



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 City Council Meeting

CITY COUNCIL
Monday, October 25, 2021

CITY OF ROLLING HILLS
7:00 PM

SUPPLEMENTAL AGENDA

All Councilmembers will participate in-person wearing masks per Los Angeles County Health Department's Health Officer Order effective Saturday, July 17, 2021. The meeting agenda is available on the City's website. The City Council meeting will be live-streamed on the City's website. Both the agenda and the live-streamed video can be found here: <https://www.rollinghills.org/government/agenda/index.php>

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

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

Next Resolution No. 1287

Next Ordinance No. 372

1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

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

4. CONSENT CALENDAR

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

- 4.A. [REGULAR MEETING MINUTES OF OCTOBER 11, 2021.](#)

RECOMMENDATION: Approve as presented.

[10.11.2021_CCMinutes_P.docx](#)

- 4.B. [PAYMENT OF BILLS.](#)

RECOMMENDATION: Approve as presented.

[Payment of Bills.pdf](#)

- 4.C. [REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR SEPTEMBER 2021.](#)

RECOMMENDATION: Approve as presented.

[Rolling Hills YTD Tonnage Report-September 2021.pdf](#)

- 4.D. [APPROVE SOUTH BAY CHAMBER MUSIC SOCIETY'S REQUEST FOR AN ADDITIONAL \\$600 CONTRIBUTION FOR FISCAL YEAR 2021-2022.](#)

RECOMMENDATION: Approve as presented.

[08-13-2021SouthBayChamberMusic.pdf](#)

[10-13-2021So.BayChamberMusicDo.pdf](#)

5. **COMMISSION ITEMS**

- 5.A. [ZONING CASE NO. 21-07: REQUEST FOR APPROVALS FOR: 1\) VARIANCES FOR THE PROPOSED NEW RETAINING WALLS TO ENCROACH INTO THE REQUIRED SETBACKS; 2\) VARIANCE TO EXCEED THE MAXIMUM 35% LOT COVERAGE; 3\) SITE PLAN REVIEW FOR GRADING; AND 4\) SITE PLAN REVIEW FOR THE RETAINING WALLS TO EXCEED MAXIMUM 3 FT. HEIGHT LOCATED AT 1 QUAIL RIDGE ROAD SOUTH, ROLLING HILLS, CA 90274 \(LOT 1-B-CH\), \(ABRACOSA\).](#)

RECOMMENDATION: Receive and file.

[Development_Proposal_Table.1_Quail_Ridge_Road_South_10.25.21.docx](#)

[1_Quail_Road_Ret_Wall_Planning_plans_final_set_approved 09.21.21](#)

[1 QRRS._photo.jpg](#)

[1 QRRS._photo_2.jpg](#)

[1 QRRS._photo_3.jpg](#)

[1 QRRS._photo_4.jpg](#)

[1 QRRS_Vicinity Map.pdf](#)

[Vicinity Map 1 Quail Ridge Road South_10.25.21.docx](#)

[2021-14.PC RESOLUTION_1 QuailRidge Road South-SUPPLEMENTAL.pdf](#)

6. **PUBLIC HEARINGS**

7. **OLD BUSINESS**

- 7.A. [SELECT A LAYOUT OPTION FOR THE CITY HALL ADA IMPROVEMENTS AND DIRECT STAFF TO COMPLETE THE PREPARATION OF PROJECT CONSTRUCTION DOCUMENTS.](#)

RECOMMENDATION: Provide staff the layout option to use and to work with Pacific Architecture and Engineering, Inc. to amend the service agreement accordingly.

[20210519_city_hall_renovation_cost_estimate_two_options.pdf](#)

[Option 1.pdf](#)
[Option 2.pdf](#)
[Option 3.pdf](#)

8. NEW BUSINESS

- 8.A. [APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WORLDWIDE PRODUCTION LLC TO PRODUCE CANYON MANAGEMENT EDUCATIONAL VIDEOS.](#)

RECOMMENDATION: Engage Worldwide Production LLC for service, and direct staff to prepare a Professional Services Agreement.

[Rolling Hills Canyon Management Videos Proposal 10.8.21.pdf](#)

- 8.B. [CONSIDER ENGAGING THINK MARKETING AGENCY TO PROVIDE OUTREACH AND MARKETING SUPPORT THE EDUCATIONAL INITIATIVES OF THE BLOCK CAPTAIN PROGRAM.](#)

RECOMMENDATION: Consider engaging Think Marketing Agency and direct staff to prepare a professional services agreement.

[THINK Marketing Proposal- 09.07.21.pdf](#)

- 8.C. [APPROVE THE PROPOSAL FROM ALAN PALERMO CONSULTING TO PROVIDE PROJECT MANAGEMENT SERVICES FOR CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEAR 2021-2022.](#)

RECOMMENDATION: Engage APC for project management services for Fiscal Year 2021-2022 and direct staff to prepare a Professional Services Agreement.

[Alan Palermo Agreement - Signed_July_2019.pdf](#)

[Alan Palermo Service Agreement FINAL 2020.28.09.pdf](#)

[2021.08.30 City of Rolling Hills RH003R1.pdf](#)

[Invoice No. 024 - RH002.pdf](#)

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

- 9.A. [SPECIAL STUDIES RELATING TO SB 9. \(MAYOR BEA DIERINGER\)](#)

RECOMMENDATION: Receive a presentation from Mayor Bea Dieringer.

[RHStaffReport_September13-2021_SB9_SB330.pdf](#)

[LagunaBeach_Staff_Report.pdf](#)

[Evacuation Time Estimate Study RFP July 2019.pdf](#)

10. MATTERS FROM STAFF

- 10.A. [DRAFT OF CITY ORDINANCE IMPLEMENTING SENATE BILL \(SB\) 9.](#)

RECOMMENDATION: Receive report from City Attorney.

[Draft Ordinance Implementing SB 9-c1-SUPPLEMENTAL.pdf](#)

11. CLOSED SESSION

- 11.A. [EMPLOYEE PERFORMANCE EVALUATION GOVERNMENT CODE SECTION 54957, TITLE CITY MANAGER.](#)

RECOMMENDATION: Review Performance Evaluation for City Manager.

12. ADJOURNMENT

Next regular meeting: Monday, November 8, 2021 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

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

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

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



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REGULAR MEETING MINUTES OF OCTOBER 11, 2021.

DATE: October 25, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[10.11.2021_CCMinutes_P.docx](#)

**MINUTES OF A
REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, OCTOBER 11, 2021**

1. CALL TO ORDER

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

Mayor Bea Dieringer presiding.

2. ROLL CALL

Present: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson

Absent: None.

Staff Present: Elaine Jeng, City Manager

Daisy Laxamana, City Clerk

Stephanie Grant, Code Enforcement Officer

Jennifer Misetich, Deputy City Attorney

Jane Abzug, Deputy City Attorney

PLEDGE OF ALLEGIANCE BY MAYOR DIERINGER.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

NONE.

4. CONSENT CALENDAR

4.A. REGULAR MEETING MINUTES OF SEPTEMBER 27, 2021

MOTION: Councilmember Pieper motioned to approve the amended minutes and the motion was seconded by Councilmember Mirsch.

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

NOES: COUNCILMEMBERS: Black.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

4.B. PAYMENT OF BILLS.

MOTION: Councilmember Pieper motioned to approve as presented and the motion was seconded by Councilmember Mirsch.

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

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

4.C. REVIEW AND APPROVE PLANNING COMMISSION RECRUITMENT AND APPOINTMENT SCHEDULE FOR TERMS EXPIRING IN NOVEMBER 2021 AND JANUARY 2022.

MOTION: Councilmember Pieper motioned to approve as presented and the motion was seconded by Councilmember Mirsch.

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

4.D. REVIEW AND APPROVE THE 2021 HOLIDAY OPEN HOUSE FINAL GUEST LIST AND DATE.

City Manager Jeng presented the amended 2021 Holiday Open House guest list.

MOTION: Councilmember Pieper motioned to approve the amended 2021 Holiday Open House guest list and the motion was seconded by Councilmember Wilson.

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

5. PRESENTATION

PRESENTATION OF THE HELEN PUTNAM AWARD BY THE LEAGUE OF CALIFORNIA CITIES TO THE CITY'S BLOCK CAPTAIN PROGRAM.

Jeff Kiernan with the League of California Cities presented the **2021 Helen Putnam Award** to the City of Rolling Hills' Block Captain Program. Lead Block Captains Arlene and Gene Honbo were praised and recognized by the City of Rolling Hills City Council for their excellent work on wildfire mitigations.

6. COMMISSION ITEMS

NONE.

7. PUBLIC HEARINGS

NONE.

8. OLD BUSINESS

8.A. CONSIDER A REVISED FIREWORKS ORDINANCE RECOMMENDATION.

City Manager Jeng reported that the City Attorney's advice is for the City Council to have further discussions to determine if a fireworks ordinance is needed.

MOTION: Councilmember Pieper motioned to leave as is and not consider a fireworks ordinance and Mayor Pro Tem Black seconded the motion.

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

8.B. ADOPT THE UPDATED ROLLING HILLS EMPLOYEE HANDBOOK AND PERSONNEL POLICY MANUAL.

In response to Mayor Pro Tem Black's comment, resident Jim Aichele commented that gifting of sick time allows employees from voluntarily donating accrued paid time off to co-workers in need and is used elsewhere other than in California.

MOTION: Councilmember Wilson motioned to approve the updated Handbook with one amendment and the motion was seconded by Councilmember Mirsch.

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

9. NEW BUSINESS

9.A. CONSIDER AND APPROVE RESPONSES TO THE 2019-2020 CIVIL GRAND JURY REPORT ENTITLED "A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE."

The City Council discussed edits to the proposed response letter.

MOTION: Councilmember Pieper motion to approve the response letter with the discussed edits and the motion was seconded by Mayor Pro Tem Black.

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

9.B. CONSIDER AND APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO PROVIDE PLANNING SERVICES.

City Manager Jeng presented the service agreement from Michael Baker International to provide Planning services following the departure of Planning Director, Meredith Elguira.

MOTION: Councilmember Pieper motioned to approve and the motion was seconded by Mayor Pro Tem Black.

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

10. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

10.A. RECEIVE AND FILE A REPORT ON THE SEPTEMBER 29, 2021 FIRE FUEL COMMITTEE MEETING (MIRSCH & BLACK); AND CONSIDER THE COMMITTEE'S RECOMMENDATION TO MODIFY THE DEAD VEGETATION ORDINANCE WITH RESPECT TO CANYON SLOPE.

Resident Marcia Schoettle stated her concern that more people need to learn and be aware of the recommendation for modification.

Resident Cathy Nichols of 14 Crest Road West stated her concern of the potential outcome regarding the proposed ordinance.

Resident Jim Aichele of 14 Crest Road stated that the ordinance should remain unchanged.

Resident V'Etta Virtue of Maverick Lane stated her concern that the ordinance does not have enough definition of the exact work to be done.

Resident Sara Noelle stated that existing laws should be followed prior to establishing new ones.

MOTION: Councilmember Pieper motioned to receive and file and the motion was seconded by Councilmember Wilson.

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

11. MATTERS FROM STAFF

11.A. FIRE FUEL ABATEMENT ENFORCEMENT CASES QUARTERLY REPORT FOR THE THIRD QUARTER OF 2021. (JULY 1 THROUGH SEPTEMBER 30).

MOTION: Councilmember Pat Wilson motioned to receive and file and the motion was seconded by Councilmember Pieper.

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

Resident Jim Aichele commented that he did not complain about the Fire Department and clarified that his statement pertained to the City's ordinance not being fairly enforced.

11.B. ANALYSIS OF SENATE BILL (SB) 9, INCREASE DENSITY IN SINGLE FAMILY ZONE.

Resident Jim Aichele stated that it would be difficult to subdivide a lot due to RHCA's requirements and that no one has applied to have a legal rental unit, which is against the CC&Rs.

Resident V'Etta Virtue stated her concerns on the number of cesspools and septic tanks allowed in a single property and the potential threat to safety for having multiple systems in one lot.

MOTION: Mayor Dieringer motioned to receive and file and the motion was seconded by Mayor Pro Tem Black.

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

12. CLOSED SESSION

NONE.

13. ADJOURNMENT

Hearing no further business before the City Council, the meeting was adjourned at 10:23 p.m. The next regular meeting of the City Council is scheduled to be held on Monday, October 25, 2021 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: <https://www.rolling-hills.org/government/agenda/index.php>

Respectfully submitted,

Elaine Jeng, P.E.
Acting City Clerk

Approved,

Bea Dieringer
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.B

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS.

DATE: October 25, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

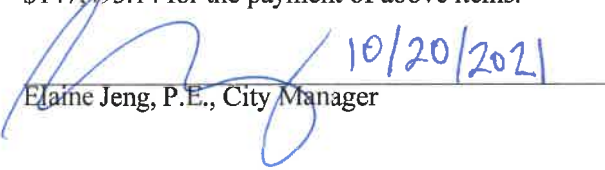
ATTACHMENTS:

[Payment of Bills.pdf](#)

10-25-2021 Check Run A & B

Check No.	Check Date	Payee	Description	Amount
27228	10/13/2021	Best Best & Krieger LLP	September 2021 View Preservation, Land Use, City of RH	18,308.00
27229	10/13/2021	Daily Breeze	September 2021 Advertising	2,049.15
27230	10/13/2021	Environmental Design Associates	Landscape Plan Review Contracted Services-23Chuckwagon Road	1,250.00
27231	10/13/2021	File Keepers LLC	May 2021 Document Scanning - Planning Files	2,405.65
27232	10/13/2021	John L. Hunter & Assoc., Inc.	July - September Services	1,230.00
27233	10/13/2021	County of Los Angeles	August 2021 Coyote Control	588.50
27234	10/13/2021	ELAN Cardmember Services	Check Run Date 10-13-2021	2,564.65
27235	10/13/2021	Pitney Bowes	September 2021 Postage	1,000.00
27236	10/13/2021	RINCON CONSULTANTS, INC	September 2021 Services RH Safety Element update	402.50
27237	10/13/2021	City of Rancho Palos Verdes	CIMP Implementaion MOU Cost for FY21-22	66,146.10
27238	10/13/2021	South Bay Chamber Music Society Inc.	Donation 2021	600.00
27239	10/13/2021	Craiger's	Down payment for Food Vendor - October 24th Expo	900.00
ACH1	10/13/2021	SoCalGas	Gas Usage for 9/7/2021 - 10/7/2021	21.09
027240	10/25/2021	Craiger's	Remaining balance for Food Vendor - October 24t	850.00
027241	10/25/2021	Konica Minolta Business Solutions USA Inc.	Maintenance Fees 9/11/2021 to 10/10/2021	580.38
027242	10/25/2021	LA County Sheriff's Department	September 2021 Law Enforcement Services	30,597.68
027243	10/25/2021	Providence Health & Services	Drug Test New EE	111.00
027244	10/25/2021	Palos Verdes Security Sys, Inc.	November 2021 Security Services	168.00
027245	10/25/2021	Vantagepoint Transfer Agents - 306580	Deferred Compensation - 10-22-2021, 10/8/21	1,382.74
ACH	10/25/2021	Southern California Edison	Electricity usage 9/16/21 to 10/17/21	304.07
* PR Link	10/22/2021	PR LINK - Payroll & PR Taxes	Payroll Processing Fee 10/6/21 to 10/19/21	62.93
* PR Link	10/22/2021	PR LINK - Payroll & PR Taxes	Pay Period -September 10/6/21 to 10/19/21	15,970.70
Report Total				147,493.14
				131,459.51

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 \$147,493.14 for the payment of above items.

 10/20/2021
Elaine Jeng, P.E., City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.C

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR SEPTEMBER 2021.

DATE: October 25, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS:

[Rolling Hills YTD Tonnage Report-September 2021.pdf](#)

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE 2021

Franchise? Y

Mth/Yr	Overall Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan-21	Trash	235.42	36.03	199.39	15.30%
	Greenwaste	49.43	49.43	-	100.00%
Jan-21 Total		284.85	85.46	199.39	30.00%
Feb-21	Trash	206.11	18.38	187.73	8.92%
	Greenwaste	62.07	62.07	-	100.00%
Feb-21 Total		268.18	80.45	187.73	30.00%
Mar-21	Trash	231.10	7.19	223.91	3.11%
	Recycle	3.64	0.91	2.73	24.95%
	Greenwaste	89.04	89.04	-	100.00%
Mar-21 Total		323.78	97.14	226.64	30.00%
Apr-21	Trash	239.29	34.90	204.39	14.58%
	Greenwaste	52.70	52.70	-	100.00%
Apr-21 Total		291.99	87.60	204.39	30.00%
May-21	Trash	147.58	-	147.58	0.00%
	Greenwaste	125.97	125.97	-	100.00%
May-21 Total		273.55	125.97	147.58	46.05%
Jun-21	Trash	193.00	-	193.00	0.00%
	Greenwaste	111.34	111.34	-	100.00%
Jun-21 Total		304.34	111.34	193.00	36.58%
Jul-21	Trash	207.99	-	207.99	0.00%
	Greenwaste	96.98	96.98	-	100.00%
Jul-21 Total		304.97	96.98	207.99	31.80%
Aug-21	Trash	203.81	-	203.81	0.00%
	Greenwaste	103.02	103.02	-	100.00%
Aug-21 Total		306.83	103.02	203.81	33.58%
Sep-21	Trash	171.31	-	171.31	0.00%
	Greenwaste	107.29	107.29	-	100.00%
Sep-21 Total		278.60	107.29	171.31	38.51%
Grand Total		2,637.09	895.25	1,741.84	33.95%

Contract Requires 30% Household - 895.25



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.D

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE SOUTH BAY CHAMBER MUSIC SOCIETY'S REQUEST FOR AN ADDITIONAL \$600 CONTRIBUTION FOR FISCAL YEAR 2021-2022.

DATE: October 25, 2021

BACKGROUND:

Annually, the City Council allocates contributions to community clubs, the Peninsula Seniors, and the South Bay Chamber Music Society. The annual allocation to the South Bay Chamber Music Society is \$600.

The City's contribution is made only after the City receives a request or invoices supporting the organization's expenditures.

DISCUSSION:

For Fiscal Year 2021-2022, South Bay Chamber Music Society Board Member Jan Simon provided a letter requesting the annual contribution in August 2021. The contribution was made within the month.

Ms. Simon inquired the reason the City did not make a contribution in Fiscal Year 2020-2021. In reviewing City records, Ms. Simon is correct that the City did not make a contribution last fiscal year. Staff did not locate a contribution request from the South Bay Chamber Music Society in Fiscal Year 2020-2021 and may be the reason for lack of payment.

Ms. Simon expressed her appreciation for the City's continuous contribution and requested an additional \$600 this year to support the music society. During the pandemic, the music society had concerts recorded and made available to members on the society's website. The music society is back in holding live concerns as of August 2021.

FISCAL IMPACT:

There is sufficient budget in Non-Department 65 to fund the additional \$600 requested by the South Bay Chamber Music Society.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[08-13-2021SouthBayChamberMusic.pdf](#)

[10-13-2021So.BayChamberMusicDo.pdf](#)

Payee . South Bay Chamber Music Society Inc.

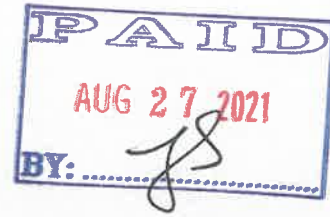
027160

Vendor ID SBCMS

Account #:

8/25/2021

Invoice	Description	Discount	Amount
208142021	Donation	\$0.00	\$600.00



Total :
CITY OF ROLLING HILLS

\$0.00

\$600.00

06/21 Y235F00007M

 Safeguard LITHO USA SFHG2 CK7SHG112H



South Bay Chamber Music Society, Inc.
P.O. Box 2313 • PALOS VERDES PENINSULA • CA • 90274

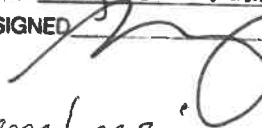
RECEIVED

AUG 16 2021

City of Rolling Hills

8-14-21

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

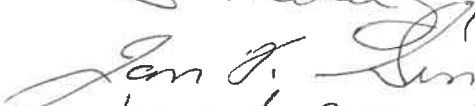
INVOICE PAYMENT
ACCT# 01-65-901
AMOUNT \$ 600.00
REF: S. Bay Chamber Music Society
SIGNED  8/25/2021

Dear Mrs. Jeng and City Council Members:

The South Bay Chamber Music Society has brought free classical chamber music concerts to the Peninsula for fifty-eight years. We are very grateful for the City of Rolling Hills' grants we have received for many years.

Due to the Pandemic we professionally recorded our concerts which you can locate on our website. These concerts were enjoyed by our virtual audiences. However, the Council did not support us in this project last season.

Now we are doing live concerts again and we hope you will renew our grant of 600.00 to help with the cost of our seven yearly performances. I have attached the list of these concerts given at the Pacific Unitarian Church in P.V.

Sincerely,

Jim T. Simon
board member

South Bay Chamber Music Society

2021-2022

Friday Evenings at Eight

Los Angeles Harbor College
Music Department-Recital Hall
1111 Figueroa Place
Wilmington, California

Concert Series

Free Admission

Our 59th Season

Sunday Afternoons at Three

Pacific Unitarian Church
5621 Montemalaga
Rancho Palos Verdes
California

Sakura Cello Quintet

Sept. 24..... Los Angeles Harbor College 8 p.m.

Sept. 26..... Pacific Unitarian Church 3 p.m.

**Stella Cho, Michael Kaufman, Benjamin Lash,
Peter Myers, and TBA cello**

New Hollywood String Quartet

Oct. 22..... Los Angeles Harbor College 8 p.m.

Oct. 24..... Pacific Unitarian Church 3 p.m.

Tereza Stanislav violin; Rafael Rishik violin

Robert Brophy viola; Andrew Shulman cello

And guest Antonio Lysy cello

Quartet No. 14 in G Major, K. 387..... Mozart

String Quintet in C Major, D. 956..... Schubert

The Thies Consort

Dec. 3..... Los Angeles Harbor College 8 p.m.

Dec. 5..... Pacific Unitarian Church 3 p.m.

Robert Thies piano; ensemble TBA

Lyris Quartet

Jan. 14..... Los Angeles Harbor College 8 p.m.

Jan. 16..... Pacific Unitarian Church 3 p.m.

Alyssa Park violin; Shalini Vijayan violin

Luke Maurer viola; Timothy Loo cello

Trio Celeste

Feb. 18..... Los Angeles Harbor College 8 p.m.

Feb. 20..... Pacific Unitarian Church 3 p.m.

Kevin Kwan Loucks piano; Iryna Krechkovsky violin

Ross Gasworth cello

Los Angeles Reed Quintet

Mar. 11..... Los Angeles Harbor College 8 p.m.

Mar. 13..... Pacific Unitarian Church 3 p.m.

Claire Brazeau oboe; Don Foster clarinet; Brian Walsh bass clarinet

Pat Posey saxophone; Anthony Panther bassoon

Vanhouwaert/Herbert Duo

Apr. 22..... Los Angeles Harbor College 8 p.m.

Apr. 24..... Pacific Unitarian Church 3 p.m.

Steven Vanhouwaert piano; Oliver Herbert cello

Program updates are on our website at www.sbcms.net

For information, please call (310) 379-7055 or fax (310) 375-7952

South Bay Chamber Music Society, Inc. • Box 2313 • Palos Verdes Peninsula CA 90274

027238

Payee South Bay Chamber Music Society Inc.
Vendor ID SBCMS

Account #:

27238
10/13/2021

Invoice	Description	Discount	Amount
211002SBCMS	Donation 2021	\$0.00	\$600.00
Total:		\$0.00	\$600.00

CITY OF ROLLING HILLS

\$0.00

\$600.00

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM



THE CITY OF
ROLLING HILLS
2 Portuguese Bend Road
Rolling Hills, CA 90274

PACIFIC PREMIER
BANK

82 Peninsula Center Ste A
Rolling Hills Estates, CA 90274
90-8578/3222

027238

27238

10/13/2021

AMOUNT

600.00

****Six Hundred and 00/100 Dollars
PAY

TO THE
ORDER
OF South Bay Chamber Music Society Inc.
P.O. Box 2313
Palos Verdes Peninsula, CA 90274



Ben Reinger
Leah M...
AUTHORIZED SIGNATURES

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

⑈027238⑈ ⑆32228578⑆ ⑆3042006⑈

Payee South Bay Chamber Music Society Inc.
Vendor ID SBCMS

Account #:

027238

27238
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CITY OF ROLLING HILLS

\$0.00

\$600.00

06/21 Y203F06067M

RECEIVED

OCT 07 2021

City of Rolling Hills



South Bay Chamber Music Society, INC.

P.O. Box 2313 • PALOS VERDES PENINSULA • CA • 90274

SCANNED

OCT 13 2021

BY: _____

October 2, 2021

Elaine Jeng, City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

INVOICE PAYMENT
ACCT# 01-65-901 ✓
AMOUNT \$ 600.00 ✓
REF: So. Bay Chamber Society
SIGNED [Signature] 10/18/2021

Dear Ms. Jeng,

I join my board of the South Bay Chamber Music Society in thanking you and the City Council members for the generous grant of 600.00. We were very sad last Covid concert season that we did not receive your grant toward our virtual concerts. When we spoke you indicated that you did award us the 600.00 but we didn't receive it!

We are so grateful that we are back on track with in person concerts and invite you to attend.

Sincerely,
Jan D. Sinner



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.A

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEPHANIE GRANT , ADMINISTRATIVE CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: ZONING CASE NO. 21-07: REQUEST FOR APPROVALS FOR: 1) VARIANCES FOR THE PROPOSED NEW RETAINING WALLS TO ENCROACH INTO THE REQUIRED SETBACKS; 2) VARIANCE TO EXCEED THE MAXIMUM 35% LOT COVERAGE; 3) SITE PLAN REVIEW FOR GRADING; AND 4) SITE PLAN REVIEW FOR THE RETAINING WALLS TO EXCEED MAXIMUM 3 FT. HEIGHT LOCATED AT 1 QUAIL RIDGE ROAD SOUTH, ROLLING HILLS, CA 90274 (LOT 1-B-CH), (ABRACOSA).

DATE: October 25, 2021

BACKGROUND:

On September 21, 2021, the Planning Commission unanimously voted to approve Zoning Case No. 21-07 and Resolution No. 2021-14 granting approvals for 1) Variances for retaining walls to encroach into the required setbacks; 2) Variance to exceed the maximum 35% lot coverage; 3) Site Plan Review for grading; and 4) Site Plan Review for the walls to exceed the maximum 3 feet in height.

Zoning, Land Size and Existing Conditions

The lot is zoned RAS-1 and the gross lot area is 54,200 square feet (1.2 acres) and the net lot area is 24,803 square feet (.57 acres). The lot is currently developed with an existing 2,015 square-foot single family residence. The lot is also developed with a detached 1,616 square-foot structure that contains a 484 square-foot garage, 831 square-foot recreation room, and 301 square-foot loggia. The lot is smaller in size than the neighboring lots. The lot size and topography limit the buildable area to one main building pad, therefore development is limited.

DISCUSSION:

Applicant Request

The applicants are proposing to construct a 180 linear foot retaining wall of varying heights (maximum 5 feet height) located at southeastly portion of the subject property. The applicants are proposing to expand the southeast corner of the existing driveway adjacent to the proposed retaining wall by 900 square feet to create a new parking space. The project also proposes to add a 767 square feet concrete patio behind the existing garage/recreation room.

There is slope located at the rear of the property behind the existing garage and recreation room. The

proposed retaining wall is necessary to prevent erosion of the existing slope. The proposed retaining wall will prevent intrusion of water, dirt, and mildew in the existing garage and recreation room. Therefore, the applicants are requesting for the approval of the proposed 180 linear foot retaining wall to improve the current condition of the site.

Site Plan Review

The applicants are requesting a Site Plan Review (SPR) for the proposed 300 cubic yards of grading and for the proposed retaining walls to exceed the maximum 3 feet height. The applicants are proposing a wall ranging in height from 18 inches to maximum 5-foot high wall totaling 180 linear feet that will be located at the southeast portion the subject property. Only 130 feet of the proposed The 5-foot high section of the wall will be located mainly behind the existing garage/recreation room, and will be screened from any public views. The area of the proposed retaining wall located in the new parking space area is minimally visible from the street will be planted with landscaping that will hang over the top and screen the wall from view over time. The proposed retaining wall will have no impacts on the neighboring properties.

Grading is required to construct the retaining walls that will retain dirt and prevent further erosion of the hillside. It will consist of 150 cubic yards of cut and 150 cubic yards of fill (total 300 cubic yards of grading) and will be balanced on site. The southeastern corner portion of the proposed building pad will be cut down to 6 feet in depth for the retaining walls/driveway and 5 feet in depth for the rear patio. The northeasterly portion of the building pad is proposed to be filled to 1.5 feet for landscaping.

Variances

The applicants are requesting a Variance for the proposed retaining walls to encroach into the required 50 feet rear setback and 20 feet side setback. The proposed wall encroaches 20.12 feet into the required 50 feet rear setback. The proposed retaining wall encroaches 3 feet into the required 20 feet interior side setback. According the the RHCA, there is not an easement located along the south portion of the lot.

The applicants are also requesting to exceed the maximum lot coverage. The gross size of the subject property is 1.2 acres (54,200 square feet) and net area is 24,803 square feet (.57 acres). The lot is relatively small, therefore a request for a Variance to exceed the maximum 35% maximum lot coverage is needed to improve the site condition with an additional parking space and to prevent water, dirt and mildew intrusion into the existing garage by creating space between the slope and structure. The existing structural and flatwork coverage is 30.45%, the applicant proposes a total of 37.17%. The Variance is for the exceedance of 2.17%.

Planning Commission Review

On September 21, 2021 the Planning Commission held an onsite field trip meeting to view the proposed project. The applicants flagged and staked the proposed retaining walls and grading.

Neighbor Concerns

On September 16, 2021, the resident of 5 Quail Ridge Road South came into the City to review the proposed project and plans. The resident expressed his concerns regarding the proposed wall heights. Staff discussed the proposed wall height and location and explained that it's not visible from the street.

The wall height will also vary with the highest point of the wall proposed to be located behind an existing garage. The neighbor left City Hall satisfied with the proposed project.

Disturbance

The existing lot disturbance 30.74%. There proposed increase as a result of the proposed project is

1,667 square feet or 6.72%. The total proposed disturbed area will be 37.46% (maximum permitted 40%).

Environmental Review

The project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA).

Drainage

The drainage will follow the existing course, there will be not change to the drainage flow. The project has been designed to incorporate stormwater retention on the site.

CRITERIA FOR VARIANCES

17.38.050 Required Variance findings.

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

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

17.46.050 - Required Site Plan Review findings.

The Commission shall be required to make findings in acting to approve, conditionally approve, or deny a site plan review application.

1. No project which requires site plan review approval shall be approved by the Commission, or by the City Council on appeal, unless the following findings can be made:
2. The project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance;
3. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. Lot coverage requirements are regarded as maximums, and the actual amount of lot coverage permitted depends upon the existing buildable area of the lot;
4. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences;
5. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls);
6. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area;
7. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course;
8. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural

character of the community, and landscaping provides a buffer or transition area between private and public areas;

9. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles; and
10. The project conforms to the requirements of the California Environmental Quality Act.
11. If all of the above findings cannot be made with regard to the proposed project, or cannot be made even with changes to the project through project conditions imposed by City staff and/or the Planning Commission, the site plan review application shall be denied.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended that the City Council receive and file Zoning Case No. 21-07 and Resolution 2021-14 for: 1) Variance for the proposed new retaining walls to encroach into the required setbacks; 2) Variance to exceed the maximum 35% lot coverage; 3) Site Plan Review for grading; and 4) Site Plan Review for the retaining walls to exceed the maximum 3 ft. height.

