Rolling Hills

By _____

Phone (310) 257-8686 Fax (310) 257-8666

stephanie13aac@gmail.com

www.americanarborcare.net

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Chapter 8.24 ABATEMENT OF NUISANCES

Sections:

8.24.010 Nuisance defined.

8.24.020 Duty of owner or possessor of property.

8.24.030 Notice to abate nuisance.

8.24.040 Notice to abate nuisance—Contents.

8.24.050 Hearing and decision.

8.24.060 Abatement by City—Notice of charge.

8.24.070 Lien.

8.24.080 Charges to be billed on tax bill.

8.24.090 Court action.

8.24.100 Summary abatement.

8.24.010 Nuisance defined.

For the purposes of this chapter, a "nuisance" shall be defined as anything which is injurious to health or safety, or is indecent or offensive to the senses, or an obstruction to the free use of property or injurious to the stability of real property so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any street, and affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

Notwithstanding any provisions of this chapter, the City Council may define by ordinance any particular condition constituting a nuisance.

(Ord. 190 § 1(part), 1981).

8.24.020 Duty of owner or possessor of property.

Every person who owns or is in possession of any property, place or area within the boundaries of the City shall, at his or her own expense, maintain the property, place or area free from any nuisance.

(Ord. 190 § 1(part), 1981).

8.24.030 Notice to abate nuisance.

Whenever the City Manager determines that a nuisance exists upon any property, place or area within the boundaries of the City, the City Manager may notify in writing the owner or person in possession of the property, place or area to abate the nuisance within fifteen days from the date of the notice. The notice shall be given by registered or certified mail addressed to the owner or person in possession of the property, place or area at his last known address.

(Ord. 190 § 1(part), 1981).

(Ord. No. 328, § 1, 5-14-2012)

8.24.040 Notice to abate nuisance—Contents.

The notice shall state that if the nuisance is not abated or good-faith efforts towards abatement not been made to the satisfaction of the City Manager within fifteen days from the date thereof, a hearing shall be held before the City Council to hear any protest of the owner, possessor or other interested person. The notice shall specify the time, date and place of the hearing, which shall be set for the regular meeting of the Council next following the expiration of the fifteen-day period.

(Ord. 190 § 1(part), 1981).

8.24.050 Hearing and decision.

If the nuisance is not abated or good faith efforts towards abatement have not been made within the time set forth in Section 8.24.030, the City Council shall conduct a hearing at the time and place fixed in the notice at which evidence may be submitted by interested persons. Upon consideration of the evidence, the Council may declare the condition to constitute a public nuisance and order the abatement thereof. The decision of the City Council shall be final. The City Clerk shall notify all owners and possessors of the subject property, place or area of the decision of the Council.

(Ord. 190 § 1(part), 1981).

8.24.060 Abatement by City—Notice of charge.

Upon failure, neglect or refusal by a person notified pursuant to Section 8.24.050 to abate a nuisance within thirty days after the date of notice, the City Council is authorized to cause the abatement of the nuisance and pay for the abatement. The City Council shall notify, in writing, the owner or possessor of the property, place or area upon which a nuisance has been abated by the City of the cost of abatement. Such notice shall be given in the same manner as required by Section 8.24.030.

(Ord. 190 § 1(part), 1981).

8.24.070 Lien.

If the total cost of the abatement of the nuisance by the City is not paid to the City in full within ten days after the date of the notice of the cost of the abatement, the City Clerk shall record, in the office of the County Recorder, a statement of the total balance due to the City, a legal description of the property, place or area involved, and the name of the owner or possessor concerned. From the date of such recording, the balance due will constitute a lien on the property. The lien will continue in full force and effect until the entire amount due, together with interest at the maximum legal rate accruing from the date of the completion of the abatement, is paid in full.

(Ord. 190 § 1(part), 1981).

8.24.080 Charges to be billed on tax bill.

The City may also, in accordance with the provisions of the laws of the State, cause the amount due to the City by reason of its abating a nuisance together with interest at the maximum legal rate, accruing from the date of the completion of the abatement, to be charged to the owners of the property, place or area on the next regular tax bill. All laws of the State applicable to the levy, collection and enforcement of City taxes and County taxes are hereby made applicable to the collection of these charges.

(Ord. 190 § 1(part), 1981).

8.24.090 Court action.

The City may bring appropriate actions, in a court of competent jurisdiction, to collect any amounts due by reason of the abatement of a nuisance by the City and to foreclose any existing liens for such amounts. Notwithstanding the provisions of this chapter, the City may bring the appropriate civil and criminal actions in a court of competent jurisdiction for abatement of any nuisance existing within the City pursuant to any other provision of law. In addition to costs recoverable pursuant to Section 8.24.060, attorney's fees, expert fees, and court costs shall be awarded to the prevailing party in any action taken by the City to abate a nuisance if, and only if, the City seeks the award of attorney's fees and court costs at the initiation of such legal action or proceeding. The attorney's fees recoverable pursuant to this section shall be limited to the reasonable attorney's fees incurred by the City in the legal action or proceeding, regardless of the actual cost of any party's attorney's fees.

(Ord. 190 § 1(part), 1981).

(Ord. No. 328, § 2, 5-14-2012)

8.24.100 Summary abatement.

Notwithstanding any provisions of this chapter, the City Council may cause a nuisance to be summarily abated if the City Council determines that the nuisance creates an emergency condition involving an immediate threat to the physical safety of the population. Prior to abating the nuisance, the City Manager shall attempt to notify the owner or possessor of the property, place, or area involved of the nuisance and request him to immediately abate the nuisance. If, in the sole discretion of the City Council, the owner or possessor of the property, place or area containing the nuisance which creates an emergency condition fails to take immediate and meaningful steps to abate the nuisance, the City may abate the nuisance and charge the cost of abating such nuisance to the owner or possessor of the property, place or area involved. The City shall notify in writing the owner or possessor of the property, place or area upon which a nuisance has been abated by the City, of the cost of said abatement. Such notification shall be given in the same manner as required by Section 8.24.030. The provisions of Sections 8.24.070, 8.24.080 and 8.24.090 shall be applicable.

(Ord. 190 § 1 (part), 1981).

Chapter 8.28 ABATEMENT OF NUISANCES IN ACTIVE LANDSLIDE AREAS

Sections:

8.28.010 Nuisances in active landslide areas.

8.28.020 Abatement.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 7A
Mtg. Date: 05/29/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR THE SANITARY SEWER IMPROVEMENT FEASIBILITY STUDY PHASE 2 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AN AMOUNT NOT-TO-EXCEED \$32,420
DATE: MAY 29, 2019
ATTACHMENT:

Professional Services Agreement with Willdan Engineering

BACKGROUND

At the October 8, 2018 City Council meeting, City Council received a presentation from Willdan Engineering on Phase I of the Sanitary Sewer Improvement Feasibility Study. At the same meeting, the City Council directed staff to engage Willdan Engineering to perform the next steps (Phase II) in preparing a preliminary engineering design for the potential sewer main line along Portuguese Bend Road to Rolling Hills Road. Based on discussion with Willdan Engineering on the scope of work for Phase II, the City Council capped the fee for the work at \$32,000.

On October 25, 2019, Willdan Engineering provided a proposal for Phase II work. In working with City staff, the proposal was refined so that the deliverables of Phase II segues into engineering design seamlessly, if the City Council should elect to continue with the next phase of the project. The scope of services went through several rounds of refinement between October and December 31, 2018. In early January 2019 staff was advised that the engineer working on the project decided to retire during the holiday and is no longer with Willdan Engineering. In early March 2019, a new engineer was

assigned to the project and in working with the new engineer, the proposal for Phase II scope of work was further improved to make provisions for surveying of Portuguese Bend Road, dipping of manholes to gather invert elevations, and flow monitoring. The proposal also includes a project schedule and milestones for mutual check-ins to ensure timely completion of the study. The study is expected to complete in 20 weeks from the receipt of an executed contract. Should the City Council approve the agreement with Willdan Engineering, the work will commence on May 31, 2019 and conclude on September 30, 2019.

DISCUSSION

On May 13, 2019, the City Council considered Willdan Engineering's agreement. In discussing the estimated construction cost of installing an 8" sewer main down Portuguese Bend Road, the City Council expressed the range of construction cost between \$1M and \$1.5M was too expensive for consideration and instructed staff to not proceed with engaging Willdan Engineering for Phase II work.

On May 16, 2019, the Budget/Finance/Audit Committee discussed the Sewer Phase II Feasibility study and was advised by staff that the scope of Phase II work includes achieving the connection permits to discharge into the Los Angeles County trunk lines thereby reserving space in that trunk. It was also discussed with the Committee that the engagement of Phase II work does not obligate the City to move forward with the construction of the sewer main. However if Phase II was delayed, the capacity of the trunk line could be depleted needing an upgrade to the truck line in order to accept discharge from Rolling Hills. In this scenario, the overall project cost could escalate considerably. The Committee instructed staff to bring this item back to the City Council for reconsideration.

FISCAL IMPACT

In October 2018, the City Council capped Phase II work at \$32,000. This was based on an estimation of remaining budget from Phase I and an estimated cost for Phase II. Subsequent to the October 2018 City Council meeting, Willdan Engineering initially estimated Phase II to cost \$38,279. Staff worked with Willdan Engineering to eliminate report presentations, minimize site-visits and replace with conference calls or web meetings and shorten the number of iterations for report reviews by the City. The final cost proposal is \$32,420, \$420 over the cap set by the City Council. There is sufficient funding in the Utilities fund in FY18-19 budget to pay for the additional \$420.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with Willdan Engineering for the Sanitary Sewer Feasibility Study Phase II and authorize the City Manager to execute the agreement for an amount not-to-exceed \$32,420.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2019 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Willdan Engineering a subsidiary of Willdan Group, Inc., a California corporation (hereinafter the "CONSULTANT").

1. RECITALS:

A. In 2018, the CITY retained the CONSULTANT to prepare a Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase I) for the City of Rolling Hills. Phase I included concept level research and an engineering feasibility evaluation regarding the potential of connecting the Project Area (City Hall, HOA building, the tennis court site, and upstream properties) to existing downstream sanitary sewer systems. CONSULTANT completed Phase I and reported its findings to the City Council on October 8, 2018.

B. The CITY now desires to retain the CONSULTANT to prepare a Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase II) for the City of Rolling Hills. Phase II of the Project will take the overall project from concept level (Phase I) to the preliminary engineering level design as described in Exhibit A attached hereto and incorporated herein by reference.

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

D. The 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.

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the specifications or the scope of work attached as Exhibit A. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit A.

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit A an amount not to exceed \$49,955.00. This fee includes all expenses, consisting of all incidental

blueprinting, photography, travel, attendance at meetings, and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated. This amount will be offset by the current balance of \$17,535.00 remaining in CONSULTANT's account from the Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase I). Accordingly, the CITY will make payments totaling \$32,420.00 to CONSULTANT for completion of the work identified in Exhibit A since CONSULTANT already has \$17,535.00 from the CITY in its account.

Any increase in Agreement amount or scope shall be by express written amendment approved by the 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 before the end of each month on a monthly basis. CITY shall remit payment for all work performed to City's reasonable satisfaction 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 the CITY.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this Agreement within twenty-four (24) hours upon receipt of a notice to proceed from the CITY.

7. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred. Records and documents shall be kept available at the CONSULTANT's Los Angeles, California office, located at 13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3443, during the Agreement period and thereafter 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 the property of the CITY. CITY's reuse of such materials for a purpose other than the project which is the subject of this Agreement shall be at CITY's sole risk.

9. TERM OF CONTRACT

This Agreement shall be valid until the completion of the study.

10. TERMINATION

This Agreement may be terminated by either party at any time for material breach. The CITY may also terminate unilaterally this Agreement without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed to the reasonable satisfaction of City pursuant to the Agreement and prior to the date of termination may be claimed for reimbursement.

11. ASSIGNABILITY

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

12. AMENDMENT

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

13. NON-SOLICITATION CLAUSE

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, 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.

14. INDEMNITY

A. Liability. CONSULTANT shall indemnify and hold harmless CITY and its officers, agents, and employees from, and, if requested, shall defend it against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONSULTANT or loss of or damage to property, arising directly or indirectly from CONSULTANT'S performance of this Agreement, including, but not limited to, CONSULTANT'S use of facilities or equipment provided by CITY or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on CITY, except to the extent that such indemnity is

void or otherwise unenforceable under applicable law in effect or validly retroactive to the date of this Agreement.

B. Fees and Costs. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, CONSULTANTS and experts and related costs and CITY'S costs of investigating any claims against the CITY. In addition to CONSULTANT'S obligation to indemnify CITY, CONSULTANT specifically acknowledges and agrees that it has an immediate and independent obligation to defend CITY from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to CONSULTANT by CITY and continues at all times thereafter.

C. Applicability. For purposes of this paragraph, CITY means the CITY's City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.

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

15. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 14 - 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.

ii. General Liability, 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 \$1,000,000.

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 employ a subconsultant,

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

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

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed \$25,000 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 CONSULTANTS, and subconsultants 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, including materials, parts, or equipment furnished in connection with such work or operations."

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

(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 the 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 the CITY, its elected or appointed officers, officials, employees, or agents regardless of the

applicability of any insurance proceeds, and agrees to have all subconsultants, and subconsultants' 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 in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

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 subconsultants to 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 the CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the CITY.

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 the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an

additional insured under the policy, CITY may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

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

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

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

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

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

Attention: City Manager, Elaine Jeng, PE

CONSULTANT:
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, California 91746-3443

Attention: Director of Engineering, Vanessa Munoz, PE, TE, PTOE

17. 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.

18. CONFLICTS OF INTEREST

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

19. INDEPENDENT CONSULTANT

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

20. 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.

21. GOVERNING LAW

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

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

CITY OF ROLLING HILLS

WILLDAN ENGINEERING

CITY MANAGER:

DIRECTOR OF ENGINEERING

ELAINE JENG

VANESSA MUNOZ

DATE: _____

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

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



April 10, 2019

Via e-mail: ejeng@cityofrh.net

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

Subject: Sewer Service Feasibility Study – Phase II - Preliminary Engineering Report

Dear Ms. Jeng:

The City of Rolling Hills selected Willdan Engineering in 2018 to prepare a “Sewer Feasibility Study Including City Hall and Tennis Court Site” (Phase I). The study conducted concept level research and engineering feasibility evaluation regarding the potential of connecting the Project Area (City Hall, POA building, and the tennis court site, and upstream properties) to existing downstream sanitary sewer systems. The report was presented to the City Council on October 8, 2018. The subject proposal is based upon discussion and direction received during the October 8th City Council meeting and subsequent e-mail conversations between the City and Willdan.

As documented in the Phase I study, connecting the Project Area to the downstream sanitary sewer systems will involve preparation and submittal of documents to the following agencies:

City of Rolling Hills Estates
City of Torrance
Los Angeles County Department of Public Works (LACDPW)
County Sanitation Districts of Los Angeles County (CSD)

Phase II of the project will take the overall project from concept level (Phase I) to the preliminary engineering level. Willdan has prepared this proposal (Phase II) to provide the necessary professional engineering services to accomplish the following major tasks:

- ✓ Analyze parcels in the City upstream of the City Hall location that can feasibly drain to the proposed sanitary sewer extension.
- ✓ Estimate the amount of wastewater to be generated by the project area.
- ✓ Analyze the capacity of the existing downstream sewer system with the estimated wastewater from the project area.
- ✓ If capacity is not available, the downstream sewer system will be required to be reconstructed with larger or additional pipes. Proposed pipe sizes will be calculated.
- ✓ Prepare a Sewer Area Study for submission to the affected agencies.
- ✓ Prepare preliminary engineering plans for the extension of the sanitary sewer to the City Hall, POA Building and tennis court site.

To accomplish these services, Willdan proposes the following Scope of Work.

SCOPE OF WORK

1. Project Management

The success of any project is dependent upon communication between the client and project manager. This communication ensures that the project performs within the agreed upon scope of work, schedule, and budget. Willdan will provide the City with a weekly Project Status Memorandum which will be delivered via e-mail.

- Products Developed: Weekly Project Status Memorandum
- Deliverable to Client: Weekly Project Status Memorandum

2. Research and Obtain Available As-Built Information

Willdan will conduct research online and at the City of Rolling Hills Estates, City of Torrance, CSD and LACDPW to obtain available sanitary sewer as-built information in the project area. A site visit will also be performed and facilities pertinent to the project will be photographed for project documentation. We will also obtain current data on the types and amounts of applicable fees and permits required to accomplish the related sewer improvements.

- Products Developed: Library of As-Built Information Obtained
Photographic Files
- Deliverable to Client: None

3. Evaluate As-Built Information Obtained

Willdan will evaluate the as-built information obtained to identify the information for completeness from the proposed connection point to the downstream trunk sewer. If as-built information is found to be incomplete, then additional information will be necessary by field survey subconsultant.

- Products Developed: As-Built Completeness
Determine Need for Field Survey
- Deliverable to Client: None

4. Field Survey (If Necessary)

If as-built information of the downstream sanitary sewer information is incomplete, a survey subconsultant will be utilized to obtain manhole rim and invert elevations. This information is necessary for the engineering analysis of the capacities of the downstream sewers.

- Products Developed: Horizontal and vertical data of manhole rims and inverts for manholes (max. 17) where as-built information is insufficient.
Horizontal and vertical data at intersections along the project route.
- Deliverable to Client: None

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5. Prepare GIS Base Mapping

Utilizing available GIS information for parcels, right of way, topography, and sanitary sewers, Willdan will create a GIS base sheet for use as a reference source and mapping of pertinent project data.

- Products Developed: GIS base sheet to be utilized as overall project reference.
- Deliverable to Client: GIS Base Sheet, 24" x 36"

6. Prepare Sanitary Sewer Model

Utilizing the as-built information obtained (and field survey information if necessary), Willdan will prepare a computer model of the existing downstream sanitary sewer from the connection point to the trunk sewer. The model will estimate the expected wastewater entering the system at the manholes along Rolling Hills Road. This will require analysis of the parcels presently conveying to the existing sewer system as well as those from the Project Area. The upstream properties will be shown on a GIS exhibit. The GIS exhibit will show tributary upstream area boundaries and a count of residential units. The peak flows of the existing sanitary sewer segments will then be calculated and compared to the theoretical capacities of the system. If the analysis indicates that downstream pipe segment capacities are exceeded, this will require increasing the size of the downstream sewer or constructing additional pipes. The analysis will calculate the pipe size increase recommended. The analysis will identify manhole identification numbers, sewer pipe segments between successive manholes (size, slope, material, peak flow, theoretical capacity, and area draining to each manhole). If the analysis indicates that downstream sewers may be over capacity, then flow monitoring may be performed to obtain actual flows in the sewer system.

- Products Developed: Computerized model of the existing sanitary sewer system.
GIS exhibit
- Deliverable to Client: GIS exhibit, 24" x 36" on bond paper (Five [5] copies).

7. Sewer Flow Monitoring (If Necessary)

If the sanitary sewer modeling indicates that sewer segments may be over capacity, Willdan will retain a subconsultant firm to obtain sewer flow monitoring data in the existing sewer pipeline in Rolling Hills Road. Monitoring may be required within the City of Rolling Hills Estates and the City of Torrance. Permits from both cities for the flow monitoring work will be obtained.

- Products Developed: Subconsultants report of flow monitoring data.
- Deliverable to Client: None.

8. Sewer Area Study

Utilizing the preceding information, Willdan will prepare a Sewer Area Study. The Sewer Area Study will be submitted to affected agencies and is required by CSD and LACDPW to obtain approvals for the desired Will Serve and Maintenance acceptance letters for future upstream connections. The Sewer Area Study will be a technical report containing descriptive text of the project location, description, analysis, evaluation, findings, and recommendations. The study will include all supporting technical data including as-built plans, GIS based Sewer Area Study map,



technical calculations, flow monitoring data (if needed), and zoning information. The study will be bound in a 3-ring binder and will be sealed by a California Registered Civil Engineer.

- Products Developed: Sewer Area Study
- Deliverable to Client: Sewer Area Study (Five [5] copies).

9. Preliminary Engineering Plans

Utilizing the information obtained, and available GIS elevation information, Willdan will prepare preliminary engineering plans. The plans will include a Title Sheet, and two (2) plan/profile sheets (scale 1" = 40') for the proposed extension of the sanitary sewer from the existing manhole south of Lariat Lane to the City Hall/POA Building/tennis court area. The plans will provide general location of the sanitary sewer. As utility research and notification is beyond the scope of this project, the horizontal and vertical location of the sanitary sewer will be based on the information obtained. Preliminary cost estimates will also be developed. If it is determined that the existing downstream sewer pipes must be enlarged, no engineering plans will be prepared for that work; it will be shown on the GIS mapping exhibit.

- Products Developed: Preliminary Plans at a of Scale 1" = 40'.
Preliminary Cost Estimate
- Deliverable to Client: Five (5) sets of Preliminary Plans on 24" x 36" bond paper.
Five (5) sets of Preliminary Cost Estimates

10. Submission of Documents to Agencies

Upon completion of the Sewer Area Study, the study will be submitted to the affected agencies. The submittal to the CSD will also include the completed Will Serve Letter Request Form.

- Products Developed: Completed Will Serve Letter Request Form.
- Deliverable to Client: Copy of Completed Will Serve Letter Request Form.

11. Revise Sewer Area Study

Although not anticipated, it is possible that the affected agencies may have comments after reviewing the Sewer Area Study. If comments are received, Willdan will revise the Sewer Area Study as required and resubmit the revised documents.

- Products Developed: Revised Sewer Area Study.
- Deliverable to Client: Revised Sewer Area Study (Five [5] copies).

FEE

We propose to provide the above engineering services for a fixed fee of **\$49,955**. This amount is to be offset by the current balance of **\$17,535** remaining in the sewer feasibility study authorization for the City Hall complex and tennis court sewer evaluation. This results in the need for an additional authorization of **\$32,420**.

SCHEDULE

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We estimate the Sewer Service – Preliminary Engineering Study will be completed within twenty (20) weeks from receipt of the signed proposal and written Notice-to-Proceed. The proposed Schedule is as follows:

Task	Weeks	Weeks from NTP
1. Project Management	Ongoing	Ongoing
2. Research As-Builts	2	2
3. Evaluate As-Builts	1	3
4. Field Survey (if needed)	3	6
5. GIS Base Mapping	1	6
6. Prepare Sewer Models	2	8
7. Sewer Flow Monitoring (if necessary)	3	11
8. Sewer Area Study	3	14
9. Preliminary Engineering Plans	1	15
10. Submission of Documents	1	16
10a. Agency Review Time (Estimate)	3	19
11. Revise Sewer Area Study	1	20

Please indicate the City's approval and authorization to proceed by either printing out and signing two originals and returning one hard copy original to our office, or by scanning one signed original and returning it by e-mail.

Thank you for the opportunity to be of service to the City of Rolling Hills. We recognize the importance of this preliminary engineering assessment to the City and are committed to accomplishing it timely and successfully. Should you have any questions regarding this proposal, please contact Mr. Chris Stone, PE at (702) 289-4247 or Ms. Vanessa Muñoz PE, TE, PTOE at (562) 368-4848.

Respectfully submitted,

WILLDAN ENGINEERING

Vanessa Muñoz, PE, TE, PTOE
Director of Engineering

Approval and Authorization to Proceed By:

CITY OF ROLLING HILLS

Signature

Date

910005/WW.00.60/P19-082_16986

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PROJECT HOURS AND FEE		CITY OF ROLLING HILLS SANITARY SEWER Ext - Phase II - PRELIMINARY ENGINEERING												
PROJECT ACTIVITY DESCRIPTIONS & TEAM		PIC / QC Manager	Survey & Mapping Princ. PM	Project Manager II	Senior Designer II	Sr. Survey Analyst	GIS Analyst II	Assistant Engineer I	Admin. Asst II	Total Hours #	ODC \$	Survey sub-consultant \$	Flow Monitoring Sub-consultant \$	Total Fee \$
TASK DESCRIPTION		Munoz	Knell	Stone	Krieger	Barrientos	Miller	Escobar		8				
1. Project Management				8										\$1,368
2. Research and Obtain Available As-Built Information														
1. Research at City of Rolling Hills Estates								4		4	\$ 90			\$554
2. Research at City of Torrance								4		4				\$464
3. Research at Sanitation District of LA County								4		4				\$464
4. Research at LA County DPW								4		4				\$464
5. Site Visit and Photo Documentation								4		4				\$464
3. Evaluate As-Built Information Obtained				2	4			2		8				\$1,214
4. Field Survey (if necessary)			2		1	8	1			12	\$ 500	\$ 6,440		\$8,420
Encroachment permits											\$2,500			\$500
Supplemental Traffic Control														
5. Prepare GIS Base Mapping				1	2		8			11				\$1,755
6. Prepare Sanitary Sewer Model	1			1	8		8	24		42				\$5,711
7. Sewer Flow Monitoring (if necessary)					2					2	\$ 500		\$ 7,500	\$7,820
Encroachment permits														\$500
8. Prepare Sewer Area Study	1			2	16		16	24	4	63	\$ 100			\$8,890
9. Prepare Preliminary Engineering Plans														
Title Sheet								4		4				\$464
2 Plan and Profile Sheets (scale 1" = 40')	1			2	8			16		27				\$3,690
10. Submit Documents to Agencies	2			1	4			4	1	12	\$ 50			\$1,840
11. Revise Sewer Area Study	1			1	8			8	2	20	\$ 100			\$2,873
Totals	6	2	2	18	53	8	33	102	7	229	\$3,840	\$6,440	\$7,500	\$49,955



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 7B
Mtg. Date: 05/29/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: CONSIDERATION AND AWARD A CONSTRUCTION CONTRACT THROUGH THE CITY OF ROLLING HILLS ESTATES, TO ALL AMERICAN ASPHALT FOR THE RESURFACING OF THE CITY HALL PARKING LOT AND PORTUGUESE BEND ROAD BETWEEN PALOS VERDES DRIVE NORTH TO ENTRY GATES FOR A NOT-TO-EXCEED AMOUNT OF \$238,480.96

DATE: MAY 29, 2019

ATTACHMENT:

- 1. BID ANALYSIS MEMO BY WILL DAN ENGINEERING**
- 2. CONTRACTOR'S LICENSE VERIFICATION**
- 3. BID ANALYSIS SPREADSHEET BY ITEMS**

BACKGROUND

On May 13, 2019, the City Council allocated a total of \$115,000 of Measure R (\$50,000) and Measure M (\$65,000) funds toward resurfacing of the City Hall parking lot and the segment of Portuguese Bend Road from the main gate to Palos Verdes Drive North. Of the total allocated funds for the project, \$22,800 was for engineering design, leaving \$92,200 for construction.

The project is combined with a resurfacing project in Rolling Hills Estates (RHE). RHE is the lead agency for the overall project. RHE's work is designated as Schedule A in the bid. Rolling Hills' work is designated Schedule B in the bid. The basis for the award is to the lowest of the combined price for both Schedule A and B.

DISCUSSION

On May 20, 2019, four bids were received from All American Asphalt, Excel Paving, Hardy & Harper and Onyx Paving. The engineer of record, Willdan Engineering performed an analysis of the bids received and concluded that All American Asphalt is the lowest responsive and responsible bidder. Willdan Engineering's analysis and supporting documents are included as attachments to this report.

In January 2019, Willdan Engineering provided a high-level estimate of the construction cost of the City Hall parking lot resurfacing work. At that time, the estimate was \$125,000. With further development in the design plans, Willdan Engineering refined that estimate to be \$177,550. The following is a table showing the bid amounts for Schedule B.

Engineer's Estimate	All American Asphalt	Excel Paving	Hardy & Harper	Onyx Paving
\$177,550	\$238,480.96	\$239,131.00	\$200,861	\$314,000

While Hardy & Harper submitted the lowest bid for Scheduled B, as mentioned earlier the basis of bid is the total amount of Schedule A plus Schedule B. All American Asphalt's overall bid is the lowest.

All American Asphalt and Excel Paving's bids are spread by less than \$1,000. Typically if the spread between most or all bids is minimal, the scope of work is considered well defined indicating all bidders have a good understanding of the work and unlikely to present issues during construction. Also, agencies prefer to have bid results with more than three bidders to demonstrate competitiveness. In this case, four bids were received allowing staff to see a good spectrum of prices.

Potential factors that could account for the higher than expected construction cost are night work, weekend work, the constrained site not allowing the use of heavy machinery (requiring manual labor), and the economy (availability of similar work in the region).

FISCAL IMPACT

In January 2019, the expected Measure M and R local returns were \$65,000 and \$50,000 respectively. As the fiscal year approaches the fourth quarter, the local return amounts are more precise. Fiscal Year 2018/2019 Measure M local return allocation is anticipated to be \$40,000 and Measure R local return allocation is anticipated to be \$50,000.

Taking a conservative approach, fiscal Year 2019/2020, Measure M local return allocation is anticipated to be \$30,000 and Measure R local return allocation is anticipated to be \$25,000. At the May 13, 2019 City Council meeting, \$115,000 of local returns was allocated to the project, with \$92,200 of the \$115,000 reserved for construction.

To move forward on the next steps on the project, the anticipated fiscal year 2019/2020 local returns for Measure R and M (total \$55,000) and \$116,300 of General Fund are needed to fully fund the project. The table below summarizes the project cost and recommended funding source.

Phase	Project Cost	Funding Source	Amount FY 18/19	Amount FY 19/20
Design	\$22,800	Measure R	\$50,000	\$25,000
Construction	\$238,500	Measure M	\$40,000	\$30,000
		General Fund	\$0	\$116,300
Total	\$261,300		\$90,000	\$171,300

RECOMMENDATION

Staff recommends that the City Council award a construction contract through the City of Rolling Hills Estate to All American Asphalt for the rehabilitation of the City Hall parking lot project for an amount not-to-exceed \$238,480.96.

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Memorandum

TO: Mr. Greg Grammer, Assistant City Manager
FROM: Amanda Perez, Administrative Assistant
DATE: 5/22/2019
SUBJECT: Bid Analysis for 2019-2020 Street Resurfacing Project
City of Rolling Hills Estates
Project No. 108765

- A. The City received a total of four bids for the subject project. Bids were opened on May 20, 2019. Bids ranged from a low of \$665,727.20 to a high of \$930,000.00, with an average bid of \$761,896.68. The following bids were received:

1	All American Asphalt	\$665,727.20
2	Excel Paving	\$718,929.32
3	Hardy & Harper	\$732,930.20
4	Onyx Paving	\$930,000.00

All American Asphalt submitted the low bid of \$665,727.20, which was \$56,316.95 higher than the engineer's estimate of \$609,410.25.

Staff identified the following irregularities in the bids:

1. Bid Schedule B, Item No. 1, the line item total is not correct however the unit price and grand total for Bid Schedule B are correct

- B. Staff verified the low bidder's proposal as follows:

1. The low bidder submitted the proposal on the required forms and provided all requested information.
2. With the exception noted above, the low bidder computed the total amount bid and extended amounts correctly.
3. Staff verified with the State Contractor's License Board (www.cslb.ca.gov) and the California Department of Industrial Relations (<https://efiling.dir.ca.gov/PWCR/Search.action>) that the low bidder and all subcontractors hold current and active State Contractor's Licenses and are registered with the DIR, as follows:

Memorandum p. 2

Contractor Name	License No. & Class	License Expiration Date	DIR Registration No.
All American Asphalt	267073, Class A & C12	1/31/2020	1000001051
Elecnor Belco	738518, Class C10, B & A	7/31/2019	1000004804
Pavement Rehab	1051374, Class C12	03/31/2021	1000064823
Superior Pavement	776306, Class C32, C31 & C-61/D38	8/31/2019	1000001476
Traffic Loops Crackfill	652956, Class C10 & C32	8/31/2020	1000003794
Case Land Survey	LS5411, Land Surveyor	9/30/2020	1000001533

4. Staff verified that the low bidder's Workers' Compensation Insurance coverage is current.
5. A proposal guarantee accompanied the proposal in the form of a Bid Bond totaling ten percent (10%) of the bid. The low bidder signed and properly notarized the Bid Bond. The surety agent, Fidelity and Deposit Company of Maryland, verified the Bid Bond and confirmed that it would provide the Bonds for Performance and Labor and Materials.
6. Staff verified through the State Department of Insurance website (<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile>) that the Bonding Company, Fidelity and Deposit Company of Maryland, is an admitted surety in the State of California.
7. Staff verified that neither the low bidder nor any of its key personnel appear on the Federal or State debarment lists (<https://www.sam.gov>; <http://www.dir.ca.gov/dlse/debar.html>).
8. The low bidder has successfully completed several recent projects in Southern California.

Attachments: Bid Analysis
Website printouts verifying contractor

Contractor's License Detail for License # 267073

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

ALL AMERICAN ASPHALT
P O BOX 2229
CORONA, CA 92878
Business Phone Number:(951) 736-7600

Entity Corporation
Issue Date 01/19/1971
Expire Date **01/31/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

Bond Number: 08727441

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **LPM7627119** for MARK ALBERT LUER in the amount of **\$12,500** with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

Effective Date: 12/30/2011

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY

Policy Number: WC593205705

Effective Date: 08/01/2018

Expire Date: 08/01/2019

[Workers' Compensation History](#)

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

[Home](#) | [Online Services](#) | [License Detail](#) | [Personnel List](#)

Contractor's License Detail (Personnel List)

Contractor License # 267073

Contractor Name ALL AMERICAN ASPHALT

Click on the person's name to see a more detailed page of information on that person

Personnel Currently Associated with License

Name	MARK ALBERT LUER
Title	RMO
Association Date	12/07/1999
Classification	A
Additional Classification	There are additional classifications that can be viewed by selecting this link.
Name	MICHAEL SCOTT FARKAS
Title	OFFICER
Association Date	01/20/2016
Name	EDWARD JOHN CARLSON
Title	OFFICER
Association Date	01/20/2016

Personnel No Longer Associated with License

Name	JOHN HOLLIS GLEASON
Title	OFFICER
Association Date	12/22/1981
Disassociation Date	02/14/1986

Name DANIEL DAYTON SISEMORE
Title RMO / CEO / PRES
Association Date 03/23/1977
Disassociation Date 11/11/2011
Classification C12
Additional Classification There are additional classifications that can be viewed by selecting this link.

Name ROBERT SIDNEY BRADLEY
Title OFFICER
Association Date 12/22/1981
Disassociation Date 10/21/2015

Name KENNETH PERSHING MC GUIRE
Title OFFICER
Association Date 02/14/1986
Disassociation Date 12/31/2016

Name THOMAS TOSCAS
Title OFFICER
Association Date 03/23/1977
Disassociation Date 10/21/2015

[CSLB Email Login](#)

Contractor Information

Legal Entity Name ALL AMERICAN ASPHALT
 Corporation
 Active
 1000001051
 05/11/18
 06/30/19
 PO BOX 2229 CORONA 92878 CA United States of America
 400 E SIXTH ST CORONA 92879 CA United States of America
 publicworks@allamericanasphalt.com
 License Number (s)
 CSLB:267073

Legal Entity Information

Corporation Number: 057879
 Federal Employment Identification Number:
 President Name: MARK LUER
 Vice President Name: EDWARD J CARLSON
 Treasurer Name: MICHAEL FARKAS
 Secretary Name: MICHAEL FARKAS
 CEO Name:
 Agent of Service Name:
 Agent of Service Mailing Address: CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:
 Please provide your current worker's compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier
 Policy Holder Name: ALL AMERICAN ASPHALT
 Insurance Carrier: ZURICH AMERICAN INSURANCE COMPANY
 Policy Number: WC593205701
 Inception date: 08/01/17
 Expiration Date: 08/31/18

SAM Search Results
List of records matching your search for :

Search Term : ALL AMERICAN ASPHALT*
Record Status: Active

ENTITY	ALL AMERICAN ASPHALT	Status: Active
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DUNS: 048763379	+4:	CAGE Code: 626Q0	DoDAAC:
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Expiration Date: 03/11/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 400 E 6TH ST	State/Province: CALIFORNIA
City: CORONA	Country: UNITED STATES
ZIP Code: 92879-1521	

SAM Search Results
List of records matching your search for :

Search Term : Mark Luer*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Michael Farkas*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Edward carlson*
Record Status: Active

No Search Results

Contractor's License Detail for License # 738518

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

ELECNOR BELCO ELECTRIC INC
14320 ALBERS WAY
CHINO, CA 91710
Business Phone Number:(909) 993-5470

Entity Corporation
Issue Date 07/28/1997
Expire Date 07/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL
B - GENERAL BUILDING CONTRACTOR
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

Bond Number: LPM9197211

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **LPM9172203** for JOHN LOON-HAE WONG in the amount of **\$12,500** with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

Effective Date: 10/28/2014

Workers' Compensation

This license has workers compensation insurance with the HARTFORD FIRE INSURANCE COMPANY

Policy Number: 10WEAAA6VQ6

Effective Date: 11/01/2017

Expire Date: 11/01/2019

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

[Home](#) | [Online Services](#) | [License Detail](#) | [Personnel List](#)

Contractor's License Detail (Personnel List)

Contractor License # 738518

Contractor Name ELECNOR BELCO ELECTRIC INC

Click on the person's name to see a more detailed page of information on that person

Personnel Currently Associated with License

Name	JOHN LOON-HAE WONG
Title	RMO
Association Date	11/14/2014
Classification	A
Additional Classification	There are additional classifications that can be viewed by selecting this link.
Name	ALBERTO GARCIA DE LOS ANGELES
Title	CEO / PRESIDENT
Association Date	08/04/2015
Name	JERONIMO GERVILLA MARQUEZ
Title	OFFICER
Association Date	03/13/2017

Personnel No Longer Associated with License

Name	GLENN GORDON DE SOTO
Title	OFFICER
Association Date	06/18/2012
Disassociation Date	02/01/2016
Name	CRAIG JAY SOTELO
Title	CEO / PRESIDENT
Association Date	06/18/2001
Disassociation Date	08/08/2005

Name MATTHEW RICHARD DAVIS
Title RME
Association Date 04/15/2014
Disassociation Date 05/31/2016
Classification C10
Additional Classification There are additional classifications that can be viewed by selecting this link.

Name JEFFREY JOHN BERNARDINO
Title RMO / CEO / PRES
Association Date 07/28/1997
Disassociation Date 04/15/2014
Classification C10
Additional Classification There are additional classifications that can be viewed by selecting this link.

Name KATHERINE SPEIK BERNARDINO
Title OFFICER
Association Date 07/28/1997
Disassociation Date 06/18/2012

Name JUAN BAUTISTA BRAVO POBLACIONES
Title CEO / PRESIDENT
Association Date 05/16/2017
Disassociation Date 01/01/2019

[CSLB Email Login](#)

Contractor Information

Legal Entity Name
 Corporation
 Active
 1000004804
 07/01/19
 06/30/22
 14320 ALBERS WAY CHINO 91710 CA United States of America
 14320 ALBERS WAY CHINO 91710 CA United States of America
 rwlks@elecnor.com
 License Number (s)
 CSLB:738518

ELEC NOR BELCO ELECTRIC, INC.

Legal Entity Information

Corporation Number: C1982436
 Federal Employment Identification
 Number:
 President Name: ALBERTO GARCIA
 Vice President Name:
 Treasurer Name:
 Secretary Name:
 CEO Name:
 Agent of Service Name:
 Agent of Service Mailing Address: CA United States of America

Worker's Compensation

Do you lease employees through
 Professional Employer Organization
 (PEO)? No
 Please provide your current worker's
 compensation insurance information
 below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier
 Policy Holder Name: ELEC NOR BELCO ELECTRIC, INC.
 Insurance Carrier: HARTFORD FIRE INSURANCE COMPANY
 Policy Number: 10 WEA AA6VQ6
 Inception date: 11/01/18
 Expiration Date: 11/01/19

SAM Search Results
List of records matching your search for :

Search Term : Elecnor Belco Electric, Inc.*
Record Status: Active

ENTITY	Elecnor Belco Electric, Inc.	Status: Active
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DUNS: 931095822	+4:	CAGE Code: 7U0C8	DoDAAC:
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Expiration Date: 03/12/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
-----------------------------	---------------------------	-----------------------------

Address: 14320 ALBERS WAY

City: CHINO

ZIP Code: 91710-1134

State/Province: CALIFORNIA




Country: UNITED STATES



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

 [Log In](#)

[Login.gov FAQs](#)

-  ALERT: June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
-  ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/15/2019, from 8:00 AM to 1:00 PM (EDT).
-  ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Entity Dashboard	Wong, John	11 Selwyn Rd Belmont, MA, 02478-3557, UNITED STATES
DUNS: 081335891	CAGE Code: 85PZ2	
Status: Active		
Expiration Date: 08/20/2019		
Purpose of Registration: All Awards		
Entity Overview		
<ul style="list-style-type: none">▶ Entity Overview▶ Entity Registration<ul style="list-style-type: none">▶ Core Data▶ Assertions▶ Reps & Certs▶ POCs▶ Exclusions<ul style="list-style-type: none">▶ Active Exclusions▶ Inactive Exclusions▶ Excluded Family Members	<div>Entity Registration Summary Name: Wong, John Business Type: Business or Organization Last Updated By: John Wong Registration Status: Active Activation Date: 08/23/2018 Expiration Date: 08/20/2019</div> <div>Exclusion Summary Active Exclusion Records? No</div>	
RETURN TO SEARCH		



IBM-P-20190315-1318
WWW8

Search Records	Disclaimers	FAPIS.gov
Data Access	Accessibility	GSA.gov/IAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SAM Search Results
List of records matching your search for :

Search Term : Alberti Garcia De Los Angeles*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Jeronimo Marquez*
Record Status: Active

No Search Results

Contractor's License Detail for License # 1051374

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

CARTER ENTERPRISES GROUP INC
dba PAVEMENT REHAB CO

1181 PRINCESS CT
COSTA MESA, CA 92626
Business Phone Number:(951) 750-2736

Entity Corporation
Issue Date 03/18/2019
Expire Date **03/31/2021**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C12 - EARTHWORK AND PAVING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100432591

Bond Amount: \$15,000

Effective Date: 03/11/2019

Bond of Qualifying Individual

The qualifying individual COREY ROBERT KIRSCHNER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/18/2019

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY

Policy Number: WC106300500

Effective Date: 03/14/2019

Expire Date: 03/14/2020

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

[Home](#) | [Online Services](#) | [License Detail](#) | [Personnel List](#)

Contractor's License Detail (Personnel List)

Contractor License # 1051374

Contractor Name CARTER ENTERPRISES GROUP INC

Click on the person's name to see a more detailed page of information on that person

Personnel Currently Associated with License

Name	COREY ROBERT KIRSCHNER
Title	RMO
Association Date	03/18/2019
Classification	C12
Name	ROBERT ANDREW STEEN
Title	CEO / PRESIDENT
Association Date	03/18/2019

[CSLB Email Login](#)

Contractor Information

Legal Entity Name
 Corporation
 Active
 1000064823
 03/19/19
 06/30/19
 1181 PRINCESS COURT COSTA MESA 92626 CA United States of America
 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
 anarayprc@gmail.com
 PAVEMENT REHAB CO.
 License Number (s)
 CSLB:1051374

CARTER ENTERPRISES GROUP, INC.

Legal Entity Information

Corporation Number: C4228088
 Federal Employment Identification
 Number:
 President Name: ROBERT STEEN
 Vice President Name:
 Treasurer Name:
 Secretary Name:
 CEO Name:
 Agent of Service Name:
 Agent of Service Mailing Address: CA United States of America

Worker's Compensation

Do you lease employees through
 Professional Employer Organization
 (PEO)?:

Please provide your current worker's
 compensation insurance information
 below:

PEO Information	Name	Phone	Email
PEO	PEO	PEO	

Exempt from workers' compensation insurance

Exempt Reason: Owner/Operator

Insurance Carrier:

SAM Search Results
List of records matching your search for :

Search Term : Pavement Rehab*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Corey Kirschner*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Robert Steen*
Record Status: Active

No Search Results

Contractor's License Detail for License # 776306

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SUPERIOR PAVEMENT MARKINGS INC
5312 CYPRESS ST
CYPRESS, CA 90630
Business Phone Number:(714) 995-9100

Entity Corporation

Issue Date 03/17/2000

Reissue Date 08/13/2007

Expire Date 08/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C32 - PARKING AND HIGHWAY IMPROVEMENT
C31 - CONSTRUCTION ZONE TRAFFIC CONTROL
C-61 / D38 - SAND AND WATER BLASTING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100226797

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JOHN MATTHEW LUCAS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/11/2016

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY

Policy Number:SWC1197018

Effective Date: 06/01/2018

Expire Date: 06/01/2019

[Workers' Compensation History](#)

Miscellaneous Information

08/13/2007 - LICENSE REISSUED TO ANOTHER ENTITY

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

[Home](#) | [Online Services](#) | [License Detail](#) | [Personnel List](#)

Contractor's License Detail (Personnel List)

Contractor License # 776306

Contractor Name SUPERIOR PAVEMENT MARKINGS INC

Click on the person's name to see a more detailed page of information on that person

Personnel Currently Associated with License

Name	JOHN MATTHEW LUCAS
Title	RMO / CEO / PRES
Association Date	12/03/2009
Classification	C32
Additional Classification	There are additional classifications that can be viewed by selecting this link.
Name	DARREN BRIEN VELTZ
Title	OFFICER
Association Date	12/03/2009

Personnel No Longer Associated with License

Name	SABAS TRUJILLO
Title	RMO / CEO / PRES
Association Date	03/17/2000
Disassociation Date	12/17/2009
Classification	C32
Additional Classification	There are additional classifications that can be viewed by selecting this link.

[CSLB Email Login](#)

Contractor Information

Legal Entity Name
 Corporation
 Active
 1000001476
 06/18/18
 06/30/19
 5312 CYPRESS STREET CYPRESS 90630 CA United States of America
 5312 CYPRESS STREET CYPRESS 90630 CA United States of America
 superiorpavementmarkings@gmail.com
 STREET STRIPING
 CONSTRUCTION ZONE TRAFFIC CONTROL
 PARKING & HIGHWAY IMPROVEMENT
 License Number (s)
 CSLB:776306

SUPERIOR PAVEMENT MARKINGS

Legal Entity Information

Corporation Number: C2868038
 Federal Employment Identification Number:
 President Name: JOHN LUCAS
 Vice President Name: ROBERT GARCIA
 Treasurer Name:
 Secretary Name:
 CEO Name: DARREN VELTZ
 Agent of Service Name:
 Agent of Service Mailing Address: CA United States of America

Worker's Compensation

Do you lease employees through
 Professional Employer Organization
 (PEO)?:

Please provide your current worker's
 compensation insurance information
 below:

PEO PEO InformationName	PEO Phone	PEO Email

Insured by Carrier
 Policy Holder Name: SUPERIOR PAVEMENT MARKINGS
 Insurance Carrier: SECURITY NATIONAL INSURANCE COMPANY
 Policy Number: SWC1197018
 Inception date: 06/01/18
 Expiration Date: 06/01/19

SAM Search Results
List of records matching your search for :

Search Term : Superior Pavement*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : John Lucas*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Darren Veltz*
Record Status: Active

No Search Results

Contractor's License Detail for License # 652956

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

TRAFFIC LOOPS CRACKFILLING INC
946 S EMERALD STREET
ANAHEIM, CA 92804
Business Phone Number:(714) 520-4026

Entity Corporation
Issue Date 08/25/1992
Reissue Date 08/01/1996
Expire Date **08/31/2020**

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

Classifications

C10 - ELECTRICAL
C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 222209

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual MAI-LAN THI NGUYEN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 11/14/2007

[BQI's Bond History](#)

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number:C65213989

Effective Date: 12/01/2018

Expire Date: 12/01/2019

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

[Home](#) | [Online Services](#) | [License Detail](#) | [Personnel List](#)

Contractor's License Detail (Personnel List)

Contractor License # 652956

Contractor Name TRAFFIC LOOPS CRACKFILLING INC

Click on the person's name to see a more detailed page of information on that person

Personnel Currently Associated with License

Name	MAI-LAN THI NGUYEN
Title	RMO / CEO / PRES
Association Date	08/27/2002
Classification	C10
Additional Classification	There are additional classifications that can be viewed by selecting this link.

Personnel No Longer Associated with License

Name	LEE PETE NGUYEN
Title	RMO / CEO / PRES
Association Date	08/25/1992
Disassociation Date	06/15/2006
Classification	C10
Additional Classification	There are additional classifications that can be viewed by selecting this link.

[CSLB Email Login](#)

Contractor Information

Legal Entity Name
Corporation
Active
1000003794
06/26/18
06/30/19
946 S. EMERALD STREET ANAHEIM 92804 CA United States of America
946 S. EMERALD STREET ANAHEIM 92804 CA United States of America
trafficloops@sbcglobal.net
TRAFFIC LOOPS CRACKFILLING, INC.
License Number (s)
CSLB:652956

TRAFFIC LOOPS CRACKFILLING, INC.

Legal Entity Information

Corporation Number: C1524402
Federal Employment Identification
Number:
President Name: MAI-LAN NGUYEN
Vice President Name: MARY P NGUYEN
Treasurer Name: KIM LOAN NGUYEN
Secretary Name:
CEO Name:
Agent of Service Name:
Agent of Service Mailing Address: CA United States of America

Worker's Compensation

Do you lease employees through
Professional Employer Organization
(PEO)?:
Please provide your current worker's
compensation insurance information
below:

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier
Policy Holder Name: TRAFFIC LOOPS CRACKFILLING, INC.
Insurance Carrier: ACE AMERICAN INSURANCE COMPANY
Policy Number: RWC C64406334
Inception date: 12/01/17
Expiration Date: 12/01/18

SAM Search Results
List of records matching your search for :

Search Term : Traffic Loops Crackfill*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Mai-lan Nguyen*
Record Status: Active

No Search Results

Contractor Information

Legal Entity Name
 Corporation
 Active
 1000001533
 06/27/18
 06/30/19
 614 N. ECKHOFF STREET ORANGE 92868 CA United States of America
 614 N. ECKHOFF STREET ORANGE 92868 CA United States of America
 clsi@caselandsurveying.com
 SURVEYOR
 License Number (s)
 Surveyor:L5411

CASE LAND SURVEYING, INC.

Legal Entity Information

Corporation Number: C1370813
 Federal Employment Identification
 Number:
 President Name: LARRY V CASE
 Vice President Name: NONE
 Treasurer Name: NONE
 Secretary Name: STACY L CASE
 CEO Name: LARRY V CASE
 Agent of Service Name:
 Agent of Service Mailing Address: CA United States of America

Worker's Compensation

Do you lease employees through
 Professional Employer Organization
 (PEO)?:
 Please provide your current worker's
 compensation insurance information
 below:

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier
 Policy Holder Name: CASE LAND SURVEYING, INC.
 Insurance Carrier: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
 Policy Number: UB5276Y350
 Inception date: 01/01/16
 Expiration Date: 01/01/19

**BOARD FOR PROFESSIONAL
ENGINEERS, LAND SURVEYORS,
AND GEOLOGISTS
LICENSING DETAILS FOR: 5411**

NAME: CASE, LARRY VICTOR

LICENSE TYPE: LAND SURVEYOR

LICENSE STATUS: CLEAR

ADDRESS

614 N ECKHOFF ST
ORANGE CA 92868
ORANGE COUNTY

ISSUANCE DATE

MARCH 16, 1984

EXPIRATION DATE

SEPTEMBER 30, 2020

CURRENT DATE / TIME

MAY 21, 2019
2:33:29 PM

PUBLIC DOCUMENTS

› DOCUMENTS (1)

DOCUMENT: LINK

SAM Search Results
List of records matching your search for :

Search Term : CASE LAND SURVEYING, INC.*
Record Status: Active

No Search Results



Company Profile

Company Search

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150

Old Company Names

Effective Date

Agent For Service

KARISSA LOWRY
2710 GATEWAY OAKS DRIVE
SUITE 150N
SACRAMENTO CA 95833

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

[back to top](#)

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE

WORKERS' COMPENSATION

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Department of Industrial Relations

Labor Commissioner's Office :: DLSE Debarments

DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
Special Assistant to the Labor Commissioner
1515 Clay Street
Suite 401
Oakland, CA 94612
SNakagama@dir.ca.gov

Name of contractor	Period of debarment
RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc. CSLB Number: 892389	4/1/2017 through 8/18/2018 Decision LB 5266
Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship,	2/1/2017 through 1/31/2020 Decision 40-48480-516

<p>And GEHVAC Co., a sole proprietorship</p> <p>CSLB Number: 899312 and 1013848</p>	
<p>Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO</p> <p>CSLB Number: 849169</p>	<p>4/3/2018 through 10/3/2019 Decision SC 6390</p>
<p>Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189</p> <p>CSLB Number: 461897</p>	<p>3/1/2017 through 2/29/2020 Decision LB 6207</p>
<p>Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599</p> <p>CSLB Number: 827829</p>	<p>05/12/17 through 05/11/20 Decision SC 5517</p>
<p>Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706</p> <p>CSLB Number: 610549</p>	<p>10/31/16 through 10/30/19 Decision LB 6270</p>
<p>Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812</p> <p>2K Roofing 820 Kuenzli Street</p>	<p>05/14/17 through 05/13/20 Decision SC 6037</p>

Reno, NV 89502 CSLB Number: 954551	
Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101 Oxnard, CA 93030 5020 Wooley Rd. Oxnard, CA 93030 CSLB Number: #945723	6/01/16 through 5/31/17 Decision LB 5533
Diversified Building & Electric Company, Inc. 409 Tennant Station Morgan Hill, CA 95037 Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company CSLB Number: #765312	2/15/16 through 8/15/17 Decision SC 5714
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	4/1/44 through 3/31/47 Decision LB5742 4/1/41 through 3/31/44 Decision LB5665 4/1/36 through 3/31/39 Decision LB5740 4/1/33 through 3/31/37 Decision LB5651 4/1/33 through 3/31/37 Decision LB5739 4/1/24 through 3/31/27 Decision LB5741 4/1/30 through 3/31/33 Decision LB5743

	<p>4/1/27 through 3/31/30 Decision LB5666</p> <p>4/1/21 through 3/31/24 Decision LB5667</p> <p>4/1/18 through 3/31/21 Decision LB5668</p> <p>4/01/15 through 3/31/18 Decision LB5345</p>
<p>Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761</p>	<p>8/6/15 through 8/5/18 Decision</p>
<p>Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229</p>	<p>12/1/15 through 11/30/18 Decision</p>
<p>Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832</p>	<p>9/11/15 through 3/10/17 Decision</p>
<p>Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770</p> <p>William Ben Hicks, an individual; Margaret Mary Hicks, an individual</p>	<p>2/01/15 through 1/31/18 Decision</p>
<p>L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591</p>	<p>2/01/15 through 1/31/18 Decision</p>

Alon Gamliel, an individual	
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO	4/01/15 through 3/31/18 Decision
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	4/01/15 through 3/31/18 Decision
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306	12/15/14 through 12/14/16 Decision
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	11/3/14 through 11/2/17 Decision
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871	11/3/14 through 11/2/15 Decision

Paso Robles, CA 93447 CSLB# 753575	
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	8/1/14 through 7/31/17 Decision
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/13/17 Decision
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President	8/4/14 through 8/3/17 Decision

Dora Maria Contreras, an Individual and Agent/Officer of the Corporation	
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/16 Decision
Ayodejia A. Ogundare, Individual Db a Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308	5/15/2013 through 5/15/2014 Decision

CLSB#710322	
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct.	3/1/11 through 2/28/14 Decision Addendum

<p>Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)</p>	
<p>Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)</p> <p>David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993</p> <p>Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901</p>	<p>7/1/10 through 6/30/13 Decision</p>
<p>Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)</p> <p>Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10</p>	<p>4/19/10 through 4/18/13 Decision</p>
<p>Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595</p> <p>David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10</p>	<p>3/18/10 through 3/17/13 Decision</p>

S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	10/15/09 through 10/14/12 Decision
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	8/5/09 through 8/4/12 Decision
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	5/14/09 through 5/13/12 Decision
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	3/16/09 through 3/15/12 Decision>

June 2018

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**CITY OF ROLLING HILLS ESTATES
BID ANALYSIS FOR
2019-2020 Street Resurfacing Project**

BID SUMMARY

ITEM	DESCRIPTION	QTY.	UNIT	Engineer's Estimate		All American		Excel Paving		Hardy & Harper		Onyx Paving	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Cold mill existing asphalt concrete pavement, 1-3/4" uniform depth	207,751	SF	\$ 0.25	\$51,937.75	\$0.29	\$60,247.79	\$0.32	\$66,480.32	\$0.50	\$103,875.50	\$0.27	\$56,092.77
2	Sawcut and remove existing asphalt pavement and base section per construction plans	3,841	SF	\$ 7.00	\$26,887.00	\$5.45	\$20,933.45	\$5.00	\$19,205.00	\$8.25	\$31,688.25	\$5.50	\$21,125.50
3	Construct 1-3/4" thick Asphalt Rubber Hot Mix overlay (ARHM GG-C)	2,272	TON	\$ 120.00	\$272,640.00	\$102.00	\$231,744.00	\$94.00	\$213,568.00	\$105.00	\$238,560.00	\$111.00	\$252,192.00
4	Conventional asphalt concrete pavement PG 64-10	145	TON	\$ 100.00	\$14,500.00	\$165.00	\$23,925.00	\$125.00	\$18,125.00	\$177.00	\$25,665.00	\$176.00	\$25,520.00
5	Construction C.A.B section per construction plans	96	TON	\$ 75.00	\$7,200.00	\$46.00	\$4,416.00	\$75.00	\$7,200.00	\$167.00	\$16,032.00	\$88.00	\$8,448.00
6	Remove and construct curb to match existing per SSPWC DTL 120-2	40	LF	\$ 45.00	\$1,800.00	\$48.00	\$1,920.00	\$120.00	\$4,800.00	\$150.00	\$6,000.00	\$123.00	\$4,920.00
7	Remove and construct curb ramp per SSPWC Standard Plan 111-4, case and type per construction plan	1	EA	\$ 3,500.00	\$3,500.00	\$5,800.00	\$5,800.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$9,600.00	\$9,600.00
8	Remove existing AC section and construct 8-inch thick cross gutter section to nearest joint per SSPWC 122-2	90	SF	\$ 20.00	\$1,800.00	\$37.00	\$3,330.00	\$50.00	\$4,500.00	\$58.00	\$5,220.00	\$77.00	\$6,930.00
9	Adjust M.H. to grade	2	EA	\$ 800.00	\$1,600.00	\$1,700.00	\$3,400.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00
10	Install signing and striping on Palos Verdes Drive North between Rolling Hills Road to Dapplegray Lane complete per plan	1	LS	\$ 17,000.00	\$17,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$37,500.00	\$37,500.00	\$61,971.73	\$61,971.73
11	Install loop detectors complete per plans	23	EA	\$ 500.00	\$11,500.00	\$310.00	\$7,130.00	\$240.00	\$5,520.00	\$300.00	\$6,900.00	\$400.00	\$9,200.00
12	Replace survey monuments	1	LS	\$ 1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$2,400.00	\$2,400.00	\$9,500.00	\$9,500.00	\$8,000.00	\$8,000.00
13	Traffic control and plan	1	LS	\$ 15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$95,000.00	\$95,000.00	\$27,128.45	\$27,128.45	\$142,000.00	\$142,000.00
14	Special project site maintenance.	1	NTE	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Bid Schedule A Total				\$431,864.75		\$427,246.24		\$475,798.32		\$532,069.20		\$616,000.00
	Bid Schedule A Additive Alternative												
1	Cold mill existing asphalt concrete pavement, 1-3/4" uniform depth	172,883	SF	\$ 0.25	\$43,220.75	\$0.39	\$67,424.37	\$0.40	\$69,153.20	\$0.30	\$51,864.90	\$0.27	\$46,678.41
2	Sawcut and remove existing asphalt pavement and base section per construction plans	3,160	SF	\$ 7.00	\$22,120.00	\$6.25	\$19,750.00	\$5.00	\$15,800.00	\$4.00	\$12,640.00	\$5.50	\$17,380.00
3	Construct 1-3/4" thick Asphalt Rubber Hot Mix overlay (ARHM GG-C)	1,890	TON	\$ 120.00	\$226,800.00	\$103.00	\$194,670.00	\$97.00	\$183,330.00	\$102.00	\$192,780.00	\$111.00	\$209,790.00
4	Conventional asphalt concrete pavement PG 64-10	78	TON	\$ 100.00	\$7,900.00	\$192.00	\$15,168.00	\$125.00	\$9,875.00	\$160.00	\$12,640.00	\$176.00	\$13,904.00

**CITY OF ROLLING HILLS ESTATES
BID ANALYSIS FOR
2019-2020 Street Resurfacing Project**

BID SUMMARY

ITEM	DESCRIPTION	QTY.	UNIT	Engineer's Estimate		All American		Excel Paving		Hardy & Harper		Onyx Paving	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
5	Construction C.A.B section per construction plans	115	TON	\$ 75.00	\$8,625.00	\$50.00	\$5,750.00	\$75.00	\$8,625.00	\$65.00	\$7,475.00	\$88.00	\$10,120.00
6	Remove and construct curb to match existing per SSPWC DTL 120-2, A2-6	70	LF	\$ 45.00	\$3,150.00	\$85.00	\$5,950.00	\$150.00	\$10,500.00	\$110.00	\$7,700.00	\$123.00	\$8,610.00
7	Adjust valve cans to grade	11	EA	\$ 500.00	\$5,500.00	\$250.00	\$2,750.00	\$500.00	\$5,500.00	\$420.00	\$4,620.00	\$1,500.00	\$16,500.00
8	Install signing and striping on Palos Verdes Drive North between East City Limit to Palos Verdes Drive East complete per plan	1	LS	\$ 10,000.00	\$10,000.00	\$29,000.00	\$29,000.00	\$30,000.00	\$30,000.00	\$22,400.00	\$22,400.00	\$29,017.59	\$29,017.59
9	Install loop detectors complete per plans	10	EA	\$ 500.00	\$5,000.00	\$325.00	\$3,250.00	\$300.00	\$3,000.00	\$250.00	\$2,500.00	\$400.00	\$4,000.00
10	Replace survey monuments	1	LS	\$ 1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00
11	Traffic control and plan	1	LS	\$ 7,500.00	\$7,500.00	\$39,000.00	\$39,000.00	\$54,000.00	\$54,000.00	\$2,500.00	\$2,500.00	\$88,000.00	\$88,000.00
12	Special project site maintenance	1	NTE	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Bid Schedule A Additive Alternative Total				\$346,316.75		\$390,512.37		\$398,783.20		\$326,619.90		\$456,000.00
	Bid Schedule B												
1	Cold mill existing asphalt concrete pavement, 1-3/4" uniform depth	9,794	SF	\$ 0.25	\$2,448.50	\$0.29	\$2,840.26	\$1.00	\$9,794.00	\$0.50	\$4,897.00	\$0.27	\$2,644.38
2	Sawcut and remove existing asphalt pavement and base section per construction plans	5,628	SF	\$ 7.00	\$39,382.00	\$5.45	\$30,661.70	\$5.00	\$28,130.00	\$4.00	\$22,504.00	\$5.50	\$30,943.00
3	Construct 1-3/4" thick Asphalt Rubber Hot Mix overlay (ARHM GG-C)	108	TON	\$ 120.00	\$12,960.00	\$200.00	\$21,600.00	\$94.00	\$10,152.00	\$111.00	\$11,988.00	\$111.00	\$11,988.00
4	Conventional asphalt concrete pavement PG 64-10	205	TON	\$ 100.00	\$20,500.00	\$165.00	\$33,825.00	\$100.00	\$20,500.00	\$105.00	\$21,525.00	\$175.00	\$36,080.00
5	Construction C.A.B section per construction plans	226	TON	\$ 75.00	\$16,950.00	\$46.00	\$10,396.00	\$60.00	\$13,560.00	\$46.00	\$10,396.00	\$88.00	\$19,888.00
6	Remove and construct curb and gutter per SSPWC DTL 120-2, Type A2-6	265	LF	\$ 45.00	\$11,925.00	\$73.00	\$19,345.00	\$72.00	\$19,080.00	\$70.00	\$18,550.00	\$123.00	\$32,595.00
7	Construct concrete ADA compliant sidewalk with a maximum 2% cross slope and maximum 8.33% run. Hand rails as needed	407	SF	\$ 15.00	\$6,105.00	\$39.00	\$15,873.00	\$45.00	\$18,315.00	\$40.00	\$16,280.00	\$65.00	\$26,455.00
8	Install ADA compliant truncated domes per SSPWC 111-5	3	EA	\$ 1,000.00	\$3,000.00	\$670.00	\$2,010.00	\$500.00	\$1,500.00	\$557.00	\$1,671.00	\$2,000.00	\$6,000.00
9	ADA path of travel ramps construction survey and shop drawings	1	LS	\$ 10,000.00	\$10,000.00	\$4,100.00	\$4,100.00	\$1,400.00	\$1,400.00	\$3,500.00	\$3,500.00	\$24,000.00	\$24,000.00
10	Remove and replace parking lot light standards in-kind	2	EA	\$ 7,000.00	\$14,000.00	\$20,400.00	\$40,800.00	\$12,000.00	\$24,000.00	\$13,200.00	\$26,400.00	\$16,000.00	\$32,000.00

**CITY OF ROLLING HILLS ESTATES
BID ANALYSIS FOR
2019-2020 Street Resurfacing Project**

BID SUMMARY

ITEM	DESCRIPTION	QTY.	UNIT	Engineer's Estimate		All American		Excel Paving		Hardy & Harper		Onyx Paving	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
11	Install signing and striping on Portuguese Bend Road between Palos Verdes Drive North to Entrance Gates complete per plan	1	LS	\$ 14,000.00	\$14,000.00	\$5,300.00	\$5,300.00	\$6,000.00	\$6,000.00	\$5,400.00	\$5,400.00	\$7,000.00	\$7,000.00
12	Install signing and striping for Rolling Hills City Hall Parking Lot complete per plan	1	LS	\$ 3,000.00	\$3,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,500.00	\$13,500.00	\$13,000.00	\$13,000.00
13	Install loop detectors complete per plan	8	EA	\$ 300.00	\$2,400.00	\$310.00	\$2,480.00	\$300.00	\$2,400.00	\$250.00	\$2,000.00	\$400.00	\$3,200.00
14	Weed spray, clean out cracks and crack seal	1	LS	\$ 250.00	\$250.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$17,500.00	\$17,500.00	\$6,206.62	\$6,206.62
15	Slurry Seal Type II with 2% latex	25	ELT	\$ 325.00	\$8,125.00	\$510.00	\$12,750.00	\$680.00	\$17,000.00	\$750.00	\$18,750.00	\$800.00	\$20,000.00
16	Traffic control and plan	1	LS	\$ 7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$43,000.00	\$43,000.00	\$1,000.00	\$1,000.00	\$37,000.00	\$37,000.00
17	Special project site maintenance.	1	NTE	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Bid Schedule B Total				\$177,645.50		\$238,480.96		\$239,131.00		\$200,881.00		\$314,000.00
	TOTAL BID SCHEDULE A AND B				\$609,410.25		\$665,727.20		\$718,929.32		\$732,930.20		\$930,000.00
	GRAND TOTAL (with Additive)				\$956,726.00		\$1,056,239.57		\$1,117,712.52		\$1,059,550.10		\$1,386,000.00

5/20/2019
JF:ap 108765

**CITY OF ROLLING HILLS ESTATES
BID ANALYSIS
2019-2020 Street Resurfacing Project**

<u>BIDDERS</u>	<u>BID AMOUNT</u>
All American	\$ 665,727.20
Excel Paving	\$ 718,929.32
Hardy & Harper	\$ 732,930.20
Onyx Paving	\$ 930,000.00
BID AMOUNT AVERAGE	\$ 761,896.68

5/20/2019
JF:ap 108765

**CITY OF ROLLING HILLS ESTATES
BID ANALYSIS FOR
2019-2020 Street Resurfacing Project**

ANALYSIS

ITEM	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE	AVERAGE BID	LOW BID	
						Amount	Bidder
	Bid Schedule A						
1	Cold mill existing asphalt concrete pavement, 1-3/4" uniform depth	207,751	SF	\$ 0.25	\$ 0.35	\$ 0.27	Onyx Paving
2	Sawcut and remove existing asphalt pavement and base section per construction plans	3,841	SF	\$ 7.00	\$ 6.05	\$ 5.00	Excel Paving
3	Construct 1-3/4" thick Asphalt Rubber Hot Mix overlay (ARHM GG-C)	2,272	TON	\$ 120.00	\$ 103.00	\$ 94.00	Excel Paving
4	Conventional asphalt concrete pavement PG 64-10	145	TON	\$ 100.00	\$ 160.75	\$ 125.00	Excel Paving
5	Construction C.A.B section per construction plans	96	TON	\$ 75.00	\$ 94.00	\$ 46.00	All American
6	Remove and construct curb to match existing per SSPWC DTL 120-2	40	LF	\$ 45.00	\$ 110.25	\$ 48.00	All American
7	Remove and construct curb ramp per SSPWC Standard Plan 111-4, case and type per construction plan	1	EA	\$ 3,500.00	\$ 9,600.00	\$ 5,800.00	All American
8	Remove existing AC section and construct 8-inch thick cross gutter section to nearest joint per SPPWC 122-2	90	SF	\$ 20.00	\$ 55.50	\$ 37.00	All American
9	Adjust M.H. to grade	2	EA	\$ 800.00	\$ 1,800.00	\$ 1,000.00	Excel Paving
10	Install signing and striping on Palos Verdes Drive North between Rolling Hills Road to Dapplegray Lane complete per plan	1	LS	\$ 17,000.00	\$ 38,867.93	\$ 28,000.00	All American
11	Install loop detectors complete per plans	23	EA	\$ 500.00	\$ 312.50	\$ 240.00	Excel Paving
12	Replace survey monuments	1	LS	\$ 1,500.00	\$ 5,325.00	\$ 1,400.00	All American
13	Traffic control and plan	1	LS	\$ 15,000.00	\$ 73,532.11	\$ 27,128.45	Hardy & Harper
14	Special project site maintenance.	1	NTE	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	All American
	Bid Schedule A Additive Alternative						
1	Cold mill existing asphalt concrete pavement, 1-3/4" uniform depth	172,883	SF	\$ 0.25	\$ 0.34	\$ 0.27	Onyx Paving
2	Sawcut and remove existing asphalt pavement and base section per construction plans	3,160	SF	\$ 7.00	\$ 5.19	\$ 4.00	Hardy & Harper
3	Construct 1-3/4" thick Asphalt Rubber Hot Mix overlay (ARHM GG-C)	1,890	TON	\$ 120.00	\$ 103.25	\$ 97.00	Excel Paving
4	Conventional asphalt concrete pavement PG 64-10	79	TON	\$ 100.00	\$ 163.25	\$ 125.00	Excel Paving

**CITY OF ROLLING HILLS ESTATES
BID ANALYSIS FOR
2019-2020 Street Resurfacing Project**

ANALYSIS

ITEM	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE	AVERAGE BID	LOW BID	
						Amount	Bidder
5	Construction C.A.B section per construction plans	115	TON	\$ 75.00	\$ 69.50	\$ 50.00	All American
6	Remove and construct curb to match existing per SSPWC DTL 120-2, A2-6	70	LF	\$ 45.00	\$ 117.00	\$ 85.00	All American
7	Adjust valve cans to grade	11	EA	\$ 500.00	\$ 667.50	\$ 250.00	All American
8	Install signing and striping on Palos Verdes Drive North between East City Limit to Palos Verdes Drive East complete per plan	1	LS	\$ 10,000.00	\$ 27,604.40	\$ 22,400.00	Hardy & Harper
9	Install loop detectors complete per plans	10	EA	\$ 500.00	\$ 318.75	\$ 250.00	Hardy & Harper
10	Replace survey monuments	1	LS	\$ 1,500.00	\$ 4,575.00	\$ 2,800.00	All American
11	Traffic control and plan	1	LS	\$ 7,500.00	\$ 45,875.00	\$ 2,500.00	Hardy & Harper
12	Special project site maintenance	1	NTE	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	All American
	Bid Schedule B						
1	Cold mill existing asphalt concrete pavement, 1-3/4" uniform depth	9,794	SF	\$ 0.25	\$ 0.52	\$ 0.27	Onyx Paving
2	Sawcut and remove existing asphalt pavement and base section per construction plans	5,626	SF	\$ 7.00	\$ 4.99	\$ 4.00	Hardy & Harper
3	Construct 1-3/4" thick Asphalt Rubber Hot Mix overlay (ARHM GG-C)	108	TON	\$ 120.00	\$ 129.00	\$ 94.00	Excel Paving
4	Conventional asphalt concrete pavement PG 64-10	205	TON	\$ 100.00	\$ 136.50	\$ 100.00	Excel Paving
5	Construction C.A.B section per construction plans	226	TON	\$ 75.00	\$ 60.00	\$ 46.00	All American
6	Remove and construct curb and gutter per SSPWC DTL 120-2, Type A2-6	265	LF	\$ 45.00	\$ 84.50	\$ 70.00	Hardy & Harper
7	Construct concrete ADA compliant sidewalk with a maximum 2% cross slope and maximum 8.33% run. Hand rails as needed	407	SF	\$ 15.00	\$ 47.25	\$ 39.00	All American
8	Install ADA compliant truncated domes per SSPWC 111-5	3	EA	\$ 1,000.00	\$ 956.75	\$ 557.00	Hardy & Harper
9	ADA path of travel ramps construction survey and shop drawings	1	LS	\$ 10,000.00	\$ 8,250.00	\$ 1,400.00	Excel Paving
10	Remove and replace parking lot light standards in-kind	2	EA	\$ 7,000.00	\$ 15,400.00	\$ 12,000.00	Excel Paving
11	Install signing and striping on Portuguese Bend Road between Palos Verdes Drive North to Entrance Gates complete per plan	1	LS	\$ 14,000.00	\$ 5,925.00	\$ 5,300.00	All American

**CITY OF ROLLING HILLS ESTATES
BID ANALYSIS FOR
2019-2020 Street Resurfacing Project**

ANALYSIS

ITEM	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE	AVERAGE BID	LOW BID	
						Amount	Bidder
12	Install signing and striping for Rolling Hills City Hall Parking Lot complete per plan	1	LS	\$ 3,000.00	\$ 13,125.00	\$ 13,000.00	All American
13	Install loop detectors complete per plan	8	EA	\$ 300.00	\$ 315.00	\$ 250.00	Hardy & Harper
14	Weed spray, clean out cracks and crack seal	1	LS	\$ 250.00	\$ 9,926.66	\$ 6,000.00	Excel Paving
15	Slurry Seal Type II with 2% latex	25	ELT	\$ 325.00	\$ 685.00	\$ 510.00	All American
16	Traffic control and plan	1	LS	\$ 7,500.00	\$ 22,375.00	\$ 1,000.00	Hardy & Harper
17	Special project site maintenance.	1	NTE	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	All American

5/20/2019
JF:ap 108765



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 7C
Mtg. Date: 05/29/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDERATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH ROLLING HILLS ESTATES FOR RESURFACING THE CITY HALL PARKING LOT AND PORTUGUESE BEND ROAD BETWEEN PALOS VERDES DRIVE NORTH TO ENTRY GATES
DATE: MAY 29, 2019
ATTACHMENT:
DRAFT MOU - ROLLING HILLS ESTATES-ROLLIN HILLS JOINT RESURFACING PROJECT

DISCUSSION/RECOMMENDATION

Rolling Hills and Rolling Hills Estates combined two resurfacing projects into one project with the City of Rolling Estates taking the lead. As a part of the joint effort, the attached draft Memorandum of Understanding (MOU) defines roles and responsibilities of each agency in the partnership. For example, the MOU spells out payment process, information sharing obligations, reporting and communication.

FISCAL IMPACT

The preparation of the draft MOU is a part of the operations budget for FY18/19.

NOTIFICATION

The City of Rolling Hills Estates was notified of the presentation of the draft MOU to the City Council.

RECOMMENDATION

Should the City Council decide to move forward with the award of a construction contract to resurface the City Hall parking lot and Portuguese Bend Road between Palos Verdes Drive North to entry gates, staff recommends that the City Council approve the MOU with Rolling Hills Estates.

MEMORANDUM OF UNDERSTANDING

ROLLING HILLS ESTATES - ROLLING HILLS JOINT RESURFACING PROJECT (FY 2019-2020)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is effective as of _____, 2019, and is between the City of Rolling Hills Estates ("RHE") and the City of Rolling Hills ("Rolling Hills"). RHE and Rolling Hills are sometimes referred to as a "Party" and collectively as the "Parties."

RECITALS

A. RHE intends to proceed with its FY 2019-2020 street resurfacing project on certain portions of Palos Verdes Drive North ("**RHE 2019 Paving Project**"), as more particularly described and depicted in the construction plans ("**Plans**") prepared by Willdan Engineering ("**Willdan**"), which are part of the bid package and contract documents for the RHE 2019 Paving Project and incorporated herein by this reference.

B. Rolling Hills intends to proceed with a project to resurface the City Hall parking lot and a portion of Portuguese Bend Road between Palos Verdes Drive North to the entrance gate as described and depicted on the Plans ("**Rolling Hills Project**").

C. Both RHE and Rolling Hills intend to use local funding sources for the RHE 2019 Paving Project and the Rolling Hills Project, respectively.

D. Because of the proximity of the two projects, the Parties desire to work cooperatively to benefit both agencies with lower construction bids and cost efficiencies from using the same consultant design engineer and construction management firm and coordinating staff. Accordingly, the Parties desire to incorporate the Rolling Hills Project into the overall RHE 2019 Paving Project. The RHE 2019 Paving Project and the Rolling Hills Project are collectively referred to as the "**Project**."

AGREEMENT

NOW, THEREFORE, the Parties in consideration of the mutual promises set forth in this MOU, agree as follows:

1. Purpose of Memorandum of Understanding. The purpose of this MOU is for the Parties to work cooperatively to incorporate the Rolling Hills Project into the RHE 2019 Paving Project. Rolling Hills will provide funds to RHE for all costs associated with designing, coordinating with utilities, inspecting and managing, and administering bids and payments for the Rolling Hills Project.

2. Responsibilities of the Parties.

2.1 RHE. RHE agrees to do the following:

(a) Provide engineering design services and inspection and construction management services for the Rolling Hills Project using Willdan, which is already under contract with RHE as part of the RHE 2019 Paving Project.

(b) Prepare bid documents including bid schedule, contract, general conditions, and special provisions for the purpose of entering into a construction contract for the Project, subject to reasonable review and approval by Rolling Hills for the final Rolling Hills Project only, in accordance with Section 2.2(b) below.

(c) Advertise for bids and award a construction contract that both include the Rolling Hills Project as part of the RHE 2019 Paving Project.

(d) Notify Rolling Hills of the lowest responsive and responsible bidder for the Project and provide an itemized bid abstract of costs for the Rolling Hills Project. If the portion of the bid for the Rolling Hills Project is greater than the engineer's estimate submitted by Willdan, RHE will consult with Rolling Hills on various options such as authorizing an increased budget or reducing the scope of work via a negotiated change order with the bidder in order to allow RHE to proceed with awarding the contract and to prevent a delay in the start of construction activities.

(e) Require the lowest responsive and responsible bidder for the Project that is awarded the contract (the "Project Contractor") to indemnify and hold harmless both Rolling Hills, its officers, employees, and agents and RHE, its officers, employees, and agents to the same extent; require the Project Contractor to obtain an insurance policy that names Rolling Hills, its officers, employees, and agents as additional insureds for general and automotive liability policies and to waive any subrogation rights against Rolling Hills, its officers, employees, and agents to the same extent RHE requires such contractor to obtain a policy that adds RHE as an additional insured and waives subrogation rights as to RHE; and require Project Contractor to obtain any insurance policy required by law, such as workers compensation insurance.

(f) Administer the Project design and construction contracts.

(g) Invite Rolling Hills to participate in inspections and walkthroughs and meetings with the Project Contractor during the construction of the Project, and to work with Project Contractor in good faith to address any of Rolling Hill's concerns about the work.

(h) Provide Rolling Hills with requested information from Project Contractor's accounts and records and RHE's accounts and records, within five business days of the request, to identify and account for all costs pertaining to the Rolling Hills Project to assure proper accounting for all funds.

(i) Deduct only Rolling Hills-approved construction contract and construction management costs relating to Rolling Hills Project from Rolling Hills' deposits with RHE.

(j) Confer with Rolling Hills without delay on all change orders and construction contract claims associated with the Rolling Hills Project.

(k) Provide Rolling Hills with a monthly progress report, which includes at a minimum a final pay estimate of costs for the Rolling Hills Project and a monthly balance update for the account in which Rolling Hills deposits funds with RHE for purposes of the Rolling Hills Project that reflects the amount and substance of RHE deductions.

(l) Refund Rolling Hills the remainder of any deposit (except 5% retention held for construction contracts) within 14 days of substantial completion of the Rolling Hills Project.

(m) Remain responsible for its own costs for the RHE 2019 Paving Project.

(n) Work cooperatively and in good faith with Rolling Hills to implement the Project.

2.2 Rolling Hills. Rolling Hills agrees to do the following:

(a) Provide RHE and its contractors with temporary access to Rolling Hills' right of way and easements for performance of the Rolling Hills Project, while retaining all rights, obligations, and liabilities with respect to the facilities subject to the Rolling Hills Project except as otherwise set forth in this MOU. Rolling Hills may reasonably condition such temporary access as it deems necessary.

(b) Review bids, and if the total of the bid items for the Rolling Hills Project exceeds the engineer's estimates, direct RHE which option Rolling Hills would like to proceed with, either authorizing an increased budget or reducing the scope of work via a negotiated change order, within two business days in order to allow RHE to proceed with awarding the contract without any delay.

(c) Provide direction and authorization to RHE on how to proceed with change orders and construction contract claims as soon as possible, but no later than three business days after request by RHE.

(d) Reimburse RHE in the amount of \$22,800 for Willdan's engineering design services, geotechnical services, bid assistance, and construction management with respect to the Rolling Hills Project within 14 days after receipt of invoice from RHE.

(e) Submit an initial deposit for an amount equal to 100% of the bid award of the construction costs for the Rolling Hills Project within 14 days after receipt of invoice from RHE, which invoice will be submitted at the time of the notice of award of contract.

(f) Review monthly progress reports from RHE for the Rolling Hills Project and provide any requested changes or approvals within two business days unless Rolling Hills has requested information from Project Contractor's accounts and records or RHE's accounts and records in which case Rolling Hills will provide any requested changes or approvals within two business days of receipt of the requested information.

(g) Submit any additional, approved costs for Willdan's services or construction costs within 14 days after receipt of invoice from RHE.

(h) Provide written confirmation to RHE that the Rolling Hills Project is substantially complete.

(i) Provide written confirmation directly to the Project Contractor that Rolling Hills accepts the completed work for the Rolling Hills Project.

(j) Work cooperatively and in good faith with RHE to implement the Project.

3. Mutual Indemnification.

3.1 Rolling Hills hereby agrees to indemnify, defend, assume all liability for and hold harmless RHE and its officers, employees, agents and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses and attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons ("**Claims**"), arising out of or in any way connected to the negligence or willful misconduct of Rolling Hills, its officers, agents or employees in connection with or arising from any of the activities under this MOU, except to the extent Claims are indemnified by the contractors pursuant to Section 2.1(f) above.

3.2 RHE hereby agrees to indemnify, defend, assume all liability for and hold harmless Rolling Hills and its officers, employees, agents and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses and attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons ("**Claims**"), arising out of or in any way connected to the negligence or willful misconduct of RHE, its officers, agents or employees in connection with or arising from any of the activities under this MOU, except to the extent Claims are indemnified by the contractors pursuant to Section 2.1(f) above.

4. No Waiver. The waiver by any Party of any breach or violation of any requirement of this MOU will not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

5. Notices. Any notice or other communication ("Notice") which either Party may desire to give to any other Party under this MOU must be in writing and may be given by any commercially acceptable means, including via first class Certified Mail, personal delivery or overnight courier, to the Party to whom the Notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, Certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

RHE: City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274
Attention: City Manager

Rolling Hills: City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Attention: City Manager

6. Interpretation. This MOU will be interpreted, construed, and governed according to the laws of the State of California. Each Party has had the opportunity to review this MOU with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

7. Third-Party Beneficiaries. Nothing contained in this MOU will be construed to create any rights in third parties and the Parties do not intend to create such rights.

8. Attorneys' Fees. In the event that any Party commences legal action of any kind or character to either enforce the provisions of this MOU or to obtain damages for breach thereof, the prevailing party in such litigation will be entitled to all costs and reasonable attorneys' fees incurred in connection with such action.

9. Severability. If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision will be severable and will not in any way impair the enforceability of any other provision of this MOU.

10. Amendment of MOU. This MOU may be amended at any time by mutual agreement of the Parties. Any amendment must be in writing and signed by both Parties.

11. Entire Agreement. This MOU constitutes the entire agreement between the Parties relating to the subject of this MOU and supersedes all previous agreements,

promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the Parties hereby execute this Agreement as follows:

CITY OF ROLLING HILLS ESTATES, a
municipal corporation

By: _____
Douglas R. Prichard, City Manager

Attest:

By: _____
Heidi Luce, City Clerk

CITY OF ROLLING HILLS, a municipal
corporation

By: _____
Elaine Jeng, City Manager

Attest:

By: _____
, City Clerk



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 8A
Mtg. Date: 05/29/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: CONSIDERATION AND APPROVAL OF A NEW FIVE-YEAR AGREEMENT WITH LOS ANGELES COUNTY ANIMAL CARE AND CONTROL

DATE: MAY 29, 2019

ATTACHMENT:

- 1. CITY COUNTY MUNICIPAL SERVICES AGREEMENT 2019-2024**
- 2. UPDATED THE CITY COUNTY MUNICIPAL SERVICES BILLING RATES ATTACHMENT C**
- 3. SERVICE LEVEL REQUEST FOR FY18/19**

BACKGROUND

The City currently contracts with the Los Angeles Animal Care & Control (Animal Control) and the contract is due to expired on June 30, 2019. On April 30, 2019, the County of Los Angeles Board of Supervisor (Board) approved a new agreement template and Animal Control is seeking contracted cities to review, obtain the signature of authorized representative and submit two copies to the department by Thursday, June 13, 2019 to avoid any interruptions of service.

DISCUSSION

The City Attorney reviewed the new agreement template and noted that the terms of the agreement are substantively the same as the current five-year agreement. Attachment A to the agreement is a description of services. Attachment B to the

agreement is the Fiscal Year 2019-2020 Service Level Request, where individual contract cities can select sections of the County's Title 10 to enforce and or specify City's municipal code section for enforcement. Attachment C is the billing rates. Staff is proposing to have the same service level as the current year.

FISCAL IMPACT

In early 2019, Animal Care presented an alternate billing methodology but the Board of Supervisors suspended the implementation of the methodology until a report on the department's fiscal and operational audit is conducted. The assessment is expected to be completed by the end of 2019. The billing rate shown in Attachment C of the new agreement template is based on the current billing methodology and as every other year, the County's Auditor-Controller set the prevailing billing rates for services provided by Animal Care to account for annual cost adjustments. Changes in the billing rates from Fiscal Year 2018-2019 are for this reason. The billing rates shown in Attachment C are effective as of July 1, 2019 (through June 30, 2020, or sooner). If there are revisions to rates, notifications will be provided to cities at least 60 days prior to the effective date.

In the City's draft Fiscal Year 2019-2020 budget, staff increased the budget for Animal Care contract by \$1,000 from \$10,000 to \$11,000 to account for the annual adjustment.

RECOMMENDATION

Staff recommends that the City Council approve a new five-year agreement with the Los Angeles County Animal Care and Control and authorize the City Manager to execute contract documents.



ANIMAL CARE
& CONTROL

redefining
CARE



Marcia Mayeda, Director

RECEIVED

MAY 09 2019

May 6, 2019

City of Rolling Hills
By _____

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

Dear Ms. Jeng:

**NEW SERVICES AGREEMENT, FISCAL YEAR 2019-20
SERVICE LEVELS, AND BILLING RATES**

Thank you for your ongoing partnership in protecting the people and animals in your city and the County of Los Angeles. As we advised in our letters dated January 16, 2019, and March 28, 2019, the current five-year City-County Municipal Services Agreement (Agreement) for animal care and control services is due to expire on June 30, 2019. The purpose of this letter is three-fold and will address the new Services Agreement, Fiscal Year (FY) 2019-20 service levels, and billing rates.

City-County Municipal Services Agreement and Service Level Request

The new Agreement (enclosed) was approved by the County of Los Angeles Board of Supervisors (Board) on April 30, 2019. The Department of Animal Care and Control (Department) is seeking your cooperation in executing the Agreement to ensure uninterrupted services within your jurisdiction. This new Agreement will be effective upon the execution of both parties. Please review, obtain the signature of your authorized representative, and submit two copies to the Department by Thursday, June 13, 2019. A copy of the executed Agreement will be provided to you, following the signature by our Director.

Agoura ACC
29525 Agoura Road
Agoura Hills, CA 91301
(818) 991-0071

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

Carson/Gardena ACC
216 W. Victoria Street
Gardena, CA 90248
(310) 523-9566

Castaic ACC
31044 N. Charlie Canyon Rd.
Castaic, CA 91384
(661) 257-3191

Downey ACC
11256 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

Administrative Office
5898 Cherry Avenue
Long Beach, CA 90805
(800) 253-3555

www.animalcare.lacounty.gov

Ms. Elaine Jeng
May 6, 2019
Page 2 of 3

The completed documents should be submitted to:

County of Los Angeles
Department of Animal Care and Control
Attention Contract Management Division
5898 Cherry Avenue
Long Beach, CA 90805

To ensure the implementation or continuation of requested services within your jurisdiction, please complete and include the enclosed Service Level Request (SLR) (Attachment B). We request that your city submit the initial SLR form by the deadline to ensure newly selected services will take effect on the first day of July. Your City is only required to complete the attached SLR one time for the duration of the five-year contract unless you wish to amend services.

The completion of this SLR is consistent with the terms of the Services Agreement, providing the Department with an acknowledgment of planned services and allowing for operational planning and deployment of resources. You may submit an amended SLR at any time. Any additions or deletions to services will be scheduled for implementation upon agreement by both parties.

Fiscal Year 2019-20 Billing Rates and Methodology

As we have previously communicated, the County of Los Angeles Board of Supervisors (Board) has suspended the implementation of the new billing methodology presented to your city last year. A consultant will be engaged to perform a fiscal and operational audit of the Department after which the Board will determine what further action, if any, should be taken.

The initial billing rates for FY 2019-20 have been developed in accordance with the methodology that has been used for the last five years which provides for annual adjustments by the County Auditor-Controller (A-C). We will advise you of any changes to billing rate calculations upon the completion of the fiscal and operational audit. The billing rates for FY 2019-20, beginning July 1, 2019, include rate increases determined by the A-C, based on the current methodology. The rates are summarized on the first page of the City-County Municipal Services Billing Rates (Attachment C).

The FY 2019-20 rate for Dog and Cat Kennel Services per day (depicted on Attachment C) has been determined by the Auditor-Controller to be \$49.03. This compares to the FY 2018-19 rate of \$44.85, as referenced in the June 14, 2018, correspondence to you.

Ms. Elaine Jeng
May 6, 2019
Page 3 of 3

If you have any questions, concerns, or are interested in scheduling a meeting, please contact Ms. Whitney Duong, Contract Management Division Liaison, at (562) 256-2412 or via e-mail at wduong@animalcare.lacounty.gov.

Sincerely,



MARCIA MAYEDA
Director

MM:BW:AMJ:WD:mr
s:\cc\sa\fy 19-20\new sa ltr to cities (may 2019) final.doc

Enclosures

**CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
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COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF ROLLING HILLS**

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF ROLLING HILLS

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF ROLLING HILLS ("the City"), together known as "the Parties," is made and entered into July 1, 2019, or when signed by all Parties, whichever is later.

RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and agreement between the Parties attempted. If agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and the County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1** The Department in cooperation with the City will determine how to provide the services required by the Agreement.
- 3.2** The City agrees to complete an Attachment B, Service Level Request form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2. Unless the City changes other provisions within the most recent executed Service Level Request, it is not necessary to execute a revised Service Level request to reflect a billing rate change.
- 3.3** The City may at any time request a change in level of service by completing a revised Attachment B, Service Level Request form, and submitting the form to the Department. The revised level of service to be provided and current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The Department reserves the right to approve or disapprove requests on the Service Level Request in accordance with Section 3.1 of this Agreement.
- 3.4** The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services.

4.0 PERFORMANCE OF CONTRACT

- 4.1** For performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service.
- 4.2** Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in performance of the services.
- 4.3** Any use of special supplies, stationery, notices, forms, in other than standard Department format, must be approved by the Director of the Department and supplied by the City at its own cost and expense.

- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location for all in-person meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed.
- 4.6 If requested, the Department will use best efforts to coordinate a conference call meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed on the Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included on Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

5.0 INDEMNIFICATION

- 5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.

- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2019, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2024, unless sooner terminated or extended.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.
- 7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one hundred eighty (180) days before the date specified for that termination.
- 7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either Party to continue to seek a resolution.
- 7.5 In the event of a termination, each Party will fully discharge all obligations owed to the other Party that accrued before the date of the termination, and each Party will be released from all obligations which would otherwise accrue after the date of termination.

8.0 CONTRACT SUM

- 8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County

Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.

- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form, submitted by the City and approved by the County.
- 8.4 The cost of additional services requested under the Agreement and not set forth in the Service Level Request form will be determined by the Department in accordance with the policies and procedures established by the County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount. For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) days after the date of the written resolution.
- 9.3 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.4 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

10.1 Each Party must designate a Primary Contact, identified in Attachment B, Service Level Request, to facilitate the services which are the subject of the Agreement. Except for necessary communications required for day-to-day facilitation of the services under the Agreement, which may be delivered by telephone, email, or in person, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing and mailed to the other Party's Primary Contact at the address identified in Attachment B, Service Level Request. Addresses and persons to be notified may be changed by either Party by giving written notice to the other Party.

10.2 Notices to the County of Los Angeles must be addressed as follows:

County of Los Angeles Department of Animal Care and Control
Contract Management Division
Attn: Contract City Liaison
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 256-2412

10.3 Notices to the City must be addressed to the contact person listed on the most recent Service Level Request on file and/or the current City Official or City Manager.

11.0 AMENDMENTS

11.1 All changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

- 13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. All changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department or his/her designee is authorized by the County to execute amendments.

14.0 CONSTRUCTION OF AGREEMENT

- 14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

15.0 IMPLEMENTATION OF AGREEMENT

- 15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

16.0 COUNTERPARTS

- 16.1 The Agreement may be executed in counterparts (including via facsimile), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF ROLLING HILLS

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

CITY OF ROLLING HILLS

COUNTY OF LOS ANGELES

By _____
City of Rolling Hills, City Manager
Date

By _____ Date
MARCIA MAYEDA
Director, Animal Care and Control

By _____ Date
City Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____ Date
City Attorney

By _____ Date
Deputy County Counsel

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
DESCRIPTION OF SERVICES**

I. Animal Care Services

The Department maintains several animal care centers that accept stray and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia pursuant to State law. The hold period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals in the Department's animal care centers. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated within the boundaries of the City may be housed at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adopted animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for animal care for transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's

choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the impound, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated shelter location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department shall notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;
- Capturing and impounding stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping of wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issue administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24 hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records as necessary.

A. Standard Service Plan

The standard service plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The limited service plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Individual Animal Licensing Services

Adult dogs four months and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment is received and processed annually on a fee-per-license basis. A current license will be required before an animal will be released to a resident of the City. Fees from licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances; and
- Maintaining a database for animal licensing, records of calls for service, and actions taken.

IV. Additional Outreach and Enforcement Services Options

The City may request the Department to provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspection and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections are not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers, and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics". The Department holds periodic low cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low cost vaccinations and microchips;
- Staffing low cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

V. Records

Upon reasonable notice, the Department shall make available to authorized representatives of the City of «City», for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 6250 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Intake Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Intake Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Impound

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

Sec:Brd Corres:BL:4.30.19 Contract City Renewal:/Attach A - Desc of Services 4.2019

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL**

AND

**THE CITY OF
ROLLING HILLS**

FISCAL YEAR 2019-20 SERVICE LEVEL REQUEST

I. Animal Care Center Services

The level of animal care center service that the City requests and the County agrees to, is (select one of the three options below):

☐ Full Service

Primary animal care center: Carson/Gardena Animal Care Center

☐ Animal Care Center Services for Transfer

City's Animal Care Facility contact information:

Agency Name:

Telephone:

Address:

☐ No Animal Care Center Services

II. Field Services

The level of field service that the City requests and the County agrees to, is (select one of the three options below):

☐ Standard Service Plan

☐ Limited Service Plan (check all applicable boxes below)

Full County Field Services	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Humane Investigations only – as needed	

City's Animal Control (Field Services) contact information:

Department Name: _____

Telephone: _____

Address: _____

☐ No Field Services

III. Individual Animal Licensing

- ☐ The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.
- ☐ The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	\$	Altered Cat	\$
Unaltered Dog	\$	Unaltered Cat	\$
Senior-owned Altered Dog	\$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	\$		
Delinquency Charge	\$	Delinquency charge applies after:	days
Other Special License Fee	\$	Description/criteria:	
Field Enforcement Fee* (select one)	<input type="checkbox"/> \$40.00		
	<input type="checkbox"/> \$0.00		

*Only applicable when licensing is initiated in the field by Department employees.
Current license fees adopted by the City on _____, 20____.

- ☐ No Animal Licensing Services

IV. Outreach and Enforcement Services

A. Animal License Field Enforcement

- ☐ The City requests the County to provide animal license field enforcement in the City, in the area(s) designated by the City and agreed to by the Department.
- ☐ No animal license field enforcement services.

B. Animal Facility Inspection and Licensing (Costs included in overhead—not billed)

- ☐ The City requests the County to license animal-related facilities (including inspection and grading services) in the City.
- ☐ No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: _____

Telephone: _____

Address: _____

C. Vaccination and Microchip Clinic(s)

- ☐ The City requests the County to provide or assist in arranging for vaccination clinic(s) in the City, utilizing Department personnel to also license animals during the vaccination clinic(s), at the applicable rate for staff time.
- ☐ No vaccination or licensing clinic services.

D. Spay/Neuter Trust Fund

- ☐ Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.
- ☐ No participation in the Spay/Neuter Trust Fund.

V. Enforcement of County Code

- ☐ The City agrees to the enforcement of Title 10 with no exceptions.
- ☐ The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)
- ☐ 10.20.350: Mandatory Spay and Neuter. The City does not require the spay/neuter of:
 - ☐ Dogs
 - ☐ Cats
 - ☐ 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
 - ☐ Dogs
 - ☐ Cats
 - ☐ 10.20.038: Number of dogs and cats. In the City the following number of animals are allowed per household:
Dogs _____ Cats _____ Total of _____ dogs/cats
 - ☐ 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
 - ☐ Voluntary Cat Licensing
 - ☐ No Cat Licensing
 - ☐ 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.
 - ☐ 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.

City's Animal Noise Complaint contact information:

Department Name: _____

Telephone: _____

Address: _____

E-mail: _____

VI. Requested Additions to Title 10 Enforcement

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

COUNTY			
City Code Section No.	City Code Section Title	Approved	Not Approved

VII. Contact Information

County Primary Contact

Name: Whitney Duong
Title: Contract Management Division Liaison
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 256-2412
E-mail: WDuong@animalcare.lacounty.gov

County Alternate Contact

Name: Marissa Muller
Title: Contract Management Analyst
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 256-2417
E-mail: MMuller@animalcare.lacounty.gov

City Primary Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

City Alternate Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

VIII. Annual/Amended Service Request Approval

For the City:

_____ Authorized City Representative (Printed Name)	_____ Authorized Signature (Signature)	_____ Date
_____ Title	_____ Telephone Number	

For the County:

_____ Marcia Mayeda Director Dept. of Animal Care and Control	_____ Authorized Signature (Signature)	_____ Date
--	--	---------------

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
CITY-COUNTY MUNICIPAL SERVICES
BILLING RATES**

I. Billing Period

These billing rates are effective from July 1, 2019, until the consultant's audit report is completed and further action is taken by the County of Los Angeles Board of Supervisors (through June 30, 2020, or sooner).

II. Billing Rates

Animal Care Center Services	
Shelter Services:	
Daily Rate for stray or relinquished dogs and cats (up to a maximum of 5 days)	\$49.03 per day
Daily Rate for stray or relinquished other species of animals (up to a maximum of 5 days)	\$12.28 per day
Daily Rate for dogs and cats of "legal hold" animals (See Paragraph III.D "Billing for 'legal hold' animals")	\$49.03 per day
Daily Rate for other species of "legal hold" animals (See Paragraph III.D "Billing for 'legal hold' animals")	\$12.28 per day
Animal License Field Enforcement per hour	\$76.19 per hour
Dog/Cat License processing per license	\$3.26 per license
Field Services per hour	\$107.58 per hour
Additional Administrative Services	
Attendance at meetings in excess of contract allowance	\$233.52 per hour
Production of reports in excess of contract allowance	\$109.16 per hour
Liability Trust Fund	
Liability Trust Fund	4.5 % of hourly rate*

*Percentage is based on, and in addition to, the hourly rate for hours actually billed for Field Services and animal license Field Enforcement.

III. Billing Methodology for Care Center Services

The City is financially responsible for the care of animals impounded within the City's jurisdiction. If an animal is claimed by its owner, the redemption fees collected from the owner will be credited to the City up to the maximum amount billed to the City for that animal. The County assumes responsibility for the physical care and disposition of all animals coming into the Department's possession or custody.

A. Cost Allocation for Care Center Services

During the billing period, the costs of providing Care Center Services are allocated as follows:

Daily rate per dog, cat, and other species of animals impounded:

- a. A daily dog/cat and other species of animals impoundment rate is established annually based upon the costs of housing animals. The daily rate is billed for all dogs/cats and other species of animals housed, up to the maximum amount of days for each type, except as outlined in paragraph D below. During the billing period, the cost of care for dog/cat and other species of animals in excess of capped days are subsidized, except as outlined in paragraph D below.
- b. For dogs, cats, and other species of animals impounded in circumstances described in paragraph D below, that are held beyond the maximum billed length of stay, a daily impoundment rate is established annually based upon the costs of the time allocated to the impoundment, care (including medical care), and feeding of those animals. The City will be billed at the daily rate for all days those animals are housed by the Department.

B. Medical Costs

Medical costs (excluding spay/neuter surgeries) provided by the Department's medical staff are included in the overhead to establish the cost-recovery rate for boarding, and are not billed separately or in addition to that rate. The Department reserves the right to send any animal to a private veterinary facility for examination, treatment, and/or hospitalization as the Department deems necessary in its sole and absolute discretion. All expenses incurred by the Department for outside medical services, for animals from the City, will be billed to the City.

C. Cost Offsets

The City will receive a credit from the County for all applicable redemption fees collected from or on behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the City for that animal. The Department reserves the right to waive fees when appropriate in the Department's sole and absolute discretion.

The City will not receive any credit for adoption fees (whether paid by an individual or an organization).

D. Billing for "Legal Hold" and Other Shelter Services:

Dogs, cats, and other species of animals that are housed for a "legal hold" and other shelter services are billed at the daily rate for the time the animal is housed by the Department (from intake to disposition). Legal hold animals are held in accordance with applicable statutory guidelines, and/or at the sole and absolute discretion of the Department based on pending or anticipated criminal, civil, or administrative action.

"Legal Hold" and Other Shelter Type Descriptions		Total Number of Days Billed
Quarantine Observation Animals	<p>Per applicable state law, any animal of a species susceptible to rabies that bites a person and breaks the skin is required to be quarantined for 10 to 30 days (depending on the species). Animals susceptible to rabies that have contact with a wild (potentially rabid) animal must be quarantined for 30 days or six months (depending on the species and vaccination status).</p> <p>Animals in the custody of the Department that are reported to have either bitten or been exposed to a potentially rabid animal, will be placed in quarantine/isolation and observed for symptoms of rabies for the required period.</p> <p>Additionally, although rare, the Department of Public Health has the authority to quarantine animals for other specified diseases. Any quarantine for a disease other than rabies will be specified by disease.</p>	Unlimited days

Special Intake:	<p>Animals that are seized pursuant to a search warrant, Penal Code Sections 597.1 or 599aa, or as evidence in a criminal investigation may be held up to the time of disposition of the criminal matter.</p> <p>Animals subject to the jurisdiction of the Coroner's Office may be held until released by that Office.</p> <p>Animals in the custody of the Department that are the subject of anticipated or pending civil litigation or administrative regulation may be held through the pendency of that action, and any appeal stemming from that action.</p>	Unlimited days
Return to Owner Animals:	Any animal with traceable identification that is brought to the Animal Care Center, whether by the Department staff or the public, will be held for ten (10) calendar days for the owner to reclaim it. The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound, boarding, and private veterinary fees accruing up to the time of such redemption.	10 days
Abandoned Animals:	Animals that are found to be abandoned in a private property will be held at the Animal Care Center at least fifteen (15) calendar days to determine whether the owner had an agreement with someone to care for the animal in their absence.	15 days



LOS ANGELES COUNTY

ANIMAL CARE & CONTROL | redefining **CARE**



RECEIVED

Marcia Mayeda, Director

November 15, 2018

NOV 26 2018

City of Rolling Hills
By _____

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

Dear Ms. Jeng:

EXECUTED SERVICE LEVEL REQUEST

Thank you for submitting a Fiscal Year 2018-19 Service Level Request to the Agreement for animal care and control services between the City of Rolling Hills and the County of Los Angeles Department of Animal Care and Control. Enclosed is a copy of the Service Level Request for your records. The Agreement remains in effect until June 30, 2019, or until another Service Level Request is submitted and executed prior to June 30, 2019.

If you have any questions, please do not hesitate to contact Ms. Whitney Duong at wduong@animalcare.lacounty.gov or (562) 256-2412.

Sincerely,

MARCIA MAYEDA
Director

MM:WD:MNM:mr

s:\cc\sa\approved slr letter 11-15-18 rolling hills

Enclosures

Agoura ACC
29525 Agoura Road
Agoura Hills, CA 91301
(818) 991-0071

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

Carson/Gardena ACC
216 W. Victoria Street
Gardena, CA 90248
(310) 523-9566

Castaic ACC
31044 N. Charlie Canyon Rd.
Castaic, CA 91384
(661) 257-3191

Downey ACC
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Administrative Office
5898 Cherry Avenue
Long Beach, CA 90805
(800) 253-3555

www.animalcare.lacounty.gov

ATTACHMENT A

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF

ROLLING HILLS

FISCAL YEAR 2018-19 SERVICE LEVEL REQUEST

Part One: Billing Rates for the period July 1, 2018, through June 30, 2019

Kennel Services*

Dog and Cat per day	\$44.85
Other animals per day	\$12.74

Dog license processing per license	\$ 3.34
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Dead animal disposal per animal	\$16.56
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Field Services per hour	\$101.83
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Animal License Field Enforcement per hour	\$72.20
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Liability Trust Fund (applied to Field Services and Animal License Field Enforcement hourly amounts only)	4%
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Part Two: Annual/Amended Service Request Approval

Elaine Jeng, P.E.

Authorized City Representative
(Printed Name)

Authorized Signature
(Signature)

11/04/2018

Date

City Manager

Title

(310) 377-1521

Telephone Number

Marcia Mayeda

Director of Animal Care and Control

Authorized Signature
(Signature)

11/14/18

Date

Part Three: Annual Service Level

Standard Shelter Services:

- ☒ **Full Service** - All animals acquired in the field, within the boundaries of the City or determined to have originated within the boundaries of the City, may be impounded at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The animal's picture will generally be posted on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center are scheduled at the discretion of the Department. **See Part One for the associated shelter services billing rates. Primary animal care center**: Carson/Gardena Animal Care Center**
- ☐ **Sheltering for Transfer** - Full Service, as described above, except a designated city or agency staff member with a vehicle deemed humane for transportation of animals will acquire the animals from the County's Animal Care Center and transport the animals to the shelter of the city's choice. The city will be responsible for the costs of the temporary County care and housing, as well as the subsequent costs of care and housing at the shelter of the city's choice.

City's Animal Care and Control (Sheltering Services) contact information:

Department Name: _____

Telephone: _____

Address: _____

- ☐ **No Sheltering Services**

****The Department shall take reasonable action to shelter all animals at this location. There may be circumstances in which the Department must shelter animals at an alternate location.**

Contract cities are charged for the care for most animals impounded within the city's jurisdiction (see Chart 1). If an animal is redeemed, the redemption fees collected from owners will be credited to the city up to the maximum number of days that would otherwise be billed. The County assumes liability and disposition of these animals after five days with the exception of animals held as a result of a seizure or criminal case, abandoned animals, observation animals (quarantine), potentially dangerous or vicious dogs, and return to owner animals.

Below are the kennel services total number of days billed and the description:

CHART 1

*Kennel Services Description	Total Number of Days Billed
Kennel Services: Stray or relinquished animals.	5 days
Private Veterinarian: If the owner is unable to be located and the injury or condition is life threatening and the scene of the incident is not in the vicinity of a County animal care center, or if the medical staff at the animal care center are not available, the animal will be taken to the nearest private contract veterinarian. Cities will be charged for the private contracted veterinarian visit.	5 days
Observation Animals: Animal bite that causes any penetration of the skin by teeth which requires a bite report be taken and the animal quarantined. The animal will be placed in quarantine/confinement and observed for ten (10) days minimum from the date of the bite at the discretion of the Department of Veterinary Public Health.	10 days
Return to Owner Animal: The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound and boarding fees accruing up to the time of such redemption.	10 days
Abandoned Animals: Hold at least fifteen (15) calendar days, determine whether the owner had an agreement with someone to care for the animal in their absence, post a Form 58 (Notice of Impoundment) at the premises for the owner if they return, and mail a registered or certified letter to the last address.	15 days
Special Intake: Animals that are Confiscated, Court Case, Police Request, Owner Arrested, Potentially Dangerous or Vicious Dog.	Unlimited days

Field Services:

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10 - Animals, and all amendments, except as otherwise agreed to by the parties in this Service Level Request.

- ☒ Standard Service Plan - Includes answering calls for service (24 hours per day, daily); dispatching or assigning field staff; and performance of duties in the field based on priority, location, and availability of staff.
- ☐ Limited Standard Service Plan (please check all boxes that apply):
- ☐ Daily between the hours of ____ (a.m./p.m.) and ____ (a.m./p.m.)
 - ☐ Weekend days and holidays
 - ☐ Emergency Services (specific to natural or manmade disaster) - As needed
 - ☐ Humane Investigations and Prosecution - As needed

City's Animal Care and Control (Field Services) contact information:

Department Name: _____

Telephone: _____

Address: _____

- ☐ No Field Services

Outreach and Enforcement Services:

County will enforce the fees set forth in Los Angeles County Code Section 10.90.010 et seq. unless the City provides to the County an alternate fee schedule approved by the City.

Animal License Field Enforcement

License Enforcement Services - Provides for dedicated staff to perform license enforcement activities (issuing new licenses, license renewals, collecting delinquency charges and other fees) in the field.

- ☐ Authorized Animal License Enforcement Services
- ☐ County and City shall subsequently agree to the time and scope of this service.
 - ☐ Note: All license enforcement revenue collected will be contributed toward offsetting the cost of services.

- ☒ No Animal License Enforcement Services

Animal Facility Licensing

Animal Facility Licensing Services – SB 945 mandates inspection and investigation at all applicable pet boarding facilities. The County Animal Facility Licensing program provides for dedicated staff to perform animal facility inspection and licensing to any lot, building, structure, enclosure, or premises for any animal related business or organization which is required to be licensed. The animal facility licensing staff inspects animal related facilities annually to ensure the health and safety of the public and animals. Businesses are provided a letter grade based on the results of the inspection. Animal facility licenses are generally valid for one year from the date of issue. The Department will inspect animal facilities and any revenues collected will offset services. Annual inspections and investigations of commercial pet boarding facilities are part of the animal facility licensing program and investigations in response to complaints about boarding activities at private residences will be handled by our animal care center-based field officers.

- ☒ Animal Facility Licensing (Licensing and Inspection/Grading Services)
- ☐ No Animal Facility Licensing (City will conduct their own Animal Facility Inspections)

City's Animal Facility Licensing contact information:

Department Name: _____

Telephone: _____

Address: _____

Clinic(s)

In addition to the vaccination and licensing services provided in all County animal care centers, the city may request the following additional services in its jurisdiction by checking the applicable box:

- ☒ Request County to provide or assist in arranging for vaccination clinic(s) in its jurisdiction and County will provide personnel to license animals during the vaccination clinic;
- ☐ No Vaccination or Licensing Clinics Services

Part Four: License Information (required if the Department manages City licensing)

Standard Licensing Services:

License renewal notices are mailed or transmitted to the animal owner of record, the renewal and payment is received and processed annually on a fee-per-license basis. Licenses will be required before an animal will be released to a resident of a City participating in the Standard Licensing Services program. Fees from licenses collected will be credited to the City monthly in arrears.

- ☐ City has adopted the license fees outlined in Title 10 of the Los Angeles County Code

Altered Dog \$ 20.00 Altered Cat \$ 5.00

Unaltered Dog \$ 60.00 Unaltered Cat \$ 10.00

Senior-owned* Altered Dog \$ 7.50

*Senior age is defined as 60 years.

Military Veteran w/ Disability Altered Dog \$ 7.50

Delinquency Charge \$ Equal to Amount of License

Delinquency Charge applies after: 30 days

Field Enforcement Fee** \$ 40.00

**Licensing initiated in the field by employees of the County of Los Angeles Department of Animal Care and Control.

- ☒ City has adopted the following license fees:

Altered Dog \$ 9.00 Altered Cat \$ 5.00

Unaltered Dog \$ 18.00 Unaltered Cat \$ 10.00

Senior-owned* Altered Dog \$ N/A

*Senior age is defined as 60 years.

Military Veteran w/ Disability Altered Dog \$ N/A

Delinquency Charge \$ 25.00

Delinquency Charge applies after: 30 days

Field Enforcement Fee** \$

**Licensing initiated in the field by employees of the County of Los Angeles Department of Animal Care and Control.

Current license fees adopted by the City on July 23, 20 13.

- ☐ No Animal Licensing Services

Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog licenses to the Spay/Neuter Trust Fund. The Spay/Neuter Trust Fund will allow the Department to offer a low cost and/or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. Once residents are qualified, Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them. Indicate preference by checking one of the following boxes:

- ☒ Participate in the Spay/Neuter Trust Fund
- ☐ No participation in the Spay/Neuter Trust Fund

Part Five: Animal Regulations/Enforcement (required for ALL services provided by the Department)

The City hereby agrees to the enforcement of Los Angeles County Code Title 10 as indicated below. The County will notify the City if it is agreed to enforce exception(s). Check one of the following boxes regarding Title 10 Enforcement:

- ☐ City agrees to the enforcement of Title 10 with no exceptions
- ☒ The County will provide services in accordance with the provisions of Title 10, Animals of the Los Angeles County Code, and all amendments thereto, City agrees to the enforcement of Title 10 with the following exception(s): (please mark all that apply)
 - ☐ Mandatory spay and neutering of
 - ☐ dogs
 - ☐ cats
 - ☐ Mandatory Microchipping of
 - ☐ dogs
 - ☐ cats
 - ☒ Animal license fee (**Part 4: Standard Licensing Services**)
 - ☐ Numbers of dogs _____ and cats _____ allowed per household
 - ☐ Cat License voluntary
 - ☐ Facility Animal License
 - ☒ Excessive Animal Noise Complaints

☒ Other (Please list below or on attachment)

The County will notify the City if exceptions are agreed upon and enforceable.

COUNTY		
City's Requested Exceptions To Title 10	Approved	Not Approved
10.37 Potentially Dangerous and Vicious Dogs	<i>Hush</i>	
10.38.010 Keeping of Roosters	<i>Hush</i>	

Municipal Code Sections Approved for DACC Enforcement	
6.32.020	Fowls and rabbits – Limitations.
6.32.030	Horses, donkeys and mules – Limitations.
6.32.040	Stallions and jacks – Fencing Requirements.
6.32.050	Goats – Limitations.
6.32.070	Cattle – Limitations.
6.44.040	Female dogs in heat at large prohibited.
6.48.060	Keeping swine.
6.52.010	Permits for more than three dogs.
6.60.010	Use of steel-jawed leg-hold traps.

Record

Upon reasonable notice, the Department shall make available to authorized representatives of the City of Rolling Hills, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to this Agreement. The City of Rolling Hills shall ensure such records are handled in a manner consistent with all applicable privacy laws and all related to public records, including, but not limited to the Public Records Act (Government Code § 6250 et. seq.).

Part Six: Contact Information

Primary Contact

Name: Elaine Jeng P.E.
Title: City Manager
Address: 2 Portuguese Bend Road
Rolling Hills, CA 90274
Telephone: (310) 377-1521
E-mail: ejeng@cityofrh.net

Alternate Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 9B
Mtg. Date: 05/29/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: REPORT OUT BY BUDGET/AUDIT/FINANCE COMMITTEE MEMBERS ON THE MAY 16, 2019 COMMITTEE MEETING

DATE: MAY 29, 2019

ATTACHMENT:
1. BUDGET/AUDIT/FINANCE COMMITTEE MEETING NOTES

DISCUSSION

Annually the Budget/Audit/Finance Committee (Committee) meets in April/May timeframe to review the draft fiscal budget for the following year. This year the members of the Committee is comprised of Mayor Pro Tem Jeff Pieper and Councilmember James Black. The Committee met on Thursday, May 16, 2019 for an approximately one and half-hours. Meeting notes prepared by the Finance Director is attached to this report. The presentation given to the Committee members at the meeting is included as a part of the meeting notes.

RECOMMENDATION

Staff recommends that the City Council receive a report from the members of the Budget/Audit/Finance Committee and file the meeting notes to the Committee meeting of May 16, 2019.

**City of Rolling Hills
City Council Finance/Budget/Audit Committee Meeting Notes
May 16, 2019 5:00 PM
City Manager's Office**

Participants

Jeff Pieper, Mayor Pro Tem
James Black, M.D., Councilmember
Elaine Jeng, P.E., City Manager
Terry Shea, Finance Director
Jim Walker, Budget Consultant

The purpose of the meeting was to review and discuss the Proposed FY 2019/20 Budget.

Meeting was called to order at 5:00 p.m.

The City Manager went over in putting the Budget together she wants Council to set priorities and not to focus on the normal routine items, but to let staff know the priorities so they can get started on implementing them.

There was discussion on the purchasing of a lot and how to fund the purchase and as to what kind of improvements would be included, such as a clubhouse or a community park. There was some discussion on purchasing other lots for the purpose of open space.

Councilmember Black listed his long-term capital project goals as 1) Undergrounding utilities, 2) Property for a park and 3) Sewer line.

There was some discussion on the Sewer Feasibility Study cost of \$172,000, which the Committee Members were not interested in spending the \$172,000 now, but only \$32,400 to keep the City inline for the available capacity. The Committee Members agreed with the \$32,420 for design.

Councilmember Black indicated he wants to redo the front door, front desk and one bathroom for ADA improvements.

The City Manager passed out a Power Point and went over the slides:

The slides included and Organizational Chart. The City Clerk position is currently vacant. The Senior Planner position is vacant and staff wants to leave it vacant and add a Management Analyst position. The Code Enforcement position is to become a full-time position.

For the Budget Priorities and Costs Slide the City Manager went over each item in detail and the Committee Members were okay with the items as presented with the exception of the Phase II of the Sewer Feasibility Study, they felt the cost of \$172,000 was too high and only wanted to do the initial design for \$32,420. Staff asked if we could amend the City's Personnel Policy to include Dental and Vision insurance to start at the same time as Health Insurance for new employees. The Committee Members wanted to know what the cost would be for the change before they would make a decision.

The City Manager indicated in the Budget Adoption Resolutions she has the authority to transfer appropriations between and among all departments and the Committee Members indicated they were okay with this but wanted to be notified of the changes.

For the Pending Budget Items the City Manager went over the Peninsula wide preparedness staff member costs of \$10,000 to \$13,728 and the School Resource Officer 4% of \$135,000. The Committee Members wanted to find out if the SRO would be armed and wanted to wait to make a decision based on that.

There was some discussion on lowering the Solid Waste Fund Reserve Requirement from \$175,000 to one month's requirement.

Draft of Proposed FY 2019/20 Budget

Budget Consultant, Jim Walker went over the Staff Report and the key assumptions that went into the preparation of the FY 2019-20 Budget, continued growth in property tax revenues, continued growth in building permit revenues, the continued reprieve for the residents from the annual COLA for the increase in refuse collection and that all of the recommendations for the FY 2019/20 Budget Priorities are built within the budget.

The Committee then reviewed the FY 2019/20 Proposed Budget and in doing so, specifically discussed the following:

Jim Walker walked through the highlights of the FY 2019/20 Proposed Budget.

- The proposed General Fund 2019/20 budget overview projects \$2,278,300 in revenues in relation to \$2,339,600 in expenditures resulting in a deficit of (\$61,300) before transfers and a deficit of (\$436,800) after transfers.
- Property Taxes were increased 7.65% or \$81,300, Building and Other Permits are up \$23,000.
- General Fund Expenditures for FY 2019/20 before transfers out are \$27,925 lower than FY 2018/19 Budget, which included a contribution to the PARS Retirement Trust for unfunded pension liability for \$185,000.
- The budget includes up to a 5% salary increase of \$20,674, which is made up of a 2.7% cost of living adjustment (\$11,164) and a 2.30% Exceptional Performance Salary Bonus Pool increase (\$9,165).

- The FY 2019/20 budget creates two new positions for Senior Management Analyst at \$82,300 and Code Enforcement Officer at \$59,700, while eliminating the Senior Planner position at \$80,600, for a net increase in salaries of \$61,400 and \$12,600 in benefits.
- Staff went over the items listed on the Staff Report for Supplies, Services & Capital Outlay and each item was discussed with the Committee Members were okay with all items.
- The budget for the Community Facilities Fund includes \$5,000 for the maintenance on Tennis Courts. The General Fund will be transferring \$1,000 to the Community Facilities Fund in FY 2019/20, and we have budgeted \$5,000 for Caballeros and \$2,500 for the Women's Club.
- For the Refuse Collection Fund we are proposing not passing the COLA increase to the residents, which would be a \$45.21 savings for each resident and cost the City \$30,955. We will transfer \$24,000 from the Refuse Fund to the General Fund to cover the City's costs.
- The Traffic Safety Fund includes \$40,000 for restriping for only roadways that are determined necessary after a citywide assessment and \$12,000 for Traffic Engineering. The Budget includes a transfer from the General Fund for \$54,500.
- The COPS Fund will maintain its annual allocation to \$140,000 to cover the 2019/20 LA County Sheriff's Department increase of 5.51% (\$18,600) for Law Enforcement services and will cover the 275 supplemental hours for Traffic Enforcement estimated to be \$25,800 in FY 2019/20.
- The Utility Fund includes \$172,000 for completion of Phase II of the Sewer Feasibility Study. Due to the budgeted deficit in FY 2019/20 the General Fund will not transfer monies to the Utility Fund.
- The Capital Projects Fund will budget \$320,000 for ADA Tennis Court Improvements which includes \$20,000 for lights, the RHCA will reimburse the City \$10,000 for the lights. In addition another \$30,000 is included for ADA improvements to the City Hall Front Area. Also, included is \$125,000 for Civic Center Parking lot improvements, to be offset by transfers in from the Measure R Fund of \$25,000 and the Measure M Fund of \$30,000. The General Fund will be transferring \$344,000 to the Capital Projects Fund in FY 2019/20.
- The Transit Funds will transfer \$25,000 Measure R funds and \$30,000 Measure M funds to the General Fund for the Civic Center Parking Lot project.

The Committee expressed its support for and concurrence with the Proposed FY 2019/20 Budget.

At the conclusion of the meeting, staff stated that the budget would be presented to the City Council on May 29 at a Budget Workshop.

Meeting adjourned at 6:30 p.m.

Notes prepared by: Terry Shea



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 10A
Mtg. Date: 05/29/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, P.E., CITY MANAGER

**SUBJECT: CONSIDERATION AND APPROVAL OF A RESOLUTION
ELECTING TO JOIN OTHER COMMUNITIES IN LOS ANGELES
COUNTY IN OPTING OUT OF THE REQUIREMENTS OF THE
CONGESTION MANAGEMENT PROGRAM (CMP) ESTABLISHED
IN 1990 BY PROPOSITION 111**

DATE: MAY 29, 2019

**ATTACHMENT:
RESOLUTION NO. 1238**

BACKGROUND

In June 1990, additional funds for transportation projects was made available through the **Traffic Congestion Relief And Spending Limitation Act Of 1990**. Proposition 111 enacted a five-cent-per gallon increase in the state's fuel tax effective August 1, 1990, with an additional one cent tax starting on January 1 for each of the next four years. Proposition 111 also enacted a 55% increase in truck weight fees. The goal of the proposition was to provide new revenues to be used to reduce traffic congestion by building state highways, local streets and roads, and public mass transit facilities.

This measure was tied to the state appropriations limit to allow for "new funding for congestion relief, mass transit, health care, services for the elderly, and other priority state programs". The measure provided that the funds in excess of the state appropriation limit would be allocated to cities /counties to implement their programs.

A performance element was included in the Proposition 111 provisions requiring that each county with 50,000 or more residents develop a Congestion Management Program (CMP). The CMP intended to link land use, transportation and air quality decisions and address the impact of new construction and local growth on the regional transportation system and air quality. The Los Angeles County Metropolitan Transportation Authority (Metro) has been designated as the Congestion Management Agency responsible for Los Angeles County's Congestion Management Program. Metro was required to prepare the initial CMP and an update, on a biennial basis, for the County of Los Angeles. The 88 cities in the County and the County were responsible for compliance with the provisions of the program. Each City and the County were required to report to Metro on an annual basis their programs and show compliance with the County CMP. The CMP reports prepared by each City was required to illustrate congestion reduction efforts by improving land use and transportation coordination. In exchange for compliance with the CMP goals, the cities received a portion of the gas tax funds.

Cities and counties receive revenue from the motor vehicle fuel taxes imposed pursuant to Revenue and Taxation Code Section 7360(a) and (b) through the Highway User Tax Account under formulas outlined in the Streets and Highways code Sec 2103-2108 "HUTA". In this process the City of Rolling Hills was deemed not eligible for these funds, and historically has not received motor vehicle fuel taxes funds. However, the City has annually prepared and submitted a CMP report to Metro. The last report was prepared in 2016, after which time, the Metro suspended the reporting requirements altogether with the option to reinstate it at any time.

The CMP report requires local jurisdictions to demonstrate annually a positive balance of transportation improvement "credits" over new development "debits" to preserve their compliance with the CMP. Different implementation efforts are allocated different amount of "credit" or "debit". Most cities developed programs such as mandatory car-pooling, flex employment hours, van-pooling to work, construction of bus shelters, coordination with the bus authority for more frequent bus service, and other congestion reduction programs. The City of Rolling Hill (not having any transportation related programs, and having too few employees to count the "flex" work week towards congestion reduction efforts) was only required to report and maintain a positive balance on transportation demand based on new construction of single family homes. Construction of a new single family home represents a 6.8 points debit, whereas demolition of a single-family residence represents a 6.8 points credit.

In 1995, the City of Rolling Hills was successful in acquiring Congestion Management Program credits from the City of Rolling Hills Estates by working closely together on numerous local and regional issues (i.e. Palos Verdes Drive North Improvements and Transportation Development Act Funds for Sidewalk and Bike Path Improvements).

Since 2006, the Metro has suspended the requirement for demonstrating a positive credit balance, and the credits were frozen. At the end of 2006, the City had a positive

balance of 51.8 credits. Despite the suspension, cities were still required to continue to report their programs and activities and self-certify conformance with all elements of the CMP.

A couple of times in the past the City requested a waiver from the CMP reporting, as there are no public roads in the City and the City does not receive gas tax funds. In addition, the City's development is too minimal to affect regional transportation or air quality. Metro rejected the requests on the basis that the law does not contain provisions for waiving the requirements for cities such as Rolling Hills and in the spirit of cooperation with all of the LA County cities requires such reporting.

Most recently, Metro and other regional agencies realized that since 1990 other laws and propositions were enacted that contradict or duplicate the requirements of Proposition 111. They also realized that new transportation technologies and modeling were developed that were inconsistent with Metro's performance measurements. For example, the CMP primarily uses a level of service (LOS) performance metric, which is a measurement of the quality of motor vehicle traffic service and is inconsistent with new state-designated performance measures, such as vehicle miles traveled (VMT), enacted by SB 743. VMT are required to be analyzed for transportation related project under the California Environmental Quality Act (CEQA). Metro has recognized that the CMP LOS approach is out of date and becoming obsolete in light of new state-designated performance measures and has scheduled to replace LOS with VMT in the CEQA transportation analysis by 2020.

DISCUSSION

In accordance with California Government Code 65088.3, jurisdictions within a county may opt out of the CMP requirement without penalty only if a majority of local jurisdictions representing a majority of the County's population formally adopt resolutions requesting to opt out of the program. A majority consensus of 45 jurisdictions representing 5.1 million people in the County of Los Angeles is required in order for the City of Rolling Hills to formally opt out.

On June 28, 2018, the Metro Board approved a recommendation to initiate the process to opt out of the CMP. The Board action allows Metro staff to proceed with the next step in the process, which is to provide public agency partners, like the City of Rolling Hills, with the option to opt out of the CMP Program as well. The CMP has been found to contradict Metro's own efforts to promote a more sustainable and equitable region. In addition, the passage of Measure M and the update of the Long Range Transportation Plan presented Metro with an opportunity to consider new ways to measure transportation system performance, measures that complement efforts to combat climate change, support sustainable, vibrant communities and improve mobility. For Metro and cities alike; the continued administration for the CMP is an impediment to improving Metro's envisioned transportation system.

Opting out of the CMP provides the following benefits to the City of Rolling Hills:

- Removes the administrative burden for monitoring, preparation of reporting documents and holding public hearings to demonstrate compliance with the CMP.
- Eliminates the need to use LOS to evaluate CMP locations in CEQA documents, if a project was proposed requiring such analysis.

Because City of Rolling Hills' reporting is very minimal there is very small annual costs associated with implementing the CMP. Annual costs to Rolling Hills, if the CMP was to be reinstated, would require a staff commitment of 10-12 hours. As stated earlier, the City tried to opt out from this program previously, but was unsuccessful.

It is important to note that if the City Council passes the resolution then the City of Rolling Hills cannot unilaterally opt out of the CMP. Formal opt out will occur after a majority of cities in the region opt out and Metro notifies the State Controller, Caltrans and SCAG that Los Angeles County has opted out of the CMP in accordance with the statutory requirements.

According the LA Metro staff to date 34 cities have adopted opt-out resolutions, an additional 9 have council hearing dates coming up, another ten have plans but no specific council date set . The Metro staff said they are in discussion with other cities.

ENVIRONMENTAL

The proposed action is exempt from review pursuant to the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061(b)(3), the General Rule.

FISCAL IMPACT

There is no cost associated with this action. There may be a positive effect in future years when the costs associated with monitoring and preparation of CMP compliance documents are no longer necessary.

RECOMMENDATION

Staff recommends approval of Resolution No. 1238 electing to be exempt from the CMP.

RESOLUTION NO. 1238

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS, CALIFORNIA, ELECTING TO BE EXEMPT FROM
THE CONGESTION MANAGEMENT PROGRAM

WHEREAS, in 1990 the voters of California passed Proposition 111 and the requirement that urbanized counties develop and implement a Congestion Management Program; and

WHEREAS, the legislature and governor established the specific requirements of the Congestion Management Program by passage of legislation which was a companion to Proposition 111 and is encoded in California Government Code Section 65088 to 65089.10; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) has been designated as the Congestion Management Agency responsible for Los Angeles County's Congestion Management Program; and

WHEREAS, California Government Code Section 65089.3 allows urbanized counties to be exempt from the Congestion Management Program based on resolutions passed by local jurisdictions representing a majority of a county's jurisdictions with a majority of the county's population; and

WHEREAS, the Congestion Management Program is outdated and increasingly out of step with current regional, State, and federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

WHEREAS, on June 28, 2018, the Metro Board of Directors took action to direct Metro staff to work with local jurisdictions to prepare the necessary resolutions to exempt Los Angeles County from Congestion Management Program.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Rolling Hills, California, as follows:

1. That the above recitations are true and correct.
2. That the City of Rolling Hills hereby elects to be exempt from the Congestion Management Program as described in California Government Code Section 65088 to 65089.10.

PASSED, APPROVED AND ADOPTED this 29th day of May, 2019.

LEAH MIRSCH
MAYOR

ATTEST:

ELAINE JENG, P.E.
CITY CLERK

The foregoing Resolution No. 1238 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS, CALIFORNIA, ELECTING TO BE EXEMPT FROM
THE CONGESTION MANAGEMENT PROGRAM

was approved and adopted at a regular meeting of the City Council on May 29, 2019 by the following
roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ELAINE JENG, P.E.
CITY CLERK



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 10B
Mtg. Date: 05/29/19

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JIM WALKER, FINANCE CONSULTANT

THROUGH: TERRY SHEA, FINANCE DIRECTOR
ELAINE JENG, P.E., CITY MANAGER

SUBJECT: FISCAL YEAR 2019/20 BUDGET WORKSHOP

DATE: MAY 29, 2019

ATTACHMENTS:

- 1. FY 2019/20 BUDGET HIGHLIGHTS**
- 2. HISTORICAL REVENUES & EXPENDITURES HIGHLIGHTS**

CITY COUNCIL FINANCE/BUDGET/AUDIT COMMITTEE

On May 16, 2019 the City Council Finance/Budget/Audit Committee reviewed the draft proposed 2019/20 budget with the following comments:

GENERAL FUND

- The dental and vision benefits for the new Senior Management Analyst and Code Enforcement Officer were calculated effective immediately upon employment. The Employee Handbook and Personnel Policy Manual have a three and six month waiting period for vision and dental respectively. They wanted to know the additional cost included in 2019/20 budget. The total additional cost is \$1,200 - \$90 for vision and \$1,100 for dental.
- Discussed Pending Budget Items (Not in FY2019/20 draft proposed budget):
Peninsula wide preparedness staff member - unknown (\$10,000 - \$13,728)
Armed School Resource Officer - 4% of \$135,000 (\$5,400) or more.
- Include a five year General Fund Historical Revenues & Expenditures Highlights exhibit for the May 29, 2019 Budget Workshop (See Attachments).

OTHER FUNDS

- Utility Fund - Eliminate \$150,000 for the completion of Phase II of the Sewer Feasibility Study (mainline along Portuguese Bend Road). They did approve \$22,000 to lock in permitting.
- Refuse Collection Fund - Lower the current Cash Reserve per Financial, Budget and Debt Policies approved by City Council on April 9, 2019 from \$175,000 to \$66,200 one month of Base Service for FY 2019/20 only. Once the new Refuse contract is negotiated a new Cash Reserve will be established for 2020/21.

CHANGES SINCE MAY 16, 2019 MEETING

- In FY 2019/20 the General Fund moved \$120,000 of Storm Water Management expense to the new Measure W Special Revenue Fund. The General Fund FY 2019/20 Storm Water Management budget is \$65,000. Total FY 2019/20 Storm Water Management budget is \$185,000.

CITY COUNCIL WORKSHOP ISSUES

GENERAL FUND

- Review City Council Finance/Budget/Audit Committee approved General Fund FY 2019/20 draft proposed budget and provide staff with comments and direction.
- Discuss Pending Budget Items (Not in FY2019/20 draft proposed budget):
Peninsula wide preparedness staff member - unknown (\$10,000 - \$13,728)
Armed School Resource Officer - 4% of \$135,000 (\$5,400) or more
- At the April 8, 2019 City Council Finance/Budget/Audit Committee meeting the City Manager requested an increase in the appeal fee relating to Animals from \$40 to \$200 (Full cost recovery per the Willdan February 4, 2009 Comprehensive User Fee and Rate Study). The committee agreed to leave the fee at \$40. At the April 22, 2019 City Council meeting, Council agreed to leave the fee at \$40 but would be open to discuss the possibility of going to full cost recovery. Since two councilmembers were absent at the April 22, 2019 meeting this should be discussed at the Budget Workshop.
- At the April 22, 2019 City Council meeting, Council agreed to change the Cost of Living Adjustment (COLA) - Section 17 of the Employee Handbook and Personnel Policy from using May CPI to pay employees COLA on August 1 to using March CPI to pay employees on July 1. The cost of doing this is approximately \$1,000 (This is included in FY 2019/20 draft budget). Since two councilmembers were absent at the April 22, 2019 meeting this should be discussed at the Budget Workshop.
- Discuss changing the waiting period for Dental and Vision benefits. Section 2 c - of Health and Life Benefits of the Employee Handbook and Personnel Policy from three months and six month for vision and dental respectively to effective immediately upon employment.

- Citywide Strategic Planning (All Funds) – Overview - Process

OTHER FUNDS

- Review City Council Finance/Budget/Audit Committee approved FY 2019/20 Other Funds draft proposed budget and provide staff with comments and direction.
- Discuss - Utility Fund – Eliminating \$150,000 for the completion of Phase II of the Sewer Feasibility Study (mainline along Portuguese Bend Road). They did approve \$22,000 to lock in permitting.
- Discuss - Refuse Collection Fund – Lowering the current Cash Reserve per Financial, Budget and Debt Policies approved by City Council on April 22, 2019 from \$175,000 to \$66,200 one month of Base Service for FY 2019/20 only. Once the new Refuse contract is negotiated a new Cash Reserve will be established for 2020/21.

New FY 2019/20 – Special Revenue Fund

- In November 2018 voters approved Measure W (Safe Clean Water Act) to create a special tax for parcels (Tax 2.5 cents per square foot of “impermeable area” that prevent “storm water and urban runoff from entering the earth, like concrete patios and driveways) located in the Los Angeles Flood Control District. The City of Rolling Hills allocation for FY 2019/20 is \$120,000. LA County will include on Property Tax remittance starting in the fall of 2019. In FY 2019/20 the General Fund moved \$120,000 of Storm Water Management expense to the new Measure W Special Revenue Fund.

BACKGROUND

The City Manager in putting this budget together had the objective of maintaining Rolling Hills’ history of financial stability with the need for changing the way services are delivered while upgrading systems and resources necessary to maintain service delivery excellence.

In projecting revenues for fiscal year FY 2019/20 using conservative revenue forecasting, staff anticipates the continued resurgence of property values and construction activity (e.g., remodels, new barns and new home construction). As such, staff is projecting an increase in property taxes and building fees over FY 2018/19 levels. Concurrently, FY 2019/20 expenses are projected to be higher (excluding FY 2018/19 \$185,000 contribution to PARS Retirement Liability Trust for CalPERS Pension Liability) as a result of staff increases, one-time expenses, and contractual/consulting increases. Finally, all of the recommendations for the FY 2019/20 Budget Priorities are built within the budget.

GENERAL FUND

The FY 2019/20 budget projects \$2,278,300 in revenues in relation to \$2,219,600 in expenses resulting in a surplus of \$58,700 before transfers and a deficit of (\$319,300) after transfers. FY 2019/20 revenues are based on the following assumptions.

FY 2019/20 property taxes are projected to be \$81,300 or 7.65% higher and building activity will be \$23,000 or 4.1% higher than FY 2018/19. The City will also be providing its residents a reprieve from the annual COLA it imposes each July 1st for its Refuse Collection. This will equate to a \$45.21 savings for each resident in its annual rate and cost the City \$30,955 from its Refuse Collection Fund.

FY 2019/20 expenditures before transfers are \$147,925 or 6.25% lower than the FY 2018/19 budget including FY 2018/19 \$185,000 contribution to PARS Retirement Liability Trust for CalPERS Pension Liability.

Salaries:

The budget includes up to a 5% salary increase of (\$20,674) including an estimated cost of living adjustment (COLA), of 2.7% (\$11,164) and a 2.3% (\$9,510) for Exceptional Performance Salary Bonus Pool in accordance with the approved Personnel Manual.

The FY 2019/20 budget creates two new positions for Senior Management Analyst at a cost of \$82,300 and Code Enforcement Officer at a cost of \$59,700, while eliminating the Senior Planner position at a cost of \$80,600. This is an overall increase to salaries in FY 2019/20 of \$61,400.

Benefits:

The FY 2019/20 benefits associated with the above positions are as follows:

- Senior Management Analyst \$31,300, Code Enforcement Officer \$23,600, and eliminate Senior Planner (\$42,300) this is an increase in FY 2019/20 benefits of \$12,600. The dental and vision benefits for the new Senior Management Analyst and Code Enforcement Officer were calculated effective immediately upon employment. The total additional cost is \$1,200 - \$90 for vision and \$1,100 for dental.

Supplies, Services & Capital Outlay:

City Administration

\$ 32,000	IT Over hall - New Equipment Purchases under \$5,000
\$ 5,000	Purchase New Phone System
\$ 5,000	Purchase (3K) New DAC TRAK (Records Management Software) (2K) Maintenance
\$ 24,000	New IT Vendor
\$ 45,000	Records Management Consultant

\$ 5,000	Update Employee Handbook
<u>\$ 10,000</u>	Increase BB&K Legal Expense
\$126,000	Total

Finance

<u>\$ 1,700</u>	RAMS Contract increase of 1.95%
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Planning & Development

In FY 2019/20 the General Fund moved \$120,000 of Storm Water Management expense to the new Measure W Special Revenue Fund. The General Fund FY 2019/20 Storm Water Management budget is \$65,000. Total FY 2019/20 Storm Water Management budget is \$185,000.

\$ 80,000	Update Housing Element and Land Use Element
<u>\$ 15,000</u>	Professional Planning Consulting Contingency
\$ 95,000	Total

Law Enforcement

\$ 0,000	General Fund portion of LA County Sheriff Contract Flat - Increase \$19K to COPS Fund
<u>\$ 1,000</u>	Increase Animal Control LA County total \$10,000
\$ 1,000	Total

Non-Department

<u>\$ 9,000</u>	PERMA Insurance Claim
\$ 9,000	Total

City Properties

\$ 4,000	Increase Edison Electric costs not Reimbursed by RHCA - add Gate House and Tennis Court
\$ 16,000	Increase Repairs and Maintenance
\$ 3,200	Increase Groundwork's Landscaping
<u>\$ (15,000)</u>	Reduce Civic Center Landscaping/Hardscaping Replacement
\$ 8,200	Total

OTHER FUNDS

The other City Funds are similar to prior years. Of note:

1. Community Facilities Fund - annually, the City asks Caballeros, the Tennis Club and the Women's Club if it has programs for which it would like to request City funding. Each club gave a formal request and staff budgeted in the Community Facilities Fund the following: \$5,000 (Caballeros), and \$5,000 (Women's Club) for programs and \$5,000 for annual Tennis Maintenance Expense. The General Fund will transfer \$3,500 to the Community Facilities Fund in FY 2019/20.
2. The Refuse Fund includes a transfer to the General Fund of (\$24,000). This transfer includes (\$12,000) for the administration of refuse services and (\$12,000) to cover staff time and costs associated with administering the storm water management program. Also, the City will be providing its residents a reprieve from the annual COLA it imposes each July 1st for its Refuse Collection. This will equate to a \$45.21 savings for each resident in its annual rate and cost the City \$30,955. **Also, change FY 2019/20 Cash Reserve Policy from \$175,000 to \$66,200 one month of Base Trash Service.**
3. The Traffic Safety Fund includes \$40,000 for restriping for only roadways that are determined necessary after a citywide assessment and \$12,000 for Traffic Engineering. The General Fund will be budgeting a transfer of \$54,500 to the Traffic Safety Fund in FY 2019/20.
4. The COPS Fund will maintain its annual allocation of \$140,000. 2019/20 Program Expenditures will increase to \$160,000 to cover the 2019/20 LA County Sheriff's Department increase of 5.51% or \$18,600 for a total of \$134,200 for LA County Sheriff's for law enforcement services and will cover the 275 supplemental hours for Traffic Enforcement estimated to be \$25,800 in FY 2019/20.
5. The Utility Fund includes \$22,000 to lock in permitting for Phase II of the Sewer Feasibility Study (Mainline along Portuguese Bend Road). The General Fund will not transfer monies to the Utility Fund.
6. The Capital Projects Fund will budget \$320,000 for Tennis Court Improvements (\$300,000 Tennis Court Improvements and \$20,000 for Tennis Court Lights. The RHCA will pay \$10,000 towards Tennis Court Lights). Also, \$30,000 for City Hall ADA Design and \$125,000 for Civic Center Parking Lot cost to be offset by FY 2019/20 Transfers In from Measure R \$25,000 and Measure M \$30,000. The General Fund will be transferring \$344,000 to the Capital Projects Fund in FY 2019/20.
7. The Transit Funds will transfer \$25,000 Measure R and \$30,000 in Measure M to the CIP Fund for the Civic Center Parking Lot.
8. In November 2018 voters approved Measure W (Safe Clean Water Act) to create a special tax for parcels (Tax 2.5 cents per square foot of "impermeable area" that prevent "storm water and urban runoff from entering the earth, like concrete patios and driveways) located in the Los Angeles Flood Control District. The City of Rolling Hills allocation for FY 2019/20 is \$120,000. LA County will include on Property tax remittance starting in the fall of 2019. In FY 2019/20 the General Fund moved \$120,000 of Storm Water Management expense to the new Measure W Special Revenue Fund.

FISCAL IMPACT

The Fiscal Impact by Fund for the proposed FY 2019-20 Budget is as follows:

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Transfers</u> <u>In(Out)</u>	<u>Fiscal</u> <u>Impact</u>
General	\$ 2,278,300	\$ (2,219,600)	\$ (378,000)	\$ (319,300)
Community				
Facilities	100	(15,000)	3,500	(11,400)
Self Insurance	-	(3,000)	-	(3,000)
Refuse Collections	840,900	(890,089)	(24,000)	(73,189)
Traffic Safety	50	(54,550)	54,500	-
Transit Prop A	39,450		-	39,450
Transit Prop C	32,750		-	32,750
Transit Measure R	24,600		(25,000)	(400)
Transit Measure M	27,850		(30,000)	(2,150)
COPS	140,050	(160,000)	-	(19,950)
CLEEP	75	(2,700)		(2,625)
Capital Projects	10,000	(475,000)	399,000	(66,000)
Measure W	120,900	(120,000)		900
Utility Fund		(172,000)		(172,000)
	<u>\$ 3,515,025</u>	<u>\$ (4,111,939)</u>	<u>\$ -</u>	<u>\$(596,914)</u>

CONCLUSION

The overall financial position of the City's General Fund remains strong with a projected year-end Fund Balance of \$4,957,213 at June 30, 2020. The City staff works diligently on providing outstanding government services that will keep the quality of life good for the residents of Rolling Hills.

RECOMMENDATION

It is recommended that the City Council review the draft proposed 2019/20 budget for each fund and provide staff with comments and direction. On May 16, 2019 the City Council Finance/Budget/Audit Committee reviewed and approved the draft proposed 2019/20 budget. With the City Council's input, the budget documents will be finalized for presentation to the City Council at its meeting on June 10, 2019.

CITY OF ROLLING HILLS
FY 19/20 BUDGET HIGHLIGHTS

PROPOSED BUDGET - FINAL - APPROVED AT 5/16/2019 - FINANCE BUDGET COMMITTEE MEETING 5/29/19

GENERAL FUND

REVENUES

ACCOUNT	FY 18/19 ADJUSTED BUDGET	PROJECTED FY 18/19	PROPOSED FY 19/20 BUDGET	COMMENT
PROPERTY TAXES	\$ 1,063,200	\$ 1,104,695	\$ 1,144,500	7.65% INCREASE \$81,300
MOTOR VEHICLE IN LIEU	215,200	215,129	223,500	3.85% INCREASE \$8,300
REAL ESTATES TRANSFER TAX	41,800	46,914	41,800	FLAT 19/20
BUILDING & OTHER PERMITS	560,000	511,954	583,000	4.1% INCREASE \$23,000
VARIANCE, PLANNING & ZONING	40,000	39,099	40,000	FLAT 19/20
PROPOSITION A EXCHANGE	(C)	56,250	-	NO BUDGET FOR 19/20
CITY HALL LEASE RHCA	84,000	83,976	84,000	FLAT 19/20
INTEREST INCOME	100,000	118,778	100,000	FLAT 19/20
MISCELLANEOUS REVENUE	7,500	4,402	17,500	FY 19/20 \$10,000 LANDSCAPE PASS THROUGH
TOTAL REVENUES (B)	\$ 2,211,950	\$ 2,222,137	(A) \$ 2,278,300	^ TO FY 19/20 BUDGET \$122,600 HIGHER ^5.69% (LESS FY 18/19 PROP A 58K)
\$	2,211,950 (B)			
\$	(56,250) (C)			
\$	2,155,700			
\$	2,278,300 (A)			
\$	122,600			

NOTE: TOTAL FY 19/20 PROPOSED GENERAL FUND BUDGET OF \$2,278,300 IS \$122,600 HIGHER THAN THE FY 18/19 ADJUSTED BUDGET OF \$2,155,700 (LESS 56K PROP A EXCHANGE). THE FY 19/20 GENERAL FUND REVENUE GROWTH IS 5.69% (LESS 56K PROP A EXCHANGE) COMPARED TO FY18/19

EXPENDITURES

CITY ADMINISTRATION

ACCOUNT	FY 18/19 ADJUSTED BUDGET	PROJECTED FY 18/19	PROPOSED FY 19/20 BUDGET	COMMENT
SALARIES	\$ 304,100	\$ 215,082	\$ 409,300	FY 19/20 ADDED SALARY \$82,300 SENIOR MANAGEMENT ANALYST - WITH BENEFITS
SALARIES PART TIME	10,000	-	10,500	FY 19/20 PART TIME EMPLOYEE - NO BENEFITS
TOTAL SALARIES	\$ 314,100	\$ 215,082	\$ 419,800	
RETIREMENT CALPERS - EMPLOYER				
ANNUAL UNFUNDED LIABILITY	44,050	37,588	63,100	\$29K ALLOCATION FY 19/20 PERS UNFUNDED LIABILITY
FY 18/19 PERS POOL UNFUNDED LIABILITY	185,000	185,000	-	FY 19/20 NO PERS UNFUNDED LIABILITY CONTRIBUTION
GROUP INSURANCE	47,500	31,500	40,800	INCLUDES 10K SENIOR MANAGEMENT ANALYST FY 19-20 MEDICAL CAP \$1,642
OFFICE SUPPLIES & EXPENSE	43,600	31,140	60,000	\$42K - 32K IT OVER HALL, 5K NEW PHONE SYSTEM & 5K DAC TRAK SOFTWARE/MAIN
EQUIPMENT LEASING COSTS	7,750	5,405	4,100	INCLUDES KONICA MINOLTA COPIER LEASE - MAIL & TABBING MACHINES
CITY COUNCIL EXPENSE	7,200	5,919	10,000	\$8,000 CONFERENCE \$2,000 MEETINGS (BEA \$4,000 - AVAILABLE \$4,000)
OTHER GENERAL ADMIN. EXPENSE	5,200	2,725	10,000	\$5K TEMP HELP \$2K ADMINISTRATION OF UNFUNDED PENSION LIABILITY TRUST
ELECTION EXPENSE	5,000	1,269	0	FY 19/20 NO ELECTION EXPENSE
CITY ATTORNEY	70,000	78,829	80,000	FY 19-20 10K INCREASE BB&K LEGAL EXPENSE
CONSULTING FEES	46,000	42,738	77,600	INCLUDES 24K NEW IT VENDOR, 45K RECORDS MANAGEMENT, 5K EMPLOYEE HAND BOOK
CAPITAL OUTLAY				
CAPITAL OUTLAY - EQUIPMENT	32,000	31,987	-	FY 19-20 NO CAPITAL OUTLAY
CAPITAL OUTLAY - CITY HALL IMPROVEMENTS	-	-	-	
TOTAL CITY ADMINISTRATION	\$ 933,800	\$ 770,424	(B) \$ 904,000	\$156,000 ^20.86% HIGHER THAN FY 18/19 EXCLUDING 185K UNFUNDED PENSION LIABILITY

(B) NOTE: TOTAL FY 19/20 PROPOSED BUDGET OF \$904,000 - INCLUDES \$82K SALARY FOR NEW SENIOR MANAGEMENT ANALYST, 32K IT OVERHALL & 5K NEW PHONE SYSTEM, 24K NEW IT VENDOR, 45K RECORDS MANAGEMENT & 5K EMPLOYEE HANDBOOK. COMPARED TO FY 18/19 ADJUSTED BUDGET OF \$933,800 IS A DECREASE OF 30K - 3.19%. LOWER INCLUDING \$185K UNFUNDED PENSION LIABILITY

FINANCE

ACCOUNT	FY 18/19 ADJUSTED BUDGET	PROJECTED FY 18/19	PROPOSED FY 19/20 BUDGET	COMMENT
CONSULTING FEES	\$ 100,000	\$ 99,193	\$ 101,700	\$1,700 *1.95% INCREASE IN RAMS CONTRACT
ANNUAL AUDIT	17,100	17,100	17,100	FLAT 19/20
CAPITAL OUTLAY	-	-	-	FY 19-20 NO CAPITAL OUTLAY
CAPITAL OUTLAY - EQUIPMENT	117,750	116,453	119,450	^ TO FY 18/19 BUDGET \$2K *1.95%
TOTAL FINANCE	\$ 117,750	\$ 116,453	\$ 119,450	(C)

(C) NOTE: TOTAL FY 19/20 PROPOSED BUDGET IS AN INCREASE OF \$2K 1.95% INCREASE IN RAMS CONTRACT

PLANNING & DEVELOPMENT

ACCOUNT	FY 18/19 ADJUSTED BUDGET	PROJECTED FY 18/19	PROPOSED FY 19/20 BUDGET	COMMENT
SALARIES FULL TIME	\$ 215,000	\$ 181,317	\$ 193,500	FY 19/20 ADDED SALARY \$59,700 CODE ENFORCEMENT OFFICER - WITH BENEFITS
SALARIES PART TIME	15,000	711	15,750	ELIMINATED SALARY \$80,600 SENIOR PLANNER POSITION
TOTAL SALARIES	\$ 230,000	\$ 182,028	\$ 209,250	FY 19/20 PART TIME EMPLOYEE - NO BENEFITS
RETIREMENT CALPERS - EMPLOYER				
ANNUAL UNFUNDED LIABILITY	31,150	28,012	29,800	\$13K ALLOCATION FY 19/20 PERS UNFUNDED LIABILITY
GROUP INSURANCE	30,600	29,895	19,000	BUDGETED \$11,600 LESS THAN FY 18/19 - FY 19/20 MEDICAL CAP \$1,642
BUILDING INSPECTION LA COUNTY/WILDAN	195,000	197,084	195,000	FLAT 19/20
STORM WATER MANAGEMENT	159,400	149,948	65,000	\$94K DECREASE IN FY 19/20 MOVED 120K to Measure W (TOTAL 185K FY 19/20)
SPECIAL PROJECT STUDY & CONSULTANT	97,100	83,574	105,000	80K HOUSING ELEMENT, 10K LANDSCAPE PASS THROUGH & 15K CONTINGENCY
CAPITAL OUTLAY - EQUIPMENT	-	-	-	FY 19-20 NO CAPITAL OUTLAY
TOTAL PLANNING & DEVELOPMENT	\$ 866,100	\$ 774,998	\$ 728,800	(D) ^ TO FY 18/19 BUDGET \$137,300 LOWER - DECREASE *15.85%

(D) NOTE: TOTAL FY 19/20 PROPOSED BUDGET OF \$728,800 COMPARED TO 18/19 ADJUSTED BUDGET OF \$866,100 IS A DECREASE OF \$137,300 *DECREASE 15.85%
120K STORM WATER MANAGEMENT MOVED TO MEASURE W FUND - 21K IS DUE TO ELIMINATION OF SENIOR PLANNER POSITION

LAW ENFORCEMENT

ACCOUNT	FY 18/19 ADJUSTED BUDGET	PROJECTED FY 18/19	PROPOSED FY 19/20 BUDGET	COMMENT
LAW ENFORCEMENT	\$ 223,100	\$ 215,077	\$ 221,700	FY 19/20 OF FLAT \$18,600 OR 5.51% INCREASE FROM FY 18/19 - COPS *INCREASE 20K
OTHER LAW ENFORCEMENT EXPENSE	3,000	3,261	3,000	FLAT 19/20
WILD LIFE MANAGEMENT				
WILD LIFE MGMT & PEST CONTROL - LA COUNTY	25,000	23,428	49,500	FLAT 19/20 - ADD SUPPLEMENTAL TO LA COUNTY
SUPPLEMENTAL COYOTE CONTROL MANAGEMENT	24,500	8,677	-	FY 19/20 MOVE TO LA COUNTY
PEAFOWL	12,000	8,552	12,000	FLAT 19/20
TOTAL WILD LIFE MANAGEMENT	61,500	40,657	61,500	FLAT 19/20
ANIMAL CONTROL - LA COUNTY	10,000	5,995	11,000	1K INCREASE LA COUNTY ANIMAL CONTROL
TOTAL LAW ENFORCEMENT	\$ 297,600	\$ 264,990	\$ 297,200	(E) FLAT 19/20

(E) NOTE: TOTAL FY 19/20 PROPOSED BUDGET OF \$297,200 COMPARED TO 18/19 ADJUSTED BUDGET OF \$297,600 IS FLAT
THIS IS DUE TO MOVING ADDITIONAL 20K LA COUNTY SHERIFF FY 19/20 INCREASE TO BE PAID OUT OF THE COPS FUND IN FY 19/20

NON-DEPARTMENT

ACCOUNT	FY 18/19 ADJUSTED BUDGET	PROJECTED FY 18/19	PROPOSED FY 19/20 BUDGET	COMMENT
SOUTH BAY COMMUNITY ORGANIZATION				
CONTINGENCY	\$ 4,100	\$ 4,100	\$ 4,100	FLAT 19/20
INSURANCE & BOND EXPENSE	25,000	8,000	25,000	FLAT 19/20
EMERGENCY PREPAREDNESS	25,650	20,698	34,900	INCREASE \$9K PERMA CLAIM
	14,875	13,199	15,000	FLAT 19/20
TOTAL NON-DEPARTMENT	\$ 80,775	\$ 53,087	\$ 90,550	(F) INCREASE OF \$9,875 ^12.23% COMPARED TO FY 18/19

(F) NOTE: TOTAL FY 19/20 PROPOSED BUDGET OF \$90,550 COMPARED TO 18/19 ADJUSTED BUDGET OF \$80,775 IS AN INCREASE OF \$9,875 ^12.23% THIS IS DUE TO \$9K PERMA CLAIM

CITY PROPERTIES

ACCOUNT	FY 18/19 ADJUSTED BUDGET	PROJECTED FY 18/19	PROPOSED FY 19/20 BUDGET	COMMENT
UTILITIES	\$ 30,200	\$ 33,731	\$ 34,000	\$4K INCREASE DUE TO FY 18/19 ADDED GATE HOUSE & TENNIS COURTS - NO RHCA UTILITIES
REPAIRS & MAINTENANCE	\$ 16,000	\$ 10,889	\$ 32,000	FY 19/20 ADDED 16K FOR REPAIRS & MAINTENANCE
AREA LANDSCAPING	25,300	19,350	13,500	FY 19/20 ELIMINATED \$15K CIVIC CENTER LAND/HARD SCAPING
TOTAL CITY PROPERTIES	\$ 71,500	\$ 63,970	\$ 79,500	^A TO FY 19/20 BUDGET INCREASE \$8,000 ^11.19% ADD 16K R&M, DELETE 15K LANDSCAPE
TOTAL GENERAL FUND EXPENDITURES	\$ 2,367,525	\$ 2,043,921	\$ 2,219,600	^A TO FY 18/19 ADJUSTED BUDGET \$147,925 LOWER^6.25% LOWER

NET REVENUES BEFORE TRANSFERS \$ (155,575) \$ 178,216 \$ 58,700
FY 19/20 SURPLUS \$9K (^A FY 18/19 \$29,425 SURPLUS LESS \$185K UNFUNDED PENSION LIABILITY) TOTAL NET CHANGE FY 18/19 TO 19/20 INCREASE 29K

10/13

FUND TRANSFERS (OUT) IN
TRAFFIC SAFETY FUND
CAPITAL IMPROVEMENT FUND
UNDERGROUND UTILITY FUND
COMMUNITY FACILITIES
REFUSE COLLECTION FUND

INCLUDES \$40K ROAD STRIPING
TRANSFER TO CIP - TENNIS COURTS \$310,000 + \$30K CITY HALL ADA DESIGN
NO TRANSFER FY 19/20
TRANSFER OUT FY 19/20 \$1,000
TRANSFER \$12K ADMIN - \$12K STORM WATER

	(46,500)	(46,500)	(54,500)
	(234,000)	-	(344,000)
	(6,300)	-	(3,500)
	24,000	24,000	24,000
TOTAL TRANSFERS	(262,800)	(22,500)	(378,000)

NET REVENUE (DEFICIT) AFTER TRANSFERS \$ (418,375) \$ 155,716 \$ (319,300)
TOTAL FY 19/20 DEFICIT IS \$98,075 23.68% LOWER THAN FY 18/19 BUDGET

OTHER FUNDS

	FY 18/19 ADJUSTED BUDGET	PROJECTED FY 18/19	PROPOSED FY 19/20 BUDGET	COMMENT
COMMUNITY FACILITIES FUND				
EQUESTRIAN FACILITIES MAINTENANCE	\$ 5,000	\$ -	\$ 5,000	CABALLEROS
TENNIS MAINTENANCE EXPENSE	2,500	2,100	5,000	TENNIS ANNUAL MAINTENANCE EXPENSE
WOMEN'S CLUB	7,500	2,100	5,000	WOMEN'S CLUB
			15,000	TRANSFER FROM GENERAL FUND \$3,500 IN FY 19-20
MUNICIPAL SELF INSURANCE FUND				
	\$ -	\$ -	\$ -	NO CHANGE
REFUSE COLLECTION FUND				
SERVICE CHARGES	\$ 768,900	\$ 770,492	\$ 768,900	FLAT COMPARED TO FY 18-19
REFUSE SERVICE CONTRACT	794,200	795,773	825,089	DO NOT PASS ON 3.5% REFUSE CONTRACT INCREASE 31K
OPERATING TRANSFER OUT TO GENERAL FUND	24,000	24,000	24,000	TRANSFER \$12K ADMIN - \$12K STORM WATER
TOTAL EXPENDITURES	\$ 818,200	\$ 819,773	\$ 849,089	
CASH RESERVE	(175,000)	(175,000)	(66,200)	*** FY 19/20 CHANGE CASH RESERVE TO ONE MONTH OF BASIC SERVICE
UNASSIGNED FUND BALANCE ENDING	\$ 3,016	\$ 2,785	\$ 38,396	
TRAFFIC SAFETY FUND				
ROAD STRIPING - DELINEATORS - PAVING	\$ 40,000	\$ 15,000	\$ 40,000	\$5K MORE THAN FY 17-18
TRAFFIC ENGINEERING & SURVEY	4,000	12,489	12,000	FLAT COMPARED TO FY 17-18
ROAD SIGNS & MISCELLANEOUS EXPENSE	2,550	858	2,550	TRANSFER FROM GENERAL FUND \$54,500 IN FY 19-20
PROPOSITION A				
PROPOSITION A EXCHANGE	\$ -	\$ -	\$ -	NO CHANGE
PROPOSITION C				
PROPOSITION C GIFTED	\$ -	\$ -	\$ -	NO CHANGE
MEASURER R				
MEASURER R GIFTED	\$ 50,000	\$ -	\$ -	N/A MEASURER R GIFTED FY 18-19
TRANSFER TO CAPITAL PROJECTS FUND		(50,000)	(25,000)	** FY 18/19 TRANSFER 50K TO CAPITAL PROJECTS FUND
				*** FY 19/20 TRANSFER 25K TO CAPITAL PROJECTS FUND (4TH QUARTER FY 19/20)
MEASURER M				
MEASURER M GIFTED	\$ 65,000	\$ -	\$ 65,000	N/A MEASURER M GIFTED FY 18-19
TRANSFER TO CAPITAL PROJECTS FUND		(40,000)	(30,000)	** FY 18/19 TRANSFER 40K TO CAPITAL PROJECTS FUND (NOT ABLE TO TRANSFER 65K
				*** FY 19/20 TRANSFER 30K TO CAPITAL PROJECTS FUND (4TH QUARTER FY 19/20)

OTHER FUNDS

	FY 18/19 ADJUSTED BUDGET	PROJECTED FY 18/19	PROPOSED FY 19/20 BUDGET	COMMENT
COPS FUND				
COPS ALLOCATION	\$ 140,000	\$ 148,747	\$ 140,000	FLAT 18/19
COPS PROGRAM EXPENDITURES	140,000	139,100	160,000	** COPS ALLOCATION \$134,000 LA COUNTY SHERIFF'S - \$25,800 TRAFFIC ENFORCEMENT FY 19/20 INCREASED COPS PORTION OF LA COUNTY SHERIFF'S CONTRACT BY 20K
CLEEP FUND				
CLEEP - TECHNOLOGY PROGRAM	\$ 16,500	\$ 16,500	\$ 2,700	AUTOMATED LICENSE PLATE READER MONTHLY MAINT.
UTILITY FUND				
UNDERGROUND UTILITY PROJECT	\$ 150,000	\$ 150,000	\$ 150,000	BUDGET SAME AS LAST YEAR
SEWER FEASIBILITY PROJECT PHASE II	\$ 10,000	10,000	22,000	FY 19/20 22K (FINANCE BUDGET COMMITTEE ELIMINATED 150K)
TRANSFER FROM GENERAL FUND	-	-	-	NO TRANSFER FROM GENERAL FUND IN FY 19-20
CAPITAL PROJECTS FUND				
MISCELLANEOUS REVENUE			10,000	RHCA PORTION OF TENNIS COURTS LIGHTS
NON-BUILDING IMPROVEMENTS - TENNIS COURTS	\$ 229,000	\$ -	320,000	TENNIS COURT IMPROVEMENTS \$300,000 + 20K TENNIS COURTS LIGHTS
CITY HALL IMPROVEMENTS - ADA DESIGN	\$ 5,000		30,000	CITY HALL ADA DESIGN
CIVIC CENTER PARKING LOT		24,000	125,000	CIVIC CENTER PARKING LOT
TRANSFER FROM GENERAL FUND	(234,000)	-	(344,000)	TRANSFER TO CIP - TENNIS COURTS
TRANSFER FROM MEASURE R FUND		50,000	25,000	*** ** FY 18/19 TRANSFER 50K MEASURE R (USE R FIRST) - 40K MEASURE M
TRANSFER FROM MEASURE M FUND		40,000	30,000	*** ** FY 19/20 (4TH QUARTER) TRANSFER 25K MEASURE R - 30K MEASURE M
MEASURE W (FY 19/20 NEW SPERIAL REVENUE FUND)				
GRANT REVENUE	\$ -	\$ -	\$ 120,000	FY 19/20 MEASURE W NEW SPECIAL REVENUE FUND
INTEREST EARNED			900	PROGRAM INTEREST EARNED
STORM WATER MANAGEMENT			\$120,000	120K STORM WATER MANAGEMENT EXPENSE MOVED FROM GENERAL FUND

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CITY OF ROLLING HILLS
GENERAL FUND HISTORICAL REVENUES & EXPENDITURES HIGHLIGHTS
HISTORICAL ACTUAL - FY 2015/16 TO FY 2017/18
PROJECTED - FY 2018/19
PROPOSED BUDGET - FY 2019/20

GENERAL FUND SUMMARY OF TOP SEVEN REVENUES

HISTORICAL AUDITED ACTUAL

	FY 15/16	FY 16/17	FY 17/18	FY 17/18 TO FY 15/16	FY 17/18 PROJECTED	FY 18/19 PROJECTED	FY 17/18 PROPOSED	FY 18/19 PROPOSED	FY 18/19 ^%	FY 19/20 PROPOSED	FY 18/19 ^%
PROPERTY TAXES	\$ 964,914	\$ 1,007,250	\$ 1,089,838	12.9%	\$ 1,104,695	1.4%	\$ 1,144,500	3.6%			
BUILDING & OTHER PERMIT FEES	550,600	602,149	769,138	39.7%	511,954	-33.4%	563,000	13.9%			
MOTOR VEHICLE IN LIEU TAX - VLF	186,866	197,098	208,562	11.6%	215,129	3.1%	223,500	3.9%			
REAL ESTATE TRANSFER TAX	65,374	39,303	44,881	-11.3%	46,914	4.5%	41,800	-10.9%			
VARIANCE, PLANNING & ZONING FEES	56,772	42,665	36,642	-36.5%	39,099	8.5%	40,000	2.3%			
PROPOSITION A EXCHANGE	-	56,250	-		56,250		-				
INTEREST EARNED	16,189	37,498	87,326 (K)	233.4%	118,778 (K)	36.0%	100,000	-15.8%			
ALL OTHER REVENUES	169,842	137,171	114,307	-32.4%	129,218 (J)	13.1%	145,500	12.5%			
TOTAL GENERAL FUND REVENUES	\$ 2,019,257	\$ 2,119,324 (A)	\$ 2,250,094	16.4%	\$ 2,221,137 (A)	-5.4%	\$ 2,278,200	2.5%			

(A) NOTE: INCLUDES PROF. A EXCHANGE - FY 16/17 & FY 18/19 56K

(J) NOTE: INCLUDES NET 14K REVENUE INCREASE NEW RHCA AGREEMENT

(K) CREATED PARS RETIREMENT LIABILITY TRUST (\$185,000 CONTRIBUTION FY 17/18 & FY 18/19)

GENERAL FUND SUMMARY OF TOP SEVEN EXPENDITURES

HISTORICAL AUDITED ACTUAL

	FY 15/16	FY 16/17	FY 17/18	FY 17/18 TO FY 15/16	FY 17/18 PROJECTED	FY 18/19 PROJECTED	FY 17/18 PROPOSED	FY 18/19 PROPOSED	FY 18/19 ^%	FY 19/20 PROPOSED	FY 18/19 ^%
EMPLOYEE SALARIES	\$ 486,653 (B)	\$ 501,476	\$ 515,683	6.0%	\$ 397,110 (M)	-32.0%	\$ 629,050 (G)	58.4%			
EMPLOYEE BENEFITS	192,218 (B)	212,738	391,166 (E)	103.5%	396,976 (E)	1.5%	358,550	-35.6%			
BUILDING INSPECTION LA COUNTY/WILDAN	190,793	166,032	221,168	15.9%	197,084	-10.9%	198,000	-1.1%			
STORM WATER MANAGEMENT	69,976	117,448	147,276	110.5%	149,948	1.8%	65,000 (D)	-56.7%			
CITY ATTORNEY	83,919	114,720 (J)	180,378 (J)	79.3%	135,593 (J)	-40.0%	137,000	1.2%			
LAW ENFORCEMENT	194,978	211,553	206,400	-6.5%	215,077	3.2%	221,700	3.1%			
FINANCE CONSULTING FEES	86,549	92,477	90,397	-1.9%	91,533	1.3%	92,168 (H)	0.7%			
ALL OTHER EXPENDITURES	233,117	265,107	309,511 (L)	32.8%	460,800 (N)	48.9%	634,132 (D)	35.4%			
TOTAL GENERAL FUND EXPENDITURES BEFORE TRANSFERS	\$ 1,540,402	\$ 1,684,550	\$ 2,433,984	32.0%	\$ 2,181,971 (C)	0.5%	\$ 2,219,600 (C)	8.6%			
NET GENERAL FUND TRANSFERS	251,050 (F)	229,613	1,468		22,500		378,000				
TOTAL GENERAL FUND EXPENDITURES	\$ 1,791,452	\$ 1,914,163	\$ 2,435,452	33.6%	\$ 2,206,471	1.5%	\$ 2,597,600	25.7%			
NET REVENUE (DEFICIT) AFTER TRANSFERS	\$ 227,805	\$ 205,161	\$ 314,642	37.8%	\$ 155,716	-50.5%	\$ (319,300)	-305%			

(B) FY 15/16 IS THE FIRST FULL YEAR OF THE SENIOR PLANNER'S SALARY & BENEFITS

(C) NOTE: FY 18/19 IS A PROJECTION OF YEAR-END BALANCES AND FY 19/20 IS A PROPOSED BUDGET - NOT ACTUALS

(D) NOTE: MAJOR VARIANCES 31K IT OVER HALL & NEW PHONE SYSTEM, 45K RECORDS MANAGEMENT CONSULTANT, 25K PLANNING PROFESSIONAL SERVICES

(E) CREATED PARS RETIREMENT LIABILITY TRUST (\$185,000 CONTRIBUTION FY 17/18 & FY 18/19)

(F) NOTE: STARTING IN FY 15/16 GENERAL FUND IS TRANSFERRING 29K TO UNDERGROUND UTILITY FUND (BY POLICY - IF CF SURPLUS)

(G) NOTE: ELIMINATED SENIOR PLANNER POSITION 51K - CREATED SENIOR MANAGEMENT ANALYST 31K & CODE ENFORCEMENT OFFICER 60K - 9K EMPLOYEE EXCEPTIONAL PERFORMANCE BONUS POOL

(H) NOTE: INCLUDES VIEW CASE REVIEWS

(I) NOTE: FY 17/18 INCLUDES \$44,000 FOR ONE TIME EXPENDITURES

(J) SALARIES ARE LOWER DUE TO VACANT CITY MANAGER & CITY CLERK POSITIONS

(K) NOTE: FY 18/19 INCLUDES ADDITIONAL EXPENSES FOR PLANNING & DEVELOPMENT PROFESSIONAL SERVICES \$11K - LAW ENFORCEMENT - WILD LIFE MANAGEMENT \$34K - City Administration \$4K

(L) NOTE: FY 19/20 MAY BE \$128K TO MEASURE W FROM GENERAL FUND - TOTAL STORM WATER MANAGEMENT \$18K

FUND BALANCE - AFTER TRANSFERS

\$ 4,600,994 \$ 4,206,155 \$ 5,120,797 11.3% \$ 5,276,513 3.0% \$ 4,957,213 -6.1%