



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521

AGENDA

Regular City Council Meeting

CITY COUNCIL

Monday, February 24, 2025

CITY OF ROLLING HILLS

7:00 PM

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.rolling-hills.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://www.rolling-hills.org/government/agenda/index.php>

Next Resolution No. 1385

Next Ordinance No. 386

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

- 4.A. [RECEIVE AN FILE A PRESENTATION ON USE OF PROPANE TANKS WITHIN CITY LIMITS FROM LOS ANGELES COUNTY FIRE DEPARTMENT](#)
RECOMMENDATION: Receive and file.

5. APPROVE ORDER OF THE AGENDA

This is the appropriate time for the Mayor or Councilmembers to approve the agenda as is or reorder.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Blue folder (supplemental) items are additional back up materials to administrative reports, changes to the posted agenda packet, and/or public comments received after the printing and distribution of the agenda packet for receive and file.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

8. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any Councilmember may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has

not been pulled by Councilmembers for discussion.

- 8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 24, 2025

RECOMMENDATION: Approve.

[CL_AGN_250224_CC_AffidavitofPosting.pdf](#)

- 8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

RECOMMENDATION: Approve.

- 8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 10, 2025 REGULAR MEETING

RECOMMENDATION: Approve as presented.

[CL_MIN_250210_CC_F.pdf](#)

- 8.D. PAYMENT OF BILLS

RECOMMENDATION: Approve as presented.

[CL_AGN_250224_CC_PaymentOfBills_E.pdf](#)

- 8.E. APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR A ONE-YEAR EXTENSION FOR CODE ENFORCEMENT SERVICES

RECOMMENDATION: Approve as presented.

[CA_AGR_250224_4Leaf_Amendment02_F.pdf](#)

[CA_AGR_240226_PSA_Amendment01_4LEAF_signed.pdf](#)

[CA_AGR_230123_4Leaf_OnCall_CE_ContractServices_E.pdf](#)

- 8.F. CONSIDER AND APPROVE THE PLANNED EXPENDITURES FOR FISCAL YEAR 2025-2026 SAFE, CLEAN WATER (MEASURE W) MUNICIPAL PROGRAM FUNDS FOR SUBMISSION TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

RECOMMENDATION: Approve as presented.

[ATTACHMENT A PW_STW_250224_SCW_Budget_FY25-26.pdf](#)

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

- 10.A. RECEIVE AND FILE ZONING CASE NO. 24-027: VARIANCE FOR RESIDENTIAL ADDITION TO ENCROACH INTO THE SETBACK LOCATED AT 15 FLYING MANE ROAD, ROLLING HILLS, CA 90274, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 54-SF) (MOLLURA & ROGERS)

RECOMMENDATION:

Receive and file.

[Attachment 1 - PL_ADR_250102_15FlyingManeRd_ZC24-027_RadiusMap_.pdf](#)

[Attachment 2 - PL_ADR_250116_15FlyingManeRd_ZC24-027_DevelopmentTable.pdf](#)

Attachment 3 - 250116_15FlyingManeRoad_ZC24-027_Geographic Information System GIS Vicinity Map_1.21.25_P.pdf
Attachment 4 - PL_ADR_15FlyingManeRd_ZC24-027_250116_ProximityMap.pdf
Attachment 5 - 2025-01_PC_Resolution_15FlyingManeRd_ZC24-027_Rogers_F_A_E.pdf
Attachment 6 - ArchitecturalPlans.pdf

11. PUBLIC HEARINGS

12. OLD BUSINESS

13. NEW BUSINESS

- 13.A. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES FOR ANNUAL TMDL TRASH MONITORING AND REPORTING AS REQUIRED BY THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

RECOMMENDATION: Approve as presented.

Attachment A - CA_AGR_250224_JLHA_F.pdf

Attachment B - CA_AGR_250224_JLHA_Trash_TMDL_Proposal.pdf

- 13.B. FISCAL YEAR 2024/25 MID-YEAR REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2024

RECOMMENDATION: Receive and file the mid-year report for the six months ended December 31, 2024.

Attachment A - CL_AGN_250224_CC_NarrativeAnalysis.pdf

Attachment B - CL_AGN_250224_CC_GF_BudgetSummary.pdf

Attachment C - CL_AGN_250224_CC_GF_Revenues.pdf

Attachment D - CL_AGN_250224_CC_GF_Expenditures.pdf

Attachment E - CL_AGN_250224_CC_RestrictedFunds.pdf

Attachment F - CL_AGN_250224_CC_GF_BudgetAmendments.pdf

- 13.C. CONSIDERATION OF WAIVER OF DIRECT ASSESSMENTS FOR REFUSE

RECOMMENDATION: Provide direction to staff regarding the waiver of direct assessments for refuse services for any properties that receive property tax relief from the County of Los Angeles Assessor's Office.

14. MATTERS FROM THE CITY COUNCIL

- 14.A. CONSIDERATION OF ESTABLISHING POLICIES TO PREVENT FRAUDULENT ACTIVITY (MAYOR PRO TEMÂ DIERINGER)

RECOMMENDATION: Direct Staff on the preferred approach to strengthening the City of Rolling Hills' financial policies and procedures.

Attachment A - RH FN_Investment Policy.pdf

Attachment B - RH FN_POL_221010_AdminProcedures_BudgetDebtPolicies.pdf

Attachment C - FN_Agency Samples.pdf

- 14.B. RECEIVE AND FILE A PRESENTATION ON THE STATUS OF EMERGENCY GENERATOR USE WITHIN CITY LIMITS, DUE TO THE RECENT UTILITY SHUT OFFS

RECOMMENDATION: Receive and file. Provide direction to staff.

Attachment A - CL_AGN_250108_CC_NoiseLevels&Generators.pdf

- 14.C. RECEIVE AND FILE A SUMMARY REPORT ON PREVIOUS FIRE FUEL COMMITTEE DISCUSSION, RECOMMENDATIONS AND/OR ACTIONS (COUNCILMEMBER MIRSCH)

RECOMMENDATION: Receive and file.

15. MATTERS FROM STAFF

- 15.A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MUTUAL AID PERSONNEL COOPERATION AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE CITY OF MALIBU FOR TEMPORARY PERSONNEL ASSISTANCE

RECOMMENDATION: Authorize the City Manager to execute a Mutual Aid Personnel Cooperation Agreement between the City of Rolling Hills and the City of Malibu.

[Attachment A - CA_AGR_250224_Malibu Mutal Aid Agreement - Rolling Hills.pdf](#)

16. RECESS TO CLOSED SESSION

- 16.A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 (B)(1) TITLE: CITY MANAGER

RECOMMENDATION: None.

- 16.B. EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE) a. NAME OF CASE: CONNIE ANDERSEN, ET AL. V. CALIFORNIA WATER COMPANY, ET AL. (SEAVIEW CASE) CASE NO.: 24STCV20953

RECOMMENDATION: None.

- 16.C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 (TWO CASES) CPUC COMPLAINTS AGAINST SOUTHERN CALIFORNIA EDISON AND SOCAL GAS

RECOMMENDATION: None.

- 16.D. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)

RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, March 10, 2025 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.

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: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: RECEIVE AN FILE A PRESENTATION ON USE OF PROPANE TANKS WITHIN CITY LIMITS FROM LOS ANGELES COUNTY FIRE DEPARTMENT

DATE: February 24, 2025

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 24, 2025

DATE: February 24, 2025

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve.

ATTACHMENTS:

[CL_AGN_250224_CC_AffidavitofPosting.pdf](#)



Administrative Report

8.A., File # 2653

Meeting Date: 2/24/2025

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF FEBRUARY 24, 2025

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations below.

Legislative Body	City Council
Posting Type	Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php

Meeting Date & Time	FEBRUARY 24, 2025	7:00pm Open Session
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As City Clerk of the City of Rolling Hills, I declare under penalty of perjury, the document noted above was posted at the date displayed below.

Christian Horvath, City Clerk

Date: February 21, 2025



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

DATE: February 24, 2025

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 10, 2025 REGULAR MEETING

DATE: February 24, 2025

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[CL_MIN_250210_CC_F.pdf](#)



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 Pro Tem Dieringer presiding.

2. ROLL CALL

Councilmembers Present: Mirsch, Wilson, Black, Mayor Pro Tem Dieringer
Councilmembers Absent: Mayor Pieper
Staff Present: Karina Bañales, City Manager
Christian Horvath, City Clerk / Executive Assistant to the City Manager
Samantha Crew, Management Analyst
Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Councilmember Mirsch

4. PRESENTATIONS / PROCLAMATIONS / ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Motion by Councilmember Wilson, seconded by Councilmember Mirsch to approve the order of the agenda.
Motion carried unanimously with the following vote:

AYES: Mirsch, Wilson, Black, Mayor Pro Tem Dieringer,
NOES: None
ABSENT: Mayor Pieper

6. BLUE FOLDER ITEMS (SUPPLEMENTAL) – NONE

7. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 10, 2025

8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JANUARY 27, 2025 REGULAR MEETING

8.D. PAYMENT OF BILLS

Motion by Councilmember Wilson, seconded by Councilmember Black to approve the Consent Calendar.
Motion carried unanimously with the following vote:

AYES: Mirsch, Wilson, Black, Mayor Pro Tem Dieringer,
NOES: None
ABSENT: Mayor Pieper

9. EXCLUDED CONSENT CALENDAR ITEMS – NONE

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS – NONE

13. NEW BUSINESS

13.A. APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENNETT LANDSCAPE FOR A ONE-YEAR EXTENSION PROVIDING LANDSCAPING SERVICES ON THE CITY HALL CAMPUS

Presentation by City Clerk / Executive Assistant to the City Manager Horvath

Motion by Councilmember Mirsch, seconded by Councilmember Wilson to approve as presented with minor corrections to scope of service as noted by staff. Motion carried unanimously with the following vote:

AYES: Mirsch, Wilson, Black, Mayor Pro Tem Dieringer,
NOES: None
ABSENT: Mayor Pieper

13.B. CONSIDER AND APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF PALOS VERDES ESTATES, RANCHO PALOS VERDES, ROLLING HILLS, AND ROLLING HILLS ESTATES FOR THE PURPOSE OF COST SHARING IN THE DEVELOPMENT OF A MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

Presentation by Management Analyst Crew

Motion by Councilmember Wilson, seconded by Councilmember Mirsch to approve as presented and direct staff to discuss cost-sharing percentage concerns with the other peninsula cities for future potential shared items. Motion carried unanimously with the following vote:

AYES: Mirsch, Wilson, Black, Mayor Pro Tem Dieringer,
NOES: None
ABSENT: Mayor Pieper

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE A PUBLIC SAFETY AND EMERGENCY PREPAREDNESS UPDATE

Presentation by Management Analyst Crew

Motion by Councilmember Black, seconded by Councilmember Mirsch to receive and file. Motion carried unanimously with the following vote:

AYES: Mirsch, Wilson, Black, Mayor Pro Tem Dieringer,
NOES: None

ABSENT: Mayor Pieper

14. MATTERS FROM THE CITY COUNCIL

Councilmember Mirsch asked about additional microphones for the dais and commented on ensuring the public can adequately hear conversations from the dais when seated in the audience.

Mayor Pro Tem Dieringer discussed concerns about coyote sightings during the daytime, existing city protocols with LA County Weights and Measures and their ability to respond in a timely manner.

16. RECESS TO CLOSED SESSION – 8:15 P.M.

16.A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 (B)(1) TITLE: CITY MANAGER

16.B. EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE) a. NAME OF CASE: CONNIE ANDERSEN, ET AL. V. CALIFORNIA WATER COMPANY, ET AL. (SEAVIEW CASE) CASE NO.: 24STCV20953

16.C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9 (2 CASES) CPUC COMPLAINTS AGAINST SOTHERN CALIFORNIA EDISON AND SOCAL GAS

16.D. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)

17. RECONVENE TO OPEN SESSION – 9:11 P.M.

18. ADJOURNMENT: 9:11 P.M.

The meeting was adjourned at 9:11 p.m. on February 10, 2025. The next regular meeting of the City Council is scheduled to be held on Monday, February 24, 2025 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>

All written comments submitted are included in the record and available for public review on the City website.

Respectfully submitted,

Christian Horvath, City Clerk

Approved,

Jeff Pieper, Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: PAYMENT OF BILLS

DATE: February 24, 2025

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[CL_AGN_250224_CC_PaymentOfBills_E.pdf](#)

CITY OF ROLLING HILLS
AP25-015, ACH25-015
 Check Run 02/19/2025

Check No.	Check Date	Payee	Description	Amount
028855	2/19/2025	Amprical Services, Inc.	Dec. 2024 - Prof. Services - DR4382-PJ0177 Eastfield	5,999.00
028855	2/19/2025	Amprical Services, Inc.	Jan. 2025 Prof Serv - DR4382-PJ0177 Eastfield Dr.	12,181.00
CHECK TOTAL			\$ 18,180.00	
028856	2/19/2025	Best Best & Krieger LLP	General Serv for January 2025	8,081.00
028856	2/19/2025	Best Best & Krieger LLP	General Services for December 2024	7,420.00
028856	2/19/2025	Best Best & Krieger LLP	Legal Land Use for December 2024	551.00
028856	2/19/2025	Best Best & Krieger LLP	Legal Land Use for January 2025	57.00
028856	2/19/2025	Best Best & Krieger LLP	Prof Serv - 79 Eastfield Dr - for January 2025	2,625.76
028856	2/19/2025	Best Best & Krieger LLP	Prof Serv-79 Eastfield - for Dec 2024	3,552.00
CHECK TOTAL			\$ 22,286.76	
028857	2/19/2025	Holly Wu	C&D Refund - 31 Portuguese Bend Rd	1,000.00
028858	2/19/2025	JJK Rolloffs	C&D Refund - 4 Storm Hill Ln	1,000.00
028859	2/19/2025	Los Angeles County Clerk	LA Cty RR/CC - Election Costs	58.20
028860	2/19/2025	LA County Sheriff's Department	January 2025 Law Enforcement Services	35,055.53
028861	2/19/2025	Marita Geraghty	Reimburse-Block Captain Program Event	42.75
028862	2/19/2025	PVS, Inc.	Security Alarm for March 2025	168.00
028863	2/19/2025	Revize LLC	Year 2 of Hosting/Maintenance of Website	2,400.00
ACH-777	1/6/2025	CalPERS	January 2025 PERS Health Ins Prem	12,367.36
ACH-778	2/5/2025	CalPERS	February 2025 PERS Health Ins Prem	14,622.83
ACH-779	2/4/2025	CalPERS	CalPERS Retirement Payroll Ending 02-04-25	3,090.62
ACH-780	1/29/2025	California Water Service Co.	Water Usage 12-31-24 to 01-29-25_RANCH0#74654	411.08
ACH-781	1/29/2025	California Water Service Co.	Water Usage 12-31-24 to 01-29-25_ROLLING#54654	1,727.98
ACH-782	2/6/2025	The Gas Company	Gas usage from 01-08-25 to 02-06-25	132.19
ACH-783	1/31/2025	Pitney Bowes	Postage for January 2025	1,517.25
ACH-784	1/21/2025	Southern California Edison	Electricity usage 12-20-24 to 01-21-25 ACCT#8030	696.36

ACH-785	1/14/2025	Southern California Edison	Electricity usage 12-26-24 to 01-14-25 ACCT#4218	525.60
ACH-786	2/13/2025	Southern California Edison	Electricity usage 01-15-25 to 02-13-25 ACCT#4218	553.92
ACH-787	2/4/2025	Vantagepoint Transfer Agents -	Deferred Comp Contributions PR Ending 02-04-25	1,085.58
PR LINK	2/7/2025	PR LINK - Payroll & PR Taxes PR3	Payroll Processing Fee PR#3_01/22/25 - 02/04/25	76.66
PR LINK	2/7/2025	PR LINK - Payroll & PR Taxes PR3	Pay Period PR#3_02/22/25 - 02/04/25	18,788.05
				135,786.72

I, Karina Banales, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of
\$ 135,786.72 for the payment of above items.


Karina Banales, City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KARINA BAÑALES, CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR A ONE-YEAR EXTENSION FOR CODE ENFORCEMENT SERVICES

DATE: February 24, 2025

BACKGROUND:

On January 9, 2023, the City Council considered an item to execute a Professional Services Agreement with 4LEAF, Inc. (4LEAF) for code enforcement services. Mr. Pete Roque, Director of Code Enforcement, was in attendance to represent 4LEAF. After discussing the matter, the Council directed staff to work with 4LEAF for a better rate than the \$105 per hour proposed and to focus on identifying dead trees and vegetation.

On January 23, 2023, the City Council considered a revised proposal by 4LEAF at a rate of \$95 per hour. The \$10 per hour difference compared to the original amount equated to a \$8,320 savings over the course of a year, considering a schedule of 16 hours per week, 52 weeks per year. This amounts to a not-to-exceed amount of \$79,040 for a one-year term. Ultimately, the City Council voted to bring the not-to-exceed amount down by \$20,000, or \$59,040, resulting in a reduced schedule of 12 hours per week. 4LEAF agreed to the amendment, and the contract was executed.

4LEAF has been providing code enforcement services for the City since January 31, 2023. The Code Enforcement Division is continuing to use iWorQ to generate quarterly updates and track code enforcement and fire fuel abatement cases.

DISCUSSION:

The initial contract with 4LEAF was for one year but included the option to extend for two additional one-year terms, provided the City gives notice. Staff has notified 4LEAF of the City's desire to continue services, and they have agreed to the extension.

Throughout the extension period, staff will continue to evaluate the services provided by 4LEAF.

At the conclusion of this period, staff will return to the City Council with recommendations for future options, which may include bringing the position in-house or issuing a Request for Proposals (RFP).

If the City Council decides to pursue a different direction before the expiration of the second one-year term, Section 6.0 of the contract allows either the City Manager or the Consultant to terminate the agreement without cause. This can be done by providing the other party with ten (10) days' written notice of the termination and its effective date.

Staff requests City Council approval to memorialize the second and final one-year extension with 4LEAF. This extension ensures the continuation of services while giving staff time to assess future options and determine the best course of action.

FISCAL IMPACT:

There are sufficient funds budgeted for FY23/24 in the General Fund to cover the continued code enforcement services. To date, the city has spent \$36,242.50 on 4LEAF since inception.

RECOMMENDATION:

Approve a second amendment to the Agreement with 4LEAF, Inc. for code enforcement services.

ATTACHMENTS:

[CA_AGR_250224_4Leaf_Amendment02_F.pdf](#)

[CA_AGR_240226_PSA_Amendment01_4LEAF_signed.pdf](#)

[CA_AGR_230123_4Leaf_OnCall_CE_ContractServices_E.pdf](#)

Second Amendment to Code Enforcement Services

This Second Amendment to the Agreement for Code Enforcement Services ("First Amendment") is made and entered into this 24th day of February 2025 by and between the City of Rolling Hills, a municipal corporation ("City"), and 4Leaf, Inc. a California Corporation ("Consultant").

BACKGROUND

- A. On January 23, 2023, the City and Consultant entered into an Agreement for Consultant to provide code enforcement services in the City ("Agreement").
- B. The City and Consultant subsequently entered into a First Amendment to amend the Agreement to extend the term of the Agreement to January 22, 2025 ("First Amendment").
- C. The City and Consultant now desire to amend the Agreement again to extend the term of the Agreement to January 22, 2026 ("Second Amendment").
- D. The Consultant warrants to the City that it has the expertise, experience, and qualifications to perform the services more fully described in the Agreement.

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

- 1. Paragraph 2.0 (Term of Agreement) of the Agreement is hereby amended to read as follows:

 "2.0. Term of Agreement. The term of this Agreement shall commence on January 23, 2024 and terminate on January 22, 2026 unless extended by mutual agreement of the parties."
- 2. All other terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

(Signatures on following page)

CITY
City of Rolling Hills

CONSULTANT
4Leaf, Inc.

By: _____
Karina Bañales, City Manager

By: _____
Kevin Duggan, President

Attest:

By: _____
Christian Horvath, City Clerk

First Amendment to Code Enforcement Services

This First Amendment to the Agreement for Code Enforcement Services ("First Amendment") is made and entered into this 26th day of February 2024 by and between the City of Rolling Hills, a municipal corporation ("City"), and 4Leaf, Inc. a California Corporation ("Consultant").

BACKGROUND

- A. On January 23, 2023, the City and Consultant entered into an Agreement for Consultant to provide code enforcement services in the City ("Agreement").
- B. The City and Consultant desire to amend the Agreement to extend the term of the Agreement to January 22, 2025 ("First Amendment").
- C. The Consultant warrants to the City that it has the expertise, experience, and qualifications to perform the services more fully described in the Agreement.

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

- 1. Paragraph 2.0 (Term of Agreement) of the Agreement is hereby amended to read as follows:

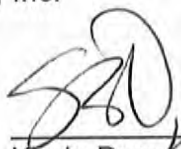
"2.0. Term of Agreement. The term of this Agreement shall commence on January 23, 2024 and terminate on January 22, 2025 unless extended by mutual agreement of the parties. Further, the City shall have the option to extend this Agreement for two, one-year terms provided that the City gives Consultant notice of the extension prior to the end date of the Agreement."
- 2. All other terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

(Signatures on following page)

CITY
City of Rolling Hills

CONSULTANT
4Leaf, Inc.

By: _____
Karina Bañales, City Manager

By:  _____
Kevin Duggan, President

Attest:

By: _____
Christian Horvath, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

CODE ENFORCEMENT SERVICES

This Agreement is made and entered into by and between the City of Rolling Hills (hereinafter referred to as the "City"), and 4Leaf, Inc. a California Corporation (hereinafter referred to as "Consultant").

RECITALS

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

B. The City desires to contract for consulting services for certain projects relating to code enforcement.

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

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective upon execution by both parties and will remain in effect for a period of one year from said date. At its sole discretion, the City shall have the option to extend this Agreement for two, one-year terms provided that the City gives Consultant notice of the extension prior to the end date of the Agreement. This Agreement may also be expressly extended and agreed to by both parties or terminated by either party as provided herein.

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

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit B, the Scope of Work's fee and cost schedule for the services attached to and made part of this Agreement subject to a do not exceed amount in the amount of \$59,040/year. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee. Further, in the event that staff provided to the City from Consultant changes twice in any six month period (*i.e.*, a third new staff member from Consultant is assigned

to the City within a six month period), Consultant shall provide this staff member to the City for 32 hours without any cost to the City so that the City can properly on-board and train this new staff member.

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

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

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

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

6.0 TERMINATION. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

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

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

under this Agreement may be withheld to off-set anticipated damages.

7.0 INSURANCE.

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

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

7.1.2 Automobile Liability Insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement in an amount of not less than \$1,000,000 combined single limit for each occurrence. If Consultant or Consultant's employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

7.1.3 Worker's Compensation Insurance for all Consultant's employees to the extent required by the State of California. Consultant shall similarly require all authorized subcontractors pursuant to this Agreement to provide such compensation insurance for their respective employees.

7.1.4 Professional Liability Coverage for professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or its officers, employees, or agents during the time this Agreement was in effect.

7.2 Deductibility Limits for policies referred to in subparagraphs 7.1.1 and 7.1.2 shall not exceed \$5,000 per occurrence.

7.3 Additional Insured. City of Rolling Hills, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs 7.1.1 and 7.1.2.

7.4 Primary Insurance. The insurance required in subparagraphs 7.1.1 and 7.1.2 shall be primary and not excess coverage.

7.5 Evidence of Insurance. Consultant shall furnish City, prior to the execution of this Agreement satisfactory evidence of the insurance required issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give City at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of Consultant to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefore at Consultant's expense.

8.0 INDEMNIFICATION. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

9.2 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

9.3 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

9.4 Independent Contractor. Consultant is an independent contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to

create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

9.4.1 The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants, or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement. Each Consultant employee shall remain in the fulltime employ of Consultant, and the City shall have no liability for payment to such Consultant employee of any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for the City.

9.5 Copyright. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

9.6 Legal Construction.

9.6.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

9.6.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

9.6.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

9.6.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

9.7 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

9.8 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of

the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants, and agents for the accuracy and competency of the information provided or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants, and agents.

9.9 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's work under this Agreement. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

9.10 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The City will control the physical location of such files during the term of this Agreement. Consultant shall provide any such files in its possession to City upon termination of the Agreement. Consultant will be entitled to retain copies of such files upon termination of this Agreement in accordance with law.

9.11 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

9.12 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

9.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.14 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

9.15 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

9.16 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

10.0 NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:
Elaine Jeng, P.E.
City Manager
2 Portuguese Bend Road
Rolling Hills, CA 90274
TEL (310) 377-1521

CONSULTANT:
4Leaf, Inc.
Attn: Pete Roque
5140 Birch Street, Second Floor
Newport Beach, CA 92660
TEL (949) 887-9432

11.0. DISCLOSURE REQUIRED. (City and Consultant initials required at 11.1)

11.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials ES
Consultant Initials mm

11.2 Disclosure Not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials ES
Consultant Initials m

This Agreement is executed on January __, 2023, at City of Rolling Hills, California.

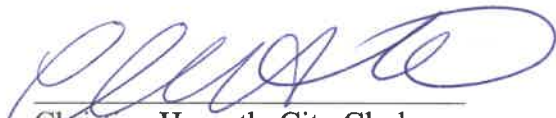
CITY OF ROLLING HILLS:


Elaine Jeng, P.E., City Manager

CONSULTANT:


Pete Roque, Director of Code Enforcement

ATTEST:


Christian Horvath, City Clerk

APPROVED AS TO FORM:


Patrick Donegan, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Overview

The project shall consist of Consultant's staff coordinating with the City of Rolling Hills Community and Planning Department to provide Code Compliance staff to the City. Pete Roque shall be the Project Manager and is fully responsible for seeing that the project is completed in compliance with the provisions of the agreement. Consultant shall use best efforts to provide the same Code Compliance staff to the City to ensure operational consistency. In the event that Code Compliance staff provided to the City changes for a second time in any one year period (*i.e.*, Consultant provides a third different staff member to the City for code compliance work), Consultant shall provide the City a written memorandum explaining the circumstances resulting in the staff turnover and provide an action plan to the City that will be employed to ensure staffing consistency to the City.

2. Scope of Work

- A. Consultant's staff shall conduct all inspections and re-inspections of single family and multi-family properties and public facility properties and will identify and enforce all violations of City's municipal code, ordinances, laws, and all applicable statutes. Personnel shall issue notifications, letters, citations and warrants when necessary to achieve compliance. Staff will be required to document all complaints received, inspections conducted through photos, notes, and correspondences.
- B. In addition to the services mentioned above, Consultant will provide the following services to the City (this is not intended to be a comprehensive list):
 - i. Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
 - ii. Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
 - iii. Prepare notices of violation for non-compliance according to applicable codes and regulations.
 - iv. Prepare reports for cases requiring legal action or civil abatement.
 - v. When required, meet with legal counsel and provide testimony on criminal cases.
 - vi. Maintain records of complaints, inspections, violation notices, and other field enforcement activities.
 - vii. Coordinate with City departments on cases as they relate to code enforcement.

EXHIBIT B
FEE AND COST SCHEDULE

Task	Cost
Code Enforcement Officer	\$95.00/hour



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.F
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: SAMANTHA CREW, MANAGEMENT ANALYST

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONSIDER AND APPROVE THE PLANNED EXPENDITURES FOR FISCAL YEAR 2025-2026 SAFE, CLEAN WATER (MEASURE W) MUNICIPAL PROGRAM FUNDS FOR SUBMISSION TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

DATE: February 24, 2025

BACKGROUND:

In 2018, Los Angeles County voters approved Measure W, a tax measure that helps improve water quality and build up the county's water self-sufficiency. Funding is provided through a parcel tax of 2.5 cents per square foot of impermeable land area (building, concrete, etc.) in the district. The measure provides cities, watershed areas, and Los Angeles County with the funds to capture, treat, and recycle storm water through the Safe, Clean Water Regional and Municipal Programs.

The LA County Flood Control District administers the program, distributes funds, provides staff support, and oversees capacity-building programs. Cities receive funding through the Municipal Program proportional to the revenues generated within their boundaries. The funds provide local agencies with the opportunity to identify programs that will best address stormwater and urban runoff.

Measure W funding can be used for eligible activities such as project development, design, construction, effectiveness monitoring, operations, maintenance, and other programs and studies related to protecting and improving water quality in lakes, rivers, and the ocean. To receive funds, cities must submit an expenditure plan to the Los Angeles County Flood Control District annually for their Safe Clean Water Municipal Program funds.

DISCUSSION:

It is projected that the City will receive approximately \$100,000 in Municipal Safe Clean Water Program Funds (Measure W) in December 2025 for Fiscal Year 2025/2026. The City must spend at least 70% of its Municipal Program Funds on eligible expenses related to new projects or programs. Up to 30% of a City's Municipal Program Funds may be used to pay for eligible costs and expenses related to the continuation of programs. Program funds are

allocated as described in the attached expenditure budget spreadsheet (Attachment A).

The planned expenditures for the FY2025-2026 Safe Clean Water Municipal Program spreadsheet shows the proposed budget for the expenditure of Measure W funds. The assumptions made in these estimates are explained in the "Source" and "Explanation" columns for each item, along with the basis for categorization as ongoing effort (<30% of expenditures) or new effort (>70% of expenditures). The Peninsula Coordinated Integrated Monitoring Program (CIMP) and Harbor Toxins TMDL monitoring are the largest expenditure in the plan with an estimated cost of \$70,000. The budget also includes a 10% safety factor.

The Municipal Safe Clean Water Funds Tracking page shows the estimated carryover amount from prior years, in the amount of \$18,935.40. This figure is tentative since expenditures for FY24-25 are not yet final until June 30 or later.

FISCAL IMPACT:

The City will receive approximately \$100,000 in Municipal Program Funds for Fiscal Year 2025-2026. Expenditures, as outlined in Attachment A, are \$98,400.00.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[ATTACHMENT A PW_STW_250224_SCW_Budget_FY25-26.pdf](#)

PLANNED EXPENDITURES FOR FY2025-2026 SAFE CLEAN WATER MUNICIPAL PROGRAM (Measure W)						
Item	Description	Estimated cost for Line Item	Cost to be Recovered via Measure W for Ongoing Programs up to 30% of planned expenditures	Cost to be Recovered via Measure W for New Projects or Programs - at least 70% of planned expenditures	Source	Explanation
1a	Peninsula Coordinated Integrated Monitoring Program (CIMP) and Harbor Toxics TMDL Monitoring	\$ 70,000	\$ 30,000.00		City's maximum cost under CIMP MOU Amendment 2 less 10% in new costs shown in Item 1b plus 58% of City's maximum cost under new cost-share for Harbor Toxics TMDL assuming 5 industrial facilities participate - all rounded up to nearest \$1K.	CIMP monitoring and Harbor Toxins TMDL monitoring are ongoing efforts implemented prior to adoption of Measure W by the voters in November 2018. Ongoing monitoring costs are therefore limited to a maximum of 30% of the City's Safe Clean Water Expenditures in a given fiscal year. Allowable expenditure is calculated by applying the 30:70 (ongoing vs new effort) ratio against total expenditures in the 70% new effort column.
1b	CIMP Implementation of new 2021 MS4 Permit Requirements and Harbor Toxics monitoring increased cost due to TMDL revision	\$ 14,000		\$ 14,000.00	Allocation of new effort for CIMP from new requirements in 2021 Regional Stormwater Permit and revised Harbor Toxics TMDL. Assumed 10% of City's CIMP costs and 42% of City's maximum cost under new cost-share for Harbor Toxics assuming 5 industrial facilities participate. Rounded up to nearest \$1K.	New requirements in 2021 Stormwater Permit and revised Harbor Toxics TMDL can be considered new effort in the 70% category since they were not required prior to November 2018.
2	Sepulveda Canyon Monitoring Study	\$ 25,000		\$ 25,000.00	Estimated based on NV5 FY24-25 YTD expenditures plus additional funding request	Sepulveda Canyon monitoring is newly required by LA Water Board as a condition of City joining the Peninsula WMP via 85%, 24-hr runoff retention deemed compliance. Since this is a new effort not required prior to November 2018, it is in the 70% new effort category.
3	Enhanced Sediment Source Control & Brush Clearance Enforcement	\$ 6,000		\$ 6,000.00	10% of contract code enforcement cost for additional oversight of construction sites and brush clearance ordinance - same as allocated for FY23-24	New effort implemented after November 2018 to address storm-borne sediment TMDL pollutants associated with insufficiently controlled construction sites and brush clearance to prevent wildfires and associated TMDL toxic pollutants.
4	SCW Municipal Program Planning and Reporting	\$ 10,000		\$ 10,000.00	McGowan Task 2.2 - Consultant assistance with SCW planning and reporting	Eligible in the 70% category as a new effort since it is required by the SCW program.
5	Watershed Management Program Adaptive Management & Progress Reporting	\$ 6,000.00		\$ 6,000.00	McGowan estimate for Task 8.1. & 8.3	City's participation in watershed progress reporting and watershed management program as a result of joining the Peninsula EWMP is a new effort since November 2018 implemented to comply with the 2021 Stormwater Permit and joining the WMP.
6	Development & Implementation of Community Outreach/Engagement	\$ 7,400.00		\$ 7,400.00	McGowan estimate for Task 8.2 and 2.1 plus Other Direct Costs invoiced by McGowan for website hosting by SBCCOG and graphic design services.	Effort to develop new outreach materials and methods and tracking of metrics on outreach and engagement as required by 2021 Stormwater Permit.
Expenditures			\$ 30,000.00	\$ 68,400.00	\$ 98,400.00	Check: total planned expenditures are less than estimated total SCW Municipal funds available to spend as shown below.

PLANNED EXPENDITURES FOR FY2025-2026 SAFE CLEAN WATER MUNICIPAL PROGRAM (Measure W)						
Item	Description	Estimated cost for Line Item	Cost to be Recovered via Measure W for Ongoing Programs up to 30% of planned expenditures	Cost to be Recovered via Measure W for New Projects or Programs - at least 70% of planned expenditures	Source	Explanation
Estimated carryover of unspent funds from previous years			\$	18,935.40	Uncertain depending on how next 5 months expenditures come in	
Measure W estimated disbursement to be received in December 2025 from LACFCD			\$	100,000.00	Note that SCW website references prior fiscal year because it is the year they collect the taxes even though not disbursed to City until midway through the following year.	
Total SCW Municipal Funds Available to Spend less 10% for safety factor			\$	107,041.86		



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEPHANIE GRANT, ASSISTANT PLANNER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: RECEIVE AND FILE ZONING CASE NO. 24-027: VARIANCE FOR RESIDENTIAL ADDITION TO ENCROACH INTO THE SETBACK LOCATED AT 15 FLYING MANE ROAD, ROLLING HILLS, CA 90274, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 54-SF) (MOLLURA & ROGERS)

DATE: February 24, 2025

BACKGROUND:

On January 21, 2025, the Planning Commission held a field trip at the subject property, with five commissioners present. However, two commissioners had to recuse themselves due to proximity. The adjacent neighbor to the east (resident at 51 Crest Road East/recused Commissioner) expressed concerns about privacy from the proposed addition to her bedroom and requested landscape screening as a buffer. This landscape screening condition would be added to the draft resolution. Three other members of the public attended the field trip but did not raise any issues with the project. The three commissioners reviewed the project during the field trip and then proceeded to the evening meeting.

During the evening public hearing, staff presented the project. No members of the public attended, aside from the applicants. After review and discussion, the Commission voted unanimously (3-0) to approve the project and adopted Resolution number 2025-01 (Attachment 5). A total of four commissioners were present, but one had to recuse themselves and one was absent.

Zoning and Land Size

The property is in accordance with Section 17.24.045 of the Rolling Hills Municipal Code (RHMC) Dwelling units non-conforming due to smaller lots, the property has a lot area that is less than 1.25 acres. The property is zoned RAS-1 and has a net lot area of 41,603 square

feet (0.95 acres). The RHMC Section 17.16.060(A) indicates that properties less than an acre are to be considered an acre (43,560 square feet). The lot is developed with a 2,427 square-foot single-family residence, 540 square-foot attached garage, 79 square foot attached covered porches, 117 SF trellis, and 442 square foot stable. The house was built in 1954.

There are two existing building pads on site. The existing residence, garage, and proposed project area are located on the upper pad (9,766 square feet), and the secondary building pad (2,430 square feet) is located on the rear approximately 22 feet below the first building pad. The 442-square-foot stable and corral are located on the secondary pad. The existing topography of the project site slopes down approximately 182 feet from the highest point to the lowest portion of the back of the lot. There is a 20-foot front roadway easement on Flying Mane Road, and 10-foot roadway easements along the sides and rear property lines. The lot has a depth of 341 feet in length and a width of 170 feet. The lot size, easements, and existing topography limit the size and location of any proposed improvements on site. The Geographical Information Systems (GIS) Vicinity Map has been included in this report (Attachment 3).

Previous Projects

- On July 19, 2022, there was an approval for an Over-the-Counter project for a reroof for the main residence and barn.
- On September 2, 2022, there was an approval for an Administrative Review project for a barn remodel.

DISCUSSION:

Applicant Request

On March 21, 2024, the applicants, Jennifer King of Jennifer King Designs, on behalf of the property owners Tiffany Rogers and Michelle Mollura, submitted a variance application and architectural plans for a discretionary approval before the Planning Commission for a portion of a residential addition to encroach into the side yard setback. The architectural plans have been included in this report (Attachment 6).

The Project also includes a 748 square foot residential addition, 120 square foot expansion to the existing front porch, 113 square foot stairs, and 266 square foot BBQ that is not part of this discretionary approval before the Planning Commission.

Variances

The Rolling Hills Municipal Code requires a Variance application for a portion of a structure to encroach into the required setback. The applicants are proposing to add a 748-square-foot residential addition and stairs to the southeast portion of the main residence. A portion of the 748 square foot addition, that is, 23 square feet, encroaches into the required 20-foot side setback, which requires a variance, and the remaining 725 square feet comply with the development standards. Also, 12 square feet of the proposed residential stairs and 80 square feet of new hardscape encroaches into the side setback (total of 92 square feet). The variance is required because the rear of the lot is steeply sloped, and the building pad area is limited due to the slope. The buildable area of the lot is restricted because the septic tank and leach

field are located in the front yard. The residential expansion of the master bedroom, kitchen, walk in closet, and kitchen remodel provides a more multifunctional use to the existing floor plan. The corner and stairs of the master bedroom that encroaches into the side setback will not obstruct any views from any of the neighboring properties.

Setbacks

The property has a net lot size of 41,603 square feet (0.95 acres) and is in accordance with RHMC Section 17.24.045 Dwelling units non-conforming due to smaller lots; the property has a lot area that is less than 1.25 acres. The following reduced setback limits shall apply to properties in the RAS-1 zoning district having a lot area of 1.25 acres or less, excluding roadway easement(s), and developed with single-family dwelling structures existing as of May 23, 2012, that have nonconforming setbacks, subject to the conditions set forth in RHMC subsection 17.24.045.A(1) that in no place shall the front yard setback line be less than thirty feet from the front roadway easement line. The front setback is 30 feet from the roadway easement, the side setbacks are 20 feet from the side property lines, and the rear setback is 50 feet from the rear property line. The closest neighbor to the project is located south, approximately 38 feet and 10 inches, and a proximity map has been included in the report (Attachment 4).

Lot Coverage and Building Pad Coverage

The Project complies with the Development Standards in the Rolling Hills Municipal Zoning Code and staff has included the Development Table (Attachment 2). The existing structural coverage is 3,605 square feet or 8.6%, and the project proposes a net of 1,208 square feet or 2.9%, for a total of 4,813 square feet or 11.56%. This is still under the maximum allowed 20% structural coverage. The existing flatwork coverage is 3,220 square feet or 7.73% and -188 square feet of flatwork will be removed for a total of 3,032 square feet or 7.28%. This is still under the maximum allowable 15% structural coverage. The existing structural and flatwork coverage is 6,825 square feet or 16.41%, and the project increases that by 907 square feet or 2.18%. The total overall structural and flatwork coverage will result in 7,732 square feet or 18.5%, which is still well under the maximum allowed 35% structural and flatwork coverage.

Building Pad #1 is a total of 9,766 square-feet. The existing Building Pad #1 Coverage with deductions is 3,163 square feet or 32.38%, and with an increase of 861 square feet or 8.82%, and the total proposed Building Pad Coverage with deductions is 4,024 square feet or 41.20%, this exceeds the maximum 30% guideline by 11.20%.

Building Pad #2 is a total of 2,430 square-feet. The existing Building Pad #2 Coverage with deductions is 442 square-feet or 18.18%, with an increase of 43 square feet or 1.77%. The total proposed Building Pad Coverage with deductions is 485 square-feet or 19.95%. This is well below the 30% maximum guideline.

Environmental Review

The proposed project has been determined not to have a significant effect on the environment and is categorically exempt from the provisions of CEQA pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines, which exempts

accessory structures including garages, carports, patios, swimming pools, and fences.

Public Participation

Staff has not received any calls or letters regarding the project.

Public Notices

The applicants were notified of the public hearing in writing by first-class mail. Neighbors within a 1,000-foot radius were notified of the public hearings, and a notice was published in the Daily Breeze on January 8, 2025. The radius map (Attachment 1) has been included in this report.