ATTACHMENTS:

[Development_Proposal_Table.1_Quail_Ridge_Road_South_10.25.21.docx](#)

[1_Quail_Road_Ret_Wall_Planning_plans_final_set_approved 09.21.21](#)

[1 QRRS._photo.jpg](#)

[1 QRRS._photo_2.jpg](#)

[1 QRRS._photo_3.jpg](#)

[1 QRRS._photo_4.jpg](#)

[1 QRRS_Vicinity Map.pdf](#)

[Vicinity Map 1 Quail Ridge Road South_10.25.21.docx](#)

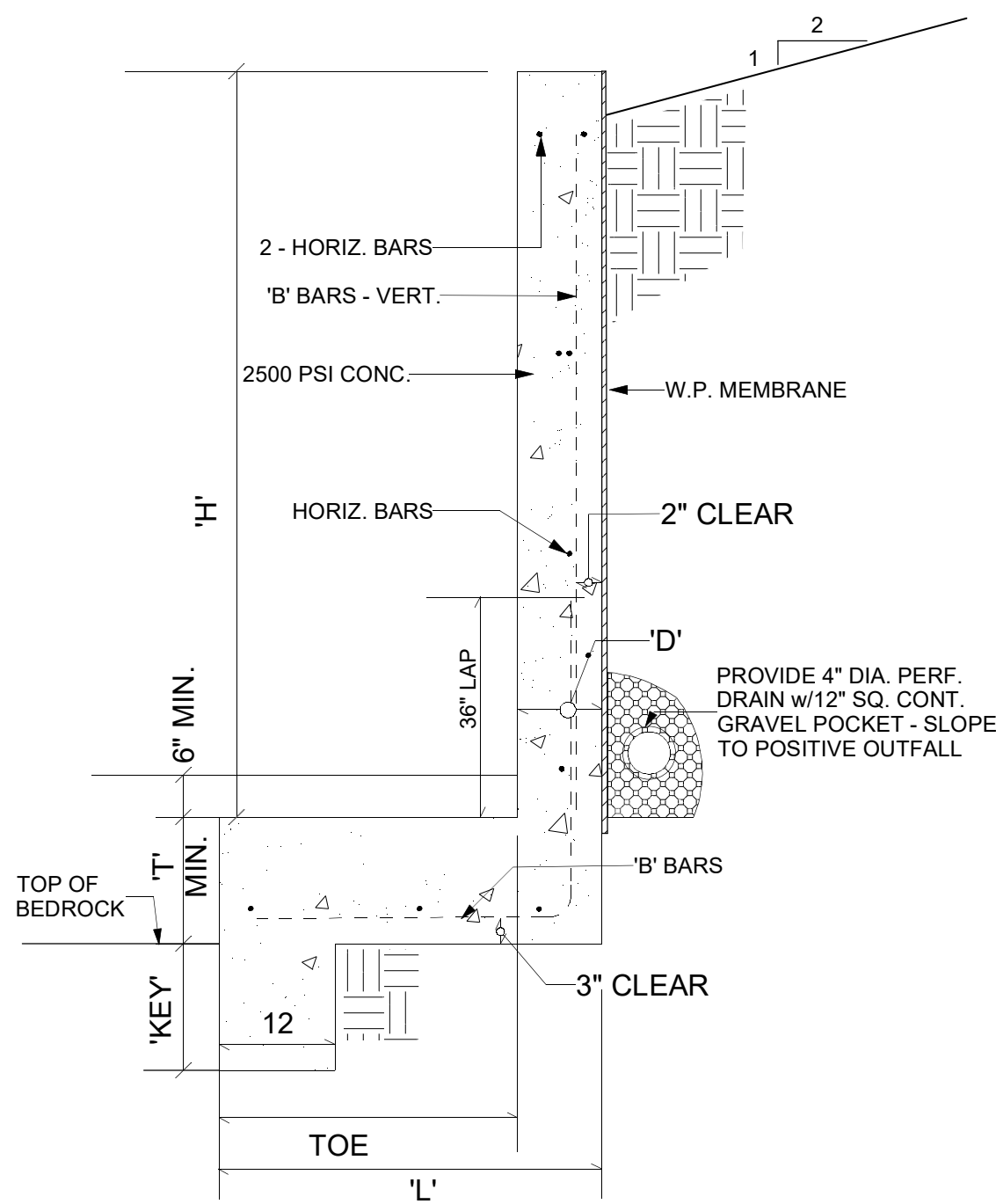
[2021-14.PC RESOLUTION_1 QuailRidge Road South-SUPPLEMENTAL.pdf](#)

1 Quail Ridge Road South (Zoning Case No. 21-07)

Site Plan Review and Variance	EXISTING	PROPOSED	TOTAL
RA-S- 1 Zone Setbacks Front: 50 ft. from front easement line Side: 20 ft. from side property line Rear: 50 ft. from rear easement line	SINGLE FAMILY RESIDENCE AND DETACHED GARAGE	NEW RETAINING WALL EXCEED MAX 3 FT HT TO ENCROACH INTO SETBACKS, 900 SF PARKING SPACE, 767 PATIO, EXCEED 35% LOT COVERAGE, & 300 CY GRADING	
Gross Net Lot Area	54,200 SF (1.2 acres)	0	54,200 SF
Net Lot Area	24,803 SF (.57 acres)	0	24,803, SF
Residence	2,015 SF	0 SF	2,015 SF
Detached Structure contains: (484 SF Garage, 831 SF Recreation Room, & 301 SF Loggia) Total SF 1,616 SG	1,616 SF	0	1,616 SF
Pool Equipment	0 SF	0	0 SF
Cabana	0	0	0
Stable minimum: 450 SF Corral minimum: 550 SF	0 SF 0 SF	450 SF 550 SF	450 SF 550 SF
Recreation Court	0 SF	0	0 SF
Attached Covered Porches, Entryway, Porte Cochere, Breezeways	0 SF	0 SF	0 SF
Attached Trellis	301	0	301 SF
Detached Structures: Outdoor Kitchen	0 SF	0	0 SF
Front water feature	0 SF	0 SF	0 SF
Side water feature	0 SF	0 SF	0 SF
Service Yard	125SF	0	75 SF
Basement Area	0	0	0 SF
Primary Driveway	2,757 SF	900 SF	3,657 SF
Paved walks, patio areas, courtyards	1,165 SF	767 SF	1,932 SF
Grading (balanced on site)	Unknown	300 cubic yards	300 cubic yards (balanced onsite)
Total Structure Area	7,625 SF	1,667 SF	9,292 SF
% Structural Coverage	14.93%	0%	14.93%
Total Structures Excluding: up to 5 legal and up to 800 SF detached structures that are not higher than 12 ft (no more than 120 SF per structure per deduction, except for trellis)	72 SF	0 SF	72 SF
Structural Lot Coverage (20% max & with deductions)	14.93%	0%	14.93%
Total Structural and Flatwork Lot Coverage (35% max & with deductions)	30.74 SF	6.72 SF	37.46 SF
Building Pad #1 Coverage (30%max & with deductions)	35.59%	-6.82	28.77%
Structures on Building Pad House(35% max & with deductions)	26.05 SF	-1,952 SF	8,602 SF
Total Disturbed Area (40% maximum)	30.74%	6.72%	37.46%

1 Quail Ridge Road South (Zoning Case No. 21-07)

Retaining / Garden Wall		180 LF	180 LF
Roadway Access		No change	No change

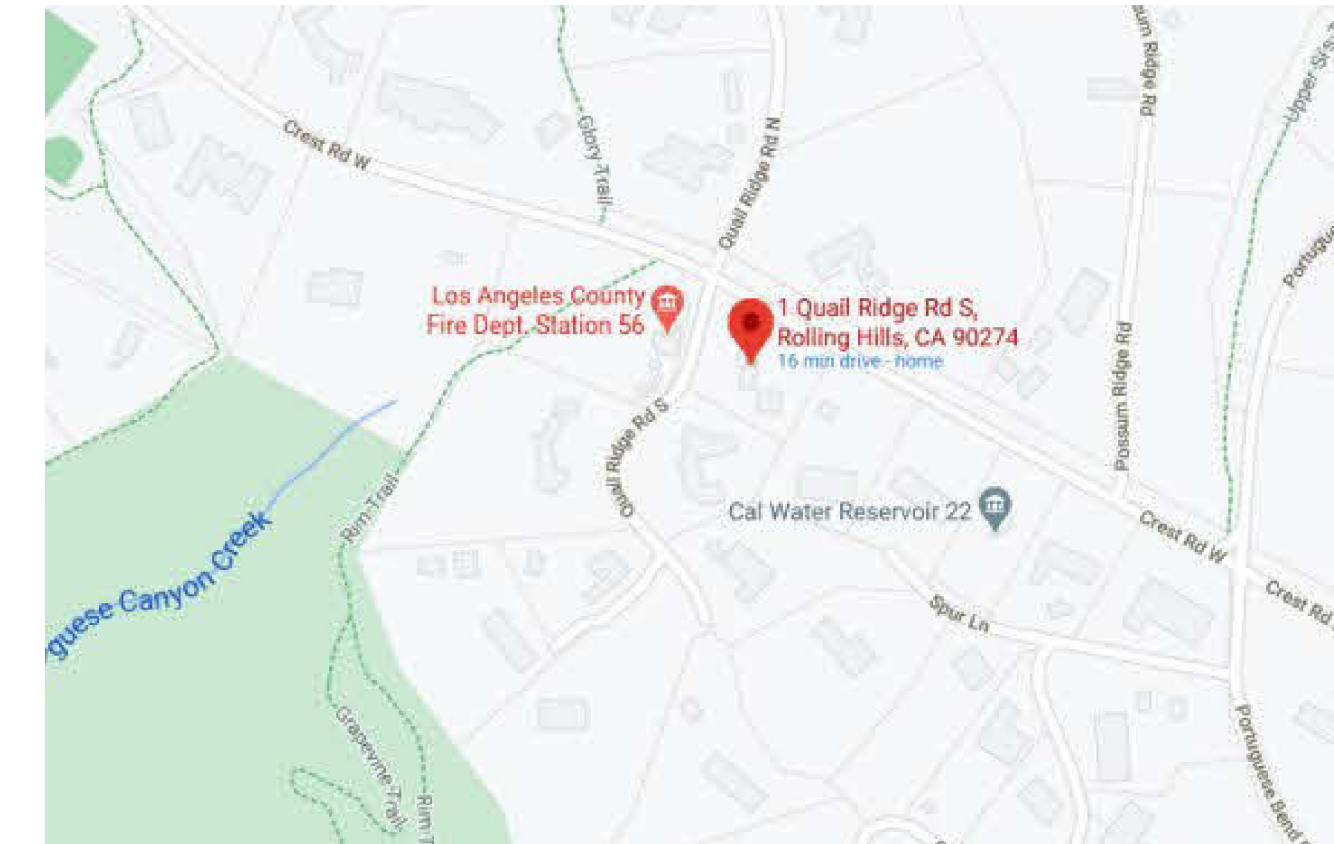


RETAINING WALL SCHEDULE									
EFP = 61 pcf		Soil Bearing = 2500 psf		Passive Pressure = 650 pcf		Friction Coef. = N/A			
H	T	A	B	HORIZ	TOE	D	HL	B	KEY
2	12"	1'-6"	#5 @ 12" o.c.	#4 @ 12" o.c.	10"	8"	0		
3	12"	2'-0"	#5 @ 12" o.c.	#4 @ 12" o.c.	1'-4"	8"	6"		
4	12"	2'-9"	#5 @ 12" o.c.	#4 @ 12" o.c.	2'-1"	8"	6"		
5	12"	3'-6"	#5 @ 12" o.c.	#4 @ 12" o.c.	2'-10"	8"	12"		
6	12"	4'-6"	#5 @ 12" o.c.	#4 @ 12" o.c.	3'-10"	8"	15"		

1 RETAINING WALL

SITE PLAN
1/16"=1'

City of Rolling Hills
Approved
9/21/21



VICINITY MAP
N.T.S.

INDEX

A1 SITE PLAN / PROJECT DATA

SCOPE OF WORK

CONSTRUCT 180 L.F. OF VARIABLE HEIGHT RETAINING WALL (MAXIMUM 5') AT THE REAR (EAST) AND SIDE (SOUTH) YARDS.

SITE INFORMATION

PARCEL NO.: 7567-017-020
LEGAL: RECORD FO SURVEY AS PER BK 57 PG 35-36 OF R S LOT COM AT MOST E COR OF LOT 1 TH S 29°01'50" W 210 FT TH N 59°23'10" W 238.39 FT TO NW LINE OF SD LOT TH NE AND FOLLOWING BDY LINE OF SD LOT TO BEG PART OF LOT 1
ZONE: RAS-1
USE: R3/U
TYPE OF CONST: VB

CONSULTANTS

DESIGNER: CURT DITTMAN 310-387-0010
CDITTMAN DESIGN
5117 MACAFEE ROAD
TORRANCE CA 90505

ENGINEER: AART ASSINK 310-618-0782
1611 EL PRADO AVE
TORRANCE CA 90501

GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL CONFORM TO THE 2019 CBC, CPC, CMC, CEC, Ca Green Building Standards Code, City Ordinances and the 2019 Ca Energy Standards.

PROPERTY CALCULATIONS

LOT AREA	56628	sf
NET LOT AREA	24803	sf

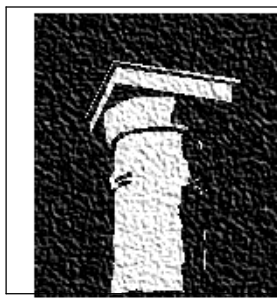
STRUCTURES (EXT'G)		
RESIDENCE (E)	2015	sf
COVERED ENTRY (E)	72	sf
GARAGE (E)	454	sf
REC. ROOM (E)	831	sf
LOGGIA (E)	301	sf
TOTAL	3703	sf

HARDSCAPE (EXT'G)		
DRIVEWAY (E)	2757	sf
DRIVEWAY (N)	400	sf
FRONT WALK (E)	366	sf
REAR HARDSCAPE (E)	749	sf
REAR HARDSCAPE (N)	767	sf
TOTAL	5589	sf

STR'S + HARDSCAPE	3631 + 5589	= 9220	sf
-------------------	-------------	--------	----

TOTAL BUILDING COVERAGE	3631 / 24803	= 14.64%
TOTAL HARDSCAPE COVERAGE	5589 / 24803	= 22.53%
TOTAL COVERAGE	9220 / 24803	= 37.17%

TOTAL DISTURBED AREA	14424	24803	= 58.15%
TOTAL CUT	150	cu	
TOTAL FILL	150	cu	



REVISION TABLE		
NUMBER	DATE	REVISION BY
DESCRIPTION		

CDesign
5117 Macafee Road, Torrance CA 90505
310-387-0010
cdittmandesign@gmail.com

SITE PLAN PROJECT DATA

ABRACOSA RETAINING WALL
1 QUAIL RIDGE ROAD SOUTH
ROLLING HILLS, CA 90274

PROJECT

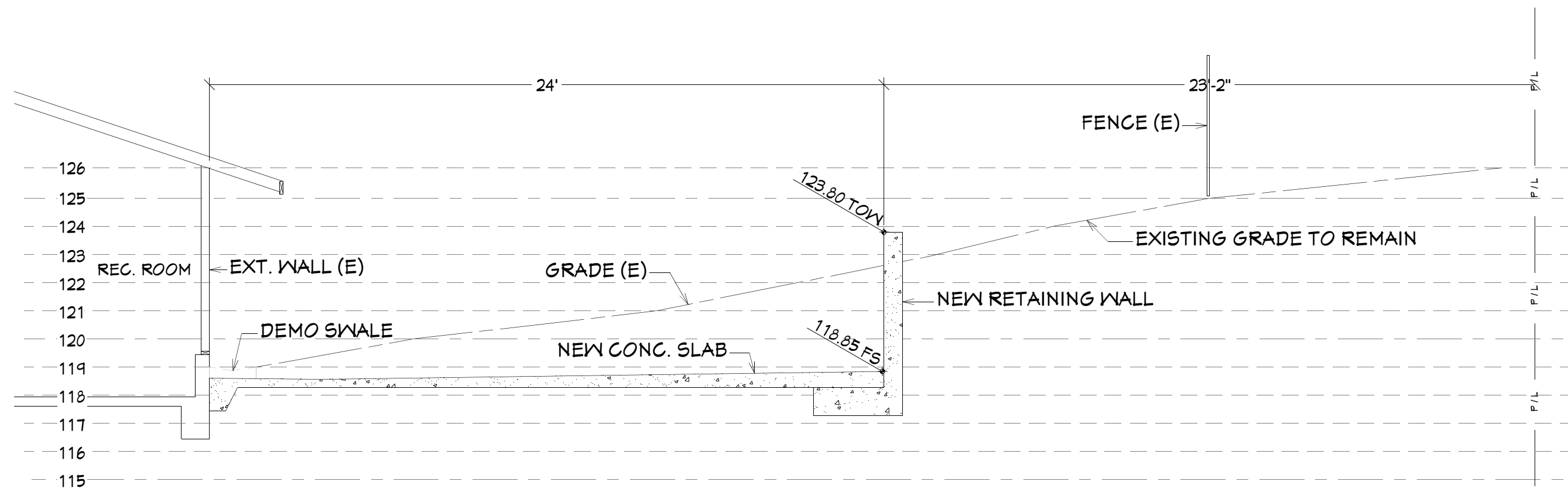
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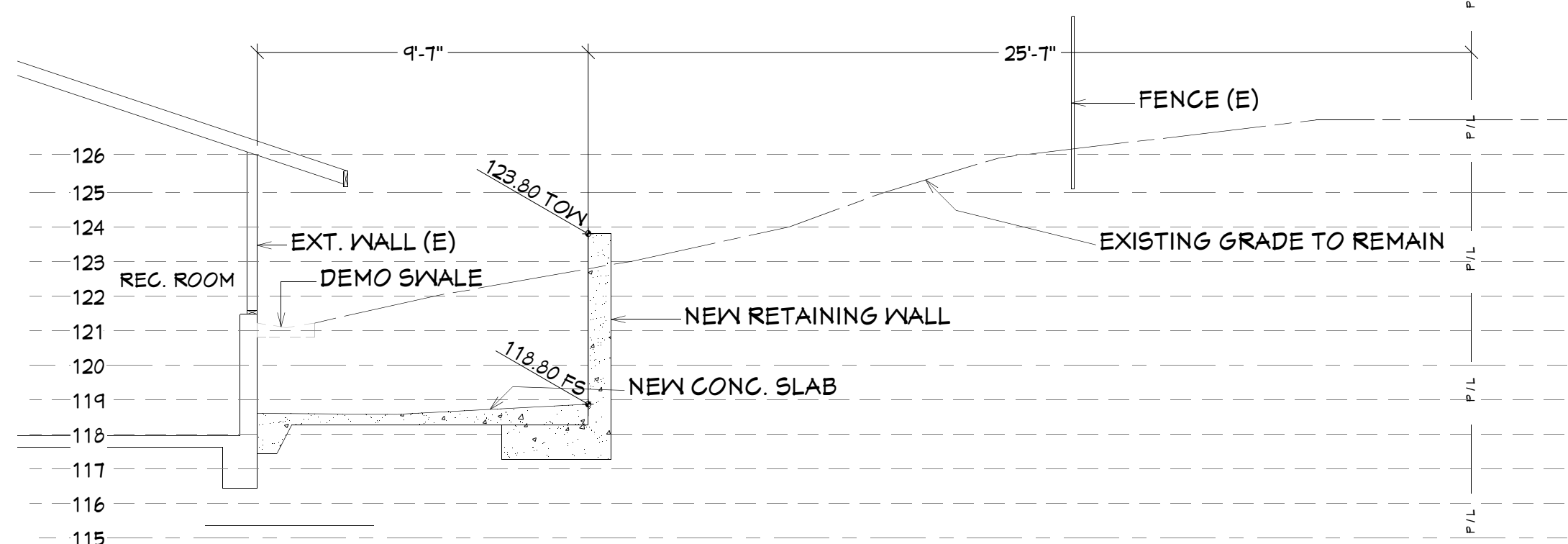
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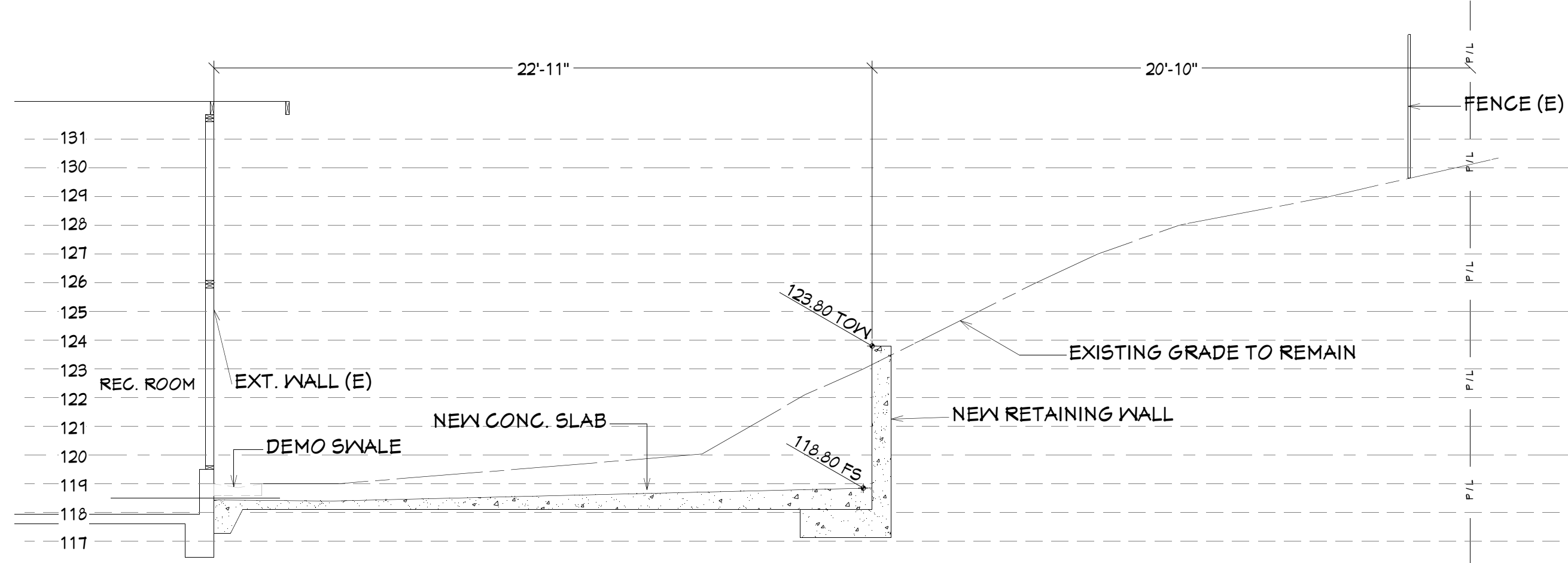
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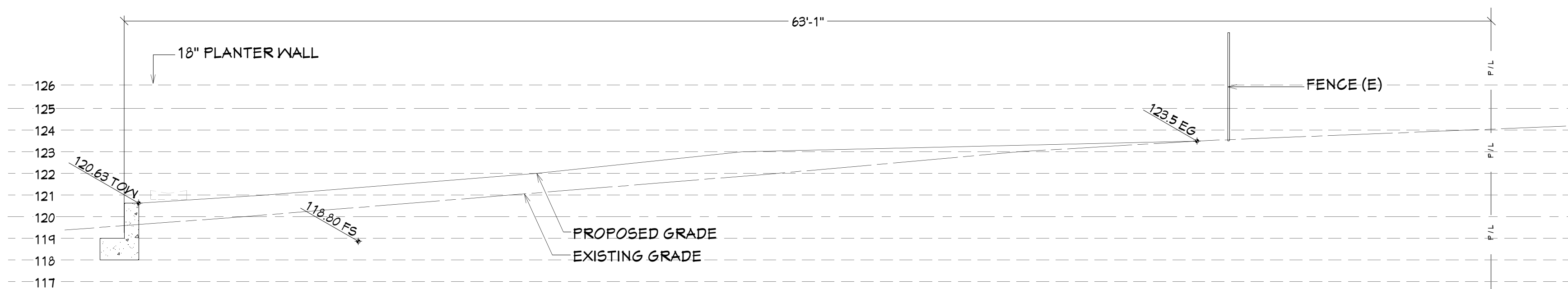
SECTION AA
1/4"=1'



SECTION BB
1/4"=1'



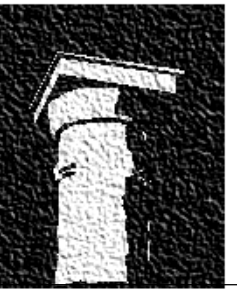
SECTION CC
1/4"=1'



SECTION DD
1/4"=1'



GRADING PLAN
1/16"=1'



NUMBER	DATE	REVISED BY	DESCRIPTION

CDesign
5117 Macatee Road; Torrance CA 90505
310-337-0010
cdltmndesign@gmail.com

PAGE CONTENTS
GRADING PLAN

PROJECT
ABRACOSA RETAINING WALL
1 QUAIL RIDGE ROAD SOUTH
ROLLING HILLS, CA 90214

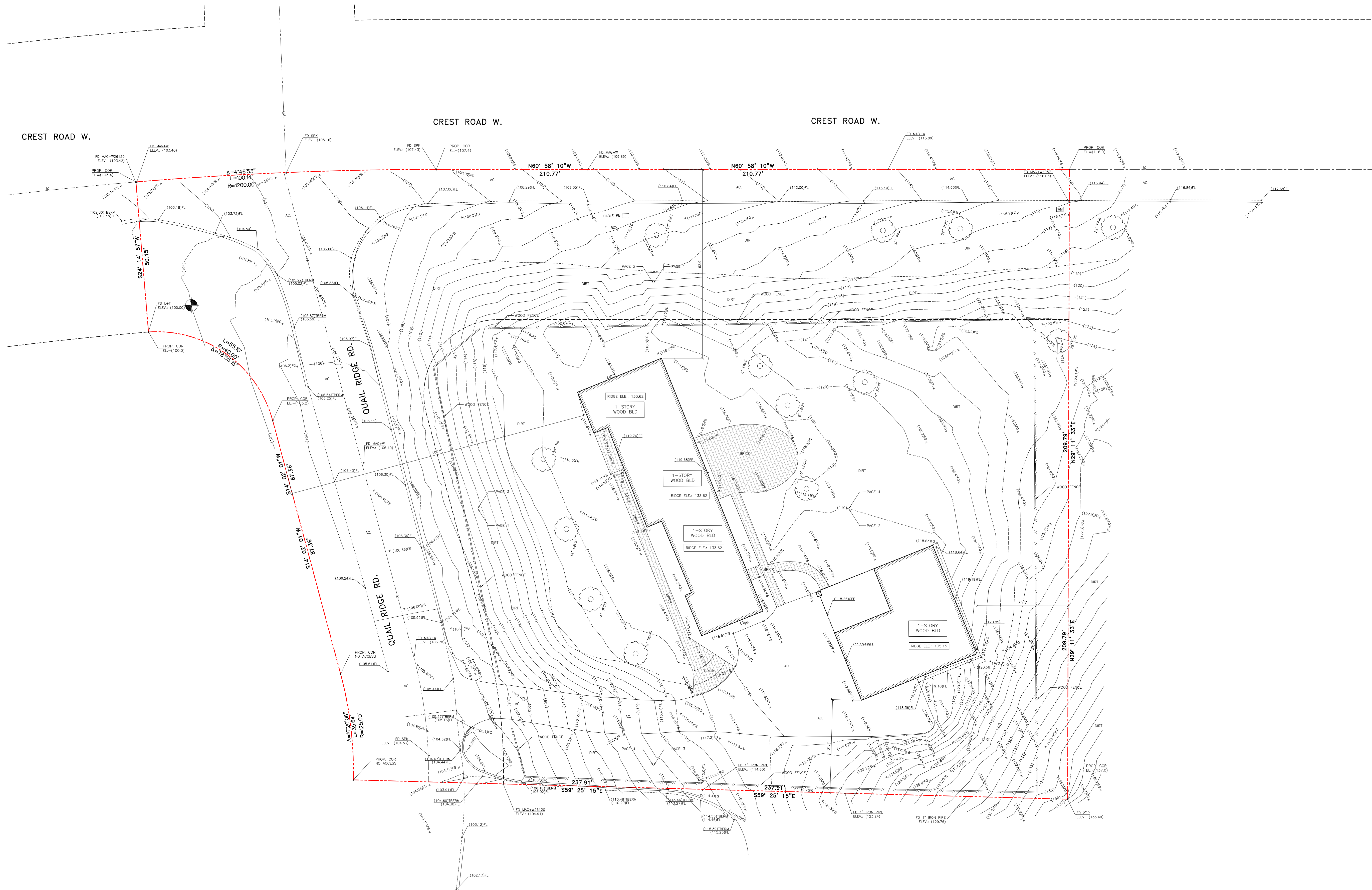
DATE:

9/17/2021

SCALE:

SHEET:

A-2



LEGEND

A.C.	ASPHALT CONCRETE PAVEMENT
B.M.	BENCH MARK
C.B.W.	CONCRETE BLOCK WALL
C.B.R.W.	CONCRETE BLOCK RETAINING WALL
CONC.	CONCRETE
D.W.Y.	CONC. DRIVEWAY APRON
E.P.	EDGE OF PAVEMENT
F.F.	FINISHED FLOOR
F.G.	FINISHED GRADE
F.H.	FIRE HYDRANT
F.S.	FINISHED SURFACE
F.L.	FLOW LINE
INV.	DRAIN INVERT
I.C.V.	IRRIGATION CONTROL VALVE
L.P.	LIGHT POLE
E.G.	EDGE OF GUTTER
E.M.	ELECTRIC METER
E.V.	ELECTRIC VALVE
G.M.	GAS METER
P.B.	PULL BOX
P.C.R.W.	POURED CONC. RETAINING WALL
P.P.	POWER POLE
R.R.W.	ROCK RETAINING WALL
S.S.M.H.	SEWER MANHOLE
S.D.M.H.	STORM DRAIN MANHOLE
T.C.	TOP OF CURB
T.G.	TOP OF DRAIN GRATE
T.W.	TOP OF WALL
W.M.H.	WATER MANHOLE
W.V.	WATER VALVE

OVERHANG

EASEMENT LIMIT

CONCRETE SURFACE

8" TREE AND TRUNK DIAMETER

WOOD FENCE

TOPOGRAPHIC NOTES

1. CONTOUR LINES SHOWN ON THIS TOPOGRAPHIC SURVEY WERE GENERATED FROM RANDOM SPOT ELEVATIONS. THE EXPECTED LEVEL OF ACCURACY IS $\pm 1/2$ OF THE CONTOUR INTERVAL. ISOLATED ELEVATIONS, AS PLACED ON THE PLAT WERE PHYSICALLY MEASURED AT APPROXIMATELY THE LOCATIONS SHOWN. THEIR EXPECTED LEVEL OF ACCURACY IS ± 0.10 FOOT.
2. IF SPECIFIC ELEVATIONS ARE REQUIRED, THE USER SHOULD CONTACT PACIFIC LAND CONSULTANTS, INC., TEL: (310)544-8689 FOR SAME. INTERPOLATIONS MADE FROM THIS TOPOGRAPHIC SURVEY SHOULD BE DONE IN ACCORDANCE WITH STANDARD SURVEYING PRACTICES, AND LIABILITY FOR INTERPOLATIONS IS NOT ASSUMED BY PACIFIC LAND CONSULTANTS, INC.

SURVEY CERTIFICATION

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF CALIFORNIA, THAT THIS PLAT CONSISTING OF ONE SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN JULY, 2020; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY DOES NOT INCLUDE EASEMENTS EXCEPT THOSE SPECIFICALLY DELINEATED HEREON.

Christopher W. Vassallo

CHRISTOPHER W. VASSALLO P.L.S. 8418
REGISTRATION EXPIRES 12-31-2022

7/25/21

DATE



SCALE:
0 2 10 20 FEET 30
1/16" = 1'-0"

PLEASE NOTE

IF THIS DRAWING IS PROVIDED IN AN ELECTRONIC FORMAT (VIA EMAIL OR ON COMPUTER DISC) AS A COURTESY TO OUR CLIENT, THE DELIVERY OF THE ELECTRONIC FILE DOES NOT CONSTITUTE THE DELIVERY OF OUR PROFESSIONAL WORK PRODUCT. IN THE EVENT THE ELECTRONIC FILE IS ALTERED, THE PRINT MUST BE REFERRED TO FOR THE ORIGINAL AND CORRECT SURVEY INFORMATION. PACIFIC LAND CONSULTANTS, INC. SHALL NOT BE RESPONSIBLE FOR ANY MODIFICATIONS MADE TO THE ELECTRONIC FILE OR FOR ANY PRODUCTS DERIVED FROM THE ELECTRONIC FILE WHICH ARE NOT REVIEWED, SIGNED AND SEALED BY PACIFIC LAND CONSULTANTS, INC.

UNDERGROUND UTILITIES

ALL INFORMATION SHOWN HEREON REGARDING UNDERGROUND UTILITIES WAS TAKEN FROM VISIBLE SURFACE EVIDENCE OR SOURCES NOT CONNECTED WITH THIS COMPANY AND WHILE SAID INFORMATION IS BELIEVED CORRECT, NO LIABILITY IS ASSUMED FOR THE ACCURACY OR COMPLETENESS OF SAID DATA.

BENCHMARK

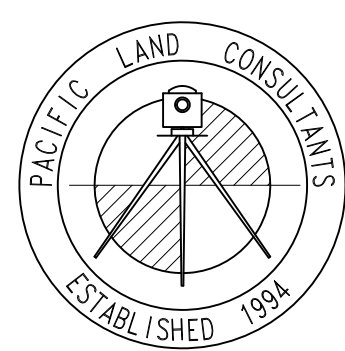
FD L+T
ASSUMED EL: 100.00'

LEGAL DESCRIPTION

R S LOT COM AT MOST E COR OF LOT 1TH S 29°01'50" W 210 FT TH N 59°23'10" W 238.39 FT TO NW LINE OF SD LOT TH NE AND FOLLOWING BDY LINE OF SD LOT TO BEG PART OF LOT 1, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORD OF SURVEY IN BOOK 57, PAGES 35 THRU 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AREA = 55,308.61 SQ.FT.

APN= 7567-017-020



PACIFIC LAND CONSULTANTS, INC.
28441 HIGHRISE RD. SUITE 230
ROLLING HILLS ESTATES, CA 90274
(310) 544-8689

DRAWN BY: A.P.
PROJECT SITE:
1 QUAIL RIDGE RD S
ROLLING HILLS ESTATES, CA

FILE NAME: 20044LS.DWG
DATE: 7-21-2021

SCALE: 1/16"=1'-0"

JOB NO. 20044

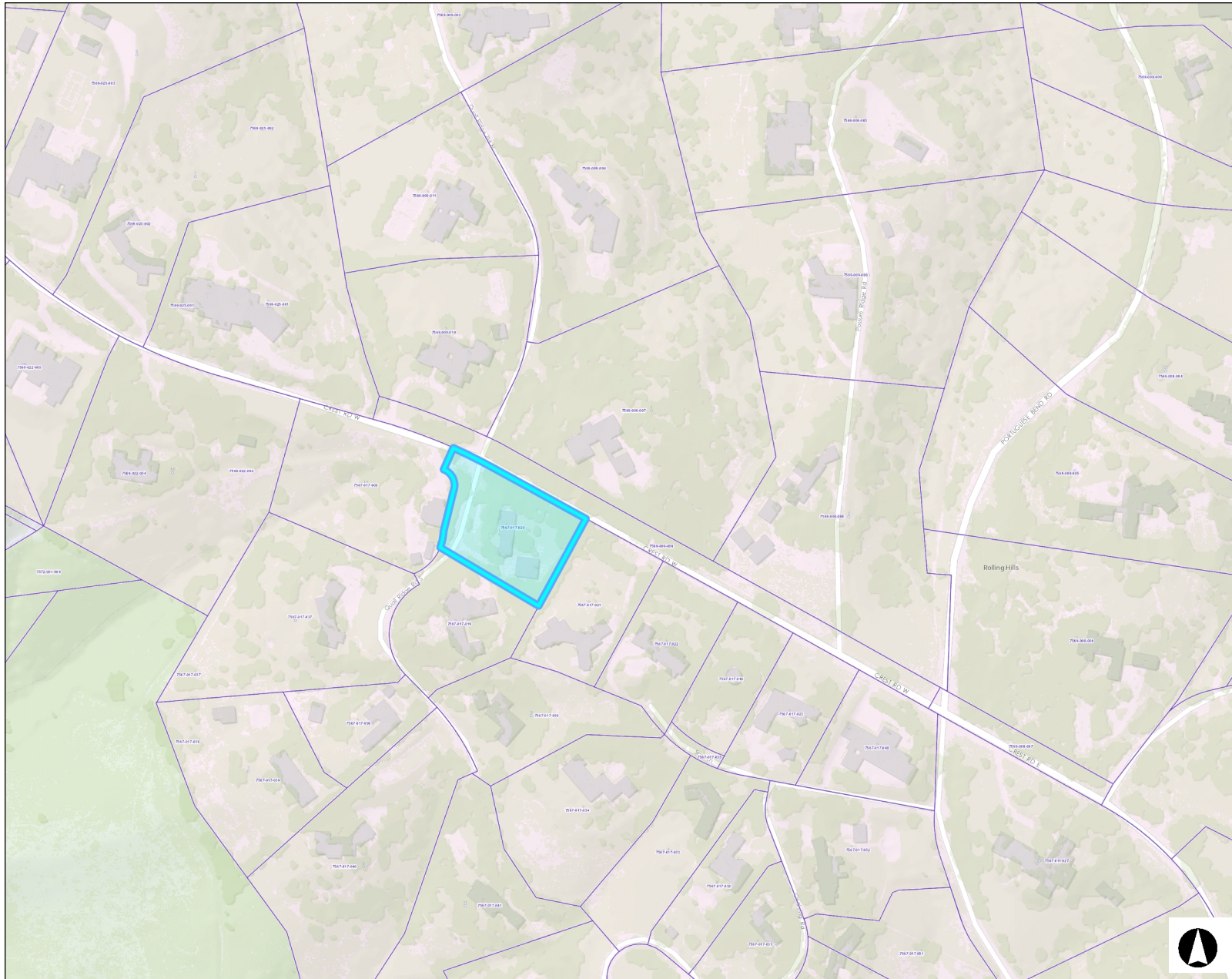
SHEET 1 OF 4











Legend

-  Parcels
-  Ventura Parcels (May 2018)
-  Cities and Communities

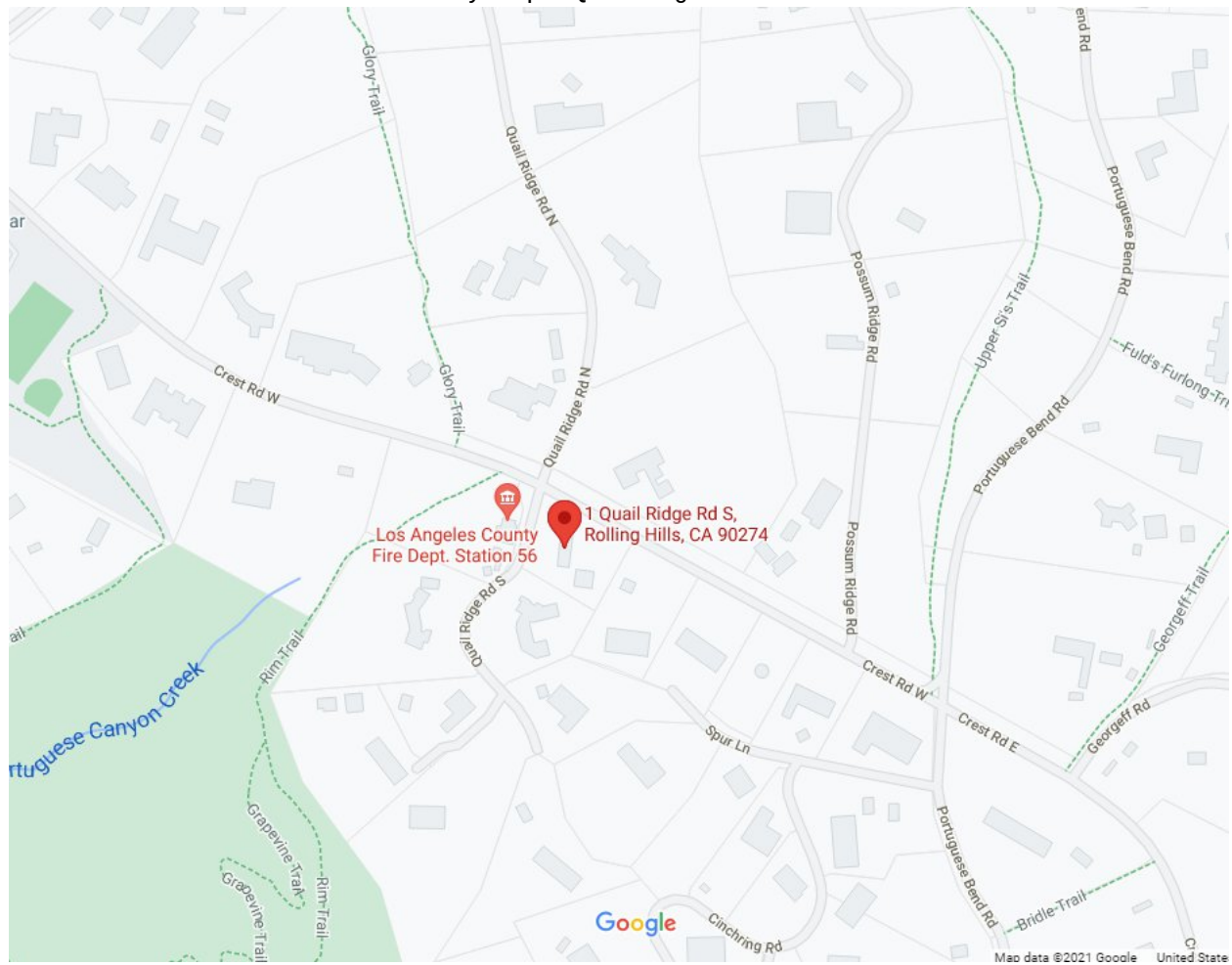
Notes

0.1 0 0.07 0.1Miles

County of Los Angeles

This map is for reference only and should not be used for legal decisions. While the County of Los Angeles makes its best effort to ensure data is accurate, the County makes no representation or warranty of any kind.

Vicinity Map 1 Quail Ridge Road South





RESOLUTION NO. 2021-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL FOR VARIANCES TO (1) LOCATE NEW RETAINING WALL IN REAR SETBACK AND SIDE SETBACK; (2) EXCEED THE MAXIMUM 35% LOT COVERAGE AND SITE PLAN REVIEW FOR (1) GRADING; AND (2) A NEW RETAINING WALL EXCEEDING 3 FEET IN HEIGHT LOCATED AT 1 QUAIL RIDGE ROAD SOUTH, ROLLING HILLS, CA 90274 (LOT 1-B-CH), (ABRACOSA).

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

Section 1. An application was duly filed by Mr. and Mrs. Abracosa requesting Variances for a proposed retaining wall to encroach into the required rear and side setbacks, Variance for lot coverage exceedance; Site Plan Review for grading, and Site Plan Review for retaining wall that exceeds 3 feet in height for the property located at 1 Quail Ridge Road South.

Section 2. The Planning Commission conducted duly noticed public hearings to consider the application on September 21, 2021 including a morning field trip and an evening meeting. The applicants were notified of the public hearings in writing by first class mail. Evidence was heard and presented from all persons interested in affecting said proposal and from members of the City staff and the Planning Commission having reviewed, analyzed and studied said proposal.

Section 3. The lot is zoned RAS-1 and the gross lot area is 54,200 square feet (1.2 acres) and the net lot area is 24,803 square feet (.57 acres). The lot is currently developed with an existing 2,015 square foot single-family residence. The lot is also developed with a detached 1,616 square foot structure that contains a 484 square foot detached garage, 831 square recreation room, and 301 square loggia. The lot is smaller in size than the neighboring lots. The lot contains only one main building pad, and therefore the buildable area for development is limited.

Section 4. This project is categorically exempt from CEQA pursuant to Section 15304 (Minor Alterations to Land) He wanted to follow up to see if you needed anything else. because it involves 300 cubic yards of grading to be balanced onsite for an additional parking space and a retaining wall to support the project and does not involve removal of healthy, mature, scenic trees. Further, the project is categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities) because it involves minor alteration of or addition to an existing developed residential lot and negligible expansion of use. The proposed 180 foot long retaining wall will be located on the building pad and only 130 linear feet of the retaining wall exceeds 3 feet in height.

Section 5. Sections 17.38.010 through 17.38.050 of the Rolling Hills Municipal Code permit approval of a Variance granting relief from the standards and requirements of the Zoning

Page 1 of 10

Ordinance when exceptional or extraordinary circumstances applicable to the property prevent the owner from making use of a parcel of property to the same extent enjoyed by similar properties in the same vicinity or zone. Variances are needed to locate the new retaining wall in the side and rear setback and to exceed the 35% maximum lot coverage. With respect to the aforementioned requests for Variance from the Zoning Ordinance, the Planning Commission finds as follows:

A. That there are exceptional or extraordinary circumstances or conditions applicable to the property that do not apply generally to other properties in the same vicinity and zone. The property has a gross lot area of 1.2 acres (54,200 square feet) and net lot area of 24,803 square feet (.57 acres). The lot is relatively small with a steep slope in the rear, which limits the buildable area on site. The lot contains only one main building pad, therefore the buildable area for development is limited. Therefore a variance is necessary to exceed the maximum 35% maximum lot coverage by 2.17% to improve the site with an additional parking space and to prevent water, dirt, and mildew intrusion into the existing garage by creating space between the slope and structure and for the retaining wall to encroach 50 feet and 3 feet into the required rear and side setbacks, respectively. The retaining wall is necessary to prevent erosion of the slope.

B. That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question. The exceedance of lot coverage is necessary to provide additional parking space. There are other property owners in the City that have the right to the enjoyment of additional parking spaces. The retaining wall encroaches 20.12 feet into the required 50 foot rear setback and 3 feet into the required side setback. The encroachment is necessary to prevent the erosion of the slope and to prevent water, dirt, and mildew intrusion into the existing garage/recreation room. The location of the additional parking space and the retaining wall is located in a manner that is the least visually intrusive to the property and its neighbors;

C. That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity. The proposed development will comply with the required building code, will not have adverse visual impact to adjacent properties, and is in keeping with the character and scale of the community. The location of the additional parking space and the retaining wall is located in a manner that is the least visually intrusive to the property and its neighbors. The portion of the wall that is minimally visible from the street level will be screened with landscaping. The portion of the wall that encroaches into the setbacks, will not impair views of neighbors to the west or south. Furthermore, a five-foot retaining wall is necessary in order to prevent water intrusion, dirt, and mildew from entering into the existing garage and recreation room;

D. That in granting the variance, the spirit and intent of this title will be observed. The development does not prevent anyone from enjoying their property rights. The improvements are visually harmonious with adjacent properties and in scale with adjacent residential developments. The development will be orderly, attractive and will not interfere with the rural character of the community. Furthermore, the parking space and wall encroaching into the

setbacks preserve the walkway around the perimeter of the garage/recreation room and ensure adequate access the Fire Department;

E. That the variance does not grant special privilege to the applicant. The other properties in the vicinity are larger in size and have the capacity for extra parking spaces. The existing lot is smaller in size (net lot area 0.57 acres). The proposed retaining wall encroachment into the setbacks and exceedance of lot coverage will allow the applicant to have the opportunity to enjoy the same rights enjoyed by other residents in the community. The variance will not grant special privilege to the applicant because the walls will provide stability due to the natural steep terrain;

F. That the variance is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities. The proposed location of the project will not be sited near hazardous waste facilities and is surrounded by residential land use; and

G. That the variance request is consistent with the general plan of the City of Rolling Hills. The exceedance in lot coverage for the additional parking space and retaining wall in setbacks are compatible with the General Plan and surrounding uses because they allow for orderly development and are minimally visible from the street and not seen from other residences.

Section 6. Sections 17.46.010 through 17.46.050 of the Rolling Hills Municipal Code requires Site Plan Review to grade the site and construct a wall greater than 3 feet. With respect to the aforementioned requests for Site Plan Review, the Planning Commission finds as follows:

A. The project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance. Grading is required to construct the retaining walls that will retain dirt and prevent further erosion of the hillside. It will consist of 150 cubic yards of cut and 150 cubic yards of fill and will be balanced on site. Furthermore, the southeastern corner portion of the proposed building pad will be cut down to 6 feet in depth for the retaining walls/driveway and 5 feet in depth for the rear patio. Grading will occur over a previously disturbed portion of the lot. The retaining wall ranging in height from 18 inches to a maximum 5 feet will be located at the southeast portion of the project. Only 130 linear feet of the wall exceeds 3 feet. The 5 foot high portion of the wall located mainly behind the existing garage/recreation room and screened from any public view. The portion of the wall located in the new parking space area is minimally visible from the street and as a condition of approval, landscaping will screen the wall. Although the wall encroaches into the side and rear setback, it is necessary to prevent erosion of the slope. Variances for encroachments into the rear and side setback are concurrently granted pursuant to this resolution.

B. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. The proposed retaining wall will have no view impact because it not be visible from the street and will be screened by landscaping. The 5 foot maximum high wall is located behind the existing garage and recreation room screened from street. Of the total 180 foot long wall, only 130 linear feet exceeds the 3 feet maximum height. The proposed

grading has been designed to integrate with the natural contours of the existing lot and will only occur over previously disturbed areas;

C. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences. Grading is necessary to erect the retaining wall to prevent erosion and maintain the slope. The grading follows the natural terrain and only occurs over previously disturbed areas of the lot. The wall is screened by existing structures and landscaping;

D. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls). Although grading will occur, the natural drainage course will remain and the hillside fill area will be enhanced with landscaping. The retaining wall is designed to follow the natural contours of the existing slope;

E. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area. The removal of the slope will prevent water from damaging the existing garage and recreation area. The retaining walls follow the natural contours of the slope to prevent erosion and provide a secure parking area.

F. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course. The development will not have any impacts on drainage and there will be no change to the existing drainage course;

G. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas. The grading will occur on previously disturbed areas. Neither the grading nor the retaining wall require removal of native vegetation or mature trees;

H. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles. Grading is required for the new parking space and retaining wall. The new parking space is adjacent to the garage. The location of the new parking space is ideal for access and site circulation. The new parking space will make movement by pedestrians and vehicles more convenient and safe on the property. The wall will similarly protect the property from erosion and enhance the movement and safety of pedestrians and vehicles; and

I. The project conforms to the requirements of the California Environmental Quality Act. This project is categorically exempt from CEQA pursuant to Section 15304 (Minor Alterations to Land) because it involves 300 cubic yards of grading to be balanced onsite for an additional parking space and a retaining wall to support the project and does not involve removal of healthy, mature, scenic trees. Further, the project is categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities) because it involves minor alteration of or addition to an existing developed residential lot and negligible expansion of use. The proposed 180 foot long retaining wall will be located on the building pad and only 130 linear feet of the retaining wall exceeds 3 feet in height.

Section 7. Based upon the foregoing findings, the Planning Commission hereby approves the requests for Variances and Site Plan Reviews for Zoning Case No. 21-07, subject to the following conditions:

A. This approval shall expire within two years from the effective date of approval if construction pursuant to this approval has not commenced within that time period, as required by Sections 17.38.070 and 17.46.080 of the Rolling Hills Municipal Code, or the approval granted is otherwise extended pursuant to the requirements of this section.

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

C. All requirements of the Building and Construction Ordinance, the Zoning Ordinance, LA County Building Code and of the zone in which the subject property is located must be complied with unless otherwise set forth in the Permit, or shown otherwise on an approved plan.

D. The lot shall be developed and maintained in substantial conformance with the site plan on file dated September 21, 2021 except as otherwise provided in these conditions.

E. Prior to submittal of final working drawings to the Building and Safety Department for issuance of building permits, the plans for the project shall be submitted to City staff for verification that the final plans are in compliance with the plans approved by the Planning Commission.

F. The working drawings submitted to the Department of Building and Safety for plan check review must conform to the development plan approved with this application. A copy

of the conditions of this Resolution shall be printed on plans approved when a building permit is issued and a copy of such approved plans, including conditions of approval, shall be available on the building site at all times.

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

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

H. The main pad area coverage will be maximum 37.17%. The building pad coverage for the main building pad area 28.8%. The maximum disturbance is 37.46%. The retaining wall shall not exceed maximum 5 feet height.

J. Any modification to the Project shall be processed in accordance with Rolling Hills Municipal Code Sections 17.38.065 and 17.46.070.

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

L. *During and after construction*, all parking shall take place on the project site. During construction, to maximum extent feasible, employees of the contractor shall car- pool into the City.

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

N. The property owners shall be required to conform with the Regional Water Quality Control Board and County Public Works Department Best Management Practices (BMP's) requirements related to solid waste, drainage and storm water management.

O. During construction, all parking shall take place on the project site and, if necessary, any overflow parking shall take place within nearby unimproved roadway easement adjacent to subject site. There shall be no blocking of adjacent driveways or of the roadway easement for passage of pedestrians and equestrians. During construction a flagmen shall be present to direct traffic when it is anticipated that a lane may be impeded.

P. A minimum of 65% of the construction material spoils shall be recycled and diverted. The hauler shall secure a "Construction and Demolition Permit" from the City of

Rolling Hills, and provide the required documentation. The permit shall be pulled prior to issuance of the final Planning Approval.

Q. The contractor shall not use tools that could produce a spark, including for clearing and grubbing, during red flag warning conditions. Weather conditions can be found at: http://www.wrh.noaa.gov/lox/main.php?suite=safety&page=hazard_definitions#FIRE. It is the sole responsibility of the property owner and/or his/her contractor to monitor the red flag warning conditions.

Should a red flag warning be declared and if work is to be conducted on the property, the contractor shall have readily available fire extinguisher.

R. Prior to finalizing of the project, "as constructed" plans, electronic copy and certifications shall be provided to the Planning Department and the Building Department to ascertain that the completed project is in compliance with the approved plans. In addition, any modifications made to the project during construction, shall be depicted "as built/as graded".

S. Prior to Final Planning Approval, the applicant shall obtain approval for the proposed landscaping from the Planning and Fire Departments.

T. Applicants shall provide landscaping around the proposed retaining wall to minimize visibility from adjacent neighbors. The plants shall provide screening at all times to minimize view impacts. The applicant shall provide a conceptual landscape plan. The landscape plans shall be approved at the satisfaction of the Planning Director.

U. Until the applicants execute an Affidavit of Acceptance of all conditions of this approval, the approvals shall not be effective. Such affidavit shall be recorded together with the resolution.

V. All graded areas shall be landscaped. Landscaping shall be designed using native plants, shrubs and trees. Any new trees and shrubs planned to be planted in conjunction with this project shall, at maturity, not be higher than the ridge height of the main residence. No plants shall be planted, which would result in a hedge like screen. Eucalyptus, palms, pampas grass, juniper, pine and acacia shall not be planted on site.

W. The landscaping shall be subject to the requirements of the City's Water Efficient Landscape Ordinance, (Chapter 13.18 of the RHMC), and shall be submitted to the City prior to obtaining a grading permit.

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

Y. During construction, activities shall conform with air quality management district requirements, stormwater pollution prevention practices, county and local ordinances,

and engineering practices so that people and property are not exposed to undue vehicle trips, noise, dust, objectionable odors, landslides, mudflows, erosion, or land subsidence.

Z. The Applicants shall be responsible for keeping the common access roadway in good condition during the entire construction process and shall, at their sole expense, make necessary repairs to the common access roadway should any damage occur during construction of their project.

AA. If an above ground drainage design is utilized, it shall be designed in such a manner as not to cross over any equestrian trails. Any drainage system shall not discharge water onto a trail, shall incorporate earth tone colors, including in the design of the dissipater and be screened from any trail and neighbors views to the maximum extent practicable, without impairing the function of the drain system.

BB. The contractor shall not use tools that could produce a spark, including for clearing and grubbing, during red flag warning conditions. Weather conditions can be found at: http://www.wrh.noaa.gov/lox/main.php?suite=safety&page=hazard_definitions#FIRE. It is the sole responsibility of the property owner and/or his/her contractor to monitor the red flag warning conditions. Should a red flag warning be declared and if work is to be conducted on the property, the contractor shall have readily available fire extinguisher.

CC. Before construction, Applicants shall clear the property of any dead or alive tumbleweed or dead tree, shrub, palm frond or other plant.

DD. During construction the dust disturbance must be minimized at all times.

EE. Applicants shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF SEPTEMBER, 2021.


BRAD CHELF, CHAIRMAN

ATTEST:


ELAINE JENG, P.E.,
ACTING CITY CLERK

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

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

I certify that the foregoing Resolution No. 2021-14 entitled:

A RESOLUTION APPROVING 1) VARIANCES FOR THE PROPOSED NEW RETAINING WALLS TO ENCROACH INTO THE REQUIRED SETBACKS; 2) VARIANCE TO EXCEED THE MAXIMUM 35% LOT COVERAGE; 3) SITE PLAN REVIEW FOR GRADING; AND 4) SITE PLAN REVIEW FOR THE RETAINING WALLS TO EXCEED MAXIMUM 3 FT. HEIGHT LOCATED AT 1 QUAIL RIDGE ROAD SOUTH, ROLLING HILLS, CA 90274 (LOT 1-B-CH), (ABRACOSA).

was approved and adopted at a regular meeting of the Planning Commission on September 21, 2021 by the following roll call vote:

AYES: COMMISSIONERS: Cardenas, Cooley, Kirkpatrick, and Chair Chelf.

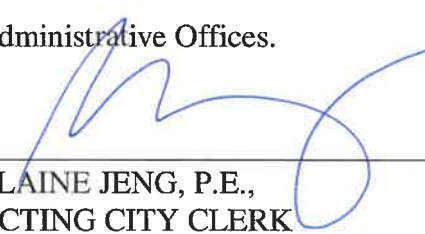
NOES: NONE.

ABSENT: Douglass.

ABSTAIN: NONE.

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

Administrative Offices.



ELAINE JENG, P.E.,
ACTING CITY CLERK



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.A

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: SELECT A LAYOUT OPTION FOR THE CITY HALL ADA IMPROVEMENTS AND DIRECT STAFF TO COMPLETE THE PREPARATION OF PROJECT CONSTRUCTION DOCUMENTS.

DATE: October 25, 2021

BACKGROUND:

In December 2019, the City released a Request for Proposal for Architectural and Engineering Design Services to prepare ADA improvement plans for the Rolling Hills City Hall, excluding building exterior path of travel. At the January 27, 2020 meeting, the City Council approved a professional service agreement with Pacific Architecture and Engineering, Inc. to prepare improvement plans (ADA compliance and space planning). A kick-off meeting with Pacific Architecture and Engineering, Inc. was held on February 27, 2020. At the May 26, 2020 meeting, the City Council received a presentation from staff on the City Hall layout options to bring the restrooms at City Hall to comply with ADA and related codes. At the July 13, 2020 meeting, the City Council received a presentation from staff with additional information to the two preferred options including opinions of probable costs of construction. City Council directed staff to move forward with the more economic layout option 2 that kept the renovated restrooms in the same location as the existing restrooms. Layout options 1 and 2 presented at the July 13, 2021 City Council meeting are attached to this report.

Pacific Architecture and Engineering, Inc. submitted the 65% design plans for City review on March 9, 2021. Staff reviewed the plans and have comments. Before continuing in the design process to 90% design completion, Councilmember Jeff Pieper noted that the City Council's selection of layout option 2 was based on cost opinions on restroom renovations and the cost opinions did not include expenses on other improvements as a part of the overall project. Councilmember Pieper recommended that the City Council revisit the restroom layout options with more information. At the April 12, 2021 meeting, the City Council directed staff to provide a comprehensive project cost estimate for layout options 1 and 2 for comparison. This required the architect to develop option 1 to 65% to provide an appropriate cost comparison. Pacific Architecture and Engineering, Inc. was authorized to use available budget dedicated for design completion of Option 2 to prepare comprehensive project cost estimate for option 1 and 2 layouts.

At 65% design completion, the estimated overall project cost for option 1 was \$952,810 and \$784,390

for option 2 for a difference of approximately \$168,420.

At the June 28, 2021 meeting, the City Council directed staff to add measurements to option 1 layout for additional discussion at the July 12, 2021 meeting. Using the measurement shown for option 1 in the City Hall lobby area, staff also taped the floor of the lobby to locate the proposed public counter. At the July 12, 2021 meeting, the City Council delayed to item to the July 26, 2021 meeting.

At the September 13, 2021 meeting, staff recommended the inclusion of accordion doors along with the possibility of expanding the lobby area by moving the glass partition wall out. Additional suggestions were made to use french doors and remove an existing interior wall behind the display case to expand the lobby area of City Hall to accommodate the number of residents that attend the annual holiday house event. The City Council directed staff to bring back City Hall ADA Improvements project at the next City Council meeting so that the City Council can provide direction to staff on the next steps.

DISCUSSION:

Over the course of two years, the scope of work for Pacific Architecture and Engineering, Inc. expanded to include design work to develop another layout option to 65% so that a cost estimation can be developed to compare with the layout option selected by the City Council previously. Pacific Architecture and Engineering, Inc. also performed research in movable partition, and numerous iterations in design changes. To date, Pacific Architecture and Engineering, Inc. has expended the majority of the contract budget and would need an amendment to the contract to implement the City Council's direction from the September 13, 2021 meeting and complete a set of documents to solicit construction bids.

Without available budget, the previous Planning and Community Services Director sketched a third option for consideration. Option 3 takes into consideration the City Council's feedback from the September 13, 2021 meeting. Option 3 proposed by staff includes pushing the existing line of wall at the front door to the City Hall, moving one of the three All Gender restrooms to the newly expanded space and enclosing the hallway to the Council Chambers to allow for a meeting room. At this time, the construction cost estimate associated with option 3 proposed by staff is not available.

Before engaging Pacific Architecture and Engineering, Inc. for a fee proposal to complete the project design, the scope of the designer's work should be determined. To do so, the City Council would need to provide direction to staff to either continue design development for layout option 2, or select layout option 1 for design development or selection layout option 3 for design development.

FISCAL IMPACT:

The City Hall ADA improvements project was approved as a part of the City's three year Capital Improvement Program (CIP). In January 2020, the City Council approved a contract with Pacific Architecture and Engineering, Inc. for \$37,000. The fee was funded through the CIP account. Depending on the scope of work moving forward, additional funds will be needed for Pacific Architecture and Engineering, Inc. to complete the design phase of the project.

RECOMMENDATION:

Provide staff the layout option to use and to work with Pacific Architecture and Engineering, Inc. to amend the service agreement accordingly.

ATTACHMENTS:

[20210519_city_hall_renovation_cost_estimate_two_options.pdf](#)
[Option 1.pdf](#)

Option 2.pdf
Option 3.pdf

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

TWO OPTIONS COMPARISION

May 17, 2021

PREPARED BY

FOR

PACIFIC ARCHITECTURE & ENGINEERING, INC.



Rev 0



PACIFIC ARCH & ENG, INC.

OFFICE: 424-3301721

DATE: 05/17/21
NO: 20-06
REV: 1

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

OWNER: CITY OF ROLLING HILLS

CLIENT: CITY OF ROLLING HILLS

DESIGN TEAM: PACIFIC ARCHITECTURE & ENGINEERING. INC.
ARCHITECTURAL: PACIFIC ARCH & ENG 310-405-3878
STRUCTURAL: TBD
MECHANICAL: TBD
ELECTRICAL: TBD

ESTIMATING TEAM:
ARCH/STRUCT: RW
PLUMBING: RW
ELECTRICAL: RW
CHECKED BY: JF

ESTIMATE LEVEL: TWO OPTIONS COMPARISON

ESTIMATE TYPE: OPINION OF COST

PLAN DATE: 2021-05-06, 14 PAGES

SPEC DATE: NONE

PROJECT TYPE: ADA & NON-ADA UPGRADES

PROJECT SCOPE:
THE CITY OF ROLLING HILLS IS MODERNIZING THEIR CITY HALL BUILDING WITH ADA UPGRADES IN THE RESTROOMS FOR OPTIONS 1 & 2 AND ADDITIONAL NON-ADA UPGRADES IN OTHER AREAS OF THE FACILITY IN OPTION 1 ONLY.

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

**COMPETITIVE BIDDING:**

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

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

ESCALATION:

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

WAGE RATES:

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

WORK SCOPE CHANGES:

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

PHASES: NONE**PRORATES:****AREA SF:****GSF**

GENERAL CONDITIONS:	25.0%	ADA AREAS	0
DESIGN CONTINGENCY:	25.0%	NON-ADA AREAS	0
ESCALATION:	6.0%		
INSURANCE & BONDS:	1.2%		
OVERHEAD & PROFIT:	25.0%	TOTAL BUILDING AREA	0

ESCALATION:

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

ESCALATION PER YEAR: 6.0%

ESTIMATE DATE: 05/17/21

START DATE: 01/15/22 CONST. LEN: 6.0 MONTHS

FINISH DATE: 07/15/22 MID-POINT: 12.0 MONTHS



PACIFIC ARCH & ENG, INC.

OFFICE: 424-3301721

DATE: 05/17/21

NO: 20-06

REV: 1

SUPPLIER PROVIDED QUOTES & OTHER CONTACTS:

NONE

GENERAL EXCLUSIONS (UNLESS OTHERWISE NOTED):

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

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

JOB NO: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 REV: **0**

TWO OPTIONS COMPARISON

TAB	DESCRIPTION	ADJ SF	UNIT	COST	TOTAL
	PROJECT SUMMARY				
	OPT 1 - OFFICES, PUBLIC AREAS & RESTROOMS	3,100	SF	\$307.36	\$ 952,810
	OPT 2 - OFFICES, PUBLIC AREAS & RESTROOMS	2,590	SF	\$302.85	\$ 784,390
	DELTA				\$ 168,420
	SPECULATIVE BID RANGE FORECAST BASED ON CURRENT MARKET CONDITIONS AND GENERAL CONTRACTOR BIDDER PARTICIPATION LEVELS				
			%	OPTION 1	OPTION 2
	1 - 2 GC BIDDERS		100%	\$ 1,905,620	\$ 1,568,780
	2 - 3 GC BIDDERS		75%	\$ 1,667,420	\$ 1,372,690
	3 - 4 GC BIDDERS		50%	\$ 1,429,220	\$ 1,176,590
	4 - 5 GC BIDDERS		25%	\$ 1,191,020	\$ 980,490
	5 - 6 GC BIDDERS		0%	\$ 952,810	\$ 784,390
	6 - 7 GC BIDDERS		-5%	\$ 905,170	\$ 745,180
	7 - 8 GC BIDDERS		-10%	\$ 857,530	\$ 705,960
	8 - 9 GC BIDDERS		-15%	\$ 809,890	\$ 666,740
	10 + GC BIDDERS		-20%	\$ 762,250	\$ 627,520
	NOTE: THE BASIC CONCEPT IS THAT HISTORICALLY WITH FEWER GC BIDDERS PRICES WILL GENERALLY RISE AND WITH MORE GC BIDDERS PRICES WILL GENERALLY FALL.				

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

JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **3,100**

REV 0

TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	OPTION 1				
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	NONE
2.10	SITWORK		5.1%	8.55	26,500
2.20	DEMOLITION		5.7%	9.57	29,670
3.10	CONCRETE		4.8%	8.04	24,910
6.10	CARPENTRY		11.3%	18.98	58,850
8.10	DOORS & WINDOWS		12.7%	21.37	66,250
9.10	FINISHES		16.4%	27.55	85,420
9.50	TILE		4.6%	7.72	23,930
10.10	SPECIALTIES		1.6%	2.72	8,430
15.10	PLUMBING		7.1%	11.94	37,000
15.20	FIRE PROTECTION		0.9%	1.50	4,650
15.30	HVAC		11.9%	20.00	62,000
16.10	ELECTRICAL		17.9%	30.00	93,000
	TOTAL DIRECT COST			\$167.94	\$ 520,610
	PRORATES				
	GENERAL CONDITIONS	20.0%			104,130
	DESIGN CONTINGENCY	25.0%			130,160
	ESCALATION	6.0%			31,240
	SUBTOTAL			\$253.59	\$ 786,140
	CONTRACTOR BURDENS				
	BONDS	1.2%			9,440
	OVERHEAD & PROFIT	20.0%			157,230
	OPTION 1 - TOTAL PROJECT COSTS			\$307.36	\$ 952,810

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

JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **3,100**

REV 0

TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	GENERAL CONDITIONS See Prorates Above.			0.00	-
	SUBTOTAL 1.10	\$0.00	SF		NONE
2.10	SITework Reroute (e) Sewer Line, 4" Restore Landscaping & Hardscape (Allowance)	165 1	LF LS	100.00 10,000.00	16,500 10,000 -
	SUBTOTAL 2.10	\$8.55	SF		26,500
2.20	DEMOLITION Mass Demolition Areas (Per SF Allowance) Power & Data Trench, 18"w Demo for New Restroom Concrete Demo Flooring Only (Per SF Allowance) Haul & Disposal Fees (Allowance) Sawcutting (Allowance)	250 41 224 2,976 1 1	SF LF SF SF LS LS	10.00 50.00 10.00 5.00 5,500.00 2,500.00	2,500 2,050 2,240 14,880 5,500 2,500 -
	SUBTOTAL 2.20	\$9.57	SF		29,670
3.10	CONCRETE New Restroom Sloping Concrete & Substrate Float & Level Previous Restroom Floor Concrete Curb, 6" Power & Data Trench, 18"w Misc. Concrete Work (Allowance)	224 70 96 41 1	SF SF LF LF LS	35.00 10.00 65.00 125.00 5,000.00	7,840 700 6,240 5,130 5,000 -
	SUBTOTAL 3.10	\$8.04	SF		24,910

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

JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **3,100**

REV 0

TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
6.10	CARPENTRY				
	Rough Carpentry				
	Wood Framed Walls, 2x4 x 134 lf	1,340	SF	20.00	26,800
	Wood Framed Furr Walls, 2x4 x 54 lf	540	SF	20.00	10,800
	Reframe (e) Door Openings	14	EA	500.00	7,000
	Finish Carpentry				
	Lobby Reception Desk	10	LF	650.00	6,500
	Misc. Finish Carpentry (Per SF Allowance)	3,100	SF	2.50	7,750
					-
	SUBTOTAL 6.10	\$18.98	SF		58,850
8.10	DOORS & WINDOWS				
	Doors, Frames & Std Hardware				
	New Interior Doors, SC Wood, 3'x7'	9	EA	3,250.00	29,250
	New Exterior Doors, SC Wood, 3'x7'	4	EA	3,250.00	13,000
	New Exterior Doors, SC Wood, 6'x7'	1	PR	6,000.00	6,000
	Includes Frames & Standard Hardware				
	Additional Hardware				
	Panic Hardware	5	EA	1,500.00	7,500
	Self Closers	14	EA	750.00	10,500
					-
	SUBTOTAL 8.10	\$21.37	SF		66,250
9.10	FINISHES				
	Wall Finishes				
	Stucco, Exterior, 3 Coats	1	LS	5,000.00	5,000
	Gypboard, Walls, Type X, 5/8"	3,220	SF	5.00	16,100
	Insulation/Sound Batts	1,880	SF	2.50	4,700
	Misc. Patch & Repair (Per SF Allowance)	3,100	SF	2.50	7,750
	Walls include gypboard, sound batts & paint.				
	Flooring				
	Carpet Tiles	2,536	SF	10.00	25,360
	Vinyl Base, 4"	670	LF	7.50	5,030

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

JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **3,100**

REV 0

TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	Ceilings				
	Acoustic Ceiling Tile, 2x4	1,060	SF	7.50	7,950
	Gypboard, Ceilings, Type X, 5/8"	230	SF	5.00	1,150
	Painting				
	Painting, Walls, 3 Coats	3,220	SF	2.50	8,050
	Painting, Ceilings, 3 Coats	230	SF	2.50	580
	Paint/Stain Doors	15	EA	150.00	2,250
	Misc. Additional Painting (Allowance)	1	LS	1,500.00	1,500
					-
	SUBTOTAL 9.10	\$27.55	SF		85,420
9.50	TILE				
	Restrooms				
	Ceramic Tile, Floor	224	SF	25.00	5,600
	Ceramic Tile, Wainscot, 4'	336	SF	30.00	10,080
	Lobby				
	Ceramic Tile, Floor	216	SF	25.00	5,400
	Ceramic Tile, Base	95	LF	30.00	2,850
					-
	SUBTOTAL 9.50	\$7.72	SF		23,930
10.10	SPECIALTIES				
	Toilet Partitions & Accessories				
	Toilet Partition, ADA	1	EA	1,500.00	1,500
	Toilet Partition, Door & Panel	1	EA	500.00	500
	Coat Hooks	3	EA	75.00	230
	Grab Bar Sets	2	EA	350.00	700
	Mirrors	3	EA	120.00	360
	Paper Towel Dispenser & Waste Combo	2	EA	750.00	1,500
	Seat Cover Dispensers	3	EA	75.00	230
	Soap Dispensers	3	EA	75.00	230
	Toilet Paper Dispensers	3	EA	75.00	230
	General Building Specialties				
	Corner Guards	8	EA	75.00	600
	Markerboards, 6'x4'	1	EA	600.00	600
	TV Wall Mounting Bracket	1	EA	750.00	750
	Misc. General Building Specialties (Allowance)	1	LS	1,000.00	1,000
					-

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
LOCATION: **ROLLING HILLS, CALIFORNIA**
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DESCRIPTION: **OPTION 1 - OFFICES, PUBLIC AREAS & RESTROOMS**

JOB NO.: **20-06**
PREPARED BY: **RW**
CHECKED BY: **JFH**
ESTIMATE DATE: **05/17/21**
ADJUSTED GSF: **3,100**

REV 0

TWO OPTIONS COMPARISION					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	SUBTOTAL 10.10	\$2.72	SF		8,430

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

JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **3,100**

REV 0

TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
15.10	PLUMBING				
	Toilets	3	EA	2,500.00	7,500
	Urinals	1	EA	1,500.00	1,500
	Lavatories	3	EA	1,000.00	3,000
	Plumbing Rough-Ins	7	EA	3,500.00	24,500
	Sterilization & Testing	1	LS	1,000.00	500
					-
	SUBTOTAL 15.10	\$11.94	SF		37,000
15.20	FIRE PROTECTION				
	Adjust Sprinkler Heads (Per SF Allowance)	3,100	SF	1.50	4,650
					-
	SUBTOTAL 15.20	\$1.50	SF		4,650
15.30	HVAC				
	Reconfigure Existing HVAC (Per SF Allowance)	3,100	SF	20.00	62,000
					-
	SUBTOTAL 15.30	\$20.00	SF		62,000
16.10	ELECTRICAL				
	Reconfigure Existing Electrical (Per SF Allowance)	3,100	SF	30.00	93,000
					-
	SUBTOTAL 16.10	\$30.00	SF		93,000

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**

JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **2,590**

REV 0

TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	OPTION 2				
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	NONE
2.10	SITEWORK		0.0%	-	NONE
2.20	DEMOLITION		6.1%	9.33	24,170
3.10	CONCRETE		5.1%	7.83	20,290
6.10	CARPENTRY		12.4%	19.15	49,600
8.10	DOORS & WINDOWS		11.7%	18.07	46,800
9.10	FINISHES		16.5%	25.31	65,560
9.50	TILE		4.2%	6.51	16,870
10.10	SPECIALTIES		1.2%	1.83	4,730
15.10	PLUMBING		9.3%	14.29	37,000
15.20	FIRE PROTECTION		1.0%	1.50	3,890
15.30	HVAC		13.0%	20.00	51,800
16.10	ELECTRICAL		19.5%	30.00	77,700
	TOTAL DIRECT COST			\$153.83	\$ 398,410
	PRORATES				
	GENERAL CONDITIONS	25.0%			99,610
	DESIGN CONTINGENCY	25.0%			99,610
	ESCALATION	6.0%			23,910
	SUBTOTAL			\$239.98	\$ 621,540
	CONTRACTOR BURDENS				
	BONDS	1.2%			7,460
	OVERHEAD & PROFIT	25.0%			155,390
	OPTION 2 - TOTAL PROJECT COSTS			\$302.85	\$ 784,390

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**

JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **2,590**

REV 0

TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	GENERAL CONDITIONS See Prorates Above.			0.00	- -
	SUBTOTAL 1.10	\$0.00	SF		NONE
2.10	SITEWORK None				- -
	SUBTOTAL 2.10	\$0.00	SF		NONE
2.20	DEMOLITION Mass Demolition Areas (Per SF Allowance) Power & Data Trench, 18"w Demo for New Restroom Concrete Demo Flooring Only (Per SF Allowance) Haul & Disposal Fees (Allowance) Sawcutting (Allowance)	250 41 260 2,264 1 1	SF LF SF SF LS LS	10.00 50.00 10.00 5.00 4,700.00 1,000.00	2,500 2,050 2,600 11,320 4,700 1,000 -
	SUBTOTAL 2.20	\$9.33	SF		24,170
3.10	CONCRETE New Restroom Sloping Concrete & Substrate Concrete Curb, 6" Power & Data Trench, 18"w Misc. Concrete Work (Allowance)	186 110 41 1	SF LF LF LS	35.00 65.00 125.00 1,500.00	6,510 7,150 5,130 1,500 -
	SUBTOTAL 3.10	\$7.83	SF		20,290

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**

JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **2,590**

REV 0

TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
6.10	CARPENTRY				
	Rough Carpentry				
	Wood Framed Walls, 2x4 x 80 lf	800	SF	20.00	16,000
	Wood Framed Furr Walls, 2x4 x 38 lf	380	SF	20.00	7,600
	Finish Carpentry				
	Lobby Reception Desk	9	LF	650.00	5,850
	Coffee Break, Base Cab	9	LF	450.00	4,050
	Coffee Break, Wall Cab	9	LF	350.00	3,150
	Misc. Finish Carpentry (Per SF Allowance)	2,590	SF	5.00	12,950
					-
	SUBTOTAL 6.10	\$19.15	SF		49,600
8.10	DOORS & WINDOWS				
	New Interior Doors, SC Wood, 3'x7'	13	EA	3,600.00	46,800
	Includes Frames & Standard Hardware				-
	SUBTOTAL 8.10	\$18.07	SF		46,800
9.10	FINISHES				
	Wall Finishes				
	Stucco, Exterior, 3 Coats	1	LS	5,000.00	5,000
	Gypboard, Type X, 5/8"	1,980	SF	5.00	9,900
	Insulation/Sound Batts	1,180	SF	2.50	2,950
	Misc. Patch & Repair (Per SF Allowance)	2,590	SF	2.50	6,480
	Walls include gypboard, sound batts & paint.				
	Flooring				
	Carpet Tiles	2,264	SF	10.00	22,640
	Vinyl Base, 4"	530	LF	7.50	3,980
	Ceilings				
	Suspended/Framed' Gypboard Ceiling	242	SF	20.00	4,840
	Gypboard, Ceilings, Type X, 5/8"	242	SF	2.50	610

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**

JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **2,590**

REV 0

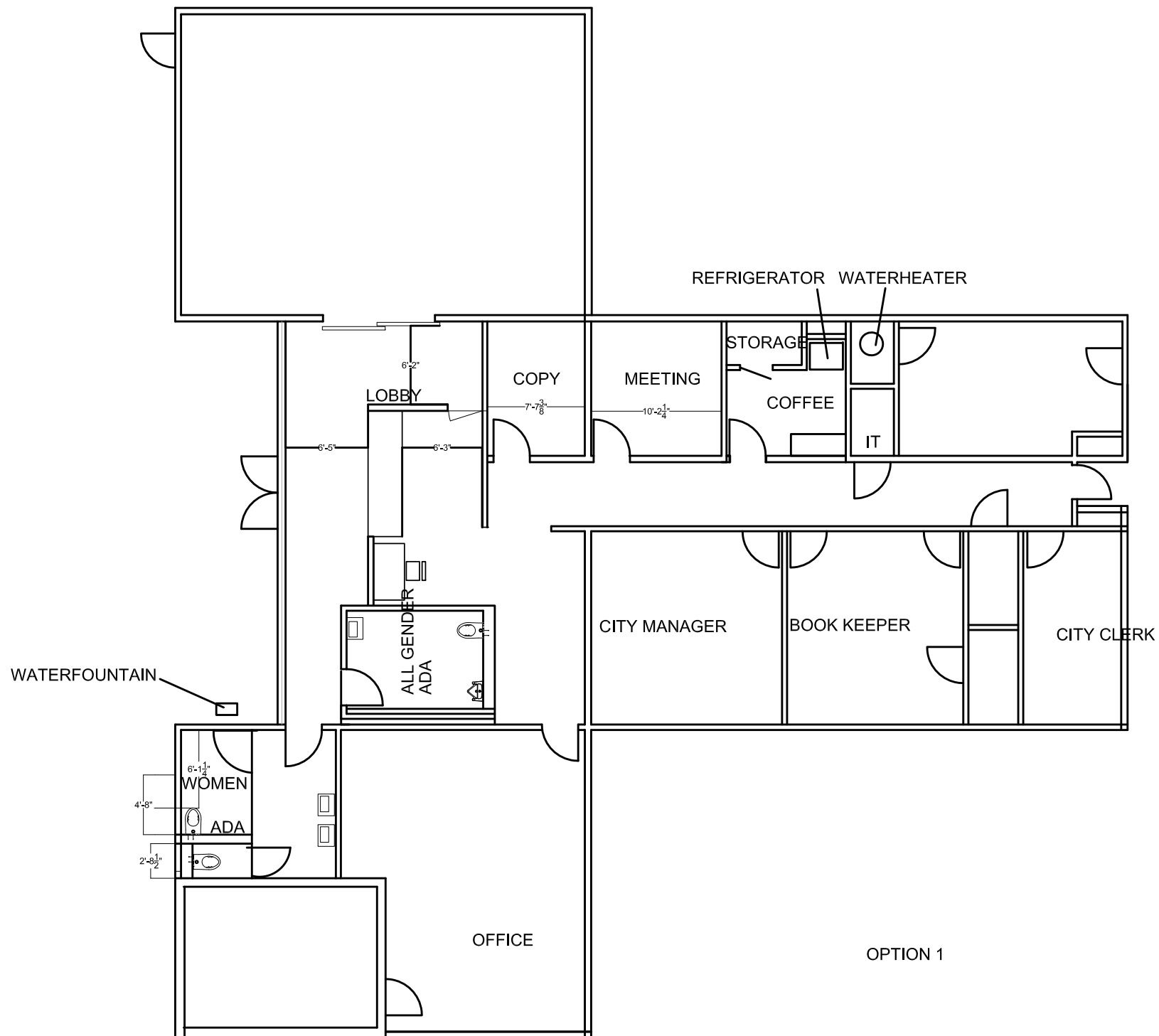
TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	Painting				
	Painting, Walls, 3 Coats	1,980	SF	2.50	4,950
	Painting, Ceilings, 3 Coats	242	SF	2.50	610
	Paint/Stain Doors	13	EA	200.00	2,600
	Misc. Additional Painting (Allowance)	1	LS	1,000.00	1,000
					-
	SUBTOTAL 9.10	\$25.31	SF		65,560
9.50	TILE				
	Restrooms				
	Ceramic Tile, Floor	190	SF	25.00	4,750
	Ceramic Tile, Wainscot, 4'	404	SF	30.00	12,120
					-
	SUBTOTAL 9.50	\$6.51	SF		16,870
10.10	SPECIALTIES				
	Toilet Accessories				
	Coat Hooks	3	EA	75.00	230
	Grab Bar Sets	2	EA	350.00	700
	Mirrors	3	EA	120.00	360
	Paper Towel Dispenser & Waste Combo	3	EA	750.00	2,250
	Seat Cover Dispensers	3	EA	75.00	230
	Soap Dispensers	3	EA	75.00	230
	Toilet Paper Dispensers	3	EA	75.00	230
	General Building Specialties				
	Misc. General Building Specialties (Allowance)	1	LS	500.00	500
					-
	SUBTOTAL 10.10	\$1.83	SF		4,730
15.10	PLUMBING				
	Toilets	3	EA	2,500.00	7,500
	Urinals	1	EA	1,500.00	1,500
	Lavatories	3	EA	1,000.00	3,000
	Plumbing Rough-Ins	7	EA	3,500.00	24,500
	Sterilization & Testing	1	LS	500.00	500
					-
	SUBTOTAL 15.10	\$14.29	SF		37,000

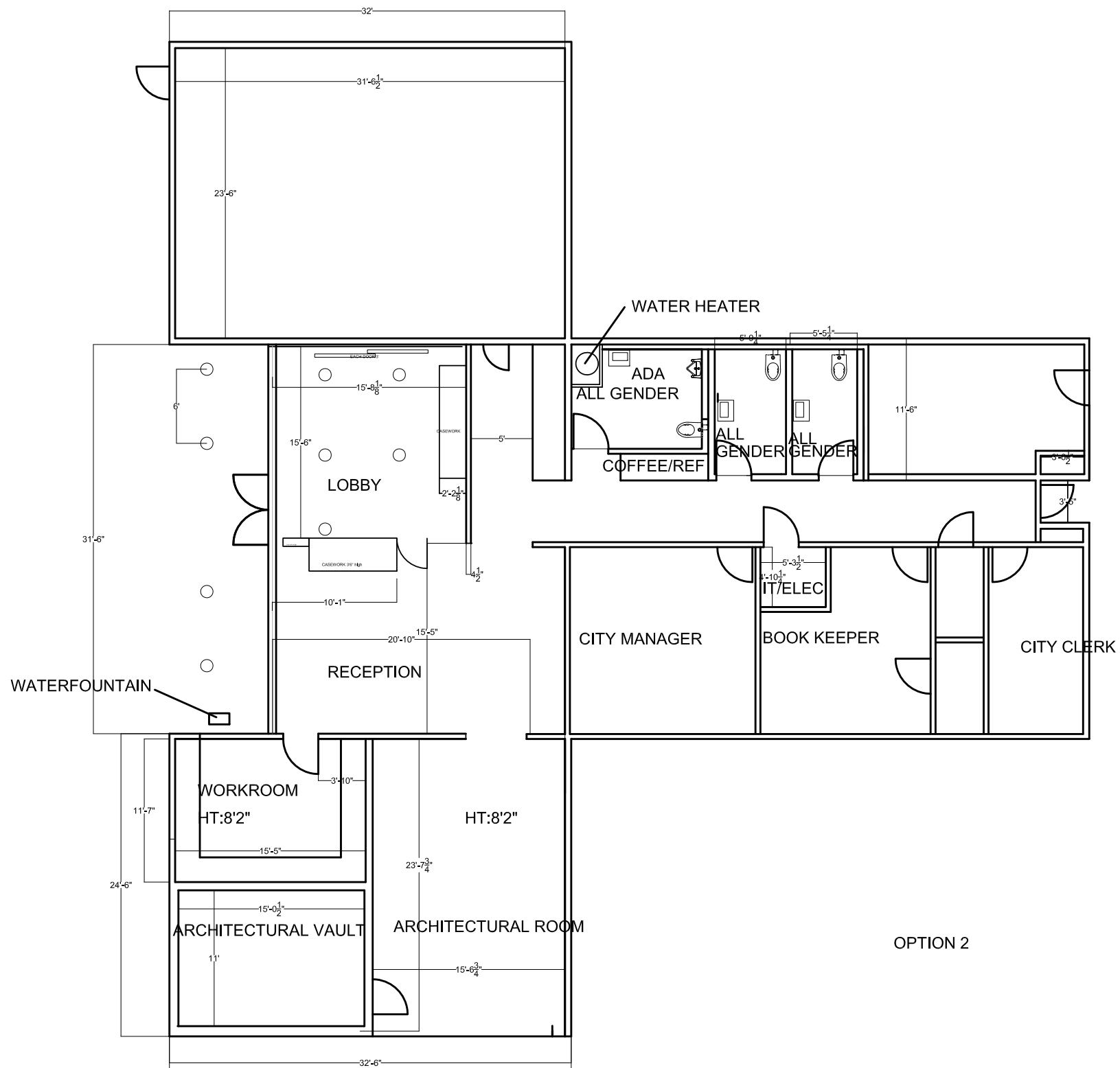
PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
 LOCATION: **ROLLING HILLS, CALIFORNIA**
 CLIENT: **CITY OF ROLLING HILLS**
 DESCRIPTION: **OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**

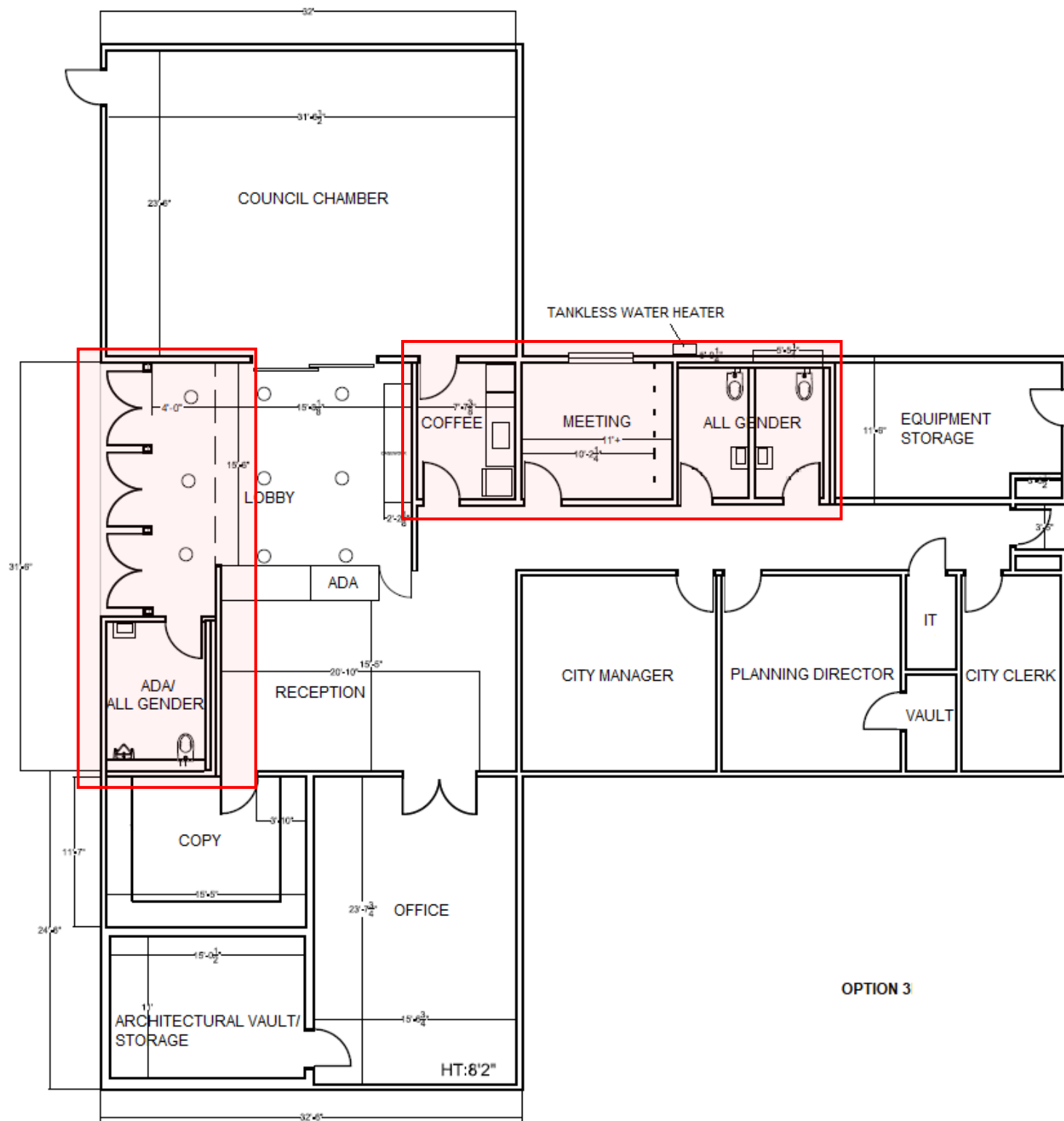
JOB NO.: **20-06**
 PREPARED BY: **RW**
 CHECKED BY: **JFH**
 ESTIMATE DATE: **05/17/21**
 ADJUSTED GSF: **2,590**

REV 0

TWO OPTIONS COMPARISON					
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
15.20	FIRE PROTECTION Adjust Sprinkler Heads (Per SF Allowance)	2,590	SF	1.50	3,890 -
	SUBTOTAL 15.20	\$1.50	SF		3,890
15.30	HVAC Reconfigure Existing HVAC (Per SF Allowance)	2,590	SF	20.00	51,800 -
	SUBTOTAL 15.30	\$20.00	SF		51,800
16.10	ELECTRICAL Reconfigure Existing Electrical (Per SF Allowance)	2,590	SF	30.00	77,700 -
	SUBTOTAL 16.10	\$30.00	SF		77,700









City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
WORLDWIDE PRODUCTION LLC TO PRODUCE CANYON
MANAGEMENT EDUCATIONAL VIDEOS.**

DATE: October 25, 2021

BACKGROUND:

In April 2021, the City Council engaged Worldwide Productions LLC (Worldwise) to produce educational videos on home hardening. The project was led by the Lead Block Captains Gene Honbo and Block Captain Debra Shrader. The home hardening videos were complimentary to the effort by the Block Captain Program to have residents' receive a home inspection by the Los Angeles County Fire Department Forestry Division, Trevor Moore.

Five short videos were produced and at the May 24, 2021 City Council meeting, staff showcased the final product. Since then, the educational videos have been used by the Block Captains to educate the community, encouraging residents to hardening their homes. The Block Captains noted at the recent October 2021 meeting that the use of videos to educate the community is effective, simple, and the best way to reach the community. As of June 25, 2021, just over one month after official release, the home hardening educational videos received a total of 407 views.

In April 2021, the City Council held a focus group to solicit the community's input on vegetation management in the canyons. The City Council also directed the Fire Fuel Committee of the City Council to analyze the data from the focus group and develop recommendations to support efforts to remove fire fuel in the canyons. The Fire Fuel Committee met frequently since May 2021 and the Committee's work is ongoing. One of the action items that the Fire Fuel Committee discussed is to produce educational videos to help the community understand the appropriate ways to manage fuel in the canyons.

DISCUSSION:

In August 2021, Lead Block Captains Gene Honbo worked on a storyboard on managing fuel in the canyons. Mr. Honbo and Mrs. Shrader engaged Worldwise to discuss a scope of work for additional educational videos. On September 30, 2021, Mr. Honbo invited Worldwise Principal and Executive Producer to tour the canyons in the community.

Worldwise provided a proposal in early October 2021, and estimated that the videos would require two full days of shooting, and one full day of aerial shoot (via drone). The entire production would cost \$24,950.

FISCAL IMPACT:

There is sufficient funding in the adopted FY 2021-2022 budget under emergency preparedness for the educational videos on fire fuel management in the canyons.

RECOMMENDATION:

Engage Worldwise Production LLC for service, and direct staff to prepare a Professional Services Agreement.

ATTACHMENTS:

[Rolling Hills Canyon Management Videos Proposal 10.8.21.pdf](#)



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

October 8, 2021

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

Dear Elaine,

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

Based on what we discussed, we estimate the following:

Canyon Management – Educational Videos

SCOPE

- Consult with client to understand the goals of the video.
- Create a clear, informative video script with visual references.
- Schedule shoot, talent and crews.
- Shoot high-quality, professional video on-site in Rolling Hills.
- Produce 7 videos, each up to 3 minutes in length on a variety of topics about canyon management.
- WWP to incorporate motion graphics to create informative, engaging videos.
- First draft of videos will be delivered to client via private website link.
- Client is entitled to one round of editing revisions per video. *
- If revisions are requested, we will make the edits and deliver version 2 of each video.
- Once the final videos are approved, we will send downloadable video files.



**Pre-Production**

1. Script writing, research: \$3,000
2. Site survey: \$350
3. 10 hours pre-production: \$600
 - Includes pre-interviews, calls, research, scheduling, concept creation, etc.

Production

1. 2 full shoot days – (up to 10 hours from arrival to departure): \$5,000
 - a. Videographer, 4K camera package, light package, basic audio: \$1,600/day
 - b. Producer / Director / Script Supervisor / Talent Coach: \$750/day
 - c. Teleprompter rental: \$300 (one day)
2. 1 full aerial shoot day – (up to 10 hours from arrival to departure):
 - a. Drone videography, 4K camera (FAA licensed): \$850
 - b. Producer / Director: **COMP**

Post-Production

1. 14 days video editing: \$13,300
2. 10 hours motion graphics: \$2,000
3. Copyright-free music: \$700
4. Closed captioning: \$350

Total production estimate: \$26,150**Courtesy discount: -\$1,200****Total cost: \$24,950**

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

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

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





*The client is then entitled to one editing revision of each video, free of charge. This complimentary edit does not apply to script and content that were approved prior to production, or to any changes that would be considered out-of-scope of the original project parameters. Those, and additional revisions will be billed at \$150 per hour.

Once the videos are approved and finalized, the client receives the final products on a computer-and-web-friendly HD format (.mov, mp4, etc..).

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

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

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

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

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

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

WorldWide Productions
1829 Seasons St.
Simi Valley, CA 93065

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

_____ Date
_____ Signature
_____ Print Name





WORLDWISE
PRODUCTIONS

Page 4 of 4

Sincerely,

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





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ASHFORD BALL, SENIOR MANAGEMENT ANALYST

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER ENGAGING THINK MARKETING AGENCY TO PROVIDE OUTREACH AND MARKETING SUPPORT THE EDUCATIONAL INITIATIVES OF THE BLOCK CAPTAIN PROGRAM.

DATE: October 25, 2021

BACKGROUND:

Based on the experiences of the Block Captains in the last two years, the Block Captain Program lacks the marketing expertise and resources needed to present educational documents that are reliable and sustainable for community use.

DISCUSSION:

Think Marketing Agency is a full-service marketing communication, advertising and digital agency located in Beverly Hills, California. They specialize in building brands and constructing creative programs to connect with people. THINK Marketing Agency provided a proposal to provide as-needed services for one year (12 month period) to develop documents, programs, and campaigns that bolster the City's educational initiatives. The first project to be completed will be the Block Captain's Evacuation map and Evacuation procedures brochure.

Other potential projects:

1. Community campaign for native plants vs. non-native plants landscaping
2. Informative brochure or pamphlet for education on fire safe plants and effective vegetation trimming
3. Awareness/education on weed and fuel abatement
4. Campaign on water & resource conservation
5. New homeowners welcoming brochure

An agreement with Think Marketing is not a public works contract for a public project. So, it is not subject to competitive bidding requirements for public projects under the Public Contract Code.

Under the Government Code, a city may contract with and employ *any* person or entity to provide professional/special services and advice in finance, economic, accounting, engineering, legal, or administrative matters if the entity is specially trained and experienced and competent to perform the services. (Gov't Code Section 53060.) A city would not need to go through a bidding process for these services because the City is entitled to select any specially trained person who has the necessary skills.

Here, Think Marketing is providing professional marketing services by providing strategic campaign services related to fire safety. For this reason, the City does not need to go through a bidding process. It can pick any entity that is trained and experienced and competent to perform the services. (Gov't Code Section 53060; RHMC Section 3.04.070.)

FISCAL IMPACT:

Think Marketing Agency proposes to charge \$150 per hour for professional services. Based on the current education projects for the Block Captain Program, staff anticipates that one of the projects would need an estimated 65 hours with contingency of 35 hours left for other projects for a total of 100 hours or \$15,000. If the projects can be accomplished in lesser time, the anticipated expenditure would decrease. Staff also recommends a contingency of \$5,000 for a total contract amount of \$20,000. There is sufficient budget in the FY 2021-2022 adopted budget under emergency preparedness to engage Think Marketing Agency for service. The City would utilize Think Marketing on an "as-needed" basis providing flexibility for other services outside the Block Captain Program.

RECOMMENDATION:

Consider engaging Think Marketing Agency for service and direct staff to prepare a Professional Services Agreement.

ATTACHMENTS:

[THINK Marketing Proposal- 09.07.21.pdf](#)



Ashford Ball
City of Rolling Hills
aball@cityofrh.net
(310) 377-1521

Dear Ashford:

Thank you for allowing Think Marketing the opportunity to assist you with your communications needs.

The goal of this document is to outline a general scope of work to develop a strategic campaign—and the associated deliverables—for your community that will help residents become aware of various actions they can take to help improve or protect their properties, and in some cases, save lives.

We look forward to providing you with the support and solutions that will help you further your objectives and keep the City of Rolling Hills and its residents informed and safe. Attached is our Engagement Proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Mills".

Erin Mills
Think Marketing



**We don't just make things pretty.
We make things work.**

When businesses need smart marketing solutions that deliver results—they turn to Think Marketing.

Engagement proposal for



Strategic Campaign Development

Think Marketing will develop a creative campaign concept that can help the City of Rolling Hills to communicate a variety of subjects to its residents. By developing a campaign, the communications can have more impact than individual pieces and consistency can also help residents recognize the communications as important content from the city, as well as help them to better absorb or act on the content.

Our Process:

- Creative brief
- Creative conceiving/development; extensible creative platform development
- In order to speed delivery of first deliverable (Evacuation Procedure Brochure), we will deliver the concept via a creative execution of brochure covers along with a couple other below deliverables as simple comps to show the extensibility of the campaign
- Development of 2-3 initial creative campaign concepts/directions
- Image search and selection
- 2-3 rounds of refinement for selected campaign concept

Deliverables/Executions:

- Evacuation Procedure Brochure
 - Layout of full brochure (11X17" folded with content and evacuation map drawing provided) based on selected direction
 - Print files
 - Working with existing printers provided by the City of Rolling Hills, we will receive quotes and perform paper selections. If printers are required, Think can provide or source some.
 - Print management
- Campaign for Native plants, Fire abatement, and Landscaping in partnership with PVP Land Conservancy
 - Exact deliverables TBD, but for estimation purposes, three tri-fold pamphlets (8.5X11" folded) detailing the above topics
 - Virtual meetings with PVP Land Conservancy to extract key content to be developed and detailed within collateral
 - Layout of pamphlets
 - Content development (copywriting)
 - Image search and selection
 - Print files
 - Working with existing printers provided by the City of Rolling Hills, we will receive quotes and perform paper selections. If printers are required, Think can provide or source some.
 - Print management
- Gardening/Weed Abatement Brochures (Doorknob hangers) in partnership with the Enforcement Code Officer
 - For purposes of estimation, two doorknob hangers/flyers detailing the above topics
 - Virtual meetings with Enforcement Code Officer to extract key content to be

- developed and detailed on collateral
 - Layout of doorknob hangers/flyers
 - Content development (copywriting)
 - Image search and selection
 - Print files
 - Working with existing printers provided by the City of Rolling Hills, we will receive quotes and perform paper selections. If printers are required, Think can provide or source some.
 - Print management
- Campaign for Water Conservation in partnership with Cal Water
 - Discuss and explore developing a collateral piece(s) to share water conservation tips with residents (FAQs, planting tips, did you knows, etc.). Content can be developed in partnership with Cal Water, if possible.
 - For purposes of estimation, two flyers or buckslips that can be handed out at events, provided via mail or formatted for email.
 - Virtual meeting with Cal Water to discuss opportunities for partnering or content development
 - Layout of flyers
 - Content development (copywriting)
 - Image search and selection
 - Print files
 - Working with existing printers provided by the City of Rolling Hills, we will receive quotes and perform paper selections. If printers are required, Think can provide or source some.
 - Print management
- Optional, as budget allows: Website “New Homeowners” category
 - Explore packaging the above material’s and content into an online/digital “welcome kit” that can be available on the city website in order to assist new residents with becoming familiar with important topics for the community.

Think Fee Structuring Process

We use a Statement of Work (this document) along with a Letter of Agreement to establish terms for engagement. Any work or expenses outside of the Statement of Work will be quoted separately and approved by the City of Rolling Hills. The below to be treated as a budget and work to be performed hourly (\$150 per hour) to help the City of Rolling Hills achieve its communications objectives; the City of Rolling Hills may adjust deliverables and priorities as needed.

Project	Budget
Strategic Campaign Development and Execution of Creative Deliverables	\$26,250 - \$33,750



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE THE PROPOSAL FROM ALAN PALERMO CONSULTING TO PROVIDE PROJECT MANAGEMENT SERVICES FOR CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEAR 2021-2022.

DATE: October 25, 2021

BACKGROUND:

In July 2019, the City Council engaged the services of Alan Palermo Consulting (APC) to manage the City's capital improvement projects for Fiscal Year 2019-2020 for four projects: construction of tennis courts ADA improvements, City Hall ADA improvements, sewer feasibility study phase II, and 2019/2020 annual signage and striping project.

The 2019/2020 annual signage and striping project was completed in April 2020. The sewer feasibility study phase II was completed in May 2020. APC assisted in preparing a design Request for Proposal for the 8" sewer main along Rolling Hills and the City Council engaged NV5 for the engineering design of the 8" line on August 24, 2020.

In September 2020, the City Council amended APC's contract to include additional budget for managing additional projects. The capital improvement projects for Fiscal Year 2020-2021 comprised of the design of the City Hall ADA improvements, the design of the 8" sewer main along Rolling Hills, Block Captain Program communications project, Proposition 68 Per Capita Program allocation, the Crest Road East Utility Undergrounding grant project and a small budget for coordinating with the Rolling Hills Community Association on tennis courts ADA improvements.

APC assisted in giving the City's Proposition 68 Per Capital Program allocation to Rolling Hills Estates for the Nature Center project. The design of the 8" sewer main is complete and being reviewed by adjacent agencies. The Block Captain Program communication project will have a report by HQE Systems in November 2021 on their findings for a siren system in Rolling Hills. The Crest Road East Utility Undergrounding project initiated design with Southern California Edison (SCE) and outreach to the property owners long the project areas was initiated by APC. With the hiring of the Senior Management Analyst, the utility undergrounding project was reassigned to the staff in August 2021. SCE anticipates completing the design of the project in 2022.

APC's project management contract expired on September 1, 2021. The total contract amount of \$74,240 (original contract and first amendment), \$44,880 was expended for Fiscal Year 2019-2020, and Fiscal Year 2020-2021. The remaining amount on the contract is \$29,360 as of September 30, 2021.

DISCUSSION:

To meet project management needs for Fiscal Year 2021-2022, APC was asked to provide a proposal for services for the following projects:

- Design of the 8" sewer main and the advertisement for construction bids;
- Feasibility study for Middleridge/Williamsburg Lane sewer connection to the 8" sewer main;
- Design of City Hall ADA improvements;
- Design of City Hall solar emergency power including the removal of the existing standby generator;
- Block Captain Program siren feasibility project;
- Eastfield Utility Undergrounding grant project - if the City is successful in securing the grant; and
- Grant pursuit assistance.

APC's proposed cost for services in Fiscal Year 2021-2022 is \$58,560. Staff recommends a new contract with APC for Fiscal Year 2021-2022 based on APC's proposal dated August 30, 2021.

FISCAL IMPACT:

With a remaining budget of \$29,360 on APC's existing contract, an additional budget of \$29,200 (\$58,560 - \$29,360) is needed. The additional budget can be funded from the Administration Department contractual services.

RECOMMENDATION:

Engage APC for project management services for Fiscal Year 2021-2022 and direct staff to prepare a Professional Services Agreement.

ATTACHMENTS:

[Alan Palermo Agreement - Signed_July_2019.pdf](#)
[Alan Palermo Service Agreement FINAL 2020.28.09.pdf](#)
[2021.08.30 City of Rolling Hills RH003R1.pdf](#)
[Invoice No. 024 - RH002.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July 2019 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

1. RECITALS:

A. The CITY desires to retain CONSULTANT to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program; and

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

C. 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 Exhibit A, which is attached to this Agreement and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit B, which is attached to this Agreement and incorporated herein by reference.

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 B an amount not to exceed \$53,120.00. This fee includes all expenses, travel and mileage, and attendance at meetings. CITY shall pay the cost of any applicable reimbursable expenses. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment executed 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 455 30th Street, Hermosa Beach, California 90254, 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 August 1, 2020 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

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. CITY shall indemnify and save harmless CONSULTANT, its officers, employees, and agents from all claims, damages, suits, costs, or actions of every name, kind, or description arising from performance of this Agreement that resulted from the fault or negligence of the CITY, its officers, employees, or agents in connection with this Agreement.

B. CONSULTANT shall indemnify and save harmless CITY, its officers, employees, and agents from all claims, damages, suits, costs, or actions of every name, kind, or description arising from performance of this Agreement that resulted from the fault or negligence of the CONSULTANT, its officers, employees, or agents in connection with this Agreement.

C. 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 subcontractor, CONSULTANT shall also require any and every subcontractor to similarly maintain Worker's Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by 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 C."

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

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

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

(iv) Failure to Report to Insurer. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to 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 subcontractors and subcontractors' insurers through endorsement, to do likewise.

(vi) Notice of Change in Insurance. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or 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 CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and

agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT's behalf upon the CONSULTANT's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

I. **Certificates of Insurance.** 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:
Alan Palermo Consulting
455 30th Street
Hermosa Beach, California 90254
Attention: Alan Palermo

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 contractor. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, 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 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

ALAN PALERMO CONSULTING



ELAINE JENG, City Manager



ALAN PALERMO

DATE: 7/18/19

DATE: 7/18/19

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

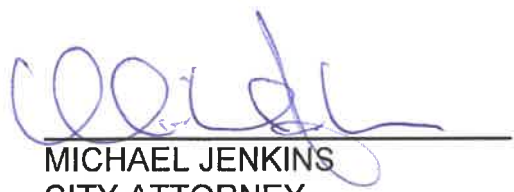

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A

Scope of Services

- 1. Project/Construction Management of the Bid and Construction of Tennis Court Improvements (ADA and Aesthetic):** Coordinate with City and Rolling Hills Community Association (RHCA) to identify the aesthetic improvements to the area outside the tennis courts that will be included with the tennis court design plan improvements in the notice inviting bid to procure a contractor for the proposed improvements. Once the scope of the construction work is confirmed, coordinate with the City and oversee the construction bid advertising for the proposed improvements. Upon selection of the contractor, provide construction management services through completion and acceptance of the tennis court improvements by the City and the RHCA.
- 2. Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:** Upon approval of the City's ADA transition plan (expected July 2019), prepare a phasing plan with estimated costs to implement the recommended ADA improvements over a three-year period. Upon the City's acceptance of this three-year phasing plan, prepare a Request for Proposal (RFP) for the design of the first phase of the City Hall ADA improvements with the objective that the design costs shall remain within the allocated budget of \$30,000. After the RFP is released, assist in the evaluation of proposals received and management of the selected design firm to facilitate the construction documents for approval.
- 3. Project Management for Sewer Feasibility Study Phase II:** Receive and review the contract and scope of work for Willdan Engineering to become familiar with the contractual requirements and schedule for the Sewer Feasibility Study Phase II. Provide project management services in overseeing and providing direction to Willdan Engineering and coordinating with City staff to obtain the required information necessary for completion of the 30% design for this Sewer Feasibility

Study. Establish and manage milestones for the process to ensure the project remains on schedule and within the allocated budget.

4. Project Management for the Annual signage and Striping: FY 2019/2020:

Obtain all available information from previous field observations, reports from residents, and RHCA's roadway rehab plan and conduct follow up field observations based on the information obtained and reviewed. Upon review of all information and follow up field observations, provide recommendations to the City for roadways that need rehabilitation. Once direction is received from the City on the roadways that will receive rehabilitation, prepare the construction bid documents (assumption, using front end specifications provided by the City) and coordinate with the City and oversee the construction bid advertising for the proposed roadway rehabilitation. Upon selection of the contractor, provide construction management services through completion and acceptance of the roadway rehabilitation improvements by the City.

EXHIBIT B Deliverables

Project	Tennis Court Improvements	City Hall ADA Improvements	Sewer Feasibility Study Proj. Mg'mt	Annual Signage/Striping FY 2019/2010	Total Hours	Total Fee
Task						
Task 1: Point of Contact with City/Proj. Mg'mt	12	20	32	12	76	\$ 12,160
Task 2: RFP Preparation		16			16	\$ 2,560
Task 3: Construction Bid Document Preparation / Const. Mg'mt	48			48	96	\$ 15,360
Task 4: Coordination with all stakeholders/Interested parties	16	12	16	16	60	\$ 9,600
Task 5: Project Documentation	8	8	8	8	32	\$ 5,120
Task 6: Monthly Status Meetings/Conf. Calls w/ City	13	13	13	13	52	\$ 8,320
Total Hours	97	69	69	97	332	
Total Fee	\$ 15,520	\$ 11,040	\$ 11,040	\$ 15,520		\$ 53,120
SCHEDULE OF BILLING RATES Effective July 1, 2019 Principal/Owner \$160.00/Hour						

TENNIS COURTS IMPROVEMENTS

Milestone	Completion Date	Responsible Party
Plans, Specs and Cost Estimate	October 31, 2019	Association/City
Council Approval of PSE and authorize advertisement of construction bid	November 11, 2019	Alan Palermo Consulting (APC)
Open bids	January 6, 2020	APC
Award of bids	January 27, 2020	APC
Begin construction	March 2, 2020	APC oversight
Complete construction	June 30, 2020	APC oversight
Project acceptance	July 27, 2020	APC

TENNIS COURT LIGHTING UPGRADE

Milestone	Completion Date	Responsible Party
Lighting study/bids clarification	July 22 – August 2, 2019	APC
Vendor selection	August 26, 2019	APC

Noticing to tennis clubs, neighbors	September 2 – October 31, 2019	APC
Close tennis courts/begin installation	November 4, 2019	APC oversight
Complete installation	December 2, 2019	APC oversight
“After” lighting study	December 2 – December 12, 2019	APC oversight
Comparison before/after lighting study, report out to Council	January 13, 2020	APC
Project acceptance	January 13, 2020	APC

CITY HALL AMERICAN WITH DISABILITY ACT (ADA) IMPROVEMENTS

Milestone	Completion Date	Responsible Party
Review ADA transition plan relating to City Hall improvements	July 22 – August 30, 2019	APC
Release Request for Proposal for architect/designer	September 23, 2019	APC
Consultant selection, City Council to approve PSA	November 9, 2019	APC
Begin design	December 2, 2019	APC oversight
Complete design	June 1, 2020	APC oversight
City Council approve PS&E and advertise for construction	June 22, 2020	APC

PHASE II OF THE PORTUGUESE BEND ROAD SEWER MAIN FEASIBILITY STUDY

Milestone	Completion Date	Responsible Party
Notice to Proceed to Willdan	July 22, 2019	APC
Willdan complete study	December 16, 2019	APC oversight
Present study results to City Council, discuss next steps	January 13, 2019	Willdan/APC

ANNUAL ROADWAY SIGNING AND STRIPING

Milestone	Completion Date	Responsible Party
Review and gather scope of work	July 22 – September 2, 2019	APC
Complete bid package	October 31, 2019	APC
Traffic Commission	December 5, 2019	APC
City Council to approve scope of work and advertise for construction	January 13, 2020	APC

bids		
Open bids	February 19, 2020	APC
Award of bids	March 9, 2020	APC
Begin Construction	April 6, 2020	APC oversight
Complete Construction	June 1, 2020	APC oversight
Project Acceptance	June 22, 2020	APC

EXHIBIT C

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

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 14th day of September 2020 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. City and Consultant now desire to amend the Agreement to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment");

C. Consultant is well qualified by reason of education, training, and experience; and

D. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

1. CITY and CONSULTANT agree to replace Exhibit A that was attached to the Agreement with Exhibit A that is attached to this First Amendment and incorporated herein by reference.

2. CITY and CONSULTANT agree to replace Exhibit B that was attached to the Agreement with Exhibit B that is attached to this First Amendment and incorporated herein by reference.

3. Paragraph 3 (COST) of the Agreement is amended to read as follows:

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 B an amount not to exceed \$74,240.00. This fee includes all expenses, travel and mileage, and attendance at meetings. CITY shall pay the cost of any applicable reimbursable expenses. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment executed by the CITY and CONSULTANT.

4. Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. TERM OF CONTRACT

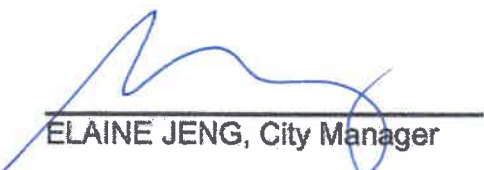
This Agreement shall be valid until September 1, 2021 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date and year first above written, and it is effective as of July 31, 2020.

CITY OF ROLLING HILLS

ALAN PALERMO CONSULTING

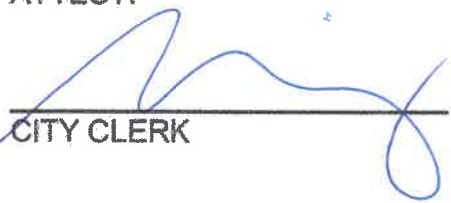

ELAINE JENG, City Manager


ALAN PALERMO

DATE: 9/22/2020

DATE: 9/10/2020

ATTEST:


CITY CLERK

APPROVED AS TO FORM:



MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
Scope of Services

Alan Palermo Consulting

August 20, 2020

2020-RH002_V2

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

Re: **Professional Services – Project Management Services/Consulting Agreement for:**
1. Special Active Land Development Projects
2. Special Assignments/Projects

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects:

- 1) **Project Management for Tennis Court Improvements (ADA and Aesthetics):**
 - a) Serve as the liaison and extension of City Staff to the Rolling Hills Community Association to achieve a set of coordinated design plans including phasing plan for construction activities.
 - b) Review plans on behalf of City
- 2) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:** continue work from FY2019-2020:
 - a) Oversee and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture)
 - b) Upon completion of ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements
 - c) Upon City's award of construction for the ADA Improvements, provide oversight and coordination for commencement of construction activities
- 3) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road:**
 - a) Evaluate RFP responses for engineering design services
 - b) Oversee design consultant, serve as the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the

Alan Palermo Consulting

community and provide assistance with internal functions relevant to the project including drafting of staff reports.

- c) Upon completion of Sewer Improvement Plan Construction Documents, prepare Bid Documents to solicit construction bids for the Sewer Improvements

4) **Project Management for Block Captain Program Communications Project:**

- a) Work with the Lead Block Captains to evaluate the best and the most appropriate communication device for Block Captains to communicate during emergencies. Identify device type, research implementation measures, and assist the city in procuring devices for the Block Captain program.

~~5. Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68)~~

5) **Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68):**

- a) The City of Rolling Hills allocated \$177,952 from the Per Capita Program through the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) to implement an improvement project at the City Hall campus with allocated funds: The City is seeking to secure these funds and to use the funds to improve the City Hall campus, including the tennis courts. The City Hall campus functions as open space for the community. The Project Manager would develop project concepts with City staff, work with OGALS to secure funds, and approvals for the project concept and solicit professional services to meet the needs of the project. The Project Manager will also fulfill reporting requirements with OGALS

6) **Project Management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program:**

- a) The project will underground 2,640 linear feet of power line generally along Crest Road East. Based on the grant award letter, the City will receive \$1,145,457 of Federal funds and the non-Federal share of \$381,819 will be provided by the City using Rule 20A credit. The Project Manager will serve as the liaison with the utility companies to complete the design and construction of the project. The Project Manager will also provide support with the granting agencies to complete and submit reports as required by the grant. The Project Manager will also solicit professional services to meet the needs of the project.

EXHIBIT B
Deliverables

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty (\$160) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

	<u>Project Description</u>	<u>Time Period</u>	<u>Total Hours</u>	<u>Total Fee</u>
1	Project Management for Tennis Court Improvements (ADA and Aesthetics)	8/1/2020 - 7/31/2021	60	\$ 9,600
2	Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan	8/1/2020 - 7/31/2021	40	\$ 6,400
2A	Prepare Bid Documents, Bid Phase, Construction Oversight	8/1/2020 - 7/31/2021	60	\$ 9,600
3	Project Management for the Design of the 8 inch sewer main along Portuguese Bend Road/Rolling Hills Road	8/1/2020 - 7/31/2021	60	\$ 9,600
3A	Prepare Bid Documents, Bid Phase	8/1/2020 - 7/31/2021	32	\$ 5,120
4	Project Management for Block Captain Program Communications Project	8/1/2020 - 7/31/2021	40	\$ 6,400
5	Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68)	8/1/2020 - 7/31/2021	72	\$ 11,520
6	Project Management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program	8/1/2020 - 7/31/2021	100	\$ 16,000
	Total Hours		464	
	Total Fee	\$ -		\$ 74,240

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

Alan Palermo Consulting

August 30, 2021

2021-RH003

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

Re: **Professional Services – Project Management Services/Consulting Agreement for CIP and Special Projects**

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects for the period 8/30/21 through 8/31/22:

1) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road:**

- a) Continued oversight of design consultant to finalize improvement plans, serve as the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the community as needed/requested, and provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Upon completion of Sewer Improvement Plan Construction Documents, Finalize Bid Documents to solicit construction bids for the Sewer Improvements, manage bid process and preparation of Construction Contract with selected contractor.
- c) Prepare RFP and evaluate proposals for Construction Management/Inspection of Improvements
- d) Project Management during Construction Phase (Not: Construction tentatively scheduled to begin no earlier than June 2022. Services may need to extend into 2022-2023 consulting contract)

2) **Project Management for Middleridge Road / Williamsburg Lane Sewer:**

- a) Continued oversight of consultant to finalize Feasibility Study of sewer conveyance options for Middleridge Road and Williamsburg Lane. Provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Project Management for next phase in project (Preliminary Design Options, Design RFP, Other?)

Alan Palermo Consulting

3) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:**

- a) Continued oversight and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture). Provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Upon completion of ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements. manage bid process and preparation of Construction Contract with selected contractor. (Note: Construction not expected to begin until 2022-2023 Fiscal Year)

4) **Project Management for City Hall Emergency Power Project:**

- a) Continued oversight design consultant, serve as the city's representative with RHCA and coordinate completion of Construction Documents for the City Hall Emergency Power Project with the City's selected Consultant (Pacific Architecture). Provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Upon completion of Emergency Power Improvement Plan Construction Documents, prepare Bid Documents to solicit construction bids for the Building/Power Improvements

5) **Project Management for Emergency Communications Project:**

- a) Work with the City and HQE Systems to evaluate the best and the most appropriate emergency communication systems for City use during emergencies.
- b) Provide Project Management and support for next phase in project after City decision on system(s) to implement.

6) **Project Management for implementing the Eastfield Utility Undergrounding Project:**

- a) Eastfield Utility Undergrounding Project - grant application (City expects to be awarded the grant in the next 3 months, ~ November 2021))
- b) Submit required CalOES/FEMA reports, correspondence, and forms.
- c) Initiate project with SCE and hand off project to internal staff.

7) **Grant Writing Support / Assistance:**

- a) Provide supporting information / technical guidance in support of the City's efforts to submit applications for grant funding for Capital Improvement Projects.
- b) Coordinate with City's Grant Writer in providing information for Project grant application.

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty (\$160) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

	<u>Project Description</u>	<u>Time Period</u>	<u>Total Hours</u>	<u>Total Fee</u>
1	Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road	8/30/2021 - 8/31/2022	90	\$ 14,400
2	Project Management for Middleridge Road / Williamsburg Lane Sewer:	8/30/2021 - 8/31/2022	40	\$ 6,400
3	Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan	8/30/2021 - 8/31/2022	80	\$ 12,800
4	Project Management for City Hall Emergency Power Project:	8/30/2021 - 8/31/2022	60	\$ 9,600
5	Project Management for Emergency Communications Project	8/30/2021 - 8/31/2022	40	\$ 6,400
6	Project Management for implementing the Eastfield Utility Undergrounding Project	8/30/2021 - 8/31/2022	40	\$ 6,400
7	Grant Writing Support / Assistance	8/30/2021 - 8/31/2022	16	\$ 2,560
	Total Hours		366	
	Total Fee	\$ -		\$ 58,560

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

Alan Palermo Consulting

STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND ALAN PALERMO CONSULTING

Client and Consultant agree the following provisions are part of their Agreement:

1. Consultant Responsibilities: Consultant shall perform its services in accordance with generally accepted standards of professional practice in Southern California in effect at the time of performance. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, surveys, or professional advice. Consultant's services will be performed for the benefit of Client and not for any third-party beneficiary. Consultant is an independent contractor and not an employee of Client.

2. Insurance: Consultant shall obtain and maintain in full force, at its own expense, liability insurance coverage as required by the client and agreed to by Alan Palermo Consulting.

3. Indemnification: Each party shall hold harmless and indemnify the other party from and against liability arising from the indemnifying party's negligent acts, errors, or omissions. If other parties are liable in addition to the indemnifying party, the indemnifying party shall pay only an amount proportional to its degree of culpability.

4. Documents: All of Consultant's work product and other documents prepared under this Agreement are instruments of service. Consultant grants ownership to Client of its documents prepared under this Agreement, provided Client has paid Consultant all amounts to which the Consultant is entitled. Consultant shall not be liable for the use of its plans, specifications, surveys, and other documents on a project other than that for which they were prepared.

5. Exclusions from Service: Consultant is not responsible for the detection, presence, handling, removal, abatement, or disposal of asbestos or hazardous or toxic substances, products or materials. The Consultant is not responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, since these are solely the construction contractor's rights and responsibilities. If Consultant is requested to review anything from a construction contractor or supplier, the review is for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents, and not for the purpose of determining accuracy or completeness or safety precautions, all of which remain the construction contractor's responsibility. Consultant does not perform geotechnical services and is not responsible for soils or geological conditions.

6. Cost Estimates: Since the Consultant has no control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions, the Consultant cannot and does not warrant or represent that bids will not vary from any estimates of construction cost.

7. Delays: Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or promptly

Alan Palermo Consulting

approve or disapprove of Consultant's services or instruments of service, or faulty performance or delay by Client, contractors, or government agencies.

8. Suspension of Services: Client may suspend the Consultant's performance of services by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of suspension. Consultant may suspend its services if Client fails to pay undisputed amounts of Consultant's invoices within sixty days of receipt of invoice or if Client files or has filed against it a petition under the Bankruptcy Code. The Client and Consultant will re-negotiate the fee if the period of suspension exceeds ninety days.

9. Termination of Services: Client may terminate this Agreement by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of termination. Consultant may terminate this Agreement upon ten days notice of breach by Client, including nonpayment of undisputed fees, provided Client does not cure such breach within ten days of notice of breach. Client shall pay Consultant for all services performed prior to the effective date of termination.

10. Assignment: Neither party may assign this Agreement without the prior written consent of the other.

11. Services: Professional Services shall be provided at the hourly rate stipulated in this agreement unless Client and Consultant enter into a project specific agreement.

Alan Palermo Consulting

SCHEDULE OF BILLING RATES

Effective January 1, 2021

Principal/Owner

\$160.00/Hour

Note 1: Hourly rate includes **Consultants** mileage to perform services on behalf of the **Client**.

Note 2: Reimbursable Expenses: **Client** shall pay the cost of any applicable reimbursable expenses, plus 15%, incurred on Client's behalf. If requested, Alan Palermo Consulting will provide a computer printout, which details these costs.

Alan Palermo Consulting

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

September 27, 2021
Invoice No. RH002-024
CIP Project Management
Contract Amount: \$74,240

Professional Services From August 29, 2021 through September 25, 2021

Rolling Hills - CIP Project Management				
	<u>Date</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
<u>Tennis Court Improvements</u>				
Proj. Management			\$160.00	\$0.00
Sub-total TCI		0.0		\$0.00
<u>City Hall ADA Design / Const.</u>				
Proj. Management	08/30/21	0.5	\$160.00	\$80.00
Proj. Management	08/31/21	0.5	\$160.00	\$80.00
Proj. Management	09/01/21	0.5	\$160.00	\$80.00
Proj. Management	09/07/21	0.5	\$160.00	\$80.00
Proj. Management	09/08/21	0.5	\$160.00	\$80.00
Proj. Management	09/09/21	0.5	\$160.00	\$80.00
Proj. Management	09/14/21	0.5	\$160.00	\$80.00
Proj. Management	09/17/21	0.5	\$160.00	\$80.00
Proj. Management	09/20/21	0.5	\$160.00	\$80.00
Proj. Management	09/21/21	0.5	\$160.00	\$80.00
Proj. Management	09/22/21	0.5	\$160.00	\$80.00
Proj. Management	09/23/21	1.5	\$160.00	\$240.00
Proj. Management	09/24/21	0.5	\$160.00	\$80.00
Sub-total CH ADA		7.5		\$1,200.00
<u>Sewer Design / Const.</u>				
Proj. Management	08/30/21	0.5	\$160.00	\$80.00
Proj. Management	08/31/21	0.5	\$160.00	\$80.00
Proj. Management	09/01/21	0.5	\$160.00	\$80.00
Proj. Management	09/02/21	0.5	\$160.00	\$80.00
Proj. Management	09/03/21	0.5	\$160.00	\$80.00

2412 Prospect Avenue; Hermosa Beach, CA 90254

Alan Palermo Consulting

Proj. Management	09/07/21	2.0	\$160.00	\$320.00
Proj. Management	09/08/21	0.5	\$160.00	\$80.00
Proj. Management	09/09/21	1.0	\$160.00	\$160.00
Proj. Management	09/14/21	0.5	\$160.00	\$80.00
Proj. Management	09/21/21	1.5	\$160.00	\$240.00
Proj. Management	09/22/21	0.5	\$160.00	\$80.00
Proj. Management	09/23/21	0.5	\$160.00	\$80.00
Sub-total SS		9.0		\$1,440.00
<u>Block Captain Program</u>				
Proj. Management	09/13/21	0.5	\$160.00	\$80.00
Sub-total CH ADA		0.5		\$80.00
<u>Per Capita Program</u>				
Proj. Management			\$160.00	\$0.00
Sub-total Per Capita		0.0		\$0.00
<u>FEMA Grant Program</u>				
Proj. Management			\$160.00	\$0.00
Sub-total Annual S/S		0.0		\$0.00
Total this Invoice		17.00		\$ 2,720.00

Alan Palermo Consulting

Contract Summary:

Contract: Rolling Hills CIP Proj. Mg'mt.	Contract Amount	Current Invoice	Previous Invoices	Total Invoiced to Date	Contract Balance
Tennis Courts Imp.	\$9,600	\$0.00	\$0.00	\$0.00	\$9,600.00
City Hall ADA Design/Const	\$16,000	\$1,200.00	\$11,600.00	\$12,800.00	\$3,200.00
Sewer Design/Const	\$14,720	\$1,440.00	\$13,360.00	\$14,800.00	-\$80.00
Block Captain Program	\$6,400	\$80.00	\$4,560.00	\$4,640.00	\$1,760.00
Per Capita Program	\$11,520	\$0.00	\$4,320.00	\$4,320.00	\$7,200.00
FEMA Grant Program	\$16,000	\$0.00	\$8,320.00	\$8,320.00	\$7,680.00
Totals	\$ 74,240	\$2,720.00	\$42,160.00	\$44,880.00	\$29,360.00



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.A

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: SPECIAL STUDIES RELATING TO SB 9. (MAYOR BEA DIERINGER)

DATE: October 25, 2021

BACKGROUND:

At the September 13, 2021 City Council meeting, Mayor Bea Dieringer requested staff to present a provision in Senate Bill (SB) 9 that stated "a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of evidence, that the proposed housing development would have a specific, adverse impact, as defined and determined in paragraph 2 of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact." The September 13, 2021 staff report is included with this report.

DISCUSSION:

In October 2021, Mayor Dieringer attended a workshop that included a presentation on the City of Laguna Beach's Evacuation Time Estimate Study. In October 2019, the City of Laguna Beach hired KLD Engineering to perform the study and to create a Disability Access & Functional Needs registry/database for \$192,020. The City of Laguna Beach's staff report on the hiring of KLD Engineering, the City's Laguna Beach's Request for Proposal to perform the Evacuation Time Estimate Study and the link to the aforementioned study are included with this report.

Located in a high fire severity zone, densification allowed by SB 9 may create public safety issues in Rolling Hills with narrow roadways, changing elevations and difficult terrain. Mayor Dieringer proposes to conduct a similar Evacuation Time Estimate study for Rolling Hills to understand the potential safety impacts as a result of SB9.

FISCAL IMPACT:

Mayor Dieringer contacted KLD Engineering and discussed a similar scope of work for the City of Rolling Hills. According to Mayor Dieringer, KLD Engineering estimated the effort to perform a similar study to Laguna Beach would cost between \$30,000 to \$40,000. The Evacuation Time Estimate study is not budgeted in the FY 2021-2022 adopted budget. If the City Council should move forward with an Evacuation Time Estimate study, additional budget will need to be allocated from the City's reserve.

RECOMMENDATION:

Receive a presentation from Mayor Bea Dieringer.

ATTACHMENTS:

[RHStaffReport_September13-2021_SB9_SB330.pdf](#)

[LagunaBeach_Staff_Report.pdf](#)

[Evacuation Time Estimate Study RFP July 2019.pdf](#)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.B

Mtg. Date: 09/13/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER SPECIAL STUDIES AS ALLOWED BY SB 330, HOUSING CRISIS ACT OF 2019 AND SB 9, HOUSING DEVELOPMENT. (MAYOR DIERINGER)

DATE: September 13, 2021

BACKGROUND:

Senate Bill No. 9 states the following:

(d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

Referenced above is the following section contained in SB 330:

(d) A local agency shall not disapprove a housing development project, including farmworker housing as defined in subdivision (h) of Section 50199.7 of the Health and Safety Code, for very low, low-, or moderate-income households, or an emergency shelter, or condition approval in a manner that renders the housing development project infeasible for development for the use of very low, low-, or moderate-income households, or an emergency shelter, including through the use of design review standards, unless it makes written findings, based upon a preponderance of the evidence in the record, as to one of the following:

(2) The housing development project or emergency shelter as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households or rendering the development of the emergency shelter financially infeasible. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.

DISCUSSION:

SB No. 9 cites SB 330 paragraph (2) of subdivision (d) of 65589.5 which allows a local agency to disapprove a housing development if it makes written findings, based upon a preponderance of the evidence, that the proposed development would cause specific adverse impact to public health or safety and there is no way to feasibly mitigate it without rendering it financially infeasible. A “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

FISCAL IMPACT:

None.

RECOMMENDATION:

Presentation from Mayor Dieringer.

ATTACHMENTS:

[Senate Bills.docx](#)

AGENDA BILL

9

No.

Meeting Date: 10/15/19**SUBJECT: EVACUATION TIME ESTIMATE STUDY AGREEMENT****SUMMARY OF THE MATTER:**

On July 23, 2019 the Wildfire Mitigation and Fire Safety Subcommittee presented a comprehensive report which included 46 recommendations to increase wildfire safety within the city. City Council unanimously approved the report and recommendations. One of the recommendations was to prepare an Evacuation Time Estimate (ETE) Study.

A request for proposals (RFP) was issued on July 31, 2019 and shared directly with 3 consultants specializing in wildfire modeling and evacuation studies via email in addition to the City's website, RFP posting service and online networks. The RFP deadline was August 14, 2019 and two proposals were received. A panel of neighboring cities Emergency Managers and an I.T. professional, with extensive experience and knowledge in emergency management, and the City's Emergency Operations Coordinator reviewed the proposals. The proposals were ranked based on project understanding, qualifications of the project team and vendor, project experience and success, project approach and content, and reasonable project cost. The panel unanimously recommended selecting KLD Engineering.

KLD's bid included the use of a special evacuation software capable of estimating and testing evacuation time estimates for all of the City's 22 Evacuation Management Zones (EMZ) and includes the ability to create a Disabilities Access & Functional Needs registry/database which could be mapped on an interactive website.

KLD Engineering has extensive experience with evacuation time studies throughout the nation but more specifically in wildfire modeling in Northern California. They have also conducted evacuation time studies for 62 of the 65 nuclear power plants in the United States including San Onofre Nuclear Generating Station. The total cost for KLD Engineering to prepare an Evacuation Time Estimate Study along with the additional evacuation website and disabilities and access functional needs registry is \$192,020, which is reasonable for a city-wide evacuation study and is less than the budgeted amount approved by City Council.

RECOMMENDATION: It is recommended that the City Council award and authorize the City Manager to execute a contract with KLD Engineering in the amount of \$192,020 to prepare an Evacuation Time Estimate Study, develop an evacuation website, and a Disabilities Access & Functional Needs registry.

Appropriations Requested: \$ _____

Fund: _____

Attachments: _____

Submitted By: Shohreh DupuisShohreh Dupuis, Assistant City Manager /
Director of Public WorksCoordinated with: Jordan Villwock

Jordan Villwock, Emergency Coordinator

Approved: John Pietig

John Pietig, City Manager

The second firm proposed to use a traffic operation model which is only capable of estimating evacuation time and modeling traffic operations for signalized and controlled intersections along Coast Highway and SR-133. This model is not capable of estimating evacuation time for residential neighborhoods with collector streets, and cannot develop what-if scenarios to measure the impact of residents mobilization time, number of evacuating vehicles per households, and other factor on the evacuation time for each of the 22 EMZs. The level of effort proposed for their work focuses on evacuation scenarios along SR-133 and Coast Highway and is not sufficient for developing evacuation time estimates for all EMZs.

The funding for the Evacuation Time Estimate Study was appropriated at the July 23, 2019 City Council meeting.



Laguna Beach Police Department

REQUEST FOR PROPOSAL
For a
Evacuation Time Estimate Study



July 31, 2019

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I. General Information

The City of Laguna Beach, California is seeking a qualified consultant to coordinate, facilitate, and prepare a Evacuation Time Estimate (ETE) Study. Laguna Beach is a well-known beach community that has a very unique topography which consists of canyons, hills, and 8 miles of coastline. Due to its topography, the City has limited ingress/egress routes and over 88 percent of the city is within the Very High Fire Severity Zone designated by Cal Fire. A completed study will help provide clarity for potential bottlenecks in traffic and if a staged evacuation is possible.

Due to climate and land use changes, wildfires are occurring more frequently in the State of California. The Camp Fire in November 2018 was the deadliest and most destructive wildfire in California history to date. The devastation caused by this wildfire highlights the need for an effective evacuation plan to move people away from impact areas as expeditiously as possible given the roadway system.

Consultant shall submit their proposals to the City of Laguna Beach Police Department by **August 14, 2019**

II. Receipt of Proposals

Interested parties should provide the following reproductions of proposals, signed by an officer of the firm who is authorized to execute legally binding agreements:

- Three (3) bound copies of the proposal
- Flash drive with PDF copy of proposal

The proposals shall be delivered to:

Jordan Villwock, Emergency Operations Coordinator
Laguna Beach Police Department
505 Forest Avenue
Laguna Beach, CA 92651

III. Requests for Information (RFI)

Should a Consultant require additional information prior to submitting a proposal, please send requests to Jordan Villwock via email at jvillwock@lagunabeachcity.net. Responses will be posted on the City website in the form of an Addendum. The deadline to submit an RFI is **August 7, 2019.**

IV. City Information

The City of Laguna Beach is a General Law City with a City-Manager form of government. It is located on the south-central coast of Orange County in Southern California, 54 miles southeast of Los Angeles and 71 miles northwest of San Diego. Neighboring cities are Newport Beach and Irvine to the north and the cities of Laguna Hills, Aliso Viejo, and Laguna Niguel to the east, and Dana Point to the South. The City is approximately 9 square miles, bound between miles of coastline and foothills and several thousand acres of protected wilderness open space. There are only three ingress and egress routes in the City, State Route 133 and North and South Pacific Coast Highway.

Laguna Beach currently serves an approximate population of 25,000 people living in approximately 13,000 dwellings. In addition to our residents, Laguna Beach has over 6 million tourists visit the City each year to take advantage of our warm climate and beaches.

The City is a full-service municipality, including police, fire, and marine safety. Currently we have 275 full-time employees and hire up to 150 part-time staff members. The Police Department operates with 54 sworn officers and an additional 44 non-sworn professional staff members. The Fire Department serves the City from 4 strategically placed fire stations and operates a brush engine and a Cal-OES engine. The Marine Safety Department has a staffing level of 9 full-time lifeguards and an additional 3 full-time equivalent positions. In 2018, the City's public safety agencies responded to over 53,000 incidents.



V. Plans Available

All consultants will be provided access to the following City of Laguna Beach Plans: Emergency Operations Plan, Local Hazard Mitigation Plan, Evacuation Plan, Evacuation Management Zones (EMZ), Wildland-Urban Interface Fire Response Plans, and GIS Layers of the EMZs. Send an email address to jvillwock@lagunabeachcity.net and you will be given access to these items via Dropbox.

VI. Scope of Work

The Scope of work for this project is organized into 13 tasks: 1) Kick off meeting; 2) Review existing plans and data; 3) Conduct road survey; 4) Create link-node analysis network; 5) Identify regions and scenarios; 6) Data gathering; 7) Access Impaired Neighborhood; 8) Progress meeting; 9) Conduct Evacuation Time Estimates (ETE); 10) Impacts on ETE; 11) Technical report; 12) Final meeting; ADDITIONAL OPTIONS: 13) Mobile application and website.

Task 1: Kick-off Meeting

The consultant will be responsible for facilitating a kick-off meeting with key stakeholders, including, but not limited to, state and local (city and/or county) representatives for emergency management agencies, law enforcement, fire department, public works, or other key agencies. The kick-off meeting should include a detailed PowerPoint presentation summarizing the evacuation expertise and the proposed methodology for the study. The presentation must focus on data needed from the key stakeholders and project assumptions.

The study area will include the entire City of Laguna Beach, as well as parts of surrounding communities that may also evacuate due to a wildfire and impede the egress of people leaving Laguna Beach. The study will include the pre-existing 22 Evacuation Management Zones (Appendix A).

Task 2: Review Existing Plans – Evacuation Plan, Emergency Operations Plan, Alert and Warning Plan, etc.

The consultant will review any existing emergency plans (all-hazards and/or wildfire specific) and emergency planning data that City of Laguna Beach, neighboring agencies, or the County of Orange currently has in place. The list of the plans identified in Section V will be provided by the City to all firms preparing proposals. All additional plans will be provided to the consultant after they are awarded the work.

These plans will be reviewed comprehensively to ensure that the base evacuation model matches what will be implemented during an emergency as per the plans. Any traffic control points or traffic management tactics identified in the plans will be modeled explicitly to make sure they are efficient and necessary to increase the flow of evacuation.

Task 3: Conduct Road Survey

The consultant will have experienced traffic engineers conduct a field survey of the roadways within the City of Laguna Beach. The survey must identify key features of the roads that comprise the highway network within the City of Laguna Beach and be conducted by a tablet or computer which can gather data by GPS or GIS software. A video and audio recording of the survey shall be taken.

All signal control locations will be identified, as will stop and yield control and other highway

signage. A representative sampling of traffic signal timings should be taken for pre-timed signals where appropriate. Additionally, all speed advisory signage, grade, horizontal curvature, pavement and shoulder widths shall be estimated. Actual free speeds will be observed, as well as lane usage. Additionally, the consultant should identify narrow streets, time of day streets are heavily parked (beach parking during the day etc.), and resident parking in the neighborhoods at night.

Estimates of highway capacity will be based on data compiled during the field survey and by applying the procedures of the 2010 Highway Capacity Manual (HCM). The consultant will use tools such as Google Earth and GIS software for aerial imagery to confirm the number of lanes on each roadway and the locations of the traffic signals.

All road surveys shall be approved by the Public Works Department prior to being conducted.

Task 4: Create Link-node Analysis Network

A detailed computer representation of the roadway system within the study area will be developed which consists of a network defined by nodes which represent intersections and locations where the characteristics of the roadway change (horizontal curve, grade change, add or drop of a lane), and links which represent the sections of roadway between the nodes.

The detailed attributes of the physical highway system gathered during Phase 3 shall be input for each link and node such that the link-node analysis network is an exact replica of the roadway network in Laguna Beach.

Task 5: Identify Regions and Scenarios

The 22 pre-existing Evacuation Management Zones will be reviewed and any suggested improvements from the consultants will be presented to the stakeholders. Shadow evacuation shall also be considered. The potential evacuation of populated areas surrounding the study area and the consumption of available roadway capacity shall also be included. This includes: Laguna Coast Wilderness Park, Crystal Cove State Park, Aliso and Woods Canyon Park along with any additional areas determined by the Project Team.

A region is a grouping of Zones to be evacuated. The consultant will consider evacuation of each individual zone, of various regions, and of the entire study area at once.

A scenario is a combination of circumstances, including time of day, day of week, season, special events and weather conditions. Scenarios define the population components, response times for the affected population groups, and applicable highway speeds and capacities. The study shall consider several scenarios to capture the temporal variations in the number of people to be evacuated.

All regions and scenarios shall be reviewed with the stakeholders prior to computing any ETE.

Task 6: Data Gathering

In addition to the permanent resident population, there are several additional groups which must be also included in the data, these groups are as follows: visitor population, Access and Functional Needs groups (medical facilities, schools, daycares, senior facilities, etc.). Additionally, the transit-dependent population (those who do not own or have access to a vehicle) must also be included in the study.

The consultant will include an extensive data collection effort to identify major employers, transient attractions, special facilities, transit-dependent population and residents with access and functional needs. Phone calls to specific facilities will be made to gather data in addition to Census

databases on employment will be accessed.

The total demand estimation will be derived for all evacuees by population group, including their vehicles. The summary tables will provide an indication of the total number of people and vehicles to be evacuated from each population group identified in each planning zone.

The number of transportation resources available (buses, ride-share services, wheelchair transport, ambulances, etc.) must be estimated and compared with the number of resources needed to evacuate the transit-dependent population, special facilities, and those with access and functional needs. If multiple “waves” of transit vehicles are needed (more resources needed than available), the study will document the time needed to complete the various waves. Any shortfalls in transportation will be identified.

Special care must be taken to avoid double-counting. Overestimating the population will result in longer ETE and ineffective planning.

Different times of the year (summer vs winter) and time of day should also be considered.

Task 7: Access Impaired Neighborhoods

The consultant will identify and map access impaired neighborhoods throughout the City of Laguna Beach. These neighborhoods should be identified by single ingress/egress routes, bottlenecks, areas where extremely low traffic flow occurs, etc. The consultant will also provide recommendations for safe refuge area options in neighborhoods identified as having access impaired challenges. Additionally, recommendation on evacuation signage (locations, content, size, and frequency) should also be included for both city-wide and just impaired neighborhoods.

Task 8: Progress Meeting

This meeting will be an opportunity to show the stakeholders the progress to date and make sure everyone is comfortable with the direction of the study. This meeting shall be facilitated by the consultant and conducted face-to-face.

Task 9: Conduct Evacuation Time Estimate

Traffic modeling software will be used to compute the Evacuation Time Estimate (ETE) for the various regions and scenarios. The data gathered in the previous tasks will be input into the software, ETE shall be provided as follows:

1. General population with vehicles
2. Transit-dependent population
 - a. Pedestrians
 - b. Ride-Share dependent (i.e. Uber, Lyft, etc.)
3. Special facility population
4. Access and functional needs population
5. Provide a likely time requirement for evacuation of each identified zone or region
6. Identify likely locations of traffic obstruction and estimate delay of travel due to obstruction
7. Identify key locations for deployment of traffic control to achieve best evacuation result
8. Provide a likely time requirement for 100% evacuation of the City

9. Identify locations for evacuated relocation
10. Provide a traffic management plan for repopulation

Screen captures from the software will be provided to identify congestion patterns during evacuation and to locate potential bottlenecks. The locations and extent of congestion shall be clearly visible. Sequence snapshots shall be included to display the changing traffic environment over time. The visualizations of traffic congestion are invaluable as they clearly identify bottlenecks during evacuation and provide the starting point for improving evacuation times.

Task 10: Impacts on Evacuation Time Estimate

The consultant will conduct several ETE sensitivity studies that will consider the impact on ETE of mobilization time, number of evacuating vehicles per household, contraflow, traffic management and shadow evacuation.

Including the “what if” scenarios which will assist stakeholders develop a robust emergency plan and test different tactics to reduce evacuation time. For example, if the baseline ETE is 5 hours and wildfire spread modeling indicates that the wildfire will reach the study area in 4 hours, contraflow, traffic control, and other tactics can be tested to see if the baseline ETE can be reduced below 4 hours. A total of 5 “what if” scenarios should be included in the price proposal.

The study should also include the potential for roadway closures based on fire spread modeling. For example, if the fire spread model predicts that one part of the study area will be impacted during a given timeframe, the study should include closing the road in the area to review the impacts to ETE.

Additional questions must be answered where ever necessary, such as – Can we use the shoulder as an additional evacuation lane? Can we bring transportation in and evacuate by bus quicker in areas? Is pedestrian evacuation feasible? Is establishing a Temporary Refuge Area a solution? Shall be answered where ever necessary.

Task 11: Technical Report

A technical report which will document the demand estimation methodology and results, the highway capacity estimation, the survey results, the mobilization time distributions and the computed ETE in tabular and graphic format shall be completed. Appendices will present a description of the traffic simulation and trip distribution and assignment algorithms in the traffic modeling software. The draft report will be provided to the stakeholders for review and comments. All comments will be addressed and incorporated into the final deliverable.

Task 12: Final Meeting

This meeting will be facilitated by the consultant to present all the information and produce the final report to stakeholders.

Additional Options:

This should be priced separately.

Task 13: Mobile Application and Website Development

An emergency planning website and mobile application (app) will be developed to provide the public with vital emergency planning information in an interactive format. Features of these

solutions shall include:

- Use the phone or computer's GPS to identify:
 - Which zone the person is currently in;
 - Where the nearest shelter or temporary refuge area is;
 - Which evacuation route(s) to use to evacuate the area at risk
- Provide preparedness information
- Provide important contact information
- Provide a form to register as a person with access and functional needs
- Information on evacuation of schools, daycares, medical facilities, etc.
- Provide all rights and access to edit/modify the information on both the website and mobile application.
- Include all future updates on for both website support and mobile application.
- Include other information requested by stakeholders.

VII. Contents of Proposal

The City does not require consultants to prepare proposals in any particular format. It is anticipated that consultants develop their own proposals in a manner best suited to represent their particular organization. However, all requirements and items listed in this RFP must be addressed and confirmed.

Proposals shall be concise and not exceed twenty-five (25) pages excluding covers and resumes. Consultants are discouraged from using general company advertising literature such as brochures, unless directly related and referenced in the proposal.

Proposals shall include, at minimum, the following:

- a. Understanding - Consultant shall discuss their understanding of the requested services as described in this document.
- b. Project Team – Consultant shall prepare a Project Organization Chart showing the relationship between each team member and subconsultants, and communication lines with City Project Manager/Emergency Operations Coordinator. Consultant shall include one-page resumes of key project personnel. Resumes shall be included in the proposal appendices.
- c. Include a written statement acknowledging that the individuals included in the Project Organization Chart will perform the work and that team members will not be replaced or removed from the team without written approval from the City.
- d. Project Experience – Consultant shall provide descriptions of previous projects completed by the firm's current employees of similar type, size and scope. Projects shall include date of completion and client reference information.
- e. Project Approach – Consultant shall provide a write-up on how they propose to meet the project objectives, any anticipated problems that may be encountered, and how each problem will be addressed. Consultants shall state any assumptions made for their proposal.
- f. Project Schedule - Include a detailed preliminary design schedule incorporating all anticipated milestone dates, meetings, and document review periods.
- g. Project Cost - Shall include all incidentals and per diem charges. No additional reimbursement will be provided for incidentals and/or per diems such as mileage, miscellaneous fees, prints,

lodging, insurance, meals or mark-ups. A detailed cost proposal to include milestones and deliverables shall be outlined in the scope of work”.

- h. Acceptance of City Standard Consultant Service Agreement - A copy of the City's Standard Consultant Services Agreement and General Provisions is included in the Appendix for review. The Consultant is required to obtain and maintain coverage for the listed insurance policies throughout the project. The Consultant shall state whether or not they agree to the contract language and should identify any discrepancies.

VIII. Addendum

All responses to RFI's will be provided to Consultant electronically via addendum. The Consultant shall note on the proposal cover letter acknowledgement and agreement to all addenda issued by the City.

IX. Contract Award

Selected Consultant shall enter into a written contract with the City of Laguna Beach binding all terms and conditions of the proposal and items negotiated prior to award of contract. Contract period shall be for the entire duration of the project unless modified.

X. Proposal Development

By submitting a proposal, the Consultant agrees that the costs to prepare and submit a proposal will be the responsibility of the Consultant.

XI. Non-Obligation

This Request for Proposal (RFP) shall not be construed to create an obligation on part of the City of Laguna Beach to enter into a contract with a Consultant. The RFP is for solicitation of proposals only. The City reserves the right to reject any and all proposals or to accept the proposal that, in the supposition of the City, is of most value.

XII. Selection Criteria

The City will evaluate proposals based on the Consultant's response to all items of this RFP. The following serves to list some of the criteria that may be used in the evaluation and comparison of proposals as well as the importance of each selection criteria.

- a. Project Understanding (5%)
- b. Qualifications of the Project Team (15%)
- c. Relative Project Experience (15%)
- d. Project Approach and Proposal Contents (50%)
- e. Proposed Cost (15%)

XIII. Selection Procedures

Proposals will be thoroughly reviewed by City of Laguna Beach staff and evaluated specifically on proposal content. Should the need arise, the City will conduct interviews with the top three

prospective firms prior to selection. Compensation and rates discussed with Consultants will not be disclosed to other candidates. When the final selection is made and all terms of the contract have been established, a recommendation of award will be made to City Council.

The Selection Committee will then be convened to review and discuss these evaluations and to make a recommendation as to which firm will be invited to negotiate the final fee for the upcoming inspection services and project report preparation.

XIV. Schedule

The following dates are estimates. The City shall not be held responsible for any changes in the schedule shown below. Any schedule change affecting the RFP submittal will be distributed via addendum.

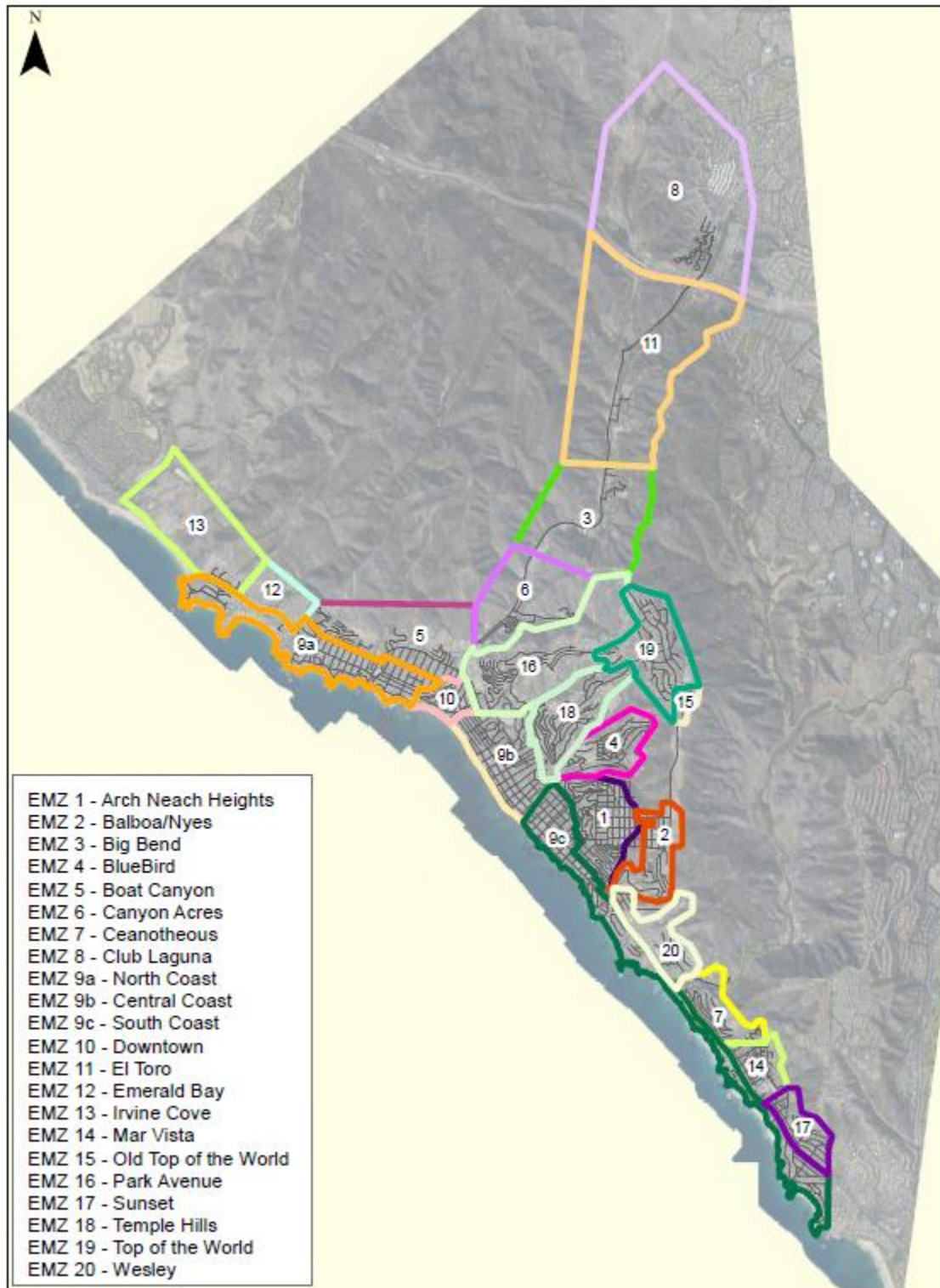
a. Advertisement of RFP	July 31, 2019
b. RFI Due Date	August 7, 2019
c. Proposals Due	August 14, 2019
d. Interviews (If necessary)	September 3, 2019
e. City Council Approval	Late September 2019
f. Contract Execution	Early October 2019
g. Notice to Proceed	Early October 2019

APPENDICES

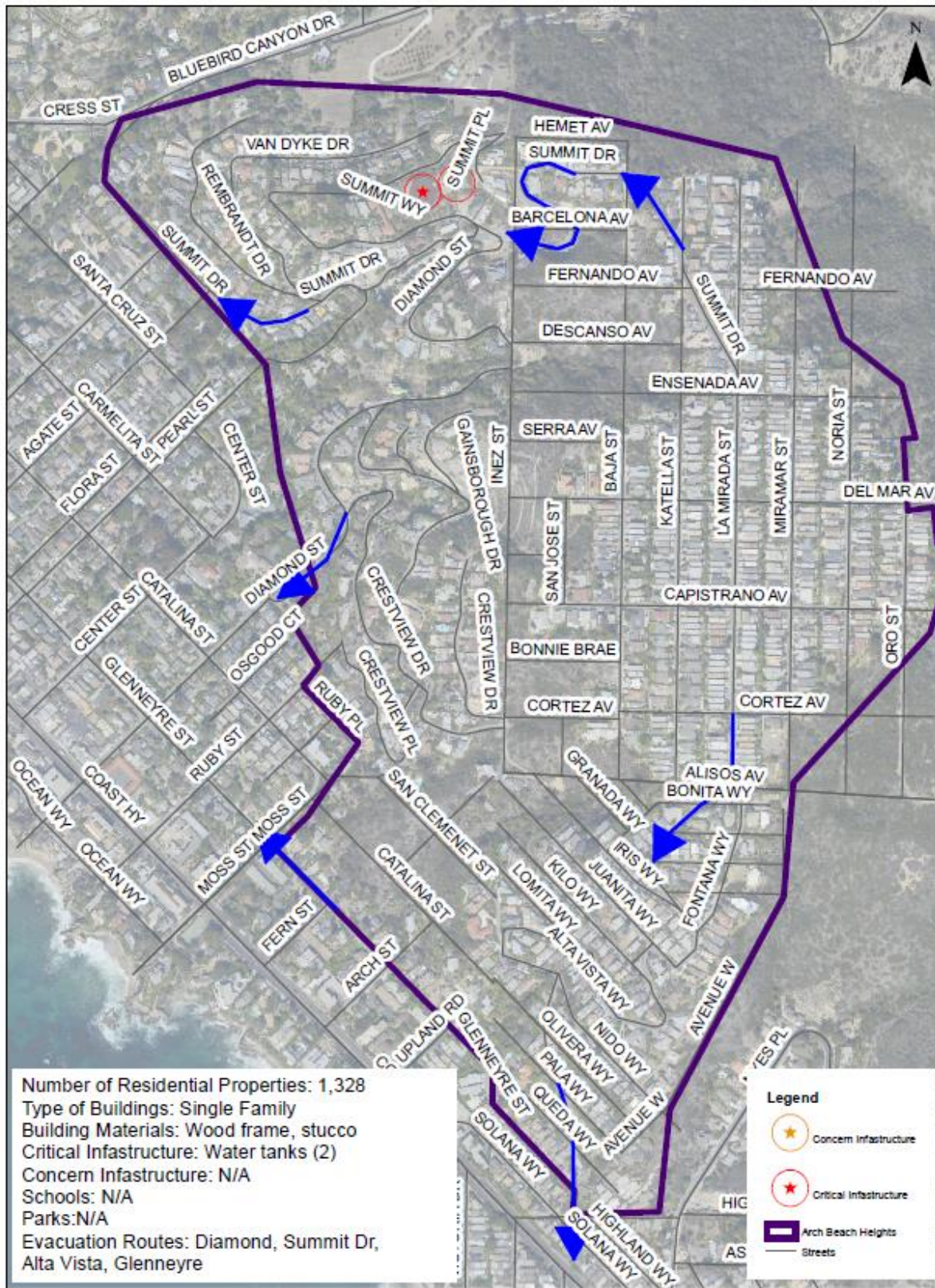
- A. Evacuation Management Zones
- B. City of Laguna Beach Standard Consultant Services Agreement
- C. City of Laguna Beach General Provisions

APPENDIX A

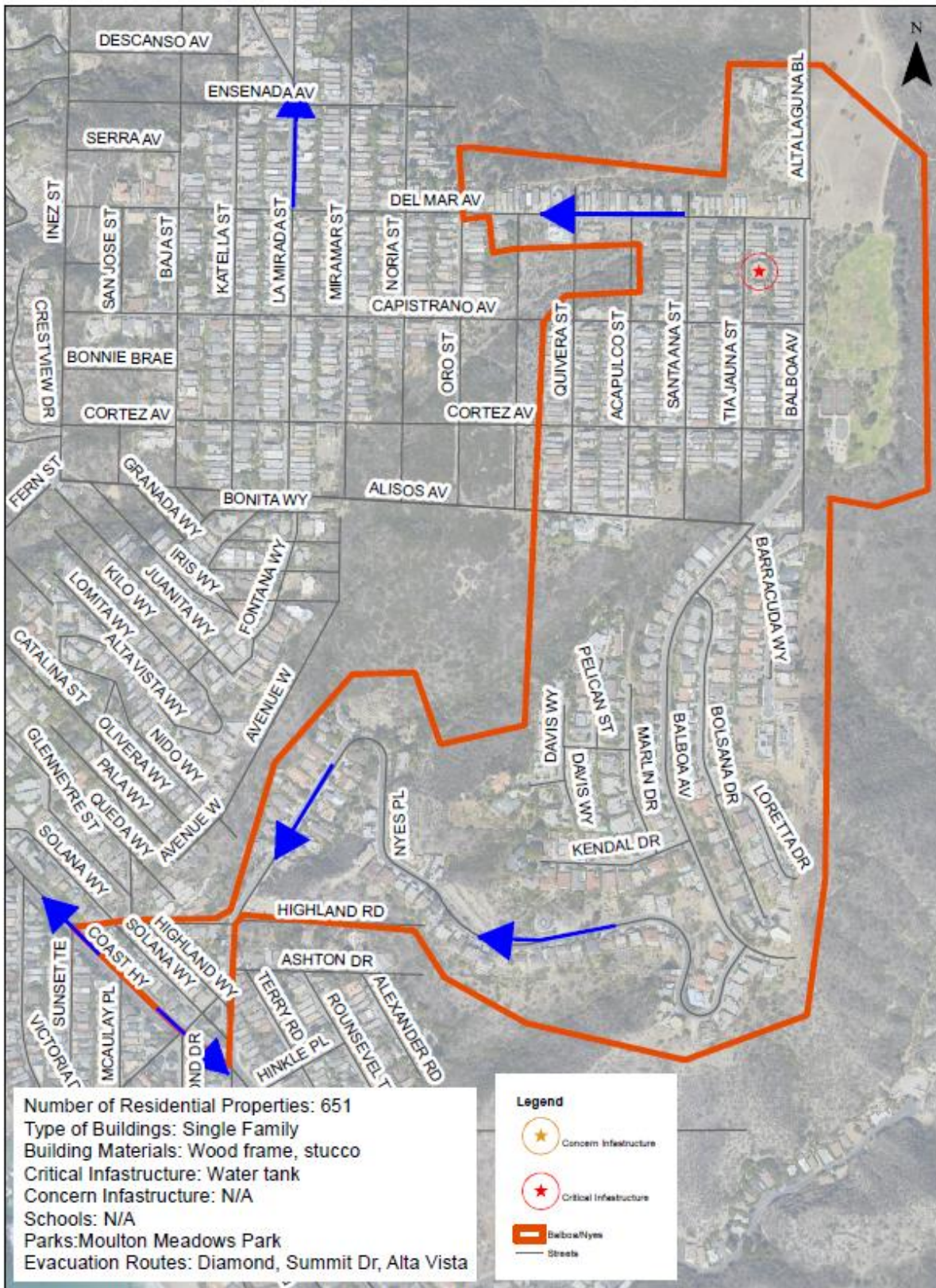
Evacuation Management Zones (EMZ) Neighborhoods



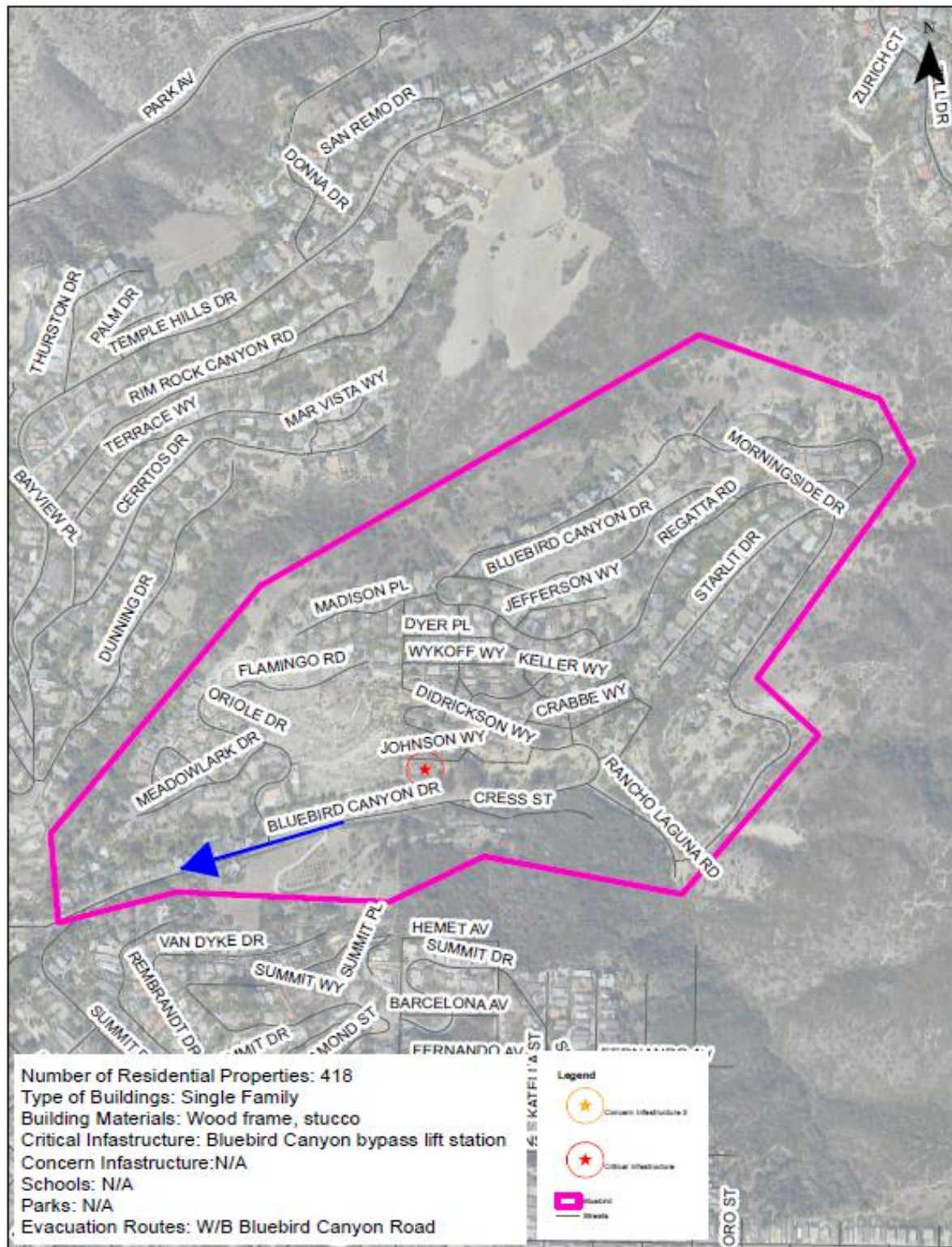
Arch Beach Heights EMZ



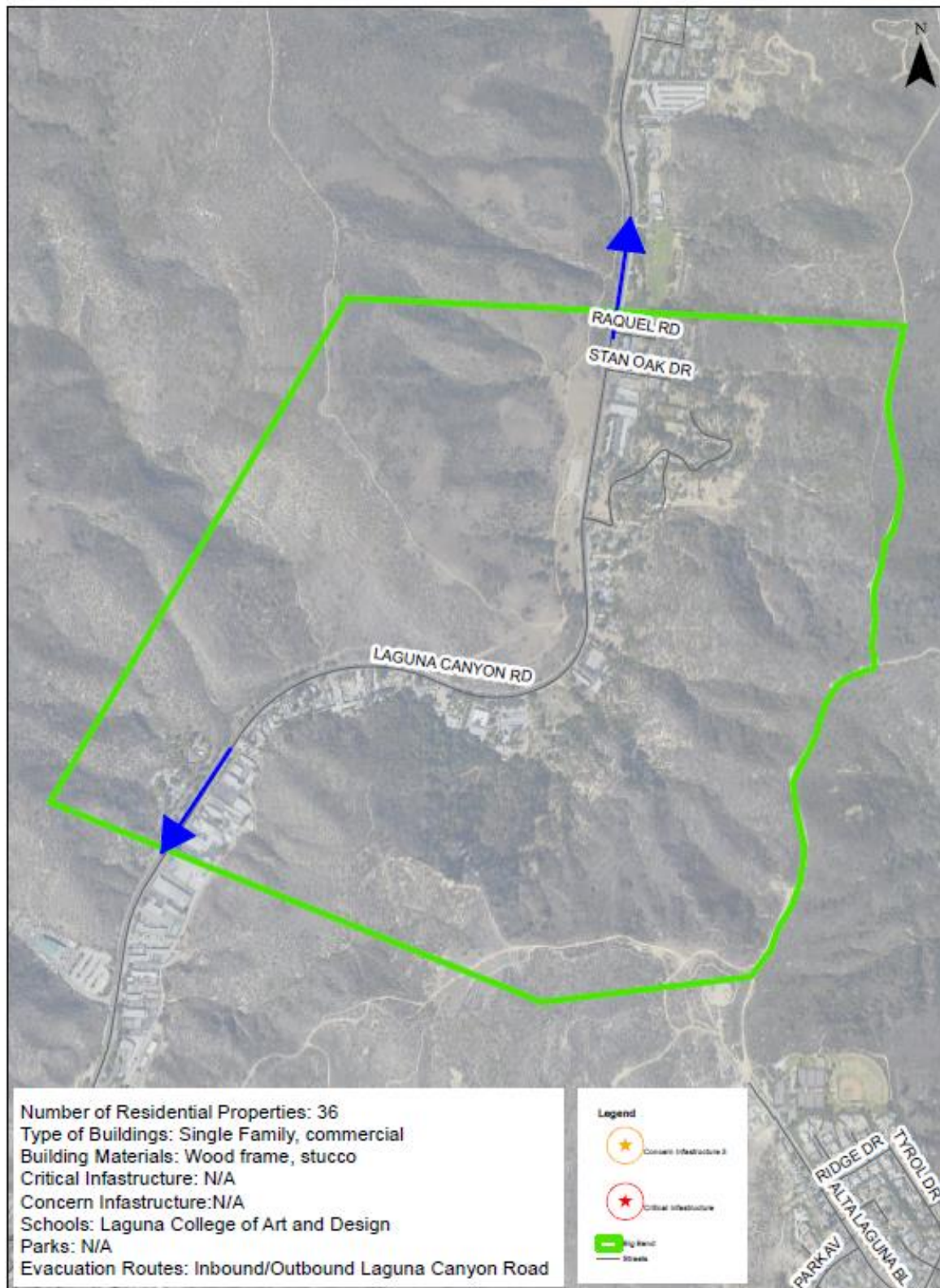
Balboa/Nyes EMZ



Bluebird Canyon EMZ



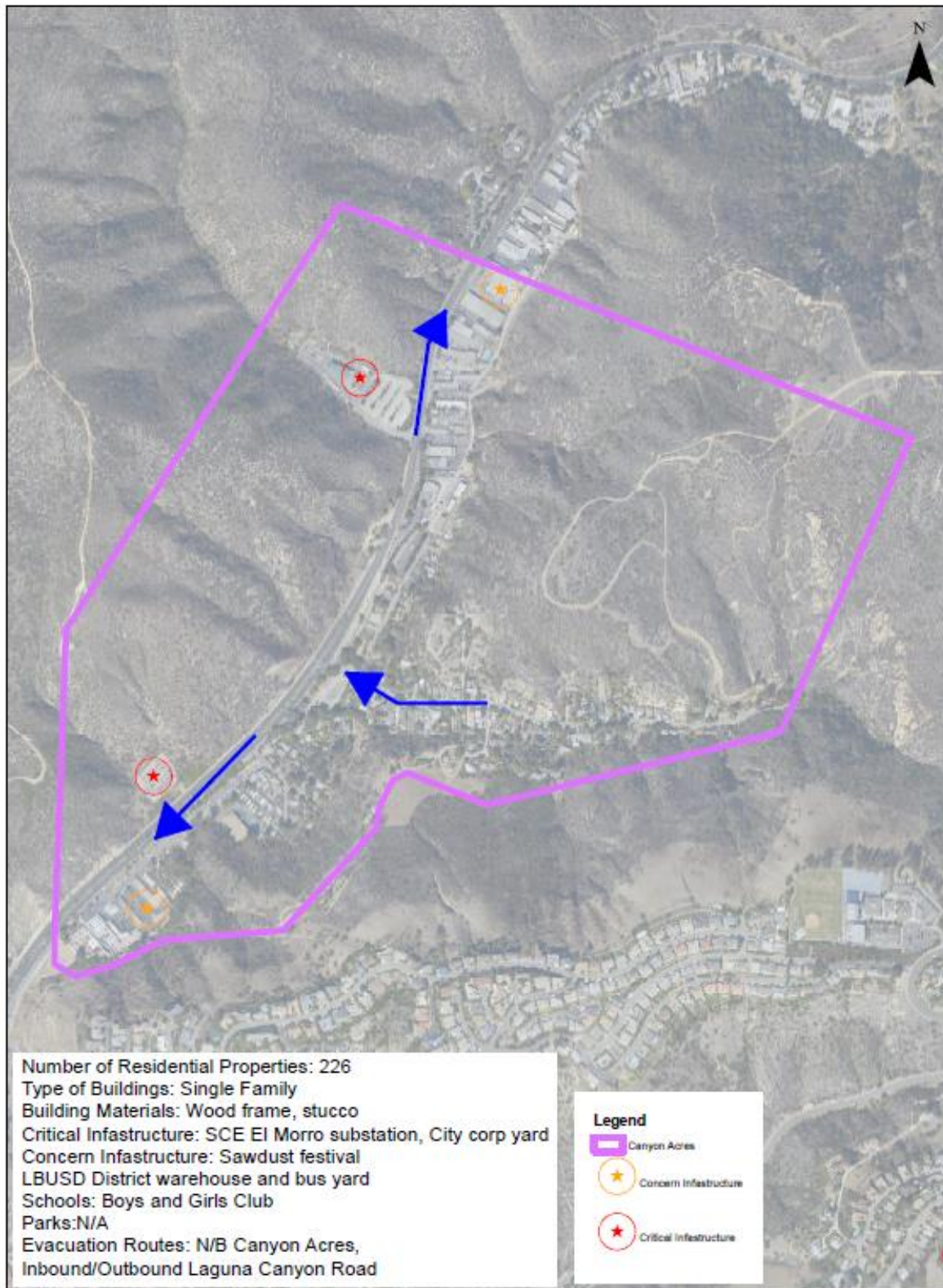
Big Bend EMZ



Boat Canyon EMZ



Canyon Acres EMZ



Ceanothus EMZ



Club Laguna EMZ



North Coast EMZ



Central Coast EMZ



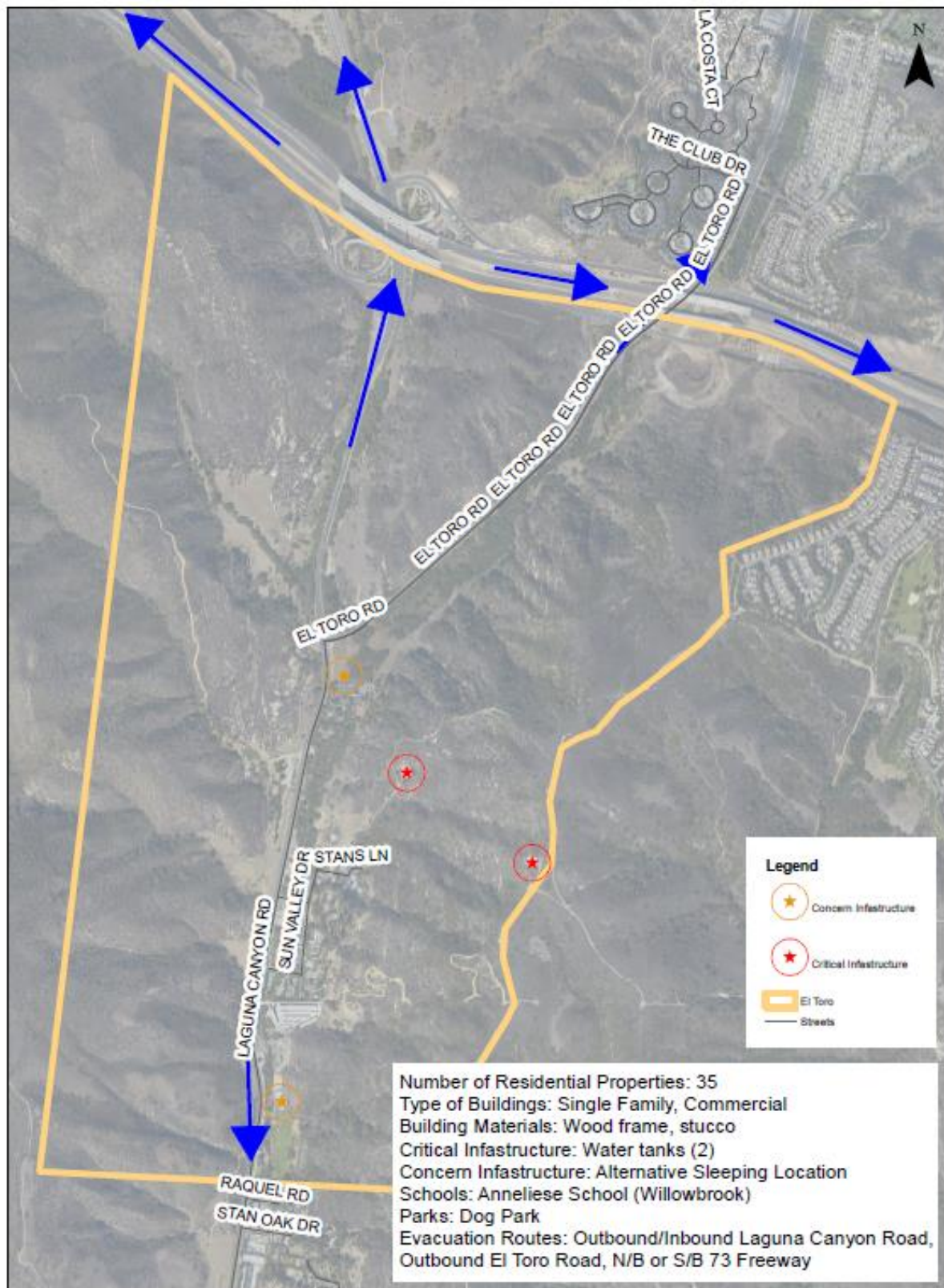
South Coast EMZ



Downtown EMZ



El Toro EMZ



Irvine Cove EMZ



Emerald Bay EMZ



Mar Vista EMZ



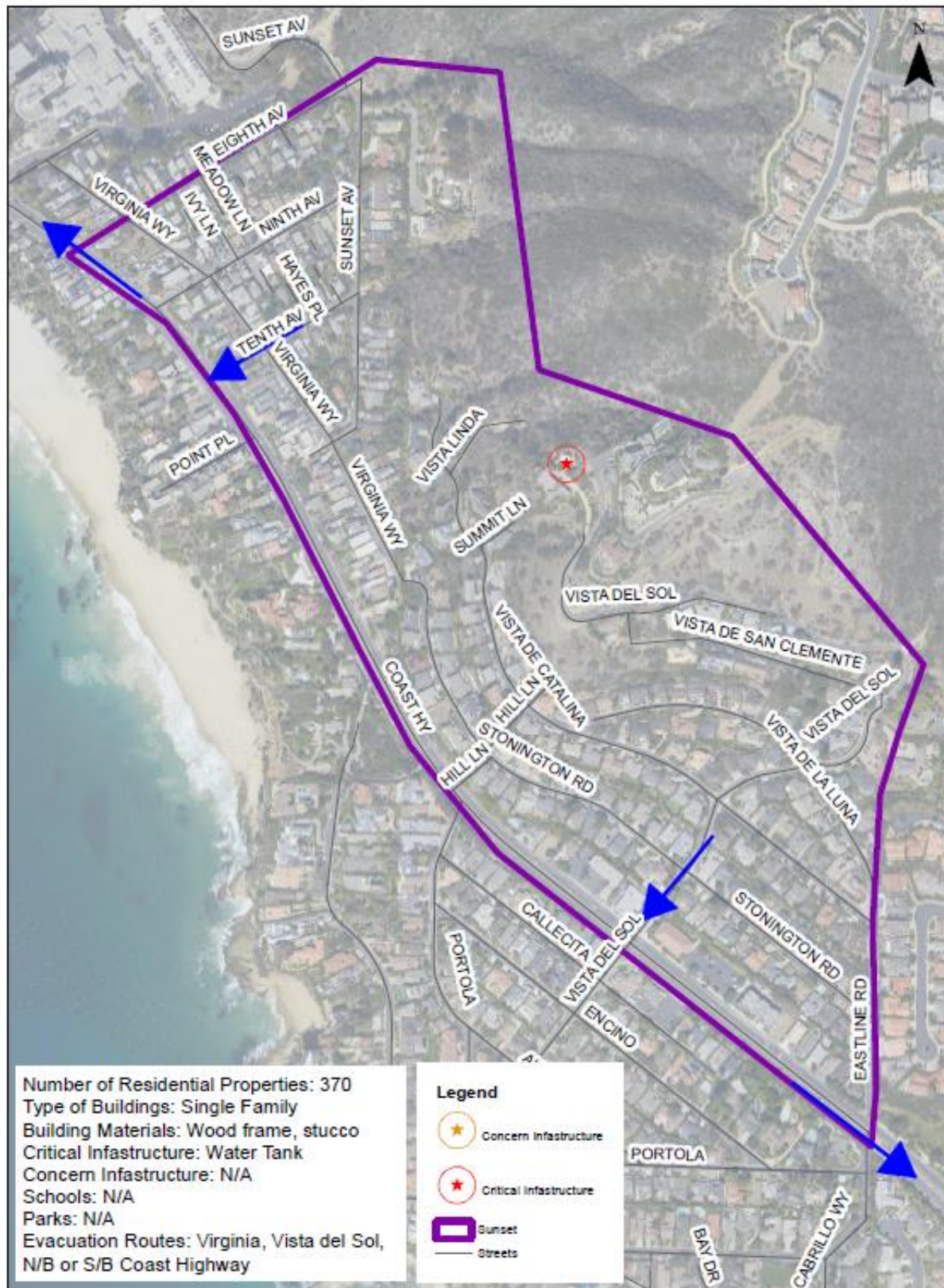
Old Top of the World EMZ



Park Avenue EMZ



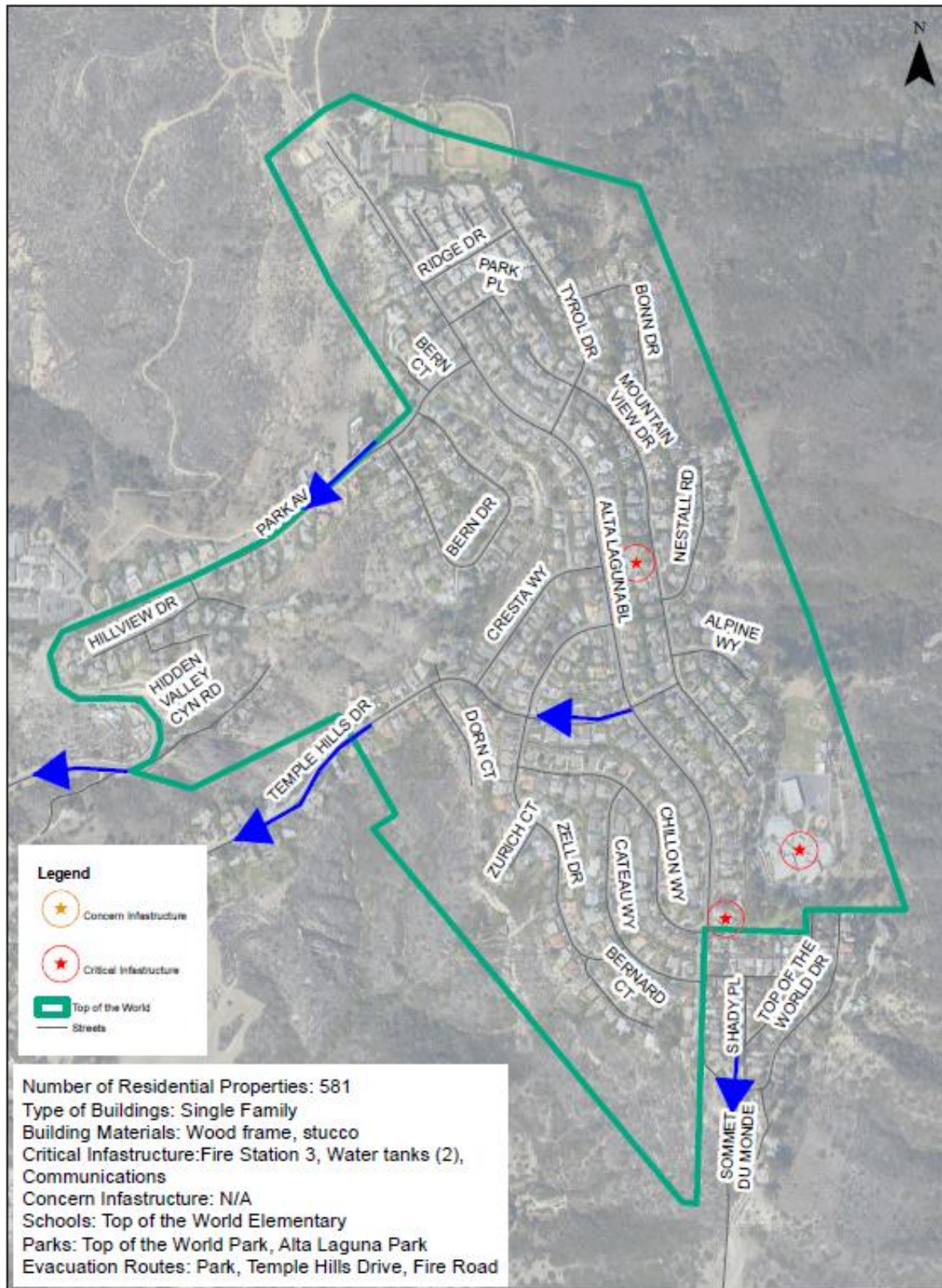
Sunset EMZ



Temple Hills EMZ



Top of the World EMZ



Wesley EMZ



APPENDIX B

CONSULTANT SERVICES AGREEMENT

FOR

Evacuation Time Estimate Study

THIS AGREEMENT is made and entered into this _____ day of , 2__ by and between the City of Laguna Beach, a Municipal Corporation, hereinafter referred to as the "CITY," and __, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT to render certain professional services as more fully identified in Appendix A, Scope of Services, attached hereto and included herein;

WHEREAS, CONSULTANT is qualified and agreeable to render the professional services desired by the CITY;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed and intending to be bound hereby, the parties hereto do mutually agree as follows:

PART I

FUNDAMENTAL TERMS

Article 1. Engagement of CONSULTANT

The CITY hereby agrees to engage CONSULTANT to perform the professional services as hereinafter set forth, and CONSULTANT agrees to perform those services in accordance with the terms and conditions of this Agreement.

Article 2. Scope of Services

In compliance with all terms and conditions of this Agreement, CONSULTANT shall perform all work necessary to complete, in a manner satisfactory to the CITY, the services described and set forth in Appendix A, Scope of Services, attached hereto and by reference incorporated herein and made a part hereof.

Article 3. Time of Performance

The services of CONSULTANT are to commence within _____() days after this Agreement has been approved by the CITY and the CITY has authorized work to start by the written issuance of a Notice to Proceed. The services of CONSULTANT shall be completed by _____.

Article 4. Payment and Limitation of Cost

The CITY shall compensate CONSULTANT for services performed under Article 2, as further defined in Appendix A, in accordance with the following schedule:

In order to receive payments, CONSULTANT shall submit to the CITY an invoice. The invoice will delineate the services performed with specificity, the amount invoiced to date, and such other documentation as may be necessary or requested by the CITY to demonstrate that appropriate progress has been made toward completion of the services.

Adjustments of total cost of services by up to 10% of the original contract amount will be permitted when CONSULTANT establishes, and the CITY agrees in writing, that there has been, or is to be, a significant change in:

- a. The scope, complexity or character of the services to be performed;
- b. the conditions under which the work is required to be performed; or
- c. the duration of work if the change from the time period specified in this Agreement for completion of the work warrants such adjustment in accordance with Part II, Section 3, Paragraph 3.13, Extension of Time for Delay.

Article 5. Attachments

The provision set forth in Part II, General Provisions, and Appendix A, “Scope of Services,” are by reference incorporated herein and made a part hereof.

Article 6. Integration

This Agreement represents the entire understanding of the CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, persons executing this Agreement warrant and represent that they are authorized to do the same on behalf of the parties hereto and are authorized to bind those parties to the terms and conditions of this Agreement.

CITY OF LAGUNA BEACH

By _____

John Pietig, City Manager

ATTEST:

Lisette Chel-Walker, City Clerk

CONSULTANT

By _____

Title_____

Address_____

APPENDIX C

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, CONSULTANT shall perform all work necessary covered by this Agreement in a manner satisfactory to the CITY. This Agreement includes the services described and set forth in Appendix A, Scope of Services, attached hereto and by reference incorporated herein and made a part hereof, which may be referred to as “services.”

1.2 Changes and Additions to Scope of Services. The CITY shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said services. No payment for extra services caused by a change in scope or complexity of work shall be made, unless and until such extra services and a price therefore have been authorized in writing and approved by the CITY. Such written approval shall set forth the changes of work, extension of time for preparation, and adjustment of the fee to be paid by the CITY to CONSULTANT. No claim for said additional work shall be made unless such additional work has been specifically authorized in writing by the CITY.

1.3 Specifications. All specifications, manuals, or standards, either attached to this Agreement or incorporated herein by reference, are deemed to be the version in effect as of the date of this Agreement and are binding as to the performance of the work in this Agreement unless they are changed by written amendment and this Agreement is modified in writing to incorporate such changes. Any changes are subject to CITY approval.

1.4 Standard of Performance. CONSULTANT hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein. In light of such status and experience, CONSULTANT hereby covenants that it shall follow customary good professional standards in performing all services required hereunder and shall perform all work in a manner reasonably satisfactory to the CITY. CONSULTANT shall be responsible to ensure that all work performed, including by its employees if any, is performed to the standards set forth in this Agreement and that such work complies with the requirements of appropriate governmental agencies and applicable laws ordinances, codes and regulations of the federal, state and local governments in effect at the time such services are performed.

Notwithstanding any other provision herein, CONSULTANT agrees to perform all work to the satisfaction of the CITY within the time specified. If the CITY reasonably determines that the work is not satisfactory, the CITY shall have the right to take appropriate action, including but not limited to: (i) meeting with CONSULTANT to review the quality of the work and resolve matters of concern; (ii) requiring CONSULTANT to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to CONSULTANT for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Licenses, Permits, Fees and Assessments. CONSULTANT shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. CONSULTANT shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for

CONSULTANT's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless the CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against the CITY thereunder.

1.6 Personnel. CONSULTANT represents that it employs, or will employ, at its own expense, personnel required in performing the services required under this Agreement. All of the services required hereunder will be performed by CONSULTANT and all personnel engaged in the work shall be fully qualified and be authorized or permitted under state and local law to perform such services. This Agreement contemplates the personal services of CONSULTANT and CONSULTANT's employees, and it is recognized by the parties hereto that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT and CONSULTANT's employees. Neither this Agreement nor any interest therein may be assigned by CONSULTANT, except upon written consent of the CITY.

1.7 Prohibition Against Subcontracting or Assignment. CONSULTANT shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the CITY, and excepting any services identified in Appendix A, Scope of Services, and excepting minor incidental services including, but not limited to couriers and reprographics services. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. In the event of any unapproved transfer, the CITY may void the Agreement at the CITY's option in its sole and absolute discretion.

SECTION TWO: INSURANCE

2.1 Insurance. Without limiting CONSULTANT's indemnification obligations, CONSULTANT shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees, and/or subconsultants. In the event that CONSULTANT subcontracts any portion of the work in compliance with this Agreement, the contract between CONSULTANT and such subconsultant shall require the subconsultant to maintain the same policies of insurance that CONSULTANT is required to maintain pursuant to this Section 2.1. If the existing policies do not meet the Insurance Requirements set forth herein, CONSULTANT agrees to amend, supplement or endorse the policies to do so.

2.1.1 Insurance Coverage Required. *The policies and amounts of insurance required hereunder shall be as follows:*

(1) **General Liability Insurance.** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of CONSULTANT's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage, then the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, then the aggregate shall be double then each occurrence limit.

(2) **Automobile Liability Insurance.** Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a

single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage, then the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

(3) Workers' Compensation Insurance. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease. Said insurance shall cover all employees of CONSULTANT providing any service in the performance of this agreement. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless CONSULTANT's insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Workers' Compensation is not required for sole proprietors or a partnership with no employees. However, for sole proprietors or a partnership, CONSULTANT must complete a "Workers' Compensation Declaration." This form may be obtained from the CITY staff.

(4) Professional Liability Insurance. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

2.1.2 Evidence of Insurance. *CONSULTANT, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the CITY. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the CITY. If such coverage is cancelled or reduced, CONSULTANT shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the CITY evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.*

Original, signed insurance certificates and endorsements must be sent via email from CONSULTANT's insurance broker/agent to the CITY.

The CITY project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:
City of Laguna Beach, California

2.2 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been approved by the City in writing.

2.2.1 *The insurance coverage required by Section 2.1.1 Commercial General Liability shall contain the following provisions or be endorsed to provide the following:*

Additional Insured: *The CITY, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.*

Additional Insured Endorsements shall not:

1. *Exclude "Contractual Liability;"*
2. *Restrict coverage to the "Sole" liability of CONSULTANT;*

3. Exclude "Third-Party-Over-Actions;" and

4. Contain any other exclusions contrary to the Agreement.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

2.2.2 The policy or policies of insurance required by Section 2.1.3 Workers' Compensation shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

2.2.3 Any deductible in excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the CITY.

2.2.4 Acceptable Insurance. Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the CITY.

2.2.5 Insurance of Subconsultants. CONSULTANT shall be responsible for causing subconsultants to maintain the same types and limits of coverage in compliance with this Agreement, including naming the CITY as an additional insured to the subconsultants' policies.

2.3 Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CITY; except twelve (12) days written notice of cancellation shall be provided for non-payment of premium.

2.4 Other Insurance. Such other policies of insurance as may be required in the Special Provisions attached hereto.

2.5 Contractual Liability. Notwithstanding any other provision herein, the coverage provided shall also apply to the obligations assumed by CONSULTANT under the indemnity provisions of this Agreement.

2.6 Claims Made Policies "aka: Tail Coverage." If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Agreement with the CITY and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Agreement. Upon expiration or termination of coverage of required insurance, CONSULTANT shall procure and submit to the CITY evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this Agreement is completed.

2.7 Waiver of Subrogation. Required insurance coverages shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT shall waive all rights of subrogation against the indemnified parties and policies required under this Agreement shall contain or be endorsed to contain such a provision.

2.8 Failure to Maintain Coverage. CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the CITY and provide the CITY written notice of the same within 24 hours of suspending and ceasing all operations. The CITY shall have the right to withhold any payment due CONSULTANT until CONSULTANT has fully complied with the insurance provisions of this Agreement.

In the event that CONSULTANT'S operations are suspended for failure to maintain required insurance coverage, CONSULTANT shall not be entitled to an extension of time for completion of the Work because of production lost during suspension. Failure to maintain the required insurance coverage shall constitute good cause for termination.

SECTION THREE: INDEMNIFICATION

3.1 Indemnification. To the full extent allowed by law, CONSULTANT shall indemnify, defend with counsel acceptable to the CITY, and hold harmless the CITY and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with CONSULTANT's performance of the services provided under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the CITY.

3.1.1 *CONSULTANT's obligation to defend and indemnify shall not be excused because of CONSULTANT's inability to evaluate Liability or because CONSULTANT evaluates Liability and determines that CONSULTANT is not liable to the claimant. CONSULTANT must respond within 30 days to the tender of any claim for defense and indemnity by the CITY, unless this time has been extended by the CITY. If CONSULTANT fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due CONSULTANT under and by virtue of this Agreement as shall reasonably be considered necessary by the CITY, may be retained by the CITY until disposition has been made of the claim or suit for damages, or until CONSULTANT accepts or rejects the tender of defense, whichever occurs first.*

3.1.2 *With respect to third party claims against CONSULTANT, CONSULTANT waives any and all rights of any type to express or implied indemnity against the Indemnitees.*

3.1.3 *Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, such duties of CONSULTANT to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.*

3.1.4 *Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of CONSULTANT to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.*

3.1.5 *If any term or portion of this Section 2.9 is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.*

SECTION FOUR: LEGAL RELATIONS AND RESPONSIBILITIES

4.1 Independent Consultant. It is expressly understood that in the performance of the services under the Agreement, CONSULTANT shall be, and is, an independent CONSULTANT, and is not an agent or employee of the CITY. The CITY shall not in any way or for any purpose become or be deemed to be a partner of CONSULTANT in its business or otherwise, or a joint venturer, or a member of any joint enterprise with CONSULTANT. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the CITY. CONSULTANT has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting CONSULTANT in the performance of required services. CONSULTANT shall be solely responsible and hold the CITY harmless for all matters relating to the payment of CONSULTANT's employees, including compliance with Social Security withholdings and all other regulations governing such matters. Neither CONSULTANT nor any of CONSULTANT's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement or other fringe benefits from the CITY; and neither the CITY nor any of its employees shall be paid by the CITY time and one-half for working in excess of forty (40) hours in any one week. Neither CONSULTANT nor any of CONSULTANT's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

4.2 Non-Discrimination and Equal Employment Opportunity. During its performance under this Agreement, CONSULTANT agrees as follows:

4.2.1 Equal Employment Opportunity. *In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, sexual orientation, AIDS or AIDS-related symptoms (including HIV positive findings), physical disability, mental disability, mental condition, family care leave, sexual orientation, ancestry or national origin. Actions encompassed by this prohibition shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rate of pay, or other forms of compensation; and selection for training, including apprenticeship.*

4.2.2 Sanctions for Noncompliance. *In the event of CONSULTANT's noncompliance with the non-discrimination provisions of this Agreement, CONSULTANT agrees that the CITY shall be authorized to impose such sanctions or penalties as the CITY may determine to be appropriate, including, but not limited to 1) withholding of payments to CONSULTANT hereunder until CONSULTANT complies with all applicable requirements and obligations, and/or 2) cancellation, termination or suspension of the Agreement, in whole or in part.*

4.3 Proprietary Information. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT. All proprietary information developed specifically for the CITY by CONSULTANT in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, but not including CONSULTANT's underlying materials, software, or know-how, shall be the sole and exclusive property of the CITY, and are confidential and shall not be made available to any person or entity without the prior written approval of the CITY. CONSULTANT agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of CONSULTANT's services under this Agreement. CONSULTANT further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from,

the performances of services by CONSULTANT under this Agreement shall be made to the CITY, and that CONSULTANT shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the CITY.

4.4 Use of Patented Materials. CONSULTANT shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by CONSULTANT under this Agreement. CONSULTANT shall indemnify, defend, and save the CITY harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

4.5 Retention of Funds. CONSULTANT hereby authorizes the CITY to deduct from any amount payable to CONSULTANT (where arising out of the Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the CITY for any losses, costs, liabilities or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONSULTANT's negligent acts, errors, or omissions, or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. The CITY in its sole and absolute discretion, may withhold from any payment due to CONSULTANT, without liability for interest, an amount sufficient to cover such claim or any lien. The failure of the CITY to exercise such right to deduct or withhold shall not act as a waiver of CONSULTANT's obligation to pay the CITY any sums CONSULTANT owes the CITY.

4.6 Termination for Convenience of the CITY. The CITY may terminate this Agreement at any time by giving written notice of CONSULTANT of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the CITY, become the CITY's property. If this Agreement is terminated by the CITY as provided herein, then CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

4.7 Termination of Agreement for Cause. In addition to the CITY's rights under Section 3.6, the CITY may, subject to the provisions of Paragraph 3.7.2, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any of the following circumstances: (1) if CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein or any extension thereof; or (2) if CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) days (or such longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

4.7.1 *In the event the CITY terminates this Agreement in whole or in part as provided in this section, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those described in this Agreement.*

4.7.2 *Except with respect to defaults of subconsultants, CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in every case, the failure to perform must be beyond the control of, and without the fault or negligence of CONSULTANT.*

4.7.3 *Upon receipt of notice of termination from the CITY, CONSULTANT shall immediately stop its services, unless otherwise directed, and deliver to the CITY all data, drawing, reports, estimates, summaries and such other information and materials as may have been accumulated by CONSULTANT in the performance of this Agreement, whether completed or in process. Upon termination, CONSULTANT shall be paid the value of the work performed, less payments of compensation previously made.*

4.8 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

4.9 **Legal Actions.** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted or maintained in the Municipal and Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and CONSULTANT agrees to submit to the personal jurisdiction of the court. If any claims related to the performance hereunder be asserted against either party hereto, then the party claimed against shall receive reasonable assistance from the other.

4.10 **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any rights or remedies for the same default or any other default by the other party.

4.11 **Attorneys' Fees.** In any action between the parties hereto seeking enforcement of any of the terms of provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorneys' fees and costs from the other party to this Agreement.

4.12 **Jurisdiction.** This Agreement shall be interpreted in accordance with the statutes and laws of the State of California, the City of Laguna Beach and any other government agency applicable to the subject of this Agreement and the performance hereunder.

4.13 **Non-liability of City Officers and Employees.** No officer, official, employee, agent, representative, or volunteer of the CITY shall be personally liable to CONSULTANT, or any successor in interest, in the event of any default or breach by the CITY, or for any amount which may become due to the CITY or its successor, or for breach of any obligation of terms of this Agreement.

4.14 **Extension of Time for Delay.**

4.14.1 *If the work is delayed at any time by reason of a suspension ordered by the CITY or because of any other act of the CITY, or because of neglect by the CITY without contributory fault or neglect on the part of CONSULTANT, or if the work should be delayed at any time by reason of strikes, acts of God, the public enemy, acts of the CITY, fire, floods, epidemics, quarantine restrictions, freight embargoes, abnormal force, violence of the elements,*

or for any other unforeseen cause beyond the control and without the fault or negligence of CONSULTANT, or for any other reason which in the opinion of CONSULTANT is proper justification for such delay, then CONSULTANT shall be entitled to an extension of time equivalent to the time actually lost by such delay.

4.14.2 CONSULTANT shall file a written request with the CITY for extension of time within ten (10) days following the beginning of such delay, and failure to do so shall constitute a waiver thereof, provided that in case of a continuing cause of delay, only one claim will be necessary. The CITY shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY such delay is justified. The CITY's determination shall be in writing and be final and conclusive upon the parties to this Agreement.

4.14.3 A request for an extension of time or the granting of an extension of time shall not constitute a basis for any claim against the CITY for additional compensation. CONSULTANT shall be deemed to have waived any claims for additional compensation and does hereby so waive any such claims unless he shall, at the time of filing a request for an extension of time, likewise file a claim for additional compensation on account of such delay.

4.15 Interests of Members of the CITY and Others. To the extent prohibited by applicable law, no officer, member or employee of the CITY and no member of its governing body nor other public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work, shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she has, directly or indirectly, any interest; or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof during his or her tenure or for one year thereafter.

4.16 Interest of CONSULTANT. CONSULTANT hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect which would conflict in any manner or degree or be inconsistent with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work no person having any such interest shall be employed.

4.17 Covenant Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the making of this Agreement. In the event of a 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 compensation or consideration due CONSULTANT, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

4.18 Compliance with California Unemployment Insurance Code Section 1088.8. If CONSULTANT is a Sole Proprietor, then prior to signing the Agreement, CONSULTANT shall provide to the CITY a completed and signed form W-9, Request for Taxpayer Identification Number and Certification. CONSULTANT understands that pursuant to California Unemployment Insurance Code Section 1088.8, the CITY will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

SECTION FIVE: MISCELLANEOUS PROVISIONS

5.1 Records and Audits. CONSULTANT shall maintain complete and accurate records with respect to services performed (including, but not limited to, the identity of the person doing the work, a description by date and person of the work performed, and the amount of time expended on such work) and costs incurred under this Agreement. CONSULTANT shall also maintain its records supporting its cost proposals used and relied on to enter into this Agreement. CONSULTANT shall maintain records to show actual time and allowable costs with respect to each task set forth in the “Scopes of Services.” All such records shall be maintained on a generally accepted accounting basis and shall be clearly identifiable. CONSULTANT shall submit to the CITY such progress reports and final reports in the manner and time set forth in Appendix B attached hereto and by reference incorporated herein. The final report and CONSULTANT’s work product shall become the property of the CITY. All records required to be maintained hereunder shall be maintained by CONSULTANT for a period of five (5) years.

5.2 Access to Records. The CITY shall have access, upon reasonable notice, to the books and records of CONSULTANT related to CONSULTANT’s performance of this Agreement in the event any audit is required. CONSULTANT shall allow inspection of all work data, documents, proceedings and activities related to the Agreement, and CONSULTANT’s performance hereunder, for a period of one (1) year from the date of final payment under this Agreement.

5.3 Ownership of Records. All drawings, original documents, methodological explanations, computer programs, designs and reports and other materials prepared by CONSULTANT in this performance of this Agreement (i) shall be the property of the CITY and shall be delivered at no cost to the CITY upon request of the CITY or upon the termination of this Agreement in accordance with accepted standards relating to public contracts, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of the CITY. Any additional copies will be the responsibility of the CITY.

5.4 Notices. Unless otherwise provided herein, any notices required to be given under the Agreement shall be in writing with copies as directed herein and shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a mail document delivery service shall be effective upon receipt. Any notice given by mail shall be deemed to have been given when deposited in the United States mails certified and postage prepaid, addressed to the party to be served as follows:

To CITY: City of Laguna Beach

Attn: Jordan Villwock

505 Forest Avenue

Laguna Beach, CA 92651

Notices to CONSULTANT shall be delivered to the address set forth below CONSULTANT’s signature on Part I of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.4.

5.5 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, then the remainder of this Agreement shall continue in full force.

5.6 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

5.7 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

5.8 Extent of Agreement. This Agreement represents the entire integrated agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations of agreements, either written or oral. This Agreement may not be modified or amended except by a writing signed by both the CITY and CONSULTANT.

5.9 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement (“Special Provisions”).

5.10 Precedence. In the event of any discrepancy between Part I (“Fundamental Terms”) and Part II (“General Provisions”), Part II shall take precedence and prevail over Part I. Part III shall take precedence and prevail over Part I and Part II.

5.11 Compliance with Laws. CONSULTANT warrants and represents to CITY that it shall comply with all applicable statutes, standards, rules, and regulation required by Federal, State, and local agencies, including compliance with CAL/OSHA requirements as may be applicable.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: DRAFT OF CITY ORDINANCE IMPLEMENTING SENATE BILL (SB) 9.

DATE: October 25, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive report from City Attorney.

ATTACHMENTS:

[Draft Ordinance Implementing SB 9-c1-SUPPLEMENTAL.pdf](#)

EXHIBIT A

TITLE 16 (SUBDIVISIONS)

CHAPTER 16.50 URBAN LOT SPLITS

Section 16.50.010 Purpose

The purpose of this chapter is to allow and appropriately regulate urban lot splits in accordance with Government Code section 66411.7.

Section 16.50.020 Definition

An “urban lot split” means a the subdivision of an existing, legally subdivided lot into two lots in accordance with the requirements of this section.

Section 16.50.030 Application

- (1) Only individual property owners may apply for an urban lot split. “Individual property owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. “Individual property owner” does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).
- (2) An application for an urban lot split must be submitted on the city’s approved form. Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
- (3) The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

Section 16.50.040 Approval

- (1) An application for a parcel map for an urban lot split is approved or denied ministerially, by the planning director or his or her designee, without discretionary review.
- (2) A tentative parcel map for an urban lot split is approved ministerially if it complies with all the requirements of this section. The tentative parcel map may not be recorded. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restriction and easements. The tentative parcel map expires three months after approval.

- (3) The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.
- (4) The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

Section 16.50.050 Requirements

- (a) An urban lot split must satisfy each of the following requirements:

- (1) **Map Act Compliance.**

- (A) The urban lot split must conform to all applicable objective requirements of the Subdivision Map Act (Gov. Code § 66410 et. seq., "SMA"), including implementing requirements in this code, except as otherwise expressly provided in this section.
 - (B) If an urban lot split violates any part of the SMA, the city's subdivision regulations, including this section, or any other legal requirement:
 - (i) The buyer or grantee of a lot that is created by the urban lot split has all the remedies available under the SMA, including but not limited to an action for damages or to void the deed, sale, or contract.
 - (ii) The city has all the remedies available to it under the SMA, including but not limited to the following:
 - (I) An action to enjoin any attempt to sell, lease, or finance the property.
 - (II) An action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
 - (III) Criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000, or both; or a misdemeanor.
 - (IV) Record a notice of violation.
 - (V) Withhold any or all future permits and approvals.
 - (C) Notwithstanding section 66411.1 of the SMA, no dedication of rights-of-way or construction of offsite improvements is required for an urban lot split.
- (2) **Zone.** The lot to be split is in a single-family residential zone.

(3) **Lot Location.**

- (A) The lot to be split is not located on a site that is any of the following:
- (i) Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 - (ii) A wetland.
 - (iii) Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 - (iv) A hazardous waste site that has not been cleared for residential use.
 - (v) Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
 - (vi) Within a 100-year flood hazard area, unless the site has either:
 - (I) been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - (II) meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.
 - (vii) Within a regulatory floodway, unless all development on the site has received a no-rise certification.
 - (viii) Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
 - (ix) Habitat for protected species.
 - (x) Land under conservation easement.
- (B) The purpose of subpart (3)(A) above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)
- (4) **Not Historic.** The lot to be split must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor

may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.

(5) **No Prior Urban Lot Split.**

- (A) The lot to be split was not established through a prior urban lot split.
- (B) The lot to be split is not adjacent to any lot that was established through a prior urban lot split by the owner of the lot to be split or by any person acting in concert with the owner.

(6) **No Impact on Protected Housing.** The urban lot split must not require or include the demolition or alteration of any of the following types of housing:

- (A) Housing that is income-restricted for households of moderate, low, or very low income.
- (B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
- (C) Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.
- (D) Housing that has been occupied by a tenant in the last three years. The applicant and the owner of a property for which an urban lot split is sought must provide a sworn statement as to this fact with the application for the parcel map. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

(7) **Lot Size.**

- (A) The lot to be split must be at least 2,400 square feet.
- (B) The resulting lots must each be at least 1,200 square feet.
- (C) Each of the resulting lots must be between 60 percent and 40 percent of the original lot area.

(8) **Easements.**

- (A) The owner must enter into an easement agreement with each public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.

- (B) Each easement must be shown on the tentative parcel map.
- (C) Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property before the final map may be approved, in accordance with Section 16.50.040.

(9) **Lot Access.**

- (A) Each resulting lot must adjoin the right of way.
- (B) Each resulting lot must have frontage on the right of way of at least 12.5 feet.

(10) **Unit Standards.**

- (A) **Quantity.** No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, “unit” means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under Chapter 17.45 of this code, an ADU, or a JADU

- (B) **Unit Size.**

- (i) The total floor area of each primary dwelling that is developed on a resulting lot must be
 - (I) less than or equal to 800 and
 - (II) more than 500 square feet.
 - (ii) A primary dwelling that was legally established prior to the urban lot split and that is larger than 800 square feet is limited to the lawful floor area at the time of the urban lot split. It may not be expanded.
 - (iii) A primary dwelling that was legally established prior to the urban lot split and that is smaller than 800 square feet may be expanded to 800 square feet after the urban lot split.

- (C) **Height Restrictions.**

- (i) On a resulting lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.
 - (ii) On a resulting lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height,

measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the setback.

- (iii) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot resulting from an urban lot split.

- (D) **Proximity to Stable and Corral Site.** A primary dwelling unit is a residential structure that shall be located a minimum of thirty-five feet from any stable, corral, and related animal keeping uses and structures as required in Chapter 17.18. This standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.
- (E) **Lot Coverage.** All structures as defined in Section 17.16.070 on a lot shall not cover more than twenty percent of the net lot area. All structures and all other impervious surfaces as defined in Section 17.16.070 on a lot shall not cover more than thirty-five percent of the net lot area. These lot coverage standards are only enforced to the extent that they do not prevent two primary dwelling units on the lot at 800 square feet each.
- (F) **Open Space.** No development pursuant to this Chapter may cause the total percentage of open space of the lot fall below fifty percent. This open space standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.
- (G) **Setbacks.**
 - (i) **Generally.** All setbacks must conform to those objective setbacks that are imposed through the underlying zone.
 - (ii) **Exceptions.** Notwithstanding subpart (10)(G) above:
 - (I) **Existing Structures.** No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.
 - (II) **800 sf; four-foot side and rear.** The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

- (iii) **Front Setback Area.** Notwithstanding any other part of this code, dwellings that are constructed after an urban lot split must be at least 30 feet from the front property lines. The front setback area must:
 - (I) be kept free from all structures greater than three feet high;
 - (II) be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;
 - (III) allow for vehicular and fire-safety access to the front structure.
- (H) **Parking.** Each new primary dwelling unit that is built on a lot after an urban lot split must have at least one off-street parking space per unit unless one of the following applies:
 - (i) The lot is located within one-half mile walking distance of either
 - (I) a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or
 - (II) a site that contains
 - (ia) an existing rail or bus rapid transit station,
 - (ib) a ferry terminal served by either a bus or rail transit service, or
 - (ic) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
 - (ii) The site is located within one block of a car-share vehicle location.
- (I) **Architecture.**
 - (i) Architecture is limited to white California ranch style homes with three-rail fences.
 - (ii) If there is a legal primary dwelling on the lot that was established before the urban lot split, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.

- (iii) If there is no legal primary dwelling on the lot before the urban lot split, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
 - (iv) All exterior lighting must be limited to down-lights.
 - (v) No window or door of a dwelling that is constructed on the lot after the urban lot split may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
 - (vi) If a dwelling is constructed on a lot after an urban lot split and any portion of the dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.
- (J) **Landscaping.** Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:
- (i) At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24" box size plant shall be provided for every ten linear feet of exterior wall.
 - (ii) Plant specimens must be at least eight feet tall when installed. As an alternative, a solid fence of at least eight feet in height may be installed.
 - (iii) All landscaping must be drought-tolerant.
 - (iv) All landscaping must be from the city's approved plant list.
- (K) **Nonconforming Conditions.** An urban lot split may be approved without requiring a legal nonconforming zoning condition to be corrected.
- (L) **Utilities.**
- (i) Each primary dwelling unit on the resulting lots must have its own direct utility connection to the utility service provider.
 - (ii) Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five

years or, if the percolation test has been recertified, within the last 10 years.

- (M) **Building & Safety.** All structures built on the lot must comply with all current local building standards. An urban lot split is a change of use.

(11) **Fire-Hazard Mitigation Measures.**

- (A) A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:
 - (i) It must have direct access to a public right of way with a paved street with a width of at least 40 feet. The public right of way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.
 - (ii) All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.
 - (iii) All enclosed structures on the site must have fire sprinklers.
 - (iv) All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public right of way or of an onsite fire hydrant or standpipe.
 - (v) If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.
- (B) Prior to submitting an application for an urban lot split, the applicant must obtain a certificate of compliance with all applicable fire-hazard mitigation measures in accordance with this subpart (11). The city or its authorized agent must inspect the site, including all structures on the site, and certify as to its compliance. The certificate must be included with the application. The applicant must pay the city's costs for inspection. Failure to pay is grounds for denying the application.

(12) **Separate Conveyance.**

- (A) Within a resulting lot.
 - (i) Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.
 - (ii) Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an urban lot split.

(iii) All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.

(B) Between resulting lots. Separate conveyance of the resulting lots is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, the owner must record appropriate CC&Rs, easements, or other documentation that is necessary to allocate rights and responsibility between the owners of the two lots.

(13) **Regulation of Uses.**

(A) **Residential-only.** No non-residential use is permitted on any lot created by urban lot split.

(B) **No STRs.** No dwelling unit on a lot that is created by an urban lot split may be rented for a period of less than 30 days.

(C) **Owner Occupancy.** The applicant for an urban lot split must sign an affidavit stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal residence for a minimum of three years after the urban lot split is approved.

(14) **Notice of Construction.**

(A) At least 30 business days before starting any construction of a structure on a lot created by an urban lot split, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:

(i) Notice that construction has been authorized,

(ii) The anticipated start and end dates for construction,

(iii) The hours of construction,

(iv) Contact information for the project manager (for construction-related complaints), and

(v) Contact information for the Building & Safety Department.

(B) This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice

requirement is purely to promote neighborhood awareness and expectation.

- (15) **Deed Restriction.** The owner must record a deed restriction, acceptable to the city, that does each of the following:
- (A) Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
 - (B) Expressly prohibits any non-residential use of the lots created by the urban lot split.
 - (C) Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
 - (D) States that the property is formed by an urban lot split and is therefore subject to the city's urban lot split regulations, including all applicable limits on dwelling size and development.

(b) **Specific Adverse Impacts.**

- (1) Notwithstanding anything else in this section, the city may deny an application for an urban lot split if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
- (2) "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
- (3) The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

TITLE 17 (ZONING)

CHAPTER 17.45 (TWO-UNIT PROJECTS)

17.45.010 Purpose

The purpose of this section is to allow and appropriately regulate two-unit projects in accordance with Government Code section 65852.21.

17.45.020 Definition

A “two-unit project” means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this section.

17.45.030 Application

- (1) Only individual property owners may apply for a two-unit project. “Individual property owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. “Individual property owner” does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).
- (2) An application for a two-unit project must be submitted on the city’s approved form.
- (3) The applicant must obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.
- (4) Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
- (5) The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

17.45.040 Approval

- (1) An application for a two-unit project is approved or denied ministerially, by the planning director or his or her designee, without discretionary review.
- (2) The ministerial approval of a two-unit project does not take effect until the city has confirmed that the required documents have been recorded, such as the deed restriction and easements.
- (3) The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.
- (4) The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys’ fees and costs associated with enforcing the requirements of this code.

17.45.050 Requirements

- (a) A two-unit project must satisfy each of the following requirements:
 - (1) **Map Act Compliance.** The lot must have been legally subdivided.
 - (2) **Zone.** The lot is in a single-family residential zone.
 - (3) **Lot Location.**
 - (A) The lot is not located on a site that is any of the following:
 - (i) Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 - (ii) A wetland.
 - (iii) Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 - (iv) A hazardous waste site that has not been cleared for residential use.
 - (v) Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
 - (vi) Within a 100-year flood hazard area, unless the site has either:
 - (I) been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - (II) meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.
 - (vii) Within a regulatory floodway, unless all development on the site has received a no-rise certification.
 - (viii) Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
 - (ix) Habitat for protected species.
 - (x) Land under conservation easement.

- (B) The purpose of subpart (3)(A) above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)
- (4) **Not Historic.** The lot must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.
- (5) **No Impact on Protected Housing.** The two-unit project must not require or include the demolition or alteration of any of the following types of housing:
 - (A) Housing that is income-restricted for households of moderate, low, or very low income.
 - (B) Housing that is subject to any form of rent or price control through a public entity’s valid exercise of its police power.
 - (C) Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.
 - (D) Housing that has been occupied by a tenant in the last three years.
Optional: The applicant and the owner of a property for which a two-unit project is sought must provide a sworn statement as to this fact with the application for the parcel map. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.
- (6) **Unit Standards.**
 - (A) **Quantity.**
 - (i) No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, “unit” means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under this section of this code, an ADU, or a JADU.
 - (ii) A lot that is not created by an urban lot split may have a two-unit project under this section, plus any ADU or JADU that must be allowed under state law and the city’s ADU ordinance.

(B) **Unit Size.**

- (i) The total floor area of each primary dwelling built that is developed under this section must be
 - (I) less than or equal to 800 and
 - (II) more than 500 square feet.
- (ii) A primary dwelling that was legally established on the lot prior to the two-unit project and that is larger than 800 square feet is limited to the lawful floor area at the time of the two-unit project. The unit may not be expanded.
- (iii) A primary dwelling that was legally established prior to the two-unit project and that is smaller than 800 square feet may be expanded to 800 square feet after or as part of the two-unit project.

(C) **Height Restrictions.**

- (i) On a lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.
- (ii) On a lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the setback.
- (iii) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a two-unit project.

(D) **Demo Cap.** The two-unit project may not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last three years.

(E) **Lot Coverage.** All structures as defined in Section 17.16.070 on a lot shall not cover more than twenty percent of the net lot area. All structures and all other impervious surfaces as defined in Section 17.16.070 on a lot shall not cover more than thirty-five percent of the net lot area. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

(F) **Open Space.** No development pursuant to this Chapter may cause the total percentage of open space of the lot fall below fifty percent. This open

space standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

(G) **Setbacks.**

(i) **Generally.** All setbacks must conform to those objective setbacks that are imposed through the underlying zone.

(ii) **Exceptions.** Notwithstanding subpart (a)(6)(G) above:

(I) **Existing Structures.** No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(II) **800 sf; four-foot side and rear.** The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

(iii) **Front Setback Area.** Notwithstanding any other part of this code, dwellings that are constructed under this section must be at least 30 feet from the front property lines. The front setback area must:

(I) be kept free from all structures greater than three feet high;

(II) be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;

(III) allow for vehicular and fire-safety access to the front structure.

(H) **Parking.** Each new primary dwelling unit must have at least one off-street parking space per unit unless one of the following applies:

(i) The lot is located within one-half mile walking distance of either

(I) a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or

(II) a site that contains

(ia) an existing rail or bus rapid transit station,

- (ib) a ferry terminal served by either a bus or rail transit service, or
 - (ic) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
- (ii) The site is located within one block of a car-share vehicle location.

(I) **Architecture.**

- (i) Architecture is limited to white California ranch style homes with three-rail fences.
- (ii) If there is a legal primary dwelling on the lot that was established before the two-unit project, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- (iii) If there is no legal primary dwelling on the lot before the two-unit project, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- (iv) All exterior lighting must be limited to down-lights.
- (v) No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- (vi) If any portion of a dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

(J) **Landscaping.** Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:

- (i) At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24" box size plant shall be provided for every ten linear feet of exterior wall.

- (ii) Plant specimens must be at least eight feet tall when installed. As an alternative, a solid fence of at least eight feet in height may be installed.
 - (iii) All landscaping must be drought-tolerant.
 - (iv) All landscaping must be from the city's approved plant list.
- (K) **Nonconforming Conditions.** A two-unit project may only be approved if all nonconforming zoning conditions are corrected.
- (L) **Utilities.**
 - (i) Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.
 - (ii) Each primary dwelling unit on the lot that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- (M) **Building & Safety.** All structures built on the lot must comply with all current local building standards. A project under this section is a change of use and subjects the whole of the lot, and all structures, to the city's current code.
- (7) **Fire-Hazard Mitigation Measures.** A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:
 - (A) It must have direct access to a public right of way with a paved street with a width of at least 40 feet. The public right of way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.
 - (B) All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.
 - (C) All enclosed structures on the site must have fire sprinklers.
 - (D) All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public right of way or of an onsite fire hydrant or standpipe.
 - (E) If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.

(8) **Separate Conveyance.**

- (A) Primary dwelling units on the lot may not be owned or conveyed separately from each other.
- (B) Condominium airspace divisions and common interest developments are not permitted within the lot.
- (C) All fee interest in the lot and all the dwellings must be held equally and undivided by all individual property owners.

(9) **Regulation of Uses.**

- (A) **Residential-only.** No non-residential use is permitted on the lot.
- (B) **No STRs.** No dwelling unit on the lot may be rented for a period of less than 30 days.
- (C) **Owner Occupancy.** Unless the lot was formed by an urban lot split, the individual property owners of a lot with a two-unit project must occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

(10) **Notice of Construction.**

- (A) At least 30 business days before starting any construction of a two-unit project, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 - (i) Notice that construction has been authorized,
 - (ii) The anticipated start and end dates for construction,
 - (iii) The hours of construction,
 - (iv) Contact information for the project manager (for construction-related complaints), and
 - (v) Contact information for the Building & Safety Department.
- (B) This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

- (11) **Deed Restriction.** The owner must record a deed restriction, acceptable to the city, that does each of the following:
- (A) Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
 - (B) Expressly prohibits any non-residential use of the lot.
 - (C) Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
 - (D) If the lot is not created by an urban lot split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.
 - (E) States that the property is formed by an urban lot split and is therefore subject to the city's urban lot split regulations, including all applicable limits on dwelling size and development.

(b) **Specific Adverse Impacts.**

- (1) Notwithstanding anything else in this section, the city may deny an application for a two-unit project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
- (2) "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
- (3) The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

(c) **Remedies.**

If a two-unit project violates any part of this code or any other legal requirement:

- (1) The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.
- (2) The city may:

- (A) Bring an action to enjoin any attempt to sell, lease, or finance the property.
- (B) Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
- (C) Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000, or both; or a misdemeanor.
- (D) Record a notice of violation.
- (E) Withhold any or all future permits and approvals.
- (F) Pursue all other administrative, legal, or equitable remedies that are allowed by law or the city's code.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.A

Mtg. Date: 10/25/2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

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

DATE: October 25, 2021

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS: