



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

City Council

Monday, July 27, 2026, 7:00 PM

Regular Meeting
City of Rolling Hills

Members of the public may participate in-person, by Microsoft Teams, or email.

City Council meetings are live-streamed and indexed archives of meetings are available via the city's official website at <https://rollinghillsca.portal.civicclerk.com/>

To watch meeting live on the city's website: <https://rollinghillsca.portal.civicclerk.com/>

To watch meeting live on YouTube: <https://www.youtube.com/@cityofrollinghills>

Remote Public Participation and Public Comment Instructions

Members of the public may participate remotely in the City Council meeting through Microsoft Teams Webinar. Advance registration is required to participate remotely.

Register in advance for this meeting at: <https://events.teams.microsoft.com/event/cdec6c34-a4a3-45e5-89cb-c7325107179b@4e8d6bfc-2bb2-4d4f-9810-b882b37fc685>

After registering, you will receive a confirmation email from Microsoft Teams containing instructions for joining the meeting. The email will include:

- A link to join the meeting using a computer, tablet, or smartphone; and
- Telephone access information, including a phone number and conference ID, for individuals who wish to participate by telephone.

Providing Public Comment

Members of the public attending remotely may provide public comment during designated comment periods. Please use the name provided during registration so City staff can properly identify participants.

Participants joining through Microsoft Teams may indicate they wish to speak by selecting the "Raise Hand" feature. Participants joining by telephone may indicate they wish to speak by pressing *5 on their telephone keypad. When recognized, the meeting host will provide instructions for addressing the City Council.

Email: to participate by written communication, emails must be received before 3:00 p.m. the day of the meeting (emails will not be read out loud)

Written materials pertaining to matters listed on the posted agenda received after the agenda has been published will be added as supplemental materials under the relevant agenda item. Public comments may be submitted by email to cityclerk@cityofrh.net. Emails must be received before 3:00 p.m. On the date of the meeting to ensure council and staff have the ability to review materials prior to the meeting.

AGENDA

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Proclamations/Announcements

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.

7.A. Public Comment on Non-Agenda Items

RECOMMENDATION: Receive and file.

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 July 27, 2026

RECOMMENDATION: Approve.

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 Minutes of July 13, 2026: City Council Regular Meeting

RECOMMENDATION: Approve as presented.

8.D. Payment of Bills

RECOMMENDATION: Approve as presented.

8.E. Republic Services Recycling Tonnage and Complaint Reports for June 2026

RECOMMENDATION: Recieve and file.

9. Excluded Consent Calendar Items

10. Commission Items

11. Public Hearings

11.A. A Public Hearing to Consider and Adopt Resolution No. 1419 Authorizing Placement of Solid Waste Service Charges Owed to Republic Services Pursuant to its Solid Waste Franchise with the City of Rolling Hills on the Fiscal Year 2026-27 Los Angeles County Auditor-Controller's Office Annual Tax Roll

RECOMMENDATION: Staff recommends that the City Council hold a public hearing and subsequently adopt Resolution No. 1419 placing the sanitation service charge on the annual County of Los Angeles Tax Roll.

11.B. Introduction and First Reading of Ordinance 390, a City-initiated Zoning Code Amendment to amend sections of Title 17 (Zoning Code) of the Rolling Hills Municipal Code.

RECOMMENDATION: Open the public hearing, receive public testimony, close the public hearing, and by motion: find that the adoption of the proposed Ordinance No. 390 is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17; and introduce for first reading by title only Ordinance No. 390 regarding the height limit of single-family residential homes located on Williamsburg Lane.

12. Discussion Items

12.A. Review of Public Feedback and Consideration of the Portuguese Bend Road and Saddleback Road Locations for Two Additional Outdoor Emergency Sirens

RECOMMENDATION: After reviewing the public feedback received regarding the proposed outdoor emergency siren locations, provide direction to staff as follows:

1.Portuguese Bend Area:

- a. Proceed with the proposed siren location on Portuguese Bend Road;
- b. Further evaluate the previously considered Ringbit Road cul-de-sac or the corner of Ringbit Road and Southfield Road, behind the mailboxes; or
- c. Continue working with HQE to identify and evaluate other potential locations.

2.Saddleback Area:

- a. Proceed with the proposed siren location on Saddleback Road;
- b. Further evaluate the previously considered installation of a 50-foot siren pole within the Chesterfield Road cul-de-sac; or
- c. Continue working with HQE to identify and evaluate other potential locations.

3.If the City Council directs staff to proceed with one or both proposed locations, approve the associated project funding.

12.B. Consider and approve the Memorandum of Agreement among Palos Verdes Peninsula Cities for the administration and implementation of the Peninsula Coordinated Integrated Monitoring Program

RECOMMENDATION: Approve the Memorandum of Agreement (MOA) among the County of Los Angeles, Los Angeles County Flood Control District, and the Cities of Palos Verdes Estates, Rolling Hills, Rolling Hills Estates, and Rancho Palos Verdes for the administration and cost-sharing of the Palos Verdes Peninsula Coordinated Integrated Monitoring Program (CIMP), effective July 1, 2026 through December 31, 2031;

Determine whether the City of Rolling Hills will participate in Optional Task 8 – Santa Monica Bay Beaches Bacteria TMDL Monitoring, which is no longer required under the current MS4 Permit and is estimated to increase the City's costs by approximately \$70,577 over the 5½-year term of the MOA; and

Authorize the City Manager to execute the MOA and any related documents and take the necessary administrative actions consistent with the City Council's direction regarding participation in Optional Task 8.

13. Matters From the City Council

14. Matters From Staff

14.A. Follow-Up Regarding Nuisance Abatement at 6 Saddleback Road and Consideration of Further Action

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the status update regarding the nuisance conditions at 6 Saddleback Road, Lot 18-RH;
2. Determine that the remaining green vegetation and brush do not require abatement at this time, based on staff's observation that the vegetation appears to be living and does not constitute the dead vegetation and brush previously identified as nuisance conditions.
3. Consider whether the remaining conditions identified in Resolution No. 1416, including the deteriorated fence and portable toilet, continue to constitute a public nuisance;
 - Provide direction to staff regarding the appropriate next steps, which may include, assisting the property owner with the removal of one or both public nuisances;
4. Provide other direction deemed appropriate by the City Council

15. Recess to Closed Session

15.A. Conference With Legal Counsel - 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. (2 Cases) A.

Name of Case: City of Rolling Hills v. SCE CPUC Docket No. C.24-10-008 B. Name of Case: City of Rolling Hills v. SoCalGas CPUC Docket No. C.24-10-009

RECOMMENDATION: None.

16. Reconvene to Open Session

17. Adjournment

Next regular meeting: Monday, August 10, 2026 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

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

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

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



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 7.A.

Meeting Date: 7/27/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Public Comment on Non-Agenda Items

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Attachments:

1. CL_AGN_260727_CC_Item7A_PublicComment01_Redacted

From: [Stop BCHD](#)

To:

citycouncil@cityofrm.net; City Clerk;

Subject: Public Comment All Agencies: National and International Coverage of Beach Cities Health District (BCHD) Memory Care Eviction Action for Increased Revenues

Date: Thursday, July 23, 2026 8:02:36 AM

Attachments: [image.png](#)
[BCHD Eviction Media.csv](#)

(Note: BCHD has mandatory services commitments to all LA County SPA8 communities as a result of BCHD's BHCIP funding agreements. Contact BCHD for more information.)

The following is a Non-Agenda Item Public Comment to ALL AGENCIES for the Next Council Meeting

In order to increase BCHD's revenues by replacing Silverado Memory Care with Sunrise Assisted Living's proposed private development, Beach Cities Health District (BCHD, Redondo Beach) elected to evict nearly 100 seniors with memory care and dementia issues according to the LA Times and a host of other media.

The action raised the ire of families and readers across the world. See the listing below of the many media outlets that carried news of BCHD's dementia care eviction action in Redondo Beach, CA.

BCHD CEO Tom Bakaly's advice to Silverado families at the April 22, 2026 BCHD Board meeting was "there are 1,500 available memory care beds available within a 60 mile radius." <https://youtu.be/1tcknJNxEl0?t=1243>

The table below demonstrates the current breadth and depth of media coverage of BCHDs eviction action.

Date	Channel	Outlet / Account	Relationship	Title	URL	Reported audience value
2026-07-09	Daily newspaper / web	Los Angeles Times	Original reporting	Nearly 100 dementia patients are being evicted from their Redondo Beach home. Why it's sparking outrage	https://www.latimes.com/california/story/2026-07-09/scores-of-la-dementia-patients-set-to-be-evicted-families-outraged	40,000,000
2026-07-09	Syndicated web portal	AOL	Full/near-full republication	Nearly 100 dementia patients are being evicted from their Redondo Beach home. Why it's sparking outrage	https://www.aol.com/articles/nearly-100-dementia-patients-being-120000000.html	31,000,000
2026-07-09	Syndicated web portal	Yahoo News New Zealand	Full/near-full republication	Nearly 100 dementia patients are being evicted from their Redondo Beach home. Why it's sparking outrage	https://nz.news.yahoo.com/nearly-100-dementia-patients-being-120000211.html	180,000,000
2026-07-09	News aggregator	Ground News	Aggregator listing	Nearly 100 dementia patients are being evicted from their Redondo Beach home. Why it's sparking outrage	https://ground.news/interest/redondo-beach	3,890,000
2026-07-09	News aggregator	NewsNowHeadline/index	Index listing	Nearly 100 dementia patients are being evicted from their Redondo Beach home. Why it's sparking outrage	https://www.newsnow.com/ca/?search=%22Redondo+Beach%22	11,000,000+
2026-06-08	Weekly newspaper / web	Easy Reader News	Independent local reporting	Beach Cities Health District board chooses Sunrise, to evict Silverado residents in one year	https://easyreadernews.com/beach-cities-health-district-board-chooses-sunrise-to-evict-silverado-residents-in-one-year	100,000+
2026-04-09	Weekly newspaper / web	Easy Reader News	Independent background reporting	Plan for Beach Cities Health District campus shifts, contracts in Redondo Beach	https://easyreadernews.com/plan-for-beach-cities-health-district-campus-shifts-contracts-in-redondo-beach	100,000+
2026-05-07	Petition / campaign web	Change.org	Advocacy campaign	Save Silverado Beach Cities Memory Care Community	https://www.change.org/p/save-silverado-beach-cities-memory-care-community	2,214
2026-05	Social media	Reddit — r/SouthBayLA	Community discussion	Save Silverado Beach Cities Memory Care in Redondo Beach	https://www.reddit.com/r/SouthBayLA/comments/1t7z0pv/save-silverado-beach-cities-memory-care-in-redondo-beach/	30+

		YLA			/save_silverado_beach_cities_memory_care_in/	
2026-06	Social media	LinkedIn — Silverado	Organizational post	Silverado's Post: #DontEvictSilverado #SilveradoBeachCities	https://www.linkedin.com/posts/silverado-senior-living_dontevictsilverado-silveradobeachcities-activity-7465576068662415360-c8A_	140+
2026-05/06	Social media	Instagram — @rustin4congress	Campaign post	Silverado Beach Cities has served the Redondo Beach community for nearly 20 years	https://www.instagram.com/p/DY0QuxTEqI0/	10+
2026-05/06	Social media	Instagram — @rustin4congress	Campaign reel	Silverado Beach Cities has served the Redondo Beach community for nearly 20 years	https://www.instagram.com/reel/DY0RRsnSQwJ/	
2026-07	Social media	Instagram	Derivative commentary	Important Update on Senior Care in California: Nearly 100 dementia patients face displacement	https://www.instagram.com/p/Dak_4viltug/	
2026-07	Social media	Instagram	Derivative commentary	Important Update on Senior Care in California	https://www.instagram.com/p/DYidrv_Gk_A/	
2026-07	Social media	Instagram — Golden Years Retreat Inc.	Derivative commentary	Important Update on Senior Care in California	https://www.instagram.com/goldenyearsretreatinc/	
2026-07	Social media	Facebook	Derivative commentary	Shocking: Families outraged as nearly 100 dementia patients face eviction	https://www.facebook.com/bhavnishkakar2026/posts/-shocking-families-outraged-as-nearly-100-dementia-patients-face-eviction-for-lu/1455880449984614/	
2026-05/06	Social media	Facebook — North Redondo Beach group	Community discussion	What's happening with Beach Cities Health District after the Sunrise deal?	https://www.facebook.com/groups/NorthRedondoBeach/posts/4368147236776870/	20+
2026-05/06	Social media	Facebook — Keep the Esplanade Beautiful group	Campaign sharing	Save the Beach Cities Silverado Memory Care	https://www.facebook.com/groups/KeeptheEsplanadeBeautiful/posts/26880051104960972/	
2026-03-20	Agency website / newsletter source	Beach Cities Health District	Official announcement	Sunrise Senior Living Signs Letter of Intent with BCHD for Redevelopment of Redondo Beach Campus	https://bchd.org/blog/sunrise-senior-living-signs-letter-of-intent-with-bchd-for-redevelopment-of-redondo-beach-campus/	125,294
Current	Agency website / newsletter source	Beach Cities Health District	Official FAQ	Healthy Living Campus Frequently Asked Questions	https://bchd.org/healthy-living-campus/faq/	125,294
Current	Facility website	Silverado	Organizational background	Silverado Beach Cities Memory Care in Redondo Beach, CA	https://www.silverado.com/locations/beach-cities/	Approximately 100
2026-05-28	Agency website / online newsletter	Beach Cities Health District	Official announcement / newsletter item	Beach Cities Health District Board Votes to Authorize Agreement with Sunrise Senior Living for Healthy Living Campus Redevelopment	https://bchd.org/blog/beach-cities-health-district-board-votes-to-authorize-agreement-with-sunrise-senior-living-for-healthy-living-campus-redevelopment/	125,294
2026-05-28	Online newsletter archive	Beach Cities Health District e-Newsletter	Newsletter listing	BCHD Campus Takes Step Forward on Ground Lease with Sunrise Senior Living	https://bchd.org/news-media/recent-newsletters/	125,294
2026-07-08	Daily	Daily Mail Independent		Dementia patients booted out of	https://www.dailymail.com/news/	218,000,000

2026-07-07	Daily newspaper / web	Daily Mail independent derivative reporting	Dementia patients booted out of their home to make way for luxury senior living	https://www.dailymail.com/health/2026/07/07/dementia-patients-booted-out-of-their-home-to-make-way-for-luxury-senior-living/article-15965299	1210,000,000	
2026-07-09	Online news site	Streamline Feed	Derivative article	Tragic Eviction Crisis Threatens 100 Dementia Patients in Redondo Beach	https://streamlinefeed.co.ke/news/tragic-eviction-crisis-threatens-100-dementia-patients-in-redondo-beach	
2026-05	Social media	Reddit — r/dementiadiscussion	Community discussion	Memory care closing	https://www.reddit.com/r/dementia/comments/1t6x2n7/memory_care_closing/	
2026-05/06	Campaign website	Silverado	Organizational advocacy page	Preserving Access to Specialized Memory Care in the South Bay	https://www.silverado.com/silverado-bchd/	Approximately 100
2026-05-27	Social media	Instagram — @southbaytimes	Local-news social post	Families of Silverado Memory Care residents are asking BCHD to delay a major Redondo Beach redevelopment vote	https://www.instagram.com/southbaytimes/	1
2026-05	Social media	Facebook — Steve Goldstein	Campaign sharing	Save Silverado Beach Cities memory care for dementia residents	https://www.facebook.com/steve.goldstein/posts/the-issuesave-silverado-beach-cities-memory-care-protect-dementia-residents-from/10165067482327065/	3
2026-05-26	Weekly newspaper / web	Easy Reader News	Independent local reporting	Silverado families seek pause on new BCHD Redondo Beach redevelopment plan	https://easyreadernews.com/silverado-families-seek-pause-on-new-bchd-redondo-beach-redevelopment-plan/	100,000+
2026-05-09	Social media	Reddit — r/RedondoBeach	Cross-post / community discussion	Save Silverado Beach Cities Memory Care in Redondo Beach	https://www.reddit.com/r/RedondoBeach/comments/1t7z40x/save_silverado_beach_cities_memory_care_in/	
2026-05-27	Social media	Reddit — r/RedondoBeach	Meeting-day advocacy post	Save Silverado Beach Cities — BCHD Board of Directors Votes Tonite	https://www.reddit.com/r/RedondoBeach/comments/1tpfudt/save_silverado_beach_cities_bchd_board_of/	
2026-07-10	Social media	Bluesky — Los Angeles Times	Publisher social distribution	Nearly 100 dementia patients are being evicted from their Redondo Beach home. Why it's sparking outrage	https://bsky.app/profile/latimparsed.com/post/3mqbpfxivf2b	Follower count not reliably
2026-05	Social media	Facebook — North Redondo Beach	Community awareness post	Concern about Beach Cities Health District's proposed redevelopment and Silverado	https://www.facebook.com/groups/NorthRedondoBeach/posts/4306033152988279/	
2026-05	Social media	Instagram — campaign carousel	Campaign amplification	Save Silverado Beach Cities Memory Care Community	https://www.instagram.com/p/DWYnzTRDlvT/?img_index=5	
2026-07	Web indexing / reference site	Thesaurus.com	Automated example citation	Evict — Synonyms & Antonyms	https://www.thesaurus.com/browse/evict	500,000,000+
2026-07	Business-information aggregator	ZoomInfo	Automated company-news indexing	Los Angeles Times — News & Media overview	https://www.zoominfo.com/c/los-angeles-times-communications-llc/22184531	35,000+

For those seeking the data behind the media, a csv file is attached that can be easily pasted into Excel.

--

StopBCHD.com (StopBCHD@gmail.com) is a Neighborhood Quality-of-Life Community concerned about the quality-of-life, health, and economic damages that BCHDs 110-foot above the street, 800,000 sqft commercial development will inflict for the next 50-100 years. Our neighborhoods have been burdened since 1960 by the failed South Bay Hospital project and have not received the benefit of the voter-approved acute care public hospital since 1984. Yet we still suffer

100% of the damages and we will suffer 100% of the damages of BCHDs proposal.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.A.

Meeting Date: 7/27/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Approve Affidavit of Posting for the City Council Regular Meeting of July 27, 2026

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve.

Attachments:

1. CL_AGN_260727_CC_AffidavitofPosting



Administrative Report

8.A., File # 2026-215

Meeting Date: 7/27/2026

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JULY 27, 2026

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/agendas_meetings.php https://rollinghillsca.portal.civicclerk.com/
Meeting Date & Time	JULY 27, 2026 7:00pm Open Session

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: July 24, 2026



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.B.

Meeting Date: 7/27/2026

To: City Council

From: Christian Horvath, Assistant to the City Manager / City Clerk

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

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve.

Attachments:

None



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.C.

Meeting Date: 7/27/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Approve the following Minutes of July 13, 2026: City Council Regular Meeting

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve as presented.

Attachments:

1. CL_MIN_260713_CC_F



1. Call To Order

The City Council of the City of Rolling Hills met in person on the above date at 7:01 p.m. Mayor Dieringer presiding.

2. Roll Call

Councilmembers Present:

Pieper, Mirsch, Wilson, Black, Mayor Dieringer

Councilmembers Absent:

Staff Present:

Karina Bañales, City Manager

Whitney Berry, Planning Manager

Samantha Crew, Management Analyst

Téa Takaoka, Administrative Assistant

Nicolas Papajohn, City Attorney

3. Pledge Of Allegiance – Councilmember Mirsch

4. Presentations / Proclamations / Announcements - None

5. Approve Order of the Agenda

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

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

NOES: None

ABSENT: None

6. Blue Folder Items (Supplemental)

Motion by Councilmember Pieper, seconded by Councilmember Wilson to receive and file Blue Folder items 7A and 11A. Motion carried unanimously with the following vote:

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

NOES: None

ABSENT: None

7. Public Comment on Non-Agenda Items

8. Consent Calendar

8.A. Approve Affidavit of Posting for the City Council Regular Meeting of July 13, 2026

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 Minutes of June 22, 2026: City Council Regular Meeting

8.D. Payment of Bills

8.E. Republic Services Recycling Tonnage and Complaint Reports for May 2026

Motion by Mayor Pro Tem Black, seconded by Councilmember Pieper to approve the Consent Calendar. Motion carried unanimously with the following vote:

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

9. Excluded Consent Calendar Items - None

10. Commission Items - None

11. Public Hearings

11.A. Zoning Case No. 26-73: Request for a Site Plan Review to develop a vacant lot including non-exempt grading and the construction of a new single-family residence with accessory structures; Conditional Use Permits for a guest house, a stable greater than 200 square feet, a corral greater than 550 square feet and a detached accessory structure greater than 200 square feet; and Variances to allow construction of certain structures in the front yard, to allow a corral to encroach into the front yard setback, to allow retaining walls to exceed the maximum average height of 2.5 feet, to allow a portion of the basement to extend beyond the walls of the residence, and to allow grading export; and finding the project categorically exempt from CEQA for 23 Crest Road East (Lot 132A-MS)(Ogasawara)

Presentation by Planning Manager Berry.

Public Comment: Frank Escher, David Hamilton, Kevin Hoffenberger, John Mackenbach, Charlie Raine, Alan Rigg

Motion by Mayor Pro Tem Black, seconded by Councilmember Pieper to adopt Resolution No. 1418, as amended, requiring all major and minor changes be brought back for council consideration. Motion failed by the following vote:

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

Motion by Mayor Dieringer, seconded by Councilmember Pieper to approve Resolution No.1418, as amended, requiring all major modification, as well as minor modifications involving drainage, water retention, detention, dispersion, hardscape changes, and the on-site wastewater treatment system on the property be brought back for council consideration. Motion carried with the following vote:

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

Councilmember Pieper left the dais at 9:17 p.m.

12. Discussion Items

13. Matters From the City Council

Mayor Pro Tem Black requested an item be agendized regarding E-Bikes on Portuguese Bend Road.

14. Matters From Staff

14.A. Consideration of Authorizing the Mayor to sign a Letter of Support for AB 1821 (Pacheco) regarding Agency response timelines under the California Public Records Act

Presentation by Administrative Assistant Takaoka.

Councilmember Pieper returned to the dais at 9:17 p.m.

Motion by Mayor Pro Tem Black, seconded by Councilmember Mirsch to authorize the Mayor to sign a letter of support for AB 1821, with minor revisions. Motion carried unanimously with the following vote:

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

14.B. Receive and File a Status Update on the SAFE Network and SAFE Unit Information Workshop (Verbal)

Presentation by Management Analyst Crew.

Motion by Mayor Pro Tem Black, seconded by Councilmember Pieper to receive and file the verbal report. Motion carried unanimously with the following vote:

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

15. Recess To Closed Session - None

16. Reconvene To Open Session - None

17. Adjournment: 9:31 P.M.

The meeting was adjourned at 9:31 p.m. on July 13, 2026. The next regular meeting of the City Council is scheduled to be held on Monday, July 27, 2026 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 the 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,

Bea Dieringer, Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.D.

Meeting Date: 7/27/2026

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Payment of Bills

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve as presented.

Attachments:

1. CL_AGN_260727_CC_PaymentOfBills_E

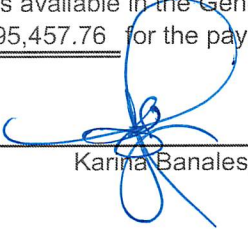
CITY OF ROLLING HILLS

AP27-002, ACH27-002

Check Run 07/22/2026

Check No.	Check Date	Payee	Description	Amount
029239	7/22/2026	Occupational Health Centers of Minnesota	Employee-Medical Background Check	123.00
029240	7/22/2026	Environmental Design Associates	Landscape Review - 5 Quail Ridge Rd No	1,500.00
029241	7/22/2026	FLEXTG (formerly CBE-Cell Business Equipment)	Copies from April to June 2026	1,297.41
029242	7/22/2026	McGowan Consulting	June 2026 Municipal Stormwater Consulting Services	4,694.43
029243	7/22/2026	Vital Records Control	FY26-27 - LaserFiche Annual Fee	3,538.44
ACH-1293	7/22/2026	Abila	FY26-27 Annual Accounting Software	3,185.75
ACH-1294	7/27/2026	California JPIA	FY26-27 Property-Earthquake-Flood Insurance	9,379.00
ACH-1295	7/18/2026	California Water Service Co.	Water Usage 05-28-26 to 06-25-26_ROLLING#54654	2,069.78
ACH-1296	7/18/2026	California Water Service Co.	Water Usage 05-28-26 to 06-25-26_RANCHO#74654	448.33
ACH-1297	7/22/2026	FirstNet/AT&T Mobility	June 2026 Code Compliance Mobile Phone	52.85
ACH-1298	7/18/2026	Forum Info-Tech. Inc./Levelcloud	June 2026 AWS Usage	776.76
ACH-1299	7/27/2026	Full Compass Systems	AV Equipment #06	2,363.92
ACH-1300	7/26/2026	The Gas Company	Gas usage from 06-09-26 to 07-09-26	25.27
ACH-1301	7/27/2026	County of Los Angeles	June 2026 Animal Care Housing Costs	154.88
ACH-1302	7/27/2026	LA County Sheriff's Department	June 2026 LASD Contract	38,145.72
ACH-1303	7/27/2026	LA County Sheriff's Department	June 2026 LASD Supp Traffic Enf	1,469.88
ACH-1304	7/27/2026	MV CHENG AND ASSOCIATES	June 2026 Monthly Accounting Services	7,950.00
ACH-1305	7/22/2026	Pacific Premier Bank / FNBO	Pacific Prem June 2026 Cred Crd Stmt Acct#1746 - Horvath	9,644.18
ACH-1306	7/22/2026	Pacific Premier Bank / FNBO	Pacific Prem June 2026 Cred Crd Stmt Acct#4832 - Banales	1,189.03
ACH-1307	7/19/2026	Pitney Bowes	Postage for June 2026	1,009.75
ACH-1308	6/28/2026	Southern California Edison	Electricity usage 05-19-26 to 06-17-26_Acct#4218	391.45
ACH-1309	7/4/2026	Southern California Edison	Electricity usage 05-26-26 to 06-23-26_Acct#8030	1,082.59
ACH-1310	7/1/2026	Standard Insurance Company	July 2026 Life Insurance Policy #161783 Div 0001	235.34
ACH-1311	7/27/2026	Willdan Inc.	June 2026 - Bldg Plan Check/Permit Services	4,730.00
REPORT TOTAL				95,457.76

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
\$ 95,457.76 for the payment of above items.



Karina Banales, City Manager

Abbreviations Meaning

Acct	Account
AWS	Amazon Web Services
Bldg	Building
Comp	Compliance or Compensation
CORH	City of Rolling Hills
EOC	Emergency Operations Center
FY	Fiscal Year
PR	PayRoll
Proj	Project
Rec	Records
Ret	Retention
Serv	Services
Sn	Senior
Stmt	Statement
LARIAC	Los Angeles Region Imagery Acquisition Consortium
Pmt	Payment
LASD	Los Angeles Sheriff's Department
CHDFEG	City Hall Dual Fuel Emergency Generator
App	Application
Eng	Engineering
AV	Audio Visual



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.E.

Meeting Date: 7/27/2026

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Republic Services Recycling Tonnage and Complaint Reports for June 2026

Background:

On July 1, 2020, the City entered into an Amended and Restated Agreement with Republic Services for the collection, transportation, recycling, composting, and disposal of solid waste, recyclables, green waste, bulky items, and brush. As part of the Agreement, Republic Services is required to provide periodic operational and performance reports to the City. These reports assist the City in monitoring service levels, recycling activities, diversion compliance, and resident service requests.

Over the past several months, staff has presented information to the City Council regarding Republic Services' reporting requirements and the various reports submitted under the Agreement. These reports provide transparency regarding waste collection operations and support the City's oversight responsibilities.

This evening, staff is presenting reports for June. In addition, Republic Services has provided additional information regarding its reporting requirements and reporting methodologies, which is included in Attachment E.

Discussion:

Republic Services provides several recurring reports to the City, including Recycling Tonnage Reports, Complaint Reports, Red Tag Reports, Missed Pick-Up Reports, Commercial Recycling Recovery Reports, Greenwaste Reports, and Residential Roll-Off Bin Usage Reports.

- *Tonnage Reports*, which document the volume of materials collected and processed and assist the City in monitoring progress toward recycling and waste diversion goals (Attachment A).
 - Greenwaste Reporting, which tracks green waste collection and diversion activities and identifies factors that may impact reported tonnage, including contamination and data-entry corrections.
 - Residential Roll-Off Bin Usage Reports, which document resident utilization of the City's annual free green waste roll-off bin program.
- *Commercial Recycling Recovery Reports*, which document recovery rates from transfer facilities and support compliance reporting requirements (Attachment B).

- *Republic Services Missed Pick-Up Reports*, which provide information regarding missed collections and their subsequent resolution (Attachment C).
- *City of Rolling Hills Complaint Reports*, which track resident concerns, including missed collections and service-related issues, and document corrective actions taken (Attachment D).
- *Red Tag Reports*, which identify contamination issues or other violations associated with waste disposal practices. For May, there were no red tags issued (Attachment E).

Republic Services is contractually required to achieve a minimum annual diversion rate of 30 percent for residential solid waste collection services. Currently, the City meets California's recycling and waste diversion requirements through its overall diversion program, including the diversion of green waste from landfills.

Fiscal Impact:

None.

Recommendation:

Recieve and file.

Attachments:

1. Attachment A - VC_REP_260727_June_TonnageReport
2. Attachment B - VC_REP_260727_June_C&D Report
3. Attachment C - VC_REP_260727_June_CallLog_Redacted
4. Attachment D - VC_REP_260727_June_ComplaintList
5. Attachment E - VC_REP_260727_June_RedTagList

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE 2026

Year 2026
Diversion Requi Y

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
1	Greenwaste	89.97	89.97	-	100.00%
	Trash	169.33	-	169.33	0.00%
	Greenwaste - Residential Roll Off Bin	26.16	26.16	-	100.00%
	Trash - Residential Roll Off Bin	5.26	-	5.26	0.00%
	1 Total	290.72	116.13	174.59	39.95%
2	Greenwaste	105.57	105.57	-	100.00%
	Trash	133.77	-	133.77	0.00%
	Trash - Residential Roll Off Bin	4.65	-	4.65	0.00%
	2 Total	243.99	105.57	138.42	43.27%
3	Greenwaste	99.86	99.86	-	100.00%
	Trash	195.06	-	195.06	0.00%
	Greenwaste - Residential Roll Off Bin	4.99	4.99	-	100.00%
	Trash - Residential Roll Off Bin	12.13	-	12.13	0.00%
	3 Total	312.04	104.85	207.19	33.60%
4	Greenwaste	133.73	133.73	-	100.00%
	Trash	124.31	-	124.31	0.00%
	Greenwaste - Residential Roll Off Bin	5.19	5.19	-	100.00%
	Trash - Residential Roll Off Bin	6.99	-	6.99	0.00%
	4 Total	270.22	138.92	131.30	51.41%
5	Greenwaste	112.41	112.41	-	100.00%
	Recycle	5.66	2.91	2.75	51.44%
	Trash	146.75	-	146.75	0.00%
	Greenwaste - Residential Roll Off Bin	1.11	1.11	-	100.00%
	5 Total	265.93	116.43	149.50	43.78%
6	Greenwaste	61.64	61.64	-	100.00%
	Trash	214.13	-	214.13	0.00%
6 Total		275.77	61.64	214.13	22.35%
Grand Total		1,658.67	643.54	1,015.13	38.80%

CITY OF ROLLING HILLS NON-FRANCHISE 2026

Year 2026
Diversion Requirement

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
1	Recycle	0.16	0.07	0.09	42.94%
	Trash	64.25	-	64.25	0.00%
	Organics	0.02	0.01	0.01	67.20%
	1 Total	64.43	0.08	64.35	0.12%
2	Recycle	0.18	0.09	0.09	50.45%
	Trash	13.48	-	13.48	0.00%
	Organics	0.02	0.01	0.01	61.64%
	2 Total	13.68	0.11	13.57	0.77%
3	Recycle	0.19	0.09	0.09	50.78%
	Trash	83.53	-	83.53	0.00%
	3 Total	83.71	0.09	83.62	0.11%
4	Recycle	0.16	0.09	0.07	55.32%
	Trash	74.09	-	74.09	0.00%
	C&D	11.25	9.24	2.01	82.13%
	4 Total	85.50	9.33	76.18	10.91%
5	Recycle	0.23	0.12	0.11	52.37%
	Trash	77.09	-	77.09	0.00%
	C&D	4.44	3.65	0.79	82.13%
	5 Total	81.76	3.77	77.99	4.61%
6	Recycle	0.19	0.10	0.10	49.56%
	Trash	26.23	-	26.23	0.00%
	Organics	0.02	0.02	0.01	70.50%
	C&D	11.45	9.40	2.05	82.13%
	6 Total	37.90	9.52	28.38	25.11%
Grand Total		366.98	22.89	344.09	6.24%



Republic Services
C&D Report

City of Rolling Hills
Reporting Period June-26

Disposal Site	Material	Loads Taken	Tons Collected
CWS	C&D	1	11.45

Summary	
Row Labels	Sum of Tons Collected
C&D	11.45
Grand Total	11.45



Republic Services Call Log Report

City: Rolling Hills

Year: 2026

Month/Quarter: 6

Summary of Calls by Type

Final Call		
Final Call Type	Sub-Type	Total
3.Missed Pick Up	Missed Yard Waste - Residential	3
3.Missed Pick Up Total		3
Grand Total		3

Republic Services Call Log Report

Final Call Type	Sub-Type	Case Number	Date/Time Opened	Date/Time Closed	Created By	Request Description	Resolution Comments	Customer Category	Account Number	Site	Account Name	Site Address	Phone
3.Missed Pick Up	Missed Yard Waste - Residential	20260602-237768907	6/2/2026 2:53 PM	(blank)	Ali H Haider	Track My Truck shows stop as completed. Elizabeth Calfas (310) 560-4801 states they have been missed for the pickup originally scheduled on 6/2/2026. mpu	(blank)	RESI	9020003653	1	CURRENT RESIDENT	9 GEORGEFF RD ROLLING HILLS CA	3105415705
3.Missed Pick Up	Missed Yard Waste - Residential	20260615-238537556	6/15/2026 11:55 AM	6/17/2026 10:35 PM	Kaleem K Kulsoom	david lillington/(131) 037-5708 states they have been missed for the pickup originally scheduled on 6/15/2026.	(blank)	RESI	9020003658	1	CURRENT RESIDENT	14 GEORGEFF RD ROLLING HILLS CA	(000) 000-0000
3.Missed Pick Up	Missed Yard Waste - Residential	20260616-238637220	6/16/2026 1:16 PM	(blank)	Ericka Brown	JOHN KIRK/(310) 420-0817 states they have been missed for the pickup originally scheduled on 6/8/2026. missed pickup never came back to empty the YW	(blank)	RESI	9020205367	1	MELINDA KIRK	2860 PALOS VERDES DR N ROLLING HILLS CA	3104202732

City of Rolling Hills - June 2026 Republic Services Complaint Log

Date of Issue	Time	Issue/Complaint	Resident Name	Resident Address	Republic contacted	Republic Reponse
6/1/2026	11:40 AM	Missed Trash and Green Waste		2724 PVD N.	Lori Reyna	
6/8/2026	7:15 PM	Missed Green Waste		36 Portuguese Bend Rd.	Lori Reyna	Lori Reyna
6/9/2026	9:30 AM	Missed Green Waste		21 Buggy Whip Dr.	Lori Reyna	Lori Reyna
6/11/2026	8:50 AM	Missed Green Waste		18 Buggy Whip Dr.	Lori Reyna	Lori Reyna
6/15/2026	8:30 AM	Missed Trash and Green Waste		85 Eastfield Dr.	Lori Reyna	Lori Reyna
6/17/2026	11:15 AM	Missed Trash and Green Waste		2 Cinchring Rd.	Lori Reyna	



Sustainability in Action

Rolling Hills Red Tags – June 2026

DATE	ADDRESS	CODE	ISSUE	COMM
6/1/2026	7 OPENBRAND RD	4	CONTAINER PLACEMENT	NO



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 11.A.

Meeting Date: 7/27/2026

To: City Council

From: Robert Samario, Finance Operations Lead Consultant

Thru: Karina Bañales, City Manager

Subject: A Public Hearing to Consider and Adopt Resolution No. 1419 Authorizing Placement of Solid Waste Service Charges Owed to Republic Services Pursuant to its Solid Waste Franchise with the City of Rolling Hills on the Fiscal Year 2026-27 Los Angeles County Auditor-Controller's Office Annual Tax Roll

Background:

Pursuant to the provisions of Chapter 8.08 of Title 8 of the City of Rolling Hills Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470, the City Council is authorized to levy the annual sanitation service charge and to have such charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

Discussion:

The following is a summary of the services and activities associated with the sanitation charge:

To protect public health and safety, the refuse contractor will provide and maintain all labor, equipment, material, supplies, supervision, and all other items necessary for the collection of all solid waste, recyclable materials, green waste, bulky items, and brush generated or accumulated within the City from residential premises and City Facilities. The services provided by the refuse contractor under this agreement shall be performed in a thorough and professional manner so that all customers are provided at all times with reliable, courteous, and high-quality solid waste management services. The refuse contractor will collect all properly placed solid waste, recyclable materials, and organic waste from the designated collection location of every residential premises in the City twice each week. Each year in spring, and again in the fall, the refuse contractor will collect an unlimited amount of bulky items and green waste from the designated collection location. In addition to the semi-annual bulky item and green waste collection events, the refuse contractor will provide customers with on-call collection for bulky items upon request. The refuse contractor shall collect one (1) bulky item per calendar year from each residential premise at no charge on an on-call basis. The refuse contractor will provide additional services as outlined in the agreement for residential solid waste management services.

For fiscal year 2026-27, the sanitation charge will be \$1,577.40 per parcel. The \$1,577.40 per parcel was established based on the actual costs to provide refuse services. The enclosed Sanitation Report

contains detailed information about the annual charge and the charge to be applied to the parcels. The City Council may order the implementation of a City sanitation service charge on the fiscal year 2026-27 property tax rolls by adopting the enclosed resolution with the attached Sanitation Report. Council action on the staff recommendation is required in order to place the annual charge on the tax roll. A notice of the July 27, 2026, public hearing was published in three City locations on July 16 (Attachment D).

Fiscal Impact:

The anticipated total revenue is approximately \$1,107,328, which is included in the 2026-27 Budget.

Recommendation:

Staff recommends that the City Council hold a public hearing and subsequently adopt Resolution No. 1419 placing the sanitation service charge on the annual County of Los Angeles Tax Roll.

Attachments:

1. Attachment A - FY 2026-27 Sanitation Report
2. Attachment B - FY 2026-27 Tax Roll
3. Attachment C - Parcel Map 20200724 with Roads
4. ResolutionNo1419 - FY26-27 Annual Refuse Assessment

ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) REPORT

Sanitation Service

The City of Rolling Hills proposes to collect funds to cover the expenses for the sanitation services provided to each property owner within the City. The following is a summary of the services and activities associated with the charges:

- To protect public health and safety, Contractor shall provide and maintain all labor, equipment, materials, supplies, supervision and all other items necessary for the Collection of all Solid Waste, Recyclable Materials, Green Waste, Bulky Items, and Brush generated or accumulated within the City from Residential Premises and City Facilities. The services provided by the Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Management Services.
- Contractor shall collect all properly placed Solid Waste, Recyclable Materials and Organic Waste from the designated collection location of every residential premises in the City twice each week.
- Each year on two consecutive Saturdays in April or May, and again on a Saturday in September or October, both as determined by the City, Contractor shall collect an unlimited amount of Bulky Items from the designated collection location.
- In addition to the semi-annual Bulky Item Collection events, Contractor shall provide Customers with on-call Collection for Bulky Items upon request. Contractor shall collect one (1) Bulky Item per calendar year from each Residential Premises at no charge on an on-call basis.
- Contractor will provide additional services as outlined in the Amended and Restated Agreement for Residential Solid Waste Management Services.

The frequency, extent, and/or level of the services identified herein may be modified based on available funding and priorities as determined by the City.

Sanitation Service Charge Calculation

For fiscal year 2026-27, the annual sanitation charge will increase from \$1,503.72 per parcel to \$1,577.40 based on the direct cost of providing the service, which includes a 4.9% increase from fiscal year 2025-26 pursuant to the City's existing solid waste franchise agreement

("Franchise Agreement") with Republic Services, which provides for inflationary increases in Solid Waste Service rates every July 1 due to the annual percentage increase in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, U.S. City Average, not seasonally adjusted, as determined by the United States Department of Labor, U.S. Bureau of Labor Statistics ("CPI").

Proposition 218 Considerations:

Proposition 218, which the voters of the State of California passed on November 5, 1996, contains requirements for the imposition of a fee or charge for property related services. Requirements for fees and charges are contained in Section 6 of Article XIII D.

Paragraph (b) describes the requirements for new, existing, or increased fees and charges as follows:

- (1) Revenues shall not exceed the funds required to provide the services.
- (2) Revenues shall not be used for any other purpose.
- (3) The amount of the fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.
- (4) No fee or charge may be imposed unless the service is actually used by or immediately available to the owner of the property in question.
- (5) No fee or charge shall be imposed for general governmental services, i.e. police, ambulance, library, where the service is available to the public at large in substantially the same manner as it is to the property owners.

This report and recommended charges comply with all five of these requirements:

1. Revenues generated by this charge will not exceed funds required to provide sanitation services and shall not be used for any other purpose, besides what has been described herein.
2. The sanitation charge does not exceed the proportional cost of providing service to the parcels in the City and the charge is for actual use by or immediately available to the owner of the property in question.

Boundary Diagram

The enclosed diagram shows the exterior boundaries of the territory within the City of Rolling Hills subject to the annual sanitation charges, which has the same boundaries of the City of Rolling Hills itself. Parcel identification, the lines and dimensions of each lot, and parcel and subdivision of land within the proposed sanitation services boundary described herein are identified and correspond to the Los Angeles County Assessor's Parcel Maps for

said parcels as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments, or parcel changes therein.

Reference is hereby made to the Los Angeles County Assessor's map for a detailed description of the lines and dimensions of each lot and parcel of land within the City of Rolling Hills subject to the proposed annual sanitation service charge to be levied on behalf of the City.

List of Assessor's Parcel Numbers to be levied with the proposed charge amounts:

Parcel Number	Land Use Description	Charge
See Attached	Residential	See Attached

7567001004	1503.72	238.92
7567001006	1503.72	
7567001007	1503.72	
7567001008	1503.72	
7567001010	1503.72	
7567001011	1503.72	
7567001013	1503.72	
7567001014	1503.72	
7567001016	1503.72	
7567001017	1503.72	
7567001018	1503.72	
7567002004	1503.72	
7567002005	1503.72	
7567002006	1503.72	
7567002007	1503.72	
7567002008	1503.72	
7567002009	1503.72	
7567002010	1503.72	
7567002011	1503.72	
7567002012	1503.72	
7567002013	1503.72	
7567002014	1503.72	
7567002015	1503.72	
7567002016	1503.72	
7567002017	1503.72	
7567002018	1503.72	
7567002019	1503.72	
7567002020	1503.72	
7567002021	1503.72	
7567002022	1503.72	
7567002023	1503.72	
7567002024	1503.72	
7567002025	1503.72	
7567002026	1503.72	
7567002027	1503.72	
7567002028	1503.72	
7567002029	1503.72	
7567002030	1503.72	
7567002031	1503.72	
7567002034	1503.72	
7567002035	1503.72	
7567002036	1503.72	
7567002037	1503.72	
7567003008	1503.72	
7567003009	1503.72	
7567003010	1503.72	
7567003011	1503.72	
7567003012	1503.72	
7567003013	1503.72	
7567003014	1503.72	
7567003015	1503.72	
7567003016	1503.72	
7567003017	1503.72	
7567003018	1503.72	

7567003019	1503.72
7567003020	1503.72
7567003021	1503.72
7567003022	1503.72
7567003023	1503.72
7567003024	1503.72
7567003025	1503.72
7567003026	1503.72
7567003027	1503.72
7567003028	1503.72
7567003029	1503.72
7567003030	1503.72
7567003031	1503.72
7567003032	1503.72
7567003033	1503.72
7567003034	1503.72
7567003035	1503.72
7567003036	1503.72
7567003037	1503.72
7567003038	1503.72
7567003039	1503.72
7567003040	1503.72
7567003041	1503.72
7567003042	1503.72
7567003043	1503.72
7567003044	1503.72
7567003045	1503.72
7567003046	1503.72
7567003047	1503.72
7567003048	1503.72
7567003049	1503.72
7567003050	1503.72
7567003051	1503.72
7567003052	1503.72
7567004007	1503.72
7567004008	1503.72
7567004009	1503.72
7567004010	1503.72
7567004011	1503.72
7567004012	1503.72
7567004013	1503.72
7567004014	1503.72
7567004015	1503.72
7567004016	1503.72
7567004017	1503.72
7567004018	1503.72
7567004019	1503.72
7567004020	1503.72
7567004023	1503.72
7567004024	1503.72
7567004025	1503.72
7567004026	1503.72
7567004027	1503.72
7567004028	1503.72

7567004029	1503.72
7567004030	1503.72
7567004031	1503.72
7567004032	1503.72
7567004033	1503.72
7567004034	1503.72
7567004035	1503.72
7567004036	1503.72
7567004037	1503.72
7567004038	1503.72
7567004039	1503.72
7567004040	1503.72
7567004041	1503.72
7567005010	1503.72
7567005011	1503.72
7567005012	1503.72
7567005013	1503.72
7567005014	1503.72
7567005015	1503.72
7567005016	1503.72
7567005017	1503.72
7567005018	1503.72
7567005019	1503.72
7567005020	1503.72
7567005021	1503.72
7567005022	1503.72
7567005023	1503.72
7567005024	1503.72
7567005025	1503.72
7567005027	1503.72
7567005028	1503.72
7567005029	1503.72
7567005030	1503.72
7567005031	1503.72
7567005032	1503.72
7567005033	1503.72
7567005034	1503.72
7567005035	1503.72
7567005036	1503.72
7567005037	1503.72
7567005038	1503.72
7567005039	1503.72
7567005040	1503.72
7567005041	1503.72
7567006002	1503.72
7567006003	1503.72
7567006008	1503.72
7567006011	1503.72
7567006012	1503.72
7567006013	1503.72
7567006015	1503.72
7567006016	1503.72
7567006017	1503.72
7567006018	1503.72

7567006019	1503.72
7567006020	1503.72
7567006021	1503.72
7567006022	1503.72
7567006023	1503.72
7567006024	1503.72
7567006026	1503.72
7567006027	1503.72
7567006028	1503.72
7567006029	1503.72
7567006030	1503.72
7567006031	1503.72
7567006032	1503.72
7567006033	1503.72
7567006034	1503.72
7567006035	1503.72
7567006036	1503.72
7567006037	1503.72
7567006038	1503.72
7567007003	1503.72
7567007004	1503.72
7567007005	1503.72
7567007006	1503.72
7567007007	1503.72
7567007008	1503.72
7567007009	1503.72
7567007010	1503.72
7567007011	1503.72
7567007012	1503.72
7567007013	1503.72
7567007014	1503.72
7567007016	1503.72
7567007017	1503.72
7567007018	1503.72
7567007019	1503.72
7567007020	1503.72
7567007021	1503.72
7567007022	1503.72
7567007023	1503.72
7567007024	1503.72
7567007025	1503.72
7567007026	1503.72
7567008007	1503.72
7567008008	1503.72
7567008009	1503.72
7567008010	1503.72
7567008011	1503.72
7567008014	1503.72
7567008015	1503.72
7567008016	1503.72
7567008020	1503.72
7567009005	1503.72
7567009006	1503.72
7567009009	1503.72

7567009010	1503.72
7567009012	1503.72
7567009013	1503.72
7567009014	1503.72
7567009015	1503.72
7567009016	1503.72
7567009017	1503.72
7567009018	1503.72
7567009019	1503.72
7567009020	1503.72
7567009021	1503.72
7567009022	1503.72
7567009023	1503.72
7567009024	1503.72
7567009025	1503.72
7567009026	1503.72
7567009027	1503.72
7567009029	1503.72
7567009030	1503.72
7567009031	1503.72
7567009032	1503.72
7567009033	1503.72
7567009034	1503.72
7567009035	1503.72
7567009036	1503.72
7567009038	1503.72
7567009039	1503.72
7567010009	1503.72
7567010012	1503.72
7567010014	1503.72
7567010016	1503.72
7567010017	1503.72
7567010018	1503.72
7567010019	1503.72
7567010020	1503.72
7567010022	1503.72
7567010023	1503.72
7567010024	1503.72
7567010025	1503.72
7567010026	1503.72
7567010027	1503.72
7567010028	1503.72
7567010029	1503.72
7567010030	1503.72
7567010031	1503.72
7567010032	1503.72
7567010033	1503.72
7567010034	1503.72
7567010035	1503.72
7567010036	1503.72
7567010037	1503.72
7567010042	1503.72
7567010043	1503.72
7567010045	1503.72

7567010046	1503.72
7567011014	1503.72
7567011015	1503.72
7567011016	1503.72
7567011018	1503.72
7567011019	1503.72
7567011021	1503.72
7567011022	1503.72
7567011023	1503.72
7567011024	1503.72
7567011027	1503.72
7567012016	1503.72
7567012021	1503.72
7567012022	1503.72
7567012023	1503.72
7567012024	1503.72
7567012025	1503.72
7567012027	1503.72
7567012028	1503.72
7567012029	1503.72
7567012030	1503.72
7567012031	1503.72
7567012032	1503.72
7567012033	1503.72
7567012034	1503.72
7567012037	1503.72
7567012039	1503.72
7567012040	1503.72
7567012041	1503.72
7567013006	1503.72
7567013008	1503.72
7567013009	1503.72
7567013010	1503.72
7567013011	1503.72
7567013012	1503.72
7567013013	1503.72
7567014002	1503.72
7567014003	1503.72
7567014004	1503.72
7567014006	1503.72
7567014007	1503.72
7567014008	1503.72
7567014009	1503.72
7567014010	1503.72
7567014012	1503.72
7567014018	1503.72
7567014019	1503.72
7567014021	1503.72
7567014022	1503.72
7567014023	1503.72
7567014024	1503.72
7567014025	1503.72
7567014026	1503.72
7567014027	1503.72

7567014028	1503.72
7567014031	1503.72
7567015001	1503.72
7567015002	1503.72
7567015003	1503.72
7567015004	1503.72
7567015005	1503.72
7567015006	1503.72
7567015007	1503.72
7567015008	1503.72
7567015011	1503.72
7567015012	1503.72
7567015013	1503.72
7567015014	1503.72
7567015015	1503.72
7567015016	1503.72
7567015017	1503.72
7567015018	1503.72
7567015019	1503.72
7567015020	1503.72
7567015024	1503.72
7567015026	1503.72
7567015027	1503.72
7567015034	1503.72
7567015035	1503.72
7567015037	1503.72
7567015039	1503.72
7567016010	1503.72
7567016011	1503.72
7567016012	1503.72
7567016013	1503.72
7567016014	1503.72
7567016015	1503.72
7567016016	1503.72
7567016017	1503.72
7567017010	1503.72
7567017011	1503.72
7567017012	1503.72
7567017013	1503.72
7567017016	1503.72
7567017019	1503.72
7567017020	1503.72
7567017021	1503.72
7567017022	1503.72
7567017023	1503.72
7567017027	1503.72
7567017028	1503.72
7567017029	1503.72
7567017030	1503.72
7567017031	1503.72
7567017032	1503.72
7567017033	1503.72
7567017034	1503.72
7567017036	1503.72

7567017037	1503.72
7567017038	1503.72
7567017039	1503.72
7567017040	1503.72
7567017041	1503.72
7567017042	1503.72
7567017043	1503.72
7567017044	1503.72
7567017046	1503.72
7567017047	1503.72
7567017048	1503.72
7567017051	1503.72
7567017052	1503.72
7567018001	1503.72
7567018002	1503.72
7567018003	1503.72
7567018004	1503.72
7567018005	1503.72
7567018006	1503.72
7567018007	1503.72
7567018008	1503.72
7567018009	1503.72
7567018010	1503.72
7567018011	1503.72
7567018012	1503.72
7567018013	1503.72
7567018014	1503.72
7567018015	1503.72
7567018016	1503.72
7567018017	1503.72
7567018018	1503.72
7567018019	1503.72
7567018020	1503.72
7567018021	1503.72
7567018022	1503.72
7567018023	1503.72
7567018024	1503.72
7567018025	1503.72
7567018028	1503.72
7567018029	1503.72
7567018030	1503.72
7567018031	1503.72
7567018032	1503.72
7567018033	1503.72
7567018034	1503.72
7567018036	1503.72
7567018037	1503.72
7569001004	1503.72
7569001005	1503.72
7569001006	1503.72
7569001007	1503.72
7569001008	1503.72
7569001009	1503.72
7569001014	1503.72

7569001015	1503.72
7569001016	1503.72
7569001017	1503.72
7569001018	1503.72
7569001021	1503.72
7569001023	1503.72
7569001024	1503.72
7569001025	1503.72
7569001026	1503.72
7569001027	1503.72
7569001028	1503.72
7569001029	1503.72
7569001030	1503.72
7569001031	1503.72
7569001032	1503.72
7569001033	1503.72
7569001034	1503.72
7569001035	1503.72
7569002002	1503.72
7569002005	1503.72
7569002006	1503.72
7569002007	1503.72
7569002008	1503.72
7569002010	1503.72
7569002011	1503.72
7569002012	1503.72
7569002013	1503.72
7569002014	1503.72
7569002015	1503.72
7569002016	1503.72
7569002017	1503.72
7569002018	1503.72
7569003001	1503.72
7569003002	1503.72
7569003003	1503.72
7569003006	1503.72
7569003007	1503.72
7569003010	1503.72
7569003011	1503.72
7569003013	1503.72
7569004002	1503.72
7569004004	1503.72
7569004005	1503.72
7569004006	1503.72
7569004011	1503.72
7569004012	1503.72
7569004013	1503.72
7569004015	1503.72
7569004017	1503.72
7569004018	1503.72
7569004020	1503.72
7569004021	1503.72
7569004024	1503.72
7569004025	1503.72

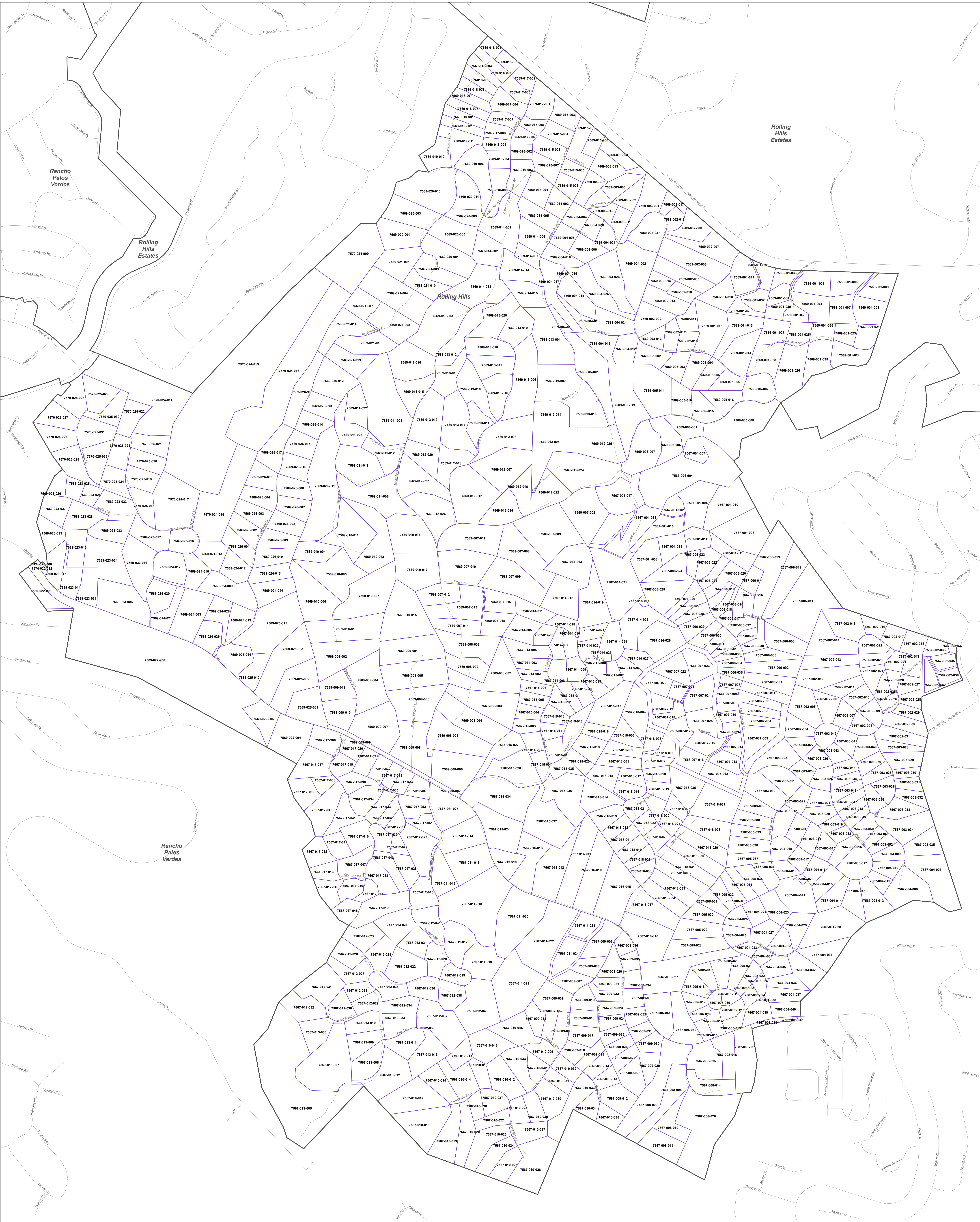
7569004027	1503.72
7569005001	1503.72
7569005002	1503.72
7569005003	1503.72
7569005004	1503.72
7569005005	1503.72
7569005006	1503.72
7569005007	1503.72
7569005010	1503.72
7569005013	1503.72
7569005014	1503.72
7569005015	1503.72
7569005016	1503.72
7569006001	1503.72
7569006006	1503.72
7569006007	1503.72
7569007002	1503.72
7569007003	1503.72
7569007008	1503.72
7569007009	1503.72
7569007010	1503.72
7569007011	1503.72
7569007012	1503.72
7569007013	1503.72
7569007014	1503.72
7569007015	1503.72
7569007016	1503.72
7569008002	1503.72
7569008003	1503.72
7569008004	1503.72
7569008005	1503.72
7569008006	1503.72
7569008008	1503.72
7569008009	1503.72
7569009001	1503.72
7569009002	1503.72
7569009004	1503.72
7569009005	1503.72
7569009006	1503.72
7569009007	1503.72
7569009008	1503.72
7569009010	1503.72
7569009011	1503.72
7569010004	1503.72
7569010005	1503.72
7569010006	1503.72
7569010007	1503.72
7569010010	1503.72
7569010011	1503.72
7569010012	1503.72
7569010015	1503.72
7569010016	1503.72
7569010017	1503.72
7569011006	1503.72

7569011011	1503.72
7569011012	1503.72
7569011015	1503.72
7569011016	1503.72
7569011022	1503.72
7569011023	1503.72
7569012004	1503.72
7569012007	1503.72
7569012008	1503.72
7569012012	1503.72
7569012015	1503.72
7569012016	1503.72
7569012017	1503.72
7569012018	1503.72
7569012019	1503.72
7569012020	1503.72
7569012024	1503.72
7569012026	1503.72
7569012027	1503.72
7569013001	1503.72
7569013003	1503.72
7569013006	1503.72
7569013007	1503.72
7569013010	1503.72
7569013011	1503.72
7569013012	1503.72
7569013013	1503.72
7569013014	1503.72
7569013015	1503.72
7569013016	1503.72
7569013017	1503.72
7569013018	1503.72
7569013019	1503.72
7569014001	1503.72
7569014002	1503.72
7569014003	1503.72
7569014004	1503.72
7569014005	1503.72
7569014006	1503.72
7569014007	1503.72
7569014013	1503.72
7569014014	1503.72
7569014015	1503.72
7569015002	1503.72
7569015003	1503.72
7569015004	1503.72
7569015005	1503.72
7569015006	1503.72
7569015007	1503.72
7569015008	1503.72
7569016001	1503.72
7569016002	1503.72
7569016003	1503.72
7569016004	1503.72

7569016008	1503.72
7569017001	1503.72
7569017002	1503.72
7569017003	1503.72
7569017004	1503.72
7569017005	1503.72
7569017006	1503.72
7569017007	1503.72
7569017008	1503.72
7569018001	1503.72
7569018002	1503.72
7569018003	1503.72
7569018004	1503.72
7569018005	1503.72
7569018006	1503.72
7569018007	1503.72
7569018008	1503.72
7569019001	1503.72
7569019002	1503.72
7569019006	1503.72
7569019010	1503.72
7569019011	1503.72
7569020001	1503.72
7569020003	1503.72
7569020005	1503.72
7569020009	1503.72
7569020010	1503.72
7569020011	1503.72
7569021004	1503.72
7569021005	1503.72
7569021007	1503.72
7569021008	1503.72
7569021009	1503.72
7569021010	1503.72
7569021011	1503.72
7569021018	1503.72
7569021019	1503.72
7569022004	1503.72
7569022005	1503.72
7569023006	1503.72
7569023011	1503.72
7569023012	1503.72
7569023013	1503.72
7569023014	1503.72
7569023015	1503.72
7569023016	1503.72
7569023017	1503.72
7569023023	1503.72
7569023024	1503.72
7569023025	1503.72
7569023026	1503.72
7569023027	1503.72
7569023028	1503.72
7569023031	1503.72

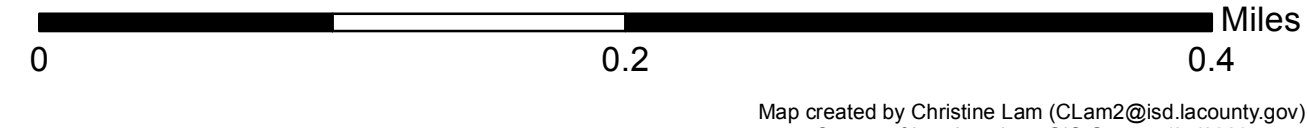
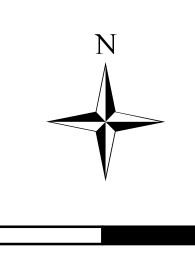
7569023033	1503.72
7569024003	1503.72
7569024009	1503.72
7569024012	1503.72
7569024013	1503.72
7569024014	1503.72
7569024015	1503.72
7569024016	1503.72
7569024017	1503.72
7569024019	1503.72
7569024020	1503.72
7569024021	1503.72
7569024028	1503.72
7569024029	1503.72
7569025001	1503.72
7569025002	1503.72
7569025003	1503.72
7569025010	1503.72
7569025014	1503.72
7569025015	1503.72
7569026001	1503.72
7569026002	1503.72
7569026003	1503.72
7569026004	1503.72
7569026005	1503.72
7569026006	1503.72
7569026007	1503.72
7569026008	1503.72
7569026009	1503.72
7569026010	1503.72
7569026011	1503.72
7569026012	1503.72
7569026013	1503.72
7569026014	1503.72
7569026015	1503.72
7569026016	1503.72
7569026017	1503.72
7570024011	1503.72
7570024024	1503.72
7570025018	1503.72
7570025019	1503.72
7570025020	1503.72
7570025021	1503.72
7570025023	1503.72
7570025024	1503.72
7570025025	1503.72
7570025026	1503.72
7570025027	1503.72
7570025028	1503.72
7570025029	1503.72
7570025030	1503.72
7570025031	1503.72
7570025032	1503.72

1054107.7



City of Rolling Hills Parcel Map

- Roads
- Parcel Boundaries
- City Boundaries



Map created by Christine Lam (CLam2@ed.sccity.gov)
County of Los Angeles eGIS Group 7/24/2020

RESOLUTION NO. 1419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS CONFIRMING THE LEVYING OF AN ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE FOR FISCAL YEAR 2026-27 PURSUANT TO CHAPTER 8.08 OF TITLE 8 OF THE CITY OF ROLLING HILLS MUNICIPAL CODE AND FINDING THE SAME EXEMPT FROM THE ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Chapter 8.08 of Title 8 of the City of Rolling Hills Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470, the City Council is authorized to levy the annual sanitation service charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

SECTION 2. The City Manager prepared and filed a written report containing a description of each parcel of real property within the City to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for fiscal year 2026-2027 in conformity with Section 8.08.230 of the City of Rolling Hills Municipal Code and approved such Report as filed.

SECTION 3. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the levy and collection of the proposed charge for fiscal year 2026-27. All interested persons were afforded the opportunity to hear and be heard. The City Council considered all oral statements and all written protests made or filed by any interested person. A majority protest does not exist against the annual levy of the sanitation service charge and all oral and written protests to the levy and collection of the proposed charge for fiscal year 2026-27 are hereby overruled by the City Council.

SECTION 4. Based upon its review of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that (i) each parcel in the City benefits from receiving sanitation service (ii) the net amount to be assessed upon each parcel of real property for fiscal year 2026-27 in accordance with the Report is apportioned by a formula and method that fairly distributes the net amount among all assessable parcels in proportion to the estimated benefits received by each parcel, and (iii) no charge is imposed on any parcel that exceeds the reasonable cost of the benefits conferred on that parcel.

SECTION 5. Parcels that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California or the United States

shall be charged unless the City demonstrates by clear and convincing evidence that such parcels receive no benefit from the proposed service.

SECTION 6. As set forth in the Report, the annual sanitation service charge is in compliance with the provisions of the City of Rolling Hills Municipal code and Article XIID of the California Constitution and the City Council has complied with all laws pertaining to the levy of an annual charge pursuant to the City of Rolling Hills Municipal Code and Article XIID of the California Constitution.

SECTION 7. The annual sanitation service charge is levied without regard to property valuation.

SECTION 8. The City Council hereby finds and determines that the cost of the service that is financed by the annual sanitation service charge for fiscal year 2026-27 is approximately \$1,107,328.

SECTION 9. The City Council hereby determines and imposes the annual sanitation service charge for fiscal year 2026-27, at the rates set forth in the Report of \$1,577.40 per parcel, which is in compliance with the provisions of the City of Rolling Hills Municipal code and Article XIID of the California Constitution.

SECTION 10. The adoption of this resolution constitutes the levy of an annual sanitation service charge against parcels of property in the City of Rolling Hills for the fiscal year commencing July 1, 2026 and ending June 30, 2027.

SECTION 11. This action is statutorily exempt from the environmental review requirements of the California Environmental Quality Act ("CEQA") pursuant to Section 15378 and Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(b)(8) because (i) the increase in charges are for the purpose of meeting operational and maintenance expenses of the aforementioned services and (ii) the charges constitute the creation of a funding mechanism/other governmental fiscal activity, which does not involve any commitment to any specific project that may result in potential significant physical impact on the environment.

SECTION 12. The County Auditor of Los Angeles County shall enter on the County Assessment Roll opposite each parcel of land the amount of the annual sanitation service charge, and such charge, and each installment of the charge, shall be collected in the same manner, and shall be subject to the same penalties and priority of lien as, other charges and taxes fixed and collected by, or on behalf of the City. After collection by the County, the net amount of the charge, after deduction of any compensation due the County, shall be paid to the Finance Director.

SECTION 13. The Finance Director shall deposit all money representing charges collected by the County to the credit of the Rolling Hills Refuse Fund.

SECTION 14. The City Clerk is hereby authorized and directed to file the Boundary Diagram and the list of actual Parcel Charges (a listing of the Assessor's Parcel Numbers and the amount to be levied on each parcel) with the County Auditor, together with a certified copy of this Resolution upon its adoption, in addition to any additional information the County Auditor required to collect the charge with the County taxes.

SECTION 15. A certified copy of this resolution and a copy of the Report and the actual Parcel Charges (a listing of the Assessor's Parcel Numbers and the amount to be levied on each parcel) shall be filed in the office of the City Clerk and open to public inspection.

PASSED, APPROVED and ADOPTED this 27th day of July 2026.

Bea Dieringer
Mayor

ATTEST:

Christian Horvath
City Clerk

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

The foregoing Resolution No. 1419 entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROLLING HILLS CONFIRMING THE LEVYING OF
AN ANNUAL SANITATION (GARBAGE AND REFUSE
COLLECTION) SERVICE CHARGE FOR FISCAL YEAR
2026-27 PURSUANT TO CHAPTER 8.08 OF TITLE 8 OF
THE CITY OF ROLLING HILLS MUNICIPAL CODE AND
FINDING THE SAME EXEMPT FROM THE
ENVIRONMENTAL QUALITY ACT**

was approved and adopted at a regular meeting of the City Council on the 27th day of
July, 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHRISTIAN HORVATH
CITY CLERK



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 11.B.

Meeting Date: 7/27/2026

To: City Council
From: Whitney Berry, Planning Manager
Thru: Karina Bañales, City Manager
Subject: Introduction and First Reading of Ordinance 390, a City-initiated Zoning Code Amendment to amend sections of Title 17 (Zoning Code) of the Rolling Hills Municipal Code.

Background:

On July 28, 2025, the City Council adopted Ordinance No. 386, which amended Chapter 17.16 to amend residential height limits in the City. The City's currently adopted ordinance establishes a maximum building height of 21 feet for residential structures and 23 feet for barns citywide (Attachment B). Following discussion on April 13, 2026, the City Council directed that the matter be referred to the Planning Commission for consideration and discussion regarding a potential residential structure height limit for Williamsburg Lane not to exceed 25 feet. No changes were recommended to the existing barn height limitation.

On April 13, 2026, the City Council considered a staff report regarding structure height standards for Williamsburg Lane and discussed whether the City's recently adopted height regulations remain appropriate for that neighborhood. As outlined in the April 13, 2026, staff report (Attachment A), the discussion included consideration of existing Williamsburg Lane development patterns, the Rolling Hills Community Association (RHCA) Building Regulations, and the RHCA Williamsburg Design Study (2025).

On May 19, 2026, the Planning Commission adopted Resolution 2026-09 (Attachment B) recommending that the City Council adopt proposed Ordinance No. 390 establishing a new 25-foot height limit for single-family residences on Williamsburg Lane.

Discussion:

The City is considering a zoning text amendment to establish a new maximum 25-foot building height for single-family residences located on Williamsburg Lane, while maintaining the existing 21-foot height limit for single-family residences elsewhere in the City and the 23-foot height limit for barns. The Rolling Hills Community Association (RHCA) provided two documents that speak to the unique development patterns of Williamsburg Lane: Building Regulations for Williamsburg Lane (Attachment C) and the Williamsburg Design Study (Attachment D). In their considerations, the City Council expressed a desire to preserve and enhance the character of Williamsburg Lane while providing

flexibility as it relates to residential building height. As properties located on Williamsburg Lane continue to be updated and improved, this measure would help ensure that new construction is compatible with the unique character of this neighborhood and responsive to the orientation and topography of the lots on Williamsburg Lane.

Ordinance No. 390 (Attachment A) would implement this amendment to the zoning code. Public feedback and further discussions will play a crucial role in shaping the final version of this ordinance.

Fiscal Impact:

None.

Recommendation:

Open the public hearing, receive public testimony, close the public hearing, and by motion: find that the adoption of the proposed Ordinance No. 390 is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17; and introduce for first reading by title only Ordinance No. 390 regarding the height limit of single-family residential homes located on Williamsburg Lane.

Attachments:

1. Attachment A - Ordinance No. 390 Williamsburg Lane Height Limit Ordinance_F
2. Attachment B - PCReso2026-09_WilliamsburgResidentialHeightLimit_F_E
3. Attachment C - RHCA Building Regulations - Williamsburg Lane
4. Attachment D - RHCA Williamsburg Design Study

ORDINANCE NO. 390

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 17.16 OF TITLE 17 OF THE ROLLING HILLS MUNICIPAL CODE TO AMEND THE RESIDENTIAL HEIGHT LIMIT FOR LOTS ON WILLIAMSBURG LANE, AND FINDING THE ORDINANCE TO BE CATEGORICALLY EXEMPT FROM CEQA.

WHEREAS, the City of Rolling Hills, California (“City”) is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, the City is a semi-rural hillside community, characterized by predominantly single-story California ranch-style homes, large parcels with open space, and an abundance of equestrian facilities; and

WHEREAS, one of the unique features of the City is the uniformity of homes throughout the years, which are typically limited to one story in height; and

WHEREAS, in recent years, many homes have been constructed to maximize the building area on the lot, including increased height and a greater amount of grading to prepare many of the steeper properties for a structure; and

WHEREAS, these trends have significantly altered the community’s character and affect surrounding properties, creating a high level of concern among residents related to development and design compatibility issues; and

WHEREAS, the residential developments on Williamsburg Lane are of a different architectural style and character than other residences in the City; and

WHEREAS, the City Council desires to preserve and enhance the character of Williamsburg Lane by providing flexibility as it relates to residential building height; and

WHEREAS, pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, safety, and welfare; and

WHEREAS, the City Council desires to amend the Rolling Hills Municipal Code to modestly increase the height limit on residential developments on Williamsburg Lane in the City; and

WHEREAS, on June 16, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Ordinance, wherein it considered the staff report, supporting documents, public testimony, and all appropriate information submitted with the Ordinance; and

WHEREAS, on _____, 2026, the City Council conducted a duly noticed public hearing to consider the Ordinance, wherein it considered the staff report and supporting documents,

Planning Commission’s recommendation, public testimony, and all appropriate information submitted with the Ordinance; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

Section 1. Incorporation of Recitals. The recitals above are incorporated by reference and adopted as findings by the City Council.

Section 2. CEQA. The City Council finds that this Ordinance is determined to be categorically exempt from CEQA under Section 15061(b)(3) of the State CEQA Guidelines, which applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposed Ordinance does not involve physical changes to the environment but rather regulates the height of residential developments. Since it does not result in any direct or indirect physical changes to the environment, there is no possibility that it could have a significant environmental impact.

Section 3. General Plan. The City Council finds that this Ordinance is consistent with the goals and policies of the Rolling Hills General Plan. The proposed Ordinance is consistent with Housing Element Goal 2 “*Maintain and enhance the quality of residential neighborhoods in Rolling Hills,*” in support of the following policies:

Policy 2.1: Encourage and assist in the maintenance and improvement of existing homes to maintain optimum standards of housing quality and design.

Policy 2.3: Require compatible design to minimize the impact of residential redevelopment on existing residences.

By imposing a less restrictive height limit on residential development on Williamsburg Lane, this Ordinance will ensure future development is compatible with the surrounding neighborhood and environment.

Section 4. The Development Standard table in Section 17.16.060 of Title 17 of the Rolling Hills Municipal Code is hereby amended, with additions in underline and deletions in ~~strikethrough~~, as follows:

<u>Development Standard</u>	Zone District	
	RA-S-1	RA-S-2
4. Height Limitation	One story, no greater than 25’ for lots on Williamsburg Lane, and no greater than 21’ for all other lots in the City. Mezzanines and lofts are not permitted. Stables and barns shall be no greater than 23’ (see Section 17.16.080)	

Section 5. Section 17.16.080 of Title 17 of the Rolling Hills Municipal Code is hereby amended, with additions in underline and deletions in ~~strikethrough~~, as follows:

17.16.080 - Height limitation.

- A. General Limitation. A building or structure shall have no more than one story, meaning that there shall be no story on top of another, except as specified in subsection (B) below.
1. The maximum height permitted from the finished floor to the highest peak of the structure shall be no greater than twenty-five (25) feet on lots located on Williamsburg Lane, and no greater than twenty-one (21) feet on all other lots in the City; and in no event shall the maximum height permitted for stables and barns (inclusive of any loft or storage area) exceed twenty-three (23) feet measured from the finished floor to the highest peak. For purposes of this subsection (A)(1), the height measurement shall be exclusive of projecting architectural features as defined in Section 17.12.160.
 2. The maximum height permitted from finished floor of any building or structure to finished grade is five feet. The difference between the finished grade and the finished floor level across any elevation shall average no more than two and one-half feet, with maximum difference of five feet.
- B. Exceptions:
1. A one-story primary residence is permitted over a basement. For the purpose of this section primary residence includes a garage attached to the main residence by a solid wall.
 2. Stables may have a loft, subject to the requirements of Chapter 17.18 of this title.
 3. A storage area, as defined in Section 17.12.190 "S" may be located above or below a story.

Section 6. The City Council's actions are made upon review of the Planning Commission's recommendation, the Staff Report, all oral and written comments, and the documentary evidence presented on the Ordinance.

Section 7. Effective Date. This Ordinance takes effect 30 days following its adoption.

Section 8. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or application of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

Section 10. Custodian of Records: The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are

located at Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California 90274. The Director of Planning and Community Services is the custodian of records for the record of proceedings.

PASSED, APPROVED AND ADOPTED THIS ____th DAY OF _____ 2026.

BEA DIERINGER, MAYOR

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 Civil Procedure Section 1094.6.

RESOLUTION NO. 2026-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING CHAPTER 17.16 OF TITLE 17 OF THE ROLLING HILLS MUNICIPAL CODE TO AMEND THE RESIDENTIAL HEIGHT LIMIT FOR WILLIAMSBURG LANE, AND FINDING THE ORDINANCE TO BE CATEGORICALLY EXEMPT FROM CEQA.

WHEREAS, the City of Rolling Hills, California (“City”) is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, the City is a semi-rural hillside community, characterized by predominantly single-story California ranch-style homes, large parcels with open space, and an abundance of equestrian facilities; and

WHEREAS, one of the unique features of the City is the uniformity of homes throughout the years, which are limited to one story in height, with few exceptions; and

WHEREAS, in recent years, many homes have been constructed to maximize the building area on the lot, including increased height and a greater amount of grading to prepare many of the steeper properties for a structure; and

WHEREAS, these trends have significantly altered the community’s character and affect surrounding properties, creating a high level of concern among residents related to development and design compatibility issues; and

WHEREAS, on April 13, 2026, the City Council considered a staff report regarding structure height standards for Williamsburg Lane and directed staff to work with the Planning Commission to consider residential building heights on Williamsburg Lane; and

WHEREAS, at the May 19, 2026, Planning Commission meeting, City staff presented their report for discussion, whereby the Planning Commission, pursuant to Section 17.50.020 of the Rolling Hills Municipal Code (“RHMC”), directed City staff to draft an ordinance updating the RHMC to impose a new height limit on residential buildings located on Williamsburg Lane; and

WHEREAS, on June 4, 2026, the City gave public notice of the public hearing for Ordinance No. 390 by publishing to the City’s website and posting the notice in three locations within the City; and

WHEREAS, on June 16, 2026, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning Ordinance No. 390.

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

SECTION 1. Incorporation of Recitals. The Planning Commission hereby finds and determines that the Recitals above are true and correct and incorporated herein.

SECTION 2. CEQA. The Planning Commission finds that the Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to the following sections of the State CEQA Guidelines: Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), Section 15060(c)(3) (the activity is not a project as defined in Section 15378(a) because it does not have the potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) (the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment). Specifically, the Ordinance does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment because it involves imposing a maximum building height on residential development and does not propose nor authorize any action that would have the potential to cause a physical change in the environment, directly or indirectly. Therefore, the Ordinance is not subject to CEQA.

SECTION 3. General Plan. Based on the entire record before the Planning Commission, including all written and oral evidence presented, the Planning Commission hereby that this Ordinance is consistent with the goals and policies of the Rolling Hills General Plan. The proposed Ordinance is consistent with Housing Element Goal 2 *"Maintain and enhance the quality of residential neighborhoods in Rolling Hills,"* in support of the following policies:

Policy 2.1: Encourage and assist in the maintenance and improvement of existing homes to maintain optimum standards of housing quality and design.

Policy 2.3: Require compatible design to minimize the impact of residential redevelopment on existing residences.

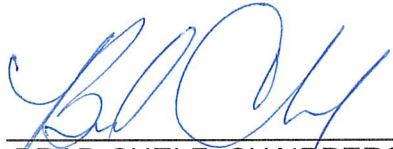
By imposing a height limit on residential development in the City, this Ordinance will ensure future development is compatible with the surrounding neighborhood and environment.

SECTION 4. Recommendation. Based on the foregoing recitals and findings, the Planning Commission hereby recommends that the City Council approve and adopt the proposed Ordinance, attached as Exhibit "A" hereto and incorporated herein by reference.

SECTION 5. Certification. The Planning Commission Chair shall sign and the Secretary shall attest to the adoption of this Resolution.

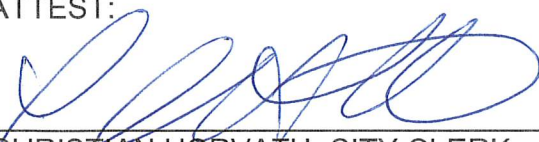
SECTION 6. Effective Date. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of June, 2026.



BRAD CHELF, CHAIRPERSON

ATTEST:



CHRISTIAN HORVATH, CITY CLERK

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

I certify that the foregoing Resolution No. 2026-09 entitled:

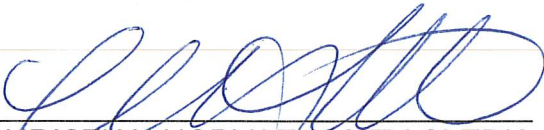
**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF ROLLING HILLS RECOMMENDING THE CITY
COUNCIL ADOPT AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING
CHAPTER 17.16 OF TITLE 17 OF THE ROLLING HILLS
MUNICIPAL CODE TO AMEND THE RESIDENTIAL HEIGHT
LIMIT FOR WILLIAMSBURG LANE, AND FINDING THE
ORDINANCE TO BE CATEGORICALLY EXEMPT FROM CEQA.**

was approved and adopted at a regular meeting of the Planning Commission on June
16, 2026, by the following roll call vote:

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

And in compliance with the law of California was posted at the following:

Administrative Offices.


CHRISTIAN HORVATH, CITY CLERK

RHCA BUILDING REGULATIONS – WILLIAMSBURG LANE

- b. There shall be no Williamsburg or Colonial style homes, except on Williamsburg Lane. Additions to existing residences on Williamsburg Lane must conform to designs on that street. Such houses:
 - i. Are Colonial dwellings, white in color with clapboard siding, have white, earth tone, or Association approved trim.
 - ii. Are generally symmetrical in design with evenly balanced windows around a single front door.
 - iii. Have steeply pitched roofs with narrow rake overhangs and boxed in eaves.
 - iv. Have true divided lite windows.
- c. Design must be of a type or kind as will, in the opinion of the Architectural Committee, be appropriate to its site, harmonize with the surrounding environment, and maintain the quality of the neighborhood.
- d. The design must be viewed as reasonably good of its kind.
- e. Any improvement, whether proposed to be temporary, portable, or permanent, shall meet the standards set forth for permanent structures.
- f. Plans for new residences shall provide a minimum living space of 1300 square feet of floor space, exclusive of garages, porches, and terraces.
- g. Each residence shall have a fully enclosed garage with a minimum capacity for two cars. Garages may not exceed 25% of the footprint of the living area and must be proportionate to the residence. Porte cocheres do not fulfill the two car requirement. Carports are not permitted. Guest houses require additional garage space in the above-referenced garage, attached to the main dwelling. Residences over 4500 square feet, excluding basement area, are required to have a fully enclosed garage with a minimum capacity for three cars.
- h. The construction or erection of an accessory building, swimming pool, or tennis court may not precede construction of the residential building.
- i. Building designs which create a two-story appearance are not allowed.
- j. Basement walls, foundations, or retaining walls must be of a height and design which harmonizes with the proposed residence or addition.
- k. There shall be no habitable space under any accessory building.

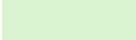
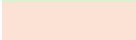
- l. The maximum height permitted from finished floor level of residence to finished grade is 5'. The difference between the finished grade and finished floor level across one elevation should average no more than 2-1/2' with maximum difference of 5'.
- m. To help maintain the low rambling nature of ranch architecture, plate heights are limited and strictly enforced. While the recommended plate height for a residence is 8'6", taller plates are allowed on a case by case basis if harmonious with the design and massing of the overall residence.
 - i. Plate heights are measured from the finished floor level to the top of the wall. If a porch is present, the plate height is measured from the finish floor to the top of the beam. (See Appendix L "Illustrations of Plate Height")
 - ii. The following percentages are the allowable limits for plate heights above 8'6": (Percentages of plate height are calculated by the linear footage of the perimeter.)
 - 1) Minimum of 50% of the residence must have plate heights of 8'6" or lower,
 - 2) Up to 30% of the residence may have a plate height up to 9'6, **
 - 3) Only 20% of the residence may have a plate height up to 10'6. **

** Maximum plate heights may be limited and are considered on a case by case basis to assure the massing of the overall residence is good of its kind.
 - iii. RHCA approvals shall be on a case by case basis and one or more of the above may be modified by the Architectural Committee with the intent of promoting reasonably good of its kind.
- n. All residences must have an enclosed service yard, not less than 8' x 12', or an approved shape, not less than 96 square feet, which shall be enclosed by a fence or wall at least 6' high. Such yards are to be inconspicuous to neighbors and streets and located so as to be convenient for trash storage and collection.



Williamsburg Lane Residence Study
 2025

Address	Residence Size (including garage)	Roof Pitch		Ridge Height	Dormers		Recent Remodel	Plate Heights			
		Main Pitch	Other	Max Height	Front	Rear		8'6"	9'6"	10'6"	OVER
1 Williamsburg	5,062	11:12	4:12	20'	0	0	1986	29%	55%	16%	
2 Williamsburg	3,630	12:12	4:12	21'	0	0	1986	81%	19%		
3 Williamsburg	4,383	10:12	4:12	18'6"	2	1	1982	72%	28% (8'9")		
4 Williamsburg	4,617	7:12		23'6"	0	0	2004	63%		37% (9'9")	
5 Williamsburg	4,997	12:12	4:12	29'	4	0	1989	4%	79%		17% (11')
6 Williamsburg	3,377	8:12	3 or 4:12	21'	0	0	1996	100%			
7 Williamsburg	4,653	11:12	?	20'	0	0	1987	92%	8%		
8 Williamsburg	4,739	9:12	7:12	18'	0	0	1981	94%		6%	
9 Williamsburg	4,327	8:12	4:12	20'	4	6	2022	100%			
10 Williamsburg	3,173	8:12		19'	0	0	2020	57%	30%	13%	
12 Williamsburg	5,655	10:12		23'6"	0	0	1999	52%	48%		
14 Williamsburg	3,701	8:12		17'6"	0	0	2002	100%			
16 Williamsburg	3,175	12:12	4:12	25'	0	5	2022	42%	55%	3%	

 Plate heights comply w/ regulations
 Plate heights do not comply



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.A.

Meeting Date: 7/27/2026

To: City Council
From: Samantha Crew, Management Analyst
Thru: Karina Bañales, City Manager
Subject: Review of Public Feedback and Consideration of the Portuguese Bend Road and Saddleback Road Locations for Two Additional Outdoor Emergency Sirens

Background:

In September 2024, the City completed the installation of three outdoor emergency sirens at City Hall, Los Angeles County Fire Station 56, and the Crest Road East Gate. The sirens provide an additional means of notifying individuals who may be outdoors or otherwise unable to receive emergency alerts through their mobile devices.

Subsequent testing and coverage evaluations identified areas where outdoor siren audibility could be improved. Based on this analysis, the City Council authorized staff to proceed with a fourth siren at the garden triangle located at Upper Blackwater Canyon Road and Portuguese Bend Road. Staff and the City's siren consultant, HQE Systems, Inc. (HQE), also evaluated locations for two additional sirens to improve coverage in the Chesterfield/Poppy Trail and Ringbit/Southfield/Flying Triangle areas.

The City Council initially considered single 50-foot poles, consistent with the approximate height of the City's three existing sirens, within the Chesterfield Road and Ringbit Road West cul-de-sacs. In response to concerns regarding potential view impacts, the Council directed staff to explore alternative locations and configurations, including the use of two 30-foot poles in each coverage area. HQE advised that 30-foot poles would provide less effective sound propagation and could direct sound more immediately toward nearby properties rather than distributing it more broadly over the City's terrain and vegetation. HQE therefore advised that the 30-foot configurations would not provide the most effective or appropriate solution.

Following an in-depth analysis, HQE identified a location on Saddleback Road near the Davidson Trailhead that would serve the Chesterfield area while also improving coverage near Poppy Trail. HQE also identified a location on Portuguese Bend Road within the Flying Triangle, north of Ranchero Road, that would serve the Ringbit, Southfield, and Flying Triangle areas.

On June 22, 2026, the City Council directed staff to conduct community outreach and temporary visual mock-ups at the proposed Saddleback Road and Portuguese Bend Road locations before

returning to the Council for a final decision. Accordingly, staff held six on-site sessions on July 13, 14, and 15, 2026, where residents could view the proposed locations and approximate pole heights and provide feedback. The temporary yellow mock-up pole was used solely for demonstration purposes and did not represent the appearance of the proposed permanent wooden poles, which would resemble utility poles. Feedback gathered through this process is provided for the City Council's consideration in determining whether and where to install the two additional sirens.

Discussion:

The proposed Portuguese Bend Road and Saddleback Road sirens would supplement the City's existing emergency notification infrastructure and improve the geographic distribution of outdoor emergency notifications. In planning the system's expansion, the City has sought to provide reasonably equitable coverage throughout the community by identifying geographic gaps and evaluating locations that would extend notifications to underserved areas. Because siren audibility may be affected by topography, weather conditions, and structures, no location can guarantee uniform coverage.

Over the last several years, HQE and City staff have conducted an extensive search for suitable siren locations, evaluating more than 50 potential sites throughout the City. Potential locations were assessed based on anticipated coverage, topography, accessibility, and proximity to residences. Based on its current assessment of the remaining geographic coverage gaps, HQE has identified the Portuguese Bend Road and Saddleback Road sites as the most viable locations. A map illustrating the locations evaluated to date is included as Attachment A to this report.

Placement within an existing easement or another location where installation and access rights can be secured is an important consideration. Such placement allows HQE personnel to install, inspect, maintain, and repair the equipment without relying on access through portions of private property outside the established easement area. Moving a pole farther from the roadway may require additional site preparation, specialized installation equipment, and expanded access for installation and future servicing, which would increase project costs. Lowering a pole, or positioning it within dense vegetation would also reduce sound propagation and the siren's effectiveness. This was observed at Fire Station 56 site, where placing the pole below the roadway and reducing its effective height limited sound propagation. Accordingly, opportunities to visually screen a siren must be weighed against coverage, accessibility, serviceability, installation costs, and long-term performance.

Selecting locations for emergency warning infrastructure requires the City Council to balance communitywide public safety objectives with potential site-specific impacts. Because the effectiveness of an outdoor siren system depends on location, topography, and geographic distribution, suitable locations may present visual, noise, or compatibility concerns for nearby properties. These are inherently difficult decisions, and the following summaries provide the community feedback received regarding each proposed location.

Community Outreach

Staff used the communication methods available in an effort to reach as many residents as possible and notify them of the mock-up sessions. Notices were emailed to residents in the vicinity of the proposed locations for whom the City had email addresses, and information regarding the mock-ups was also distributed through the City's Blue Newsletter. Because the City does not maintain a comprehensive email directory that can be continuously verified as current, staff could not ensure direct email delivery to every nearby property owner or resident. Nevertheless, staff made every reasonable effort to provide broad notice and multiple opportunities for residents to view the proposed locations and provide feedback.

Portuguese Bend Road Mock-Up Summary

Residents, local Block Captains, and members of the City Council attended the Portuguese Bend Road mock-up sessions. Feedback received included:

- Block Captains and other attendees expressed support for the proposed location and general enthusiasm for the expansion of the siren system.
- Residents expressed concerns regarding visual impacts, potential sound levels, the stability of the surrounding ground, and the overall appearance of the pole.
- One resident expressed concern that the City was proceeding without first considering community feedback. Staff clarified that the mock-ups were conducted specifically to gather resident input and that all feedback would be presented to the City Council before any decision regarding pole placement.
- Residents asked whether the siren could be located farther up the hillside on a shorter pole or positioned beneath or closer to existing trees to reduce its visibility.
- Alternative locations suggested by residents included the entrance to Pinto Road and an area near Running Brand Road.
- Members of the City Council attended at various times to observe the mock-up and hear community feedback.

Some residents placed their concerns within the broader context of the ongoing land movement, utility disruptions, and other infrastructure-related challenges affecting the Portuguese Bend area. Following the recent installation of above-ground gas lines, which involved several months of construction activity and difficulties coordinating with the utility provider, these residents conveyed a sense of fatigue with additional infrastructure projects in their neighborhood. Some also expressed skepticism about whether emergency assistance would be available during a major incident and, consequently, questioned the benefit of installing a siren in the area. This feedback reflects concerns extending beyond the proposed pole itself and provides important context for the City Council's consideration of the community response to this location.

As of the preparation of this report, staff had also received written correspondence from the owner of an undeveloped property adjacent to the proposed siren location. The property owner expressed opposition to the location based on concerns regarding visual impacts, compatibility with potential future development, sound and testing, and possible effects on the property's future use and value. The property owner requested that the City evaluate alternative locations that could meet the City's emergency notification objectives while minimizing impacts on neighboring properties. The correspondence is included as an attachment to this report (Attachment B).

Following its consideration of the public feedback and the public safety benefits of the proposed location, the City Council may direct staff to proceed with the Portuguese Bend Road location. Staff would then complete the necessary site, engineering, permitting, and property authorization work before installation.

Alternatively, the Council may direct staff to reconsider either of the previously evaluated locations for this area or direct staff to continue working with HQE to explore other potential locations:

- The Ringbit Road cul-de-sac; or
- The corner of Ringbit Road and Southfield Road, behind the mailboxes.

Saddleback Road Mock-Up Summary

- Residents, local Block Captains, and members of the City Council attended the Saddleback Road mock-up sessions. Feedback received included:
- Local Block Captains and other residents expressed support for the proposed location and the expansion of the siren system.
- One resident asked whether the pole or siren could affect horses entering or using the adjacent trail.
- Other attendees asked general questions regarding the proposed location, the purpose of the mock-up, and the siren project.
- Members of the City Council attended at various times to observe the mock-up and hear community feedback.

Based on the feedback received during the mock-up sessions, staff did not receive significant concerns or objections regarding the proposed Saddleback Road location.

Alternatively, the Council may direct staff to reconsider the previously evaluated installation of a 50-foot siren pole within the Chesterfield Road cul-de-sac or direct staff to continue working with HQE to explore other potential locations.

Next Steps

If the City Council directs staff to proceed with the Portuguese Bend Road and/or Saddleback Road locations, staff will work with HQE to begin the necessary easement licensing, engineering, permitting, and installation coordination. Installation would remain subject to confirming site feasibility and obtaining all necessary approvals, including agreements required from the Rolling Hills Community Association.

Staff will return at a future City Council meeting to present an updated project timeline, including SAFE Unit and systemwide testing, installation of the Upper Blackwater Canyon Road siren, and installation of any additional sirens approved by the City Council as part of its consideration of this item.

Conclusion

The sirens are reserved for significant emergencies requiring immediate community awareness, such as a rapidly advancing wildfire, an evacuation warning or order, a shelter-in-place order, or another imminent threat to life and safety. They are not intended to replace Alert SouthBay, the SAFE Network, door-to-door notifications, or other emergency communication methods. Instead, they provide an additional layer of redundancy if electricity, internet service, cellular networks, or other communication systems are disrupted.

Fiscal Impact:

The City has an existing agreement with HQE for the Upper Blackwater installation, with equipment costs totaling approximately \$48,336. If the City Council elects to proceed with the two additional siren locations, completing all three installations concurrently is expected to be more cost-effective than installing them separately. A coordinated installation would allow the City to realize efficiencies associated with HQE staffing, mobilization, and the use of heavy equipment, thereby avoiding certain duplicated costs that could result from separate installations.

The cost estimate provided by HQE in January 2026 included potential installations at Upper Blackwater Canyon Road, Chesterfield Road, and the Ringbit Road/Flying Triangle area, including various pole-height and location alternatives and a breakdown of HQE and City responsibilities. HQE

will need to provide an updated estimate reflecting the locations currently under consideration and current pricing. The updated estimate is forthcoming.

As previously agreed upon, HQE will cover 100% of labor, and other direct costs. The City is responsible for equipment costs only (Attachment C). Below is the estimated cost for each pole.

One (1) 50 ft LAS-4-120	Estimate
Total Labor (HQE Responsibility)	\$21,875.71
Other Direct Cost (HQE Responsibility)	\$23,398.54
Equipment (Rolling Hills Responsibility)	\$48,335.96
Total Project Cost	\$93,610.21

Recommendation:

After reviewing the public feedback received regarding the proposed outdoor emergency siren locations, provide direction to staff as follows:

1.Portuguese Bend Area:

- a. Proceed with the proposed siren location on Portuguese Bend Road;
- b. Further evaluate the previously considered Ringbit Road cul-de-sac or the corner of Ringbit Road and Southfield Road, behind the mailboxes; or
- c. Continue working with HQE to identify and evaluate other potential locations.

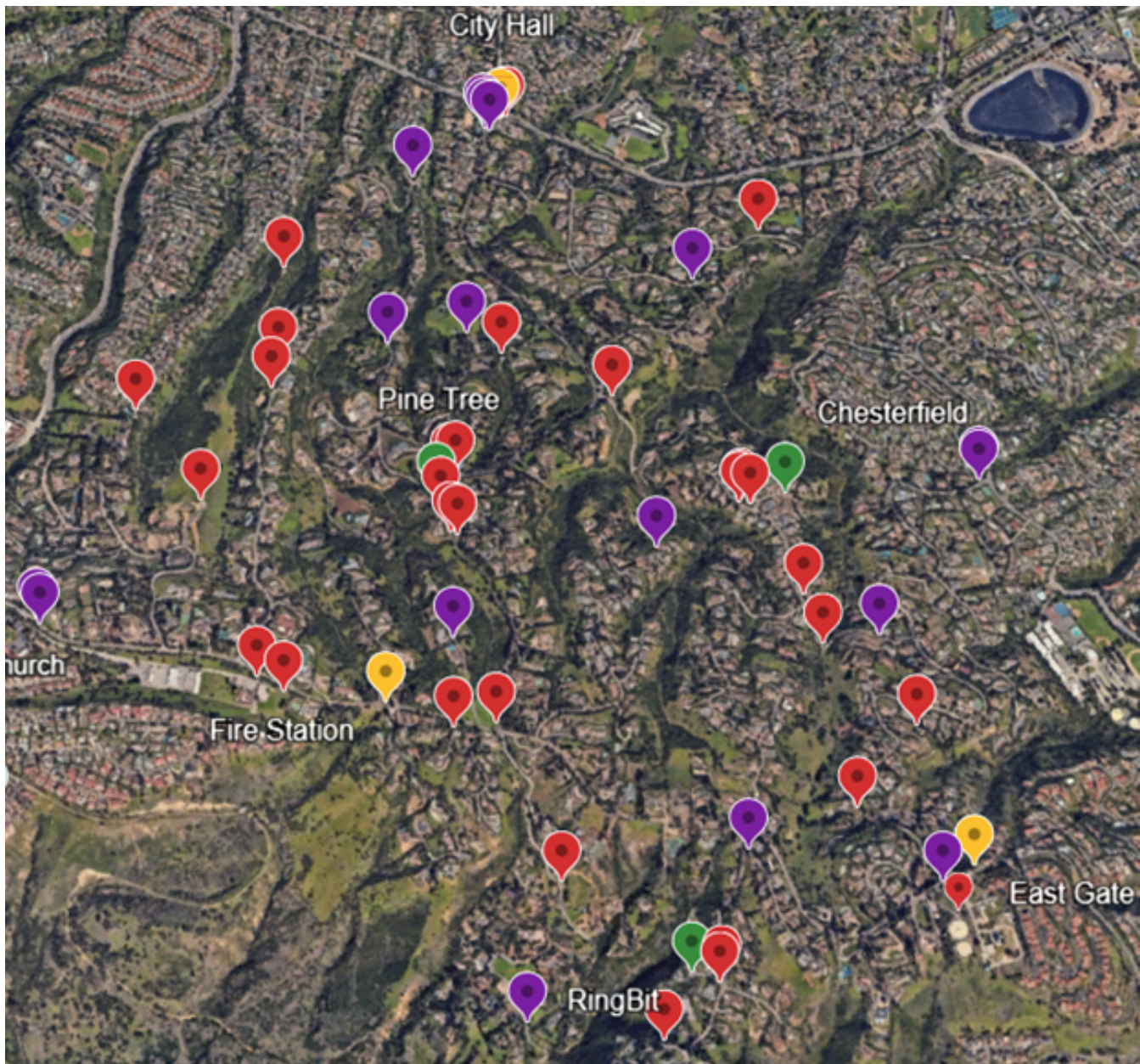
2.Saddleback Area:

- a. Proceed with the proposed siren location on Saddleback Road;
- b. Further evaluate the previously considered installation of a 50-foot siren pole within the Chesterfield Road cul-de-sac; or
- c. Continue working with HQE to identify and evaluate other potential locations.

3.If the City Council directs staff to proceed with one or both proposed locations, approve the associated project funding.

Attachments:

1. Attachment A - CL_AGN_260727_CC_MeasleMap
2. Attachment B - CL_AGN_270727_Correspondance_Redacted
3. Attachment C - CL_AGN_260209_CC_HQEProposal



Purple 📍 - Original proposed locations for the feasibility study. 12 siren and 9 siren proposals.

Yellow 📍 - Current sirens installed at location.

Green 📍 - Current proposed locations for expansion.

Red 📍 - Locations deemed not viable, insufficient coverage, rejected, and concerns raised by residents.

Samantha Crew

From: Amanda Davison <[redacted]>
Sent: Wednesday, July 22, 2026 10:07 AM
To: Samantha Crew; Kristen Raig - RHCA
Cc: Kimberly Thomas
Subject: Re: Notice of Outdoor Emergency Siren Visual Mock-Up
Attachments: Mock Up Flying Triangle 07-26.jpg; 54 Portuguese Bend easement.PNG; CityHallSiren.jpg; CrestRdEastSiren.jpg; FireStationSiren.jpg

Dear Ms. Crew,

Thank you for your prompt response and for providing the additional photographs and information.

After reviewing the materials, I remain very concerned about the proposed location.

Based on the aerial image and the mock-up photographs, the proposed pole appears to be located immediately adjacent to the entrance to our property (at the driveway) and in a highly visible location along Portuguese Bend Road. While I understand the yellow pole is only a temporary visual marker, the photographs of the existing installations demonstrate that the permanent structure would still be a substantial utility-style pole with a siren assembly and solar panel. From what has been provided, it does not appear that the installation would be screened or visually integrated into the hillside.

I also spoke on the phone with Kristen Raig yesterday, and my understanding from that conversation was that the proposed location would be tucked into the hillside to minimize its visibility. The materials provided, however, appear to show a location that is much more prominent and exposed. If I have misunderstood the proposed placement, I would appreciate clarification regarding the exact intended location.

Although our parcel is currently undeveloped, it retains its full development potential and should be afforded the same consideration as other neighboring properties. We remain concerned that locating this structure immediately adjacent to the property's entrance would create significant visual impacts, be incompatible with the surrounding character of the area, and adversely affect the property's future use and value.

I also note that the anticipated sound levels at this location have not yet been determined. Given the siren's close proximity to our property, I believe it would be appropriate for the City to complete location-specific sound modeling before moving forward with this site.

For these reasons, we continue to strongly oppose the proposed location and respectfully request that the City evaluate alternative locations that would accomplish the project's emergency notification objectives while minimizing impacts on adjacent properties.

Please include these additional comments as part of the materials presented to the City Council.

Could you also provide the distance from the proposed pole to our property line and to the property's entrance, as well as any visual simulations from the driveway looking toward the proposed installation?

Thank you again for your time and consideration.

Sincerely,

Amanda

----- Forwarded message -----

From: **Samantha Crew** <sjcrew@cityofrh.net>

Date: Tue, Jul 21, 2026 at 8:56 AM

Subject: Re: Notice of Outdoor Emergency Siren Visual Mock-Up

To: Amanda Davison [REDACTED] >

Good morning, Amanda

Thank you for your email and for taking the time to share your concerns regarding the proposed outdoor emergency siren location.

Your objection to the proposed location, including your concerns regarding visual impacts, compatibility with future development, and potential effects on the use and value of your property, will be included in the public feedback provided to the City Council. Staff plans to present the community feedback to the Council on July 27, including summaries of the discussions held during the on-site mock-ups and any additional comments received regarding the proposed locations.

For your reference, I have attached:

- A photograph of the temporary siren mock-up;
- Photographs of the City's existing sirens at City Hall, Fire Station 56, and the Crest Road East Gate; and
- An image showing the approximate location of the proposed pole within the easement.

Please note that the yellow mock-up pole was intended only to illustrate the proposed location and height. It does not represent the appearance of a permanent installation, which would use a wooden pole similar to a utility pole.

The frequency of future testing has not yet been determined and will be decided by the City Council. However, the Council has previously indicated a preference for infrequent testing. Outside of testing, the sirens would be reserved for serious, life-threatening emergencies when immediate public notification and protective action are necessary. They would not be used for routine announcements or less urgent notifications. The anticipated sound level at this specific location is also unknown at this time; however, the minimum threshold for the siren to be considered effective is 70 decibels.

No final decision has been made regarding this location. The purpose of the mock-ups was to gather input from nearby property owners and the broader community before the City Council considers whether to proceed and, if so, where the sirens should be located.

I am sorry you were unable to attend the demonstration. If it would be helpful, City staff would be happy to meet with you at the site at another time to review and discuss the proposed location.

Thank you again for sharing your perspective, and the City sincerely appreciates your participation in the process. Please do not hesitate to contact me with any additional questions or comments. I am also available by phone at 310 377-1521.

Sincerely,
Samantha Crew
Management Analyst



CITY OF ROLLING HILLS
2 Portuguese Bend Road
Rolling Hills, CA, 90274
310.377.1521
sjcrew@cityofrh.net

From: Amanda Davison <[REDACTED]>
Sent: Wednesday, July 15, 2026 1:22 PM
To: Samantha Crew <sjcrew@cityofrh.net>
Subject: Re: Notice of Outdoor Emergency Siren Visual Mock-Up

Hi Samantha,

Thank you for the information regarding the proposed outdoor emergency siren locations.

Unfortunately I am caring for my children in [REDACTED] right now and will not be able to attend the visual mock-up visits in person this week. Would you be able to provide the information you mentioned below to me via email, to help us understand the potential impact on our property at 54 Portuguese Bend Road -- including the mockups and any more specific details on the sound levels, frequency of testing, etc.? Although the parcel is currently undeveloped, it retains its full development potential and should be afforded the same consideration as other neighboring properties. My family and I are concerned that the proposed location may create unnecessary visual impacts and compatibility issues and could adversely affect the property's future use and value.

Based on what I've seen, we do not support the placement of the proposed siren at this location at *Portuguese Bend Road (Flying Triangle turnaround, above Ranchero Road)*, and I'd be very grateful if you could ask include our comments and objections as part of the City's evaluation of the project -- and considered during the decision-making process. We also ask that the City carefully evaluate alternative locations that would achieve the project's emergency notification objectives while minimizing impacts on neighboring properties like ours.

Thank you so much. My family and I really care about this property and we deeply appreciate your help on this...

Best regards,

Amanda Davison
[REDACTED]

On Wed, Jul 1, 2026 at 2:06 PM Samantha Crew <sjcrew@cityofrh.net> wrote:

Dear Resident,

You are receiving this email because your property is located in close proximity to one of two potential future outdoor emergency siren locations currently being evaluated by the City of Rolling Hills.

At its recent meeting, the City Council directed staff to conduct visual mock-ups at two potential future siren locations to help evaluate how the structures would appear in their surrounding environment. The proposed locations are:

- **Portuguese Bend Road** (Flying Triangle turnaround, just above Ranchero Road)
- **Saddleback Road** (near the Davidson Trailhead)

The visual mock-ups are intended to provide residents, the City Council, and staff with an opportunity to see the proposed pole height in the field before any decisions are made regarding installation. The mock-ups are for visual purposes only. No sirens will be sounded, and no construction will occur during these events.

Mock-Up Schedule:

Monday, July 13

- 9:00–9:45 a.m. – Portuguese Bend Road (Flying Triangle turnaround, above Ranchero Road)
- 10:00–10:45 a.m. – Saddleback Road (Davidson Trailhead)

Tuesday, July 14

- 4:00–4:45 p.m. – Saddleback Road (Davidson Trailhead)
- 5:00–5:45 p.m. – Portuguese Bend Road (Flying Triangle turnaround, above Ranchero Road)

Wednesday, July 15

- 2:00–2:45 p.m. – Portuguese Bend Road (Flying Triangle turnaround, above Ranchero Road)
- 3:00–3:45 p.m. – Saddleback Road (Davidson Trailhead)

The City began its Outdoor Emergency Siren Program to improve its ability to quickly notify residents during life-threatening emergencies, including fast-moving wildfires and other incidents requiring immediate protective action. The sirens are intended to be activated only during the most serious emergencies when immediate public notification is critical. They are not used for routine notifications and are tested only on an occasional basis to ensure the system remains operational. Three sirens are currently installed at City Hall, Fire Station 56, and the Crest Road East Gate. Based on additional sound modeling, the City has been evaluating potential future locations to improve emergency notification coverage in areas where existing coverage may be limited.

This visual mock-up is the first step in the evaluation process. Following the outreach, staff will compile community feedback and present it to the City Council. The Council will then determine whether to move forward with the proposed locations, including whether to authorize funding for the project. Both proposed siren locations are within RHCA easement areas. If the City Council decides to move forward with the project, the City would also need approval from the Rolling Hills Community Association (RHCA) Board of Directors and a licensing agreement before the sirens could be installed.

Residents are encouraged to stop by during any of the scheduled times to view the mock-up, ask questions, and share their feedback. If you are unable to attend but would like additional information or wish to provide comments, please feel free to contact me by phone or email.

Thank you for taking the time to learn about this important emergency preparedness initiative. We appreciate your participation and feedback as the City evaluates potential improvements to its emergency notification system.

Sincerely,
Samantha Crew
Management Analyst



CITY OF ROLLING HILLS
2 Portuguese Bend Road
Rolling Hills, CA, 90274
310.377.1521
sjcrew@cityofrh.net

ESTIMATE FOR:

City of Rolling Hills

Siren Options

(Estimate: 006cw00000GrmTW)



Date Submitted: January 13, 2026

Proposal Prepared For:

City of Rolling Hills
2 Portuguese Bend Rd
Rolling Hills, CA, 9027
POC: Ms. Karina Banales
Title: City Manager
Email: KBanales@cityofrh.net
Tel: (310) 377-1521

Proposal Approved By:

HQE Systems Inc.
27348 Via Industria
Temecula, CA 92590
POC: Mr. Qais Alkurdi
Title: Chief Executive Officer
Email: Contracts@HQESystems.com
Tel: (800) 967-3036 X1102



This proposal contains trade secrets and confidential business or financial information exempt from disclosure under the Freedom of Information Act. This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use the information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in this proposal and all attachments. **All product names, logos, and brands are the property of their respective owners.** All company, product, and service names used in this proposal are for identification purposes only. Using these names, logos, and brands do not imply endorsement.

Summary

HQE Systems, Inc., a Service Disabled Veteran Owned Small Business (SDVOSB), is pleased to provide the below cost for outdoor emergency sirens at Upper Blackwater, Chesterfield, and Ringbit Road. Offer is valid for 90 days. This estimate is in response to the customer's request for:

- Upper Blackwater Fiscal Impacts
 - Cost breakdown including HQE and Rolling Hills responsibilities
- Chesterfield Fiscal Impacts
 - Cost breakdown including HQE and Rolling Hills responsibilities
 - Cost breakdown, including single 50' siren pole in Chesterfield cul-de-sac vs cost of two 30' siren poles (Chesterfield cul-de-sac and Chuckwagon/Bowie Side Easement)
- Ringbit / Flying Triangle Fiscal Impacts
 - Cost breakdown including HQE and RH responsibilities
 - Cost breakdown including cost of single 50' siren pole on or near Ringbit cul-de-sac vs cost of two 30' siren poles (Ringbit and Flying Triangle)

Please submit any resulting purchase order or contract to contracts@hqesystems.com

Upper Blackwater - One (1) 50ft LAS-4-120

#	Budget Summary	Estimate
1	Total Labor (HQE Responsibility)	\$ 21,875.71
2	Other Direct Costs (HQE Responsibility)	\$ 23,398.54
3	Equipment (Rolling Hills Responsibility)	\$ 48,335.96
Total Estimate		\$ 93,610.21

#	Labor Category	Hours	Rate	Total
1	Program Management	13	\$ 120.87	\$ 1,571.31
2	Project Management	30	\$ 102.35	\$ 3,070.50
3	Field Engineer	113	\$ 72.24	\$ 8,163.12
4	Electronics Technician III	73	\$ 63.86	\$ 4,661.78
5	Electronics Technician II	73	\$ 57.09	\$ 4,167.57
6	Trainer (Preparation & Instructions)	1	\$ 51.73	\$ 51.73
7	Autocad/Drafter	2	\$ 94.85	\$ 189.70
Total Hours		305	Total Labor	\$ 21,875.71

#	Travel & ODC's	QTY	Unit Price	Total
1	Travel, including lodging, flights & meals	1	\$ 5,561.50	\$ 5,561.50
2	Rental Vehicles & Gas	1	\$ 1,674.13	\$ 1,674.13
3	Shipping	1	\$ 1,699.57	\$ 1,699.57
4	Bucket Truck, Daily	7	\$ 509.62	\$ 3,567.34
5	Line Truck, Daily	3	\$ 3,632.00	\$ 10,896.00
Total ODC's				\$ 23,398.54

#	Part #	Equipment Descriptions	QTY	Unit Price	Total
1	SiRcom: LAS-4-120	SLA, Digital, 4 LAS-120 Line Arrays, PA-11D, Complete Set with 50' Class II Wood Pole	1	\$ 44,469.08	\$ 44,469.08
2	HQE-Wood-Pole	Direct Burial Wood Pole, 50'	1	\$ 3,866.88	\$ 3,866.88
Total Equipment					\$ 48,335.96

Chesterfield cul-de-sac and Chuckwagon/Bowie Side Easement

Option 1 - One (1) 50ft LAS-4-120

#	Budget Summary	Estimate
1	Total Labor (HQE Responsibility)	\$ 21,875.71
2	Other Direct Costs (HQE Responsibility)	\$ 23,398.54
3	Equipment (Rolling Hills Responsibility)	\$ 48,335.96
Total Estimate		\$ 93,610.21

#	Labor Category	Hours	Rate	Total
1	Program Management	13	\$ 120.87	\$ 1,571.31
2	Project Management	30	\$ 102.35	\$ 3,070.50
3	Field Engineer	113	\$ 72.24	\$ 8,163.12
4	Electronics Technician III	73	\$ 63.86	\$ 4,661.78
5	Electronics Technician II	73	\$ 57.09	\$ 4,167.57
6	Trainer (Preparation & Instructions)	1	\$ 51.73	\$ 51.73
7	Autocad/Drafter	2	\$ 94.85	\$ 189.70
Total Hours		305	Total Labor	\$ 21,875.71

#	Travel & ODC's	QTY	Unit Price	Total
1	Travel, including lodging, flights & meals	1	\$ 5,561.50	\$ 5,561.50
2	Rental Vehicles & Gas	1	\$ 1,674.13	\$ 1,674.13
3	Shipping	1	\$ 1,699.57	\$ 1,699.57
4	Bucket Truck, Daily	7	\$ 509.62	\$ 3,567.34
5	Line Truck, Daily	3	\$ 3,632.00	\$ 10,896.00
Total ODC's				\$ 23,398.54

#	Part #	Equipment Descriptions	QTY	Unit Price	Total
1	SiRcom: LAS-4-120	SLA, Digital, 4 LAS-120 Line Arrays, PA-11D, Complete Set with 50' Class II Wood Pole	1	\$ 44,469.08	\$ 44,469.08
2	HQE-Wood-Pole	Direct Burial Wood Pole, 50'	1	\$ 3,866.88	\$ 3,866.88
Total Equipment					\$ 48,335.96

Option 2 - Two (2) 30ft LAS-4-060

#	Budget Summary	Estimate
1	Total Labor (HQE Responsibility)	\$ 24,565.49
2	Other Direct Costs (HQE Responsibility)	\$ 19,856.83
3	Equipment (Rolling Hills Responsibility)	\$ 61,464.00
Total Estimate		\$ 105,886.32

#	Labor Category	Hours	Rate	Total
1	Program Management	8	\$ 120.87	\$ 966.96
2	Project Management	28	\$ 102.35	\$ 2,865.80
3	Field Engineer	119	\$ 72.24	\$ 8,596.56
4	Electronics Technician III	96	\$ 63.86	\$ 6,130.56
5	Electronics Technician II	96	\$ 57.09	\$ 5,480.64
6	Estimator	2	\$ 46.92	\$ 93.84
Total Hours		354	Total Labor	\$ 24,565.49

#	Travel & ODC's	QTY	Unit Price	Total
1	Travel, including lodging, flights & meals	1	\$ 6,197.10	\$ 6,197.10
2	Rental Vehicles & Gas	1	\$ 1,855.73	\$ 1,855.73
3	Shipping	1	\$ 908.00	\$ 908.00
4	Bucket Truck, Daily	10	\$ 340.50	\$ 3,405.00
5	Line Truck, Daily	3	\$ 2,497.00	\$ 7,491.00
Total ODC's				\$ 19,856.83

#	Part #	Equipment Descriptions	QTY	Unit Price	Total
1	SiRcom: LAS-4-060	SLA, Digital, 4 LAS-60 Line Arrays, PA-11D, Complete Set	2	\$ 28,273.44	\$ 56,546.88
2	HQE-Wood-Pole	Direct Burial Wood Pole, 30'	2	\$ 2,458.56	\$ 4,917.12
Total Equipment					\$ 61,464.00

Ringbit / Flying Triangle

Option 1 - One (1) 50ft LAS-4-120

#	Budget Summary	Estimate
1	Total Labor (HQE Responsibility)	\$ 21,875.71
2	Other Direct Costs (HQE Responsibility)	\$ 23,398.54
3	Equipment (Rolling Hills Responsibility)	\$ 48,335.96
Total Estimate		\$ 93,610.21

#	Labor Category	Hours	Rate	Total
1	Program Management	13	\$ 120.87	\$ 1,571.31
2	Project Management	30	\$ 102.35	\$ 3,070.50
3	Field Engineer	113	\$ 72.24	\$ 8,163.12
4	Electronics Technician III	73	\$ 63.86	\$ 4,661.78
5	Electronics Technician II	73	\$ 57.09	\$ 4,167.57
6	Trainer (Preparation & Instructions)	1	\$ 51.73	\$ 51.73
7	Autocad/Drafter	2	\$ 94.85	\$ 189.70
Total Hours		305	Total Labor	\$ 21,875.71

#	Travel & ODC's	QTY	Unit Price	Total
1	Travel, including lodging, flights & meals	1	\$ 5,561.50	\$ 5,561.50
2	Rental Vehicles & Gas	1	\$ 1,674.13	\$ 1,674.13
3	Shipping	1	\$ 1,699.57	\$ 1,699.57
4	Bucket Truck, Daily	7	\$ 509.62	\$ 3,567.34
5	Line Truck, Daily	3	\$ 3,632.00	\$ 10,896.00
Total ODC's				\$ 23,398.54

#	Part #	Equipment Descriptions	QTY	Unit Price	Total
1	SiRcom: LAS-4-120	SLA, Digital, 4 LAS-120 Line Arrays, PA-11D, Complete Set with 50' Class II Wood Pole	1	\$ 44,469.08	\$ 44,469.08
2	HQE-Wood-Pole	Direct Burial Wood Pole, 50'	1	\$ 3,866.88	\$ 3,866.88
Total Equipment					\$ 48,335.96

Option 2 - Two (2) 30ft LAS-4-060

#	Budget Summary	Estimate
1	Total Labor (HQE Responsibility)	\$ 24,565.49
2	Other Direct Costs (HQE Responsibility)	\$ 19,856.83
3	Equipment (Rolling Hills Responsibility)	\$ 61,464.00
Total Estimate		\$ 105,886.32

#	Labor Category	Hours	Rate	Total
1	Program Management	8	\$ 120.87	\$ 966.96
2	Project Management	28	\$ 102.35	\$ 2,865.80
3	Field Engineer	119	\$ 72.24	\$ 8,596.56
4	Electronics Technician III	96	\$ 63.86	\$ 6,130.56
5	Electronics Technician II	96	\$ 57.09	\$ 5,480.64
6	Estimator	2	\$ 46.92	\$ 93.84
Total Hours		354	Total Labor	\$ 24,565.49

#	Travel & ODC's	QTY	Unit Price	Total
1	Travel, including lodging, flights & meals	1	\$ 6,197.10	\$ 6,197.10
2	Rental Vehicles & Gas	1	\$ 1,855.73	\$ 1,855.73
3	Shipping	1	\$ 908.00	\$ 908.00
4	Bucket Truck, Daily	10	\$ 340.50	\$ 3,405.00
5	Line Truck, Daily	3	\$ 2,497.00	\$ 7,491.00
Total ODC's				\$ 19,856.83

#	Part #	Equipment Descriptions	QTY	Unit Price	Total
1	SiRcom: LAS-4-060	SLA, Digital, 4 LAS-60 Line Arrays, PA-11D, Complete Set	2	\$ 28,273.44	\$ 56,546.88
2	HQE-Wood-Pole	Direct Burial Wood Pole, 30'	2	\$ 2,458.56	\$ 4,917.12
Total Equipment					\$ 61,464.00

End of Estimate

"Our goal at HQE is to continue to serve our veterans through our 'Hire Veterans Policy HQE-2015-2025'. We appreciate our current and past customers who have helped us meet our goals of hiring veterans throughout the years. Your support in HQE is directly impacting the support of our incredible veterans. Thank you for your consideration and support of Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Service Disabled Veteran Owned Small Business (SDVOSB)!"

Thank You from the team of HQE Systems Inc.

Qais Alkurdi

CEO, Disabled Veteran / Retired





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.B.

Meeting Date: 7/27/2026

To: City Council
From: Samantha Crew, Management Analyst
Thru: Karina Bañales, City Manager
Subject: Consider and approve the Memorandum of Agreement among Palos Verdes Peninsula Cities for the administration and implementation of the Peninsula Coordinated Integrated Monitoring Program

Background:

The agencies participating in the MOA are subject to National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004004 for Municipal Separate Storm Sewer System Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties (MS4 Permit), which became effective on September 11, 2021, replacing the previous MS4 Permit issued in 2012. The MS4 Permit identifies conditions, requirements, and programs that permittees must meet to protect regional water resources from adverse impacts associated with pollutants in stormwater and non-stormwater runoff. These requirements include revising and implementing a monitoring and reporting program as described in Attachment E of the MS4 Permit; however, permittees are afforded the flexibility to coordinate monitoring efforts on a watershed basis to increase cost-efficiency and effectiveness through a Coordinated Integrated Monitoring Program (CIMP). A revised CIMP was submitted by the Peninsula CIMP Agencies on March 13, 2023, to align with the requirements of the 2021 MS4 Permit and was approved by the Los Angeles Regional Water Quality Control Board (LA Water Board) on November 14, 2024.

The CIMP has been implemented pursuant to a prior Memorandum of Understanding (CIMP MOU), which first became effective on May 3, 2016 (Attachment A), for a five-year term. The CIMP MOU was subsequently amended in 2018 to provide the additional scope and funding necessary to conduct bacteria shoreline monitoring in accordance with the Santa Monica Bay Beaches Bacteria Total Maximum Daily Loads (SMBBB TMDL). This amendment followed notification that the Sanitation Districts of Los Angeles County would no longer conduct this monitoring, which was a required component of the CIMP under the 2012 MS4 Permit. Additional information is provided in the attached August 27, 2018, staff report (Attachment B). The first amendment did not extend the term of the CIMP MOU.

A second amendment was executed in 2021 (Attachment C) to extend the CIMP MOU for five years and provide for the continued implementation of the CIMP, as well as its anticipated revision following adoption of the 2021 MS4 Permit. The second amendment expired in June 2026. The consulting

contract for CIMP implementation also expired on June 30, 2026. Accordingly, a new agreement governing administration and cost sharing among the Peninsula CIMP Agencies is necessary before a new consulting contract can be issued for the required ongoing implementation of the CIMP.

Discussion:

The Peninsula MS4 Permittees (Parties) are proposing a new Memorandum of Agreement (MOA) for a 5.5-year term through December 31, 2031 to provide for continuing cooperative implementation of monitoring and reporting activities required under the current MS4 Permit (Attachment D). The MOA establishes a framework for administering monitoring activities, consultant services, reporting requirements, and cost-sharing among the Parties. Under the proposed MOA, the City of Rancho Palos Verdes will continue to serve as the lead agency responsible for administering consultant contracts and coordinating CIMP implementation on behalf of the Parties.

The proposed MOA includes nine monitoring and reporting tasks. However, unlike under the previous MOU, Task 8 – Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (SMBBB TMDL) Monitoring is now identified as an optional task with Section 6.c. of the MOA providing the Parties the ability to elect not to participate in Task 8 with written notification to the lead agency. This change reflects the fact that Task 8 is no longer a required component of the current MS4 Permit as reflected in the approved, revised Peninsula CIMP.

Optional Task 8 would continue to conduct weekly year-round shoreline monitoring of recreational water quality at up to four beaches on the Palos Verdes Peninsula: two beaches located in the City of Palos Verdes Estates, at Malaga Cove and Bluff Cove, and two beaches in Rancho Palos Verdes, at Terranea Beach/Long Point and Portuguese Bend. The City of Palos Verdes Estates has elected not to participate in Task 8 and therefore the two beaches in Palos Verdes Estates will no longer be monitored. City of Rancho Palos Verdes staff will be recommending to their City Council to continue monitoring the two beaches in Rancho Palos Verdes.

Option Task 5B was already completed in a previous fiscal year and will not be funded as part of this MOA. There are also two other optional tasks in the consultant's scope of services and listed in Table 1 of the MOA, Tasks 7 and Tasks 9; however those two tasks are only optional in the sense that the consultant will not implement them without prior authorization from the City of Rancho Palos Verdes if the Parties determine that it is appropriate to adaptively manage the CIMP (Task 7) or when necessary as required by the next MS4 Permit (Task 9).

Conclusion and City Council Direction

The proposed MOA provides the City of Rolling Hills with a regional approach to fulfilling its stormwater monitoring and reporting obligations while sharing program costs with other participating agencies.

The City Council is asked to consider approval of the MOA and provide direction regarding the City's participation in Optional Task 8 – Santa Monica Bay Beaches Bacteria TMDL Monitoring. Because this task is no longer required under the current MS4 Permit, the City may elect to participate or opt out. Participation in Optional Task 8 is estimated to increase the City's costs by approximately \$70,577 over the 5½-year term of the MOA.

Staff is seeking City Council direction on whether Rolling Hills should participate in Optional Task 8 or opt out of this optional monitoring activity. Following the City Council's direction, staff will take the necessary administrative actions to implement the Council's decision and execute the MOA and any related documents consistent with that direction.

*As currently presented, the MOA already reflects Rolling Hills' election to opt out of Optional Task 8.

Fiscal Impact:

The table below lists the amount that Rolling Hills will be invoiced under the proposed MOA under each of the next 5.5 years (from MOA Table 3) including Optional Task 8 and excluding Optional Task 8. For comparison, the City of Rolling Hills' maximum annual cost established under the expired MOU was \$66,146. By electing not to participate in Optional Task 8, the City would save an estimated \$ 70,578 over the entire term of the MOA. The MOA provides that a final accounting will be provided upon termination or expiration of the MOA and unused funds will be returned to the Parties in accordance with the cost allocation formulas set forth in MOA Exhibit A Tables 1 and 2.

Fiscal Year	Annual Invoice for CIMP MOA	Annual Invoice for CIMP excluding Task 8
2026-2027	\$59,432	\$46,281
2027-2028	\$65,637	\$52,021
2028-2029	\$63,898	\$49,801
2029-2030	\$66,491	\$51,894
2030-2031	\$69,205	\$54,089
Jul – Dec 2031*	\$20,681	\$20,681
Total for MOA	\$345,345	\$274,768

*The cost shown for July – December 2031 is only sufficient to allow for the monitoring consultant to prepare the monitoring report based on data they collected during the preceding fiscal year and does not account for the additional cost of monitoring that will be required during FY2031-2032 for which a new consulting proposal and MOA will be developed.

The City has budgeted sufficient funds to cover the cost listed above in the FY2026-27 budget, including Optional Task 8.

Rolling Hills receives approximately \$104,000 annually through the Municipal Program of the Safe, Clean Water Program (Measure W). Implementation of updated Coordinated Integrated Monitoring Programs (CIMPs) developed pursuant to the 2021 Regional MS4 Permit and approved by the Los Angeles Regional Water Quality Control Board is an eligible use of Measure W funds. Accordingly, the City's FY 2026–27 Municipal Safe, Clean Water Annual Plan allocates Measure W funding to cover the City's share of CIMP MOA costs for that fiscal year. Over the longer term, however, the City's Measure W allocation may not be sufficient to sustainably fund all of its stormwater monitoring obligations, including the CIMP MOA, Harbor Toxics TMDL Monitoring MOU, and Sepulveda Canyon monitoring. If the City elects not to participate in Task 8, it is estimated to save approximately \$70,578 over the 5.5-year MOA term, as shown in MOA Table 2. These savings would improve the long-term availability of Measure W funds to support the City's remaining stormwater monitoring obligations.

Recommendation:

Approve the Memorandum of Agreement (MOA) among the County of Los Angeles, Los Angeles County Flood Control District, and the Cities of Palos Verdes Estates, Rolling Hills, Rolling Hills Estates, and Rancho Palos Verdes for the administration and cost-sharing of the Palos Verdes

Peninsula Coordinated Integrated Monitoring Program (CIMP), effective July 1, 2026 through December 31, 2031;

Determine whether the City of Rolling Hills will participate in Optional Task 8 – Santa Monica Bay Beaches Bacteria TMDL Monitoring, which is no longer required under the current MS4 Permit and is estimated to increase the City's costs by approximately \$70,577 over the 5½-year term of the MOA; and

Authorize the City Manager to execute the MOA and any related documents and take the necessary administrative actions consistent with the City Council's direction regarding participation in Optional Task 8.

Attachments:

1. Attachment A - CA_MOU_2016_CIMP
2. Attachment B - CL_AGN_260727_CIMP_Amend1StaffReport
3. Attachment C - CA_MOU_20210602_CIMP_Amend2
4. CA_MOU_260727_CIMP-WMP-MOA_F

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
THE COUNTY OF LOS ANGELES, AND
THE CITIES OF RANCHO PALOS VERDES, PALOS VERDES ESTATES, ROLLING
HILLS, AND ROLLING HILLS ESTATES**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP)
FOR THE PENINSULA CIMP AGENCIES**

This Memorandum of Understanding (MOU), is made and entered into between THE CITY OF RANCHO PALOS VERDES, a body corporate and politic, THE CITY OF PALOS VERDES ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS, a body corporate and politic, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and THE COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County comply with the prescribed terms of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles Region's Watershed Management Area(s); and

WHEREAS, the PARTIES entered into a Memorandum of Understanding on August 6, 2013 to collaborate in the development of a Coordinated Integrated Monitoring Program (CIMP) for the Santa Monica Bay and Dominguez Channel Watershed(s) within the Palos Verdes Peninsula Enhanced Watershed Management Program Area; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 27, 2014 and was approved by the Regional Board on February 4, 2016; and

WHEREAS, the PARTIES collaboratively selected contractors (CONTRACTORS) to assist the PARTIES with implementation of the CIMP, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES propose to hire CONTRACTORS as set forth in Section 6(a) below, to implement the CIMP, prepare CIMP Annual Reports, and prepare any necessary revisions to the CIMP in compliance with the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring CONTRACTORS to implement the CIMP will be beneficial to the PARTIES, and they have agreed to contribute funds to the CITY OF RANCHO PALOS VERDES, who will act on behalf of the PARTIES to contract with the CONTRACTORS for the implementation of the CIMP; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the actual costs of implementing the CIMP, as estimated in Table 1 of Exhibit A, based on the cost allocation formula contained in Table 2 of Exhibit A; and

WHEREAS, the PARTIES have agreed that the total annual cost for implementing the CIMP shall not exceed \$382,432 which includes a five percent (5%) contract administration cost and a ten percent (10%) contingency; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the implementation of the CIMP and to coordinate the payment and performance of the monitoring and reporting services.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

Section 4. Voluntary. This MOU is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOU shall become effective on the last date of execution by a PARTY (EFFECTIVE DATE), and shall remain in effect for five (5) years from the EFFECTIVE DATE.

Section 6. The CITY OF RANCHO PALOS VERDES agrees:

- a. Consultant Services. To select CONTRACTORS for implementation of the CIMP, and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the Regional Board. The CITY OF RANCHO PALOS VERDES will be compensated for the administration of the consultant services contracts at a rate of five percent (5%) of each PARTY's contract cost as described in Table 2 of Exhibit A. The CITY OF RANCHO PALOS VERDES will comply with all of its procurement requirements applicable to said selection.
- b. LACFCD Facilities. To obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES) and provide written notice seventy-two (72) hours in advance of entry to LACFCD's FACILITIES.
- c. Report. To submit reports to the Regional Board as described in the CIMP and distribute copies of the reports to the PARTIES for review and comment prior to submittal to the Regional Board. The CITY OF RANCHO PALOS VERDES will provide the PARTIES with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within seven (7) business days after receipt from the CONTRACTORS. In addition, the CITY OF RANCHO PALOS VERDES will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a Microsoft Excel format that contains the table structure and syntax agreed upon by the PARTIES.
- d. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 2 of Exhibit A. The annual payments for the period of July 1 through June 30 will be invoiced in July of that year, except for the first invoice, which will be issued within thirty (30) days of the EFFECTIVE DATE. At the end of each fiscal year, any unused funds will be rolled over and used towards future years of CIMP implementation.
- e. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the consultant services contracts and the implementation of the CIMP. The CITY OF RANCHO PALOS VERDES will provide an accounting of funds expended and remaining at the end of each fiscal year.
- f. Termination. To provide an accounting upon termination of this MOU. At the completion of the accounting, the CITY OF RANCHO PALOS VERDES shall return any unused portion of all funds deposited with the CITY OF RANCHO PALOS VERDES in accordance with the cost allocation formula set forth in Table 2 of Exhibit A.
- g. Permits. To make a full-faith effort to work with the CONTRACTORS to obtain all necessary permits for installation of permanent infrastructure or modifications to

monitoring sites, and subsequent access during monitoring events and maintenance.

Section 7. The LACFCD agrees:

- a. Access to LACFCD Facilities. To grant access to the CITY OF RANCHO PALOS VERDES and its CONTRACTORS to LACFCD FACILITIES to achieve the purposes of this MOU, provided the CITY OF RANCHO PALOS VERDES and its CONTRACTORS obtain a permit and provide written notice seventy-two (72) hours in advance of entry to LACFCD's FACILITIES.

Section 8. The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the CIMP and to pay the CITY OF RANCHO PALOS VERDES for their proportional share of the estimated cost for the implementation of the CIMP and contract administration not exceeding the invoice amounts as shown in Table 2 of Exhibit A, within sixty (60) days of receipt of the invoice from the CITY OF RANCHO PALOS VERDES. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the CIMP pursuant to new Regional Board requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES.
- b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the CONTRACTORS that is deemed necessary by the PARTIES to implement the CIMP.
- c. Access. Each PARTY will allow reasonable access and entry to the CITY OF RANCHO PALOS VERDES and its CONTRACTORS, on an as needed basis during the term of this MOU, to each PARTY's FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY's FACILITIES, the CONTRACTORS shall obtain a permit (if required by PARTY) or other approval from such PARTY and provide written notice in advance of entry to the applicable PARTY (in accordance with LACFCD or the applicable agency's notification policy).
- d. Permit. Each PARTY will make a full-faith effort to work with the CONTRACTORS to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each PARTY's jurisdiction.

Section 9. Indemnification.

- a. Each PARTY shall indemnify, defend, and hold harmless every other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of that PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of the Government Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless every other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 10. Termination and Withdrawal.

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONTRACTORS still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY's governing body must adopt a resolution approving the PARTY's withdrawal, and that PARTY must give the other PARTIES and the Regional Board prior written notice of the withdrawal. The withdrawing PARTY shall be responsible for its share of the CIMP implementation cost through the end of the then current monitoring year (July 1 through June 30), including costs for reporting of data and results during the monitoring year which said PARTY withdraws. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by March 1, the withdrawing PARTY shall also be responsible for its share of the CIMP implementation costs through the end of the following monitoring year (e.g., If a PARTY withdraws on or after March 2, 2016, said PARTY is responsible for its share of costs for both monitoring year 2015-2016 and monitoring year 2016-2017.

If the same PARTY withdraws on or before March 1, 2016, said PARTY is responsible for costs only for monitoring year 2015-2016, not for monitoring year 2016-2017.). Such CIMP implementation costs shall include the remaining fees of any CONTRACTORS retained by the City of Rancho Palos Verdes through the end of the applicable monitoring year(s). The effective date of withdrawal shall be the sixtieth (60th) day after the City of Rancho Palos Verdes receives written notice of a PARTY's intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 2 of Exhibit A. Each PARTY shall be responsible for its proportional share of the CIMP implementation costs incurred through the completion of all requirements of the monitoring year (e.g., completion of the annual report due December 15, 2016, covering the monitoring period from July 1, 2015 to June 30, 2016). Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the CIMP.

- c. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default. As used in this MOU, a "reasonable opportunity to cure" means within fourteen (14) days after receipt of notice of a default, or under circumstances where the default cannot reasonably be cured within a fourteen (14) day period, the PARTY fails to begin curing such default within the fourteen (14) day period, or fails to continue to diligently correct such default until finally cured.
- d. The CITY OF RANCHO PALOS VERDES shall notify in writing all PARTIES, and may notify the Regional Board, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Table 2 of Exhibit A, subject to annual funding availability. If the increase is more than the ten percent (10%) contingency, an amendment to this MOU must be executed to reflect the change in PARTIES and cost share.

Section 11. General Provisions.

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand

during regular business hours, or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. A PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 8(a), withdraws pursuant to Section 10(b), or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 10(c).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU must be express and in writing, and shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU must be express and in writing, and shall not constitute a

waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. No Presumption in Drafting. All PARTIES have been represented by legal counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 11(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By *Gary Nadelbraud*
for GAIL FARMER, Director of Public Works

5-3-16
Date

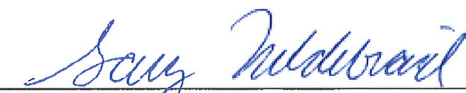
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Erica Cend*
Deputy

3/9/2016
Date

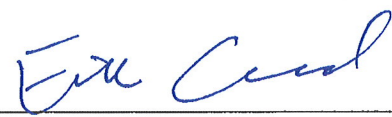
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By 
GAIL FARBER, Chief Engineer

5-3-16
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy

3/9/2016
Date

CITY OF RANCHO PALOS VERDES

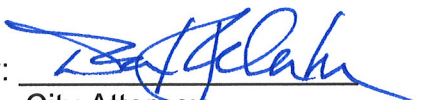
Date: 4/20/16

By: 
Ken Dyda, Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

CITY OF PALOS VERDES ESTATES

Date: 3/8/16

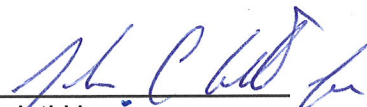
By: 
James F. Goodhart, Mayor

ATTEST:

By: 
Vickie Kroneberger
City Clerk

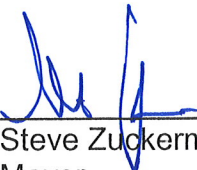
APPROVED AS TO FORM:

.....
City Attorney

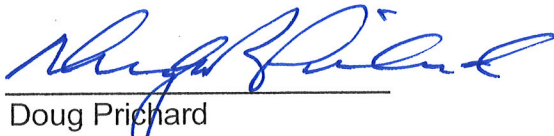
By: 
Christi Hogan

CITY OF ROLLING HILLS ESTATES

Date: 3/23/2016

By: 
Steve Zuckerman,
Mayor

ATTEST:

By: 
Doug Prichard
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: 
Donald M. Davis

CITY OF ROLLING HILLS

Date: 3/28/16

By: Bea Dieringer
Mayor

ATTEST:

By: Heidi Luce
Heidi Luce
City Clerk

APPROVED AS TO FORM:

.....
City Attorney
By: Michael Jenkins

EXHIBIT A
Peninsula Watershed Management Group
Funding Contributions for CIMP Implementation

Table 1. Total CIMP Annual¹ Implementation Costs

Description	Labor			Analytical	Equipment and ODC	Total Cost
	Hours	Hourly Rate	Cost	Cost	Cost	
Nonstormwater Screening						
Non-SW Screening/Source ID/Reporting			\$24,810			\$24,810
Nonstormwater Screening Total						\$24,810
Receiving Water Monitoring						
Sampling Plan and Integrated Health and Safety Plan			\$7,600			
Receiving Water Sampling			\$20,200			
Sample Analysis and QA/QC				\$50,300		
Electronic Data Management and Reporting				\$11,700		
Receiving Water Monitoring Total						\$89,800
Outfall Monitoring						
Sampling Plan and Integrated Health and Safety Plan			\$13,900			
Outfall Sampling			\$119,750			
2 Flowmeters (Optional)			\$18,450			
Sample Analysis and QA/QC				\$24,200		
Electronic Data Management and Reporting				\$6,200		
Outfall Monitoring Total (with optional costs)						\$182,500
Remaining Tasks						
Project Initiation and Planning	20	\$125	\$2,500			\$2,500
MOU/RFP Development	52	\$125	\$6,500			\$6,500
Integrated Monitoring Compliance Report	200	\$125	\$25,000			\$25,000
Remaining Tasks Total						\$34,000
SubTotal Cost (without Contingency or Admin.)						\$331,110
Contingency Factor						10%
Contingency						\$33,111
Administration Cost (5%) ²						\$18,211
Total Cost						\$382,432
LACFCD Allocation (5%) ³						\$19,122
Total Remaining Cost for Participation and Area Based Allocation (Total Cost Less LACFCD 5%)						\$363,310

¹ The annual costs for subsequent years are not to exceed this amount plus CPI.

² Administration costs are estimated to be 5% of the estimated total cost plus contingency.

³ The Los Angeles County Flood Control District (LACFCD) has committed to contributing 5% of the Total Cost for their share in the implementation of the CIMP. LACFCD's cost share equals 5% of (total cost + contingency + administrative costs).

Table 2. Total Cost Allocation

Party	Area (Sq. mi.)	Percent of Agency Area ¹	Percent of City Area ²	Total without Contingency or Admin	Contingency ³	Contract Administration (5%)	Total Annual Cost ⁴
City of Rancho Palos Verdes ⁵	13.5	52.73%	54.22%	\$168,793	\$16,879	\$9,284	\$194,956
City of Palos Verdes Estates	4.8	18.75%	19.28%	\$60,015	\$6,002	\$3,301	\$69,318
City of Rolling Hills Estates	3.6	14.06%	14.46%	\$45,011	\$4,501	\$2,476	\$51,988
City of Rolling Hills ⁶	3.0	11.72%	12.05%	\$34,381	\$3,438	\$1,891	\$39,710
County of Los Angeles ⁷	0.7	2.73%	N/A	\$6,354	\$635	\$349	\$7,338
Area Allocated Total							\$363,310
LACFCD	-	-	-	\$16,556	\$1,656	\$910	\$19,122
Total	25.6	100.00%	100.00%	\$331,110	\$33,111	\$18,211	\$382,432

¹ Percent of Agency Area is the percent of total CIMP area including the County of Los Angeles Unincorporated area.

² Percent of City Area is the percent of CIMP area excluding the County of Los Angeles Unincorporated area.

³ Contingency costs include 10% the total estimated implementation costs before administrative costs.

⁴ Total annual cost includes cost based on area plus administration costs for each agency.

⁵ The City of Rancho Palos Verdes has agreed to pay for the non-stormwater screening services and RFP/MOU development prior to MOU execution.

⁶ The City of Rolling Hills is paying for a separate nonstormwater screening; therefore, the nonstormwater screening costs are only applied to the agencies participating in those efforts.

⁷ The County of Los Angeles cost includes all services except for Receiving Water Monitoring.

Table 3. Agency Participation Summary

Task	RPV	PVE	RHE	RH	LAC	LACFCD
Receiving Water Monitoring	P	P	P	P	N	P
Outfall Monitoring	P	P	P	P	P	P
Outfall Screening	C	P	P	N	P	P
RFP/MOU Development	C	P	P	P	P	P

C	Credited	RHE	City of Rolling Hills Estates
P	Participating	RH	City of Rolling Hills
N	Not Participating	LAC	County of Los Angeles
RPV	City of Rancho Palos Verdes	LACFCD	LA County Flood Control District
PVE	City of Palos Verdes Estates		

EXHIBIT B

Peninsula Watershed Management Group CIMP MOU - Responsible Agencies Representatives

1. County of Los Angeles
Department of Public Works, Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Angela George
E-mail: AGEORGE@dpw.lacounty.gov
Phone: (626) 458-4325
Fax: (626) 457-1526

2. Los Angeles County Flood Control District
Department of Public Works, Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Terri Grant
E-mail: TGRANT@dpw.lacounty.gov
Phone: (626) 458-4309
Fax: (626) 457-1526

3. City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

Party Representative: Andy Winje, Senior Engineer
E-mail: andyw@rpv.com
Phone: (310) 544-5249
Fax: (310) 544-5292

4. City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Party Representative: Anton Dahlerbruch, City Manager
E-mail: adahlerbruch@pvestates.org
Phone: (310) 378-0383
Fax: (310) 375-5918

5. City of Rolling Hills Estates
4045 Palos Verdes Drive North Rolling Hills Estates,
CA 90274

Party Representative: Greg Grammer, Assistant City Manager
E-mail: gregg@ci.rolling-hills-estates.ca.us
Phone: 310-377-1577 x-107
Fax: (310) 377-4468

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

Party Representative: Raymond R. Cruz, City Manager
E-mail: rcruz@cityofrh.net
Phone: (310) 377-1521
Fax: (310) 377-7288



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No.: 8-A
Mtg. Date: 08/27/18

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, INTERIM CITY MANAGER *YS*
KATHLEEN MCGOWAN, MCGOWAN CONSULTING

**SUBJECT: FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING -
COORDINATED INTEGRATED MONITORING PROGRAM (CIMP)**

DATE: August 27, 2018

ATTACHMENTS:

First Amendment to the CIMP MOU
Original CIMP MOU
Santa Monica Bay Beaches TMDL - Drainage area and Monitoring Maps

OVERVIEW

Attached for City Council review is the First Amendment to the Memorandum of Understanding, (executed in March 2016), between the Los Angeles County Flood Control District (LACFCD), the County of Los Angeles and the cities of Rancho Palos Verdes, Palos Verdes Estates, Rolling Hills, and Rolling Hills Estates regarding the Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) for the Peninsula CIMP Agencies (CIMP MOU). This amendment is needed to incorporate the additional cost for conducting shoreline monitoring for indicator bacteria at five (5) beach locations on the Palos Verdes Peninsula—all other terms of the CIMP MOU remain the same and in full force and effect. The amendment has been reviewed by the City Attorney and by City staff and its stormwater consultant, McGowan Consulting. City staff has anticipated this task, reported it to the City Council in November 2017, and budgeted for the additional cost associated with this amendment in the FY 2018-19 budget.

BACKGROUND

Since the adoption of the Total Maximum Daily Loads (TMDLs) for Santa Monica Bay Beaches Bacteria (SMBBB TMDL) in 2003, the Peninsula CIMP Agencies have been relying on the Los Angeles County Sanitation Districts (LACSD) to conduct shoreline monitoring for indicator bacteria at five (5) beach locations on the Palos Verdes

Peninsula on a weekly basis consistent with the approved SMBBB TMDL Coordinated Shoreline Monitoring Plan (CSMP). The LACSD was required to conduct this monitoring as part of the Joint Plant Wastewater Treatment Plant NPDES Permit and until recently the Peninsula CIMP Agencies have borne no cost for this monitoring or the required reporting of monitoring results to regulatory agencies. However, on September 7, 2017, the Regional Board removed the shoreline bacteria monitoring requirement from the LACSD National Pollutant Discharge Elimination System (NPDES) permit, requiring the Peninsula CIMP Agencies to assume responsibility for this monitoring. Through negotiations with Regional Board staff, the Peninsula CIMP Agencies were able to obtain an extension of time to implement this requirement. Accordingly, this change did not become effective until July 1, 2018.

The Peninsula CIMP Agencies are all subject to the NPDES Permit No. CAS004001 for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, which was reissued via Order No. R4-2012-0175 and became effective on December 28, 2012 (MS4 Permit). Adopted TMDL provisions, including the SMBBB TMDL monitoring requirements, were incorporated into the MS4 Permit. Following the adoption of the MS4 Permit, the City, along with the other Peninsula CIMP Agencies, jointly developed the CIMP to meet the monitoring requirements of the MS4 Permit and adopted TMDLs. The Peninsula CIMP Agencies developed the CIMP MOU to jointly fund the cost of implementing the CIMP, with the City of Rancho Palos Verdes serving as the lead agency responsible for contracting for the implementation of the CIMP. The costs to implement the CIMP are shared among the Peninsula CIMP Agencies in proportion to the land area of each agency, except for LACFCD, which assumes a flat 5% cost share. The fully executed CIMP MOU became effective on May 3, 2016 and remains in effect for five years from the effective date. The original CIMP MOU did not include costs for conducting the SMBBB TMDL shoreline monitoring and data reporting, thus an amendment to the CIMP MOU is required to incorporate the additional cost associated with this work which is no longer being borne by the LACSD.

DISCUSSION

The City of Rancho Palos Verdes, as the lead agency for the Peninsula CIMP Agencies, distributed a request for proposals in April 2018, soliciting contractors to carry out the weekly SMBBB TMDL shoreline monitoring and to submit preliminary weekly, final monthly and semi-annual data reports to the required regulatory agencies. After review and discussion of the four proposals received, considering technical abilities, understanding of the project scope and cost considerations, the Peninsula CIMP Agencies' representatives unanimously agreed upon a preferred contractor. The contractor's cost proposal for the four years is \$299,880, with the first year being the most expensive due to set-up costs (\$90,660) and subsequent years at \$69,740. Rancho Palos Verdes has negotiated a professional services agreement with the selected contractor, Geosyntec Consultants, who along with a key subcontractor also conducts the SMBBB TMDL shoreline monitoring and reporting for the Beach Cities WMG

immediately north of the Peninsula. The agreement is for 3 years plus 1 additional optional year to coincide with the expiration of the CIMP MOU. The optional year is to cover any potential gaps in service during the renewal of the CIMP MOU. On August 7, 2018, the Rancho Palos Verdes City Council considered and approved both the First Amendment to the CIMP MOU and the Professional Services Agreement for Geosyntec Consultants to carry out the SMBBB TMDL weekly shoreline monitoring and reporting.

FISCAL IMPACT

The additional cost for the SMBBB TMDL shoreline monitoring and reporting is being distributed between the four incorporated Peninsula CIMP Agencies according to the percent of land area shown in the Percent of City Area column in Table 2 of the First Amendment to the CIMP MOU. The unincorporated LA County area is not included in the additional cost distribution because it is not tributary to Santa Monica Bay. The LACFCD is contributing a flat 5% share of the costs as it does for all watershed group CIMP monitoring under the MS4 Permit.

Under the First Amendment to the CIMP MOU, the City's annual share of monitoring will increase by \$11,435 in fiscal year 18-19 from \$39,710 under the existing CIMP MOU to \$51,145 in fiscal year 18-19. However, in the three subsequent fiscal years the City's annual share of monitoring will be \$48,467 under the First Amendment to the CIMP MOU (a differential of \$8,757 over the annual cost under the existing CIMP MOU). The additional cost associated with this amendment is included in the City's budget for FY 18-19.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to sign the First Amendment to the Memorandum of Understanding between the Los Angeles County Flood Control District, the County of Los Angeles and the cities of Rancho Palos Verdes, Palos Verdes Estates, Rolling Hills Estates and Rolling Hills, regarding the Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) for the Peninsula CIMP Agencies (CIMP MOU).

THIS PAGE INTENTIONALLY LEFT BLANK

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

**BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE
COUNTY OF LOS ANGELES, AND
THE CITIES OF RANCHOS PALOS VERDES, PALOS VERDES ESTATES, ROLLING
HILLS, AND ROLLING HILLS ESTATES**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE
PENINSULA CIMP AGENCIES**

This First Amendment to the Memorandum of Understanding is made and entered into as of August 7, 2018 between THE CITY OF RANCHO PALOS VERDES, a body corporate and politic, THE CITY OF ROLLING HILLS ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS, a body corporate and politic, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and THE COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

WITNESSETH

WHEREAS, the PARTIES entered into a Memorandum of Understanding on May 03, 2016 for the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program (CIMP) for the Peninsula CIMP agencies; and

WHEREAS, the Sanitation Districts of Los Angeles County (Sanitation Districts) was already conducting weekly shoreline monitoring satisfying the requirements of the Santa Monica Bay Beaches Bacteria TMDL, a part of the CIMP, at no cost to the PARTIES; and

WHEREAS, the Sanitation Districts notified the PARTIES that effective June 30, 2018, the Sanitation District would discontinue this monitoring; and

WHEREAS, the PARTIES have solicited and received bids from qualified monitoring contractors to continue this monitoring; and

WHEREAS, the PARTIES collaboratively selected a CONTRACTOR to continue this monitoring; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the actual costs of implementing shoreline monitoring satisfying the requirements of the Santa Monica Bay Beaches Bacteria TMDL, a part of the CIMP, as estimated in Table 2

NOW, THEREFORE, the Parties agree to amend the Memorandum of Understanding to include the cost of monitoring for the Santa Monica Bay Beaches Bacteria TMDL to the Total Cost Allocations for implementing the CIMP. See the modified Table 2 and 3 below.

Tables 2 and 3 shall be modified as follows.

Table 2. Total Cost Allocation

Party	Area (sq. mi.)	Percent of Agency Area ¹	Percent of City Area ²	Total without Contingency or Admin	Contingency ³	Contract Administrations (5%)	2018-19 Cost ⁴	Subsequent Annual Cost (2019-2022)
City of Rancho Palos Verdes ⁵	13.5	52.73%	54.22%	\$214,211.54	\$21,421.15	\$10,710.58	\$246,343.27	\$234,290.77
City of Palos Verdes Estates	4.8	18.75%	19.28%	\$76,163.81	\$7,616.38	\$3,808.19	\$87,588.38	\$83,303.05
City of Rolling Hills Estates	3.6	14.06%	14.46%	\$57,122.61	\$5,712.26	\$2,856.13	\$65,691.00	\$62,477.00
City of Rolling Hills ⁶	3	11.72%	12.05%	\$44,474.01	\$4,447.40	\$2,223.70	\$51,145.11	\$48,466.78
County of Los Angeles ⁷	0.7	2.73%	N/A	\$8,709.04	\$870.90	\$435.45	\$10,015.39	\$9,390.45
Area Allocated Total							\$460,783.15	\$437,928.05
LACFCD	-	-	-	\$21,089.00	\$2,108.90	\$1,054.45	\$24,252.35	\$23,049.45
Total	25.6	100%	100%	\$421,770.00	\$42,177.00	\$21,088.50	\$485,035.50	\$460,977.50

¹ Percent of Agency Area is the percent of total CIMP area including the County of Los Angeles Unincorporated area.

² Percent of City Area is the percent of CIMP area excluding the County of Los Angeles Unincorporated area.

³ Contingency costs include 10% the total estimated implementation costs before administrative costs.

⁴ Cost includes cost based on area plus administration costs for each agency. The Santa Monica Bay Beaches Bacteria TMDL monitoring contractor estimated higher Year 1 (2018-2019) costs; the monitoring cost for subsequent years will be lowered and expected to be consistent.

⁵ The City of Rancho Palos Verdes has agreed to pay for the non-stormwater screening services and RFP/MOU development prior to MOU execution.

⁶ The City of Rolling Hills is paying for a separate non-stormwater screening; therefore, the non-stormwater screening costs are only applied to the agencies participating in those efforts.

⁷ The County of Los Angeles cost includes all services except for Receiving Water Monitoring.

Table 3. Agency Participation Summary

Task	RPV	PVE	RHE	RH	LAC	LACFCD
Receiving Water Monitoring	P	P	P	P	N	P
Outfall Monitoring	P	P	P	P	P	P
Outfall Screening	C	P	P	N	P	P
RFP/MOU Development	C	P	P	P	P	P
Santa Monica Bay Beaches Bacteria Shoreline Monitoring	P	P	P	P	P	P
C	Credited		RHE	City of Rolling Hills Estates		
P	Participating		RH	City of Rolling Hills		
N	Not Participating		LAC	County of Los Angeles		
RPV	City of Rancho Palos Verdes		LACFCD	LA County Flood Control District		
PVE	City of Palos Verdes Estates					

COUNTY OF LOS ANGELES

By _____
MARK PESTRELLA,
Director of Public Works

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Chief Engineer

_____ Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

_____ Date

CITY OF RANCHO PALOS VERDES

Date: _____

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF PALOS VERDES ESTATES

Date: _____

By: _____

Betty Lin Peterson, Mayor

ATTEST:

By: _____

Lauren Pettit
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____

Christi Hogin

CITY OF ROLLING HILLS ESTATES

Date: _____

By: _____
Britt Huff, Mayor

ATTEST:

By: _____
Heidi Luce
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____
Donald M. Davis

CITY OF ROLLING HILLS

Date: _____

By: _____
Patrick Wilson, Mayor

ATTEST:

By: _____
Yvette Hall
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____
Michael Jenkins

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
THE COUNTY OF LOS ANGELES, AND
THE CITIES OF RANCHO PALOS VERDES, PALOS VERDES ESTATES, ROLLING
HILLS, AND ROLLING HILLS ESTATES**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP)
FOR THE PENINSULA CIMP AGENCIES**

This Memorandum of Understanding (MOU), is made and entered into between THE CITY OF RANCHO PALOS VERDES, a body corporate and politic, THE CITY OF PALOS VERDES ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS, a body corporate and politic, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and THE COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County comply with the prescribed terms of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles Region's Watershed Management Area(s); and

WHEREAS, the PARTIES entered into a Memorandum of Understanding on August 6, 2013 to collaborate in the development of a Coordinated Integrated Monitoring Program (CIMP) for the Santa Monica Bay and Dominguez Channel Watershed(s) within the Palos Verdes Peninsula Enhanced Watershed Management Program Area; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 27, 2014 and was approved by the Regional Board on February 4, 2016; and

WHEREAS, the PARTIES collaboratively selected contractors (CONTRACTORS) to assist the PARTIES with implementation of the CIMP, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES propose to hire CONTRACTORS as set forth in Section 6(a) below, to implement the CIMP, prepare CIMP Annual Reports, and prepare any necessary revisions to the CIMP in compliance with the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring CONTRACTORS to implement the CIMP will be beneficial to the PARTIES, and they have agreed to contribute funds to the CITY OF RANCHO PALOS VERDES, who will act on behalf of the PARTIES to contract with the CONTRACTORS for the implementation of the CIMP; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the actual costs of implementing the CIMP, as estimated in Table 1 of Exhibit A, based on the cost allocation formula contained in Table 2 of Exhibit A; and

WHEREAS, the PARTIES have agreed that the total annual cost for implementing the CIMP shall not exceed \$382,432 which includes a five percent (5%) contract administration cost and a ten percent (10%) contingency; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the implementation of the CIMP and to coordinate the payment and performance of the monitoring and reporting services.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

Section 4. Voluntary. This MOU is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOU shall become effective on the last date of execution by a PARTY (EFFECTIVE DATE), and shall remain in effect for five (5) years from the EFFECTIVE DATE.

Section 6. The CITY OF RANCHO PALOS VERDES agrees:

- a. Consultant Services. To select CONTRACTORS for implementation of the CIMP, and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the Regional Board. The CITY OF RANCHO PALOS VERDES will be compensated for the administration of the consultant services contracts at a rate of five percent (5%) of each PARTY's contract cost as described in Table 2 of Exhibit A. The CITY OF RANCHO PALOS VERDES will comply with all of its procurement requirements applicable to said selection.
- b. LACFCD Facilities. To obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES) and provide written notice seventy-two (72) hours in advance of entry to LACFCD's FACILITIES.
- c. Report. To submit reports to the Regional Board as described in the CIMP and distribute copies of the reports to the PARTIES for review and comment prior to submittal to the Regional Board. The CITY OF RANCHO PALOS VERDES will provide the PARTIES with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within seven (7) business days after receipt from the CONTRACTORS. In addition, the CITY OF RANCHO PALOS VERDES will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a Microsoft Excel format that contains the table structure and syntax agreed upon by the PARTIES.
- d. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 2 of Exhibit A. The annual payments for the period of July 1 through June 30 will be invoiced in July of that year, except for the first invoice, which will be issued within thirty (30) days of the EFFECTIVE DATE. At the end of each fiscal year, any unused funds will be rolled over and used towards future years of CIMP implementation.
- e. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the consultant services contracts and the implementation of the CIMP. The CITY OF RANCHO PALOS VERDES will provide an accounting of funds expended and remaining at the end of each fiscal year.
- f. Termination. To provide an accounting upon termination of this MOU. At the completion of the accounting, the CITY OF RANCHO PALOS VERDES shall return any unused portion of all funds deposited with the CITY OF RANCHO PALOS VERDES in accordance with the cost allocation formula set forth in Table 2 of Exhibit A.
- g. Permits. To make a full-faith effort to work with the CONTRACTORS to obtain all necessary permits for installation of permanent infrastructure or modifications to

monitoring sites, and subsequent access during monitoring events and maintenance.

Section 7. The LACFCD agrees:

- a. Access to LACFCD Facilities. To grant access to the CITY OF RANCHO PALOS VERDES and its CONTRACTORS to LACFCD FACILITIES to achieve the purposes of this MOU, provided the CITY OF RANCHO PALOS VERDES and its CONTRACTORS obtain a permit and provide written notice seventy-two (72) hours in advance of entry to LACFCD's FACILITIES.

Section 8. The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the CIMP and to pay the CITY OF RANCHO PALOS VERDES for their proportional share of the estimated cost for the implementation of the CIMP and contract administration not exceeding the invoice amounts as shown in Table 2 of Exhibit A, within sixty (60) days of receipt of the invoice from the CITY OF RANCHO PALOS VERDES. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the CIMP pursuant to new Regional Board requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES.
- b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the CONTRACTORS that is deemed necessary by the PARTIES to implement the CIMP.
- c. Access. Each PARTY will allow reasonable access and entry to the CITY OF RANCHO PALOS VERDES and its CONTRACTORS, on an as needed basis during the term of this MOU, to each PARTY's FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY's FACILITIES, the CONTRACTORS shall obtain a permit (if required by PARTY) or other approval from such PARTY and provide written notice in advance of entry to the applicable PARTY (in accordance with LACFCD or the applicable agency's notification policy).
- d. Permit. Each PARTY will make a full-faith effort to work with the CONTRACTORS to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each PARTY's jurisdiction.

Section 9. Indemnification.

- a. Each PARTY shall indemnify, defend, and hold harmless every other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of that PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of the Government Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless every other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 10. Termination and Withdrawal.

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONTRACTORS still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY's governing body must adopt a resolution approving the PARTY's withdrawal, and that PARTY must give the other PARTIES and the Regional Board prior written notice of the withdrawal. The withdrawing PARTY shall be responsible for its share of the CIMP implementation cost through the end of the then current monitoring year (July 1 through June 30), including costs for reporting of data and results during the monitoring year which said PARTY withdraws. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by March 1, the withdrawing PARTY shall also be responsible for its share of the CIMP implementation costs through the end of the following monitoring year (e.g., If a PARTY withdraws on or after March 2, 2016, said PARTY is responsible for its share of costs for both monitoring year 2015-2016 and monitoring year 2016-2017.

If the same PARTY withdraws on or before March 1, 2016, said PARTY is responsible for costs only for monitoring year 2015-2016, not for monitoring year 2016-2017.). Such CIMP implementation costs shall include the remaining fees of any CONTRACTORS retained by the City of Rancho Palos Verdes through the end of the applicable monitoring year(s). The effective date of withdrawal shall be the sixtieth (60th) day after the City of Rancho Palos Verdes receives written notice of a PARTY's intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 2 of Exhibit A. Each PARTY shall be responsible for its proportional share of the CIMP implementation costs incurred through the completion of all requirements of the monitoring year (e.g., completion of the annual report due December 15, 2016, covering the monitoring period from July 1, 2015 to June 30, 2016). Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the CIMP.

- c. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default. As used in this MOU, a "reasonable opportunity to cure" means within fourteen (14) days after receipt of notice of a default, or under circumstances where the default cannot reasonably be cured within a fourteen (14) day period, the PARTY fails to begin curing such default within the fourteen (14) day period, or fails to continue to diligently correct such default until finally cured.
- d. The CITY OF RANCHO PALOS VERDES shall notify in writing all PARTIES, and may notify the Regional Board, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Table 2 of Exhibit A, subject to annual funding availability. If the increase is more than the ten percent (10%) contingency, an amendment to this MOU must be executed to reflect the change in PARTIES and cost share.

Section 11. General Provisions.

- a. **Notices.** Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand

during regular business hours, or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. A PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 8(a), withdraws pursuant to Section 10(b), or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 10(c).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU must be express and in writing, and shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU must be express and in writing, and shall not constitute a

waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. No Presumption in Drafting. All PARTIES have been represented by legal counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 11(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By *Gail Farver*
for GAIL FARVER, Director of Public Works

5-3-16
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Eric Card*
Deputy

3/9/2016
Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By 
GAIL FARBER, Chief Engineer

5-3-16
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy

3/9/2016
Date

CITY OF RANCHO PALOS VERDES

Date: 4/20/16

By: 
Ken Dyda, Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

CITY OF PALOS VERDES ESTATES

Date: 3/8/16

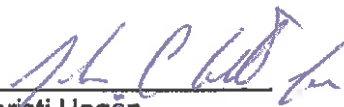
By: 
James F. Goodhart, Mayor

ATTEST:

By: 
Vickie Kroneberger
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: 
Christi Hogan

CITY OF ROLLING HILLS ESTATES

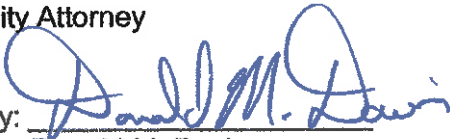
Date: 3/23/2016

By: 
Steve Zuckerman,
Mayor

ATTEST:

By: 
Doug Prichard
City Clerk

APPROVED AS TO FORM:

.....
City Attorney
By: 
Donald M. Davis

CITY OF ROLLING HILLS

Date: 3/25/16

By: 
Mayor

ATTEST:

By: 
Heidi Luce
City Clerk

APPROVED AS TO FORM:

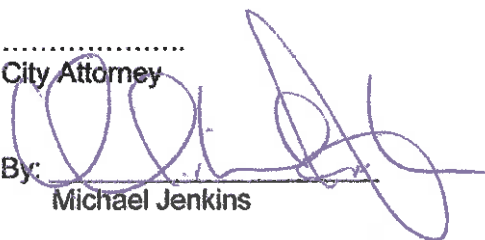
.....
City Attorney
By: 
Michael Jenkins

EXHIBIT A
Peninsula Watershed Management Group
Funding Contributions for CIMP Implementation

Table 1. Total CIMP Annual¹ Implementation Costs

Description	Labor			Analytical	Equipment and ODC	Total Cost
	Hours	Hourly Rate	Cost	Cost	Cost	
Nonstormwater Screening						
Non-SW Screening/Source ID/Reporting			\$24,810			\$24,810
Nonstormwater Screening Total						\$24,810
Receiving Water Monitoring						
Sampling Plan and Integrated Health and Safety Plan			\$7,600			
Receiving Water Sampling			\$20,200			
Sample Analysis and QA/QC				\$50,300		
Electronic Data Management and Reporting				\$11,700		
Receiving Water Monitoring Total						\$89,800
Outfall Monitoring						
Sampling Plan and Integrated Health and Safety Plan			\$13,900			
Outfall Sampling			\$119,750			
2 Flowmeters (Optional)			\$18,450			
Sample Analysis and QA/QC				\$24,200		
Electronic Data Management and Reporting				\$6,200		
Outfall Monitoring Total (with optional costs)						\$182,500
Remaining Tasks						
Project Initiation and Planning	20	\$125	\$2,500			\$2,500
MOU/RFP Development	52	\$125	\$6,500			\$6,500
Integrated Monitoring Compliance Report	200	\$125	\$25,000			\$25,000
Remaining Tasks Total						\$34,000
SubTotal Cost (without Contingency or Admin.)						\$331,110
Contingency Factor						10%
Contingency						\$33,111
Administration Cost (5%) ²						\$18,211
Total Cost						\$382,432
LACFCD Allocation (5%) ³						\$19,122
Total Remaining Cost for Participation and Area Based Allocation (Total Cost Less LACFCD 5%)						\$363,310

¹ The annual costs for subsequent years are not to exceed this amount plus CPI.

² Administration costs are estimated to be 5% of the estimated total cost plus contingency.

³ The Los Angeles County Flood Control District (LACFCD) has committed to contributing 5% of the Total Cost for their share in the implementation of the CIMP. LACFCD's cost share equals 5% of (total cost + contingency + administrative costs).

Table 2. Total Cost Allocation

Party	Area (Sqmi)	Percent of Agency Area	Percent of City Area	Total without Contingency or Admin	Contingency	Contract Administration (5%)	Total Annual Cost
City of Rancho Palos Verdes ⁵	13.5	52.73%	54.22%	\$168,793	\$16,879	\$9,284	\$194,956
City of Palos Verdes Estates	4.8	18.75%	19.28%	\$60,015	\$6,002	\$3,301	\$69,318
City of Rolling Hills Estates	3.6	14.06%	14.46%	\$45,011	\$4,501	\$2,476	\$51,988
City of Rolling Hills ⁶	3.0	11.72%	12.05%	\$34,381	\$3,438	\$1,891	\$39,710
County of Los Angeles ⁷	0.7	2.73%	N/A	\$6,354	\$635	\$349	\$7,338
Area Allocated Total							\$363,310
LACFCD	-	-	-	\$16,556	\$1,656	\$910	\$19,122
Total	25.6	100.00%	100.00%	\$331,110	\$33,111	\$18,211	\$382,432

¹ Percent of Agency Area is the percent of total CIMP area including the County of Los Angeles Unincorporated area.

² Percent of City Area is the percent of CIMP area excluding the County of Los Angeles Unincorporated area.

³ Contingency costs include 10% the total estimated implementation costs before administrative costs.

⁴ Total annual cost includes cost based on area plus administration costs for each agency.

⁵ The City of Rancho Palos Verdes has agreed to pay for the non-stormwater screening services and RFP/MOU development prior to MOU execution.

⁶ The City of Rolling Hills is paying for a separate nonstormwater screening; therefore, the nonstormwater screening costs are only applied to the agencies participating in those efforts.

⁷ The County of Los Angeles cost includes all services except for Receiving Water Monitoring.

Table 3. Agency Participation Summary

Task	RPV	PVE	RHE	RH	LAC	LACFCD
Receiving Water Monitoring	P	P	P	P	N	P
Outfall Monitoring	P	P	P	P	P	P
Outfall Screening	C	P	P	N	P	P
RFP/MOU Development	C	P	P	P	P	P

C Credited

P Participating

N Not Participating

RPV City of Rancho Palos Verdes

PVE City of Palos Verdes Estates

RHE City of Rolling Hills Estates

RH City of Rolling Hills

LAC County of Los Angeles

LACFCD LA County Flood Control District

EXHIBIT B

Peninsula Watershed Management Group CIMP MOU - Responsible Agencies Representatives

1. **County of Los Angeles**
Department of Public Works, Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Angela George
E-mail: AGEORGE@dpw.lacounty.gov
Phone: (626) 458-4325
Fax: (626) 457-1526
2. **Los Angeles County Flood Control District**
Department of Public Works, Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Terri Grant
E-mail: TGRANT@dpw.lacounty.gov
Phone: (626) 458-4309
Fax: (626) 457-1526
3. **City of Rancho Palos Verdes**
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

Party Representative: Andy Winje, Senior Engineer
E-mail: andyw@rpv.com
Phone: (310) 544-5249
Fax: (310) 544-5292
4. **City of Palos Verdes Estates**
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

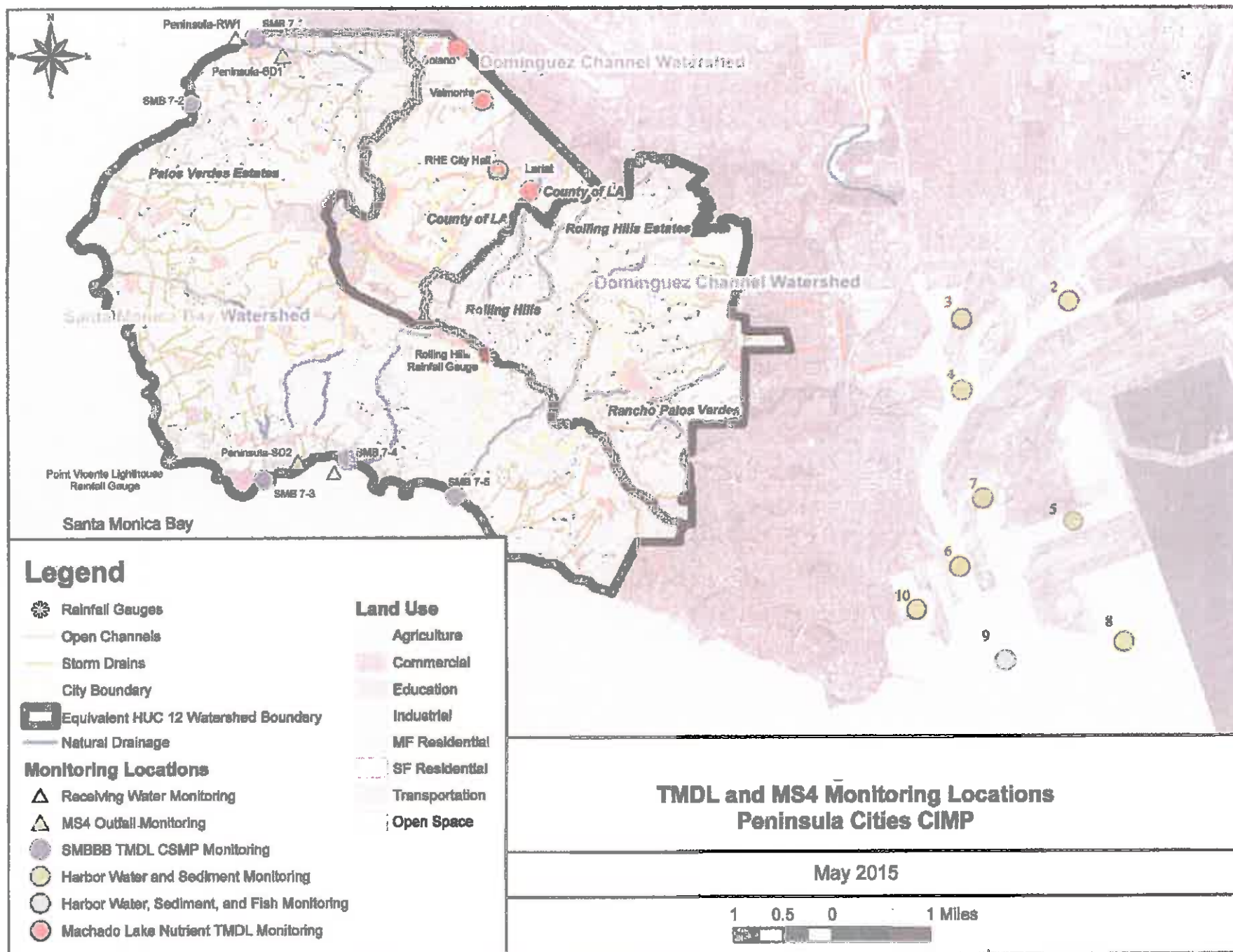
Party Representative: Anton Dahlerbruch, City Manager
E-mail: adahlerbruch@pvestates.org
Phone: (310) 378-0383
Fax: (310) 375-5918

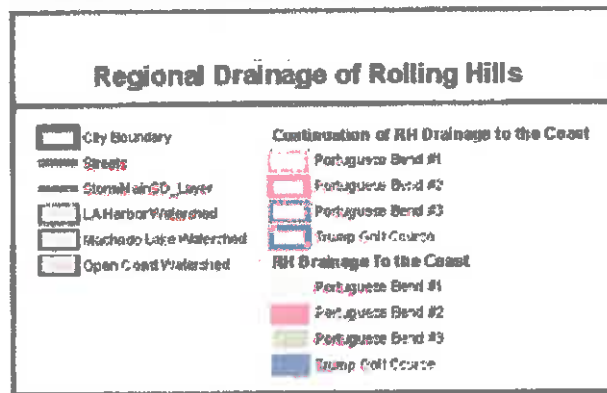
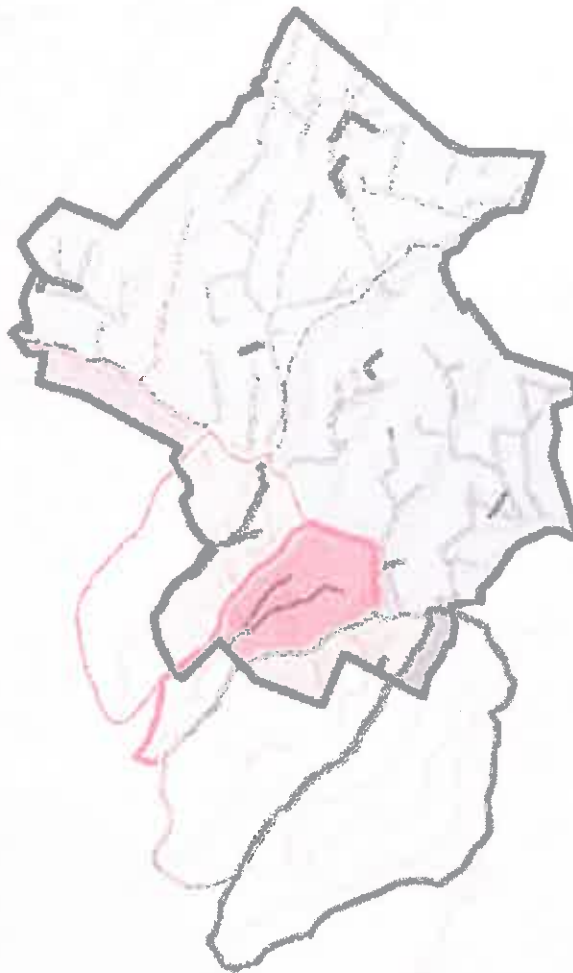
5. **City of Rolling Hills Estates**
4045 Palos Verdes Drive North Rolling Hills Estates,
CA 90274

Party Representative: Greg Grammer, Assistant City Manager
E-mail: gregg@ci.rolling-hills-estates.ca.us
Phone: 310-377-1577 x-107
Fax: (310) 377-4468

6. **City of Rolling Hills**
2 Portuguese Bend Road
Rolling Hills, CA 90274

Party Representative: Raymond R. Cruz, City Manager
E-mail: rcruz@cityofrh.net
Phone: (310) 377-1521
Fax: (310) 377-7288





01/28/2013

6

Stormwater Program Update

Green = Machado Lake
Pink = Santa Monica Bay
Blue = Los Angeles Harbor

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE
COUNTY OF LOS ANGELES, AND
THE CITIES OF RANCHO PALOS VERDES, PALOS VERDES ESTATES, ROLLING
HILLS, AND ROLLING HILLS ESTATES
REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE
PENINSULA CIMP AGENCIES

This Second Amendment to the Memorandum of Understanding is made and entered into as of June 15, 2021 between THE CITY OF RANCHO PALOS VERDES, a body corporate and politic, THE CITY OF ROLLING HILLS ESTATES, a body corporate and politic, THE CITY OF ROLLING HILLS, a body corporate and politic, THE CITY OF PALOS VERDES ESTATES, a body corporate and politic, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and THE COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY"

WITNESSETH

WHEREAS, the PARTIES entered into a Memorandum of Understanding (MOU) on May 03, 2016 for the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program (CIMP) for the Peninsula CIMP agencies, and

WHEREAS, the PARTIES amended the MOU on August 07, 2018 to include the cost of monitoring for the Santa Monica Bay Beaches Bacteria TMDL to the Total Cost Allocations for implementing the CIMP, and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the costs of implementing the CIMP, as proposed in Table 1 of Exhibit A and Table 2 and Table 3 of Exhibit B, and

WHEREAS, the PARTIES agree that the total annual cost for implementing the CIMP, preparing CIMP Annual Reports, and preparing any necessary revisions to the CIMP in compliance with the MS4 Permit shall not exceed \$588,345.45 which includes a ten percent (10%) contingency and a five percent (5%) contract administration cost, and

WHEREAS, the PARTIES agree that the final cost allocations will be based on the actual cost for implementing the CIMP, preparing CIMP Annual Reports, and preparing any necessary revisions to the CIMP in compliance with the MS4 Permit, and

WHEREAS, the PARTIES agree to amend the MOU to include the updated cost of monitoring and data reporting for the Peninsula CIMP agencies, and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, the PARTIES agree as follows

- Section 1 Recitals The recitals set forth above are true and correct and incorporated into this Second Amendment to the MOU
- Section 2 Purpose The purpose of this Second Amendment to the MOU is to cooperatively fund the implementation and any required revisions of the CIMP and to coordinate the payment and performance of the monitoring and reporting services
- Section 3 Cooperation The PARTIES shall fully cooperate with one another to attain the purposes of this Second Amendment to the MOU
- Section 4 Voluntary This Second Amendment to the MOU is voluntarily entered into for the implementation of the CIMP
- Section 5 Term This Second Amendment to the MOU shall become effective on the last date of execution by a PARTY (EFFECTIVE DATE), and shall remain in effect for five (5) years from the EFFECTIVE DATE

IN WITNESS WHEREOF, the PARTIES hereto have caused this Second Amendment to the MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES

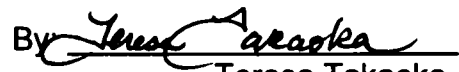
CITY OF RANCHO PALOS VERDES

Date _____

By 
Eric Alegria
Mayor

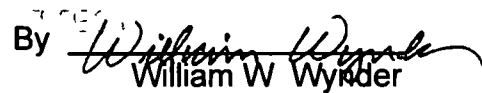
ATTEST

CITY OF RANCHO PALOS VERDES

By 
Teresa Takaoka
City Clerk

APPROVED AS TO FORM

City Attorney

By 
William W Wynder

CITY OF PALOS VERDES ESTATES

Date 5-3-2021

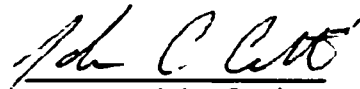
By 
Michael Kemp, Mayor

ATTEST

By 
Kylenn Chaney
City Clerk

APPROVED AS TO FORM

City Attorney

By 
John Cotti

4-30-2021
Date

CITY OF ROLLING HILLS

Date 4/29/2021

By Bea Dieringer
Bea Dieringer, Mayor

ATTEST

By Elaine Jeng
Elaine Jeng
Acting City Clerk

APPROVED AS TO FORM

City Attorney

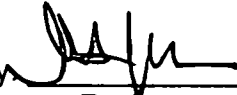
By Michael Jenkins
Michael Jenkins

04/30/2021

Date

CITY OF ROLLING HILLS ESTATES

Date 05/04/2021

By 
Steven Zuckerman, Mayor

ATTEST

By Carrie Gallagher for
Lauren Pettit
City Clerk

APPROVED AS TO FORM

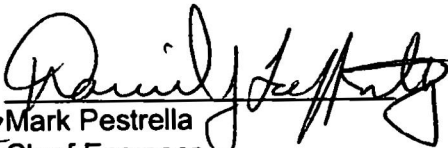
City Attorney

By Donald M Davis
Donald M Davis

May 4, 2021
Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By


FOR Mark Pestrella
Chief Engineer

6/2/21
Date

APPROVED AS TO FORM

COUNTY COUNSEL
Rodrigo A Castro Silva

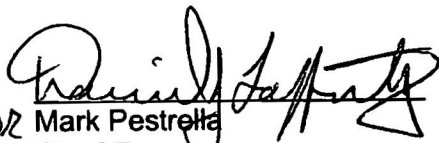
By


Deputy for GRACE CHANG

May 18, 2021
Date

COUNTY OF LOS ANGELES

By


FOR Mark Pestrella
Chief Engineer

6/2/21
Date

APPROVED AS TO FORM

COUNTY COUNSEL
Rodrigo A. Castro Silva
County Counsel

By

 for GRACE CHANG
Deputy

May 18, 2021
Date

Exhibit A

Expected Costs for Palos Verdes Peninsula Watershed CIMP Implementation and Revision

Table 1. Total CIMP Annual Implementation Costs

Monitoring and Reporting Programs	21-22 Estimated Costs
Outfall Monitoring (6 sites)	
• Access, Permits, Traffic Control, Sampling Plan and HSP	\$6,205.76
• Equipment/Labor	\$211,108.73
• Lab Sample Analyses and QA/QC	\$44,060.91
• Data Management, Analysis, and Reporting	\$69,109.62
Receiving Water Monitoring (2-4 sites)	
• Access, Permits, Traffic Control, Sampling Plan and HSP	\$1,128.32
• Equipment/Labor	\$32,157.13
• Laboratory	\$47,502.28
• Data Management and reporting	\$28,377.26
Santa Monica Bay Beaches Bacteria TMDL Monitoring (5 sites)	
• Monitoring, Data Management, Analysis, and Reporting	
• Sites have potential to be eliminated from monitoring once new MS4 Permit is approved	\$69,740.00
Subtotal w/o Contingency or Admin Costs	\$509,390.00
Contingency (10%) for CIMP Revision	\$50,939.00
Contract Administration (5%)	\$28,016.45
Grand Total	\$588,345.45

Tables 2 and 3 shall be modified as follows.

Table 2. Total Cost Allocation

Party	Area (sq. mi.)	Percent of Agency Area ¹	Percent of City Area ²	Subtotal without Contingency or Admin	Contingency ³	Contract Administrations (5%)	Total Annual Cost ⁴
City of Rancho Palos Verdes	13.5	52.73%	54.22%	\$257,712.09	\$25,771.21	\$14,174.17	\$297,657.47
City of Palos Verdes Estates	4.8	18.75%	19.28%	\$91,630.97	\$9,163.10	\$5,039.70	\$105,833.77
City of Rolling Hills Estates	3.6	14.06%	14.46%	\$68,723.22	\$6,872.32	\$3,779.78	\$79,375.32
City of Rolling Hills	3	11.72%	12.05%	\$57,269.35	\$5,726.94	\$3,149.81	\$66,146.10
County of Los Angeles ⁵	0.7	2.73%	N/A	\$8,584.86	\$858.49	\$472.17	\$9,915.52
LACFCD ⁶	-	-	-	\$25,469.50	\$2,546.95	\$1,400.82	\$29,417.27
Total	25.6	100%	100%	\$509,390.00	\$50,939.00	\$28,016.45	\$588,345.45

¹ Percent of Agency Area is the percent of total CIMP area including the County of Los Angeles Unincorporated area.

² Percent of City Area is the percent of CIMP area excluding the County of Los Angeles Unincorporated area.

³ Contingency costs include 10% the total estimated implementation costs before administrative costs.

⁴ Cost includes cost based on area, contingency, plus administration costs for each agency.

⁵ The County of Los Angeles cost only includes Outfall Monitoring.

⁶ The Los Angeles County Flood Control District cost includes 5% for all services.

Table 3. Agency Participation Summary

Task		RPV	PVE	RHE	RH	LAC	LACFCD
Outfall Monitoring		P	P	P	P	P	P
Receiving Water Monitoring		P	P	P	P	N	P
Santa Monica Bay Beaches Bacteria Shoreline Monitoring		P	P	P	P	N	P
P	Participating	RHE	City of Rolling Hills Estates				
N	Not Participating	RH	City of Rolling Hills				
RPV	City of Rancho Palos Verdes	LAC	County of Los Angeles				
PVE	City of Palos Verdes Estates	LACFCD	Los Angeles County Flood Control District				

Exhibit B

Peninsula Watershed Management Group
CIMP MOU – Responsible Agencies Representatives

1. City of Rancho Palos Verdes
Department of Public Works
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

Party Representative: Charles Eder
E-mail: charlese@rpvca.gov
Phone: (310) 544-5282
Fax: (310) 544-5292

2. City of Palos Verdes Estates
Department of Public Works
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Party Representative: Tim Jonasson
Email: tjonasson.hrgreen@pvestates.org
Phone: (760) 250-6722
Fax: (310) 375-5918

3. City of Rolling Hills Estates
Department of Public Works
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Party Representative: David Wahba
E-mail: davidw@rollinghillsestatesca.gov
Phone: 310-377-1577 x-103
Fax: (310) 377-4468

4. City of Rolling Hills
Planning and Community Services Department
2 Portuguese Bend Road
Rolling Hills, CA 90274

Party Representative: Meredith Elguira
E-mail: melguira@cityofrh.net
Phone: 310-377-1521
Fax: (310) 377-7288

5. Los Angeles County Flood Control District
Department of Public Works
Stormwater Quality Division, 11th Floor 900
South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Paul Alva
E-mail: palva@dpw.lacounty.gov

Phone: (626) 458-4325

Fax: (626) 457-1526

6. County of Los Angeles
Department of Public Works
Stormwater Quality Division, 11th Floor 900
South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Paul Alva

E-mail: palva@dpw.lacounty.gov

Phone: (626) 458-4325

Fax: (626) 457-1526

MEMORANDUM OF AGREEMENT

**BETWEEN THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT
THE CITIES OF PALOS VERDES ESTATES, ROLLING HILLS, ROLLING HILLS
ESTATES, AND RANCHO PALOS VERDES**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM
FOR THE PALOS VERDES PENINSULA WATERSHED**

This Memorandum of Agreement (MOA), including its attachments and exhibits, is made and entered into by and among the **COUNTY OF LOS ANGELES (COUNTY)**, a political subdivision of the State of California, **CITIES OF PALOS VERDES ESTATES, ROLLING HILLS, ROLLING HILLS ESTATES, AND RANCHO PALOS VERDES**, municipal corporations, and the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD)**, a body corporate and politic. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (REGIONAL BOARD) adopted National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 on November 8, 2012 (2012 MS4 Permit), which was superseded by the 2021 Regional Phase I MS4 Permit Order R4-2021-0105 (2021 MS4 Permit or MS4 Permit); and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that the COUNTY, the LACFCD, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County, comply with its prescribed elements; and

WHEREAS, the 2021 MS4 Permit became effective on September 11, 2021, and requires that the COUNTY, the LACFCD, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 Permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Palos Verdes Peninsula Watershed Management Area; and

WHEREAS, the PARTIES formed the Palos Verdes Peninsula (PVP) Watershed Management Group (WMG) to collaborate on the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit; and

WHEREAS, the PARTIES entered into a Memorandum of Understanding (CIMP MOU) on May 3, 2016, to collaborate in the development of a CIMP for the PVP Watershed Management Group; and

WHEREAS, the first CIMP was submitted to the REGIONAL BOARD by the PARTIES on June 27, 2014, and was approved by the REGIONAL BOARD on February 4, 2016; and

WHEREAS, the PARTIES amended the CIMP MOU on August 07, 2018, to include the cost of monitoring for the Santa Monica Bay Beaches Bacteria TMDL to the Total Cost Allocations for implementing the CIMP.

WHEREAS, a revised CIMP was submitted to the REGIONAL BOARD by the PARTIES on March 13, 2023, and was approved by the REGIONAL BOARD on November 14, 2024; and

WHEREAS, the PARTIES propose to hire consultants (CONSULTANTS), to implement certain requirements of the CIMP, which for purposes of this MOA, may also include the preparation of reports, tables, charts, and other documentation required by the CIMP, and any necessary revisions to the CIMP in compliance with the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring CONSULTANTS to implement certain requirements of the CIMP will be beneficial to the PARTIES, and they have agreed to contribute funds to CITY OF RANCHO PALOS VERDES, who will act as Administrator on behalf of the PARTIES to contract with CONSULTANTS to implement certain requirements of the CIMP; and

WHEREAS, the PARTIES agree that any unused funds from CIMP implementation may be reimbursed through credits toward future invoices and CIMP implementation agreements; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA.

WHEREAS, the PARTIES agree to maintain and cost share group membership through the California Stormwater Quality Association (CASQA).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and are fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively administer and fund the implementation of certain requirements of the CIMP, and to coordinate the payment and performance of the monitoring and reporting services.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of certain requirements of the CIMP, and authorizes CITY OF RANCHO PALOS VERDES to administer the cost-sharing described in Section 6.

Section 5. Term. The PARTIES expressly agree that this MOA shall become retroactively effective on July 1, 2026, and shall remain in effect until December 31, 2031.

Section 6. Cost-Sharing.

- a. Each PARTY, by executing this MOA, expressly agrees that all costs to be shared hereunder shall begin to accrue on July 1, 2026.
- b. The PARTIES have agreed to cooperatively cost share and fully fund the estimated costs of implementing certain requirements of the CIMP and optional Task 8 (SMBBB TMDL Monitoring), as shown in Table 1 of Exhibit A; based on the cost allocation formula contained in Table 2 of Exhibit A of this MOA.
- c. Any PARTY that does not desire to participate in optional Task 8 (SMBBB TMDL Monitoring) can submit a written request to the CITY OF RANCHO PALOS VERDES that they do not desire to be part of optional Task 8 (SMBBB TMDL Monitoring). The non-participating PARTY will not be responsible for its proportionate share of funds to complete the optional Task 8, and the cost will be recalculated amongst the remaining PARTIES. In the event that a PARTY does not wish to participate in optional Task 8 (SMBBB TMDL Monitoring), notification to the CITY OF RANCHO PALOS VERDES must be provided, where an amendment to the MOA will be drafted with the concurrence of the PARTIES, including an updated Tables 3 (Invoicing Schedule) and based on an updated cost share formula contained in Table 2 (Total Cost Allocation Formula by Permittee for 5.5 Years) of Exhibit A of this MOA. Upon execution of the MOA amendment, the revised invoicing schedule will go into effect the upcoming fiscal year (FY). For the election to participate in optional Task 8 to go into effect starting July 1, 2026 reflecting the current 26-27 FY, the non-participating PARTY shall provide notice to the CITY OF RANCHO PALOS VERDES as promptly as possible upon an election to opt out by its governing body. For all subsequent fiscal years, the non-participating PARTY must provide notice to the CITY OF RANCHO PALOS VERDES if it elects to participate in option Task 8 prior to March 31 of the

preceding fiscal year and, upon execution of the MOA amendment, the revised invoicing schedule will go into effect the upcoming FY.

- d. The PARTIES have agreed that the total cost for implementing certain requirements of the CIMP shall not exceed \$3,078,901 for five and a half (5.5) years, which includes a five percent (5%) program administration cost, and a ten percent (10%) contingency.

Section 7. CITY OF RANCHO PALOS VERDES. CITY OF RANCHO PALOS VERDES agrees to the following:

- a. Consultant Services. To retain a CONSULTANT and administer a CONSULTANT contract to implement MS4 Permit and monitoring and reporting requirements of the CIMP, and certain reporting requirements of the MS4 Permit, and any conditions required by subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the REGIONAL BOARD. The contract shall include provisions to effectuate Section 10(d) below relating to indemnity and insurance requirements.

CITY OF RANCHO PALOS VERDES will be compensated for the administration of the consultant contract at a rate of five percent (5%) of each PARTY'S cost share as described in Tables 1 and 2 of Exhibit A. CITY OF RANCHO PALOS VERDES will comply with all procurement requirements applicable to said selection.

- b. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 3 of Exhibit A. The annual payments for the period of July 1 through June 30 will be invoiced in July of that same year, except for the first invoice under this MOA, which will be issued upon the execution of this MOA by all PARTIES. At the end of each monitoring year, any unused funds will be rolled over and used toward future years of CIMP implementation and reporting.
- c. Expenditure. To utilize the funds deposited by the PARTIES only for the purposes authorized by this MOA. CITY OF RANCHO PALOS VERDES will provide an accounting of funds expended and remaining after the end of the MOA term.
- d. Contingency. To notify the PARTIES if actual costs are anticipated to exceed the total cost estimates contained in Table 1 of Exhibit A and obtain written approval of such additional costs from all PARTIES. Upon approval, the PARTIES agree to reimburse CITY OF RANCHO PALOS VERDES for their proportional share of these additional costs at an amount not to exceed ten percent (10%) of the original cost estimate as shown in Tables 1 and 2 of Exhibit A. This contingency will not be invoiced unless actual expenditure exceeds the original cost estimate. Expenditures that exceed the ten (10%) percent contingency will require an amendment to this MOA.

- e. Report. To coordinate with all PARTIES to submit reports to the REGIONAL BOARD as described in the CIMP on the PARTIES' behalf and distribute copies of the reports to the PARTIES for review and comment prior to submittal to the REGIONAL BOARD. CITY OF RANCHO PALOS VERDES will provide the PARTIES with an electronic copy of draft and completed reports. In addition, the CITY OF RANCHO PALOS VERDES will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the REGIONAL BOARD in a format that contains the table structure and syntax agreed upon by the PARTIES, e.g., California Environmental Data Exchange Network format. The CITY OF RANCHO PALOS VERDES will provide sufficient time [approximately four (4) weeks] to the PARTIES to review the prepared reports. The CITY OF RANCHO PALOS VERDES shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the REGIONAL BOARD.
- f. Termination or Expiration. To provide an accounting within ninety (90) days of the termination or expiration of this MOA, and to return any unused funds deposited with the CITY OF RANCHO PALOS VERDES to the PARTIES within one-hundred eighty (180) days of said termination or expiration, in accordance with the cost allocation formulas set forth in Exhibit A Tables 1 and 2. Subject to agreement by the CITY OF RANCHO PALOS VERDES, any funds which are to be reimbursed to a PARTY may be reimbursed through credits toward future invoices and agreements. This subsection shall survive termination or expiration of this MOA.
- g. Permit. To work in good faith with the PARTIES and their CONSULTANTS to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.
- h. LACFCD Facilities. To obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES), provided the CITY OF RANCHO PALOS VERDES and its CONSULTANT provide written notice seventy-two (72) hours in advance of entry to LACFCD's FACILITIES.

Section 8. LACFCD. LACFD agrees to the following:

- a. To grant permits to CITY OF RANCHO PALOS VERDES, its CONSULTANT, and any subconsultant for construction or installation of monitoring equipment in LACFCD FACILITIES subject to applicable permit requirements and for access over LACFCD right of way to conduct monitoring and to operate and maintain the monitoring equipment. Permits for the construction or installation of monitoring equipment will be subject to applicable permit fees, however, access permits shall be granted at no cost to the permittee.

Section 9. THE PARTIES. All PARTIES agree to the following:

- a. Payment. To fund the cost of the implementation of the CIMP, and to pay the CITY OF RANCHO PALOS VERDES for their proportional share of the estimated cost for the implementation, and program administration not exceeding the amounts as shown in Table 3 of Exhibit A, within sixty (60) days of receipt of the invoice from the CITY OF RANCHO PALOS VERDES. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the CIMP and pursuant to new REGIONAL BOARD requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written agreement of the PARTIES.
- b. Late Payment Penalty; Excluded Party. Any payment that is not received within sixty (60) days following receipt of the invoice from the CITY OF RANCHO PALOS VERDES shall be subject to a late payment of ten percent (10%). Interest on any late payment shall accrue at the rate of one percent (1%) per month for each month a payment is past due. If a PARTY remains delinquent beyond 60 days after the due date, then the CITY OF RANCHO PALOS VERDES may notify the REGIONAL BOARD, with a copy to the delinquent PARTY, that the delinquent PARTY is no longer a participating member, and said PARTY shall be deemed to have terminated its participation as a member of the MOA (EXCLUDED PARTY). Any EXCLUDED PARTY's delinquent amount(s) will be paid in accordance with the remaining PARTIES' pro-rata share pursuant to Table 3 of Exhibit A, as adjusted to remove the EXCLUDED PARTY from the allocation. The CITY OF RANCHO PALOS VERDES will revise Table 3 of Exhibit A to show recalculated costs for each remaining participating PARTY; the revised exhibit will be included with the next invoice to the PARTIES. The remaining participating PARTIES shall retain all contractual, legal, and equitable rights and causes of action to recover any delinquent amounts owed by an EXCLUDED PARTY who failed to make such payments.
- c. Shifting of Funds. Subject to prior written approval by all PARTIES, the PARTIES may shift funds collected under this MOA between tasks administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY's annual proportional share of costs, as set forth in Exhibit A.
- d. Documentation. To cooperate in good faith with one another to achieve the purposes of this MOA by providing all requested information and documentation in their possession and available for release to the CITY OF RANCHO PALOS VERDES and its CONSULTANT, including any subconsultant, that is deemed necessary by the PARTIES to implement this MOA.
- e. Access. Each PARTY will allow reasonable access and entry by the CITY OF RANCHO PALOS VERDES and CONSULTANT, on an as-needed basis during

the TERM of this MOA, to each PARTY'S facilities, as necessary to perform the activities of this MOA, provided, however, that prior to entering any of the PARTY'S facilities, the CITY OF RANCHO PALOS VERDES and CONSULTANT, including any subconsultant as applicable, shall obtain all necessary permits to perform the activities and provide written notice as required by those permits.

- f. Permit. Each PARTY will work in good faith with the CITY OF RANCHO PALOS VERDES and CONSULTANT, including any subconsultant as applicable, to obtain all necessary permits for the construction or installation of monitoring equipment and for access over right of way to operate and maintain the monitoring equipment within each PARTY'S jurisdiction. The PARTIES agree that the CITY OF RANCHO PALOS VERDES shall have the authority to obtain permits, on behalf of all PARTIES, for the use of FACILITIES and right of way of the LACFCD as necessary to implement this MOA. Each PARTY's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any PARTY from this Agreement, including as to the withdrawing PARTY, or expiration or termination of this MOA for any reason with respect to any Claims that occurred before the date of such withdrawal, expiration or termination.
- g. Participation. Each PARTY shall designate an individual to represent it at the PVP WMG that is authorized to provide official input on behalf of the PARTY and vote on additional activities pursuant to subsection (h) below (WMG REPRESENTATIVE). Each PARTY shall ensure that a representative attends the PVP WMG meetings and timely responds to e-mail communication.
- h. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing funds, including, but not limited to, the Safe Clean Water Program, to complete those activities. The PVP WMG shall discuss and determine additional activities to be completed and implementation approach to complete those activities through mutual written agreement. The PVP WMG will determine which activities to pursue in accordance with the following consensus process:
 - i. Consensus in the PVP WMG will be mean an affirmative vote of the supermajority (95%) of the PVP WMG members based on each PARTY's percentage land area of the Watershed as shown in, Figure 1 (Map of Palos Verdes Peninsula WMA) and Table 2 (Total Cost Allocation Formula by Permittee for 5.5 years) of Exhibit A.
 - ii. The CITY OF RANCHO PALOS VERDES shall email each WMG PARTY REPRESENTATIVE with a proposal to fund additional activities, and ask each to respond to the email within five (5) business days with a "yes" or "no" vote.

- iii. Consensus shall be determined by counting the email votes of WMG PARTY REPRESENTATIVES.
 - iv. In the event a WMG PARTY REPRESENTATIVE does not submit its vote within five (5) business days, its PARTY's vote shall be counted as a "yes" vote.
 - v. If the PARTIES reach consensus to undertake an additional activity, any PARTY that voted against the additional activity and does not wish to participate may submit a written request to the CITY OF RANCHO PALOS VERDES to be excluded from that activity. If granted, the non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional activity, and the cost will be recalculated amongst the remaining PARTIES. The request shall be granted unless one or more of the participating PARTIES demonstrates that reallocating the non-participating PARTY's share of the costs would impose an unreasonable hardship on such participating PARTY or PARTIES.
- i. Additional Participants. The PARTIES agree that if any other entity wishes to participate and cost share any element of the CIMP, an amendment to the MOA will be drafted with the concurrence of the MS4 Permittees, including an updated Table 3 based on updated parties, tasks and costs to Table 2 of Exhibit A of this MOA.

Section 10. Indemnification

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees) (together, LIABILITY), arising from or connected with, and in relative proportion to, its own negligence or willful misconduct in the performance of this MOA; provided, however, that no PARTY shall indemnify another PARTY for said other PARTY'S own negligence or willful misconduct. Each PARTY's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any PARTY from this Agreement, including as to the withdrawing PARTY, or expiration or termination of this MOA for any reason with respect to any LIABILITY that occurred before the date of such withdrawal, expiration or termination.
- b. If any PARTY pays in excess of its pro rata share in satisfaction of any liability arising out of the implementation of the CIMP, such PARTY shall be entitled to contribution from each of the other PARTIES; provided, however, that the right of contribution is limited to the amount paid in excess of the PARTY's pro rata share and provided further that no PARTY may be compelled to make contribution beyond its own pro rata share of the entire liability; and provided that no PARTY

shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.

- c. The PARTIES agree that any LIABILITY borne by or imposed upon any PARTY or PARTIES arising from the performance of this MOA that is not caused by or attributable to the negligence or willful misconduct of any PARTY shall be fully borne by all the PARTIES in accordance with their pro rata cost share, as set forth in this MOA.
- d. To the maximum extent permitted by law, the CITY OF RANCHO PALOS VERDES shall require the CONSULTANTS retained pursuant to this MOA to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the CONSULTANTS' performance of each of their agreements with the CITY OF RANCHO PALOS VERDES. In addition, the CITY OF RANCHO PALOS VERDES shall require the CONSULTANTS to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents, and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the CONSULTANTS' work under this MOA. Consultant shall include these requirements in its agreements with any subcontractors hired by the CONSULTANTS to perform work required by this MOA.

Section 11. Termination and Withdrawal:

- a. Termination. This MOA may be terminated upon the express written agreement of all PARTIES. If this MOA is terminated, then all PARTIES must agree on the date of termination, tasks to be completed prior to termination, payment of invoices due at the time of termination, and equitable redistribution of remaining funds deposited, if there are any. In the event of termination, each PARTY shall also be responsible for the payment of its own fines, penalties, or costs incurred as a result of the non-performance of the CIMP. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONSULTANTS still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. Default. If a PARTY fails to substantially comply with any of the terms or conditions of this MOA, then that PARTY shall forfeit its rights to work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

- c. Delinquent Payments. The CITY OF RANCHO PALOS VERDES shall notify all PARTIES in writing of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOA. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Tables 2 and 4 in Exhibit A, using the process defined in Section 9 (b). If the increase is more than the ten percent (10%) contingency, an amendment to this MOA must be executed to reflect the change in the PARTIES' cost share.
- d. Withdrawal. If a PARTY wishes to withdraw from this MOA for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thirty (30) days thereof. The withdrawing PARTY shall be responsible for its share of the costs, including costs for reporting of data and results, prorated according to the effective date of withdrawal. The effective date of withdrawal shall be the sixth (6th) day after the CITY OF RANCHO PALOS VERDES receives written notice of the PARTY'S intent to withdraw. Should any PARTY withdraw from this MOA, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.

Section 12. General Provisions:

- a. Survival. The provisions of this MOA relating to indemnification, hold harmless and duty to defend obligations, accrued payment obligations, ownership and use of work product, and any other provisions that by their nature are intended to survive termination or expiration shall survive such termination or expiration until fully performed or otherwise satisfied.
- b. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- c. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.

- d. Relationship of the Parties. The PARTIES are, and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- e. Binding Effect. This MOA shall be binding upon and shall be to the benefit of the respective successors and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without the prior written consent of the other PARTIES.
- f. Amendment. Unless expressly stated otherwise herein, the terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 9 or withdraws pursuant to Section 11(d). Such amendments may be executed by those individuals listed in Exhibit B or by other individuals authorized to execute such amendment on behalf of each PARTY.
- g. Law to Govern. This MOA is governed by, interpreted under, construed, and enforced in accordance with the laws of the State of California, and exclusive venue for any action involving this MOA will be in Los Angeles County.
- h. No Presumption in Drafting. The PARTIES to this Agreement agree that the general rule that an Agreement is to be interpreted against the PARTY drafting it or causing it to be prepared shall not apply.
- i. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- j. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof, and supersedes any prior agreements.
- k. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- l. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code Section 1633.2 and each of which shall be an original, but all of which taken together shall

constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

- m. No Third Party Beneficiaries. This MOA and every provision herein is generally for the exclusive benefit of the PARTIES and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the PARTY's obligations under this MOA.
- n. Counsel Representation. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed simply, as a whole, and according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOA as described in Section 12(f).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____
MARK PESTRELLA, PE
Director of Public Works

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Grace V. Chang, Principal Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
MARK PESTRELLA, PE
Chief Engineer

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Grace V. Chang, Principal Deputy

Date

CITY OF PALOS VERDES ESTATES

Date: _____

By: _____
Kerry Kallman
City Manager

ATTEST:

Tameka Cook
City Clerk

APPROVED AS TO FORM:

Trevor Rusin
City Attorney

CITY OF ROLLING HILLS

Date: _____

By: _____
Karina Bañales
City Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

CITY OF ROLLING HILLS ESTATES

Date: _____

By: _____
Greg Grammer
City Manager

ATTEST

By: _____

APPROVED AS TO FORM:

By: _____

CITY OF RANCHO PALOS VERDES

Date: _____

By: _____
Ara Michael Mihranian
City Manager

ATTEST

By: _____

APPROVED AS TO FORM:

By: _____
William Wynder
City Attorney

EXHIBIT A**Palos Verdes Peninsula Watershed CIMP****Table 1. Total MOA Costs**

Tasks	2026-27 Estimated Cost¹	2027-28 Estimated Cost¹	2028-29 Estimated Cost¹	2029-30 Estimated Cost¹	2030-31 Estimated Cost	Jul-Dec 2031	5.5 Years Estimated Cost
Task 1. Project Management, Communications, and Meetings	\$54,992	\$57,382	\$59,888	\$62,516	\$65,272	\$24,290	\$324,340
Task 2. Receiving Water Monitoring	\$28,014	\$28,999	\$30,022	\$31,083	\$32,184	\$0	\$150,302
Task 3. MS4 Stormwater Outfall Monitoring	\$51,954	\$53,655	\$55,413	\$57,232	\$59,113	\$0	\$277,367
Task 4. TMDL Outfall Monitoring	\$68,734	\$71,108	\$73,568	\$76,119	\$78,763	\$0	\$368,292
Task 5. Stormwater Outfall Monitoring Flowmeter Management	\$19,646	\$20,235	\$20,842	\$21,468	\$22,112	\$0	\$104,303
Optional Task 5B. Optional - Stormwater Outfall Monitoring Flowmeter Installation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 6. Monitoring Records	\$114,230	\$116,631	\$122,287	\$128,221	\$134,447	\$111,906	\$727,722
Optional Task 7. Annual CIMP Adaptive Management	\$19,309	\$19,792	\$21,289	\$22,353	\$23,471	\$24,644	\$130,858
Optional Task 8. SMBBB TMDL Monitoring	\$99,483	\$102,993	\$106,637	\$110,418	\$114,344	\$0	\$533,875
Optional Task 9. One-time CIMP Update (Not Year-dependent)	\$0	\$33,285	\$0	\$0	\$0	\$0	\$33,285
CASQA Membership ²	\$2,146	\$2,536	\$2,992	\$3,531	\$4,166	\$0	\$15,371
Subtotal	\$458,508	\$506,616	\$492,938	\$512,941	\$533,872	\$160,840	\$2,665,715
Contingency (10%)	\$45,851	\$50,662	\$49,294	\$51,294	\$53,387	\$16,084	\$266,572
Annual Cost	\$504,359	\$557,278	\$542,232	\$564,235	\$587,259	\$176,924	\$2,932,287
Administrative Fee (5%)	\$25,218	\$27,864	\$27,112	\$28,212	\$29,363	\$8,846	\$146,614
Total MOA Cost (5.5 Years)	\$529,577	\$585,141	\$569,343	\$592,447	\$616,622	\$185,770	\$3,078,901

1 – For 2026-27 through Jul-Dec, 2031, the estimate is based on cost estimate provided by a consultant

2 – For CASQA Membership fees, estimated costs are listed for FY 2029-30 and FY 2030-31, partly based on previous costs plus moderate inflationary increase

Table 2. Total Cost Allocation Formula by Permittee for 5.5 years

Party	Acr es	Perc ent of Area 1	Percent of City Area²	CIMP Tasks (1, 3-7, 9)¹	CIMP Task 2²	SMBBB (Task 8)⁶	CASQA	Total Cost⁵
City of Rancho Palos Verdes	13. 5	52.73	54.22	\$1,137,679	\$89,414	\$616,626	\$9,362	\$1,853,081
City of Palos Verdes Estates	4.8	18.75	19.28	\$404,508	\$31,792	\$0	\$3,329	\$439,629
City of Rolling Hills Estates	3.6	14.06	14.46	\$303,381	\$23,844	\$0	\$2,497	\$329,721
City of Rolling Hills	3	11.72	12.05	\$252,818	\$19,870	\$0	\$2,080	\$274,768
County of Los Angeles ³	0.7	2.73	N/A	\$58,991	\$0	\$0	\$485	\$59,476
LACFCD ⁴ (5%)	-	-	-	\$113,546	\$8,680	\$0	\$0	\$122,226
Total	25. 6	100	100	\$2,270,923	\$173,599	\$616,626	\$17,754	\$3,078,901

1 – Percent of Agency Area is the percent of total CIMP area including the County of Los Angeles Unincorporated area. Tasks 1, 3-7, and 9 are based on the Percent of Agency Area is the percent of total CIMP area including the County of Los Angeles Unincorporated area.

2 – Percent of City Area is the percent of CIMP area excluding the County of Los Angeles Unincorporated area

3 - The County of Los Angeles cost does not include Receiving Water Monitoring

4 - The Los Angeles County Flood Control District cost includes 5% for all CIMP services

5 - Includes 5% Program Administration and 10% Contingency cost of the total estimated implementation cost

6 – At the time the MOA was executed, the City of Rancho Palos Verdes was the only party that elected to participate in optional Task 8, therefore will only implement the program at monitoring sites within its jurisdictional area.

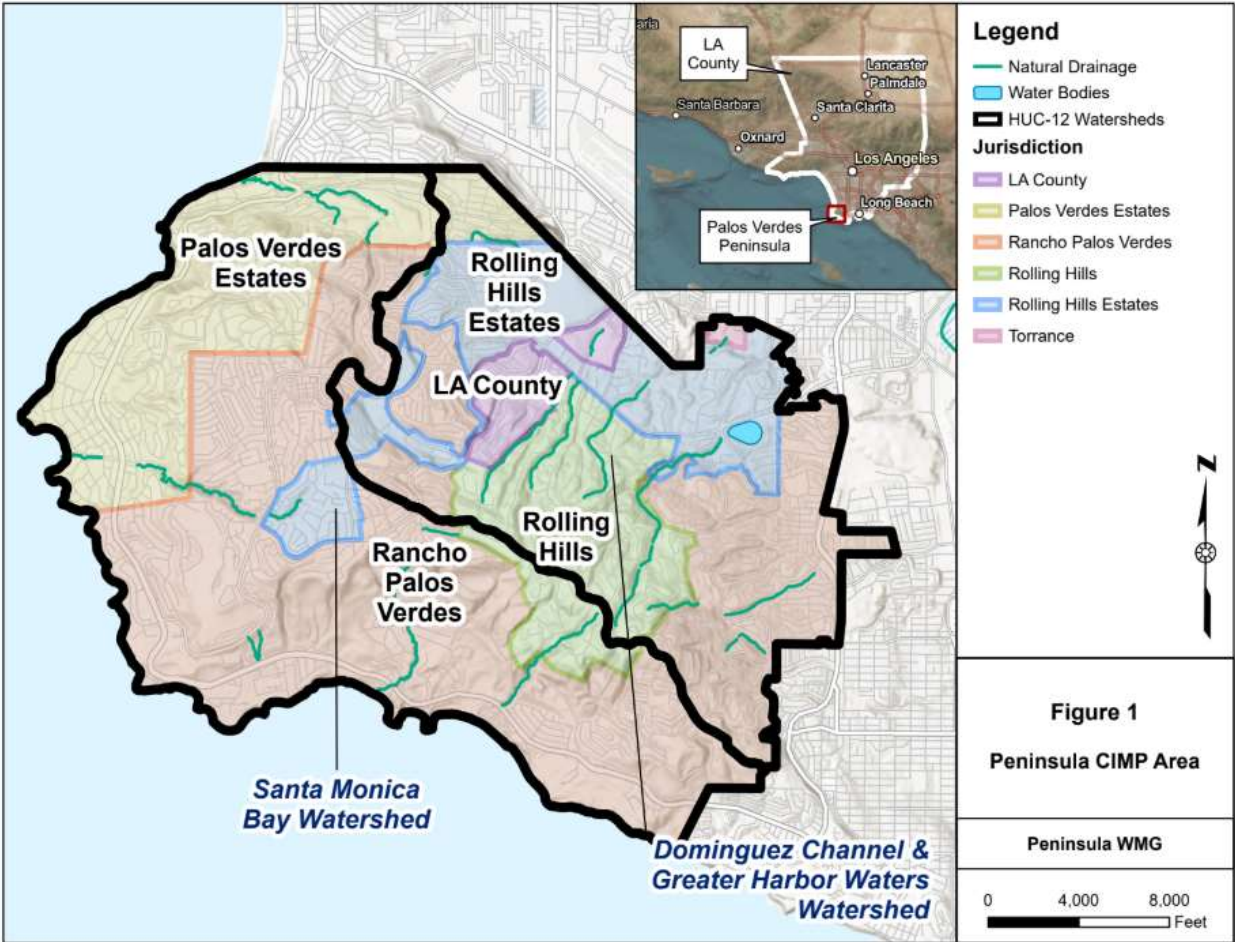


Figure 1. Map of Palos Verdes Peninsula WMA

Table 3. Invoicing Schedule¹

Party	2026-27 Invoice	2027-28 Invoice	2028-29 Invoice	2029-30 Invoice	2030-31 Invoice	Jul-Dec 2031	Total
City of Rancho Palos Verdes	\$323,166	\$353,053	\$347,270	\$361,057	\$375,468	\$93,067	\$1,853,081
City of Palos Verdes	\$74,049	\$83,234	\$79,681	\$83,031	\$86,543	\$33,090	\$439,629
City of Rolling Hills Estates	\$55,537	\$62,426	\$59,761	\$62,273	\$64,907	\$24,818	\$329,721
City of Rolling Hills	\$46,281	\$52,021	\$49,801	\$51,894	\$54,089	\$20,681	\$274,768
County of Los Angeles	\$9,935	\$11,244	\$10,694	\$11,150	\$11,628	\$4,826	\$59,476
LACFCD (5%)	\$20,610	\$23,163	\$22,136	\$23,042	\$23,987	\$9,289	\$122,226
Total	\$529,577	\$585,141	\$569,343	\$592,447	\$616,622	\$185,770	\$3,078,901

1 – Includes 5% program administration fee and 10% contingency.

EXHIBIT B

Palos Verdes Peninsula Watershed WMP Responsible Agencies Representatives

1. County of Los Angeles
Los Angeles County Public Works
Stormwater Quality Division
1000 South Fremont Avenue, Building A-9 East, 1st Floor
Alhambra, CA 91803-1331
Hannah Dewey
E-mail: HDEWEY@pw.lacounty.gov
Phone: (626) 300-4665
Fax: (626) 300-4620
2. Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Quality Division
1000 South Fremont Avenue, Building A-9 East, 1st Floor
Alhambra, CA 91803-1331
Hannah Dewey
E-mail: HDEWEY@pw.lacounty.gov
Phone: (626) 300-4665
Fax: (626) 300-4620
3. City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
Kerry Kallman, City Manager
Email: kkallman@pvestates.org
Phone: (310) 378-0383
4. City of Rolling Hills
2 Portuguese Rd.
Rolling Hills, CA 90275
Karina Bañales, City Manager
Email: kbanales@cityofrh.net
Phone: (310) 377- 1521
5. City of Rolling Hill Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274
Greg Grammer, City Manager
Email: GregG@rollinghillsestates.gov
Phone: (310) 377-1577, ext. 101

6. City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Ara Michael Mihranian, City Manager
Email: aram@rpvca.gov
Phone: (310) 544-5202



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.A.

Meeting Date: 7/27/2026

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Follow-Up Regarding Nuisance Abatement at 6 Saddleback Road and Consideration of Further Action

Background:

On June 22, 2026, the City Council conducted a public hearing regarding conditions at 6 Saddleback Road, Lot 18-RH, and considered Resolution No. 1416 declaring that certain conditions on the property constitute a public nuisance and ordering their abatement (Attachment A). The conditions identified by the City included a dilapidated fence, a portable toilet that had remained on the property without evidence of ongoing construction, and dead vegetation and brush.

Before the June 22 public hearing, the City issued multiple notices to the property owner regarding the conditions on the property. On June 5, 2026, following consultation with the City Attorney, the City issued a Notice and Order to Abate to the property owner.

At the June 22 public hearing, the City Council discussed the nature and extent of the identified conditions, including the condition of the fence, the presence of the portable toilet, and the dead vegetation and brush. Councilmembers also discussed the City's code enforcement practices and the importance of ensuring that the City makes reasonable efforts to work with the property owner towards voluntary compliance.

Following the public hearing and discussion, the City Council adopted Resolution No. 1416, declaring the identified conditions a public nuisance and providing the property owner with 30 days to abate the nuisance conditions.

The City Council directed staff to use the 30-day period to make additional efforts to contact and work with the property owner, including pursuing personal contact, and to return to the City Council at the second meeting in July with an update regarding the status of the property and the City's efforts.

The Council further directed that, if the nuisance conditions remained, staff should provide information regarding the estimated cost of City-performed abatement so that the Council could determine the appropriate next steps.

Discussion:

Status of Nuisance Conditions

The 30-day compliance period authorized by the City Council on June 22, 2026, has now elapsed. As of July 23, 2026, no corrective action has been taken to abate the nuisance conditions identified in Resolution No. 1416. Dead vegetation and brush have been addressed as discussed in the sections below. However, the other conditions identified in the resolution remain on the property, including:

- A dilapidated fence; and
- A portable toilet.

Over the past few weeks, City staff continued monitoring these conditions at the property despite the departure of the Code Compliance/Planning Technician. Staff also contacted the complainant to provide a status update regarding the case.

Staff Contact with Property Owner

At the June 22, 2026 City Council meeting, the Council directed staff to make additional efforts to contact and work with the property owner during the 30-day compliance period, including pursuing personal contact.

As of the date of this report, the City Manager and Planning Manager have met with the property owner to discuss the conditions on the property and potential next steps. During that conversation, staff discussed the clearance of dead vegetation, removal of dead trees, and the deteriorated fence, as well as the portable toilet on the property.

The property owner acknowledged that the barn and corral predate their ownership of the property, are more than 50 years old and in a deteriorated condition. The property owner also indicated that he has never owned a horse. Staff and the property owner also discussed several ideas regarding potentially replacing the area with an accessory dwelling unit or guest house, as well as the future of the property, which the owner indicated may eventually be passed down to his children.

With respect to the portable toilet, the property owner stated that it has been on the property for approximately 15 years and has not been pumped or emptied during that time. Staff advised that, although the portable toilet is not readily visible from the street, it may present a potential health concern. City staff will assist in facilitating bids for the property owner for the clean out and removal of the portable toilet.

The property owner made no representations regarding removal of the fence or vegetation but explained that the fence is part of an old corral that predates their ownership and has not been used in many years.

Review of Remaining Conditions

Dead Vegetation, Brush, and Trees

Dead vegetation and brush were identified in the City's prior notices and considered by the City Council on June 22, 2026. The original code case also identified four dead pepper trees on the property. Since that time, the trees have been removed after one fell onto the neighboring property. As a result, the dead trees previously identified as part of the code case are no longer present.

Following the June 22 meeting, staff reviewed the remaining vegetation and brush on the property. While some vegetation and brush remain, staff observed that the remaining vegetation appeared to

be green and living and did not appear to constitute the dead brush previously identified as a nuisance condition.

Based on staff's observations, the remaining green vegetation and brush are not recommended for abatement at this time.

Fence

The fence at 6 Saddleback Road is not being identified as a public nuisance solely because it is old or in need of repair. Rather, the condition of the fence is being presented to the City Council for consideration based on the overall condition of the property and the substantial deterioration of the fence, including portions that have fallen to the ground and the accumulation of wooden debris. These conditions may present a potential fire hazard and create an unsightly condition visible from the surrounding area.

The City recognizes that not every fence in need of repair constitutes a public nuisance and that each property must be evaluated based on its specific circumstances. The City Council may consider the condition and location of the fence, the extent of its deterioration, the presence of debris, and any potential fire or safety concerns when determining whether the fence should continue to be treated as a public nuisance and whether abatement is appropriate.

As of July 2026



Portable Toilet

The portable toilet has reportedly remained on the property for approximately 15 years and, according to the property owner, has not been pumped or emptied during that time. Although the portable toilet is not readily visible from the street, staff has identified its continued presence and reported lack of servicing as a potential health concern.

Staff is assisting the property owner in obtaining bids for removal and disposal of the portable toilet. The City Council may consider this information when determining whether to proceed with City-performed abatement or allow additional time for voluntary compliance.



Estimated Cost of City-Performed Abatement

Staff estimates that the cost to address the fence and portable toilet would be approximately:

Item	Estimated Cost
Removal of dilapidated fence, hauling & disposal	\$1500-\$3000
Removal of portable toilet and disposal	\$800-\$1000
Attorney's fees	\$4000

Actual costs may vary depending on the scope of work, contractor availability, prevailing wage requirements, disposal requirements, and any additional legal services required.

Conclusion

Based on the conditions described above, the City Council has discretion to determine whether the remaining conditions at 6 Saddleback Road continue to constitute a public nuisance and what action, if any, should be taken.

The City Council may direct staff to proceed with City-performed abatement of the deteriorated fence and portable toilet, provide staff with additional time to continue working with the property owner to seek voluntary compliance, or provide other direction regarding the identified conditions.

Based on staff's observations, the remaining green vegetation and brush are not recommended for abatement at this time, as they do not currently appear to constitute a nuisance condition. The City

Council may consider this information, along with the other conditions described in this report, in determining the appropriate next steps.

Fiscal Impact:

Potential costs will be determined based on City Council direction.

Recommendation:

It is recommended that the City Council:

1. Receive and file the status update regarding the nuisance conditions at 6 Saddleback Road, Lot 18-RH;
2. Determine that the remaining green vegetation and brush do not require abatement at this time, based on staff's observation that the vegetation appears to be living and does not constitute the dead vegetation and brush previously identified as nuisance conditions.
3. Consider whether the remaining conditions identified in Resolution No. 1416, including the deteriorated fence and portable toilet, continue to constitute a public nuisance;
 - Provide direction to staff regarding the appropriate next steps, which may include, assisting the property owner with the removal of one or both public nuisances;
4. Provide other direction deemed appropriate by the City Council

Attachments:

1. Attachment A - CL_AGN_260622_CC_Item11A



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 11.A.

Meeting Date: 6/22/2026

To: City Council

From: Benjamin Johnson , Code Compliance Officer / Planning Technician

Thru: Whitney Berry, Planning Manager, Karina Bañales, City Manager

Subject: A Hearing regarding a Nuisance Abatement at 6 Saddleback Road (Lot 18-RH), and consideration of a Resolution of the City Council of the City of Rolling Hills Declaring the condition of the property to be a Public Nuisance and Ordering the Abatement thereof

Background:

On August 21, 2025, the City received an anonymous complaint regarding three code violations: a portable toilet, a dilapidated fence, and four dead trees at the 6 Saddleback Road. Staff conducted a follow-up investigation on December 9, 2025, and confirmed that all violations were still present.

On February 11, 2026, a first Notice of Violation was sent to property owners Terry and Margaret Reiter via mail and email. A follow-up inspection was conducted by City Staff on or around February 17, 2026. During this inspection, staff observed the violations to still be present on the property.

On February 26, 2026, a second Notice of Violation was sent to the property owners via mail and email. Prior to this Notice being sent, City Staff was informed that one of the four dead trees that was a part of the original code case had collapsed and nearly hit the neighboring property. The property owner proceeded to remove the collapsed tree and the three remaining trees, but did not address the other violations. On March 10, 2026, staff conducted a follow-up inspection and determined that the remaining violations were still present.

On March 23, 2026, a final Notice of Violation was mailed and emailed to the property owners due to the lack of corrective action being taken. On April 15, 2026, staff conducted a follow-up inspection, and confirmed that the portable toilet and dilapidated fence violations were still present. As a result, the City Manager has determined that a nuisance exists on the property.

In April 2026, the matter was forwarded to the City Attorney's Office for further enforcement action.

On June 5, 2026, a Legal Notice and Order to Abate the nuisance was sent to the property owners via both certified mail and email. The Notice and Order gave the property owners fifteen days, to June 20, 2026, to remedy the remaining violations. The Notice and Order also stated that should the work not be completed, or the owners fail to make a good faith effort towards abatement, a hearing will be

held before the City Council on June 22, 2026, to determine whether conditions on the property constitute a continuing public nuisance, and order that the nuisance be abated.

Property History

On February 2, 2024, the City investigated an anonymous complaint regarding the subject property at 6 Saddleback Road and determined that debris and other materials stored improperly on the site constituted a code violation. After issuing three Notices of Violation and conducting a public hearing, the City Council adopted Resolution No. 1375 on August 11, 2024, declaring the condition of the property a public nuisance and ordering its abatement by September 11, 2024.

As the homeowner did not abate the nuisance, the City completed the abatement at 6 Saddleback Road on the morning of November 7, 2024. Following the abatement, Mr. Terry Reiter, owner of the subject property, visited City Hall on November 15, 2024, in a good-faith effort to pay the abatement costs and avoid having a lien placed on the property. Staff has since determined that the payment was never received, apparently due to staff turnover and an administrative oversight. Staff is currently consulting with the City's Code Compliance Attorney regarding the appropriate next steps.

Discussion:

Rolling Hills Municipal Code (RHMC) Chapter 8.24 defines a nuisance as “anything which is injurious to health or safety, or injurious to the stability of real property, that affects a considerable number of persons at the same time.” This Chapter also requires that every property owner maintain their property “free from any nuisance.” When the City Manager determines that a nuisance exists, they may notify the property owner to abate the nuisance and, if not corrected, begin a hearing process to rectify the situation.

Despite numerous letters to the property owners and several inspections of 6 Saddleback Road, the property owners have made no efforts to abate the nuisance. A photograph of the portable toilet and dilapidated fence are included as Attachment A. RHMC Section 17.48.040 (Allowed Temporary Uses) allows for a portable toilet for a six-month period, provided construction activity is occurring. Since the case was opened in August 2025, there has been no approved or permitted construction taking place on the subject property. The portable toilet, dilapidated fence and dead trees located on the property at 6 Saddleback Road pose safety hazards and are unsightly. For this reason, conditions on the property constitute a nuisance and must be abated.

The purpose of this public hearing is to determine whether the property owners of 6 Saddleback Road have taken appropriate actions to abate the nuisance as described in this staff report and whether the condition constitutes a continued public nuisance. Should the City Council declare that any property contains a nuisance, it is respectfully requested that the City Council order the property owner(s) to abate the nuisance, pursuant to Rolling Hills Municipal Code section 8.24.050.

At the public hearing, City Staff will describe whether the property owners have followed through with the promised actions and provide an update on the current status of the properties.

Testimony may also be provided by the property owners, their representatives, or other interested parties.

NOTIFICATION

After the public hearing, the City Clerk must notify all owners and possessors of the subject property of the Council's decision. The following people must be notified:

- Terry and Margaret Reiter (6 Saddleback Rd)

CONCLUSION

As described, this property has received multiple written notices and follow-up contacts from the City, including several letters to the owners and repeated site visits to observe and document the violations.

Should the City Council find that the condition of the subject property continues to constitute a public nuisance within the meaning of the Municipal Code, the attached Resolution declares the conditions to constitute a public nuisance and order the abatement thereof. The Resolutions further state that if the property owner fails to sufficiently abate the nuisance, the City Council will be authorized to cause the abatement of the nuisance.

Fiscal Impact:

To be determined.

Recommendation:

Open the public hearing, consider all testimony and, upon consideration of the evidence, adopt Resolution No. 1416 declaring the condition to constitute a public nuisance and ordering the abatement thereof.

Attachments:

1. Attachment A - ResolutionNo1416_6Saddleback_AbatementHearing_F
2. Attachment B - CE_ADD_260610_6SaddlebackRd_Case465_PhotoExistingViolations
3. Attachment C - CE_ADD_260211_6SaddlebackRD_Case465_NOV1_F
4. Attachment D - CE_ADD_260226_6SaddlebackRD_Case465_NOV2_F
5. Attachment E - CE_ADD_260323_6SaddlebackRD_Case465_FinalNOV_F
6. Attachment F - CE_ADD_260610_6SaddlebackRd_Case465_NoticeAndOrderToAbate

RESOLUTION NO. 1416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DECLARING A DILAPIDATED FENCE AND PORTABLE TOILET ON A PROPERTY LOCATED AT 6 SADDLEBACK ROAD TO BE A PUBLIC NUISANCE AND ORDERING THE ABATEMENT THEREOF (LOT 18-RH) (REITER)

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

Section 1. Recitals.

A. It is the duty of every person that owns or is in possession of any property, place or area within the boundaries of the City to maintain the property, place or area free from any nuisance. (Rolling Hills Municipal Code Section 8.24.020.) Section 17.48.040 (Allowed Temporary Uses) allows for a portable toilet for up to six months, provided construction activity is occurring.

B. On or around August 21, 2025, City Staff was alerted to the fact that there was a portable toilet, dilapidated fence and four dead trees located on the property at 6 Saddleback Road (Lot 18-RH) (hereinafter referred to as the "Subject Property"). The portable toilet, dilapidated fence and dead trees located on the property at 6 Saddleback Road pose safety hazards and are unsightly..

C. On February 11, 2026, City Staff notified the owners of the Subject Property, Terry and Margaret Reiter ("Property Owners"), that the portable toilet, dilapidated fence and dead trees were in violation of Rolling Hills Municipal Code Section 8.30.010 and must be removed. Section 8.24.010 reads, "For the purposes of this chapter, a 'nuisance' shall be defined as anything which is injurious to health or safety, or is indecent or offensive to the senses, or an obstruction to the free use of property or injurious to the stability of real property so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any street, and affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal." City Staff indicated that said items must be removed no later than February 25, 2026. This deadline passed and the Property Owners failed to make a good faith effort towards abatement of the nuisance condition on the Subject Property.

D. On February 26, 2026, City Staff sent a second notice to the Owners and indicated that said dead and overgrown brush must be removed no later than March 12, 2026. This deadline passed and the Property Owners failed to make a good faith effort towards abatement of the nuisance condition on the Subject Property.

E. On March 23, 2026, City Staff sent a Notice to Abate to the Property Owners that required the Owners to abate the identified nuisance within 15 days from the date of the Notice, or April 6th, 2026. If the conditions in the Notice were not abated, or if the Property Owners failed

to make a good faith effort toward abatement to the satisfaction of the City Manager by December 6th, 2025, then a hearing would be scheduled before the City Council on June 22, 2026.

F. On June 5, 2026, City Staff sent a Notice and Order to Abate to the Property Owners that indicated a hearing would be scheduled before the City Council on June 22, 2206.

Section 2. Pursuant to Sections 8.24.040 and 8.24.050 of the Rolling Hills Municipal Code, the City Council conducted a hearing on June 22, 2026, to consider any protest of the Property Owner, possessor or other interested person regarding the condition of the Subject Property.

Section 3. Upon consideration of the staff report, related documents and the evidence presented at the time of the hearing, the City Council declares that the property at 6 Saddleback Road constitutes a condition that is injurious to the public health, safety and welfare by violating Section 8.30.010 of the Rolling Hills Municipal Code such that it is a public nuisance pursuant to Chapter 8.24 of the Rolling Hills Municipal Code.

Section 4. In accordance with the foregoing, and because it is the duty of property owners to maintain their properties free of nuisances, the City Council orders that the Property Owners remove the dead and overgrown brush, portable toilet, and repair the dilapidated fence on the Subject Property within 30 days of the date of this Resolution but no later than July 22nd, 2026. In the event the property owners fail to complete the measures specified above by the specific dates the City will perform the corrective measures at the Property Owners' expense as authorized in Section 8.24.060 *et seq.* of the Rolling Hills Municipal Code.

Section 5. If the nuisance is not abated as specified herein, then the City Manager is authorized to cause the nuisance to be abated by the City by seeking an Abatement Warrant from the local Superior Court, and also is directed to notify the property owner in writing by certified mail and regular mail of the cost of removal of the nuisance and that payment in full for removal of the nuisance is due to the City within 10 days of the date of mailing of the notice (RHMC section 8.24.070). If the total cost of abating the nuisance is not paid to the City within 10 days after the date of the notice, the City Clerk shall record, in the Office of the County Recorder, a statement of the total balance due to the City, which shall constitute a lien or special assessment upon the property in accordance with sections 8.24.070 and 8.24.080 of the Rolling Hills Municipal Code.

Section 6. The City Clerk is hereby directed to send a copy of this resolution by certified and regular mail to the owners of the property located at 6 Saddleback Road.

Section 7. This resolution shall take effect immediately on June 22, 2026.

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2025.

BEA DIERINGER
MAYOR

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

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

I certify that the foregoing Resolution No. 1416 entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS DECLARING A DILAPIDATED FENCE AND
PORTABLE TOILET ON A PROPERTY LOCATED AT 6
SADDLEBACK ROAD TO BE A PUBLIC NUISANCE AND
ORDERING THE ABATEMENT THEREOF (LOT 18-RH)
(REITER)**

was approved and adopted at a regular meeting of the City Council on the 22nd day of June 2026,
by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Administrative Offices.

CHRISTIAN HORVATH
CITY CLERK





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

February 11, 2026

Terry Reiter
6 Saddleback Rd
Rolling Hills, CA 90274-5141

Re: Case Number 465
Subject Property: 6 Saddleback Road, Rolling Hills, CA 90274-5141
Property ID Number: 7569-003-001

Notice of Violation

Dear Mr. & Mrs. Reiter,

The City of Rolling Hills is seeking your cooperation in addressing code violations identified on your property. During a recent inspection, it was observed that the property contains dead vegetation, a dilapidated fence, and a portable toilet. Photos of the aforementioned violations can be found attached to this letter. These conditions are not in compliance with the following section(s) of the Rolling Hills Municipal Code:

Section 8.30.010 – Dead or Alive Tumbleweeds and Dead Vegetation as Public Nuisance:

"Every person who owns or is in possession of any property, place, or area within the boundaries of the City shall, at his or her own expense, maintain the property, place, or area free from any dead or alive tumbleweed or dead tree, shrub, palm frond, or other plant. Any dead or alive tumbleweed or dead tree, shrub, palm frond, or other plant located on any property in the City is hereby declared to be a public nuisance."

Section 8.24.010 – Nuisance Defined

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

Section 17.48.040(B)(2) – Self-Contained Portable Toilets.

- a. *"A temporary self-contained portable toilet is permitted, during interruption of sewer or septic service for emergencies or planned upgrades/repairs. The use of self-contained portable toilets is limited to the time period of the interruption of sewer or septic service."*
- b. *A temporary self-contained portable toilet is permitted, during special events such as wedding receptions or family reunions on private property. The use of self-contained portable toilets is limited to four calendar days or less."*

Resolution Actions

You are required to repair or remove the damaged fence, remove the four dead trees, and remove the portable toilet. You have until **February 25, 2026**, (two weeks from the date of this notice) to comply and complete the required corrections.

We understand that maintaining your property takes time and effort, but addressing these issues is critical to preserving the safety and well-being of our community. Especially during this time of year, removing dead vegetation helps to reduce fire risks and protect the surrounding area.

Failure to address this violation within the specified timeframe may result in your property being deemed a nuisance and could lead to abatement procedures or other enforcement actions.

Contact Information

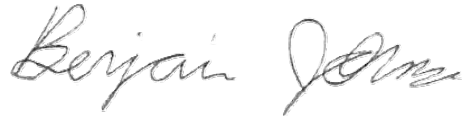
If you have any questions, need assistance, or would like to discuss this matter further, please don't hesitate to contact us:

- **Phone:** (310) 377-1521
- **Email:** bjohnson@cityofrh.net

We are here to help and appreciate your cooperation in addressing this matter. Thank you for your prompt attention to this issue and for helping to maintain the safety and character of our community.

Respectfully,

--

A handwritten signature in dark ink, appearing to read "Benjamin Johnson", written in a cursive style.

Benjamin Johnson
Code Compliance Officer/Planning Technician
Planning and Community Services
2 Portuguese Bend Rd, Rolling Hills, CA 90274





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

February 26, 2026

Terry & Margaret Reiter
6 Saddleback Rd
Rolling Hills, CA 90274-5141

Re: Case Number 465
Subject Property: 6 Saddleback Road, Rolling Hills, CA 90274-5141
Property ID Number: 7569-003-001

Second Notice of Violation

Dear Mr. & Mrs. Reiter,

The City of Rolling Hills is seeking your cooperation in addressing code violations identified on your property. During a recent inspection, it was observed that the property contains dead vegetation, a dilapidated fence, and a portable toilet. Photos of the aforementioned violations can be found attached to this letter. These conditions are not in compliance with the following section(s) of the Rolling Hills Municipal Code:

Section 8.30.010 – Dead or Alive Tumbleweeds and Dead Vegetation as Public Nuisance:

"Every person who owns or is in possession of any property, place, or area within the boundaries of the City shall, at his or her own expense, maintain the property, place, or area free from any dead or alive tumbleweed or dead tree, shrub, palm frond, or other plant. Any dead or alive tumbleweed or dead tree, shrub, palm frond, or other plant located on any property in the City is hereby declared to be a public nuisance."

Section 8.24.010 – Nuisance Defined

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

Section 17.48.040(B)(2) – Self-Contained Portable Toilets.

- a. *"A temporary self-contained portable toilet is permitted, during interruption of sewer or septic service for emergencies or planned upgrades/repairs. The use of self-contained portable toilets is limited to the time period of the interruption of sewer or septic service."*
- b. *A temporary self-contained portable toilet is permitted, during special events such as wedding receptions or family reunions on private property. The use of self-contained portable toilets is limited to four calendar days or less."*

Resolution Actions

You are required to repair or remove the damaged fence, remove the four dead trees, and remove the portable toilet. You have until **March 12, 2026**, (two weeks from the date of this notice) to comply and complete the required corrections.

We understand that maintaining your property takes time and effort, but addressing these issues is critical to preserving the safety and well-being of our community. Especially during this time of year, removing dead vegetation helps to reduce fire risks and protect the surrounding area.

Failure to address this violation within the specified timeframe may result in your property being deemed a nuisance and could lead to abatement procedures or other enforcement actions.

Contact Information

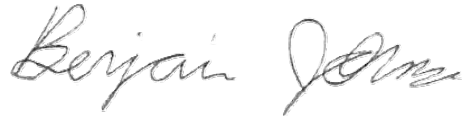
If you have any questions, need assistance, or would like to discuss this matter further, please don't hesitate to contact us:

- **Phone:** (310) 377-1521
- **Email:** bjohnson@cityofrh.net

We are here to help and appreciate your cooperation in addressing this matter. Thank you for your prompt attention to this issue and for helping to maintain the safety and character of our community.

Respectfully,

--

A handwritten signature in dark ink, appearing to read "Benjamin Johnson", written in a cursive style.

Benjamin Johnson
Code Compliance Officer/Planning Technician
Planning and Community Services
2 Portuguese Bend Rd, Rolling Hills, CA 90274





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

March 23, 2026

Terry & Margaret Reiter
6 Saddleback Rd
Rolling Hills, CA 90274-5141

Re: Case Number 465
Subject Property: 6 Saddleback Road, Rolling Hills, CA 90274-5141
Property ID Number: 7569-003-001

Final Notice of Violation

Dear Mr. & Mrs. Reiter,

The City of Rolling Hills thanks you for your cooperation in addressing one of the code violations on your property and removing the four dead pepper trees. The City seeks your continued cooperation in working to remedy the code violations that remain on your property. During a recent inspection, it was observed that the property contains a dilapidated fence and a portable toilet. Photos of the aforementioned violations can be found attached to this letter. These conditions are not in compliance with the following section(s) of the Rolling Hills Municipal Code:

Section 8.24.010 – Nuisance Defined

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

Section 17.48.040(B)(2) – Self-Contained Portable Toilets.

- a. “A temporary self-contained portable toilet is permitted, during interruption of sewer or septic service for emergencies or planned upgrades/repairs. The use of self-contained portable toilets is limited to the time period of the interruption of sewer or septic service.*
- b. A temporary self-contained portable toilet is permitted, during special events such as wedding receptions or family reunions on private property. The use of self-contained portable toilets is limited to four calendar days or less.”*

Resolution Actions

You are required to repair or remove the damaged fence and remove the portable toilet. You have until **April 6, 2026** (two weeks from the date of this notice) to comply and complete the required corrections.

We understand that maintaining your property takes time and effort, but addressing these issues is critical to preserving the safety and well-being of our community.

Failure to address this violation within the specified timeframe may result in your property being deemed a nuisance and could lead to abatement procedures or other enforcement actions.

Contact Information

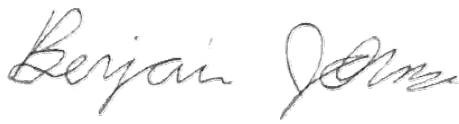
If you have any questions, need assistance, or would like to discuss this matter further, please don't hesitate to contact us:

Phone: (310) 377-1521

Email: bjohnson@cityofrh.net

We are here to help and appreciate your cooperation in addressing this matter. Thank you for your prompt attention to this issue and for helping to maintain the safety and character of our community.

Respectfully,

A handwritten signature in dark ink, appearing to read "Benjamin Johnson", written in a cursive style.

Benjamin Johnson
Code Compliance Officer/Planning Technician
Planning and Community Services
2 Portuguese Bend Rd, Rolling Hills, CA 90274





Dylan Vaughn Gunzel
Senior Prosecution Counsel
(951) 826-8333
dylan.gunzel@bbklaw.com

File No. 65277.00002

June 5, 2026

**BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Reiter Family Trust
% Terry Ronald Reiter
6 Saddleback Road
Rolling Hills, California 90274

Reiter Family Trust
% Margaret E. Reiter
6 Saddleback Road
Rolling Hills, California 90274

**Re: NOTICE AND ORDER TO ABATE:
Violations of the Rolling Hills Municipal Code on the Property
Located at 6 Saddleback Road, Rolling Hills, APN: 7569-003-001**

Dear Mr. and Ms. Reiter:

This Legal Notice and Order to Repair or Abate (“Notice and Order”) is issued pursuant to Rolling Hills Municipal Code sections 8.24.010 *et seq.* It has been determined by building and code enforcement officials for the City of Rolling Hills (“City”) that your property at the address identified above (“Subject Property”) contains unlawful conditions that constitute a public nuisance and which pose a substantial danger to the health, safety, and general welfare of the occupants, the surrounding community, and the public. These unlawful conditions are in violation of multiple provisions of law, including, but not limited to, the Rolling Hills Municipal Code (“RHMC”).

As owner, agent, lessee, or other person occupying or having charge or control of the Subject Property, you are hereby notified that pursuant to the RHMC, it has been determined that there exists upon the Subject Property the following conditions (this may not be an exhaustive list of all violations and the City retains the right to identify further violations as they are discovered):

1. **Fire Hazard. Overgrown and Dead Vegetation.** The Subject Property contains dead trees. Dead trees are highly flammable and pose a severe fire hazard in an area prone to wildfires. All overgrown and/or dead vegetation must be removed. (RHMC §§ 8.24.010, 8.30.010(A), 15.20.010.)
2. **Temporary Structures. Self-Contained Portable Toilets. Permit Required.** A temporary use permit is required before erecting a self-contained portable toilets. At least one unpermitted self-contained portable toilet is present on the Subject Property. All self-contained portable toilets must be removed. (RHMC §§ 8.24.010, 17.48.040(B)(2).)

3. **Unightly Debris. Fire Hazard.** The Subject Property contains wooden debris from a fence in disrepair. Downed fences and wooden debris are highly flammable and pose a severe fire hazard in an area prone to wildfires. All wooden structures must be repaired and maintained in good condition, and all wooden debris must be removed. (RHMC §§ 8.24.010, 17.24.060.)

Pursuant to the RHMC, conditions on the Subject Property constitute a dangerous hazard and a public nuisance.

Therefore, pursuant to RHMC section 8.24.030, you are hereby ordered to repair or abate all code violations on the Subject Property, including, but not limited to, all unlawful conditions identified herein. **Work to abate these unlawful conditions must begin immediately and must be completed within 15 calendar days from the date of this Notice and Order (“Compliance Deadline”) or you will be subject to further legal action.**

You are hereby notified that if the nuisance is not abated or good-faith efforts toward abatement have not been made to the satisfaction of the City Manager within fifteen days from the date of this Notice, a hearing shall be held before the City Council to consider evidence and hear protest from the owner, possessor, or any other interested person. This hearing will take place at the next regular City Council meeting after the Compliance Deadline. The hearing for your property will occur at 7:00 p.m. on June 22, 2026 at Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, CA 90274 (“Public Hearing”).

Pursuant to RHMC section 8.24.060, if the unlawful conditions are not abated within 30 days after the date of notice, the City may take action to abate the nuisance conditions at your cost. Failure to pay the City’s costs in full can result in a lien placed on your property, charges billed to your tax bill, and court action, and unpaid amounts will accrue interest at the maximum legal rate.

The legal consequences for failure to initiate abatement and correct the unlawful conditions identified above by the Compliance Deadline may include administrative fines, criminal prosecution, and civil remedies such as injunctions, penalties, and an application for the appointment of a receiver over the Subject Property. Furthermore, you will be held liable for all costs, fees, and expenses, including all inspections costs, investigation costs, enforcement costs, abatement costs, court costs, litigation expenses, prosecution expenses, attorney’s fees, and administrative expenses, incurred by the City in inspecting, identifying, investigating, enforcing, prosecuting, and abating all unlawful conditions on the Subject Property.

We understand that property maintenance can be time-consuming and challenging, but prompt corrective action is necessary to protect the safety, health, and environmental integrity of our community. If you have any questions, need assistance, or would like to discuss this matter further, please reach out to Code Compliance Officer Benjamin Johnson at (310) 377-1521, or CodeEnforcement@cityofrh.net.

Thank you for your prompt attention to this issue.

Best regards,



Dylan Vaughn Gunzel
for BEST BEST & KRIEGER LLP



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 15.A.

Meeting Date: 7/27/2026

To: City Council

From: Nicolas Papajohn, City Attorney

Thru: Karina Bañales, City Manager

Subject: Conference With Legal Counsel - 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. (2 Cases) A. Name of Case: City of Rolling Hills v. SCE CPUC Docket No. C.24-10-008 B. Name of Case: City of Rolling Hills v. SoCalGas CPUC Docket No. C.24-10-009

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

None.

Attachments:

None