FISCAL IMPACT:

None

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[Attachment 1 - PL_ADR_250102_15FlyingManeRd_ZC24-027_RadiusMap_.pdf](#)

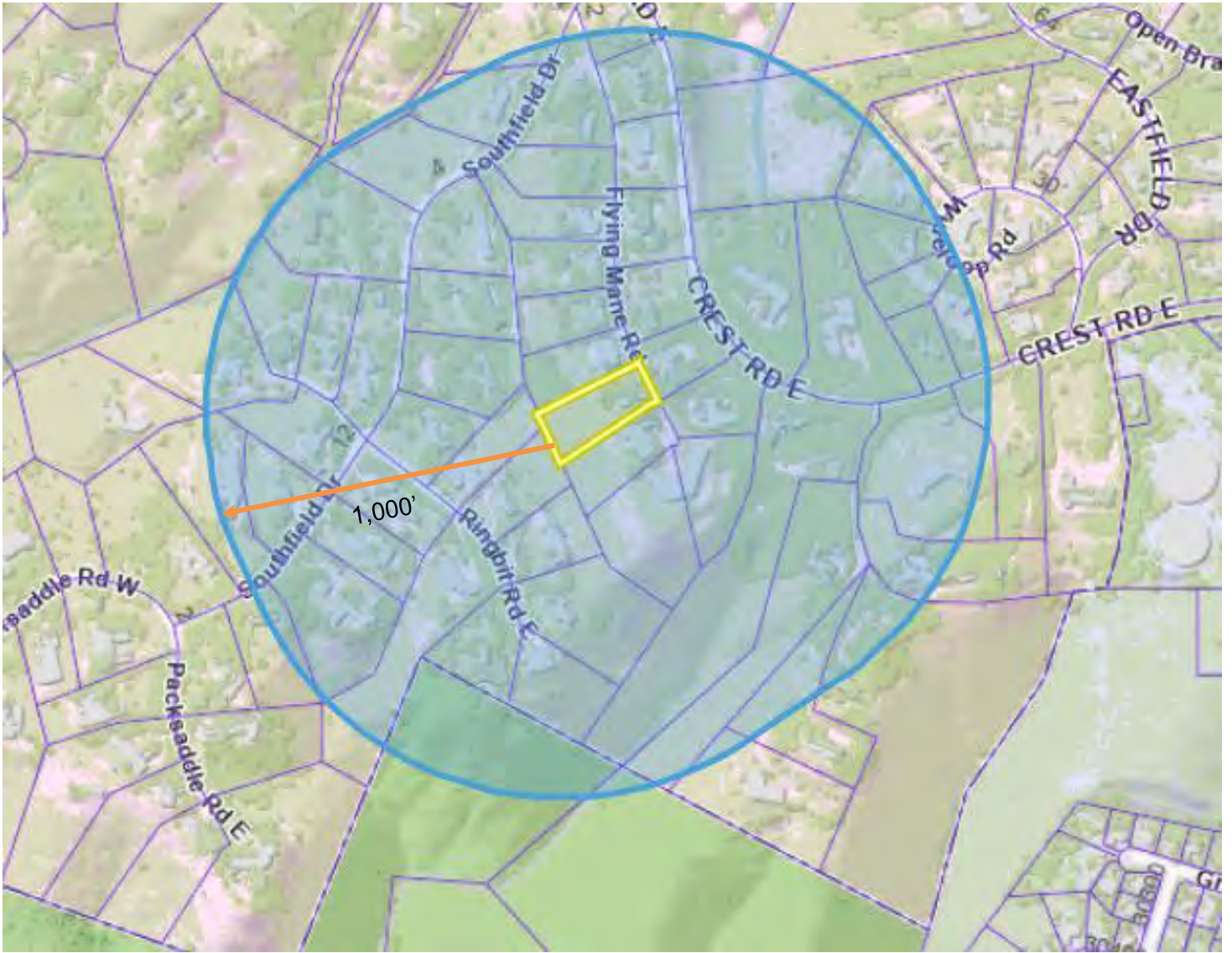
[Attachment 2 - PL_ADR_250116_15FlyingManeRd_ZC24-027_DevelopmentTable.pdf](#)

[Attachment 3 - 250116_15FlyingManeRoad_ZC24-027_Geographic Information System GIS Vicinity Map_1.21.25_P.pdf](#)

[Attachment 4 - PL_ADR_15FlyingManeRd_ZC24-027_250116_ProximityMap.pdf](#)

[Attachment 5 - 2025-01_PC_Resolution_15FlyingManeRd_ZC24-027_Rogers_F_A_E.pdf](#)

[Attachment 6 - ArchitecturalPlans.pdf](#)



City of Rolling Hills

ROLLING HILLS, CA 90274

TITLE VICINITY MAP

CASE NO. Zoning Case No. 24-027
Variance

OWNERS Mollura & Rogers

ADDRESS 15 Flying Mane Road, Rolling Hills 90274

SITE



Development Table
Zoning Case No. 24-027
15 Flying Mane Road

VARIANCE APPLICATION	EXISTING	PROPOSED	TOTAL
RA-S-1 Zone Variance			
Net Lot Area	41,603 SF	0 SF	41,603 SF
Residence	2,427 SF	748 SF	3,175 SF
Garage	540 SF	0 SF	540 SF
Swimming Pools/Spa	0 SF	0 SF	0 SF
Pool Equipment	0 SF	0 SF	0 SF
Guest House	0 SF	0 SF	0 SF
Cabana	0 SF	0 SF	0 SF
Stable	442 SF	0 SF	442 SF
Recreation Court	0 SF	0 SF	0 SF
Attached Covered Porches	79 SF	120 SF	199 SF
Entryway/Porte Cochere, Breezeways	0 SF	0 SF	0 SF
Attached Trellises	117 SF	-39 SF	78 SF
Service Yard	0 SF	0 SF	0 SF
BBQ	0 SF	266 SF	266 SF
Basement Area	0 SF	0 SF	0 SF
Depth of Basement	0 FT	0 FT	0 FT
Primary Driveway	962 SF	0 SF	962 SF
Paved Walkways, Patio Areas, Courtyards	0 SF	0 SF	0 SF
Stairs	0 SF	113 SF	113 SF
Other Paved Driveways, Road Easements, Parking Pads	0 SF	0 SF	0 SF
Grading (balanced onsite)	0 CY	0 CY CUT 0 CY FILL	0 CY TOTAL
Structural Lot Coverage (20% maximum with deductions)	3,605 SF (8.6%)	1,208 SF (2.9%)	4,813 SF (11.56%)
Flatwork Lot Coverage (15% maximum)	3,220 SF (7.73%)	-188 SF (0.0%)	3,032 SF (7.28%)
Total Lot Coverage (Structures and Flatwork) (35% maximum with deductions)	6,825 SF (16.4%)	907 SF (2.18%)	7,732 SF (18.5%)
Total Disturbed Area (40% maximum)	11,000 SF (26%)	0 SF (0%)	11,000 SF (26%)
Building Pad 1 (9,766 SF) (30% Maximum Guideline)	3,163 SF STRUCTURE AREA (32.38%)	942 SF STRUCTURE AREA (8.82%)	4,105 SF STRUCTURE AREA (41.20%)
Building Pad 2 (2,430 SF) (30% Maximum Guideline)	442 SF STRUCTURE AREA (18.18%)	43 SF STRUCTURE AREA (1.77%)	485 SF STRUCTURE AREA (19.95%)

15 Flying Mane Road - ZC24-027



1: 2,257



0.1 0 0.04 0.1 Miles

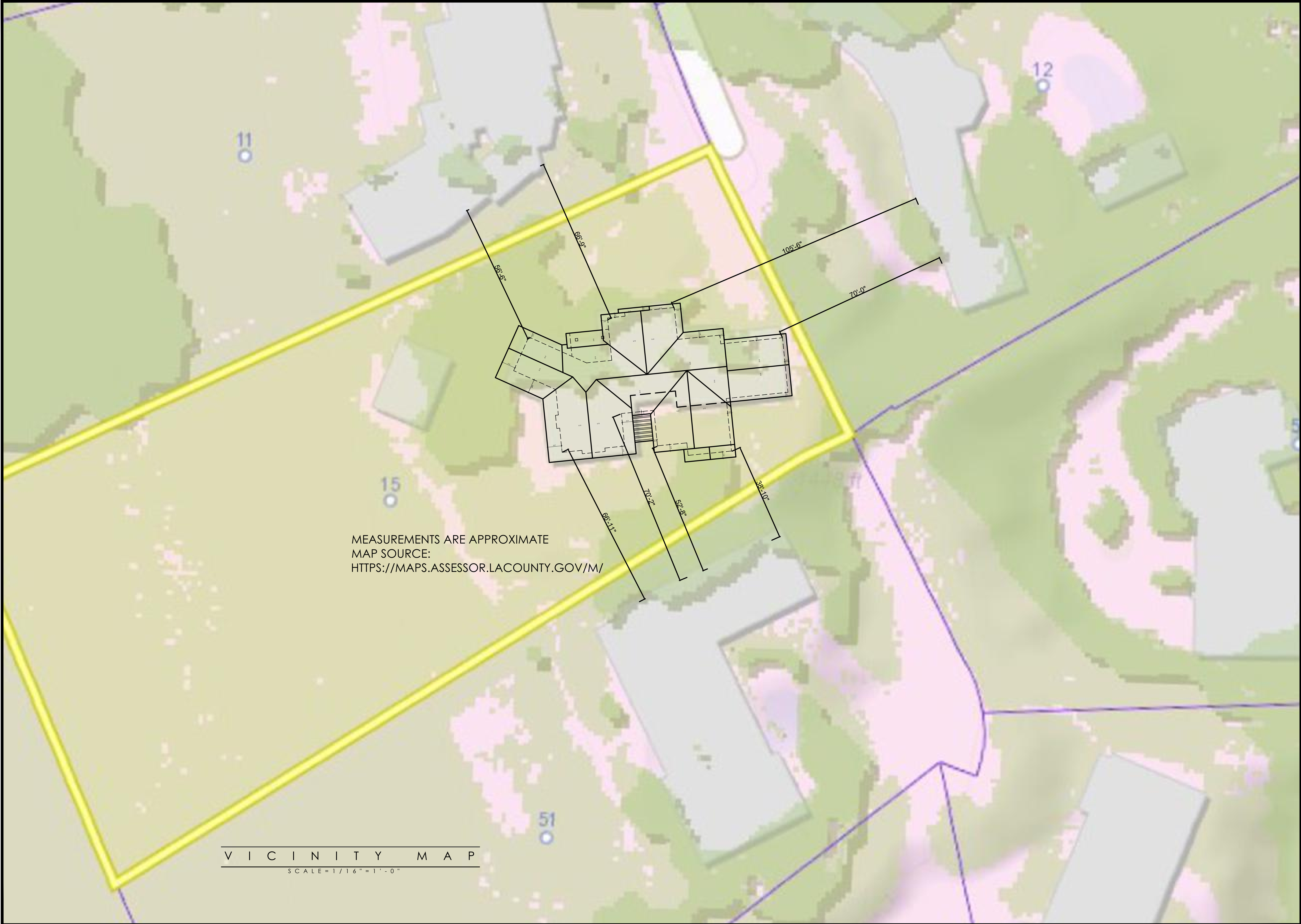
WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

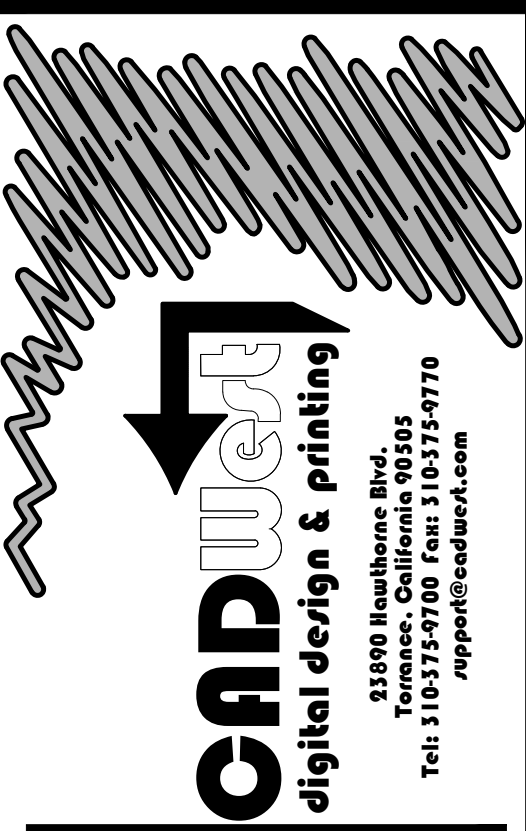
Notes

15 Flying Mane Road



MEASUREMENTS ARE APPROXIMATE
MAP SOURCE:
[HTTPS://MAPS.ASSESSOR.LACOUNTY.GOV/M/](https://maps.assessor.lacounty.gov/m/)

V I C I N I T Y M A P
SCALE = 1 / 1 6 " = 1 ' - 0 "



PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
PROXIMITY MAP

REVISIONS	
10-18-2023	
DRAWN	
SA	
CHECKED	
DATE	
11-28-2022	
SCALE	
NTS	
JOB NO.	
-	
SHEET:	

A-1.2

RESOLUTION NO. 2025-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 24-027 FOR A VARIANCE FOR RESIDENTIAL ADDITION TO ENCROACH INTO THE SETBACK LOCATED AT 15 FLYING MANE ROAD, ROLLING HILLS, CA 90274, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 54-SF) (MOLLURA & ROGERS)

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

Section 1. On March 21, 2024, the applicant, Jennifer King of Jennifer King Designs, on behalf of the property owners Tiffany Rogers and Michelle Mollura, submitted a variance application for a residential addition to encroach into the side yard setback. The Project also includes a 748 square foot residential addition to the main residence, 120 square foot expansion to the existing front porch, and 266 square foot BBQ that is not part of this discretionary approval before the Planning Commission.

Section 2. The Planning Commission considered this item at a duly noticed public hearing on January 21, 2025. The Planning Commission reviewed and considered the staff report, reviewed and considered the Applicants' request, public testimony, and other information on the record.

Section 3. The applicants were notified of the public hearing in writing by first class mail. Neighbors within 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on January 8, 2025. 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. The applicant was in attendance at the hearing.

Section 4. The Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the proposed Project is for a new swimming pool, pool equipment, and grading export. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site has already been developed and there are existing structures are on site.

Section 5. For development purposes, the net lot area, which excludes the roadway easements and 10 feet along the property lines, is 0.95 acres (41,603 square feet). For purposes of calculating net lot area, Rolling Hills Municipal Code (RHMC) There are two building pads: (1) the main residential pad which is 9,766 square feet; and (2) the

barn pad area which is 2,430 square feet with a 442 square-foot stable. The property is developed with a 2,427-square-foot residence with a 540-square-foot attached garage, and 79 square feet covered porches.

Section 6. The Rolling Hills Municipal Code requires a Variance for any structures in the side yard setback. The project is for a residential addition to encroach into the side yard setback. The Planning Commission makes the following findings: Chapter 17.38 of the Rolling Hills Municipal Code permits approval of a variance from the standards and requirements of the Zoning Ordinance when exceptional or extraordinary circumstances applicable to the property and not applicable to other similar properties in the same zone prevent the owner from making use of a parcel of property to the same extent enjoyed by similar properties in the same vicinity. With respect to this request, and pursuant to Rolling Hills Municipal Code section 17.38.050, 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.

There are exceptional and extraordinary circumstances and conditions applicable to the property or to the intended use that do not apply generally to the other property in the same zone because the 0.95-acre (41,603 square feet) size of the lot is smaller than most in the community. The natural slope of the subject property, the location of the building pad, and the shape of the lot constrain development.

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.

Strict application of the Zoning Ordinance would deprive the Applicants of the right and benefits enjoyed by similarly situated properties in the same vicinity and zone. The proposed location for the residential addition is already flat and disturbed. The location of the addition 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 granting of the variance would not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located. 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.

D. That in granting the variance, the spirit and intent of this title will be observed.

In granting the variance, the spirit and intent of the Zoning Code will be observed the proposed swimming pool and pergola does not prevent anyone from enjoying their property rights, the improvements are visually harmonious with adjacent properties and in scale with adjacent residential development.

E. That the variance does not grant special privilege to the applicant.

The variance does not grant any special privilege(s) to the applicant. The proposed location of the residential addition allows the applicants to enjoy the same rights as other residents of the community. In the past the City has granted approval for additions to encroach into setbacks on smaller lots

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 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 because there are no hazardous waste facilities involved.

G. That the variance request is consistent with the General Plan of the City of Rolling Hills.

The variance request is consistent with the General Plan of the City of Rolling Hills. Approvals granting the variance to allow the addition to encroach into the side setback will be consistent with the General Plan of the City of Rolling Hills, which encourages residential uses.

Section 8. Based upon the foregoing findings, the Planning Commission hereby approves the Variance application in Zoning Case No. 24-027 subject to the following conditions:

A. The Variance approval shall expire within two years from the effective date of approval on January 21, 2025, if construction pursuant to this approval has not commenced within that time period, as required by Section 17.38.070(A) of the Rolling Hills Municipal Code, or the approval granted is otherwise extended pursuant to the requirements of those sections.

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 Code, the Zoning Code, and of the zone in which the subject property is located must be complied with, including the Outdoor Lighting Ordinance, unless otherwise set forth in this approval, or shown otherwise on an approved plan.

D. The lot shall be developed and maintained in substantial conformance with the site plan on file and approved by the Planning Commission on January 21, 2025. Prior to submittal of final working drawings to the Building and Safety Department for issuance of grading and/or 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.

E. The conditions of approval specified herein shall be printed on all construction plans and shall be available at the construction site at all times.

F. The 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 all of the conditions set forth therein and the City's Building Code and Zoning Ordinance.

G. The person obtaining a building and/ or grading 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 project must be reviewed and approved by RHCA.

I. The total coverage on the residential and stable building pads shall not exceed 4,105 square feet or 41.2% and 485 square feet or 19.95%, respectively.

J. Total lot coverage of structures and paved areas shall not exceed 7,732 square feet, or 18.5% in conformance with the zoning ordinance.

K. The disturbance of the net lot shall not exceed 11,000 square feet of surface area or 26% of the net lot area.

L. Prior to any further grading activity, the applicants shall inform the City and RHCA staff of the date and time of this activity. Workers shall implement Best Management Practices to assure that streets and adjacent properties are not impacted.

M. Prior to issuance of a grading permit a detailed landscaping plan shall be submitted to City staff for review. The landscaping plan shall utilize to the maximum extent feasible, plants that are native to the area, are water-wise and are consistent with the rural character of the community. A final inspection shall not be granted unless the slopes are vegetated.

N. The graded areas shall be landscaped and continually maintained in good condition. Any trees and shrubs used in the landscaping scheme for this project shall be planted in a way that will not result in a hedge like screening and will not impair views from neighboring properties.

O. If applicable, the applicant shall be required to conform to the City of Rolling Hills Water Efficient Landscape Ordinance, Chapter 13.18 of the Municipal Code.

P. The applicants shall submit a detailed drainage plan to the City's drainage engineer. This project shall meet the requirements of the City's Low Impact Development portion of the Storm Water Management and Pollution Control ordinance, if applicable. The applicant shall comply with grading requirements relative to submittal of grading and construction reports as required by the Building Official. In order to prevent sediments and water run-off from reaching the canyon from the disturbed slopes, an erosion control plan shall be submitted to the Building Department and implemented, even if grading permits have not been issued by that time.

Q. The applicants shall secure all permits from the Department of Building and Safety prior to commencing any work. Consult with the California Department of Fish and Wildlife for additional requirements.

R. Minimum of 65% of the construction material spoils shall be recycled and diverted from landfills. The hauler shall obtain a Construction and Demolition permit from the City and provide proof of recycling.

S. There shall be no discarding of any debris, trash, soil and construction spoils or any other material into the canyon or deposited anywhere on the property, including easements. No grading, planting, structures, drainage devices or hardscape, including driveways, or storage of any objects including building materials shall take place in the easements, unless approved by the RHCA.

T. The City or the Building Department may require a construction fence for the duration of the grading for this project. Such fence shall not be located in any

easement or cross over trails or natural drainage course and shall be removed immediately upon completion of the grading work.

U. In addition, any construction facility, such as a construction trailer/office or portable toilets, to a maximum extent practicable, shall be located in a manner not visible from the street, and be in a location satisfactory to City staff.

V. 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.

W. Construction vehicles or equipment, employees' vehicles, delivery trucks shall not impede any traffic lanes to maximum extent practical; if traffic must be blocked in order to aid in the construction, no more than a single lane may be blocked for a short period of time and flagmen utilized on both sides of the impeded area to direct traffic.

X. During construction, all parking shall take place on the project site, and, if necessary, any overflow parking may take place within the unimproved roadway easement along Portuguese Bend Road, and shall not obstruct neighboring driveways or pedestrian and equestrian passage. During construction, to the maximum extent feasible, employees of the contractor shall car-pool into the City. A minimum of 4' wide path, from the edge of the roadway pavement, for pedestrian and equestrian passage shall be available and clear at all times.

Y. No drainage device may be located in such a manner as to contribute to erosion or in any way affect a slope, an easement, trail or adjacent properties. The energy dissipaters shall be designed in such a manner as to not cross over any equestrian trails or easements. The drainage system(s) shall not discharge water onto a trail, shall incorporate earth tone colors, including in the design of the dissipater and shall be screened from any trail and neighbors' views to the maximum extent practicable, without impairing the function of the drainage system.

Z. The property owners shall be required to conform to the Regional Water Quality Control Board and County Public Works Department requirements for the installation of best management practices (BMPs) related to solid waste and storm water management, including erosion control measures, and post construction maintenance of stormwater drainage facilities.

AA. During construction, conformance with the air quality management district requirements shall be complied with, so that people or property are not exposed to undue vehicle trips, noise, dust, and objectionable odors.

BB. The property owner and/or his/her contractor/applicant shall be responsible for compliance with the no-smoking provisions in the Municipal Code.

CC. 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.

DD. The property on which the project is located shall maintain an area of minimum of 1,000 square feet to provide an area meeting all standards for a corral with access thereto, if applicable.

EE. Until the applicants execute and record an Affidavit of Acceptance of all conditions of this Variance approval, as required by the Municipal Code, the approval shall not be effective.

FF. Prior to final inspection of the project, "as graded" and "as constructed" plans and certifications shall be provided to the Planning Department and the Building Department to ascertain that the completed project is in compliance with the Planning Commission approved plans. In addition, any modifications made to the project during construction, shall be depicted on the "as built/as graded" plan.

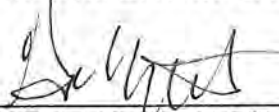
GG. Any proposed modifications and/or changes to the approved project, including resulting from field conditions, shall be discussed with staff so that staff can determine whether the modification is minor or major in nature. Minor modifications are subject to approval by the City Manager or his or her designee. Major modifications are subject to approval by the Planning Commission after a public hearing. The applicant shall not implement modifications or changes to the approved project without the appropriate approval from the City Manager or designee or the Planning Commission, as required. Minor adjustments to the project regarding grading or soil retention may be approved by staff.

HH. To the extent permitted by law, Permittee shall defend, indemnify and hold harmless the City of Rolling Hills, its City Council, its officers, employees and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void any permit or approval for this project authorized by the City, including (without limitation) reimbursing the City its actual attorney's fees and costs in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice. The permittee shall reimburse the City for any court and attorney's fees which the City may be required to pay as a result of any claim or action brought against the City because of this permit. Although the permittee is the real party in interest in an action, the City may, at its sole discretion, participate at its own expense in the defense of the action, but such participation shall not relieve the permittee of any obligation under this condition.

II. All conditions of the Variance approvals, that apply, shall be complied with prior to the issuance of grading or building permit.

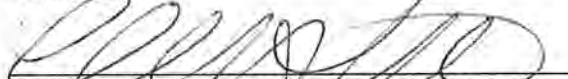
JJ. Landscape screening must be planted and maintained between the addition and adjacent property located at 51 Crest Road East. The plant specimens for screening must be at least eight feet tall when installed. All landscaping must be drought-tolerant. The maximum of fully grown landscaping must not exceed the roof ridge of 15 Flying Mane Road.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF JANUARY 2025.



GREGG KIRKPATRICK, VICE-CHAIRMAN

ATTEST:



CHRISTIAN HORVATH, 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. 2025-01 entitled:

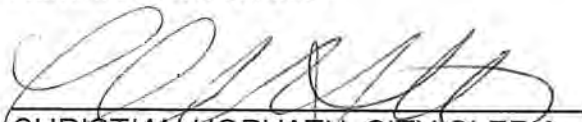
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 24-027 FOR A VARIANCE FOR RESIDENTIAL ADDITION TO ENCROACH INTO THE SETBACK LOCATED AT 15 FLYING MANE ROAD, ROLLING HILLS, CA 90274, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (LOT 54-SF) (MOLLURA & ROGERS)

was approved and adopted at a regular meeting of the Planning Commission on January 21, 2025, by the following roll call vote:

AYES: Cardenas, Soo, Vice Chair Kirkpatrick
NOES:
ABSENT: Douglass
ABSTAIN:

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

Administrative Offices.


CHRISTIAN HORVATH, CITY CLERK

ABBREVIATIONS

A/C	AIRCONDITIONING
A.F.F.	ABOVE FINISH FLOOR
ALUM.	ALUMINUM
AMP.	AMPERE
Ø	AT
BLD'G	BUILDING
BLK'G	BLOCKING
BR	BEDROOM
BOTT	BOTTOM
CABS	CABINET
C.G.	CEILING
CLR.	CLEAR
CONC	CONCRETE
COL.	COLUMN
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
C.O.	CASE OPENING
DBL.	DOUBLE
DED.	DEDICATED
DET.	DETAIL
D.F.	DOUGLAS FIR
DM	DIMENSION
DIA.	DIAMETER
DIAG.	DIAGONAL
DN.	DOWN
DR.	DOOR
DWG	DRAWING
EA	EACH
E.F.	EXHAUST FAN
ELECT.	ELECTRIC(AL)
ELEV.	ELEVATION
ENCL.	ENCLOSURE
EQ.	EQUAL
EXT.	EXTERIOR
EXH	EXHAUST
(E)/ EXIST'G	EXISTING
F.D.	FLOOR DRAIN
FIN.	FINISH
FXTL	FIXTURE
FLUOR.	FLUORESCENT
F.O.S.	FACE OF STUD
F.O.W.	FACE OF WALL
F.F.	FINISH FLOOR
F.G.	FINISH GRADE
F.S.	FINISH SURFACE
FLR	FLOOR
FT.	FOOT, FEET
FXTL	FIXTURE
GA.	GAUGE
GL.	GLASS
G.W.B.	GYPSUM WALL BOARD
G.T.	GRANITE TILE
H.C.	HOLLOW CORE
H.O.D.	HILLSIDE OVERLAY DISTRICT
HDR.	HEADER
HDR.	HARDWOOD
H.W.D.	HOLLOW METAL
H.M.	HORIZONTAL
HORIZ	HORIZONTAL
HR.	HOUR
HT/ HGT.	HEIGHT
H.V.A.C.	HEATING
INSUL.	INSULATION
* OR IN.	INCHES
INT.	INTERIOR
J-BOX	JUNCTION BOX
LAV	LAVATORY
LAM.	LAMINATE
LAV.	LAVATORY
L.H.	LEFT HAND
L.T.	LIGHT
LN.	LINEN
LWT	LIGHTWEIGHT
MAINT.	MAINTENANCE
MAT.	MATERIAL
MAX.	MAXIMUM
MECH.	MECHANICAL
MIN.	MINIMUM
MFG.	MANUFACTURE
MISC.	MISCELLANEOUS
PL.	PLATE
PLYWD.	PLYWOOD
RM.	ROOM
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
PR.	PAIR
(R)	REMODEL
REF	REFRIGERATOR
REQ'D.	REQUIRED
SCHED.	SCHEDULE
S.F.	SQUARE FEET
SKT.	SHEET
SG.	SQUARE
STD.	STANDARD
SL.	SLIDING
STO.	STORAGE
TEMP.	TEMPERED
THK.	THICKNESS
TYP.	TYPICAL
U.N.O.	UNLESS NOTED
VERT.	VERTICAL
VEST.	VESTIBULE
V.I.F.	VERIFY-IN-FIELD
W/	WITH
W.I.C.	WALK-IN-CLOSET
WO.	WOOD
WDO	WINDOW
W/O	WITHOUT
WC	WALL COVERING
W.C.	WATER CLOSET
W/H OR W.H.	WATER HEATER
W.P.	WATER PROOF
W.R.	WATER RESISTANT

ROGERS RESIDENCE

15 FLYING MANE RD., ROLLING HILLS, CA 90274

REMODEL/ ADDING A MASTER SUIT - ATTACH THE GARAGE AND REMODEL FRONT PORCH



PROJECT CONTACT

PRIMARY CONTACT:

OWNER:
TIFFANY & MICHELLE ROGERS
15 FLYING MANE RD.
ROLLING HILLS, CA 90274
(310) 890-4196

DESIGNER:

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2219 CARRIAGE DR
ROLLING HILLS ESTATES
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2380 HAWTHORNE BLVD.
TORRANCE, CA 90505
(310) 375-9700
500242@cadwest.com

ARCHITECT:

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2880 OCEAN PARK BLVD
SANTA MONICA, CA 90405
310-452-6500

ENGINEER:

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3579 E FOOTHILL BLVD
PASADENA, CA 91107
(310) 795-1395

PROJECT DATA

OWNER: TIFFANY & MICHELLE ROGERS
PROJECT LOCATION: 15 FLYING MANE RD.
ROLLING HILLS, CA 90274
ASSESSOR'S ID #: 7567-000-028
LEGAL DESCRIPTION: RECORD OF SURVEY AS PER BK
54 PG 8 TO 10 OF RECORD OF SURVEYS LOT 54
REGION/CLUSTER: 14 / 14177
LAND USE DESIGNATION: OCCUPANCY : SINGLE FAMILY
ZONING : RAS-1
CONSTRUCTION TYPE : V
NUMBER OF STORIES : 1 + BASEMENT
FIRE SPRINKLER SYSTEM : NO
ZONING CASE NUMBER: ZC 04-027
PROJECT DESCRIPTION: ADD MASTER SUIT; FRONT PORCH REMODEL
PROJECT SCOPE OF WORK: • ADD MASTER BEDROOM/BATHROOM AND
WALK-IN CLOSET
• NEW ENTRY PORCH
• NEW FLOOR PLANS
• NEW ROOF/ROOFLINE
• ADD OUTDOOR BBQ AREA
• ADD ACCESS FROM THE GARAGE
• NEW OUTDOOR STAIRS TO THE BARN
APPLICABLE CODES: THIS PROJECT SHALL COMPLY WITH TITLE-24
-2022 (CBC) CALIFORNIA BUILDING CODE
-2022 (CPC) CALIFORNIA PLUMBING CODE
-2022 (CMC) CALIFORNIA MECHANICAL CODE
-2022 (CEC) CALIFORNIA ELECTRICAL CODE
-2022 (CRC) CALIFORNIA RESIDENTIAL CODE
-2022 ENERGY CODE & CALIFORNIA GREEN CODE
-AND CURRENT ROLLING HILLS CITY MUNICIPAL CODE

AREA TABULATIONS

LOT SIZE	1.11 ACRES
EXISTING BUILDING	2,427 Sq. Ft.
ADDITION:	748 Sq. Ft.
PROPOSED BUILDING	3,175 Sq. Ft.

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A-1.4	PROPOSED STAIRS PLAN / ELEVATION
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A-2.1.1	PROPOSED FLOOR PLANS
A-3.0	EXISTING ELEVATIONS
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A-7.0	EXISTING LANDSCAPE-PLANTS LIST
A-7.1	PROPOSED LANDSCAPE-PLANTS LIST

GENERAL NOTES

THE BUILDING ADDITION SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH THE BUILDING CODE AND OTHER RULES, REGULATIONS AND ORDINANCES GOVERNING THE PLACE OF THE DRAWING AND IT SHALL BE THE RESPONSIBILITY OF THOSE SUPPLYING LABOR AND MATERIALS OR BOTH TO INSTILL THEIR WORK IN CONFORMANCE WITH THE CODE AND TO BRING TO THE ATTENTION OF THE OWNER ANY DISCREPANCIES OR CONFLICTS BETWEEN THE REQUIREMENTS OF THE CODE AND THE DRAWINGS. ALL WORK SHALL BE PROPERLY INSTALLED, LEVELED, PLUMB AND TRUE BY SKILLED MECHANICS. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS. CONTRACTOR IS ENCOURAGED TO PROPOSE AMENDMENTS IF IT WILL RESULT IN LOWER COSTS, IMPROVEMENTS, OR SHORTEN COMPLETION DATE. APPROVAL SHALL BE OBTAINED FROM OWNER PRIOR TO EXECUTING ANY MODIFICATION OR GENERAL DEVIATION FROM DRAWINGS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE WORK OF HIS SUBCONTRACTORS AND SHALL COORDINATE ALL ACTIVITIES OF ALL TRADES ENGAGED IN THE CONSTRUCTION. ALL CONTRACTORS SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS BEFORE COMMENCING WITH BIDS AND SUBSEQUENT WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL METHODS, PROCEDURES, EXISTING CONDITIONS WHICH NECESSITATE ANY CHANGES OR MODIFICATIONS, AN APPROVAL MUST BE OBTAINED FROM THE OWNER PRIOR TO THE THROUGHOUT START OF SAID CHANGES. CONFLICTS BETWEEN THE ARCHITECTURAL AND STRUCTURAL DRAWINGS MUST BE VERIFIED WITH THE DESIGNER BEFORE CONSTRUCTIONS CAN PROCEED. DO NOT SCALE DRAWINGS. ALL DIMENSIONS SHALL HAVE PREFERENCE OVER SCALE AND SCALE SHALL BE FIELD VERIFIED. CONTRACTOR SHALL CARRY LIABILITY INSURANCE AND AGREE TO HOLD ET HARMLESS OF ALL LAWSUITS ARISING FROM HIS ACTIVITIES DURING THE PERIOD OF CONSTRUCTION. CONTRACTOR ALSO AGREES TO HOLD THE OWNER AND ET HARMLESS OF ALL LAWSUITS AFTER CONSTRUCTION HAS BEEN COMPLETED DUE TO ANY DEFECTS THAT MAY EXIST IN THE TECHNICAL WORKMANSHIP. THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR COLLECTIONS, TRANSMITTING, AND SUBMITTING ANY REQUESTED ITEMS TO THE OWNER FOR APPROVAL PRIOR TO FABRICATION, INSTALLATION, AND/OR CONSTRUCTION, AS STATED IN THE SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL PERMITS AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH APPLICABLE CODES AND GOVERNING REGULATIONS. THE CONTRACTOR AND SUB CONTRACTORS SHALL BE MUTUALLY RESPONSIBLE FOR REPAIRING, REPLACING OR REFINISHING ANY EXISTING OR IN-PLACE WORK ALTERED OR DAMAGED BY THEIR OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPERVISION, SCHEDULING AND ON-SITE COORDINATION OF THE WORK OF ALL INVOLVED SUB-CONTRACTORS AND TRADES TO MAINTAIN EFFICIENCY AND QUALITY DURING PROGRESS OF THE WORK. SUPPORT BRACKETS BACKING PLATES, ANCHORAGES AND THE LIKE, FOR CABINETS, CASEWORK, BUILD-IN FURNITURE AND ALL OTHER ITEMS ESSENTIAL TO THE OPERATION OF THE FACILITY, INCLUDING WALL-MOUNTED FIXTURES, SUCH AS GRAB BARS, HANDRAILS, TOILETS, SINKS, ECT. TRENCHES (INTO WHICH A WORKER MUST ENTER) SHALL NOT EXCEED FIVE FEET IN DEPTH. PROVIDE AND MAINTAIN ALL FENCES, SCAFFOLDS, RAIN PROTECTION, BARRICADES, ETC. FOR PROPER PROTECTION OF THE BUILDING AND MATERIALS FROM WEATHER AND OTHER CAUSES. THE CONTRACTOR SHALL FURNISH ADEQUATE SHORING, BRACING ECT. AS REQUIRED TO SAFELY EXECUTE ALL WORK. MAINTAIN THE BUILDING AND SITE IN CLEAN AND ORDERLY MANNER. PROVIDE DUST BARRIERS AS REQUIRED. REMOVE TRASH AND DEBRIS PROMPTLY FROM SITE. STORE MATERIALS ON PALLETS. PROTECT ALL FINISH SURFACES. LEAVE JOB IN BROOM CLEAN CONDITIONS AT THE END OF EACH WORK DAY. AT THE COMPLETION OF THE JOB REMOVE WASTE MATERIAL, DEBRIS, RUBBISH, TOOLS, EQUIPMENT AND SURPLUS. CLEAN SIGHT EXPOSED SURFACES AT COMPLETION OF JOB. PROVIDE OWNER WITH ALL WARRANTIES, INSTRUCTION MANUALS, KEYS, CERTIFICATES OF INSPECTION AND PROJECT RECORD DOCUMENTS.

VICINITY MAP



PROJECT

ROGERS RESIDENCE

15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE

COVER SHEET
SCOPE OF WORK

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

DRAWN: SA
CHECKED:

DATE: 01.18.2023

SCALE:

JOB NO.:

SHEET:

CS-1

OF SHEETS

SUSTAINABLE GREEN BUILDING PROGRAM AND ENERGY EFFICIENCY STANDARDS Requirements for LOW-RISE RESIDENTIAL BUILDING. A building that is of Occupancy Group R and is six stories or less, or that is a one- or two-family dwelling or townhouse. Energy performance* (current requirements until the adoption of the 2019 Green code energy requirements 7/1/2014) 4.201.1 For the purposes of energy efficiency a green building should achieve at least a 15 percent reduction in energy usage when compared to the State's mandatory energy efficiency standards. A4.203.1 [Residential] Energy performance. Using an Alternative Calculation Method (ACM) approved by the California Energy Commission, calculate each building's energy and CO 2 emissions, and compare it to the standard or "budget" building to achieve the following: Exceed the California Energy Code based on the 2008 energy standards requirements by 15 percent. All projects must demonstrate compliance with 2008 California Energy Efficiency Standards (Title 24, Part 6) by submitting all required forms and calculations for review and approval by the Building Official to demonstrate the base and 15% compliance requirements. A4.208 Residential Water Heating Design, Equipment and Installation. The following sections are mandatory as per: A4.208.1 Tank type water heater efficiency. The Energy Factor (EF) for a gas-fired storage water heater less than or equal to 75,000 BTU/h shall be higher than .60 and for those exceeding 75,000 BTU/h shall be .84 or higher. A4.208.2 Tankless water heater efficiency. The Energy Factor (EF) for a gas-fired tankless water heater shall be .80 or higher. A4.208.4 Pipe insulation and heat traps. Pipe insulation of not less than R-6 shall be installed at all hot water distribution and re-circulation system piping. Heat traps shall be installed at all non-circulating hot water heaters and tanks. A4.208.5 Solar water heating stub out. Pre-plumb piping and sensor wiring from water heater to roof for future solar water heating. A4.209.1 Each major appliance shall meet-ENERGY STAR if an ENERGY STAR designation is applicable for that appliance, including but not limited to: exhaust fans, ceiling fans, clothes washers, refrigerators, freezers, wine coolers, primary space heating - ventilating-, and air conditioning equipment, and dishwashers. WATER EFFICIENCY* INDOOR WATER USE 4.301.1 The provisions shall establish the means of conserving water used indoors, outdoors, and in wastewater conveyance. indoor water use section 4.303 requirements shall apply to any new indoor water fixtures to obtain 20% savings compared to the baseline provided in table 4.303.1 * Indoor Water fixtures must incorporate the fixture flow rates of table 4.303.2 Indoor water fixtures must incorporate the fixture flow rates

Fixture Type	Flow Rate
Lavatory faucets	1.2 gpm @ 60 psi
Kitchen faucets	1.5 gpm @ 60 psi
Water Closets (toilets)	1.28 gpf
Showerheads	1.8 gpm @ 80 psi
Urinals	0.125 gpf

Alternatively, the applicant can provide a water budget calculation that can demonstrate the 20% savings as per California energy code section 4.30.1. SECTION 4.301 GENERAL 4.301.1 Scope. The provisions of this chapter shall establish the means of conserving water used indoors, outdoors and in wastewater conveyance. SECTION 4.303 INDOOR WATER USE 4.303.1 Water conserving plumbing fixtures and fittings. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the following: 4.303.1.1 Water closets. The effective flush volume of all water closets shall not exceed 1.28 gallons per flush. Tank -type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-type Toilets. Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush. 4.303.1.2 Urinals. The effective flush volume of urinals shall not exceed 0.5 gallons per flush. 4.303.1.3 Showerheads. 4.303.1.3.1 Single showerhead. Showerheads shall have a maximum flow rate of not more than 2.0 gallons per minute at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads. 4.303.1.3.2 Multiple showerheads serving one shower. When a shower is served by more than one showerhead, the combined flow rate of all showerheads and/or other shower outlets controlled by a single valve shall not exceed 2.0 gallons per minute at 80 psi, or the shower shall be designed to allow only one shower outlet to be in operation at a time. Note: A hand-held shower shall be considered a showerhead. 4.303.1.4 Faucets. 4.303.1.4.1 Residential lavatory faucets. The maximum flow rate of residential lavatory faucets shall not exceed 1.5 gallons per minute at 60 psi. The minimum flow rate of residential lavatory faucets shall not be less than 0.8 gallons per minute at 20 psi. 4.303.1.4.2 Lavatory faucets in common and public use areas. The maximum flow rate of lavatory faucets installed in common and public use areas (outside of dwellings or sleeping units) in residential buildings shall not exceed 0.5 gallons per minute at 60 psi. 4.303.1.4.3 Metering faucets. Metering faucets when installed in residential buildings shall not deliver more than 0.25 gallons per cycle. 4.303.1.4.4 Kitchen faucets. The maximum flow rate of kitchen faucets shall not exceed 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons per minute at 60 psi. Note: Where complying faucets are unavailable, aerators or other means may be used to achieve reduction. 4.303.2 Standards for plumbing fixtures and fittings. Plumbing fixtures and fittings shall be installed in accordance with the California Plumbing Code, and shall meet the applicable standards referenced in Table 1401.1 of the California Plumbing Code. OUTDOOR WATER USE 4.304 Outdoor water use reference the mandatory model water efficiency landscape ordinance (MWEL0) contained within chapter 2.7, division 2, title 23, California code of regulations. After December 1, 2015 new residential development with an aggregate landscape are equal to or greater than 500 sq. ft. shall comply with one of the following options:

section 4.304.1 1. A local water efficient landscape ordinance or the current California department of water resources model "water efficient landscape ordinance (mwelo), whichever is more stringent; or 2. Projects with aggregate landscape area than 2,500 square feet may comply with the MWEL0's appendix "D" Prescriptive Compliance Option.

OUTDOOR WATER USE 4.304 Outdoor water use reference the mandatory model water efficiency landscape ordinance (MWEL0) contained within chapter 2.7, division 2, title 23, California code of regulations. After December 1, 2015 new residential development with an aggregate landscape are equal to or greater than 500 sq. ft. shall comply with one of the following options:

section 4.304.1 1. A local water efficient landscape ordinance or the current California department of water resources model "water efficient landscape ordinance (mwelo), whichever is more stringent; or 2. Projects with aggregate landscape area than 2,500 square feet may comply with the MWEL0's appendix "D" Prescriptive Compliance Option. ENHANCED DURABILITY AND REDUCED MAINTENANCE Annular spaces around pipes, electric cables, conduits, or other openings in plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or similar method acceptable to the enforcing agency. Piping prone to corrosion shall be protected in accordance with section 313.0 of the Los Angeles Plumbing Code.

. Materials delivered to the construction site shall be protected from rain or other sources of moisture. BUILDING MAINTENANCE AND OPERATIONS An operation and maintenance manual shall be provided to the building occupant owner including, at a minimum, the items listed in section 4.410.1 shall be completed and place in the building at the time of final inspection. ENVIRONMENTAL QUALITY* 4.501.1 The provisions of this chapter shall outline means of reducing the quantity of air contaminants that are odorous, irritating and/or harmful to the comfort and well-being of a building's installers, occupants and neighbors. Requirements for adhesives, sealants, caulks, and finishes shall apply to any construction. Fireplace Section 4.503 shall apply to any new gas fireplaces. 4.503 Fireplaces - General. Any installed gas fireplace shall be a direct-vent sealed-combustion type with approval number per section 4.503.1.

Any installed woodstove or pellet stove shall comply with the U.S. EPA Phase II emission limits where applicable. Woodstoves, pellet stoves and fireplaces shall also comply with applicable local ordinances. * Pollution Control* 4.504 Pollution control must be provided as follows.

- All duct and related distribution component openings must be covered with tape or other approved means to prevent dust accumulation.
- Adhesives, sealants, and caulks must meet minimum VOC limits (see VOC Limits Handout).
- Paints and coatings must meet minimum VOC limits (see VOC Limits Handout).
- Aerosol Paints and coatings shall meet the Product-Weighted MIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (d)(2) of California Code of Regulations, Title 17, commencing with Section 94520.
- All carpet installed in the building interior shall meet the testing and product requirements of one of the following:
 - Carpet and Rug Institute's Green Label Plus Program.
 - California Department of Public Health Standard Practice for the testing of VOCs (Specification 01350).
 - NSF/ANSI 140 at the Gold Level.
 - Scientific Certifications Systems Indoor Advantage Gold.

- All carpet cushion installed in the building interior shall meet the requirements of the Carpet and Rug Institute Green Label program.
- All carpet adhesive shall meet minimum VOC limits (see VOC Limits Handout).
- Where resilient flooring is installed, at least 80 percent of floor area receiving resilient flooring shall comply with the VOC emission limits defined in Collaborative for High Performance Schools (CHPS) Low-emitting Materials List or certified under the Resilient Floor Covering Institute (RCFI) Floor Score program.
- Hardwood plywood, particleboard and medium density fiberboard composite wood products used in the interior or exterior of the building shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq.), by or before the dates specified in those sections, as shown in Table 4.504.5 TABLE 4.504.5 FORMALDEHYDE LIMITS IN PARTS PER MILLION

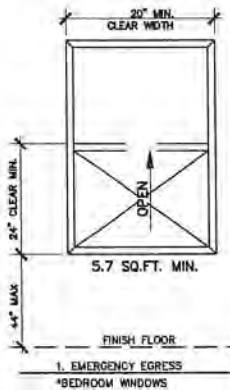
Product	Current Limit	January 1, 2014
July 1, 2014 Hardwood ply veneer core	.05	
Hardwood ply composite core		.05
.05 Particleboard	.09	
Medium Density Fiberboard	.11	
Thin med. Density Fiberboard		.13
.13		

Documentation for the items listed above must be made available to your inspector upon request. ENVIRONMENTAL QUALITY (POLLUTANT CONTROL) All carpet installed in the building interior shall meet the testing and product requirements of one of the following: i.) carpet and rug institute's green label plus program or ii.) California department of public health standard method for the testing of voc emissions (spec 01350) or iii.) NSF/ANSI 149 at the gold level or iv.) scientific certifications systems indoor advantage gold. Carpet and Carpet System shall be compliant flooring shall comply with VOC limits. Section 4.504.3 INTERIOR MOISTURE CONTROL-CGBSC 4.505 A capillary break shall be installed and shall consist of the following: a 4-inch thick base of 2 inch or larger clean aggregate shall be provided with a vapor barrier in direct contact with concrete and a concrete mix design, which will address bleeding, shrinkage, and curling, shall be used. For additional information, see American Concrete Institute ac 302.2r-06. An equivalent slab design by a design professional is acceptable. MOISTURE CONTENT OF BUILDING MATERIALS - CGBSC 4.505.3 Building materials with visible signs of water damage shall not be installed. Moisture content of a building materials used in wall and floor framing should not exceed 19 percent when checked before enclosure. section 4.505.3. Moisture content shall be verified in compliance with the following:

- moisture content shall be determined with either a probe-type or contact-type moisture meter.
- moisture readings shall be taken at a point 2 feet to 4 feet from the grade stamped end of each piece to be verified.
-
- at least three random moisture readings shall be performed on wall and floor framing with documentation provided immediately prior to enclosure of the wall and floor framing, documentation to be submitted to the building inspector at rough framing. insulation products which are visibly wet or have high moisture content shall be replaced or allowed to dry prior to prior to enclosure in wall or floor cavities. wet-applied insulation products shall follow the manufacturers' drying recommendations prior to enclosure. STORM WATER POLLUTION CONTROL REQ. 1. THE FOLLOWING REPRESENT THE MINIMUM STANDARDS OF GOOD HOUSEKEEPING THAT MUST BE IMPLEMENTED TO CONSTRUCTION SITE.
 - Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheet-flow, swales, area drains, natural drainage courses or wind.
 - Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water.
 - Fuels, oils, solvents and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil and surface waters. All approved storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into drainage system.
 - Non-stormwater runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
 - Excess or waste concrete may not be washed into the public way or any other drainage system, provisions shall be made to retain concrete wastes on site until they can be disposed of as solid waste.
 - Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
 - Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public way. Accidental depositions must be swept up immediately and may not be washed down by rain or other means.
 - Any slopes with disturbed soils or denuded of vegetation must be stabilized so as to inhibit erosion by wind and water.

NOTES.

- ALL EXTERIOR JOINTS, PENETRATIONS AND OPENING IN THE BUILDING ENVELOPE SHALL BE CAULKED AND SEALED. ANNULAR SPACES AROUND PIPES, ELECTRIC CABLES, CONDUITS, OR OTHER OPENINGS IN PLATES
- AT EXTERIOR WALLS SHALL BE PROTECTED AGAINST THE PASSAGE OF RODENTS BY CLOSING SUCH OPENINGS WITH CEMENT MORTAR, CONCRETE MASONRY OR METAL PLATES OR SIMILAR METHOD ACCEPTABLE TO THE ENFORCING AGENCY. SECTION 4.406.1
- ALL METAL, WINDOWS AND SLIDING GLASS DOORS LABELED CERTIFYING COMPLIANCE WITH SECTION 110.6 TABLE 110.6-A AND TABLE 110.6-B STANDARDS FOR DOORS AND WINDOWS, OF THE STANDARD. SMOOTH FINISH STUCCO TOP (OVER 2 LAYERS GRADE D PAPER BETWEEN PLYWOOD SHEAR PANEL AND 4. EXTERIOR LATH)
- HALLWAY WIDTHS SHALL BE 36 INCHES MINIMUM (R311.6 CRC)
- SPECIFY MINIMUM INCH PER FOOT ROOF/DECK SLOPE FOR DRAINAGE. (R106.1.1 CRC) 4 MINIMUM 1 INCH CLEARANCE SHALL BE PROVIDED BETWEEN THE ATTIC INSULATION AND THE ROOF SHEATING WHERE EAVE OR CORNICE VENTS ARE INSTALLED. [R806.3 CRC]
- AT EXTERIOR DOORS, PROVIDE A CONCRETE LANDING (36" DEEP x DOOR WIDTH) WITH A MINIMUM SLOPE OF 1/4" PER - FOOT FOR DRAINAGE. THE LANDING SHALL NOT BE MORE THAN 1 1/2" LOWER THAN THE THRESHOLD OF THE DOORWAY AT THE MAIN EXIT DOOR AND MAY BE 7 3/4" MAXIMUM LOWER THAN THE THRESHOLD WHEN THE DOOR DOES NOT SWING OVER THE LANDING.
- INSULATION BLANKETS WITH A MINIMUM RATING OF R-12 INSTALLED ON STORAGE TANKS AND ON HOT WATER HEATER TO KITCHEN FIXTURES.
- ALL PIPING ≥ 1-INCH IN DIAMETER SHOULD BE INSULATED WITH 1.5-INCH INSULATION THICKNESS; PIPES < 1-INCH DIAMETER, MINIMUM INSULATION IS 1-INCH THICKNESS. (TABLE 120.3A)
- INSULATION OF THE FIRST FIVE FEET OF HOT AND COLD WATER OUTLET PIPES FROM THE STORAGE TANK OF NEW AND EXISTING PIPING PER TABLE 120.3A
- MINIMUM 1 INCH CLEARANCE SHALL BE PROVIDED BETWEEN THE ATTIC INSULATION AND THE ROOF SHEATING WHERE EAVE OR CORNICE VENTS ARE INSTALLED. [R806.3 CRC]
- BATHROOM AND WHIRLPOOL BATHS SHALL BE PROVIDED WITH A TRAP DOOR ACCESS WITHIN 20 FEET OF THE PUMP. CPC409.6
- RADIANT HEATING BARRIER REQUIRES AN APPLICABLE ENERGY REPORT AND DETAILS FOR MANUFACTURE'S SPECS PLUS 1-1/2" TO 2" AIR GAP. ALL WINDOW AND SLIDING GLASS DOOR ASSEMBLIES MUST BE DUAL-PANED AND ALUMINUM FRAME OR
- HAVE A U-VALUE OF 0.32 AND SHGC OF 0.25 (MANUFACTURER LABELS SHOULD STAY ON FOR INSPECTOR TO VERIFY) SHOWERS AND WALLS ABOVE BATHTUBS WITH SHOWER HEADS SHALL BE FINISHED WITH A SMOOTH.
- NONABSORBENT SURFACE TO A HEIGHT NOT LESS THAN 72 INCHES ABOVE THE FLOOR [1210.2.3 CBC] (R307.2 CRC)
- BEDROOM EMERGENCY EGRESS: EACH BEDROOM SHALL HAVE A DOOR DIRECTLY TO THE EXTERIOR OR A WINDOW THAT WILL PROVIDE A CLEAR SPACE OPENING OF AT LEAST 5.7 SQUARE FEET IN THE OPEN POSITION (5 SQ.FT. AT GRADE FLOOR OPENING), AND A MINIMUM CLEAR OPENING WIDTH OF 20 INCHES AND CLEAR OPENING HEIGHT OF 24 INCHES AND A MAXIMUM SILL HEIGHT OF 44 INCHES ABOVE THE FLOOR [1030 CBC] (R310 CRC)



- PER CBC [2406.3] SHOW SAFETY GLAZING IN THE FOLLOWING LOCATIONS: a.) GLAZING IN SHOWER AND TUB ENCLOSURES (LESS THAN 60 INCHES ABOVE STANDING SURFACE AND 60\"/>



TYPICAL TOILET SEAT CLEARANCE



PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
GENERAL NOTES

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

DRAWN
SA

CHECKED
DATE
01 18 2023
SCALE
JOB NO.
SHEET

GN-1

NOTE

THIS SURVEY AND MAP ARE THE PROPERTY OF IWS SURVEYING AND MAY NOT BE MODIFIED, ALTERED, OR CHANGED IN ANY FASHION WITHOUT PRIOR WRITTEN APPROVAL BY IWS SURVEYING AND THE CLIENT FOR WHOM THE SURVEY WAS PREPARED. THIS PROVISION EXTENDS TO THE RESULTING PLOT OF SAID MAP AND THE COMPUTER DIGIT OR E-MAIL OF THAT MAP AS PROVIDED TO THE CLIENT. ANY VIOLATION OF THIS PROVISION WILL VOID ANY PROFESSIONAL OBLIGATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, BY IWS SURVEYING AS TO SUCH CHANGED MATERIAL.

ALL MEASUREMENTS SHOWN TO PROPERTY LINES (PL) ARE MEASURED PERPENDICULAR (90° ANGLE) TO PROPERTY LINE.

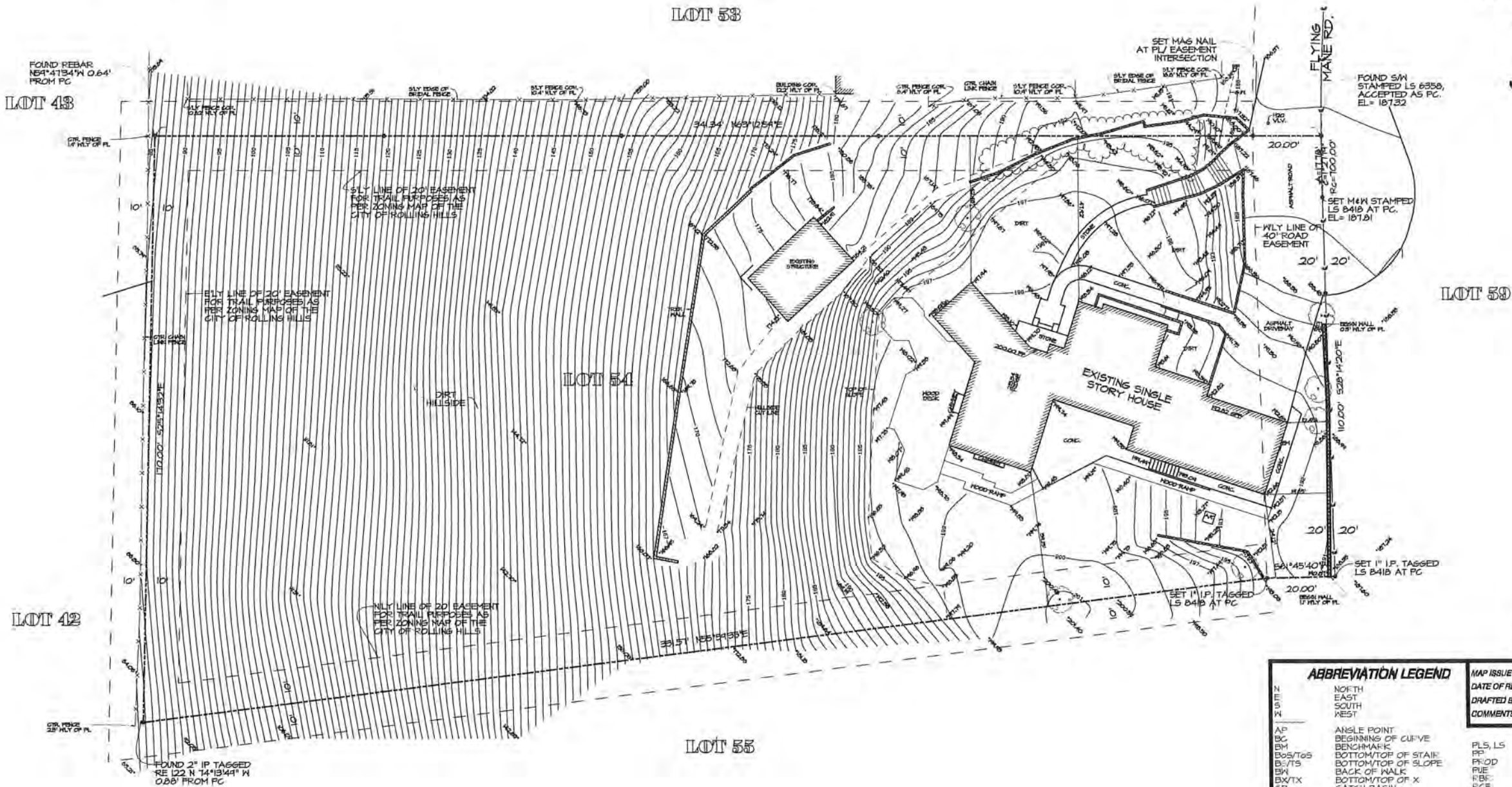
ALL BUILDING CORNERS SHOWN WERE MEASURED FROM FINISHED BUILDING MATERIALS, UNLESS OTHERWISE NOTED.

BASIS OF BEARING: S 0°33'30" W BEING THE CENTERLINE OF FLYING MANE RD. AS PER RECORD OF SURVEY BOOK 59 PAGES 8-10 AS FILED IN THE RECORDS OF THE COUNTY OF LOS ANGELES

BENCHMARK: ASSUMED ELEVATION = 187.32 AT SPIKE & WASHER STAMPED LS 8358 BEING THE NORTH MOST PC OF LOT 54, R.S. BK 59-8-10

IWS
SURVEYING

CLIENT:
MICHELLE MOLLURA
PROJECT NO.
21-147
DATE OF SURVEY:
11-18-21, 1-18-22,
7-20-22
ASSESSOR'S I.D. NUMBER:
1567-004-026
LEGAL DESCRIPTION
R.S. BK 59-8-10,
LOT 54



SCALE 1"=16'
0 16 32

EASEMENT NOTES:
A TITLE POLICY WAS NOT REVIEWED FOR EASEMENTS.
NO CLAIM IS MADE AS TO WHETHER OR NOT EASEMENTS EXIST,
UNLESS OTHERWISE SHOWN HEREON.

ABBREVIATION LEGEND

N	NORTH
E	EAST
S	SOUTH
W	WEST
AP	ANGLE POINT
BC	BEGINNING OF CURVE
BM	BENCHMARK
BoS/ToS	BOTTOM/TOP OF STAIR
B/S/TS	BOTTOM/TOP OF SLOPE
BW	BOTTOM/TOP OF WALK
BW/TX	BOTTOM/TOP OF X
CB	CATCH BASIN
CL	CENTERLINE
CLF	CHAIN-LINK FENCE
CN	CONCRETE NAIL
C/O	CLEAN OUT
CTR	CENTER
D-N	DRAIN
DWY	DRIVEWAY
EC	END OF CURVE
EG	EDGE OF GUTTER
EP	EDGE OF PAVEMENT
FF/FS	FINISH FLOOR/SURFACE
FL	FLOW LINE
FD	FOUND
GB	GRADE BREAK
GFF	GAP/AGE FINISH FLOOR
G.M., G. MT.	GAS METER
G.M.	GUY WIRE
I/L / O/L	INLET/OUTLET
IN	INVERT
IP	IRON PIPE/PIPE
LANDS/S	LANDSCAPING
L STD.	LIGHT STANDARD
L&T	LEAD AND TAG
LTT	LEAD, TAG, AND TAG
M&W	MAG NAIL & WASHER
O/S	OFFSET
PC	PROPERTY CORNER
RCP	PERMANENT CONTROL POINT
PL	PROPERTY LINE

MAP ISSUE DATE: 11-23-21
DATE OF REVISION: 7-26-22
DRAFTED BY: DRI
COMMENTS:

PLS, LS	LICENSED SURVEYOR
PP	POWER POLE
PROD	PRODUCED
PUE	PUBLIC UTILITY EASEMENT
REB&P	REGISTERED CIVIL ENGINEER
R&H	RANGE
RTW	RETAINING WALL
RO-WAT	RIGHT-OF-WAY
R&D	RAILROAD
SDMH	STORM DRAIN MANHOLE
SPK	SPIKE
SS&H	SANITARY SEWER MANHOLE
S&W	SPIKE AND WASHER
TC	TOP OF CURB
TEL PL	TELEPHONE POLE
TS	TOP OF GRADE
ToS/BoS	TOP/BOTTOM OF STAIR
W.M., W. MTR.	WATER METER
WH	WELL HOLE

LINE TYPE LEGEND

PROPERTY LINE	---
CENTERLINE	—+—+—+—
EXISTING FENCE	-X-X-X-
ROCK WALL	=====

LICENSED SURVEYOR:
ALL MAPS, PLATS, REPORTS, DESCRIPTIONS,
OR OTHER DOCUMENTS ARE PREPARED
UNDER THE RESPONSIBLE CHARGE OF A
CALIFORNIA PROFESSIONAL LAND SURVEYOR
LICENSED TO PRACTICE LAND SURVEYING IN
THE STATE OF CALIFORNIA, PLS. 8418
CHRISTOPHER N. VALLI, REG. 10010
THE PROFESSIONAL LAND SURVEYOR'S ACT
OF 1987, AND PROFESSIONAL CODE, CHAPTER
15, SECTIONS 87202-87205



SHEET:
C1.0

PREPARED BY:
IWS SURVEYING
2558 VIA TELON
PALOS VERDES ESTATES
CALIFORNIA 90274-1348
PHONE: 310.791.0904
FAX: 310.791.0914

NOTE

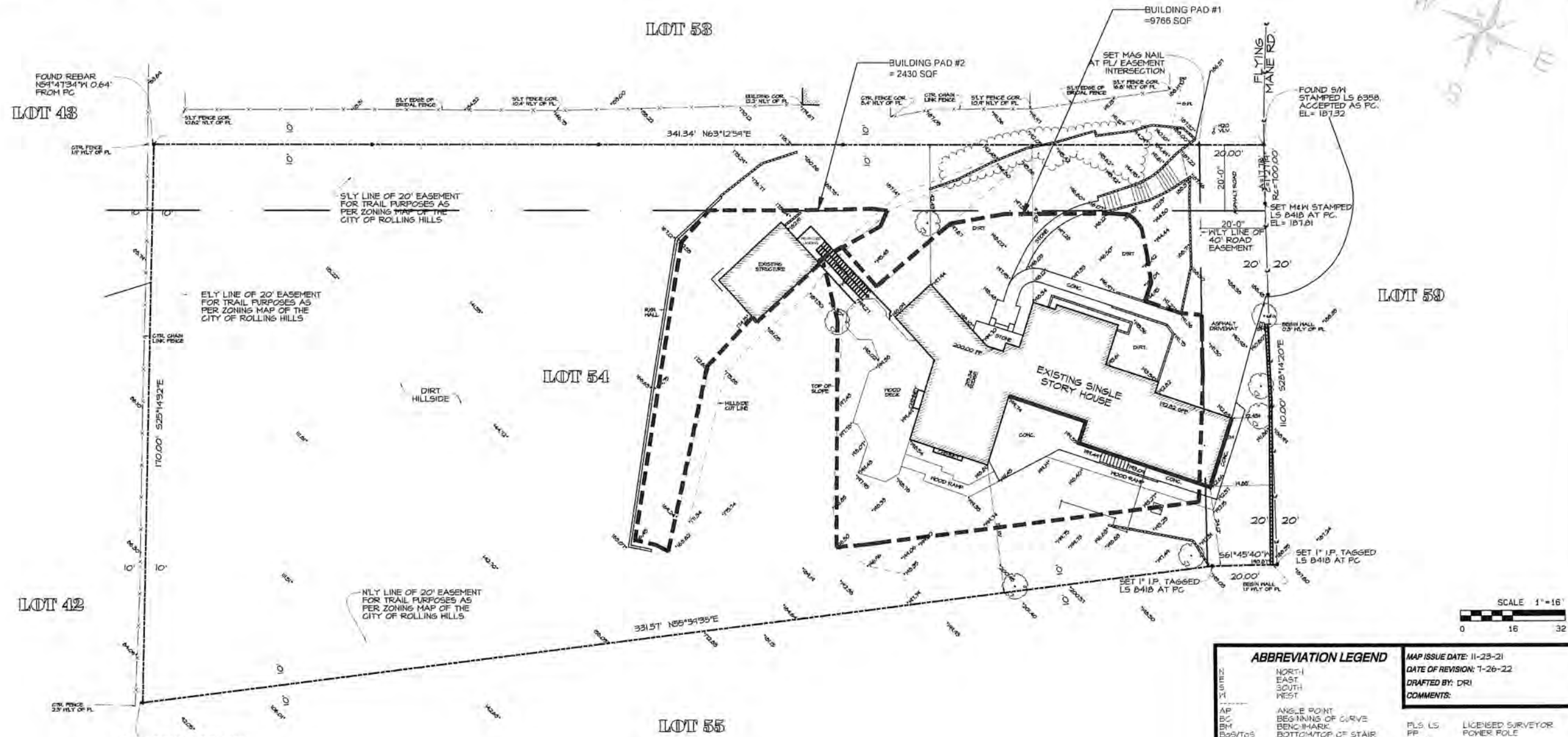
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BASIS OF BEARINGS: S 0°33'30" W BEING THE CENTERLINE OF FLYING MANE RD. AS PER RECORD OF SURVEY BOOK 59 PAGES 8-10 AS FILED IN THE RECORDS OF THE COUNTY OF LOS ANGELES

BENCHMARK: ASSUMED ELEVATION= 187.32 AT SPIKE & WASHER STAMPED LS 6358 BEING THE NORTH MOST PC OF LOT 54, R.S. BK 59-8-10



EASEMENT NOTES:
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ABBREVIATION LEGEND

MAP ISSUE DATE: 11-23-21
DATE OF REVISION: 7-26-22

DRAFTED BY: DRI
COMMENTS:

PLS. LS	LICENSED SURVEYOR
PP	POWER POLE
PROD	PRODUCED
PUE	PUBLIC UTILITY EASEMENT
RBR	REBAR
RCE	REGISTERED CIVIL ENGINEER
RNG	RANCH
R/W	RETAINING WALL
R/W	RIGHT OF WAY
R/R	RAILROAD
SDMB	STORM DRAIN MANHOLE
SPK	SPIKE
SSMH	SANITARY SEWER MANHOLE
S/N	SPIKE AND WASHER
TC	TOP OF CURB
TEL PL	TELEPHONE POLE
TO	TOP OF GRADE
TOB/BS	TOP/BOTTOM OF STAIR
W/L, W. MTR	WATER METER
W/H	WELL HOLE

LINE TYPE LEGEND

PROPERTY LINE	---
CENTERLINE	—+—+—+—
EXISTING FENCE	-X-X-X-
ROCK WALL	=====

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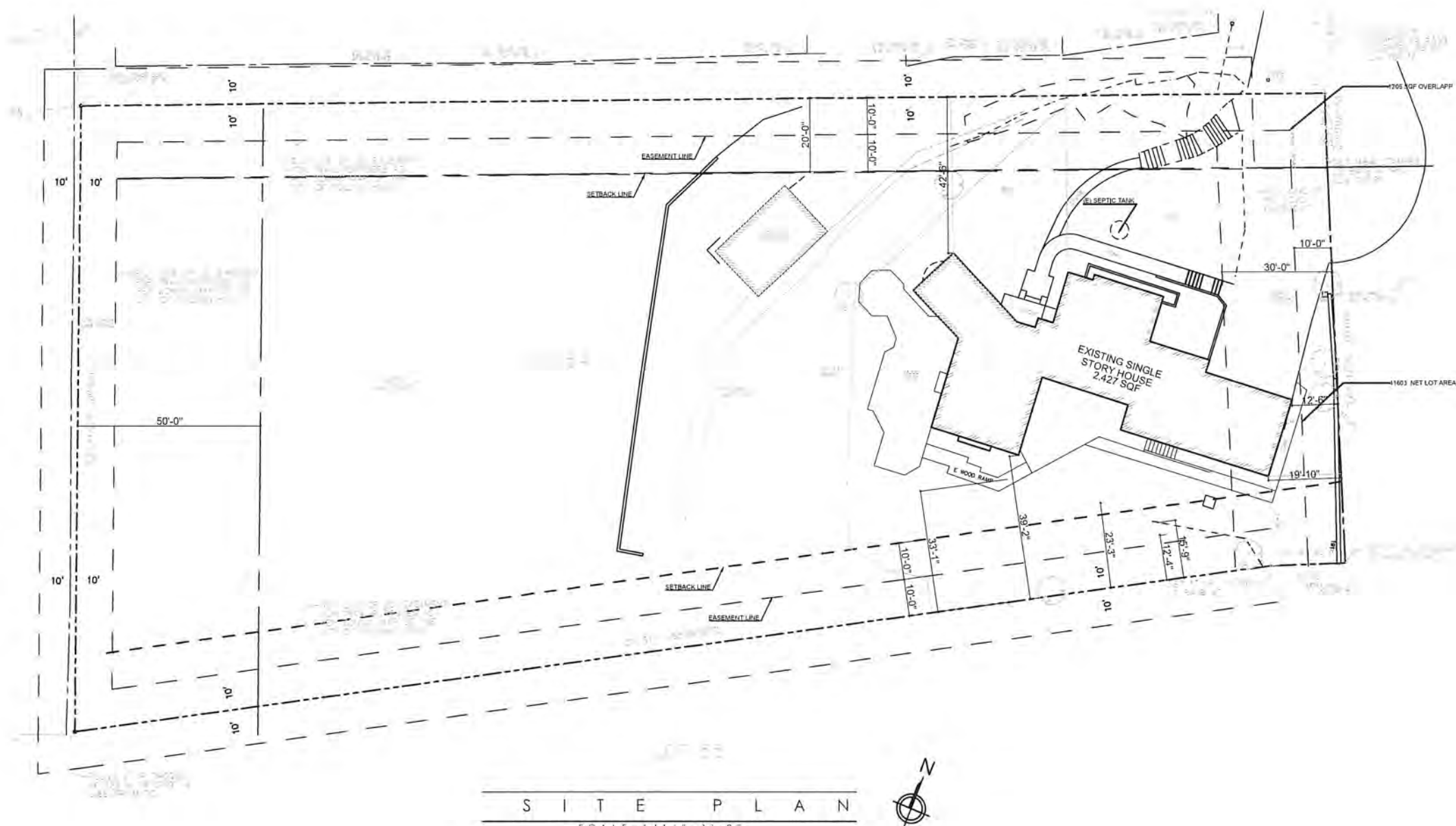
PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
SURVEY

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

DRAWN	SA
CHECKED	
DATE	11.28.2022
SCALE	NTS
JOB NO.	
SHEET	

A-1.0



S I T E P L A N
SCALE = 1/16" = 1'-0"



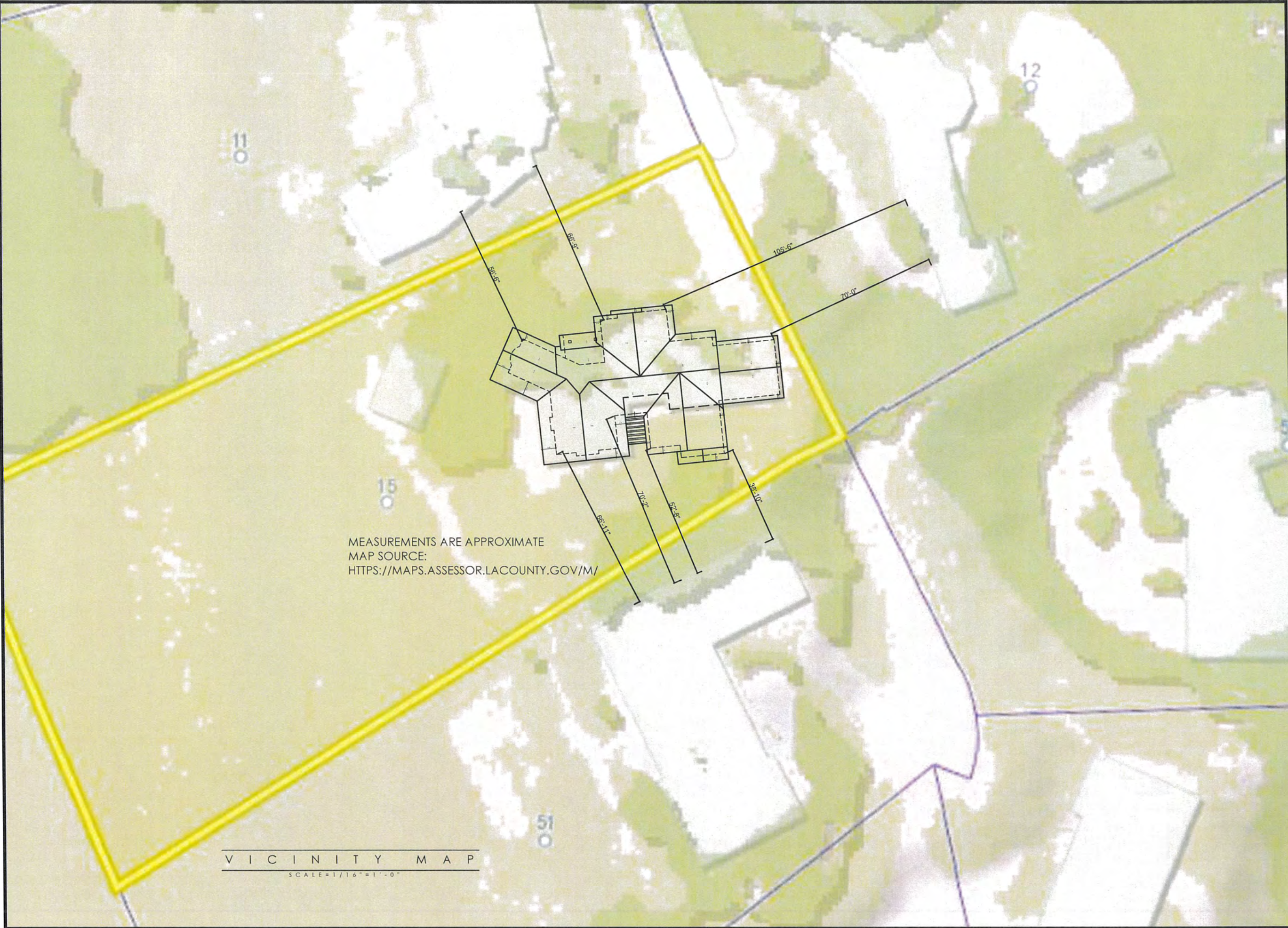
PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
SITE PLAN

REVISIONS	
03-26-2024	
04-23-2024	
11-01-2024	
11-25-2024	
01-10-2025	

DRAWN	SA
CHECKED	
DATE	11 28 2022
SCALE	NTS
JOB NO.	
SHEET	

A-1.1



V I C I N I T Y M A P
SCALE=1/16"=1'-0"

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LICENSED ARCHITECT
BRIAN WITKOP ROBERTS
C 21514
EXPI. 6-30-25
STATE OF CALIFORNIA

PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
PROXIMITY MAP

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

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SA

CHECKED

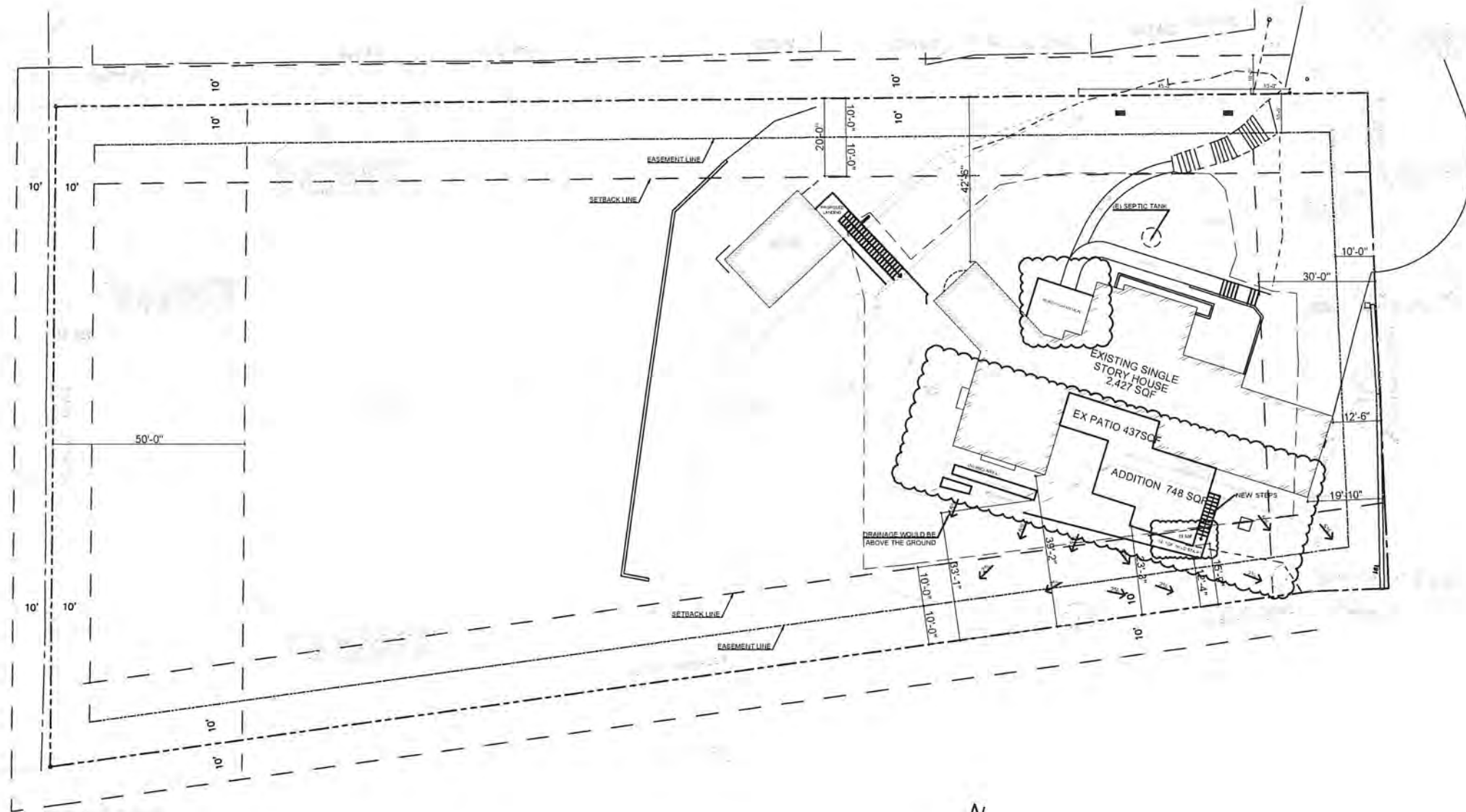
DATE
11 28 2022

SCALE
NTS

JOB NO.
-

SHEET:
A-1.2

OF - SHEETS



PROPOSED SITE PLAN
SCALE=1/16"=1'-0"



PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
SITE PLAN
PROPOSED

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

DRAWN
SA

CHECKED

DATE
11.28.2022

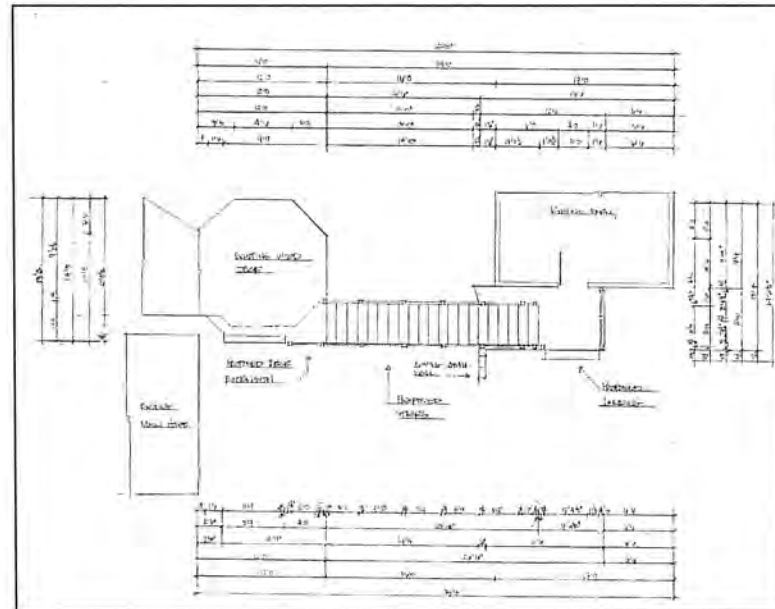
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JOB NO.

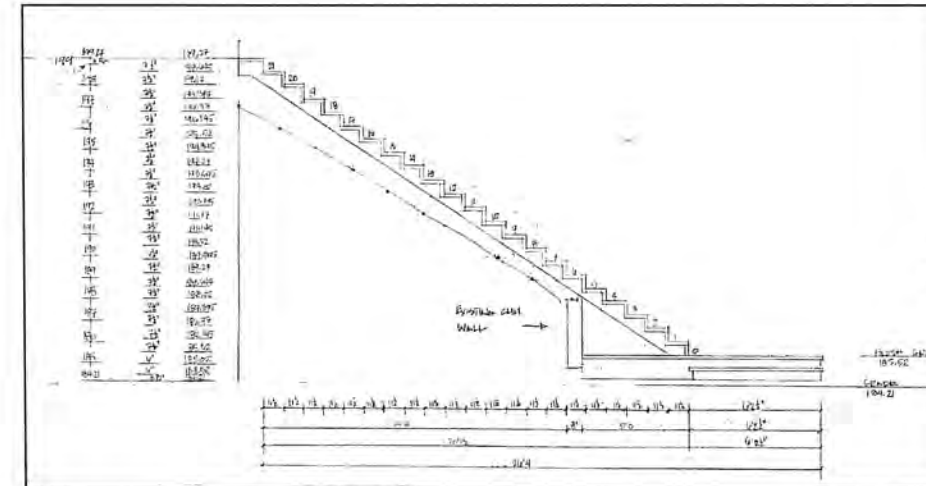
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A-1.3

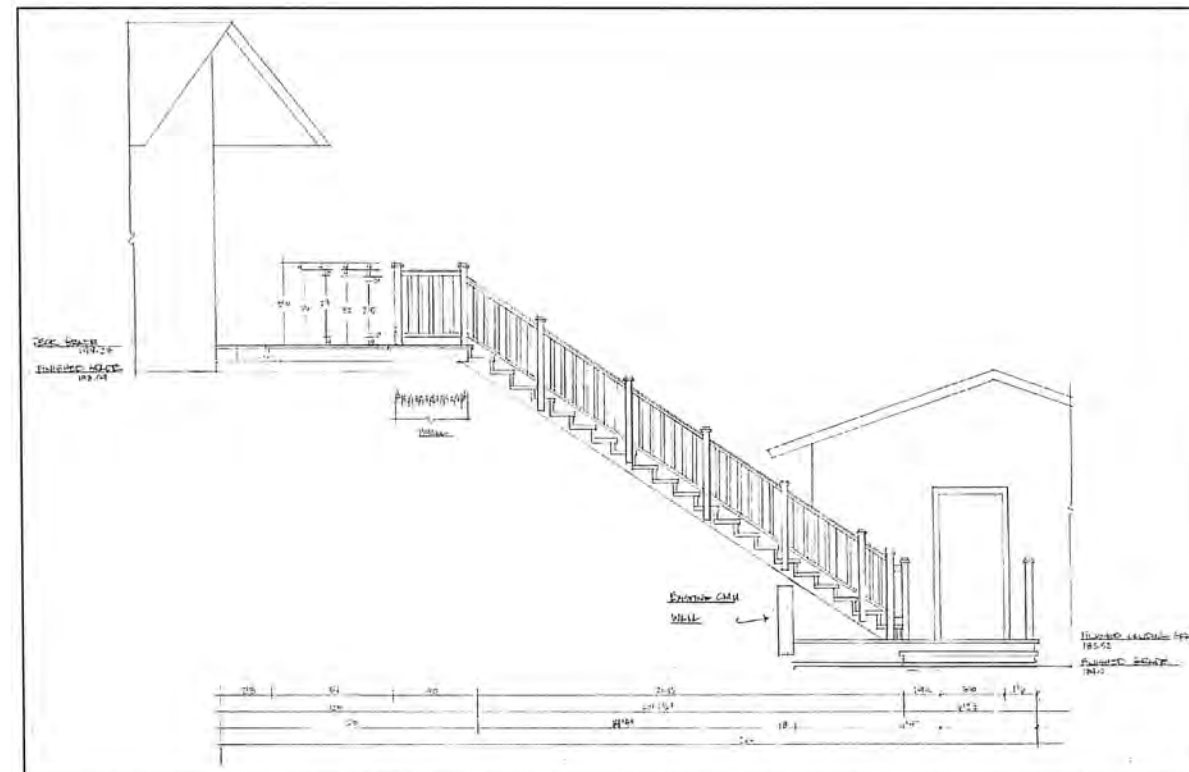
OF SHEETS



PROPOSED STAIRS



SLOPE DETAIL



STAIRS/RAILING ELEVATION

LEGEND

EXISTING WALL

DEMOLITION WALL

DEMOLITION NOTES

1. CONFIRM LOCATIONS OF ALL ITEMS LISTED BELOW BY INSPECTION.

2. THE CONTRACTOR SHALL PROVIDE TEMPORARY ERECTION BRACING AND / OR SHORING FOR ALL STRUCTURAL MEMBERS OR AS REQUIRED FOR STRUCTURAL STABILITY DURING ALL PHASES OF CONSTRUCTION.

3. THE CONTRACTOR SHALL PATCH AND REPAIR EXISTING SURROUNDING / ADJACENT SURFACES AS REQUIRED TO MEET AND / OR MATCH NEW AND /OR EXISTING WORK.

4. WHERE EXISTING ELECTRICAL AND MECHANICAL ITEMS AND PLUMBING FIXTURES HAVE BEEN REMOVED, PLUMB AND CAP PIPES, CONDUIT LINES ETC., BELOW FLOOR LINE ABOVE CEILING OR BEHIND WALL FACE AS APPLICABLE & NECESSARY TO CONCEAL THE ABANDONED ITEMS. PATCH AND REPAIR FLOOR, CEILING AND / OR WALL AS APPLICABLE AS TO ITEMS THAT HAVE BEEN REMOVED.

5. REMOVE (E) DOOR, DOOR FRAME AND TRANSOM (WHERE OCCURS). WIDEN (E) DOOR OPENING AS REQUIRED. PROVIDE NEW HEADER AND SUPPORT FRAMING WHERE NEW DOORS ARE INDICATED.

6. REMOVE PART INTERIOR PLASTER OR DRYWALL FROM WALLS LEAVING WALL STUDS WHERE SHOWN TO REMAIN. (PLASTER ON EXTERIOR MASONRY WALLS SHALL REMAIN)

7. STORE SALVAGED ITEMS WHICH HAVE BEEN REMOVED PER INSTRUCTION.

8. THE CONTRACTOR SHALL SALVAGE, CLEAN, STORE AND INSTALL ALL ITEMS TO BE RELOCATED PER PLANS. WHEN MORE THAN 100 SQUARE FEET OF BUILDING MATERIALS ARE TO BE REMOVED, STATE LAWS REQUIRE THAT THE CONTRACTOR MUST NOTIFY (AOMD) AT LEAST 10 DAYS BEFORE REMOVAL WORK TAKES PLACE. AND A COPY OF THE NOTIFICATION SHALL BE GIVEN TO THE BUILDING DEPARTMENT WHEN OBTAINING A PERMIT FOR THE RENOVATION OR DEMOLITION. PLEASE NOTE THAT ENFORCEMENT OF AOMD- REGULATIONS IS NOT WITHIN THE BUILDING DEPARTMENTS JURISDICTION. ISSUING A PERMIT OR APPROVING AN INSPECTION BY THE BUILDING & SAFETY DOES NOT WAIVE THE PERMITTEE'S RESPONSIBILITIES FOR COMPLYING WITH REQ.

9. REMOVE ALL DEMOLITION ITEMS AND DEBRIS FROM SITE AND DISPOSE OF IN APPROVED MANNER. LEAVE BUILDING AND SITE CLEAN AND READY FOR CONSTRUCTION.

10. NO BUILDING MATERIALS OR DUMPSTERS SHOULD BE PLACED WITHIN THE PUBLIC RIGHT-OF-WAY. WHERE SPECIAL CONDITIONS WARRANT TEMPORARY USE OF THE PUBLIC RIGHT-OF-WAY, APPROVAL MUST BE FIRST OBTAINED FROM THE PUBLIC WORKS DEPARTMENT.

GENERAL NOTES

1. ALL DIMENSIONS ARE APPROXIMATE AND TO BE FIELD VERIFIED BY THE CONTRACTOR

2. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLANS AND THE FIELD CONDITIONS

3. CONTRACTOR TO TAKE NECESSARY MEASURE TO MAINTAIN STABILITY BEFORE ANY DEMOLITION

4. KEY NOTES APPLIES TO ALL DRAWINGS IN THE SHEETS.

The figure is a detailed architectural floor plan of a garage, labeled 'AS-BUILT FLOOR PLAN-GARAGE'. The plan shows a complex polygonal shape with several internal walls and door openings. Dimensions are provided in feet and inches throughout the drawing. Key dimensions include: overall width of 24'-8" at the top and 24'-8" at the bottom; overall depth of 31'-11" on the right side; and various internal segment lengths such as 5'-3", 4'-0", 8'-0", 2'-9", 6'-7", 16'-5", 5'-1", 14'-10", 8'-11", 4'-0", 25'-4", 8'-11", 2'-0", 1'-6", 12'-8", 2'-3", 17'-0", 2'-3", 2'-6", 16'-8", 5'-1", 16'-11", 26'-10", and 31'-11". There are two door openings labeled '(E) DOOR' and '(E) BASEMENT'. A north arrow is located at the bottom center of the plan, pointing upwards. The plan is surrounded by a border containing dimension lines and labels.

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LICENSED ARCHITECT

BRUNNEN NOTARY

C 21514

REL. 8-30-25

STATE OF CALIFORNIA

PROJECT

ROGERS RESIDENCE

15 FLYING MANE RD

ROLLING HILLS, CA 90274

SHEET TITLE

AS-BUILT FLOOR PLAN

GARAGE

REVISIONS

03-26-2024

04-23-2024

11-01-2024

11-25-2024

01-10-2025

DRAWN

SA

CHECKED

DATE

01.18.2023

SCALE

1/4" = 1'-0"

JOB NO.

SHEET

A-2.0

OF

SHEETS

63

LEGEND

DEMOLITION WALL

EXISTING WALL

DEMOLITION NOTES

1. CONFIRM LOCATIONS OF ALL ITEMS LISTED BELOW BY INSPECTION.

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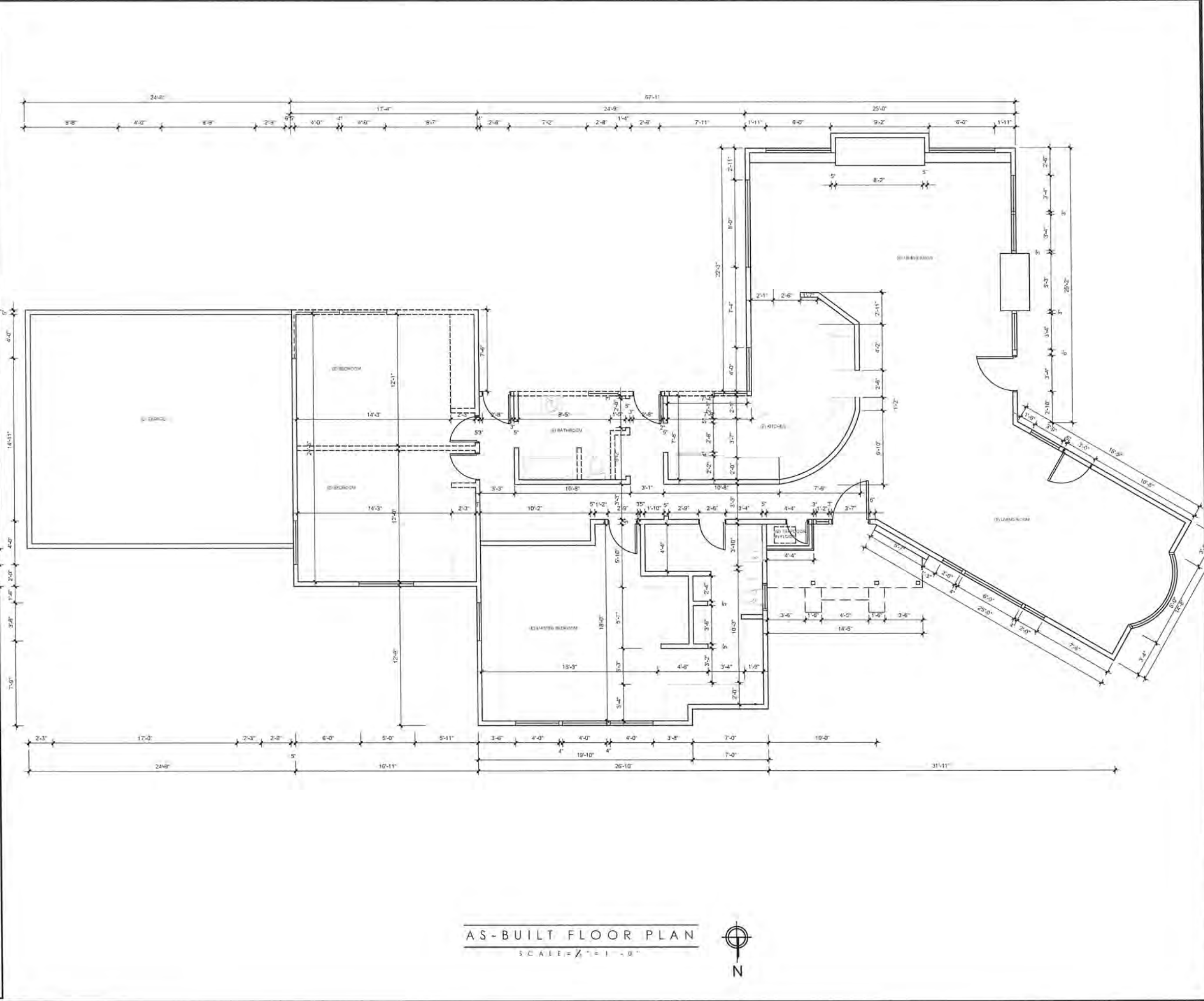
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2. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLANS AND THE FIELD CONDITIONS

3. CONTRACTOR TO TAKE NECESSARY MEASURE TO MAINTAIN STABILITY BEFORE ANY DEMOLITION

4. KEY NOTES APPLIES TO ALL DRAWINGS IN THE SHEETS.



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LICENSED ARCHITECT

BRYAN RUTHER NORDEN

C 21519

REL. 6-10-25

STATE OF CALIFORNIA

PROJECT

ROGERS RESIDENCE

15 FLYING MANE RD

ROLLING HILLS, CA 90274

SHEET TITLE

AS-BUILT FLOOR PLAN

REVISIONS

03-25-2024

04-23-2024

11-01-2024

11-25-2024

01-10-2025

DRAWN

SA

CHECKED

DATE

01 18 2023

SCALE

1/4" = 1'-0"

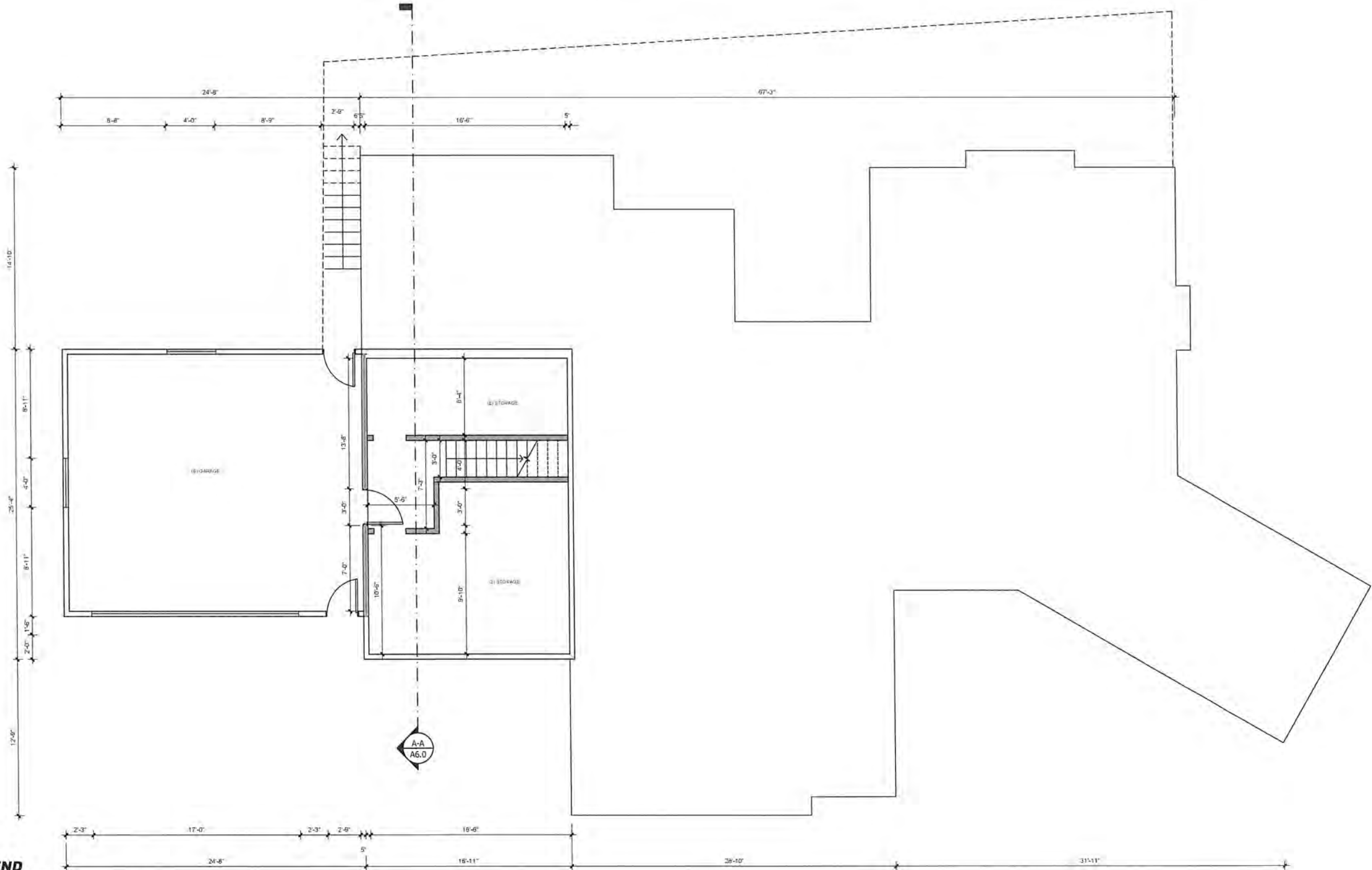
JOB NO.

SHEET:

A-2.0.1

OF SHEETS

64



LEGEND

- NEW WALL
- EXISTING WALL
- 1HR FIRE RATED WALL

GENERAL NOTES

1. ALL DIMENSIONS ARE APPROXIMATE AND TO BE FIELD VERIFIED BY THE CONTRACTOR
2. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLANS AND THE FIELD CONDITIONS
3. CONTRACTOR TO TAKE NECESSARY MEASURE TO MAINTAIN STABILITY BEFORE ANY DEMOLITION
4. KEY NOTES APPLIES TO ALL DRAWINGS IN THE SHEETS.

PROPOSED GARAGE FLOOR PLAN

SCALE = 1/4" = 1'-0"



PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

**PROPOSED FLOOR PLAN
GARAGE**

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

DRAWN
SA

CHECKED

DATE
01 18 2023

SCALE
1/4" = 1'-0"

JOB NO.

SHEET

A-2.1

OF SHEETS

LEGEND

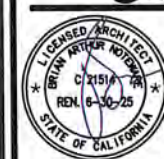
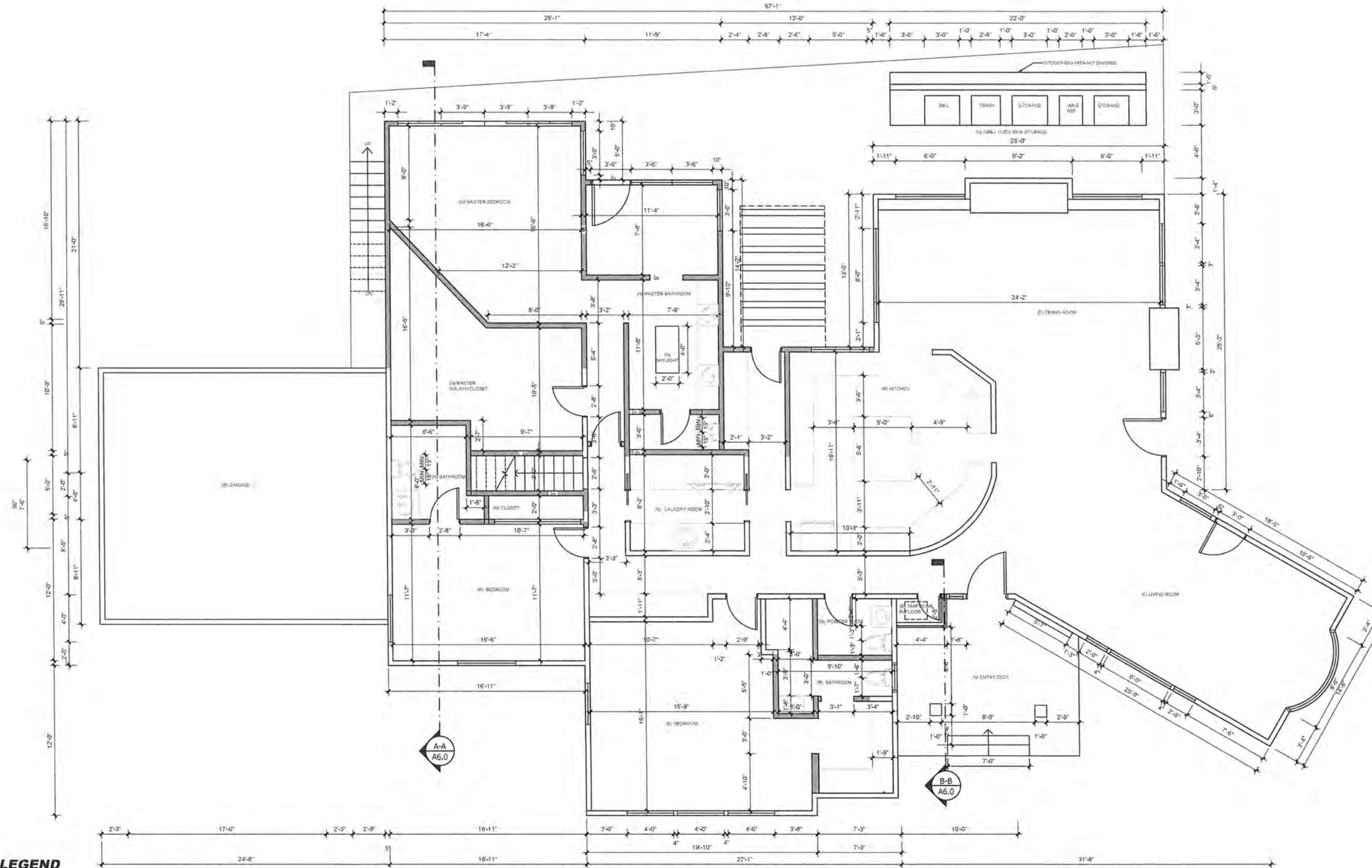


GENERAL NOTES

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2. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLANS AND THE FIELD CONDITIONS
3. CONTRACTOR TO TAKE NECESSARY MEASURE TO MAINTAIN STABILITY BEFORE ANY DEMOLITION
4. KEY NOTES APPLIES TO ALL DRAWINGS IN THE SHEETS.

PROPOSED FLOOR PLAN

SCALE = 1/4" = 1'-0"



PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

PROPOSED FLOOR PLAN

REVISIONS	
03-26-2024	
04-23-2024	
11-01-2024	
11-25-2024	
01-10-2025	

DRAWN SA

CHECKED

DATE 01 18 2023

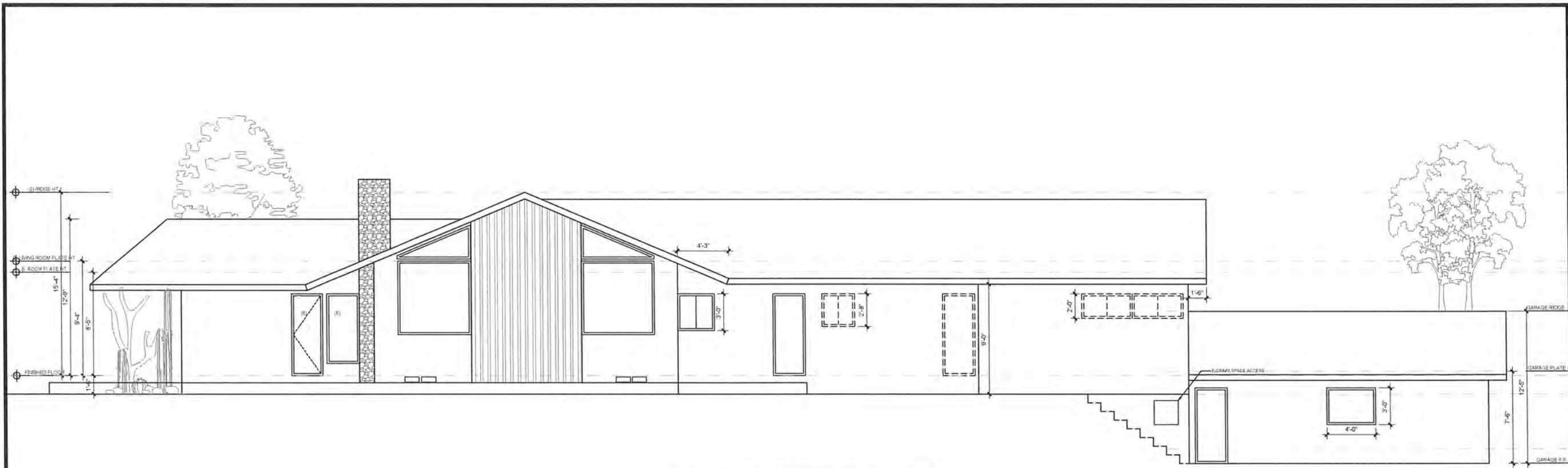
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JOB NO.

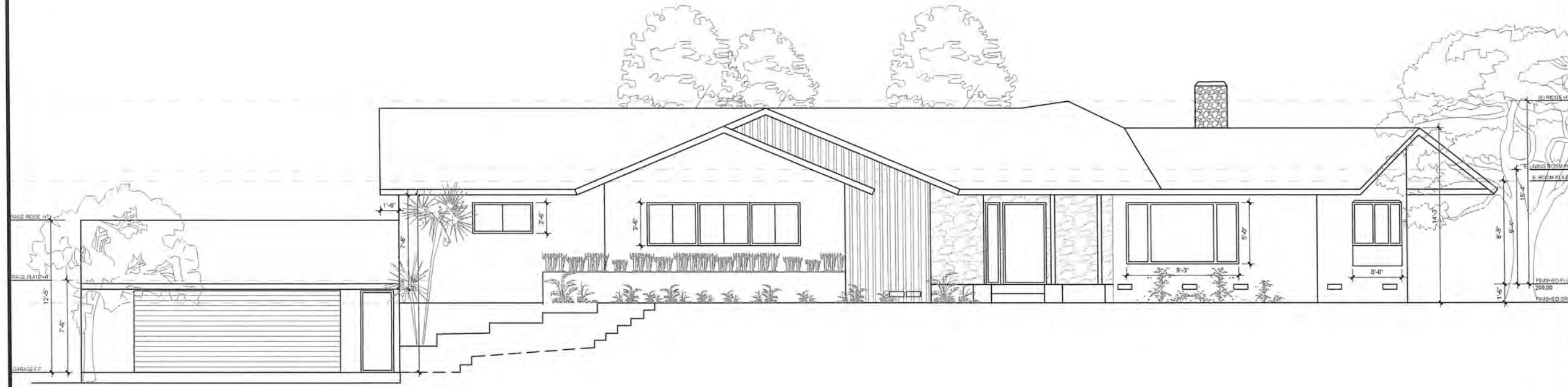
SHEET:

A-2.1.1

OF SHEETS



EXISTING SOUTH ELEVATION
SCALE = 1/4" = 1'-0"



EXISTING NORTH-FRONT ELEVATION
SCALE = 1/4" = 1'-0"



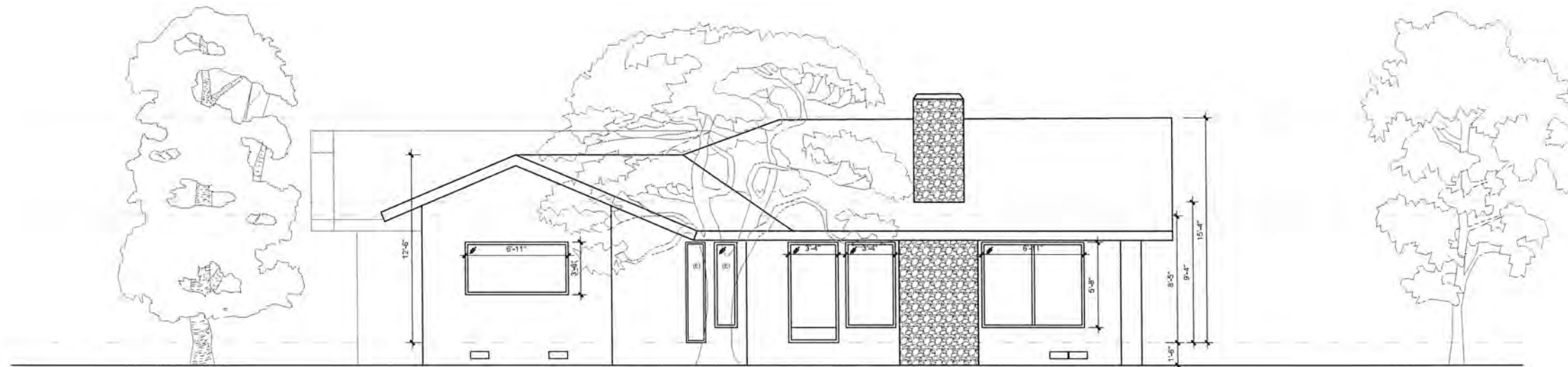
PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
EXISTING ELEVATIONS

REVISIONS	
03-25-2024	
04-23-2024	
11-01-2024	
11-25-2024	
01-10-2025	

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DATE	01 17 2023
SCALE	1/4" = 1'-0"
JOB NO.	
SHEET	

A-3.0



EXISTING WEST ELEVATION

SCALE = $\frac{1}{2}$ " = 1'-0"



EXISTING EAST ELEVATION

SCALE = $\frac{1}{4}$ " = 1'-0"



PROJECT
ROGERS RESIDENCE

15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE

EXISTING ELEVATIONS

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

DRAWN
SA

CHECKED

DATE
01 17 2023

SCALE
1/4" = 1'-0"

JOB NO.

SHEET

A-3.1

OF SHEETS

LEGEND

NEW ROOF/WALL MATERIAL TO BE MATCHED WITH EXISTING ROOF/WALL MATERIAL.

PROPOSED SOUTH ELEVATION

SCALE = 1/4" = 1'-0"

Architectural elevation drawing of a house. The drawing shows a side profile with a gabled roof. Key features include a chimney, a large window unit with multiple panes, and a garage with a separate roofline. Dimensions are provided for heights and widths. Labels indicate 'FINISHED FLOOR', 'DECK F.F.', and 'GARAGE F.F.'. The drawing is oriented horizontally, showing the side profile of the building.

SCALE = $\frac{1}{4}'' = 1' - 0''$

PROPOSED NORTH-FRONT ELEVATION

SCALE = $\frac{1}{8}" = 1'-0"$

SCALE = $\frac{1}{4}$ " = 1' - 0"

PROJECT
ROGERS RESIDENCE15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE

PROPOSED ELEVATIONS

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

DRAWN SA

CHECKED _____

DATE 01 17 2023

SCALE $1/4" = 1'-0"$

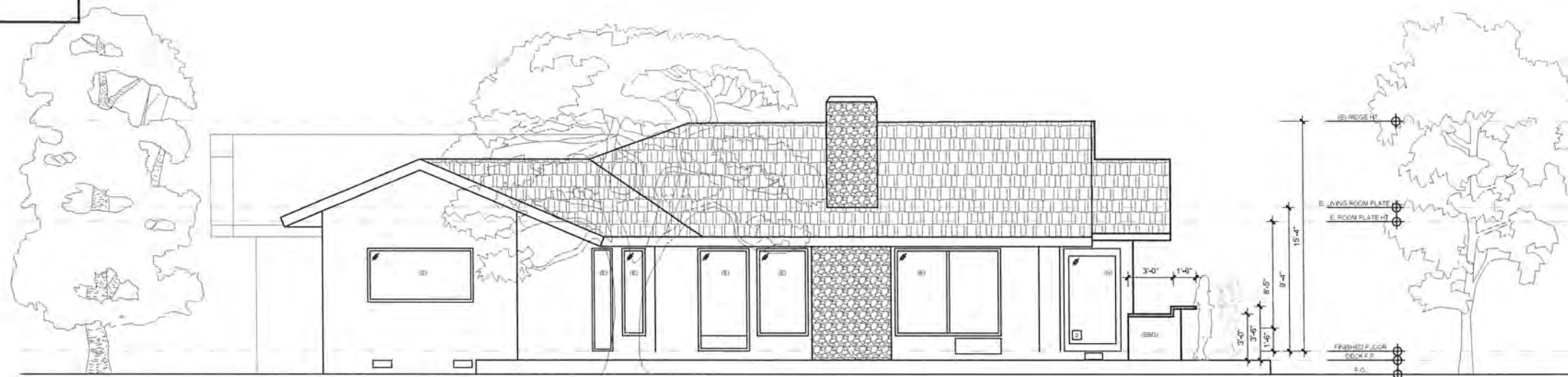
JOB NO. _____

SHEET:

A-3.2

LEGEND

NEW ROOF/WALL MATERIAL TO BE MATCHED
WITH EXISTING ROOF/WALL MATERIAL.



PROPOSED WEST ELEVATION-NO CHANGE



PROPOSED EAST ELEVATION

SCALE = 1/4" = 1'-0"



PROJECT
ROGERS RESIDENCE

15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE

PROPOSED ELEVATIONS

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

DRAWN
SA

CHECKED

DATE
01 17 2023

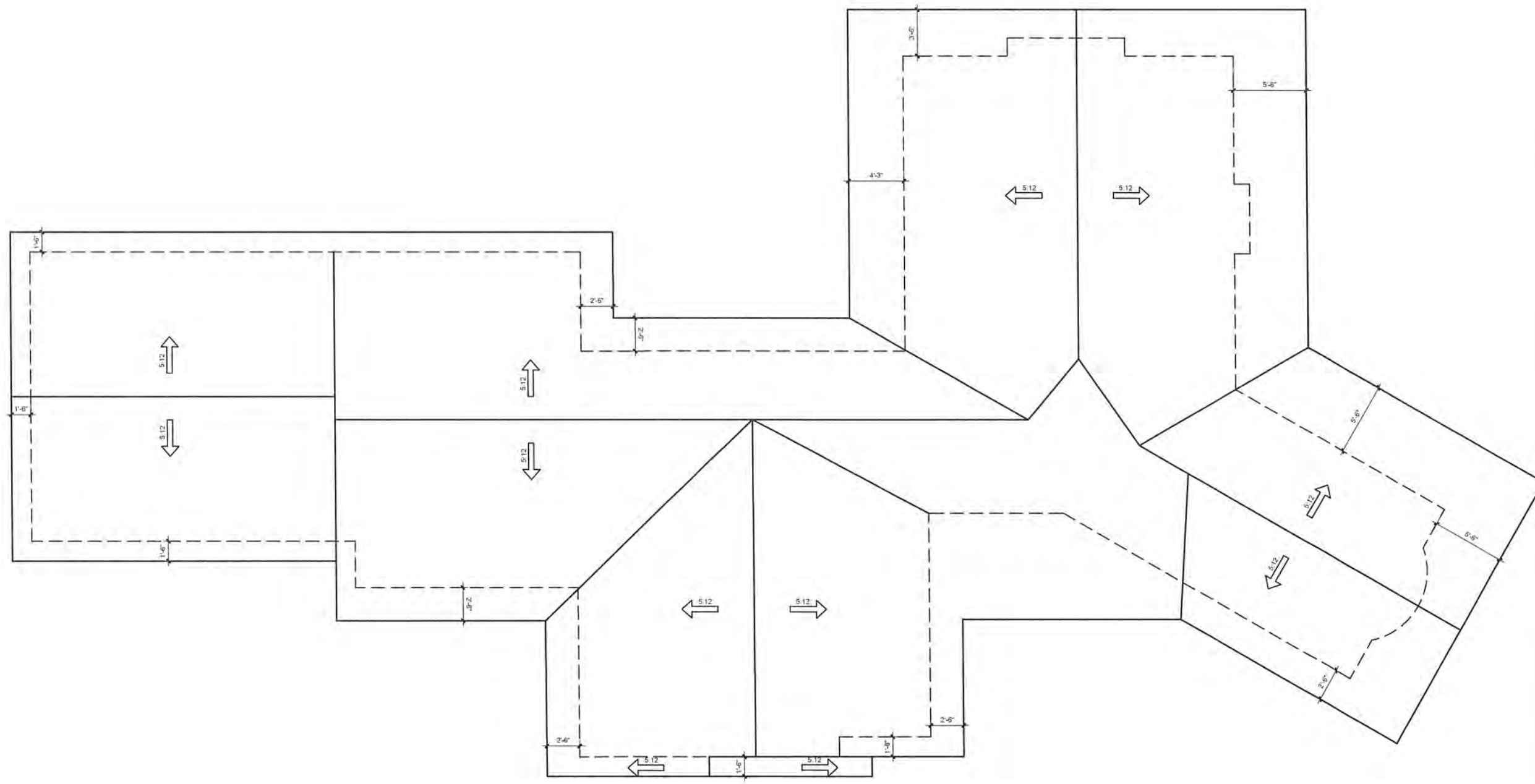
SCALE
1/4" = 1'-0"

JOB NO.

SHEET

A-3.3

OF SHEETS



EXISTING ROOF PLAN
 SCALE = 1/4" = 1'-0"



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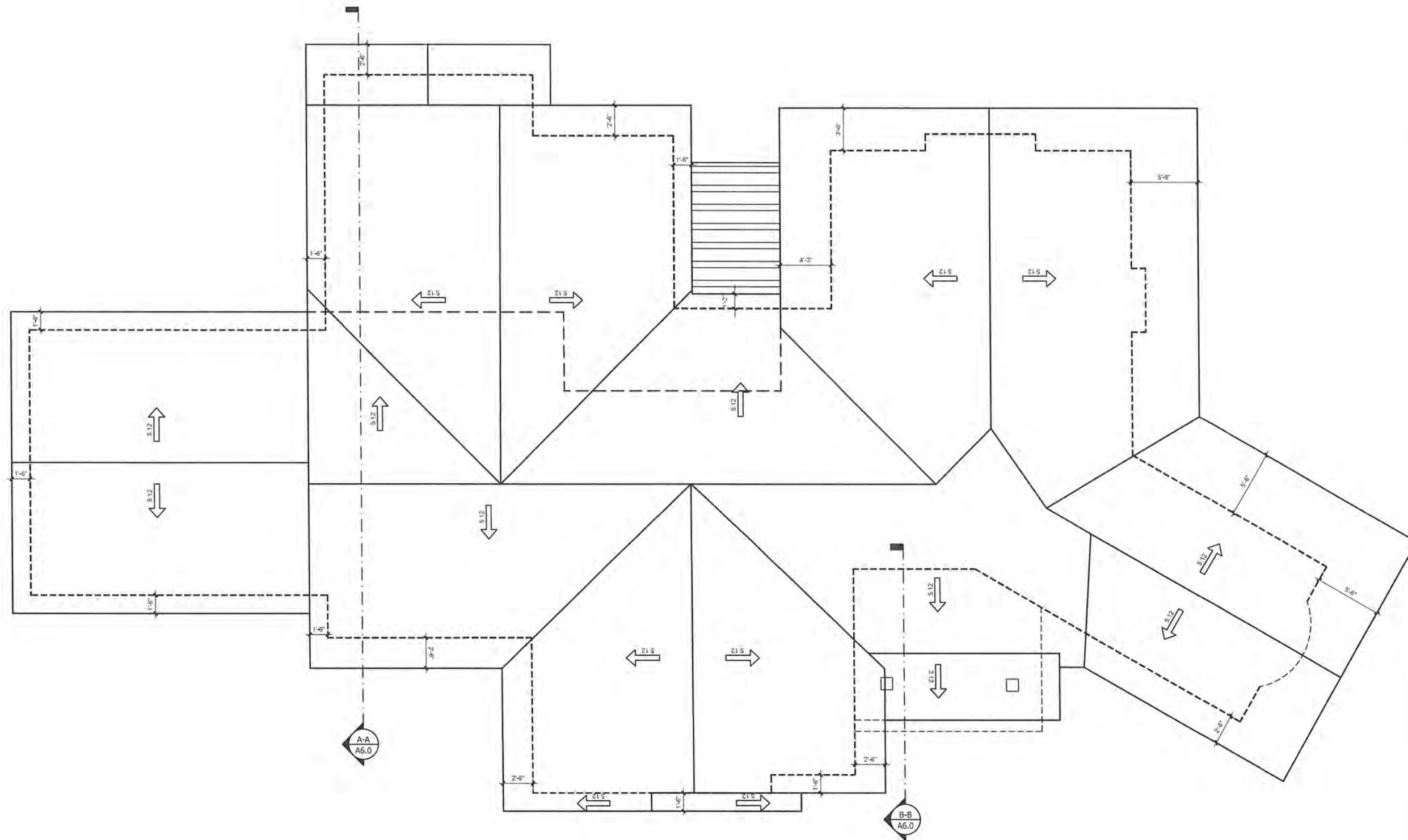
PROJECT
 ROGERS RESIDENCE
 15 FLYING MANE RD
 ROLLING HILLS, CA 90274

SHEET TITLE
 EXISTING ROOF PLAN

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

DRAWN: SA
 CHECKED:
 DATE: 01 17 2023
 SCALE: 1/4" = 1'-0"
 JOB NO.:
 SHEET:

A-4.0



PROPOSED ROOF PLAN
 SCALE = 1/4" = 1'-0"

31590 Headstone Rd.
 Rolling Hills, CA 90274
 Tel: 310-775-9780 Fax: 310-775-9770
 mpp@aol.com

PROJECT
 ROGERS RESIDENCE
 15 FLYING MANE RD
 ROLLING HILLS, CA 90274

SHEET TITLE
 PROPOSED ROOF PLAN

REVISIONS

03-25-2024	
04-23-2024	
11-01-2024	
11-25-2024	
01-10-2025	

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CHECKED

DATE 01 17 2023

SCALE 1/4" = 1'-0"

JOB NO.

SHEET

A-4.1

OF SHEETS

LEGEND

WINDOW NOTES

1. SEE EXTERIOR ELEVATIONS FOR ALL HEADER HEIGHTS

2. CONTRACTOR TO VERIFY THAT BEDROOM WINDOW(S) OPENINGS MEET MINIMUM ESCAPE/RESCUE CLEARANCE REQUIREMENTS (PER C.B.C. 310.4) PRIOR TO ORDERING WINDOWS

3. ALL HARDWARE PER MANUFACTURE

4. CONFIRM ALL WINDOW STYLES, HARDWARE, OPERATION, SIZES AND FINISHES WITH OWNER PRIOR TO ORDERING

5. CONTRACTOR AND WINDOW SUPPLIER SHALL VERIFY AND CONFIRM ALL EXISTING SIZES AND JAMB CONDITIONS PRIOR TO ORDERING

6. ALL DIMENSIONS ARE APPROXIMATE AND TO BE FIELD VERIFIED BY THE CONTRACTOR.

7. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLANS AND THE FIELD CONDITIONS.

DOOR NOTES

1. GENERAL CONTRACTOR TO VERIFY AND CONFIRM ALL LATCH/LOCK OPERATIONS WITH OWNER PRIOR TO ORDERING.

2. ALL HARDWARE COORDINATE WITH OWNER

3. EXTERIOR TRIMMING SEE DETAIL.

4. PROVIDE DOOR STOPS BEHIND ALL DOORS AS NEEDED.

5. CONFIRM ALL DOOR STYLES, SIZES AND FINISHES W/ OWNER PRIOR TO ORDERING

ELECTRICAL SYMBOL

110-V DUPLEX OUTLET

GROUND FAULT INTERRUPT, DUPLEX OUTLET

GROUND FAULT INTERRUPT, DUPLEX OUTLET-WATER PROOF

LIGHT SWITCH

RECESSED CANDLE LIGHT

RECESSED LIGHT W/ WATER PROOF LENSE COVER

RECESSED LIGHT W/ WATER -ON WALL- PROOF LENSE COVER

GARBAGE DISPOSAL

CARBON MONOXIDE DETECTOR WITHIN 12' OF CEILING HARDWIRED (INTERCONNECTED) WITH BATTERY BACK-UP. DETECTORS SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING AREAS OF THE DWELLING UNIT WHICH THEY SERVE.

EXHAUST FAN 50 CFM MIN. 3 ZONES MAX. ENERGY STAR/ HUMIDISTAT CONTROL REQUIRED.

TANKLESS WATER HEATER

EXTERIOR WALL MOUNTED LIGHT FIXTURE

MECHANICAL NOTES

1. TANKLESS WATER HEATERS SHALL BE NATIONALLY LISTED AND BE INSTALLED IN ACCORDANCE WITH THE INSTALLATION INSTRUCTION THAT WERE APPROVED AS PART OF THEIR LISTING. THE GAS PIPING SERVING THIS APPLIANCES MUST SIZED IN COMPLIANCE WITH THE WATER HEATER'S LISTED INSTALLATION INSTRUCTIONS AND THE 2018 CALIFORNIA PLUMBING CODE.

2. CLOTHES DRYER MOISTURE EXHAUST DUCTS SHALL TERMINATE OUTSIDE THE BUILDING AND HAVE A BACK-DRAFT DAMPER. EXHAUST DUCT IS LIMITED TO 14 FEET WITH 2 ELBOWS. THIS SHALL BE REDUCED 2 FEET FOR EVERY ELBOW IN EXCESS OF 2. SHOW MINIMUM 4 INCH DIAMETER, SMOOTH, METAL DUCT, AND SHOW DUCT ROUTE ON PLAN.

3. PROVIDE MECHANICAL VENTILATION CONNECTED DIRECTLY TO THE OUTSIDE CAPABLE OF PROVIDING FIVE A/P CHANGES PER HOUR IN BATHROOMS, WATER CLOSET COMPARTMENTS, LAUNDRY ROOMS, AND SIMILAR ROOMS IF REQUIRED OPENABLE WINDOWS ARE NOT PROVIDED 1' OF VERTICAL HEIGHT. STRAP THE WATER HEATER AT UPPER AND LOWER 3 THE LOWER STRAP SHALL MAINTAIN 4" ABOVE THE CONTROLS

ELECTRICAL NOTES

1. ALL EXTERIOR RECEPTACLES AND THOSE INSTALLED IN BATHROOMS, GARAGES, KITCHEN COUNTER TOPS, AND WITHIN 6' FROM AN OUTSIDE EDGE OF A WET BAR SINK SHALL BE PROTECTED BY A GROUND FAULT CIRCUIT INTERRUPTER. (SECTION 210.8, OF THE CALIFORNIA ELECTRICAL CODE, 2008 EDITION)

2. PROVIDE SMOKE DETECTORS IN EACH SLEEPING ROOM AND AT A POINT CENTRALLY LOCATED IN EACH HALL OR AREA GIVING ACCESS TO EACH SLEEPING AREA. A MINIMUM OF ONE SMOKE DETECTOR IS REQUIRED IN EACH STORY. SMOKE DETECTORS MUST BE HARD WIRED IN NEW CONSTRUCTION WITH BATTERY BACKUP AND AUDIBLE IN ALL SLEEPING AREAS. SMOKE DETECTORS MAY BE SOLELY BATTERY OPERATED IN EXISTING CONSTRUCTION.

3. GENERAL LIGHTING IN KITCHENS AND BATHROOMS MUST BE PROVIDED BY FIXTURES RATED AT 40 LUMENS/WATT OR GREATER; RECESSED CEILING FIXTURES MUST BE (IC - RATED).

4. PROVIDE TWO (2) MINIMUM SEPARATE 20 AMP CIRCUITS TO KITCHEN APPLIANCES. (NEC 220-4(B),OR GREATER; RECESSED CEILING FIXTURES MUST BE (IC - RATED).

5. ROOMS CONTAINING BATHTUBS, SHOWERS, SPAS AND SIMILAR FIXTURES SHALL BE PROVIDED WITH AN EXHAUST FAN WITH A MINIMUM CAPACITY OF 50 CFM. DUCTLESS FANS ARE UNACCEPTABLE.

6. RECEPTACLES SHALL BE INSTALLED WITHIN 2 FEET OF KITCHEN SINK AND STOVE, AT 4 FEET ON CENTER COUNTERS, (12" OR MORE WIDTH) AND ISLANDS. THE (2 - 4 - 12) RULE.

7. RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO POINT ALONG THE RUNNING WALL IS FARTHER THAN 6 FEET FROM AN OUTLET, AND WHEN RUNNING WALL SPACE 2 FEET IN LENGTH OR GREATER, THE 6-12-2 RULE.

8. IN ALL PARTS OF THE DWELLING UNIT, ALL RECEPTACLES SHALL BE CHILD PROOF COVERED BY ALL.

9. INSTALL (1) WEATHER PROTECTED OUTLET AT THE FRONT AND REAR OF RESIDENCE.

10. "A MINIMUM OF (1) 20-AMP CIRCUIT FOR BATHROOM(S) OUTLET. SUCH CIRCUIT SHALL HAVE NO OTHER OUTLETS. THIS CIRCUIT MAY SERVE MORE THAN ONE BATHROOM" CEC 210-23(A).

11. ALL ADDED OR REPLACED LIGHTING IN A RESIDENTIAL BUILDING SHALL BE HIGH EFFICACY IN ACCORDANCE WITH TABLE 150.0-A, BUILDING ENERGY EFFICIENCY STANDARDS.

12. GROUND FAULT CIRCUITS INTERRUPTERS (GFCI) RECEPTACLE PROTECTION WILL BE INSTALLED IN BATHROOMS, KITCHEN COUNTERS, GARAGE, LAUNDRY, AND ALL WET AREA/BARS WITHIN 6 FT. OF SINK EDGE, OUTDOOR AND ALL UNDERFLOOR SPACES. 210.52 CEC

13. A MINIMUM OF 2-20 AMP SMALL APPLIANCE BRANCH CIRCUITS SHALL BE PROVIDED FOR ALL RECEPTACLE OUTLETS IN THE KITCHEN, DINING ROOM, PANTRY, OR OTHER SIMILAR AREAS. 210.11 (C) (1) CEC

14. SWITCHED LIGHT WILL BE INSTALLED AT ALL EXTERIOR DOORS. 210.70 CEC

15. PROVIDE ARTIFICIAL LIGHT THAT IS ADEQUATE TO PROVIDE AN AVERAGE ILLUMINATION OF 10 -FOOT-CANDLES OVER THE AREA OF THE ROOM AT A HEIGHT OF 30" ABOVE THE FLOOR LEVEL.

16. ARC-FAULT CIRCUIT INTERRUPTER PROTECTION FOR ALL OUTLETS (NOT JUST RECEPTACLES) FOR ALL DWELLING UNIT BEDROOMS, HALLWAYS, HABITABLE ROOMS.

17. SMOKE ALARMS & CARBON MONOXIDE ALARMS SHALL BE INSTALLED INSIDE ALL BEDROOMS, ON THE CEILING OR WELL OUTSIDE OF EACH BEDROOM AN IN EVERY STORY-PER SECTION R 314.3 AND R315.1

18. SMOKE ALARMS SHALL BE INTERCONNECTED HARD-WIRED WITH BATTERY BACKUP AND SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72

19. CARBON MONOXIDE SHALL BE INTERCONNECTED HARD-WIRED WITH BATTERY BACKUP

20. SMOKE ALARMS SHALL BE TESTED AND MAINTAINED IN ACCORDANCE WITH MANUFACTURE INSTRUCTIONS. SMOKE ALARMS SHALL BE REPLACED AFTER 10 YEARS FROM THE DATE OF MANUFACTURED MARKED ON THE UNIT.

21. ALL RECEPTACLE OUTLETS SHALL BE LISTED TAMPER-RESISTANT RECEPTACLE PER CEC SECTION 408.11

22. ARC-FAULT CIRCUIT-INTERRUPTION SHALL BE INSTALLED TO PROVIDE PROTECTING OF THE BRANCH CIRCUIT

23. TAMPER-RESISTANT RECEPTACLES SHALL BE INSTALLED IN ALL AREAS SPECIFIC IN 210.52, ALL NONLOCKING-COMBINATION PRESSURE BALANCE/THERMOSTATIC MIXING TYPE VALVE.

24. SERVICE PANELS AND/ OR SUB-PANELS ARE NOT PERMITTED IN CLOSETS OR OTHER STORAGE AREAS, SHOW LOCATION OF ELECTRICAL SUB-PANELS. CEC 110.28(B) & 408.18

DOOR SCHEDULE

TAG	Family and Type	Function	Width	Height
A	SLIDING GLASS DOOR	Exterior	3'-9"	6'-8"
B	SWING DOOR	Interior	2'-8"	6'-8"
C	SLIDING CLOSET DOOR	Interior	9'-6"	6'-8"
E	SWING DOOR	Exterior	3'-6"	6'-8"
F	SWING DOOR-FIRE RATED	Interior	3'-0"	6'-8"
F	POCKET DOORT	Interior	2'-8"	6'-8"
G	SWING DOOR	Exterior	2'-8"	6'-8"

WINDOW SCHEDULE

TAG	Family and Type	Width	Height
1	FIXED WINDOW-TEMPERED-SAFETY GLAZED	3'-6"	6'-8"
2	MASTER BEDROOM FIXED WINDOW	3'-8"	6'-8"
3	SLIDING WINDOW	5'-0"	3'-0"
4	SKYLIGHT-TEMPERED- SAFETY GLAZED	2'-0"	4'-0"
5	TRANSOM WINDOW-FOR DIMENSIONS REFER TO ELEVATION		

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LICENSED ARCHITECT
BRYAN MITCHELL ROBERTS
C 21514
REL. 6-30-25
STATE OF CALIFORNIA

PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
ELECTRICAL PLAN &
DOOR/WIN SCHEDULE

REVISIONS

03-26-2024	
04-23-2024	
11-01-2024	
11-25-2024	
01-10-2025	

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DATE
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SCALE
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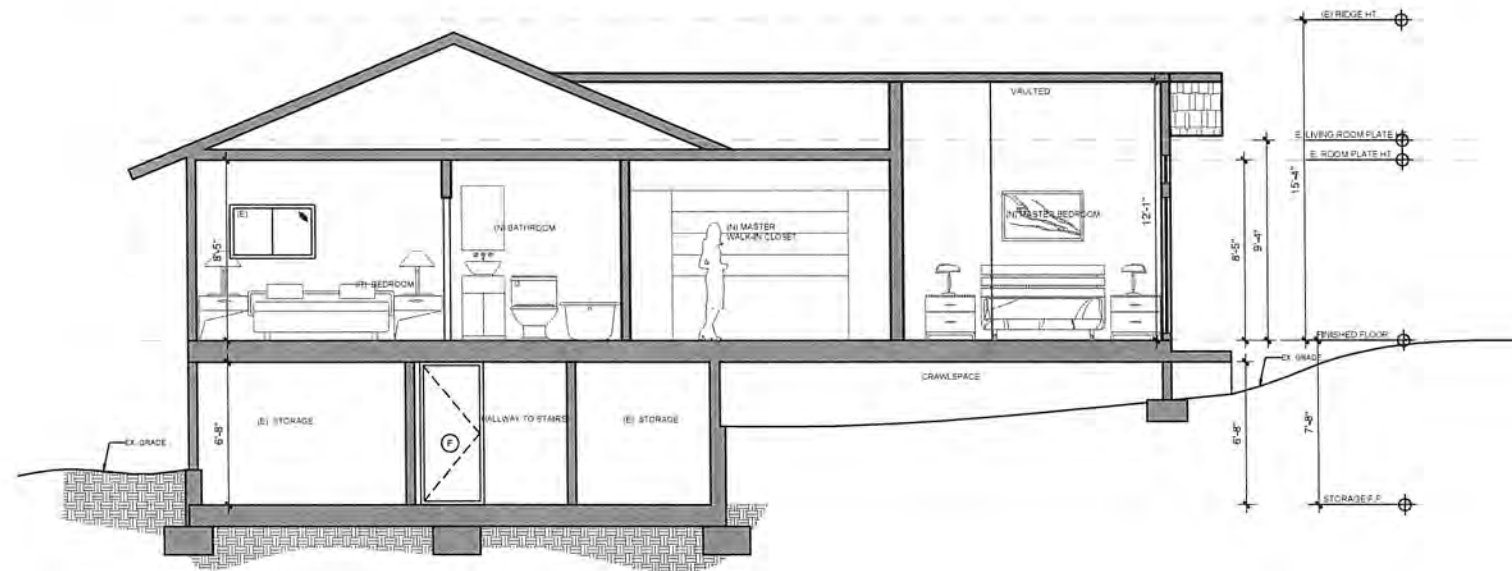
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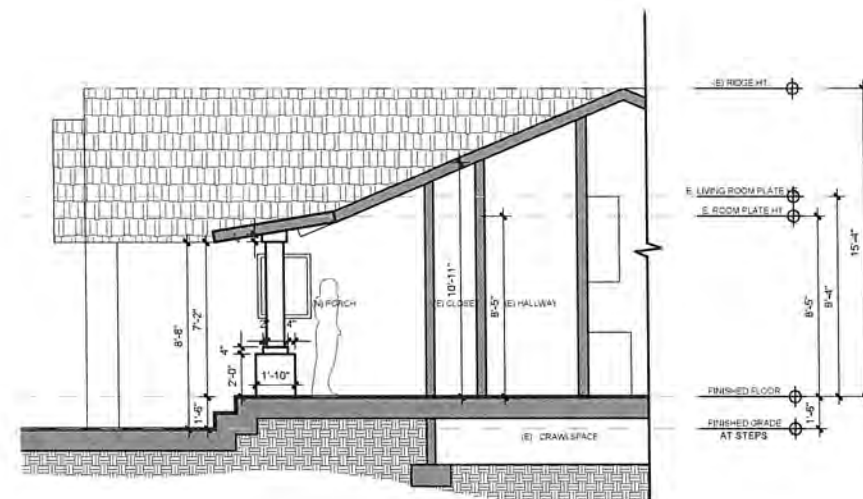
OF SHEETS

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SECTION A - A

SCALE = 1/4" = 1'-0"



SECTION B-B FRONT PORCH ROOF

SCALE = 1/4" = 1'-0"



PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SECTIONS

REVISIONS	
03-26-2024	
04-23-2024	
11-01-2024	
11-25-2024	
01-10-2025	

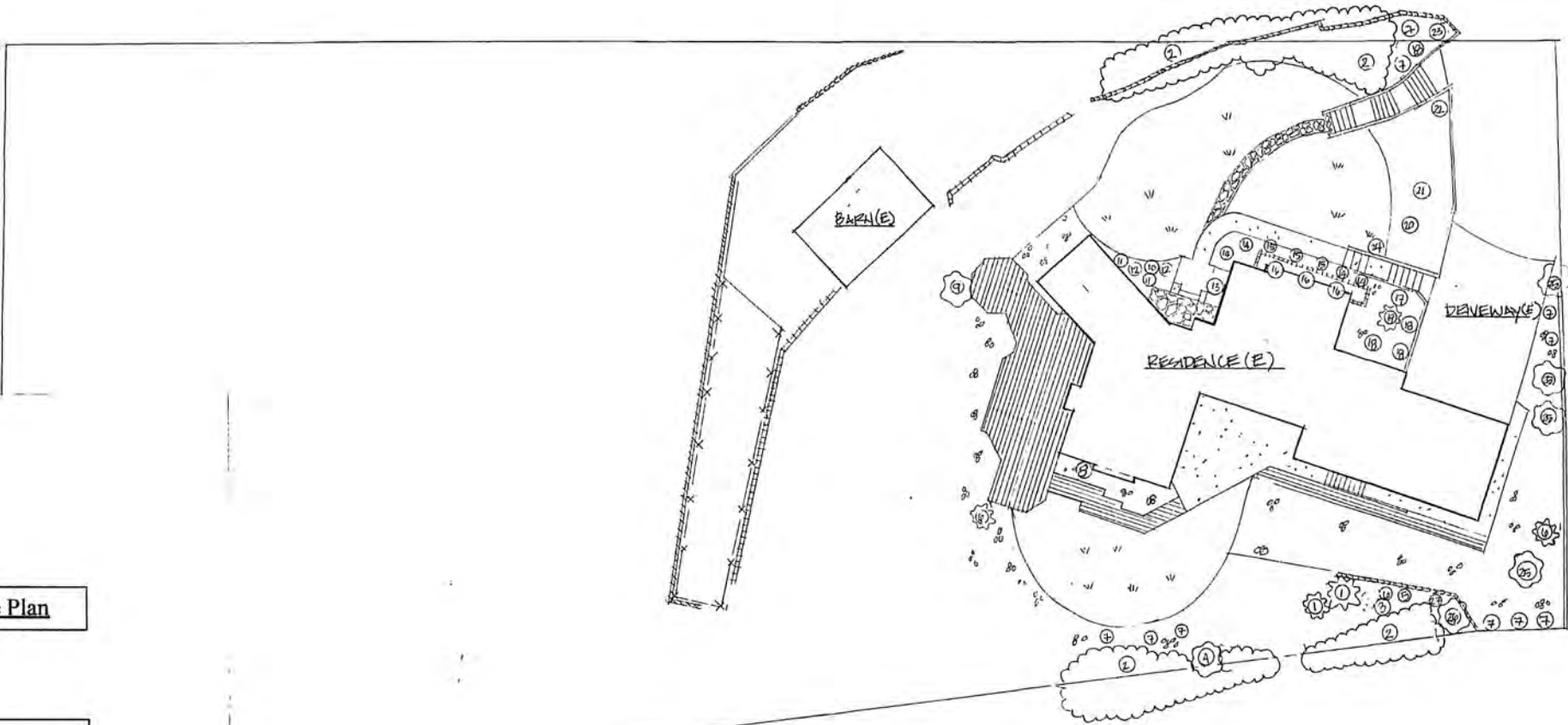
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DATE	01 17 2023
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JOB NO.	
SHEET:	

A-6.0

OF SHEETS

Existing Landscape Plan

Legend	
3 Rail Fence	-x-x-x-
Trestle Ties	
Rock Wall	
CMU Wall	
Concrete	
Bark	g o g o
Lawn	v v v v
Stone Pathway	o o o o
Wood Deck	
Shrub	o
Tree	o
Perennial	o



SCALE 1" = 16'0"

Symbol	Plant Name	Plant	Quantity	Plant Type
1	Agave	Agave	1	Low
2	Agave	Agave	1	Low
3	Agave	Agave	1	Low
4	Agave	Agave	1	Low
5	Agave	Agave	1	Low
6	Agave	Agave	1	Low
7	Agave	Agave	1	Low
8	Agave	Agave	1	Low
9	Agave	Agave	1	Low
10	Agave	Agave	1	Low

11	Agave	Agave	1	Low
12	Agave	Agave	1	Low
13	Agave	Agave	1	Low
14	Agave	Agave	1	Low
15	Agave	Agave	1	Low
16	Agave	Agave	1	Low
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20	Agave	Agave	1	Low

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30	Agave	Agave	1	Low

31	Agave	Agave	1	Low
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35	Agave	Agave	1	Low
36	Agave	Agave	1	Low
37	Agave	Agave	1	Low
38	Agave	Agave	1	Low
39	Agave	Agave	1	Low
40	Agave	Agave	1	Low



PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
EXISTING LANDSCAPE
PLANTS

REVISIONS
03-26-2024
04-23-2024
11-01-2024
11-25-2024
01-10-2025

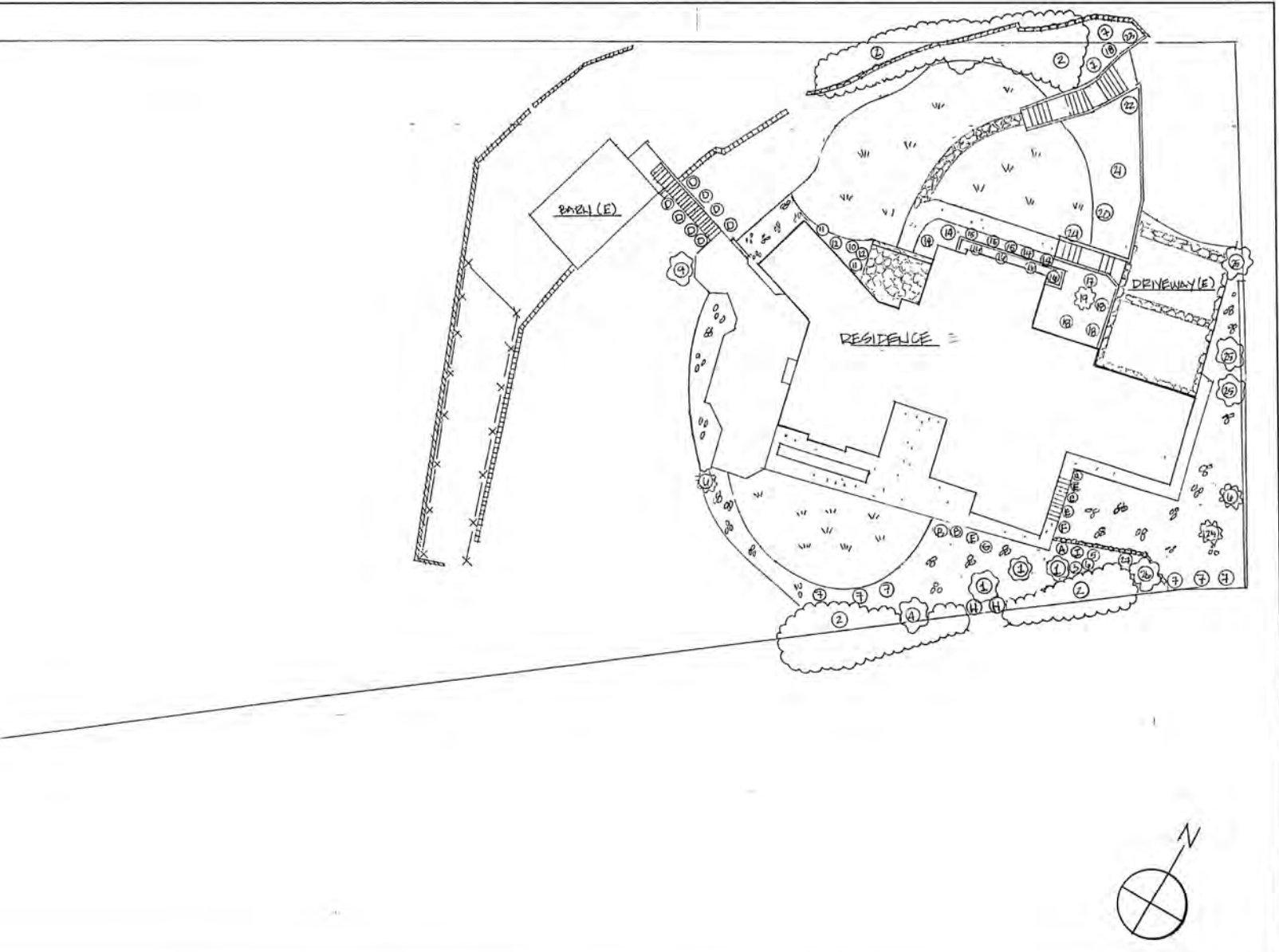
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DATE	01 17 2023
SCALE	1/4" = 1'-0"
JOB NO.	
SHEET	

A-7.0

Proposed Plant List						
Plant #	Botanical Name	Plant Photo	Common Name	Water Use	Qty	Linear Footing
1	Thymus serpyllifolius		Wild Thyme	Low	1	8.47'
2	Thymus serpyllifolius		Wild Thyme	Low	2	9.47'
3	Thymus serpyllifolius		Wild Thyme	Low	2	9.47'
4	Thymus serpyllifolius		Wild Thyme	Low	1	8.47'
5	Thymus serpyllifolius		Wild Thyme	Low	1	8.47'
6	Thymus serpyllifolius		Wild Thyme	Low	1	8.47'
7	Thymus serpyllifolius		Wild Thyme	Low	1	8.47'
8	Thymus serpyllifolius		Wild Thyme	Low	1	8.47'
9	Thymus serpyllifolius		Wild Thyme	Low	1	8.47'

Proposed Landscape Plan

Legend	
3 Rail Fence	—x—x—x—
Trestle Ties	
Rock Wall	
CMU Wall	
Concrete	
Bark	
Lawn	
Stone Pathway	
Wood Deck	
Shrub	⊗
Tree	⊕
Perennial Existing	⊙
Perennial Proposed	⊙



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PROJECT
ROGERS RESIDENCE
15 FLYING MANE RD
ROLLING HILLS, CA 90274

SHEET TITLE
PROPOSED LANDSCAPE
PLANTS

REVISIONS	
03-28-2024	
04-23-2024	
11-01-2024	
11-25-2024	
01-10-2025	

DRAWN	SA
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DATE	01 17 2023
SCALE	1/4" = 1'-0"
JOB NO.	
SHEET	

A-7.0

OF SHEETS



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.A
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: SAMANTHA CREW, MANAGEMENT ANALYST

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES FOR ANNUAL TMDL TRASH MONITORING AND REPORTING AS REQUIRED BY THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

DATE: February 24, 2025

BACKGROUND:

The Total Maximum Daily Load (TMDL) is a number that represents the assimilative capacity of a receiving water to absorb a pollutant. A TMDL is implemented by reallocating the total allowable pollution among the different pollutant sources (through the permitting process or other regulatory means) to ensure that the water quality objectives are achieved.

The Los Angeles Regional Water Quality Control Board (Los Angeles Water Board) adopted the Machado Lake Trash Total Maximum Daily Load (TMDL) under Resolution No. R4-2007-006 on June 7, 2007. This TMDL was subsequently approved by the State Water Resources Control Board on December 4, 2007, the Office of Administrative Law on February 8, 2008, and the United States Environmental Protection Agency on February 27, 2008.

The Los Angeles Water Board adopted the Santa Monica Bay Nearshore and Offshore Debris TMDL under Resolution No. R10-2010-010 on November 4, 2010. This TMDL was then approved by the State Water Resources Control Board on December 6, 2011, the Office of Administrative Law on March 15, 2012, and the United States Environmental Protection Agency on March 20, 2012.

The City of Rolling Hills (City) has been implementing a Trash Monitoring and Reporting Plan (TMRP) required for compliance with the Machado Lake Trash TMDL and the Santa Monica Bay Nearshore and Offshore Debris TMDL. The TMRP for the Machado Lake Trash TMDL was submitted on August 29, 2008 and approved by the Executive Officer of the Los Angeles Water Board on December 9, 2008. A revised TMRP was submitted by the City on December 7, 2011, and approved by the Executive Officer on March 5, 2012. This revision reduced the frequency of monitoring events from quarterly and immediately following the first major storm event of the year, to twice a year and immediately following the first major storm event of the

year beginning April 2012.

On June 17, 2019, Rolling Hills wrote to the Regional Board requesting that the frequency of monitoring events be further reduced from twice a year and immediately following the first major storm event of the year to once every 5 years.

In the City's TMRP annual reports for both the Machado Lake Trash TMDL and the Santa Monica Bay Nearshore and Offshore Debris TMDL submitted over the past 10 years, the annual trash discharge rates were zero or close to zero since 2011, indicating that the City has reduced its trash generation by 100% or nearly 100% through its existing minimum frequency of collection and assessment/best management practice (MFAC/BMP) program.

Based on the information provided in the City's TMRP annual reports, the Los Angeles Water Board found that reducing the frequency of monitoring in the Machado Lake and Santa Monica Bay watersheds was warranted.

DISCUSSION:

In urban areas, like Los Angeles County, litter accumulates during the long dry season, then is flushed into storm drains by the first major rainstorm. Storm drains empty into streams, bays and harbors, and onto beaches, depositing loads of trash that are not just unsightly, but a serious health hazard to people, wildlife and fish. Birds and marine life can consume small pieces, mistaking them for food. Also, some of the waste contains pathogens that can sicken swimmers and surfers.

To ensure that trash does not accumulate in deleterious amounts between collection events, the City of Rolling Hills is responsible for monitoring once a year, immediately following the first major storm of the year. For 2025, the first major storm was documented as January 26-27.

With the departure of the Rolling Hills Community Services and Planning Director, there was a time lapse in executing the Professional Services Agreement (PSA) with consultant John L. Hunter and Associates (JLHA). A new agreement has been drafted by the City Attorney (Attachment A). Continued annual monitoring is important and necessary to ensure that the effectiveness of the MFAC/BMP program is not compromised and that the low trash discharge conditions remain unchanged over time.

It is important to note that the City engaged JLHA to conduct a study during the week of January 27, 2025, following the first storm of the year.

FISCAL IMPACT:

The scope of work and proposal from JLHA outlines a cost breakdown (Attachment B). Total cost to the City is \$4,930.00.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[Attachment A - CA_AGR_250224_JLHA_F.pdf](#)

[Attachment B - CA_AGR_250224_JLHA_Trash_TMDL_Proposal.pdf](#)

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2025 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and John L. Hunter and Associates with principal offices at 6131 Orangethorpe Ave, Ste 300, Buena Park, CA 90620, hereinafter referred to as "CONSULTANT."

1. RECITALS:

A. The CITY desires to contract the CONSULTANT to collect and evaluate trash at discharge locations in compliance and conformance with the City's Machado Lake TMDL Monitoring Plan.

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

C. 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 as stated in the attached Exhibit A (hereinafter referred to as "SERVICES").

3. COST

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this AGREEMENT at the rates and in the manner established in the attached Exhibit A.

A. Compensation. Total expenditure made under this AGREEMENT shall not exceed the sum of **\$4,930**. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated.

Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed within 30 (thirty) days of submitting an invoice to City for the SERVICES. CONSULTANT shall submit an invoice for the SERVICES within 10 (ten) days of completing each task or portion thereof identified in Exhibit A to this AGREEMENT. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

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

7. WORK PERFORMED

All work shall be of the highest quality and consistent with industry standards.

8. COMPLIANCE WITH LAW

All SERVICES rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal Law.

9. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office during the contract period and thereafter for five years from the date of final payment.

10. OWNERSHIP OF DATA

All data, maps, photographs, reports, and other information and material collected or prepared under this contract shall become the property of the CITY.

11. TERM OF CONTRACT

This contract shall be valid for one year from execution of this AGREEMENT. The CITY may extend this AGREEMENT for an additional three years or less. Such extensions shall be in writing by the CITY and the CONSULTANT.

12. TERMINATION

This contract may be terminated at any time for breach and the CITY may terminate unilaterally without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed pursuant to this AGREEMENT and prior to the date of termination may be claimed for reimbursement.

13. ASSIGNMENT

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

14. AMENDMENT

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

15. 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, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. INDEMNITY

CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold and save harmless CITY, its elected and appointed officials, officers, employees, agents and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined in a final and non-appealable judgment or by agreement of the parties to be proportionate to its liability.

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

liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

A. CONSULTANT will defend any action(s) filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in connection herewith;

B. CONSULTANT will promptly pay any judgment rendered against CITY, its officers, agents, or employees for any such claims, penalties, obligations, or liabilities; and

C. In the event CITY, its officers, agents, or employees are made a part of any action or proceeding filed or prosecuted against CONSULTANT for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of CONSULTANT hereunder, CONSULTANT agrees to pay CITY, its offices, agents, or employees, any and all costs and expenses incurred by CITY, its officers, agents, or employees in such action or proceeding, including but not limited to, reasonably attorneys' fees.

If CONSULTANT should subcontract all or any portion of the SERVICES to be performed under this AGREEMENT, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the term of the preceding paragraph. This section shall survive termination or expiration of this AGREEMENT.

17. INSURANCE

A. CONSULTANT shall, at his expense, obtain and keep in force during the term of this AGREEMENT, a policy of Comprehensive General Liability Insurance covering bodily injury and property damage; insuring CONSULTANT and the CITY against any liability arising out of the maintenance on the premises and all areas appurtenant thereto. Such insurance shall be in a Combined Single Limit policy in an amount not less than one million dollars (\$1,000,000). Without limiting CONSULTANT's obligations arising under paragraph 16 - 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 a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers 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. CONSULTANT shall provide copies of said policies of Certificate of Insurance for all CONSULTANT'S employees to the extent required by the State of California. CONSULTANT shall require all subcontractors who are hired by CONSULTANT to perform the SERVICES and who have employees to similarly obtain Worker's Compensation Insurance for all of the subcontractor's employees.

iv. Comprehensive General Liability Insurance. CONSULTANT shall maintain and deliver to the CITY copies of its Comprehensive General Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000). Such insurance shall (a) name City of Rolling Hills, their appointed and elected officials, officers, employees, and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the CITY; and (c) contain standard cross liability provisions.

v. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT's operations under this AGREEMENT, whether such operations be by the CONSULTANT or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

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

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

C. Additional Insured. City, its elected and appointed officers and employees shall be named as additional insured on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) and (ii) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this AGREEMENT, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least thirty (30) days prior written notice of the cancellation of any policy during the effective period of the AGREEMENT. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this AGREEMENT or procure or renew such insurance, and pay any premiums therefore at CONSULTANT'S expense.

If CONSULTANT, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of this AGREEMENT. CITY, at its sole option, may forthwith terminate this AGREEMENT and obtain damages from the CONSULTANT resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONSULTANT, CITY may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance.

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

No member of the governing body of 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.

20. INDEPENDENT CONSULTANT

The CONSULTANT is and shall at all times remain as to the CITY, a wholly independent consultant. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as

herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

21. ENTIRE AGREEMENT OF THE PARTIES

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

22. NOTICES

All written notices required by, or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; the parties to this AGREEMENT shall promptly inform the other party of any change of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein. All notices and communications shall be sent to the parties at the following addresses:

CITY: Karina Bañales, City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

CONSULTANT: John L. Hunter and Associates
Attn: **[INSERT NAME]**
6131 Orangethorpe Ave, Ste 300
Buena Park, CA, 90620

23. 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

CONSULTANT

CITY MANAGER

JOHN L. HUNTER AND ASSOCIATES

KARINA BAÑALES

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN, CITY ATTORNEY

Exhibit A



January 23, 2025

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

Subject: Proposal to Assist with the Machado Lake Trash TMDL Trash Monitoring and Reporting Plan and Santa Monica Bay Marine Debris TMDL Monitoring and Reporting

Dear Karina Bañales:

We at John L. Hunter and Associates (JLHA) welcome the opportunity to continue providing our professional surface water quality services to the City of Rolling Hills. Our scope of services consists of providing knowledgeable personnel to assist the City with the tasks described below.

Scope of Work

On March 6, 2008, the Machado Lake Trash Total Maximum Daily Load (TMDL), Resolution No. R4-2007-006, became effective regulating trash discharge in the Machado Lake watershed. To fulfill the requirements of this TMDL, the City of Rolling Hills implemented a Trash Monitoring and Reporting Plan (TMRP), including a Minimum Frequency Assessment and Collection (MFAC) Program that consisted of quarterly canyon monitoring for the first two years, and immediately following the first major storm event of the year.

On March 5, 2012, the Regional Board responded to the City's presentation of monitoring data and request to be removed from the monitoring requirements of the Machado Lake Trash TMDL and Santa Monica Bay Marine Debris TMDL with a letter stating that the City of Rolling Hills remains a responsible party in the TMDLs, and therefore must continue monitoring in order to demonstrate compliance. On June 8, 2021, the Regional Board approved a decrease in the frequency of monitoring from twice a year and immediately following the first major storm event of the year to once a year immediately following the first major storm event of the year. The City is also still required to submit annual TMDL reports. Since the City has not received permission to cease trash monitoring, John L. Hunter and Associates (JLHA) proposes the City continue to implement the revised monitoring plan and submit annual reports to the Regional Board.

Cost

This project will be on a time and materials basis. Our rate schedule and estimated costs are on the following page. We will not exceed the total cost estimate without City authorization.

If you have any questions, you can reach me at cmccullough@jlha.net, or 562.726.4259.

Sincerely,

A handwritten signature in blue ink that reads "Cameron McCullough".

Cameron McCullough
Director, JLHA

Standard Rate Schedule

Principal	\$227 / hour
Director	\$201 / hour
Program Manager	\$201 / hour
Staff Engineer	\$201 / hour
Project Manager	\$191 / hour
Assistant Project Manager	\$170 / hour
Project Engineer	\$170 / hour
Senior Compliance Specialist	\$150 / hour
Compliance Specialist II	\$140 / hour
Project Analyst II	\$140 / hour
Compliance Specialist I	\$129 / hour
Project Analyst I	\$129 / hour
Administrative Assistant, Intern, Laborer (OSHA 40hr certified)	\$88 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$299 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to annual consumer price index (CPI) increases in subsequent years (pending city approval).

Estimated Costs

Not-To-Exceed Estimated Costs for TMRP Assistance Services

Task	Team ¹	Rate	Hours	Cost
Task 1: One (1) Trash Survey Event after first major storm event	aPM	\$170	12	\$2,040
	CS1	\$129	8	\$1,032
Task 2: Data Compilation and Annual Reporting	PM	\$191	2	\$382
	PA1	\$129	8	\$1,032
Contingency Fee (approx. 10%)	Lump Sum Estimate			\$444
Total				\$4,930

¹aPM: Assistant Project Manager, CS: Compliance Specialist, PA: Project Analyst, PM: Project Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROBERT SAMARIO, FINANCE DIRECTOR

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: FISCAL YEAR 2024/25 MID-YEAR REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2024

DATE: February 24, 2025

BACKGROUND:

At mid-year, City finance staff prepare a report on the status of revenues and expenditures versus budgeted amounts. The purpose of the report and related analysis is to evaluate the progress of expenditures throughout the year to identify any unusual trends that may require action to mitigate or address the fiscal impacts.

Most of the focus is on the General Fund, the City's primary and largest operating fund. However, this report also includes most of the restricted funds and the Refuse Fund.

With six months of activity now in place, the mid-year report is important since it is the first real opportunity to determine how the City's revenues and expenditures are performing relative to their respective budgeted amounts.

The mid-year report is also important as it provides useful information as the City begins to develop the budget for the next fiscal year.

DISCUSSION:

Please refer to Attachment A for a detailed written analysis of the status of revenues and expenditures for the General Fund and restricted funds. Attachments B through E present the financial status of all funds through mid-year. Attachment F provides a summary of budget amendments from July 1, 2024, through December 31, 2024.

FISCAL IMPACT:

None

RECOMMENDATION:

Receive and file the mid-year report for the six months ended December 31, 2024.

ATTACHMENTS:

[Attachment A - CL_AGN_250224_CC_NarrativeAnalysis.pdf](#)

[Attachment B - CL_AGN_250224_CC_GF_BudgetSummary.pdf](#)

[Attachment C - CL_AGN_250224_CC_GF_Revenues.pdf](#)

[Attachment D - CL_AGN_250224_CC_GF_Expenditures.pdf](#)

[Attachment E - CL_AGN_250224_CC_RestrictedFunds.pdf](#)

[Attachment F - CL_AGN_250224_CC_GF_BudgetAmendments.pdf](#)

CITY OF ROLLING HILLS
Fiscal Year 2023/2024
Mid-Year Review
(Six Months Ended December 31, 2024)

OVERVIEW

The analysis below provides a comparison of actual revenues and expenditures to the amended budget through the six months ended December 31, 2024. Although there are still another six months left in the fiscal year and the current trends can change, it is still a valuable exercise to go through to identify any unexpected trends, both favorable and unfavorable, that may affect the year-end results and, thus, the expectations reflected in the amended budget.

The largest and most important fund is the General Fund, which is where the traditional and ongoing services provided to the community are accounted for, including public safety, building/planning, emergency preparedness, and city administration.

However, the City has a number of other funds that account for other important activities, programs, and services. Most of these funds account for monies that are restricted to a specific purpose and, therefore, are required to be accounted for separately. The City also accounts for large capital projects separately, including projects funded from federal and state grants. Lastly, the City provides refuse collection and disposal services by contract. This operation is accounted for in an enterprise fund.

Each of the City's funds are discussed below in the context of the mid-year review.

GENERAL FUND

General Fund Revenues

A summary of General Fund revenues is provided in the table below, which shows that the adopted fiscal year 2024/25 revenues total \$2,596,685. Staff has added a column for the "pro-rated" budget through December 31, 2024, which represents 50% (6 out of 12 months) of the annual budget to enable a more meaningful comparison to revenues realized through half of the fiscal year. The only exception is property taxes, which do not come in evenly throughout the year. Over the last three fiscal years, revenues through mid-year averaged 43.5% of the annual total realized. As such, the pro-rated budget has been "seasonally adjusted" by using 43.5% of the adopted budget to compare to actuals through December 31, 2024.

As shown in the table below, , revenues through December 31, 2024, from all sources totaled \$1,016,482, resulting in an unfavorable variance of \$40,788. An analysis of each key revenue is provided below.

CITY OF ROLLING HILLS
Mid-Year Report of Revenues Through December 31, 2024
General Fund

	<u>Adopted Budget</u>	<u>Seasonally Adjusted Budget</u>	<u>Actuals at 12/31/24</u>	<u>Variance (Unfavorable)</u>
401 Property Taxes	\$ 1,500,750	\$ 652,826	\$ 589,255	\$ (63,571)
405 Sales Taxes	10,000	5,000	8,402	3,402
410 Property Transfer Tax	64,890	32,445	30,175	(2,270)
415 Other Taxes	1,000	500	-	(500)
420 Motor Vehicle In Lieu	280,545	-	-	-
440 Building & Other Permits	400,000	200,000	162,566	(37,434)
441 C&D Permits	10,000	5,000	3,600	(1,400)
450 Variance, Planning & Zoning	25,000	12,500	15,758	3,258
455 Animal Control Fees	300	150	269	119
460 Franchise Fees	13,000	3,250	1,201	(2,049)
480 Fines & Traffic Violations	4,000	2,000	3,111	1,111
482 Cost Recovery - Publications	3,000	1,500	1,500	-
600 RHCA Lease Revenue	69,000	34,500	34,495	(5)
650 Public Safety Aug Fund	1,200	600	930	330
670 Interest on Investments	140,000	70,000	80,047	10,047
671 PARS Earnings	44,000	22,000	24,192	2,192
6XX Cal Water Grant - Turf Removal	-	-	48,897	48,897
675 Miscellaneous Revenue	6,000	3,000	85	(2,915)
699 Transfers In - Refuse Fund	24,000	12,000	12,000	-
TOTALS	<u>\$ 2,596,685</u>	<u>\$ 1,057,271</u>	<u>\$ 1,016,483</u>	<u>\$ (40,788)</u>

Property Taxes. By far, the largest General Fund revenue is from property taxes, representing 54% of total adopted revenues. At mid-year, property tax revenues totaled \$589,255. This is \$63,571 below the seasonally adjusted budget of \$652,826. While this may portend to a shortfall at fiscal year-end, because of the variability in remittances, it is possible revenues will be in line with the budget estimate by year end.

Real Property Transfer Tax (RPTT). After a spike in fiscal year 2021 during which RPTT reached \$133,000, revenues have leveled off in the mid \$60,000 range. This fiscal year, revenues are in line with expectation with revenues at \$30,175 at mid-year compared to the adjusted budget of \$32,445.

Building and Other Permits. Revenues from this category are the General Fund's second-largest revenue, with budgeted revenues of \$400,000. Two years ago in fiscal year 2022/23, revenues hit a 4-year high of approximately \$640,000, driven by increasing building activity buoyed by favorable interest rates. However, as with property taxes and real property transfer taxes, increases in interest rates tend to affect building/development activity due to the increased costs of borrowing. We starting seeing some of the impacts last fiscal year with revenues dropping to \$537,787. At December 31, 2024, Building and Other Permit revenues were \$162,566 versus a pro-rated budget of \$200,000. However, because the remittances from the County are usually

sixty days behind, the revenues through mid-year only reflect five months of revenues. Extrapolating for six months, revenues would be approximately \$195,000, which is in line with the budget. However, there are several large projects in the pipeline that could result in revenues exceeding expectations.

As a final note, starting in October, the County of Los Angeles Board of Supervisors approved a waiver of building fees for solar and other similar projects for properties affected by the land movements. These fees are not significant and thus will not have a material impact on overall revenues.

Interest on Investments. Investment earnings through mid-year totaled \$80,047 \$72,130 versus the pro-rated budget of \$70,000. Investment earnings last fiscal year through 12/31/2023 were \$72,130. This is the third year in a row we have seen investment returns increase, largely due to the increase in interest rates starting two years ago. Although more volatile, investment returns in the City's Section 115 Pension Trust is also tracking ahead of budget at \$24,192 through mid-year.

Cal Water Grant. The City of Rolling Hills received a grant from Cal Water to fund landscape and irrigation system improvements at City Hall. This grant and the related cost were not budgeted as they were not expected when the budget was adopted.

General Fund Expenditures

The originally adopted budget for fiscal year 2024-25 totaled \$2,576,708. The amended budget includes appropriation carryovers and budget amendments approved between July 1 and December 31, 2024, totals \$3,445,180.

Excluding capital transfers, operating expenditures through December 31, 2024, totaled \$1,418,832, resulting in an favorable variance of \$107,183. A discussion of the key variances at the department level is provided below.

CITY OF ROLLING HILLS
General Fund Expenditures by Department
Budget Vs. Actual
Six Months Ended December 31, 2024

<u>Department</u>	<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Adjusted (50 %)</u>	<u>Actuals Thru 12 / 31 / 24</u>	<u>Variance Favorable (Unfav)</u>
City Administrator	\$ 869,059	\$ 892,165	\$ 446,083	\$ 482,468	\$ (36,386)
Finance	159,500	159,500	79,750	81,011	(1,261)
Planning & Development	890,549	890,549	445,275	455,356	(10,082)
Public Safety	323,000	323,000	161,500	152,367	9,133
Non-Departmental	142,600	142,600	71,300	80,349	(9,049)
City Properties	192,000	215,485	107,743	167,281	(59,539)
Total Operations	2,576,708	2,623,299	1,311,650	1,418,832	(107,183)
Capital Transfers	-	821,881	410,940	141,422	269,519
GENERAL FUND TOTALS	\$ 2,576,708	\$ 3,445,180	\$ 1,722,590	\$ 1,560,254	\$ 162,336

- **City Administrator/Manager Department**

The \$36,386 unfavorable variance was the result of the prepaid amortization of the pension unfunded liability in the amount of \$76,564. This payment was not budgeted since we plan on having it paid for from a drawdown on the City's Section 115 Trust.

It is important to note that the City has incurred additional legal costs from its contracted attorney related to CPUC matters and matters associated with the recent land movements in the peninsula. Through December 31, 2024, these costs have totaled \$24,707.

- **Planning Department**

Overall, expenditures are fairly in line with expectations, with only a \$10,082 unfavorable variance through the first half of the fiscal year. In most cases, we see a favorable variance at the account level. However, account number 881 – Storm Water Management is over budget due to the full payment to the City of Rancho Palos Verdes for the City of Rolling Hills share of FY 2024-25 Coordinated Integrated Monitoring Program costs in the amount of \$63,124. Not only is this cost front loaded to the first half of the fiscal year, which skews the comparison to the adjusted budget set at 50% of the amended budget, it is also possible that some of these costs can be allocated to the Measure W Fund, which will not be known until after fiscal year-end.

- **Non-Departmental**

The “Non-Departmental” department accounts for costs that do not fit into a traditional department and generally are of a Citywide nature.

As shown below, there are two accounts that have unfavorable variances. The first is Insurance & Bond Expense. The unfavorable variance is simply a timing variance due to the fact that premiums are paid in July of each year. In contrast, costs related to emergency preparedness are trending below budget. Costs last fiscal year totaled \$62,850 but staff left the budget for the current fiscal year unchanged at \$77,000 just to be conservative. However, it does appear we will be under budget by fiscal year-end.

		FY 2024/25				
		Adopted	Amended	Adjusted	Actuals	Variance
	Department/Object Account	Budget	Budget	(50%)	at 12/31/24	(Unfavorable)
	65 - NON-DEPARTMENTAL					
895	Insurance & Bond Expense	40,000	40,000	20,000	52,456	(32,456)
901	South Bay Comm. Organization	17,600	17,600	8,800	2,528	6,272
915	Community Recognition	8,000	8,000	4,000	6,968	(2,968)
917	Emergency Preparedness	77,000	77,000	38,500	18,397	20,103
	Total Non-Departmental	142,600	142,600	71,300	80,349	(9,049)

RESTRICTED FUNDS

Transit/Transportation Funds

The City receives revenues, primarily from the County, that are restricted for specific purposes. These include the allocation of special sales tax measures approved by Los Angeles County voters over the last several decades that are restricted to transit and transportation programs and projects. The measures include Proposition A, Proposition C, Measure R, and Measure M. Since the City of Rolling Hills does not own and operate a transit system and, in fact, has no transit service provided within the City limits, nor does the City own and maintain any public roads, the funds received pursuant to the four tax measures are either gifted to other agencies or exchanged for unrestricted monies with other agencies that can utilize the funds in accordance with their intended uses.

Revenues received within these transit/transportation funds through December 31, 2024, are generally below budgeted expectations. Revenues last year ended the fiscal year between 5-10% and the adopted budget was only slightly reduced based on the assumption the decline last fiscal year was anomaly. At this point, it appears these lower revenues may be the new normal.

Citizens Option for Public Safety (COPS) Fund

The City also maintains a COPS Fund for monies received from the County's Supplemental Law Enforcement Services Fund, created in 2009 through an increase statewide to vehicle license fees. The revenues can only be used for supplemental law enforcement services.

Total revenues through December 31 are \$177,053 versus the pro-rated budget of \$85,000. Revenues are normally received in their entirety by mid-year. However, allocated costs for supplemental law enforcement services were only \$69,209 at mid-year due to delayed billings from LA County.

Measure W Fund

The City receives an allocation of the countywide special parcel tax pursuant to Measure W (Safe, Clean Water Act) for parcels located within the Los Angeles County Flood Control District. These revenues are intended for storm water recycling and water quality improvement projects and programs. The City receives a single payment each year for the full annual allocation. In January 2025, the City received approximately \$104,950, which is very close to the \$105,000 budget.

ENTERPRISE FUND

Refuse Fund

The Refuse Fund is the City's only enterprise fund. Enterprise funds are typically used to account for utilities owned and operated by governments, such as water, wastewater, electricity, and refuse, and other operations that are similar to those provided by the private sector, such as airports and golf courses.

The Refuse Fund accounts for the contracted waste collection and disposal for all City of Rolling Hills residents. The fees charged to City residents are processed as a "Direct Assessment" through the County Assessor's Office, which means the annual total is added to the property tax bill sent to property owners by the County and is payable in two installments. Thus, the payments the City receives from the County for refuse services coincide with the payments we receive for regular property taxes.

After several years of subsidized rates via the General Fund, rates for refuse services were calculated to fully recover the contracted cost of services, which will total approximately \$981,000 for this fiscal year. Through mid-year, half of the costs have been incurred. Revenues, budgeted at \$1,005,336, are intended to cover the refuse contract and \$24,000 paid to the General Fund for administrative support. Through mid-year, revenues are \$405,595, about \$97,000 below the pro-rated budget. However, since revenues in the second half of the year are typically higher than the first half, revenues should be in line with budget by fiscal year end.

CITY OF ROLLINGS HILLS
Fiscal Year 2024/25 Budget Summary - Through 12/31/2024
General Fund

	Adopted Budget	C/O's and Amendments	Amended Budget	Adjusted Budget 12/31/2024	Actuals	Variance Fav (Unfav)
Operating Revenues	\$ 2,596,685	\$ -	\$ 2,596,685	\$ 1,057,271	\$ 1,016,483	\$ (40,788)
Operating Expenditures	2,576,708	46,591	2,623,299	1,311,650	1,418,832	(107,183)
Operating Surplus (Deficit)	19,977	(46,591)	(26,614)	(254,378)	(402,349)	(147,971)
Capital Transfers	-	825,881	825,881	412,940	141,422	271,519
Surplus (Deficit) - Total	\$ 19,977	\$ (872,472)	\$ (852,495)	\$ (158,562)	\$ (260,927)	\$ (419,490)

CITY OF ROLLING HILLS
Mid-Year Report of Revenues Through December 31, 2024
General Fund

	Adopted Budget	Seasonally Adjusted Budget	Actuals at 12/31/24	Variance (Unfavorable)
401 Property Taxes	\$ 1,500,750	\$ 652,826	\$ 589,255	\$ (63,571)
405 Sales Taxes	10,000	5,000	8,402	3,402
410 Property Transfer Tax	64,890	32,445	30,175	(2,270)
415 Other Taxes	1,000	500	-	(500)
420 Motor Vehicle In Lieu	280,545	-	-	-
440 Building & Other Permits	400,000	200,000	162,566	(37,434)
441 C&D Permits	10,000	5,000	3,600	(1,400)
450 Variance, Planning & Zoning	25,000	12,500	15,758	3,258
455 Animal Control Fees	300	150	269	119
460 Franchise Fees	13,000	3,250	1,201	(2,049)
480 Fines & Traffic Violations	4,000	2,000	3,111	1,111
482 Cost Recoivery - Publications	3,000	1,500	1,500	-
600 RHCA Lease Revenue	69,000	34,500	34,495	(5)
650 Public Safety Aug Fund	1,200	600	930	330
670 Interest on Investments	140,000	70,000	80,047	10,047
671 PARS Earnings	44,000	22,000	24,192	2,192
6XX Cal Water Grant - Turf Removal	-	-	48,897	48,897
675 Miscellaneous Revenue	6,000	3,000	85	(2,915)
699 Transfers In - Refuse Fund	24,000	12,000	12,000	-
TOTALS	\$ 2,596,685	\$ 1,057,271	\$ 1,016,483	\$ (40,788)

CITY OF ROLLING HILLS
FY24/25 Mid-Year Review - Expenditures Through December, 2024
GENERAL FUND

Department / Object Account	Amended Budget	Adjusted (50 %)	Actuals at 12/31/24	Variance (Unfavorable)
01 - CITY ADMINISTRATOR				
702 Salaries -Full Time	\$ 436,262	\$ 218,131	\$ 208,795	\$ 9,336
705 Temporary Salaries	7,000	3,500	-	3,500
710 Retirement CalPERS-Employer	35,159	17,580	13,256	4,324
712 CalPERS Unfunded Liability	-	-	76,564	(76,564)
715 Workers Compensation Insurance	9,100	4,550	-	4,550
716 Group Insurance	80,378	40,189	47,279	(7,090)
717 Retiree Medical	37,500	18,750	19,651	(901)
718 Employer Payroll Taxes	33,821	16,911	14,271	2,640
719 Deferred Compensation	2,239	1,120	447	673
720 Auto Allowance	3,600	1,800	1,762	38
721 Phone Allowance	2,400	1,200	1,175	25
740 Office Supplies	13,000	6,500	1,952	4,548
745 Equipment Leasing Costs	11,000	5,500	5,261	239
750 Dues & Subscriptions	14,000	7,000	11,606	(4,606)
755 Conference Expense	2,000	1,000	1,245	(245)
757 Meetings Expense	2,300	1,150	698	452
759 Training & Education	5,000	2,500	-	2,500
761 Auto Mileage	500	250	560	(310)
765 Postage	19,500	9,750	6,064	3,686
775 City Council Expense	5,000	2,500	1,307	1,193
776 Miscellaneous Expenses	3,000	1,500	-	1,500
780 Comm./Newsletters & Outreach	2,500	1,250	531	719
785 Codification	2,400	1,200	-	1,200
790 Advertising	2,400	1,200	1,006	194
795 Other Gen Admin Expense	3,300	1,650	1,196	454
801 City Attorney	75,000	37,500	38,144	(644)
802 Legal Expense - Other	3,000	1,500	-	1,500
803 Legal & Other Outside Legal	-	-	14,508	(14,508)
804 Legal Expense -CPUC	-	-	10,199	(10,199)
820 Website	6,000	3,000	-	3,000
850 Election Expense City Council	15,000	7,500	1,338	6,162
890 Consulting Fees	35,000	17,500	371	17,129
891 Records Management	24,806	12,403	3,282	9,121
Total City Administrator	892,165	446,083	482,468	(36,386)

Department / Object Account		Amended Budget	Adjusted (50 %)	Actuals at 12/31/24	Variance (Unfavorable)
05 - Finance					
750	Dues & Subscriptions	4,500	2,250	2,098	152
810	Annual Audit	35,000	17,500	22,750	(5,250)
890	Consulting Fees	120,000	60,000	56,163	3,837
Total Finance		159,500	79,750	81,011	(1,261)
15- PLANNING & DEVELOPMENT					
702	Salaries	219,953	109,977	107,223	2,754
703	Salaries - Part-Time	26,587	13,294	10,048	3,246
710	Retirement CalPERS-Employer	17,726	8,863	6,874	1,989
715	Workers Comp. Insurance	3,900	1,950	-	1,950
716	Group Insurance	48,107	24,054	25,743	(1,690)
718	Employer Payroll Taxes	19,310	9,655	8,690	965
719	Deferred Comp	4,681	2,341	585	1,756
720	Auto Allowance	1,200	600	488	112
721	Phone Allowance	600	300	244	56
761	Auto Mileage	300	150	-	150
750	Dues & Subscription	11,670	5,835	7,750	(1,915)
755	Conference Expense	2,000	1,000	1,248	(248)
759	Training & Education	1,000	500	-	500
776	Miscellaneous Expenses	2,000	1,000	-	1,000
790	Publication/Advertising/Noticing	10,000	5,000	4,275	725
802	Legal Expenses-Other	10,000	5,000	5,388	(388)
872	Property Development-Legal Exp	37,000	18,500	7,239	11,261
875	Willdan Building	45,000	22,500	18,862	3,638
878	Build Inspect. LA County	250,000	125,000	129,127	(4,127)
881	Storm Water Management	90,990	45,495	86,874	(41,379)
884	Special Project Study & Consult.	5,000	2,500	-	2,500
886	Code Enforcement	62,880	31,440	30,870	570
890	Consulting Fees (Onward)	15,000	7,500	-	7,500
928	Traffic Engineering	5,645	2,823	3,828	(1,006)
Total Planning & Development		890,549	445,275	455,356	(10,082)

Department / Object Account		Amended Budget	Adjusted (50 %)	Actuals at 12/31/24	Variance (Unfavorable)
25 - Public Safety					
830	Law Enforcement	293,000	146,500	147,233	(733)
833	Other Law Enforcement Exp	4,000	2,000	1,111	889
837	Wild Life Mgmt & Pest Control	20,000	10,000	1,000	9,000
838	Animal Control Expense	6,000	3,000	3,023	(23)
Total Public Safety		323,000	161,500	152,367	9,133
65 - NON-DEPARTMENTAL					
895	Insurance & Bond Expense	40,000	20,000	52,456	(32,456)
901	South Bay Comm. Organization	17,600	8,800	2,528	6,272
915	Community Recognition	8,000	4,000	6,968	(2,968)
917	Emergency Preparedness	77,000	38,500	18,397	20,103
Total Non-Departmental		142,600	71,300	80,349	(9,049)
75 - CITY PROPERTIES					
892	IT Services	63,000	31,500	35,278	(3,778)
893	Granicus Services	8,300	4,150	8,143	(3,993)
894	Computer Hardware Fund	5,000	2,500	647	1,853
925	Utilities	60,000	30,000	32,611	(2,611)
930	Repairs & Maintenance	42,585	21,293	32,631	(11,339)
932	Area Landscaping	21,600	10,800	9,074	1,726
932	Landscaping Project	-	-	48,897	(48,897)
946	Buildings & Equipment	15,000	7,500	-	7,500
947	Non-Building Improvements	-	-	-	-
Total City Properties		215,485	107,743	167,281	(59,539)
TOTAL OPERATING EXPENDITURES		2,623,299	1,311,650	1,418,832	(107,183)
CAPITAL TRANSFERS					
Capital Projects Fund		825,881	412,940	141,422	271,519
TOTAL EXPENDITURES		\$ 3,449,180	\$ 1,724,590	\$ 1,560,254	\$ 164,336

CITY OF ROLLING HILLS
Restricted Funds and Refuse Fund
Revenues and Expenditures Through December 31, 2024

	<u>Amended Budget</u>	<u>Pro-Rated Budget (50 %)</u>	<u>Actuals</u>	<u>Variance Fav (Unfav)</u>
10 - COPS FUND				
Revenues				
570 COPS Allocation	\$ 170,000.00	\$ 85,000.00	\$ 177,053.80	\$ 92,053.80
Expenditures				
840 COPS Program Expenditures	170,000.00	85,000.00	69,209.32	15,790.68
Revenues Over (Under) Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 107,844.48</u>	<u>\$ 107,844.48</u>
16 - CAPITAL GRANT FUND				
Revenues				
588 Crest Road FEMA Grant - 4434-526-112R	\$ 755,817.00	\$ 377,908.50	\$ 537,812.81	\$ 159,904.31
589 Safety Element Disaster Grants - DR 4344 PL0521	164,391.75	82,195.88	-	(82,195.88)
590 Veg. Mgmt FEMA Grant - HMGP-4382-175-13R	-	-	-	-
591 Eastfield U/Grounding FEMA DR-4382-177-7R-CA	2,514,279.00	1,257,139.50	58,384.36	(1,198,755.14)
699 Transfers In - General Fund - Safety Element	54,797.25	27,398.63	-	(27,398.63)
Total Revenues	<u>3,489,285.00</u>	<u>1,744,642.50</u>	<u>596,197.17</u>	<u>(1,148,445.33)</u>
Expenditures				
957 Crest Road East Project - 4434-526-112R	755,817.00	377,908.50	68,334.37	687,482.63
958 Safety Element DR4344-PL0521	219,189.00	109,594.50	-	219,189.00
959 Veg. Mgmt Mitig. Proj. - HMGP-4382-175-13R	-	-	-	-
960 Eastfield Drive Utility U.G. - 4382-177-7R	2,514,279.00	1,257,139.50	1,053,358.31	1,460,920.69
Total Expenditures	<u>3,489,285.00</u>	<u>1,744,642.50</u>	<u>1,121,692.68</u>	<u>2,367,592.32</u>
Revenues Over (Under) Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (525,495.51)</u>	<u>\$ 1,219,146.99</u>
25 - PROPOSITION A FUND				
Revenues				
500 Grant Revenues	\$ 52,750.00	\$ 26,375.00	\$ 21,879.32	\$ (4,495.68)
670 Interest Earned	300.00	150.00	-	(150.00)
Total Revenues	<u>53,050.00</u>	<u>26,525.00</u>	<u>21,879.32</u>	<u>(4,645.68)</u>
Expenditures				
620 Prop A Exchange	-	-	-	-
Revenues Over (Under) Expenditures	<u>\$ 53,050.00</u>	<u>\$ 26,525.00</u>	<u>\$ 21,879.32</u>	<u>\$ (4,645.68)</u>
26 - PROPOSITION C				
Revenues				
501 Grant Revenue-Prop C	\$ 43,750.00	\$ 21,875.00	\$ 18,148.32	\$ (3,726.68)
670 Interest Earned	250.00	125.00	-	(125.00)
Total Revenues	<u>44,000.00</u>	<u>22,000.00</u>	<u>18,148.32</u>	<u>(3,851.68)</u>
Expenditures				
906 Prop C Gifted	-	-	-	-
Revenues Over (Under) Expenditures	<u>\$ 44,000.00</u>	<u>\$ 22,000.00</u>	<u>\$ 18,148.32</u>	<u>\$ (3,851.68)</u>

	Amended Budget	Pro-Rated Budget (50 %)	Actuals	Variance Fav (Unfav)
27 - MEASURE R TRANSIT				
Revenues				
502 Measure R Grant Revenues	\$ 29,000.00	\$ 14,500.00	\$ 13,608.51	\$ (891.49)
670 Interest Earned	250.00	125.00	-	(125.00)
Total Revenues	29,250.00	14,625.00	13,608.51	(1,016.49)
Expenditures				
907 Measure R Gifted	-	-	-	-
Revenues Over (Under) Expenditures	\$ 29,250.00	\$ 14,625.00	\$ 13,608.51	\$ (1,016.49)
29 - MEASURE M				
Revenues				
507 Measure M Local Return	\$ 33,000.00	\$ 16,500.00	\$ 15,432.27	\$ (1,067.73)
670 Interest Earned	250.00	125.00	-	(125.00)
Total Revenues	33,250.00	16,625.00	15,432.27	(1,192.73)
Expenditures				
XXX Measure M Gifted	-	-	-	-
Revenues Over (Under) Expenditures	\$ 33,250.00	\$ 16,625.00	\$ 15,432.27	\$ (1,192.73)
30 - MEASURE W				
Revenues				
508 Grant Revenues	\$ 105,000.00	\$ 52,500.00	\$ 104,950.33	\$ 52,450.33
670 Interest Earned	500.00	250.00	-	(250.00)
Total Revenues	105,500.00	52,750.00	104,950.33	52,200.33
Expenditures				
913 Storm Water Management - 30%	31,650.00	15,825.00	-	15,825.00
914 Storm Water Management - 70%	73,850.00	36,925.00	24,246.11	12,678.89
	105,500.00	52,750.00	24,246.11	28,503.89
Revenues Over (Under) Expenditures	\$ -	\$ -	\$ 80,704.22	\$ 80,704.22
40 - CAPITAL PROJECTS FUND				
Revenues				
Transfers from General Fund	\$ 821,880.75	\$ 410,940.38	\$ -	\$ (410,940.38)
	821,880.75	410,940.38	-	(410,940.38)
Expenditures				
887 Sewer Feasibility Project	32.50	16.25	-	16.25
899 Outdoor Siren System - Design & Constr	161,771.25	80,885.63	117,532.50	(36,646.88)
890 Consulting Fees	21,000.00	10,500.00	-	10,500.00
934 Equestrian Fence Replacement	6,799.50	3,399.75	-	3,399.75
935 Tennis Court Improvements	298,708.75	149,354.38	8,405.10	140,949.28
947 Non-Building Improvements	-	-	-	-
948 City Hall Improvements	7,342.75	3,671.38	14,947.75	(11,276.38)
949 Battery/Solar Back-Up	221,500.00	110,750.00	-	110,750.00
961 Middleridge Road Emergency Storm Drain Repairs	71,173.00	35,586.50	-	35,586.50
962 Phase 1 Bifurcated 8" Sewer Main Engineering	19,463.00	9,731.50	536.25	9,195.25
963 Generator & Waterproof Removal and Electrical Svcs	6,994.00	3,497.00	-	3,497.00
964 HVAC Replacement Project	7,096.00	3,548.00	-	3,548.00
Total Expenditures	821,880.75	410,940.38	141,421.60	269,518.78
Revenues Over (Under) Expenditures	\$ -	\$ -	\$ (141,421.60)	\$ (680,459.15)

	<u>Amended Budget</u>	<u>Pro-Rated Budget (50 %)</u>	<u>Actuals</u>	<u>Variance Fav (Unfav)</u>
50 - REFUSE FUND				
Revenues				
665 Service Charges	\$ 1,005,336.00	\$ 502,668.00	\$ 405,595.28	\$ (97,072.72)
Total Revenues	<u>1,005,336.00</u>	<u>502,668.00</u>	<u>405,595.28</u>	<u>(97,072.72)</u>
Expenditures				
815 Refuse Service Contract	981,336.00	490,668.00	490,497.00	171.00
999 Transfers Out	<u>24,000.00</u>	<u>12,000.00</u>	<u>12,000.00</u>	<u>-</u>
Total Expenditures	<u>1,005,336.00</u>	<u>502,668.00</u>	<u>502,497.00</u>	<u>171.00</u>
Revenues Over (Under) Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (96,901.72)</u>	<u>\$ (96,901.72)</u>

CITY OF ROLLING HILLS
Summary of Budget Adjustments and Reserves Status
Six Months Ended December 31, 2024

Res. No.	Date	Description	Amount	Type	Account Number
Budgeted Surplus (Deficit)			<u>\$ 19,977.00</u>		
Carryovers			<u>(844,986.80)</u>		
FY 2024/25 Amendments					
1379	10/28/24	ADA Improvements at City Hall	(4,000.00)	One-Time	01-00-999
1382	10/28/24	Emergency Plumbing Repairs	<u>(23,485.00)</u>	One-Time	01-75-930
Total Amendments thru 12/31/24			<u>(27,485.00)</u>		
Total Budgeted Use of Reserves			<u><u>\$ (852,494.80)</u></u>		
Fund Balance - June 30 ,2024			4,679,694.61		
Budgeted Use of Reserves			(852,494.80)		
Reserve for Contingencies			<u>(2,596,685.00)</u>		
Reserves Above Policy			<u><u>\$ 1,230,514.81</u></u>		



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.C
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROBERT SAMARIO, FINANCE DIRECTOR

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONSIDERATION OF WAIVER OF DIRECT ASSESSMENTS FOR REFUSE

DATE: February 24, 2025

BACKGROUND:

Many properties on the Palos Verdes Peninsula have been affected by recent land movements. Some properties have lost utility service, while others have sustained structural damage.

Any time there is a natural disaster within the County that damages private properties, property owners have the opportunity to file for a re-assessment of their property with the County Assessor's Office to lower the assessed value and thereby receive property tax relief.

For any properties that the County Assessor's Office determines qualifies for re-assessment, the property owners also may receive a waiver of any direct assessments placed on the tax roll by local agencies and tied to those properties. However, any waiver of direct assessments must be approved by the respective local agency.

As a result of the land movements and potential for property owners receiving property tax relief, the County has reached out to any and all local agencies within the peninsula for which the County collects an assessment on the agencies behalf, and asking each agency to complete an Agency Authorization Form either approving the waiver of direct assessments, denying such waivers, or allowing a waiver of a percent of the assessment.

DISCUSSION:

The City of Rolling Hills provides refuse services to its residents by a contracted hauler. These services are recovered through direct assessments added to the tax rolls and collected by the County of Los Angeles on the City of Rolling Hills' behalf. The assessment is \$1,432 per parcel.

The County of Los Angeles has asked the City of Rolling Hills to complete an Authorization Form indicating whether or not the City will grant waivers to any properties that are re-

assessed by the Assessor's Office.

It is important to note that, while a number of properties have lost utility service as a result of the land movement, City staff is not aware of any properties within the City of Rolling Hills that sustained structural damage that would warrant any re-assessment. However, it is theoretically possible for more land movements to occur between now and the end of the fiscal year (June 30, 2025) that do result in structural damage and, thus, property tax relief. Therefore, the question of whether the City will grant or deny any waiver of direct assessments for refuse services is still important and required by the County.

FISCAL IMPACT:

Only if the City Council agrees to grant waivers of direct assessments and structural damage is sustained by homes within the City limits that lead to re-assessment by the County Assessor's Office will the City realize any fiscal impact equal to \$1,432 for each parcel given relief.

RECOMMENDATION:

Approve staff recommendation as presented.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.A
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KARINA BAÑALES, CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

**SUBJECT: CONSIDERATION OF ESTABLISHING POLICIES TO PREVENT
FRAUDULENT ACTIVITY (MAYOR PRO TEM DIERINGER)**

DATE: February 24, 2025

BACKGROUND:

Every organization needs to ensure it has a good system of internal controls in place to provide reasonable safeguards to protect against fraud, theft, misappropriation of funds, etc. While no system of internal controls can provide absolute protection against these types of incidents, having good systems in place to create a deterrence and increase the likelihood that such instances of malfeasance are identified quickly is extremely important.

Questions have been raised by Council about the efficacy of the City of Rolling Hill's internal controls and whether it was appropriate to hire an independent professional to evaluate the City's currently internal control systems to both identify areas needing improvement and to identify areas that might be deemed lacking and thus create opportunities for theft, fraud, and so forth.

While the City has some financial controls in place, opportunities for improvement remain. For instance, staff recently identified an invoice, from an approved city vendor, billing the City for a service that the City did not receive, which was flagged. Although the issue was promptly resolved due to the diligence of City personnel, it underscores the importance of formalized policies and procedures to proactively prevent and detect fraudulent activity.

This evening, Staff will seek direction from City Council on establishing formal policies and procedures or hire an independent professional to enhance internal financial controls and prevent fraudulent activity.

DISCUSSION:

The City has existing financial policies, but some may be outdated and in need of revision. For example, in 2007, the City Council adopted an investment policy to protect, preserve and maintain the assets of the City. This was to ensure that the City invest public funds in a manner that will provide the highest investment return commensurate with maximum security while meeting the cash flow demands of the City and conforming to all State and Local statutes governing the investment of public funds (Attachment A). This policy was then revised and adopted in 2018. The City also has financial, budget and debt policies that was recently revised and adopted in 2022.

To enhance fraud prevention efforts, the City has consulted neighboring agencies, including Rancho Palos Verdes, Palos Verdes Estates, and Rolling Hills Estates, to obtain sample financial control policies and procedures. Additionally, the California Joint Powers Insurance Authority (JPJA) has provided access to established policies from other agencies, such as the City of Camarillo, that may serve as a model for Rolling Hills. Some excerpts of these procedures are included in Attachment C.

Staff has also explored the possibility of an internal controls review by an external firm to further strengthen financial safeguards. These firms can assess financial operations at various levels, ranging from a city-wide financial assessment to an executive report with findings and recommendations, as well as the development of detailed processes and procedures. The cost of these assessments starts at approximately \$5,000 for a basic review, with additional costs depending on the depth of the evaluation.

Alternatively, the City can refine and implement best practices from other agencies without engaging an external firm. The Finance Director can offer insights based on experience with other municipalities and assist the City develop a formal fraud prevention policy and financial procedures that can enhance accountability while adding additional layers of oversight.

CONCLUSION

The City of Rolling Hills is committed to maintaining strong financial integrity and preventing fraudulent activity. By reviewing and updating internal controls, adopting best practices from peer agencies, implementing a fraud reporting mechanism, and considering an external assessment where necessary, the City can enhance its financial oversight and reduce the risk of fraud.

In addition, the City should put more attention to the documentation and formalization of its policies, processes, and procedures. While processes and procedures are in place, they are not written down and formally adopted. This would not only help ensure consistency, particularly when the City has staff turnover, but it would provide an opportunity to evaluate current processes and procedures and make changes as necessary to strengthen current internal controls.

Staff seeks direction from the City Council on the preferred approach to strengthening the City of Rolling Hills' financial policies and procedures.

FISCAL IMPACT:

Unknown at this time.

RECOMMENDATION:

Direct Staff on the preferred approach to strengthening the City of Rolling Hills' financial policies and procedures.

ATTACHMENTS:

[Attachment A - RH FN_Investment Policy.pdf](#)

[Attachment B - RH FN_POL_221010_AdminProcedures_BudgetDebtPolicies.pdf](#)

[Attachment C - FN_Agency Samples.pdf](#)

CITY OF ROLLING HILLS	ADMINISTRATIVE POLICY/PROCEDURES
INVESTMENT POLICY	
<i>Original Version Effective: 09/24/2007</i>	<i>See end of document for complete policy history.</i>
<i>Current Version Effective: 04/09/2018</i>	

1.0 Policy

It is the policy of the City of Rolling Hills to protect, preserve and maintain the assets of the City. It shall invest public funds in a manner that will provide the highest investment return commensurate with maximum security while meeting the cash flow demands of the City and conforming to all State and Local statutes governing the investment of public funds.

2.0 Scope

The City follows the practice of pooling cash and investments of all funds, except for funds in the City's employee deferred compensation plan. Funds contained in the City's pool are designated the "General Portfolio." These funds are accounted for in the Financial Statements of the City and include:

The General Fund
All Special Revenue Funds
All Capital Projects Funds
All Enterprise Funds
All Internal Service Funds
All Trust and Agency Funds

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The City's deferred compensation plans assets are with Nationwide Retirement Solutions and ICMA Retirement Corporation. The Nationwide Retirement Solutions and ICMA Retirement Corporation invests employee account assets in various investment options as directed by the individual employee. Accordingly, these assets are neither controlled by the City nor subject to this investment policy.

3.0 Prudence

The City holds to the "prudent investor standard" in that all investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived and acting as a fiduciary of the public trust. The prudent investor standard set forth in Section 53600.3 of the Government Code states: "When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skills, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with the like aims to safeguard the principle and maintain the liquidity needs of the agency."

4.0 Objectives

The primary objectives, in priority order, of the City of Rolling Hills' investment activities shall be:

4.1. Safety: Safety of principal is the foremost objective of the investment program. "Safety" means that the overall value of City funds shall not be diminished in the process of securing and investing those funds or over the duration of the investments.

4.2. Liquidity: The City of Rolling Hills' investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

The liquidity of each type of investment is included in its description in the "Authorized Investments" section of this policy.

4.3. Return on Investment (Yield): The City of Rolling Hills investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio.

In general, the California Government Code limits authorized investments to those classes of securities which have lower risk (and therefore lower yields) than other higher risk investment choices. In each investment transaction, the anticipated return on investment is subordinate to the preceding requirement of credit and investment risk.

5.0 Delegation of Authority

The City Council has the authority to select financial institutions for the City' investment and bank accounts. The City Council has designated the City Council Finance / Budget Committee, the City Manager, and the City Finance Director with the responsibility for decisions and operations for the following investment and operating bank accounts:

Operating Bank Accounts

- Local Agency Fund administered by the Treasurer of the State of California
- Money market savings accounts
- Checking accounts

Certificates of Deposits/Negotiable Certificates of Deposits or Time Deposits

Certificates of Deposits, Negotiable Certificates of Deposit or Time Deposits with commercial banks and /or savings and loan associations issued by a nationally or state-chartered bank, a savings association, or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union with maturities ranging from 30 days to three years.

6.0 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process are required by the City of Rolling Hills' and State Government Code Section 81000 to disclose annually to the City Council any material financial interests in financial institutions that conduct business with the City and further to disclose any large personal financial / investment positions that could be related to the performance of the City, particularly with regard to the time of purchase and sales, as part of the City's conflict of interest reporting requirements. Said employees are also prohibited from accepting gifts proffered as a direct result of being employees of the City.

7.0 Authorized Financial Dealers, Institutions and Portfolio Managers:

The Finance Director will maintain a list of financial institutions authorized to provide investment services, including portfolio management. No public deposit shall be made except in a qualified public depository as established by State law. Financial institutions authorized to provide investment services to the City, including portfolio management, shall utilize security broker / dealers who are duly licensed and authorized to provide investment services in the State of California.

Anyone providing financial services to the City, including portfolio management must adhere to the City's investment policies as adopted by the City Council.

8.0 Authorized and Suitable Investments:

The surplus funds of the City may be invested in any of the following list of eligible securities.

Surplus funds are defined as those funds not immediately needed for City operations excepting those minimum balances required by the City's banks as compensation for services rendered to the City, or such other funds as otherwise determined by the Finance Director or City Manager.

The list of eligible securities is drawn from the approved investments contained in the California Government Code Sections 53600 et seq., limited further by the provisions of this policy.

For eligibility as a City investment, the following restrictions should be added to those contained in the California Government Code Sections 53601 et seq. They are:

8.1 U.S. Treasury Bonds, Notes & Bills – “Strips” and “Cubes”

The principal and interest portions of U.S. Treasury securities are issued by the Federal Government. Frequently, broker / dealers make a market in these securities by separating the principal and interest components and marketing them separately. The principal portions of their “stripped” securities are marketed at deep discounts. “Strips” and “Cubes” do not provide income streams during the term of the investment, but rather pay a “par” amount at maturity. This makes these investments somewhat more volatile than standard U.S. Treasury securities.

The City will not invest in “strips” or “cubes.”

8.2 U.S. Government Agencies

There are numerous government agencies listed which issue debt instruments but many lack the liquidity necessary to fit the City's portfolio requirements possibly including, for example, the issues of Federal Farm Credit Bank, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Home Loan Bank, and the Student Loan Mortgage Corporation.

The City will not purchase these government agency securities.

8.3 Repurchase Agreements

A repurchase agreement is a contractual agreement between a financial institution or dealer and the City in which the City lends its funds to the financial institution or dealer for a certain number of days at a stated rate of interest. In return, the City takes title to securities as collateral until the funds and interest are repaid.

The City will not enter into repurchase agreements.

8.4 Medium Term Corporate Notes

The City will not purchase medium term corporate notes.

8.5 Commercial Paper and Corporate Bonds

The City will not purchase commercial paper or corporate bonds.

8.6 Prohibited Investments

The list of eligible securities contained in the California Government Code is extensive and includes a number of categories which are not suitable investments for City funds because of limitations in the liquidity of the instruments or the interest rates obtainable thereon. The categories in the list which have such limitations are:

The notes or bonds or any obligations of the State of California or of any local agency or district of the State of California.

Notes, bonds or other obligations issued by any other state or the Commonwealth of Puerto Rico.

The city shall not invest any funds pursuant to Section 53600, et. Seq., in any security that could result in zero interest accrual if held to maturity.

9.0 Collateralization:

All City of Rolling Hills' investments shall be collateralized as required by the State Government Code.

10.0 Maximum Maturities:

To the extent possible, the City of Rolling Hills will match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than one (3) years from the date of purchase.

11.0 Internal Control:

The City's external auditor with the support from the Finance Director shall annually conduct an independent review of the internal controls. Additionally, the City's external auditor with support from the Finance Director will annually perform a financial audit. Both may be conducted at the same time, when the City's annual financial audit performed. The external auditor will be an independent certified public accountant who performs his work under generally accepted auditing standards as adopted by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants.

12.0 Performance Standards:

The investment portfolio shall be designated with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs of the City.

13.0 Investment Policy Adoption:

The City Council shall consider and adopt a written Investment Policy annually and accept quarterly Investment Reports as provided in Government Code Section 53646 et al.

Policy Administrative History:

*Adopted September 24, 2007
Revised and Adopted February 23, 2009
Revised and Adopted March 8, 2010
Reviewed and Adopted February 28, 2011
Reviewed and Adopted May 14, 2012
Reviewed and Adopted April 22, 2013
Reviewed and Adopted March 24, 2014
Reviewed and Adopted April 27, 2015
Reviewed and Revised April 25, 2016
Reviewed and Adopted April 24, 2017
Reviewed and Adopted April 09, 2018*

CITY OF ROLLING HILLS	ADMINISTRATIVE POLICY/PROCEDURES
FINANCIAL, BUDGET AND DEBT POLICIES	
<i>Original Version Effective: 09/24/2007</i>	See end of document for complete policy history
<i>Current Version Effective: 10/10/2022</i>	

Policy Framework:

The purpose of the Financial, Budget and Debt Policies is to guide the City Council and other City officials in developing sustainable, balanced budgets and managing the City's finances in a prudent manner consistent with best practices. The City's commitment to adopting and operating within a balanced budget is a core financial value and policy of the City.

The City of Rolling Hills Financial Policies represents the City's framework for planning and management of the City's fiscal resources. Adherence to the Financial Policies promote sound financial management which can lead to unqualified annual audits, provide assurance to the taxpayers that tax dollars are being collected and spent per City Council direction and provide a minimum of unexpected impacts upon taxpayers and users of public services.

The City Council Finance / Budget Committee shall serve as the City's audit committee for the purpose of recommending the selection of an auditor to the City Council, meeting with the City Auditor, reviewing the annual audit and necessary financial statements, responding to conflicts between management and the auditor and responding to fraudulent activities. The City Council will conduct a competitive process for the selection of the independent external auditor every 6 years to be in conformance with California Government Code Section 12410.6(b). Any non- audit work performed by the independent external auditor, if allowed, will be done under a separate contract approved by the City Council.

The City Manager shall be responsible for developing and, as appropriate, implementing and managing these policies as well as subsidiary policies that execute the City's Financial Policies.

The City's Financial Policies shall be in conformance with all state and federal laws, generally accepted accounting principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).

1. Financial Reporting Entity:

The City of Rolling Hills was incorporated in 1957 under the general laws of the State of California. The City operates under the Council-Manager form of government. The City Council consists of five members elected at large for overlapping four-year terms. The Mayor and Mayor Pro-Tem are selected from the City Council members and serve a one-year term. The City Council appoints a City Manager, City Attorney and City Treasurer. In addition, the City Council appoints the members of advisory Commissions and Committees.

The City, directly or by contract, provides municipal services as authorized by statute. Services provided include:

- Public safety through the Los Angeles County Sheriff and Fire Department
- Refuse collection by contract with a private hauler
- Water through California Water Service Company
- Sewer through Los Angeles County Sanitation Districts
- Recreation
- Public improvements
- Planning and zoning
- General administrative and support services

2. Financial Reporting Policies:

The City's accounting and financial reporting systems will be maintained in conformance with all state and federal laws, generally accepted accounting principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA). Further, the City will make every attempt to implement all changes to governmental accounting practices at the earliest practical time.

- The financial report should be in conformity with GAAP, demonstrate compliance with finance related legal and contractual provisions, disclose thoroughly with detail sufficient to minimize ambiguity and potential for misleading interferences.
- An annual audit will be performed by an independent public accounting firm with an audit opinion to be included with the City's published Comprehensive Annual Financial Report.
- The City's budget should satisfy criteria as a financial and programmatic policy document, as a comprehensive financial plan, as an operations guide for all organizational units and as a communications device for all significant budgetary issues, trends, and resource choices.
- The City shall evaluate the fiscal impact of proposed changes in employee benefits to be provided. Prior to assuming liability for expanded benefits,

a viable funding plan with estimates of long term impacts shall be incorporated into the analysis.

- The City shall endeavor to avoid committing to new spending for operating or capital improvement purposes until an analysis of all current and future cost implications is completed.
- The City shall endeavor to maintain cash reserves sufficient to fully fund the next present value of accruing liabilities, obligations to employees for vested payroll and benefits and similar obligations as they are incurred.
- The City shall prepare and present to the City Council monthly interim revenue and expenditure reports and a Mid-Year Review to allow evaluation of potential discrepancies from budget assumptions.

3. Internal Control Accounting Policies:

To provide a reasonable basis for making management's required representations concerning the finances of the City.

- Accounting Records – Maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP).
- Monthly Posting – Post a monthly record, which maintains each month's activities separate and distinct from another month's work. This provides visibility in locating errors and fixing corrections. Accounting ledgers will be reviewed and reconciled on a monthly basis to supporting documentation – Cash Receipts, Accounts Payable, Payroll and Monthly Journal Entries.
- Sequential Number – Sequentially numbered instruments will be used for checks and cash receipts. Pre-numbered receipts are controlled and accounted for by an individual with no accounting handling responsibilities. The City's pre-numbered checks and pre-numbered cash receipts should be safeguarded in the Vault. All copies of voided receipt forms are retained, accounted for, and documented.
- Audit Trail – The City's accounting records and systems shall provide an audit trail (e.g. paper document) that allows for the tracing of each transaction from its original document to completion.

4. Operating Management Policies:

The budget process is intended to weigh all competing requests for City resources within expected fiscal constraints. Requests for new, on-going programs made outside the budget process will be discouraged.

- Budget development will consider multi-year implications of current decisions and allocations and use conservative revenue forecasts.
- Revenues will not be dedicated for specific purposes, unless required by law or Generally Accepted Accounting Practices (GAAP). All non-restricted revenues will be deposited in the General Fund (or other designated fund as approved by the City Manager) and appropriated by the City Council.
- Current revenues will fund current expenditures. City revenues will be managed to protect programs from short-term fluctuations that impact expenditures.
- The City will endeavor to identify entrepreneurial solutions to cover or recover costs of operating program.
- The City shall strive to avoid returning to the City Council for new or expanded appropriations during the fiscal year. Exceptions may include emergencies, unforeseen impacts, mid-year adjustments or new opportunities.
- Additional personnel will be requested after service needs have been thoroughly examined and is substantiated for new program initiatives or policy directives.
- All non-Enterprise user fees and charges will be evaluated at least every three years to determine the direct and indirect cost recovery rate. The analysis will be presented to the City Council.
- The City shall endeavor to maintain adequate cash reserves to fund 100% replacement of capital equipment. Replacement costs will be based upon equipment lifecycle financial analysis developed by the Finance Director and approved by the City Manager.
- Balanced revenue and expenditure forecasts will be prepared to examine the City's ability to absorb operating costs due to changes in the economy, service demands, and capital improvements. The forecast will be updated annually and include a four-year outlook.
- Cash and investment programs will be maintained in accordance with the Government Code and the adopted investment policy will ensure that proper controls and safeguards are maintained. City funds will be managed in a prudent and diligent manner with an emphasis on safety of principal, liquidity, and financial return on principal, in that order. Pursuant to State law, the City, at least annually, revises and the City Council affirms a detailed investment policy.

5. Capital Management Policies:

- Capital improvement projects are defined as infrastructure or equipment purchases or construction which results in a capitalized asset and having a useful (depreciable) life of at least one year with a cost of \$5,000 or more per the City's resolution Number 953.
- The Finance Department shall utilize the straight-line method of calculating depreciation over the estimated useful life for all classes of assets.
- The capital improvement plan will attempt to include, in addition to current operating maintenance expenditures, adequate funding to support, repair and replace deteriorating infrastructure and avoid a significant unfunded liability.
- Capital improvement lifecycle costs will be coordinated with the development of the City's operating budget. Future operating, maintenance, and replacement costs associated with new capital improvements will be forecast, matched to available revenue sources and be included in the operating budget. Capital project contract awards or purchases will include a fiscal impact statement disclosing the expected operating impact of the project or acquisition and when such cost is expected to occur.

6. Reserve Policies:

Given the City's vulnerability to natural disasters, such as flooding, mudslides, earthquakes, and wildfires, the City has established a requirement pursuant to this policy document of maintaining a General Fund operating reserve in the form of cash and investments of at least 100% of prior year audited annual General Fund revenues. These funds will be available to not only address the immediate and short-term financial impacts of a natural disaster, but also to cover other unforeseen events and circumstances that have a material financial impact to the General Fund.

In addition, these reserve policies establish the following requirements and/or guidelines:

- One-time revenue windfalls should be designated as a reserve or used for onetime expenditures. The funds should not be used for on-going operations. For purposes of this policy, one-time revenue windfalls shall include:
 - CalPERS rebates
 - Tax revenue growth in excess of 10% in a single year
 - Unexpected revenues (e.g., litigation settlement)
 - Any other revenues the City Council may elect to designate as extraordinary
- All unexpended General Funds from the prior fiscal year will be deposited in the General Fund Reserve Fund (Rainy Day Fund.)

- The City will strive to maintain the Municipal Self-Insurance Fund with a July 1 balance of \$250,000.
- The City will strive to transfer \$250,000 annually into the Utilities Fund for the purpose of building up the necessary balance for underground projects.
- Enterprise Fund (e.g., for refuse collection) user fees and charges will be examined annually to ensure that they recover all direct and indirect costs of the service, provide for capital improvements and maintenance and maintain adequate reserves. Moreover, maintenance of cash reserves will provide a de facto rate stabilization plan. Rate increases shall be approved by the City Council following formal noticing and public hearing. Rate adjustments for enterprise operations will be based on five-year financial plans unless a conscious decision is made to the contrary. The current cash reserves shall be adjusted annually and will be equal to the proposed annual General Fund subsidy to the Refuse Fund and will be budgeted as a Transfer into the Refuse Fund.
- The City has established a Pension Rate Stabilization Program Section 115 Trust. The Trust was created to fund the City's unfunded PERS Pension Liability. As funds are available they would be deposited into the Trust in order to maintain adequate reserves.

7. **Budget Policies:**

The function of the City of Rolling Hills is primarily administrative.

A. Categories of Funds

- The City's annual budget contains fifteen different funds managed in conformance with the City's Fund Balance Policy:
 - General Fund
 - Community Facility Fund
 - Self-Insurance Fund
 - Refuse Fund Traffic Fund Transit Fund - Proposition A
 - Transit Fund - Proposition C
 - Transit Fund – Measure R
 - Transit Fund – Measure M
 - LA County Measure W
 - Capital Projects Fund
 - Citizens Options for Public Safety Fund (COPS) Fund
 - California Law Enforcement Equipment Program (CLEEP) Fund.
 - Utility Fund
 - OPEB (Post-Employment Benefits Other Than Pensions) Fund
- Each fund is considered to be a separate accounting entity for budgeting and financial reporting purposes.

- The operations of each fund are accounted for by providing a separate set of self-balancing accounts which are comprised of each fund's assets, liabilities, equity, revenues and expenditures, as appropriate.
- The City resources are allocated to and for individual funds based upon the purpose of the spending activities.
- All funds and reserves will be evaluated annually for long-term adequacy and use requirements in conjunction with development of the City's long-term budget assumptions.
- For approved capital projects unexpended budget appropriations would be reviewed annually by the Finance/Budget/Audit Committee for recommendation for carryover to the following fiscal year.

B. Operating Budget Guidelines

- The Budget is detailed - Expenditures are authorized line by line, item by item. Line items are used to limit precisely the amount and narrowly define what can be spent.
- The Budget is annual - The annual budget period is from July 1 to June 30. The time span of the authority to spend is restricted to one year. Each year the regular cycle of budgeting is repeated.
- The budget is comprehensive – The budget is prepared for all funds expended by the City.
- The City adopts a budget by June 30 of each year.
- Comparative Data - Comparative data from the prior year is presented in the annual budget in order to provide an understanding of changes in the City's financial position and operation.
- Public Hearing - The City Council reviews a tentative budget and adopts the final budget. A public hearing is conducted to receive comments prior to adoption.

C. Financial Review

Throughout the fiscal year, monthly financial reports comparing actual amounts with budgeted amounts are prepared by the Finance Director and submitted to the City Manager and members of the City Council. As these reports are reviewed, attention is drawn to variances between budgeted amounts and actual amounts.

D. Budgeted Revenues & Expenditures

The City reviews fees and charges to keep pace with the cost of providing the service.

8. Debt Management Policies:

The City will seek to avoid incurring debt. While the City is disposed to funding capital improvements and expenditures on a cash basis, the City will consider, and when necessary, enter into debt financing for citywide public improvement projects such as sewers and utility undergrounding.

- Lease Equipment - Office Equipment has been leased on a monthly basis with the expense incurred at the time of payment.

Policy Administrative History:

Adopted September 24, 2007

Revised and Adopted March 24, 2008

Revised and Adopted February 23, 2009

Revised and Adopted March 8, 2010

Reviewed and Adopted February 28, 2011

Revised and Adopted May 23, 2011

Reviewed and Adopted May 14, 2012

Reviewed and Adopted April 22, 2013

Revised and Adopted September 9, 2013

Reviewed and Adopted March 24, 2014

Reviewed and Adopted April 27, 2015

Reviewed and Revised April 25, 2016

Reviewed and Adopted April 24, 2017

Reviewed and Adopted April 22, 2019

Reviewed and Adopted May 11, 2020

Reviewed and Adopted May 23, 2022

Reviewed and Adopted October 10, 2022

CITY OF PALOS VERDES ESTATES
ADMINISTRATIVE INSTRUCTIONS

NUMBER

EFFECTIVE DATE:

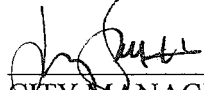
DECEMBER 3, 1990

3(A)

REISSUED:

APRIL 15, 2008 &

AUGUST 1, 2011



CITY MANAGER SIGNATURE

SUBJECT: PURCHASING PROCEDURES – ADDENDUM

Purpose

The purpose of this addendum is to immediately address and establish the required purchasing approval authority necessitated by the current configuration of City staff; more specifically, the elevation of the Assistant City Manager to the position of City Manager.

The Addendum further establishes a specific approval process for expenditures related to the city-owned Bluff Cove homes. This process is ensure independent review of operating (01-3080-64437) and capital expenditures (30-7500-80875) involving the Bluff Cove properties and to avoid the appearance of conflict since the approval authority(ies), as previously established under the Purchasing Procedures, are also occupant/tenants of the property. Charges for time incurred by Charles Abbott Associates (CAA) in performance of duties normally associated with capital project administration, including research, analysis and investigation leading to a potential capital project, are not subject to the specified process and shall instead be approved in accordance with authority / limits established in Regulation 3 and 3A.

Section 2. Purchasing Authorization / Limitations

1. For purchases of \$50.00 and less, petty cash may be used, with the departmental approval. Receipts are required.
2. For purchases between \$50.00 and \$500.00, the approval of the Financial Services Manager in addition to the Department Head (or his/her designee) on the invoice or purchase voucher is required. No bids are required.
3. Purchases over \$1,000.00 require a purchase order. Purchase orders require approval by the Department Head City Manager. The Department Head and Financial Services Manager must approve all invoices between \$500 and \$1,000. The City Manager must approve all invoices over \$1,000.
4. For purchases over \$1,000 but less than \$5,000.00, three (3) informal bids (written or verbal quotes) are required. For purchases over \$5,000 but less than \$15,000, three (3) informal written bids, obtained based on written specifications are required.

Administrative Instructions # 3

5. For purchases or projects over \$15,000, formal sealed bids are required and the City Council must approve the purchase or contract.

Section 2.a Bluff Cove Properties - Purchasing Authorization / Limitations

1. Invoices or purchase vouchers for supplies or services require approval of the department designee, the Financial Services Manager and City Treasurer. The City Manager shall review and initial all invoices over \$1,000, but approval by the Finance Manager/Treasurer shall be deemed all that is required for payment processing and ultimate approval by the City Council as part of warrant register approval.
2. Purchases over \$1,000.00 require a purchase order. Purchase orders require approval by the City Treasurer before being submitted to the City Manager for review. Approval by the City Treasurer shall be deemed sufficient for securing the purchase.
3. In the event there is a question of interpretation whether a Bluff Cove property expense is eligible for payment by the City or is the responsibility of the occupant/tenant in accordance with the terms and conditions of their license/rental agreement, the City Treasurer shall consult with a designated Council member in making such a determination. Their determination shall be final.

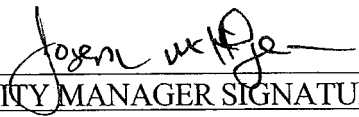
CITY OF PALOS VERDES ESTATES
ADMINISTRATIVE INSTRUCTIONS

NUMBER

3

EFFECTIVE DATE:
DECEMBER 3, 1990

REISSUED:
APRIL 15, 2008


CITY MANAGER SIGNATURE

SUBJECT: PURCHASING PROCEDURES

Purpose

The purpose of this Administrative Instruction is to synthesize the information presented in the Purchasing Procedures Manual of January, 1990, as revised August 2000 and March 2008, and to revise the purchasing limitations and other sections to conform with recommendations of the City's professional auditors and other outside auditors (state and federal). These procedures set forth the standards and controls for the economic purchasing of goods and services by the City. The full manual is on file in the Finance Department.

Section 1. General

The purchasing process requires the careful attention of all management staff to assure that economical purchases are made. The department manager of each activity in the budget is responsible for using the funds in his/her budget in accordance with these procedures. It is the responsibility of each employee to ensure the appropriate use and prevent the loss or theft of items purchased using City funds.

Section 2. Purchasing Limitations

1. For purchases of \$50.00 and less, petty cash may be used, with the departmental approval. Receipts are required.
2. For purchases between \$50.00 and \$500.00, the approval of the Asst. City Manager in addition to the Department Head (or his/her designee) on the invoice or purchase voucher is required. No bids are required.
3. All purchases over ~~\$500.00~~ ^{\$1,000} require a purchase order. Purchases over \$500 require approval by the City Manager. The Department Head and Asst. City Manager must approve all invoices between \$500 and \$1,000. The City Manager must approve all invoices over \$1,000.
4. For all purchases over \$500 but less than \$5,000.00, three (3) informal bids (written or verbal quotes) are required. For purchases over \$5,000 but less than \$15,000, three (3) informal written bids, obtained based on written specifications are required. The Asst. City

Administrative Instructions # 3

Manager must review these purchases, while the City Manager must approve the purchase order and any invoice over \$1,000.

5. For purchases or projects over \$15,000, formal sealed bids are required and the City Council must approve the purchase or contract.

Section 3. Informal Bidding Procedures

1. Informal bids are required for all items with a value between \$500 and \$15,000. Bids for purchases over \$500 but less than \$5,000 can be either verbal or in written form, while purchases over \$5,000 but less than \$15,000 require written bids obtained based on written specifications. These must be received from at least three (3) vendors.

The informal bid process does not apply to “public projects” as specifically defined in PCC Sec. 20161 requiring formal bid process for projects of \$5,000 and over. However, “maintenance or repair” work on streets and sewers are specifically excepted. “Public Projects” work is limited to new construction or substantial reconstruction.

2. All informal bids must be documented on a quotation format outlining the item(s) to be purchased, reason for the purchase, vendors contacted, price including tax and delivery and any special conditions, and the reason the specific vendor was chosen. The bid quotation form must accompany all contracts and purchase orders.

Section 4. Formal Bidding Process

1. All items with a value greater than \$15,000 require formal, written bids from at least three vendors, excluding “Public Projects” as mentioned in Section 3. The requisitioning department should prepare either written specifications or a Request for Proposal, which shall be used to solicit, sealed bids.
2. The department shall prepare written specifications for all items/services to be purchased. These specifications shall include a general description of the articles/services to be purchased, contain bid blanks, list the time and place for the bid opening, note the conditions of sale, and specify any other information to assist the bidder in bidding on the items. Under no circumstances should bid specifications be written so as to restrict any vendor from bidding.
3. Notices inviting bids shall be published at least once not less than ten (10) days before the date of opening of the bids in a paper(s) or publication of general circulation, trade journals, etc. Notices must include: a description of the items to be purchased; the date and time bids will be opened; where specifications can be obtained and the cost of the specifications, if any; any special conditions such as bid bond requirements, prevailing wage statements, etc.

Administrative Instructions #3

4. The department shall also solicit sealed bids from responsible prospective suppliers by mailing copies of the bid package (or notices inviting bids) to those vendors on city bid lists or who the purchaser feels might be interested in bidding.
5. When deemed necessary by the City Council, a bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of the security deposit, except that a successful bidder shall forfeit his bid security upon his refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless in the latter event, the City is solely responsible for the delay in executing the contract.
6. Sealed bids shall be submitted to the City Clerk's Department or individual identified in the bid specifications. Bids shall be opened in public at the time and place stated in the public notices. No bids will be accepted after the closing date and time set forth in the posted notice. A tabulation of all bids received shall be open for public inspection in the department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
7. At its discretion, the City Council may reject any and all bids presented and re-advertise for bids pursuant to these procedures.

If two or more bids received are for the same total amount or unit price, with the quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the City Council may use its discretion and accept the one it chooses or accept the lowest bid made by and after negotiation with the tie bidders at the time of the bid award.

8. The department shall have the authority to require a performance bond before entering into a contract. The bond should be for an amount the department deems necessary to protect the best interests of the City. The form and amount of the bond shall be described in the notice inviting bids.
9. The "lowest responsible bidder" will be determined by such factors as reputation, ability, references, quality of supplies and equipment, and price.

Section 5. Procuring Professional Services

Professional services shall be defined as any specially trained and experienced person, firm or corporation with special services and advice in financial, economic, accounting, engineering, legal, medical, or administrative matters. Competitive bidding is not required for these services. The following procedures however, should be followed when procuring professional services:

Administrative Instructions # 3

1. When the value of the service is less than \$500, the Asst. City Manager may approve the purchase of the service at the recommendation of the department head either by issuing a purchase order or by signing a contract.
2. When the value of the service is between \$500 and \$15,000, the department must get proposals from three (3) qualified individuals or firms. Proposal should include scope of services to be performed. After Asst. City Manager review, the City Manager must approve all professional service purchase orders or contracts in this category.
3. When the value of the service is greater than \$15,000, a Request for Proposal must be prepared by the department, a notice requesting Requests for Proposals should be placed in newspapers and/or professional journals of general circulation, and copies of the Request for Proposal or notice should be mailed to those individuals or firms whom the department feels might be interested in performing the required service.
4. The City Council must approve all contracts for services in excess of \$15,000.

Section 6. Methods of Purchasing

Any of the following methods may be used to order goods or services for the City:

1. **Petty Cash:** Used for the purchase of items with a value of less than \$50, petty cash can be used to reimburse an employee after a purchase is made, or it can be advanced to an employee when the exact cost of a purchase is unknown. A petty cash slip must be completed with descriptions and account codes and then approved by the department head before any funds are issued. A receipt must accompany the petty cash slip before the transaction can be completed.
2. **Check Request:** A check request must be completed by the requisitioning department with correct coding and departmental approval before being sent to the Finance Department for processing. In order to allow sufficient processing time, a check request form should be submitted at least 5 working days prior to the date the check is to be issued. Check requests may be legibly handwritten, in ink. Check requests are normally used when the vendor refuses to accept a purchase order, as cash advances for meetings and seminars, and for subscriptions, memberships, and dues.

Hand checks are only for emergency purchases or deposit for services or items with an immediate need on a date prior to the next City Council meeting.

3. **Purchase Order:** A purchase order is a four-part form used to order or confirm an order for goods or services. It serves as the City's official order for the required goods or services, and

Administrative Instructions # 3

it provides a formalized mechanism to ensure budgetary control. A purchase order is completed with a description of what is needed, and if known, the potential source(s) of supply. After coding, preparing bid quotation forms if over \$500, and approval by the authorized management person, the order is to be routed to the Finance Department. The order is not valid unless signed by the City Manager, Assistant City Manager or Police Chief.

4. Open Purchase Order: Open purchase orders are most often used when purchasing small value supplies not maintained in the City's inventories. All open purchase orders if over \$500 require Department Head, Asst. City Manager and City Manager approval; they must expire by June 15 of the current fiscal year, include dollar limits per purchase, and include dollar limits per purchase and include an authorized employee list with signatures or means of identification.
5. Contracts: Contracts are generally utilized when purchasing a service. After a contract has been prepared by the department, three copies of the contract should be approved by the City Attorney; approved by the department head if the value is less than \$500; approved by the Asst. City Manager if the value is between \$500 and \$1,000; approved by the City Manager if the value is over \$1,000 but no greater than \$15,000; approved by the City Council if the value is over \$15,000; signed by the Mayor on behalf of the City if approved by the City Council; and signed by the contractor.

Once executed, one copy of the contract goes to the Central File, one is kept by the department and one goes to the Accounts Payable staff who has to be notified within ten (10) days of execution of contract. As the Finance Department is responsible for maintenance of purchase records, at the conclusion of the contract, the original bids, specifications and data will be forwarded, along with the request for final payment, to the Finance Department. These records will be maintained in the A/P files indefinitely or as prescribed by law. Ongoing contract administration is the responsibility of the department receiving the goods or services.

6. Federal Debarment Listing: To ensure that no purchases or contracts are granted to parties suspended or disbarred from participation in federal programs or activities, prior to purchasing goods, services or equipment for which federal funds might be used, the Federal debarment listing (Federal Excluded Parties List System) must be reviewed. The debarment listing is available online at <http://www.epls.gov/eplsearch.do>.

Section 7. Ordering Office Supplies

1. Requests for office supplies should be submitted to the Deputy City Clerk for requisitioning departments in City Hall or to the Executive Assistant to the Police Chief for Police Department two weeks before they are needed.

Administrative Instructions # 3

2. When possible, a sample of the supply should accompany the request.

Section 8. Receiving of Orders, Payment of Bills

1. When orders are received by a department, the department should check the order, noting any irregularities or damage on the invoice.
2. The invoice should be approved for payment by an authorized staff person, signed, dated, and coded when necessary with reference to the purchase order or contract number.
3. The invoice should be sent to the Accounts Payable Staff in Finance within 24 hours of receipt of the order. In the event that no invoice is included with the order, a copy should be secured from the vendor. The purchase order should be attached to the invoice.
4. When the last payment is being made under a purchase order or contract, the department should indicate "final payment" on the invoice. For all purchases, normal payment of bills is scheduled by the Finance Department upon receipt of invoice and is included in the next warrant run for City Council approval.

Section 9. Budgetary Controls

All purchases must be made within the approved budget under the following guidelines:

1. For personnel line items, the total personnel expenditure cannot exceed the budget for each department at the end of the year. All new personnel and raises are approved by the City Manager based on recommendation by the department head. All overtime is approved at the department level.
2. Operating line items are largely within the control of the department. The total operating costs must remain within budget for each department budget.
3. Capital line items have been described on the capital outlay list or capital improvement section of the budget. Any variance from that description should be discussed with the City Manager.
4. If any budget limits must be exceeded, a Budget Change Request must be submitted to the Asst. City Manager for approval by the City Manager. The City Manager has authority to transfer up to \$10,000 between line items and between funds. Any transfer or budget increase in excess of \$10,000 requires a resolution approved by the City Council.

Administrative Instructions # 3

Section 10. Special Purchases

1. Establishment of Utility Accounts: Once a department has made arrangements for a new water, refuse, electrical, gas, or phone service, the utilities application and the following information should be forwarded to the Finance Department: the account number to be charged, the date service should start, and whether the department wants Accounts Payable to okay monthly bills or the department wants to check them.
2. Subscriptions: All subscriptions should be addressed to the position of the person to receive them and not to the individual as follows:

Position or Title
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

3. All travel requests must be approved in advance by the department head. Expense advances up to 80% of the estimated cost may be authorized by the Finance Department. A City Employee Expense Statement must accompany the claim voucher for cash travel advances and should be submitted a week in advance of need. Within five (5) days of attendance at the seminar, meeting, etc., the completed travel report, with receipts, should be returned to the Finance Department.

Section 11. Acceptance of Gifts

1. All City employees are specifically prohibited from accepting, either directly or indirectly, from any person or firm doing business with the City anything that might be construed as a gift, with the exception of small advertising items such as pens, calendars, key chains, etc.
2. In order to provide for the purchase of the best quality product available, the receipt of small samples is permissible provided said samples are used solely to evaluate the product to be purchased.

Section 12. Capital Items, Inventory Control, Loss and Damage

1. All fixed assets, including land, buildings, machinery and equipment, with an original cost of \$5,000 or more, will be subject to accounting and reporting (capitalization). All items with a value of \$5,000 or more are included in a comprehensive fixed asset listing, which includes information on acquisition cost and useful life, as a means to ensure full depreciation and timely replacement. Capital items must be specified as such in the approved budget or approved during the year by the City Manager or as warranted, by the City Council.

Administrative Instructions # 3

2. The City maintains an inventory system as a means of control. Inventory control is applied to movable fixed assets and not to land, buildings or other immovable fixed assets. Fixed assets subject to inventory control will be accounted for and controlled through the same systems and procedures used to account and control for fixed assets subject to capitalization.
3. Department heads are ultimately responsible for safeguarding its fixed assets from theft or loss. However, the Finance Department recognizes and acknowledges its responsibility to establish and maintain systems and procedures that enable department heads and program managers to safeguard their assets. Items subject to inventory control are tracked by location and City identification number. A periodic physical inspection is conducted by the Finance Department to ensure that items are in possession of the assigned department.
4. All employees are responsible for the proper care and use of City equipment while in their possession. Any damage to equipment is to be reported to the employee's supervisor. The City reserves the right to recover the cost of damage to City property, including City equipment, from anyone identified as responsible for such damage, whether they be City employees or persons not affiliated with the City. If City property is damaged by persons not employed by the City, the Department involved will file a Police Report, which will be provided to the Risk Manager for possible recovery.

Section 13. Surplus/Obsolete Supplies or Capital Items

1. The Asst. City Manager may declare surplus all items with a value less than \$500. The City Manager must declare items surplus when their value is between \$500 and \$5,000. The City Council must declare surplus all items with a value greater than \$5,000.
2. These items may be transferred to other City departments; returned to the manufacturer or supplier; traded in on new equipment; advertised for sale; or sold as scrap, at auction, or by a negotiated sale.
3. All departments must report their surplus and/or obsolete stock, equipment, materials, or supplies to the Finance Department.

Section 14. Miscellaneous Definitions

1. **Emergency:** An emergency shall mean a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services.

Administrative Instructions # 3

Section 17. Canceling or Changing of Orders

1. If it is necessary to change an order, the department placing the order should notify the vendor in writing and send a copy to the Asst. City Manager.
2. If the change is to a purchase order, reducing the amount or not increasing the amount by more than 10%, then written notification is sufficient. If the change to a purchase order is greater than 10%, a new purchase order for the additional amount is necessary.
3. If the change is to a contract, either increasing or decreasing the amount by less than 10%, a change order will serve as written notification. If the change will increase the contract amount by more than 10%, then it will be necessary for the responsible department to obtain the necessary approvals (depending on the dollar amount) as the addition to the contract were a new purchase.

Administrative Instructions # 3

In the event of an emergency, the City Manager may repair or replace a public facility, take any directly related and immediate action required by that emergency and procure the necessary equipment, services, and supplies for those purposes without compliance with any bidding procedure otherwise required by law, provided that the total expenditures for such actions do not exceed one hundred thousand dollars (\$100,000) as provided in Ordinance No. 06-674.

Prior to taking any action pursuant to the above, the City Manager shall determine, based on substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids and that such action is not necessary to respond to the emergency, and shall consult with one of the city council members, if any one of them is available, in the following order of priority: the mayor, the mayor pro tem or one of the other city council members.

2. Sole-source Vendor: A sole-source vendor shall be the only vendor in the Southern California area who provides a service or item. Sole-source shall not be based on trade name descriptions but on the type of item to be purchased. When the purchase from a sole source vendor involves the potential use of state or federal funds, departments shall secure the required state/federal approvals prior to initiating the purchase. Documentation of state/federal approval must be attached to the Purchase Order when submitted for signature.

Section 15. Bidder's List

1. It shall be the responsibility of each department to maintain bidder's lists of those vendors who requested they be notified when the City goes out to bid or whose past performance has been satisfactory for each major item or service purchased by the department.

Section 16. Adherence to Purchasing Procedures

1. It is the responsibility of each department head to ensure that all their employees comply with the City's purchasing ordinance and these procedures. In the event that specific employees fail to adhere to City purchasing policies, it shall be the responsibility of the department head to initiate disciplinary action as he sees fit within the City's personnel policies.
2. In its discretion, the City Council may at any time, by majority vote, waive purchasing procedures or alter these procedures to fit a specific purchase when such waiver is not in violation of California state law.



City of Camarillo

CITY COUNCIL POLICY

Section: Procurement

Date Adopted: March 22, 1989
Last Amended: October 28, 2020

Subject: **Procurement**

Number: 4.01

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PURPOSE

To establish efficient procedures for the procurement of goods, equipment, and services at the lowest possible cost commensurate with quality needed; to exercise positive financial control over purchases; to clearly define authority for the purchasing function; and to assure the quality of purchases.

This Policy is not intended to address every issue, exception, or contingency that may arise in the course of procurement activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources, including keeping within the budget authorized by the City Council.

POLICY

The Policy contained herein was developed under the authority of Chapter 2.34 of Title 2 of the Camarillo Municipal Code. The City Manager is designated as the Purchasing Officer for the City and may delegate the administration of this Policy. The Purchasing Officer is charged with the responsibility and authority for coordinating and managing the purchase of the City's good, equipment, and services according to this Policy.

The Policy outlined herein is to be adhered to by the Purchasing Officer and all departments when purchasing goods, equipment, and services. This Policy strives to define decision making with prudent review and internal control procedures and to maintain departmental responsibility and flexibility in evaluating, selecting and purchasing goods, equipment, and services.

Pursuant to City of Camarillo Municipal Code, Title 2, Chapter 2.35, the City Council has elected to become subject to the Uniform Public Construction Cost Accounting Act (UPCCAA) as established by the California Uniform Construction Cost Accounting Commission for Public Projects as defined on page 21. Procurement bidding procedures and all dollar amounts of Public Project contracts are subject to the regulations contained in the UPCCAA under Section 22000, et seq. of the California Public Contract Code and not by this Procurement Policy.

A. Ethical Standards

The City strictly adheres to the laws and regulations of the Fair Political Practices Commission (FPPC) that apply to purchasing, all of which are available at <http://www.fppc.ca.gov/>. Additionally, the City is sensitive to what constitutes unethical purchasing behavior and what, while legal, constitutes the appearance of unethical behavior. Employees are expected to give primary consideration to the interests of the City, which means seeking to obtain the maximum value for each dollar expended, while remaining fair and impartial. City employees must not make any attempt to realize personal gain directly or indirectly through a purchase or service provided to the City.

In addition, this policy specifically prohibits practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and specifically prohibits government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100 of the Government Code.

B. Procurement Manual

Pursuant to this Procurement Policy, the Purchasing Officer will approve and implement a manual of purchasing procedures.

C. Responsibilities of the Purchasing Officer

The Purchasing Officer is charged with the responsibility and authority for coordinating and managing the purchase of the City's goods, equipment, and services according to this Policy.

The Purchasing Officer is responsible for 1) the purchase of general goods, equipment, and services; 2) the administration of the Procurement Policy; and 3) the management of surplus City property. To perform these functions efficiently and assist departments, the Purchasing Officer will:

1. Be charged with the responsibility and authority for coordinating and managing the purchase of the City's general goods, equipment, and services from the lowest responsive and responsible bidder when required by this Policy.
2. Ensure full and open competition on all purchases as required by this Policy.
3. Identify, evaluate, and utilize purchasing methods which best meet the needs of the City (i.e., cooperative and/or piggyback purchases/agreements, blanket purchase orders, contractual agreements, etc.).
4. Assist all departments with research and recommendations in developing specifications; review specifications for completeness of information to ensure specifications are not unnecessarily restrictive.
5. Recommend revisions to Procurement Policy and procurement manual when necessary and keep informed of current developments in the field of public purchasing.
6. Provide and maintain all forms and records necessary for the efficient operation of the purchasing function.
7. Act as the City's agent in the transfer and disposal of surplus equipment and materials.
8. Make purchase award recommendations to the appropriate authority.

D. Responsibilities of Departments

Departments are charged with the following responsibilities in the purchasing process:

1. To submit to the Purchasing Division at the beginning of each fiscal year, or upon personnel changes, an updated authorized signature list designating those individuals who are delegated the authority to make purchases per this Policy.
2. To submit to the Purchasing Officer, at the beginning of each fiscal year, a list of vendors currently under contract by the department, setting forth the name of vendors, type of services, cost of contracts, length of contracts and date entered into, and the number of years retained by the City.
3. To anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices.
4. To coordinate vendor relations, locate sources of supply, and evaluate vendor performance.

5. To communicate and coordinate purchases of products with the Purchasing Officer, as necessary.
6. To provide detailed, accurate specifications to ensure goods, equipment, and services obtained are consistent with requirements and expectations.
7. To prepare requisitions in accordance with instructions as provided in the Procurement Manual.
8. To inform the Purchasing Division of any vendor relations problems, shipping problems, (i.e., damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situation which could affect the purchasing function.
9. To minimize sole source purchases and to provide written documentation when such purchases may be necessary.
10. To review all bids received for compliance with specifications and provide the Purchasing Division with written documentation supporting the award of contract or purchase order.
11. To notify vendors of purchase award when authorized by the Purchasing Officer.
12. To not "split" orders for the purpose of avoiding purchasing requirements.
13. To consider the use of recycled products when practical and economically feasible.
14. To coordinate volume bids of repetitive requirements (i.e., the frequent purchase of items such as chemicals, paper goods, etc., which annually exceed the authorized purchasing thresholds) and consultant contracts that can be used among multiple departments.
15. To ensure that vendors are in compliance with the City's Risk Management Policy, 5.01, and, when applicable, have an active business tax certificate.

E. Vendor Relations

It is to the City's advantage to promote and maintain good relationships with its vendors. The Purchasing Division and operating department staff shall conduct their dealings with vendors in a professional manner and shall promote equal opportunity and demonstrate fairness, integrity, and courtesy in all vendor relations.

When feasible to do so, vendors within the City of Camarillo should be utilized for goods, equipment, and services.

F. Unauthorized Purchases

Except in the case of an emergency or an urgency, no purchase of goods, equipment, and services shall be made without a previously authorized purchase order or contract as required by this policy. Otherwise:

1. Such purchases are void and not considered an obligation of the City.
2. Invoices without an authorized purchase order may be returned to the department or vendor unpaid.
3. The person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract and subject to disciplinary action and/or termination.

G. Purchasing Thresholds

The following purchasing dollar limits apply per vendor per fiscal year except for Public Projects:

1. Purchases up to \$5,000: The authority to award is the Department Director. Comparative pricing is not required but must be used when practical. Prudent judgment must be used at all times. All departments may purchase goods, equipment, and services of up to \$5,000 without competitive bidding.
2. Purchases over \$5,000 and up to \$30,000: The authority to award is the Purchasing Officer. The informal bid process is described in Section J2. All departments must endeavor to obtain three written bids except for the provisions under Section H.4 through H.9.
3. Purchases over \$30,000: The authority to award is the City Council through a Formal Bid Process. The formal bid process is described in Section J3.

H. Purchasing Methods

Prior to beginning work, vendors must have, and maintain, certain types of insurance coverage appropriate for the services to be performed.

1. Purchase Orders

A Purchase Order is issued to a vendor to authorize purchases of goods, equipment, and services.

The purpose of a Purchase Order is to:

- a. Ensure compliance with this Procurement Policy.

- b. Encumber funds when an unencumbered appropriation exists in the fund.

The Procurement Policy allows for exemptions from Purchase Order requirements and examples of such exemptions include acquiring land, utility payments, payments to other governmental agencies, and debt service payments. A list of exemptions is outlined in the Procurement Manual.

Purchasing thresholds referenced in Section G of this Policy, apply to Purchase Orders.

2. Blanket Purchase Orders

A Blanket Purchase Order is an agreement whereby the City contracts with a vendor to provide goods, equipment, and services on an as needed and often over-the-counter basis. Blanket Purchase Orders provide a mechanism whereby items which are uneconomical to stock may be purchased in a manner that allows field operations timely access to necessary materials.

The Purchasing Division shall review Blanket Purchase Order requests based upon the following criteria:

- a. Geographic location
- b. Responsiveness and capabilities
- c. Average dollar value and type of items to be purchased
- d. Frequency of need

Once a Blanket Purchase Order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the Blanket Purchase Order.

Purchasing thresholds referenced in Section G of this Policy, apply to Blanket Purchase Orders.

3. Contracts

Contracts should be prepared for purchases of goods, equipment, and services as stated in the Procurement Manual.

Contract templates are established and updated by the City Attorney's Office. A list of contract templates is outlined in the Procurement Manual.

All City contracts must be prepared on City contract templates unless approved by the City Attorney.

4. Contract Amendments

After contract award, amendments may need to reflect changes in the scope of goods or services, not-to-exceed amount, and/or terms.

Contracts that were originally approved by the Department Director and/or Purchasing Officer, must be amended by the same authority as long as they do not exceed the authority's award limit. Contracts that were originally approved by City Council can only be amended by City Council unless amendment authority is delegated by City Council to the Purchasing Officer for the authorized spending amount.

All City contract amendments must be prepared on City contract templates unless approved by the City Attorney.

Purchasing thresholds referenced in Section G of this Policy, apply to Contract Amendments cumulative of all prior amendments.

5. Cooperative Purchasing

The Purchasing Officer may participate in a collective bidding process established by other governmental agencies. If the City takes the lead or otherwise has input on the bidding methods, the City's standard bidding requirements apply; otherwise the City's bidding requirements do not apply. In any case, a City purchase order or contract is required.

Purchasing thresholds referenced in Section G of this Policy, apply to cooperative purchasing.

6. Piggybacking

The Purchasing Officer may utilize an existing purchase order or contract between another governmental agency and a vendor to purchase the same goods (including information technology systems, licenses, software and related technical support) as those listed in that contract. There are four requirements to piggyback:

- a. The other jurisdiction's purchase order or contract must have been established following a competitive bid process in which the jurisdiction selected the lowest bidder;
- b. The term of the City's contract or purchase order must expire before or on the expiration listed in the other jurisdiction's contract and/or purchase order;
- c. The scope of services for a trade service or the specifications of goods must be the same as that which is specified in the other jurisdiction's contract and/or purchase order without any substantial modifications; and

- d. The cost of goods, equipment, and services must be the same as the costs listed in the order jurisdiction's purchase order and/or contract.

To piggyback, the City needs information regarding the other jurisdiction's bid process and its contract document. If the award calculation included a local preference and was awarded to their local vendor, the bid cannot be used. If piggybacking is used, the City's standard bidding requirements do not apply; however, a City purchase order and/or contract is still required.

Piggybacking is not allowed for public works projects or professional contracts.

Purchasing thresholds referenced in Section G of this Policy, apply to piggybacking.

7. Sole Source Purchases

Unique goods, equipment, and services that can be obtained from only one vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing City products are exempt from the competitive bidding requirement and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer. Proprietary items are those held under exclusive title, trademark, or copyright by a private person or company. A proprietary distributorship would also apply.

Specifications which lead to sole source purchases must be avoided whenever possible as they minimize or eliminate competition, unless warranted by the circumstances in the preceding paragraph.

Use of brand names in specifications must be for the purpose of describing the standard of quality, performance, and characteristics the City desires and not be intended to limit or restrict competition.

All sole source purchases must include written documentation supporting the determination of a sole source, signed by the Department Director and submitted to the Purchasing Division.

Purchasing thresholds referenced in Section G of this Policy, apply to sole source purchases.

8. Urgency Purchases

Urgency purchases may be made without competitive bidding when time is of the essence, and must be made only for the following reasons:

- a. To preserve or protect life, health or property; or

- b. Upon natural disaster; or
- c. To forestall a shutdown of essential public services; or
- d. For reasons as determined by the Purchasing Officer.

Since urgency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber funds, sound judgment shall be used in keeping such purchases to an absolute minimum.

The City Council delegates authority to the Purchasing Officer to authorize an urgency purchase. Anytime the value of urgency purchases exceeds \$30,000 in the aggregate for a single urgency purchase, City Council ratification is required within 30 days of purchase.

9. Task Orders

A task order is issued based on an approved On-Call Contract for a specified not-to-exceed amount. After entering into an On-Call Contract, task orders can be issued for individual projects with a detailed scope of work.

I. Professional Services

When contracting for professional services (at fair and reasonable price including but not limited to those services listed in Government Code Section 4526), management, general or special services contracts should only be awarded to consultants who have demonstrated “adequate competence” meaning: an adequate level of experience, competence training, credentials, character, integrity, reputation, financial responsibility, resources, equipment, staffing, and other professional qualifications necessary for more than a satisfactory performance of the services required in the time period needed and price.

The information needed to determine that level of competence, other qualifications, and the procedures for selecting such services will be determined by the City department responsible for recommending the professional service agreement.

The acquiring of professional services will be procured through a negotiated agreement following a Request for Qualification (RFQ) and/or Request for Proposal (RFP) process. The RFQ and/or RFP must put prospective applicants on notice as to whether they are required to file Conflict of Interest Statements in accordance with Fair Political Practice rules. Consultants/contractors who assist in drafting specifications, and/or who design a project, are prohibited from bidding on the construction project.

Selection of Consultants for Professional Services for Continuing Services

Professional consultants providing engineering, land surveying, environmental, landscape architecture, or other similar services may be retained on a continuing basis to provide professional services. The Department Director, with the approval of the Purchasing Officer, may contract on a project-by-project or on a retainer basis for additional work/services without going through the RFQ and/or RFP and selection process. At least every three (3) to five (5) years, these arrangements must be reviewed, and every effort must be made to receive proposals from at least three (3) consultants to perform the same services. This is to ensure the City is receiving the best value for, and performance level of, services contracted.

Conflict of Interest

Consultants must comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Consultants must not be engaged if a conflict of interest exists. Contracts for services must include requirements, if any, on conflict of interest reporting.

Purchasing thresholds referenced in Section G of this Policy, apply to professional services.

Exclusions

1. Environmental Review - The process of selecting California Environmental Quality Act (CEQA) and special report consultants for non-City projects will be conducted by the Director of Community Development due to time constraints and applications processing requirements. The final consultant selection and fee will be reviewed and approved by the Purchasing Officer.
2. Debt Issuance - City Council must also review and approve each debt issue in concept. Approval for the selection of certain professional consultants, as needed, will be selected by the Director of Finance as approved by the Purchasing Officer.

J. Bidding

Except as otherwise exempted in the policy, purchases of goods, equipment, and services must be made as follows:

1. No Bid Required – A department may purchase directly for goods, equipment, and services of a value up to \$5,000. Departments must exercise reasonable prudence in seeking price quotes when purchasing such items. Bid splitting to circumvent the bidding process is prohibited.
2. Informal Bid Purchases – Purchases of goods, equipment, and services with an estimated value of over \$5,000 and up to \$30,000.

Informal Bid Process

- a. The responsible department must prepare a written scope of work and/or a written product specification describing the minimum requirements of the purchase.
 - b. Requests for bids may either be posted at City Hall, published on the City's website, mailed or e-mailed, or solicited over the phone to prospective bidders a minimum of ten (10) calendar days before the due date.
 - c. The department must endeavor to obtain at least three written bids. The bids may be made by mail, email or fax. Further negotiation with a vendor to negotiate a lower price based on the bids received from other vendors is prohibited.
 - d. In the event no satisfactory bids are received, the department has the option of any of the following:
 - i. Abandon the purchase;
 - ii. Rebid the purchase; or
 - iii. Request Purchasing Office approval to obtain the purchase on a negotiated contract.
 - e. Award of Contract: Contracts for goods, equipment, and services will be approved by Purchasing Officer to the lowest responsive and responsible bidder.
3. Formal Bid Purchases – Purchases of goods, equipment, and services with an estimated value of over \$30,000.

Formal Bid Process

- a. Bid Authorization: City Council must authorize staff to solicit formal bids.
- b. Notice Inviting Bids (NIB): The responsible department must include a general description of the goods, equipment, and services to be purchased or required, describe any performances or bid security required, and the time and place for the opening of bids.
- c. Bid Security: When applicable, the bidder's security will be prescribed in the NIB in an amount equal to ten percent (10%) of the bid amount. The bid security will be returned to unsuccessful bidders within sixty (60) days of the date of the award.

- d. Performance Bonds: The City may require a performance bond in such amount as it reasonably finds to protect the public interest. When applicable, the form and amount of the bonds will be described in the NIB.
 - e. Published Notices: The NIB must be posted on the City's website and published at least once in a newspaper of general circulation (required for public projects only); and, if applicable, in appropriate trade publications. The date of publication must be at least fourteen (14) calendar days before the due date.
 - f. Bid Opening Procedure: All formal bids must be sealed and will be publicly opened and read at the date, time, and place indicated in the published notice. Sealed bids must be submitted to the City Clerk's Department and identified as to bidder, project, and "Bid" on the envelope. A written record and tabulation will be made at the time all bids received are opened.
 - g. Award of Contracts: If awarded, contracts will be awarded by the City Council to the lowest responsive and responsible bidder.
- 4. Bid Splitting - Purchases, contracts, public works contracts, work orders and projects must not knowingly be split into single transactions or smaller segments for the purpose of circumventing the competitive formal or informal bidding process. Bid splitting is a form of unauthorized purchasing under Section F.
 - 5. Rejection of Bids – The Purchasing Officer or the requesting department may recommend rejection of any or all bids if it is determined to be in the best interest of the City. Reasons for rejection may include, but are not limited to, the following: a bid is determined to be non-responsive; the number of bids received is inadequate; bids received are not reasonably uniform in price, or the lowest bid received is deemed to be too high. The Purchasing Officer may, in any given case, reject all informal bids and the City Council may, in any given case, reject all formal bids.
 - 6. Tie Bids – If two or more quotes/bids are received for the same total amount or unit price, quality and service being equal, then the department may accept the lower quotes/bids obtained through negotiation with the vendors submitting the tie quotes/bids.
 - 7. Bid Protest – Any party that submitted a bid for the Project may file a protest regarding the purchasing decision authorized.
 - a. Notice of Decision: After a decision regarding a bid award has been made, the department will post notice of intended award on the City website. If a bidder is rejected because the bid is found non-responsive or because the bidder is deemed not responsible, the

City will give written notice to said bidder of evidence reflecting such decision.

- b. Time to File Protest: All protests must be submitted to the Office of the City Clerk by email or facsimile transmission within five (5) business days from the date on the notice of intended award.
 - c. Form of Protest: All protests must be in writing, state the factual basis for the protest, state the facts relevant to the protest, and all evidentiary support to rebut adverse evidence that it or another bidder was either non-responsive or not responsible. All protests have to be filed in accordance with the instructions contained in the solicitation which is the subject of the protest.
 - d. Protest Review: The Department Director will review all timely protests and recommend that the Purchasing Officer, or City Council if a formal bid, either reject the protest and award to the lowest responsible and responsive bidder, or accept the protest and award the bid to the next lowest responsible and responsive bidder.
 - e. Hearing on Protest: A hearing will be set within a reasonable time to provide a decision before final approval of the selected low bid.
 - f. Appeal of Purchasing Officer's Decision to City Council: Such appeals must be in writing and must be filed with the City Clerk within five (5) business days from the date of the Purchasing Officer's decision.
 - g. Failure to Timely Appeal: A bidder who fails to file a protest within the times set forth in this section waives any right to protest the issue further. No appeal of any decision to award a bid may occur once the contract has been awarded.
8. Exemptions from Bidding – The following are exempted from obtaining competitive bids:
- a. Legal Services
 - i. Anything relating to existing or threatened litigation
 - ii. Anything that protects attorney-client privileged records or discussion
 - b. Anything relating to a confidential on-going investigation and other confidential police business
 - c. Advertising (airtime/newspaper/magazine ad space, not advertising agencies or design services)

- d. Public Projects under UPCCAA
- e. Government printed publications
- f. Subscriptions to publications
- g. Common carrier shipments
- h. Travel payments made directly to hotels, motels, airlines or for other transportation
- i. Insurance and claim settlements
- j. Legal brief printing and transcription
- k. Membership to professional organizations
- l. Credit card payments to a bank
- m. Contracts with other governmental entities
- n. Permit fees including, but not limited to, those to another governmental agency for operation of a City utility
- o. Events sponsorship
- p. Postage and United States Postal Service post office box fees (not private mail companies)
- q. Real property purchases, escrow fees and lease payments
- r. Utilities including but not limited to payments for electricity or gas
- s. Voting materials
- t. Debt services

K. Information Technology Purchases

The City recognizes that purchasing information technology on the basis of lowest purchase price alone may not always serve the best interests of the City. Therefore, to ensure hardware requirements and software compatibility, all such purchases must be reviewed by the Information Systems Division prior to purchase.

L. Uniform Guidance Federal Procurement Standards

The City is to conform purchases made with Federal funds in accordance with applicable Federal laws and standards identified in the Uniform Guidance,

Procurement Standards (2 CFR 200.318-326) including but not limited to, excerpts summarized below.

Where thresholds differ between City and Federal procurement policies, City employees utilizing Federal grants will follow the most restrictive rule.

1. General Procurements Standards

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employees or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. Any City employee, officer, or agent that violates such standards shall be subject to disciplinary action per the City's Personnel Rules.

Purchases must be necessary and limit waste of government spending by avoiding acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurement to obtain a more economical purchase. Federal excess and surplus property shall be considered in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. The City shall maintain records sufficient to detail the history of procurement, such as rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.

2. Competition

Procurement procedures must be documented and conducted in a manner that provides full and open competition. Geographical preferences are prohibited, unless mandated by Federal statute or state license.

3. Methods of Procurement

In addition to the City's Procurement Policy approval limits, one of the following procurement methods should be used (threshold amounts are subject to change by the Federal Acquisition Regulation and the City will follow the most current limitation):

- a. Micro-purchase: Purchase without soliciting competitive quotes if reasonable, if the aggregate dollar amount does not exceed the micro-purchase threshold (2 CFR 200.67).

- b. Small Purchase: Simplified Acquisition with price or rate quotes obtained from an adequate number of qualified sources, if the aggregate dollar amount does not exceed the small purchase threshold (2 CFR 200.88).
- c. Sealed Bid: Amounts greater than Small Purchase with formal advertising awarded to lowest responsible bidder. This method is primarily for construction contracts and a cost and price analysis must be performed.
- d. Competitive Proposal: Amounts greater than Small Purchase when Sealed Bid is not appropriate. Proposals can either be fixed-price or cost-reimbursement and a cost and price analysis must be performed.
- e. Noncompetitive Proposal: Amounts great than Micro-purchase with justification documented and requirements met. This category applies to procurement where the item is only available from a single source, or when there is a public emergency. Sole Source procurements require approval from the Federal or pass-through funding source.

All five (5) procurement types must comply with the Procurement Standards which can be summarized generally as follows: (1) the purchase complies with the non-Federal entity's documented procedures in place, (2) purchases are necessary, (3) open competition (to the extent require by each method), (4) conflict of interest policy, and (5) proper documentation for the purchases.

4. Contracting with Small/Minority and Women's Business Enterprises

All necessary affirmative steps should be taken to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing procurement specifications, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

5. Contracts Cost and Price

A cost analysis should be performed and documented with every procurement and contract modification over the Simplified Acquisition Threshold. The cost plus a percentage of cost and percentage of construction cost methods of contracting is not to be used and the City is to make independent estimates before receiving bids or proposals.

6. Federal Awarding Agency or Pass-Through Entity Review

The City must make available, upon request of the Federal awarding agency or pass-through entity, technical specification on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure compliance with the procurement standards. The City may be exempt from procurement review if compliance determination or self-certification is relied upon.

7. Bonding Requirements

Bid guarantees, performance bonds, and payment bonds may be required for construction/facility improvement contracts/subcontracts exceeding the Simplified Acquisition Threshold to ensure that the Federal interest in the procurement is adequately protected.

8. Contracted Provisions

The City's contracts are to contain the provisions in the Office of Management and Budget (OMB) Federal Regulations Appendix II to Title 2, Subtitle A, Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

M. Surplus Property

Refer to Policy 3.17, Surplus Property.

N. Credit Card

Refer to Policy 4.02, Credit Card Usage.

O. Definitions

1. Agreement. A written understanding or arrangement between two or more parties. Also see “*Contract*” and “*Purchase Order*”.
2. Addendum. A document issued during the bid period to clarify, modify or support the plans, specification, and other bid document terms.
3. Appropriation. City Council authorization to expend public funds for a specific purpose.
4. As Is. A term indicating that goods offered for sale in existing condition are without *Warranty* or *Guarantee*.
5. Award. The acceptance of a *Bid* or *Proposal*.
6. Bid. The executed document submitted by a *Bidder* in response to a *Notice Inviting Bids (NIB)*, *Request for Proposals*, or a *Requests for Qualifications*.
7. Bidder. A person or legal entity who submits a bid in response to a solicitation. Proposer. See *Bid* or *Proposal*.
8. Blanket Purchase Order. An *Agreement* of no more than one year between the City and a *Vendor* allowing authorized City employees to charge repetitive *Purchases* of goods, equipment, and services on an as-needed basis at pre-arranged prices, dollar limits and/or other terms and conditions.
9. Brand Name. A trade name which serves to identify a product or particular manufacturer.
10. Change Order. A contract amendment to a Public Works construction contract.
11. City. *City* shall mean the City of Camarillo, the Camarillo Sanitary District, The Camarillo Development Commission, the Camarillo Capital Improvement Corporation, the Camarillo Industrial Development Authority, and other such districts, authorities, or agencies as may be governed by the members of the City of Camarillo *City Council*.
12. City Attorney. Shall mean and include the *City Attorney* of the City of Camarillo, the District Counsel of the Camarillo Sanitary District, and Legal Counsel to the Camarillo Capital Improvement Corporation, the Camarillo Development Commission, and the Camarillo Industrial Development Authority.
13. City Council. Shall mean and include the *City Council* of the City of Camarillo and the Board of Directors of the Camarillo Sanitary District, the

Camarillo Capital Improvement Corporation, the Camarillo Development Commission, and the Camarillo Industrial Development Authority. It shall also mean the governing boards of such other districts, authorities, or agencies as may be governed by the *City Council* of the City of Camarillo.

14. City Manager. Shall mean and include the *City Manager* of the City of Camarillo, the District Manager of the Camarillo Sanitary District, the President of the Camarillo Capital Improvement Corporation, and the Executive Director of the Camarillo Development Commission.
15. Competitive Bidding. The submission of prices by vendors competing for a *Contract*, privilege, or right to goods, equipment, or services.
16. Contract. A written, legally binding mutual agreement between two parties, e.g., an accepted *Purchase Order* or fully executed agreement for the purchase of goods, equipment, and services stating the expectations of both parties such as term, cost, scope of work, insurance requirements, and labor code, and prevailing wage requirements.
17. Contract Amendment. Written modification or addition to a *Purchase Order* or *Contract/Agreement* authorized by the appropriate authority, except for construction contracts (see *Change Order*).
18. Discount. An allowance or deduction from a normal or list price extended by a seller to a buyer to make the unit price more competitive.
19. Dispose of. To transfer or part with, to sell; get rid of; to throw out.
20. Emergency Purchase. An emergency purchase requires declaration of emergency and City Council action as noted in PCC Section 22050. City may perform work in accordance with PCC Section 22035.
21. Encumbrance. Committing budgeted funds prior to receiving goods, equipment, and services; funds are shown as an encumbrance until goods, equipment, and services are received, at which time funds are actually expended.
22. Equipment. Personal property necessary to conduct the City's business, including, but not limited to furnishings, machinery, vehicles, rolling stock, and other property used to conduct the City's business.
23. Formal Bid. A *Bid* which must be submitted in a sealed envelope and in conformance with a prescribed format, to be opened and announced at a specified time at a public opening.
24. General Services. Services such as custodial, uniform cleaning, maintenance, and other services for which the performance of such activities do not require any unique skill, special background or training.

25. Goods. Office *supplies*, custodial *supplies*, materials, goods, tools, or other commodities used in the general conduct of the *City's* business, except *supplies* or materials for a *Public Project* which is regulated under the *Public Contract Code* section 20160, et seq.
26. Guarantee. A pledge or assurance that something is as represented and will be replaced or repaired if it fails to meet the stated *Specifications*.
27. Informal Bid. Written *Quotations* for goods, equipment, and services which, pursuant to this Policy, are not required to meet the formal bidding requirements. *Informal Bids* include unsealed written quotes, quotes received via fax, or quotes received via email.
28. Lowest (Responsive and) Responsible Bidder. The *Bidder* submitting the lowest price and capable of performing the proposed *Contract*. See also "*Responsive Bidder*" and "*Responsible Bidder*".
29. Non-Responsive Bid. A *Bid* that does not conform to the essential requirements of the *Notice Inviting Bids*. Non-Conforming *Bid*. Unresponsive *Bid*.
30. Notice Inviting Bids (NIB). A formal notice, posted on the City's website, or published in the newspaper (required for public projects only) or elsewhere or sent directly to potential *Bidders*, notifying them that the City is accepting bids for a specific purpose.
31. On-Call Contracts. Contracts without a specific project scope of work, but rather categorized around general types of anticipated work or trades. When a specific scope of work is identified, task orders are authorized based on either a not-to-exceed time and materials basis or on a negotiated lump sum amount, using the unit priced bid by the contracts. The contracts are typically on an annual or multi-year basis.
32. Procurement. The act of obtaining or buying goods or services.
33. Professional Services. Any work performed by an auditor, attorney, doctor, architect, engineer, land surveyor, construction project manager, appraiser, expert, or consultant.
34. Proposal. The executed document submitted by an offeror or in response to a *Request for Proposals* (and the basis for subsequent negotiation).
35. Public Contract Code. Shall mean the *Public Contract Code* of the State of California.
36. Public Project (definition is from State of California Public Contract Code). "Public project" means any of the following:

(1) Construction, reconstruction, erection, alternation, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

(2) Painting or repainting of any publicly owned, leased, or operated facility.

(3) In the case of a publicly owned utility system, “public project” shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

“Public project” does not include maintenance work. For purposes of this section, “maintenance work” includes all of the following:

(1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

(2) Minor repainting.

(3) Resurfacing of streets and highways at less than one inch.

(4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

(5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

“Facility” means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.

37. Purchase. Renting, leasing, purchasing, licensing, or a trade of *goods, equipment, and services*.

38. Purchase Order. A *Purchaser’s* document to formalize a *Purchase* transaction with a *Vendor*. Acceptance of a *Purchase Order* constitutes a *Contract*; a *Purchaser’s* written offer to a supplier stating all terms and conditions of a proposed transaction.

39. Purchasing Division. The division and/or department within the organization to which the purchasing function has been delegated by the *Purchasing Officer*.

40. Purchasing Officer. The *City Manager* or his/her designated representative.

41. Qualified Bidder. A “qualified” bidder, is a bidder that demonstrates the following characteristics:
- (1) can provide product quality, fitness, and capacity for the required usage.
 - (2) has the ability, capacity, and skill to perform the contract or provide the service required.
 - (3) has demonstrated character, integrity, reputation, judgment, experience, and efficiency, particularly with reference to past purchases by the City or other public agencies.
 - (4) has the ability to perform within the time required.
 - (5) has shown quality of performance and/or of products provided in previous contracts or services with the City or other public agencies.
 - (6) Note: Previous documented incidents of unsatisfactory performance and/or unsatisfactory delivery, materials, or services may also result in a determination of unqualified.
42. Quotation. A *Bid*. A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective *Purchaser*, usually for *Purchases* below the amount requiring *Formal Bidding*.
43. Request for Proposal (RFP). All documents, whether attached or incorporated by reference, utilized for soliciting competitive cost *Proposals* including *scope of work*.
44. Request for Qualifications (RFQ). Documents prepared to solicit the qualification of professionals. An RFQ does not request prices and must be evaluated solely on the basis of experience and qualifications.
45. Responsible Bidder. A person who has the capability in all respects to perform in full the *Contract* requirements, and the integrity and reliability which will assure good faith performance.
46. Responsive Bidder. (1) A person who has submitted a *Bid* which conforms in all material respects to the Notice Inviting *Bids* (NIB) or (2) one whose *Bid* conforms in all material respects to the terms and conditions, *Specifications* and other requirements of the NIB.
47. Sealed Bid. A *Bid* which has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of all *Bids*; required on *Formal Bids*.

48. Sole Source. A determination that there is only one reasonably known capable supplier due to the unique nature of the requirements, the supplier, or market conditions for the goods, equipment, and services.
49. Specifications. A description of what the *Purchaser* seeks to buy or accomplish, and consequently, what a *Bidder* must be responsive to in order to be considered for *Award* of a *Contract*. A *Specification* may be a description of the physical or functional characteristics, or the nature of goods, equipment, and services. It may include a description of any requirements for inspecting, testing, or preparing goods, equipment, and services for delivery.
50. Split. To divide a *Purchase* into two or more parts in order to avoid the requirements of the Procurement Policy. This action is prohibited by the Policy.

Example:

Split: If a department knows it will use \$31,000 of a particular supply in one fiscal year and they place two orders six months apart to keep each order below the \$30,000 limit, the action is considered *Splitting* and is not allowed under the Policy.

Not Split: If a department hires ABC Engineering to prepare a fee study for \$8,000 and also hires the same company to oversee a capital improvement project for \$9,000, the action is not considered *Splitting*.

51. Surplus Property. Any City property that is no longer needed or usable by the holding department. Refer to Policy 3.17, Surplus Property.
52. Urgency Purchase. An urgency purchase does not require a declaration of emergency but must only be made to preserve or protect life, health or property, or upon natural disaster, or to forestall a shutdown of essential public services, or for reasons as determined by the Purchasing Officer.
53. Vendor. A supplier of goods, equipment, and services.
54. Warranty. The representation that something is true. Not to be confused with "*Guarantee*". A representation of utility, condition, and durability made by a *Bidder* or offeror for a product offered.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.B
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: SAMANTHA CREW, MANAGEMENT ANALYST

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: RECEIVE AND FILE A PRESENTATION ON THE STATUS OF EMERGENCY GENERATOR USE WITHIN CITY LIMITS, DUE TO THE RECENT UTILITY SHUT OFFS

DATE: February 24, 2025

BACKGROUND:

In the City's de-energized areas, generators have become essential for residents to remain in their homes. Recently, City Staff were made aware of concerns regarding the noise levels of these generators. Currently, there are no City ordinances addressing this issue.

On Thursday, September 12, Southern California Gas Company (SCG) informed 40 Rolling Hills residents of an impending service shutoff, followed by Southern California Edison's (SCE) announcement the next day, September 13, of an indefinite power outage affecting 51 homes. Both actions were prompted by ongoing land movement concerns on the Palos Verdes Peninsula, leaving residents urgently seeking alternative power sources.

The City's Municipal Code allows for the installation/construction of certain improvements under the Temporary Use Permit Chapter (17.48), Section 17.48.040 lists Allowed Temporary Uses. Subsection (C) in Chapter 17.48 expands this list: Similar Temporary Uses. Similar Temporary Uses which, in the opinion of the review authority, are compatible with the zoning district and surrounding land uses. In addition, Section 17.48.020 (B) explains that emergency public health and safety activities are exempt from the requirements for a temporary use permit and other City approval. The City implemented streamlined permitting procedures at both the City and County levels to facilitate the installation of alternative power solutions.

At the January 13, 2025, City Council meeting, staff sought guidance on how to address concerns about excessive generator noise. The subsequent questions were proposed:

1. Maintain the Status Quo: The City can choose not to adopt any specific noise ordinance or regulation at this time.
2. Adopt a Noise Ordinance: The City could adopt a traditional noise ordinance applicable

to all noise in the City based on metric(s) that best effectuate the City's desired goals.

3. Establish Time Frames for Mechanical Equipment Noise: The City could implement a policy setting allowable time frames for generator use and other audible mechanical equipment (e.g., pool pumps, older air conditioning units).

The City Council agreed that imposing additional hardships on affected residents is undesirable. Staff were directed to survey residents utilizing alternative power sources and gather data on their progress and determine their current status. The day following the January 13 City Council meeting, SCE announced plans to restore power to de-energized Rolling Hills residents whose properties passed structural and electrical inspections and who provided homeowner consent. SoCal Gas are still exploring solutions but have not yet announced any plans for service reconnection. Following this evening's discussion, staff will proceed according to the City Council's direction.

DISCUSSION:

As a result of SCE's announcement to restore power to de-energized Rolling Hills residents, the City may experience a reduction in generator use. This raises the question of whether action is necessary at this time. Staff are actively working with SCE, LA County Fire Department, LA County Building and Safety, Willdan, the Rolling Hills Community Association (RHCA) to facilitate a seamless transition for re-energization. Below are the figures for affected residents who experienced utility shut offs (electrical and gas) in the fall of 2024.

SCE shut offs - 51

SoCal Gas shut offs - 40

Impacted addresses - 56 total (some vacant lots included)

First wave of re-energization in October of 2024 - 10 properties restored

Staff contacted most of the impacted residents to assess the resources they had secured during the outage. The following figures offer insight into the community's efforts to obtain alternative power sources amid ongoing utility disruptions.

Permits:

Generators - 16

Propane - 18

Solar -28

On January 13, The City Council aimed to find a balance between allowing residents to maintain essential power sources and minimizing disturbances to the surrounding neighborhood. The Council inquired about potential methods to reduce generator noise levels. Reducing the noise of a generator can be achieved through several methods, including:

Building a Sound Barrier

- Erect a temporary or permanent sound barrier using materials like plywood, cement boards, mass-loaded vinyl, acoustic foam or hay bales to deflect sound. Build natural barriers like walls, fences, or bushes and consider the material and height of the barrier play a significant role in its effectiveness. Piling sandbags is an alternative DIY soundproofing method when keeping in mind the minimum clearance from the unit.

Install a Muffler or Silencer

- Upgrade the generator's stock muffler with a high-quality aftermarket muffler designed to reduce exhaust noise.

Use Anti-Vibration Mounts

- Place the generator on rubber feet or vibration-dampening pads to minimize vibrations that contribute to noise.

Direct the Exhaust Away

- Position the exhaust pipe so that noise is directed away from living areas or use an extension to redirect sound.

Perform Regular Maintenance

- Keeping the generator well-maintained (changing oil, cleaning air filters, and tightening loose components) can prevent excessive noise caused by mechanical issues.

Use a Quiet Generator

- Consider investing in an inverter generator, which typically operates at lower noise levels than conventional generators

Various factors that can amplify the noise of a generator include:

- Topography, including canyons.
- Echo from nearby buildings.
- Atmospheric conditions.
- A generator's installation on a resonant surface such as wood decking.

Safety:

Before installing a backup generator that will be connected to your home or business electrical system, you must inform SCE of the generator location by completing and submitting an online application for interconnection to SCE, according to California Health and Safety Code Section 119085 (b). Attaching a generator to a residence will push power into any wires connected to a house, including the wires fixed to your meter. This is called "backfeed" and creates a dangerous situation. Any electrical workers performing work on a line with backfeed will not know there is power in the line and could be injured or lose their lives. If a line with backfeed breaks and falls to the ground, it could also start fires or electrocute anyone that comes near the line.

Medical Conditions and Energy Needs:

Residents who have special energy needs due to qualifying medical conditions, include those who are paraplegic, hemiplegic, or quadriplegic conditions, multiple sclerosis with special heating and/or cooling needs, scleroderma with special heating needs, life-threatening illness, compromised immune system, or other condition that requires special heating and/or cooling, asthma and/or sleep apnea, motorized wheelchair/scooter, IPPB or CPAP machines, respirator (all types), hemodialysis machine, iron lungs, dialysis machine, nebulizer.

Conclusion:

The City Council may explore various approaches to address the issue of generator noise affecting residents:

1. Maintain the Current Approach: Opt not to implement any new noise ordinances or regulations at this time, thereby preserving the existing conditions.
2. Implement a Comprehensive Noise Ordinance: Introduce a noise ordinance applicable to all sources within the City, establishing clear metrics to balance the need for reliable power with the community's desire for tranquility. This could involve setting maximum permissible noise levels during specific hours, as seen in other municipalities.
3. Set Specific Operational Timeframes for Equipment: Define allowable operating hours for mechanical equipment, such as generators, pool pumps, and older air conditioning units, to minimize disturbances. For instance, restricting the use of such equipment during nighttime hours could reduce noise-related disruptions.

Staff are prepared to offer further guidance and support as the Council deliberates on these options and determines the most suitable course of action.

FISCAL IMPACT:

None

RECOMMENDATION:

Receive and file. Provide direction to staff.

ATTACHMENTS:

[Attachment A - CL_AGN_250108_CC_NoiseLevels&Generators.pdf](#)

City of Rolling Hills
Information on Noise Levels and Generators

Agency	Municipal Code	Regulation	Generators	Enforcement
City of Torrance	Chapter 6 Noise Regulation	Torrance's Municipal Code prohibits unnecessary, excessive, and annoying noises, including those from generators. Specific decibel limits and time restrictions are in place to ensure community peace.	Does not specifically mention generators.	Noise concerns, including those related to generators, are typically handled by the Code Enforcement Division or the Police Department, depending on the situation.
City of Carson	Chapter 7 Noise Element	Carson's Noise Element includes regulations to control noise from various sources, such as electric motors and engines. The city enforces specific standards to protect residents from excessive noise.	Does not specifically mention generators.	Enforcement of noise regulations is managed by the Planning Division and Code Enforcement. For urgent or after-hours concerns, the Sheriff's Department may handle complaints.
City of Lafayette	Chapter 5-2 - Noise	Lafayette has amended its noise ordinance to address backup generator noise during power outages. The city provides exemptions for emergencies while maintaining standards to minimize disturbances. Backup generators are exempt from standard noise restrictions during power outages between 7:00 a.m. and 10:00 p.m. For individuals with medical needs, generator use is permitted 24/7 during power outages.	In February 2021, the City of Lafayette amended its noise ordinance to address concerns regarding backup generator noise during power outages.	Noise concerns, including backup generator noise, are addressed by the Planning and Building Department or Code Enforcement Division. For immediate disturbances, the Police Department may intervene.
City of Larkspur	Chapter 9.54 Noise Control Regulations	Larkspur's Municipal Code exempts emergency generators from strict noise standards during declared emergencies or utility power outages, subject to specific limitations and standards.	In 2020 City Council amended code to exempt emergency generators from the strict application of the noise standards, subject to specific limitations and standards, when operated during unexpected catastrophe or Public Safety Power Shutoff (PSPS) events by PG&E.	The Code Enforcement Division or the Planning Department oversees compliance with noise standards. Immediate issues may be handled by the Police Department.
City of Saratoga	Section 7-30.030 - Exemptions	The use of an emergency generator is exempt from the city's noise standards.	Operating an emergency generator during power outages or other emergencies is permitted, even if the noise produced exceeds the typical noise limits established by the city.	The Code Enforcement Division enforces noise ordinances, especially for ongoing violations. Residents can report noise concerns through city channels.
City of Emeryville	5-13.08 Leaf Blowers, Generators and Other Loud Equipment.	The use of loud equipment, including generators, is limited to weekdays from 8:00 a.m. to 6:00 p.m. to minimize noise disturbances.	Yes, addresses generators.	Noise issues are managed by the Community Development Department, particularly the Code Enforcement Division. The Police Department may address after-hours disturbances.
City of Orange	Chapter 8.24 Noise Control	The city's noise control regulations aim to protect residential areas from unnecessary, excessive, and annoying sounds, which can include generator noise.	Does not specifically mention generators.	The Code Enforcement Division is responsible for investigating and addressing noise complaints. Urgent disturbances may involve the Police Department
Sacramento County	Chapter 6.68 Noise Control regulation	In residential zones of unincorporated Sacramento County, maximum noise levels are generally limited to 55 decibels (dBA) between 7 a.m. and 10 p.m., and 50 dBA between 10 p.m. and 7 a.m.	Does not specifically mention generators.	The Environmental Management Department (EMD) enforces noise regulations in unincorporated areas. The Sheriff's Department may intervene for violations causing immediate public disturbances.
City of Rancho Palos Verdes	Chapter 17.56 - Performance Standards	According to the city's guidelines, no noise should emanate from a property exceeding 65 decibels (dBA) at the common property lines abutting a residential zoning district. Property owners are responsible for monitoring and preventing noise nuisances to neighboring properties.	These limits apply to any noise source, including generators.	Code Enforcement Officers (2)
City of Rolling Hills Estates	Chapter 8.32 - Noise	It prohibits any device from producing noise that exceeds the ambient noise level by more than 5 decibels during the day and 3 decibels at night.	Emergency use of generators during power outages or natural disasters is exempt from noise restrictions.	Code Enforcement Officer
City of Palos Verdes Estates	Chapter 8.28 - Noise	It is unlawful to create, maintain, or allow any noise or vibration that is unreasonable and causes discomfort to individuals within the vicinity.	Does not specifically mention generators.	Code Enforcement Division is responsible for handling noise complaints, including those related to generators. If the noise issue occurs outside of regular city hours, the Police Department



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.C
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: SAMANTHA CREW, MANAGEMENT ANALYST

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: RECEIVE AND FILE A SUMMARY REPORT ON PREVIOUS FIRE FUEL COMMITTEE DISCUSSION, RECOMMENDATIONS AND/OR ACTIONS (COUNCILMEMBER MIRSCH)

DATE: February 24, 2025

BACKGROUND:

California has a long and intense history with wildfire. Several fires in the past decade have been record setting as the largest, most deadly, and destructive fires in the history of the United States as a whole. Most recently, fires in Los Angeles County killed 29 people, forced more than 200,000 to evacuate, and destroyed an estimated 18,000 structures with 57,000 acres burned. The Tubbs fire in 2017 killed 23 people and destroyed 5,636 structures. In 2018, the Camp Fire saw 85 deaths, and 18,804 structures burned. Mendocino County experienced fires in August of 2020 which burned over 1,032,648 acres. These are only some of the latest, more significant fires. Fire fuel plays a critical role in the spread and intensity of fire and managing fire fuel is essential for public safety.

In 2019, staff began reporting quarterly on dead vegetation cases to the City Council. That same year, the City conducted a community survey, asking about the community's top concern. Survey responses showed residents were fearful of the amount of fire fuel in the canyons. In response to community concerns about the significant fire fuel levels in the canyons posing a safety risk, the City Council established a standing committee, the Fire Fuel Committee (the Committee), to address the issue. Councilmember Mirsch and Black were assigned to the Committee at the April 26, 2021 City Council meeting. Public hearings were conducted to engage residents, assess the challenges of managing vegetation on privately owned canyon properties, and formulate recommendations for practical solutions. The Committee also discussed regulatory versus voluntary approaches to management of fire fuel in the canyons, and the cost to comply with an ordinance.

By June of 2021 the City had documentation and maps that outlined blue line streams within the community, and the canyons of highest priority for wildfire risk. The Committee examined fire fuel management strategies for the canyons based on guidance from experts at the Los Angeles County Fire Department. The City Council was presented with two competing

proposals:

Option A: Fund one fire fuel abatement project per year.

Option B: Designate areas for abatement, notify property owners, and enforce nuisance abatement proceedings if work is not done.

September, 2021, the Committee worked on a new fuel abatement/nuisance ordinance and proposed prohibiting high fire hazard plants in new developments. Also considered was the modification of the fire fuel abatement ordinance and adjusting the slope ratio. At the November 22, 2021 City Council meeting, the Council moved to draft an ordinance prohibiting new plantings of high-hazard plants. March 14, 2022, Ordinance No. 375 was adopted, prohibiting new plantings of high-hazard plants and trees in new developments.

The City Council approved the hiring of Wildland Resource Management (WRM) for services that included new ordinance development, highlighting what constitutes a nuisance, as well as canyon management consulting. The overall goals were to (1) provide guidance to the community about best practices and CEQA, (2) conduct canyon evaluations, and (3) as an optional activity, train staff regarding how to evaluate the compliance and fuel management of canyons.

May of 2022, the Committee reviewed the recommendations provided on a draft fire fuel abatement ordinance by WRM. The consultant advised to enhance the required fire fuel abatement within the 200 feet from structures (defensible space) to be more restrictive than the Los Angeles County Fire Code, and to follow the model of the City's current CalOES/FEMA grant project for abatement conducted outside of the defensible space, where the City takes the lead to group a cluster of homes for vegetation treatment. Vegetation treatment outside of the defensible space is considered a "project" under State law and would require environmental analysis and permitting requirements by other agencies.

After consideration of the recommendations outlined by WRM in July of 2022, the Fire Fuel Committee determined that the draft fire fuel abatement ordinance would cause significant financial burden on residents including the costs of the additional environmental analysis and permitting requirements for treatment outside of defensible space. In addition, the Committee agreed that requiring enhanced treatment within 200 feet was unnecessary as the Fire Department already had a requirement in place. At that time the Committee discontinued work on the draft ordinance due to high costs and existing Fire Department requirements.

November 2022, post-election, the Fire Fuel Committee restructured into an Ad Hoc Fire Fuel Committee. At the June 6, 2023 Ad Hoc Fire Fuel Committee meeting, it was decided to monitor voluntary fire fuel abatement before considering future mandates. The Fire Fuel Ad Hoc Committee was charged with data collection relating to fuel management and fuel removal in the community.

The Fire Fuel Committee concluded that the community is voluntarily spending time and money to manage fire fuel on private property and a mandate is not necessary. However, the Fire Fuel Committee wanted to monitor progress and revisit the mandate if data showed a lack of fire fuel management and abatement in the community.

DISCUSSION:

Given the recent fires in the county and current fire fuel concerns in the City of Rolling Hills, it is important to assess whether reestablishing the Fire Fuel Committee would provide valuable oversight, coordination, and solutions. Historically, the Committee faced significant community pushback, which created barriers to further establishing new fire fuel ordinances. Many residents expressed concerns over cost and mandatory mitigation efforts which lead to resistance and a lack of consensus. This opposition created obstacles that made it difficult to implement plans and achieve measurable results. These challenges raise important questions about how to approach such an initiative moving forward and whether reinstating the Committee would yield better outcomes. Before moving forward, it is essential to consider the Committee's potential impact, necessary resources, and the specific goals it aims to achieve.

Fire Fuel abatement plays a crucial role in reducing fire risks and improving community preparedness. Effective fire fuel reduction requires a strategic, step-by-step approach to ensure meaningful progress while managing resources efficiently. Breaking the process into achievable tasks allows for steady improvements without overwhelming those tasked with the expense and efforts. This can begin with identifying high-risk areas and prioritizing them based on factors such as vegetation density, proximity to structures, and accessibility. By addressing fire fuel reduction in stages, Rolling Hills can enhance safety and resilience in a sustainable and organized manner.

Staff are seeking direction from the City Council on whether to re-establish the Fire Fuel Committee to address ongoing concerns about wildfire risk.

FISCAL IMPACT:

Unknown at this time.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.A
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KARINA BAÑALES, CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MUTUAL AID PERSONNEL COOPERATION AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND THE CITY OF MALIBU FOR TEMPORARY PERSONNEL ASSISTANCE

DATE: February 24, 2025

BACKGROUND:

Mutual aid agreements play a crucial role in ensuring coordinated and effective emergency response efforts among local jurisdictions. When disasters exceed a city's available resources, mutual aid allows neighboring agencies to provide critical support, enhancing regional resilience and recovery. These agreements establish a structured approach for requesting and deploying personnel, equipment, and other resources, ensuring that emergency operations remain functional during crises. By fostering collaboration and shared responsibility, mutual aid not only strengthens disaster response capabilities but also reinforces long-term partnerships between municipalities, ultimately improving preparedness and recovery efforts for future emergencies.

This evening, staff seeks the City Council to authorize the City Manager to execute Mutual Aid Personnel Cooperation Agreement between the City of Rolling Hills and the City of Malibu for Temporary Personnel Assistance (Attachment A).

DISCUSSION:

The Palisades Fire erupted on January 7, 2025, devastating numerous communities in Los Angeles County. The City of Malibu was among the jurisdictions severely impacted by this destructive wildfire. Due to the extensive damage and prolonged emergency response, Malibu's Emergency Operations Center (EOC) required 24/7 staffing, which exceeded the city's available personnel resources.

To support its EOC, Malibu sought mutual aid assistance from other local municipalities.

The City of Rolling Hills provided one staff member; Management Analyst, Samantha Crew, to help fulfill shifts in Malibu's EOC, supporting the city's disaster response efforts. Mutual aid is a component of the National Incident Management System (NIMS) in which local, state, and federal government agencies use as a framework for coordinated emergency response and recovery efforts.

To reimburse assisting agencies for the direct costs of staff time dedicated to supporting Malibu's emergency operations, the attached Mutual Aid Personnel Cooperation Agreement was developed and is presented to the City Council for review and approval.

Retroactive Agreement

The Mutual Aid Personnel Cooperation Agreement is retroactive to January 8, 2025, to account for the immediate need for support following the onset of the Palisades Fire. Given the urgency of Malibu's request for assistance, staff provided aid without delay to ensure continuity of emergency operations. As a result, this agreement is being brought before the City Council for approval after the fact, formalizing the partnership and allowing for proper reimbursement of costs incurred during the mutual aid deployment.

FISCAL IMPACT:

Approval of the Agreement allows the City of Rolling Hills to receive reimbursement for costs associated with staffing the City of Malibu's Emergency Operation Center on assigned shifts.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute Mutual Aid Personnel Cooperation Agreement Between the City of Rolling Hills and the City of Malibu for Temporary Personnel Assistance.

ATTACHMENTS:

[Attachment A - CA_AGR_250224_Malibu Mutal Aid Agreement - Rolling Hills.pdf](#)

**PERSONNEL COOPERATION AGREEMENT
CITIES OF MALIBU AND ROLLING HILLS
(TEMPORARY PERSONNEL ASSISTANCE)**

This Agreement is made this 8th day of January 2025, by and between the City of Malibu (“Malibu”) and the City of Rolling Hills (“Lending Agency”), both California municipal corporations and general law cities (hereinafter referred to individually as a “party” and collectively as the “parties”).

RECITALS

- A. Each of the parties operates a city or county municipal government. Due to the Palisades Fire and other fires in and near Malibu, there is limited personnel available to adequately cover all government needs. These limitations cannot be resolved with in-house resources.
- B. The purpose of this agreement is to allow Malibu to maintain necessary minimum staffing levels by sharing resources and utilizing temporary personnel from Lending Agency.
- C. Lending Agency is willing to make its personnel resources available to Malibu during and after the Palisades Fire in the interest of providing support to a fellow municipality during a time of great need.
- D. This Agreement will facilitate the foregoing and will be to the mutual interest and advantage of both Parties.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions set forth below, the parties agree as follows:

1. Personnel Assistance. Each party will develop its own respective internal policy to determine when and if Malibu can request and receive personnel assistance as described herein. Requests shall be made only when in-house personnel are unavailable and Malibu cannot satisfy its minimum staffing requirements as determined by the Acting City Manager or his/her designee. In-house personnel shall be classified as “unavailable” as determined by the City Manager or his/her designee. Requests shall be made with as much advance notice as is reasonably possible. When a Lending Agency is asked to provide assistance pursuant to this Agreement, it shall exercise its best efforts to provide aid subject to fulfilling its obligations to its own constituents. This Agreement does not create an obligation to provide assistance. Each party understands and acknowledges that while employees of Lending Agency (“Guest Personnel”) are providing services for Malibu, the Guest Personnel shall perform any assignments according to the rules and requirements of Malibu and under the direction of Malibu leadership. Each party further understands that Malibu has the right to reasonably reject or decline any particular Guest Personnel.

Guest Personnel shall be identified in writing by Lending Agency, and approved by the Acting City Manager of Malibu, or his/her designee, in advance of performing work for Malibu. All assignments will be given to Guest Personnel by the Acting Malibu City Manager, or his/her designee.

2. Cost Reimbursement. Malibu agrees to pay Lending Agency the direct cost of the Guest Personnel to Lending Agency at their then current hourly rate of compensation—the direct cost shall include only the unencumbered normal salary and shall not include the cost of any benefits or other payments or contributions. Payment shall be made within sixty (60) days of receipt of an invoice or as otherwise mutually agreed by the parties. Further, Malibu agrees to pay the mileage incurred by the Guest Personnel at current IRS rates and any costs for reasonable meals, hotel or lodging accommodations incurred as a result of performing Guest Personnel duties on behalf of Malibu. The total of such costs shall not exceed \$100 per day (\$300/day if hotel is required) unless written pre-approval is received. Reimbursement is contingent upon Lending Agency providing documentation sufficient for the City to receive reimbursement from California and Federal agencies.

Malibu shall not be liable or responsible for payment of any benefits of any kind to, or on behalf of, the Guest Personnel. Malibu shall not be responsible for any compensation, costs, benefits, expenses or emoluments of any kind related to the work performed by Guest Personnel, other than described above in this Section.

3. Term of Agreement. This Agreement is effective as of January 8, 2025, and shall remain in effect until terminated by either party. Either party may terminate this Agreement for convenience and without cause by giving the other party thirty (30) days' written notice of termination.

4. Status and Hours. Guest Personnel, while providing services for Malibu within the course and scope of the direction given to them by Malibu, shall be considered employees of Malibu for purposes of liability coverages only. Guest Personnel shall work not more than a combined 9 hours per day, and in no case for more than a total of 40 hours during a five day work period.

5. Status of the Parties. The parties are acting as independent contractors wherein each is providing a service in the nature of mutual assistance to the other. Each Guest Personnel shall remain in the fulltime employ of his or her respective employer, that Malibu shall not be deemed a dual employer of the guest personnel, and that Malibu shall have no liability for direct payment to any Guest Personnel for any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for Malibu.

6. Modification. This Agreement may be modified only by a written agreement executed by the parties.

7. Assignment. The parties understand that their unique status as public entities is the sole inducement for each to enter into this Agreement. For this reason, the parties agree that they will not assign or transfer any portion of or interest in this Agreement. Any attempt to assign or transfer any portion of this Agreement will be void.

8. Notices. All notices required by this Agreement must be in writing and given to the Parties at the following addresses:

CITY OF MALIBU:

Joseph Toney
Acting City Manager
23825 Stuart Ranch Road
Malibu, CA 90265

CITY OF ROLLING HILLS:

Karina Bañales
City Manager
2 Portuguese Bend Road
Rolling Hills, CA 90274

9. California Law. This Agreement shall be construed in accordance with the laws of the State of California.

10. Indemnification/Liability. If any of the Guest Personnel commits an act of negligence during the course and scope of their work for Malibu, Malibu shall be liable under any statutory basis for said negligence, subject to any and all federal and or/state statutory and/or common law immunities and/or defenses applicable. Malibu shall not be liable for the conduct of Guest Personnel while they are not performing duties for Malibu within the course and scope of employment.

11. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

12. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, are not valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

13. Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rata share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate

a dispute the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Los Angeles County.

14. Third Party Beneficiaries. This Agreement shall not be construed as an attempt to create a third party beneficiary contract. This Agreement is for the sole benefit of its parties; no other person or entity shall benefit from its terms.

15. Counterparts. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

16. Interpretation. This agreement shall be deemed to have been entered into, and shall be construed and enforced in accordance with, the laws of the State of California as applied to contracts made and to be performed entirely within California. The Agreement shall be construed without regard as to who drafted it and shall be interpreted as though all parties hereto participated equally in the drafting of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CITY OF MALIBU

CITY OF ROLLING HILLS

Joseph Toney
Acting City Manager

Karina Bañales
City Manager

Approved as to form:

Approved as to form:

Trevor Rusin
City of Malibu
Interim City Attorney

Patrick T. Donegan
City of Rolling Hills
City Attorney



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A

Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 (B)(1)
TITLE: CITY MANAGER

DATE: February 24, 2025

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.B
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1)
THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)
a. NAME OF CASE: CONNIE ANDERSEN, ET AL. V. CALIFORNIA WATER COMPANY, ET AL. (SEAVIEW CASE) CASE NO.: 24STCV20953

DATE: February 24, 2025

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.C
Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
GOVERNMENT CODE SECTION 54956.9 (TWO CASES) CPUC
COMPLAINTS AGAINST SOUTHERN CALIFORNIA EDISON AND
SOCAL GAS

DATE: February 24, 2025

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.D

Mtg. Date: 02/24/2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(1) THE CITY FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION. (1 CASE)

DATE: February 24, 2025

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS: