

**CITY OF RANCHO MIRAGE**

**69825 HIGHWAY 111  
RANCHO MIRAGE, CA 92270  
(760) 324-4511**

**REQUEST FOR PROPOSALS  
FOR  
DESIGN PROFESSIONAL SERVICES  
FOR  
RANCHO MIRAGE DOG PARK**

**Issued:  
NOVEMBER 14, 2014**

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**CITY OF RANCHO MIRAGE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**DESIGN PROFESSIONAL SERVICES**  
**FOR**  
**RANCHO MIRAGE DOG PARK**

**ANNOUNCEMENT:**

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced design professional companies that will provide full-service design professional services for a dog park and administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

The work to be accomplished includes, in general terms, all aspects of design professional services.

**PROPOSALS/OFFER SUBMITTAL:**

Proposals will be accepted until **2:00 P.M. on December 17, 2014**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED PROPOSAL FOR DESIGN PROFESSIONAL SERVICES - DO NOT OPEN WITH REGULAR MAIL**" to:

The City of Rancho Mirage  
Attn: Bruce B. Harry, Jr., Director of Public Works  
69825 Highway 111  
Rancho Mirage, California 92270

**SCOPE OF SERVICES:**

The selected firm shall provide to the City all the necessary services to fulfill its duties and obligations under the Agreement which duties and obligations include but are not limited to, the following:

**I. PRELIMINARY DESIGN SERVICES**

- A. Project Kick-off Meeting – The project team and City Staff will meet to review existing program objectives and requirements. In this meeting we will also review proposed conceptual design and discuss options for improvements of original conceptual plan.

- B. Design Survey and Due Diligence - This work consists of the establishment of a project boundary, aerial topography and utility base. The digital files are the deliverables and will be used by the consultant team for preliminary and final design.
1. Project/Site Boundary - Perform a records search with the applicable governing agencies for right-of-way information in preparation of a digital project boundary file (ACAD format). Said file will include property lines, right-of-way and easements as shown per record information. This is not a boundary survey.
  2. Aerial Topography – Provide aerial mapping with 1"=20' scale text. Said mapping will have 1' contours and 0.5' spot elevations. Additional field topography will be necessary to supplement the aerial topography and provide more detailed "tie-in" information for final design.
  3. Utility and Plan Research - Perform utility research for the project by contacting the governing wet and dry utility agencies and requesting available plats, maps or other records which identify existing on-site or adjacent off-site utilities. cursory site visit, perform research at the governing agency to include existing street improvements, on-site grading, storm drain and other relevant civil engineering plans.
- C. Geotechnical Engineering – The geotechnical engineering includes field exploration, percolation testing, laboratory testing, engineering analysis, and report preparation. The services are intended to provide geotechnical information for use in the design and construction of the proposed park facilities along with recommendation for the construction of the associated site improvements.
- D. Preliminary Plan Refinements (to be included with proposal) – Proposers shall provide in their proposals their suggested refinements to the City's preliminary plan. The refinements shall include and/or achieve the following: a) adjustments and improvements to the original park conceptual plan; b) one layout of the overall park depicting landscaping areas, sight lines, viewing and pedestrian areas; c) refine and adjust location of park amenities, shade structures d) include choices for trees, shrubs, hardscape, and address issues such as cost, maintenance, sustainability, and image; e) plan views and exhibits as required to depict the refined concept plan; and g) plant material photo board.
- E. Site Plan – Prepare a calculated site plan for the proposed project in digital (ACAD) format. Said plan will be based on the site layout agreed to by the City and prepared by the consultant.
- F. Final Site Plan – Prepare a final site plan that reflects comments and refinements to the conceptual plan.
- G. Color Rendering – Provide one color rendering or the final park site plan.
- H. Preliminary Water Budget Calculations – In compliance with CVWD requirements, prepare water budget calculations as per AB 1881.

- I. Preliminary Lighting and Electrical - Locations of all lighting fixtures including parking, pathway and bollard lighting will be shown on the plan. Fixture selections and coordination for service connections will commence.
  
- J. Preliminary Engineering
  - 1. Preliminary Grading and Drainage Plan - Based on the approved site plan, prepare a preliminary grading and drainage analysis. An exhibit will be prepared which illustrates overall site grading with horizontal and vertical relationship to adjoining public streets. The plan will identify setbacks; proposed site improvements including building structures; building pad elevations, surface grades, drainage patterns and on-site retention areas (if any); parking lot/hardscape; ADA access and driveways.
  
  - 2. Preliminary On-site Hydrology Report - Prepare a preliminary on-site hydrology analysis to confirm drainage paths, preliminary pipe sizes and size of retention areas. An exhibit identifying existing drainage paths will be prepared as part of this task.
  
  - 3. Preliminary Water Quality Management Plan (WQMP) - Prepare one (1) Preliminary Water Quality Management Plan (WQMP) based on the City approved site plan and preliminary grading and drainage exhibit. The report will identify post-construction BMPs for the project in accordance with the NPDES and MS-4 permit requirements.
  
  - 4. Preliminary Utility Exhibit - Prepare a preliminary utility exhibit to identify connection points, preliminary pipe alignments/extensions, pipe sizes, and major appurtenances for the proposed water, sewer, and storm drain systems. Existing dry utilities (electric, gas, telephone and cable television) will be identified on the plan as well. Dry utility extensions/relocations will also be identified. Dry utility plans will be prepared by the utility purveyors.
  
- K. Opinion of Probable Cost Projection – Prepare a detailed breakdown of the probable construction costs by unit and quantities.
  
- L. City Staff Meeting(s) – Identify all staff meetings included in this phase of work.

## M. Deliverables

- Site boundary file (ACAD)
- Topography file (ACAD format)
- Utility Research (ACAD)
- Preliminary Grading and Drainage Exhibit
- Preliminary On-Site Drainage Report
- Preliminary Water Quality Management Plan (WQMP)
- Site plan-color rendered
- Plant photo board
- Geotechnical Report
- Opinion of Probable Construction Cost
- Five (5) copies (black and white) of plans and reports in digital and printed format.

## II. CONSTRUCTION DOCUMENTS

Final plans, specifications and project manual will be prepared for processing through building and safety and engineering departments. Landscape, irrigation and lighting plans will be prepared with details as required for agency approvals

### A. **Final Engineering and Reports**

1. **Precise Grading and Drainage Plan** - Prepare the precise grading plan based on the City approved preliminary grading and drainage exhibit. The precise grading plan will be prepared at 1"=20' scale and in accordance with City requirements. Plans will identify future restroom building location with finished floor/pad elevations, on-site grading, storm drain and retention facilities if required, site lighting (locations and photometrics), ADA accessibility, hardscape, street and parking lot improvements, wall locations and elevations at all required locations.
2. **Final On-site Hydrology Report** – Prepare a final on-site hydrology report using Riverside County design criteria to determine any on-site retention requirements for the on-site developed flows. The final on-site hydrology report will be based on the preliminary on-site hydrology analysis and will determine sizing or modification of any on-site storm drain facilities.
3. **Street Improvements** - Prepare off-site street improvement plans for the half street improvements along Key Largo Avenue and Via Vail that are adjacent to the proposed park. The plans will be prepared at 1" = 40' scale and in accordance with Rancho Mirage design requirements. The plan set will include a title sheet, detail sheet and a street plan and profile sheets.
4. **Sewer Improvement Plan** - Prepare sewer improvement plans based on the preliminary utility exhibit. The sewer improvement plans will be prepared at 1"=40' scale and in accordance with CVWD requirements. Plans will identify proposed sewer main improvements in plan and profile, manholes and cleanouts, laterals and other appurtenances.

5. Water Improvement Plan - Prepare water improvement plans based on the preliminary utility exhibit. The water improvement plans will be prepared at 1"=40' scale and in accordance with CVWD requirements. Plans will identify proposed water main improvements in plan and profile, laterals, hydrants, water meters and other appurtenances.
  6. PM-10 Plan - Prepare one (1) PM-10 plan for dust control for the project. The plan will be prepared in accordance with the City and South Coast Air Quality Management District requirements.
  7. Storm Water Pollution Prevention Plan (SWPPP) - Prepare one (1) Storm Water Pollution Prevention Plan (SWPPP) based on the City approved site plan and precise grading plan, and in accordance with State requirements. The Notice of Intent (NOI) will be prepared electronically on the Storm Water Multiple Application and Report Tracking System (SMARTS) for the State Water Resources Control Board. The Fee Statement will include the permit fee amount and will need to be wet signed and submitted to the water board for final processing by the City.
  8. Final Water Quality Management Plan (WQMP) - Prepare one (1) Final Water Quality Management Plan (WQMP) based on the City approved site plan and precise grading plan. The report will identify post-construction BMPs for the project in accordance with the NPDES and MS-4 permit requirements.
- B. Site Construction Plan and Details - This plan will locate by dimension all shade structures, fencing, and hardscape areas. Paving and other site element details and note call outs of material selections will be included.
  - C. Irrigation Plan and Details – This plan will illustrate the location of all irrigation components. A detail sheet will be provided with specifications.
  - D. Final Water Budget Calculations – Consultant will update its initial water budget calculations upon completion of the construction documents.
  - E. Final Landscape Plan and Details - This plan will illustrate the location of all plant material, groundcover, boulders and other landscape elements. A plant legend will describe the Latin and common names, sizes and remarks for each plant shown on the plan. Detail sheets will be provided with specifications.
  - F. Final Lighting and Electrical Plan and Details – Final locations of all lighting fixtures including, parking, pathway and bollard lighting will be shown on the plan. Fixture selections will be completed and coordination for service connections on-going. Cut sheets for fixtures will be provided.
  - G. Final Cost Projection – Consultant will update its cost projection upon completion of construction documents and prior to bidding.

H. Construction Documents and Bid Specifications - Written specifications will define all construction methods and materials to comply will Federal, State and local laws, ordinances and codes. City boilerplate language will need to be edited; City will provide bidding documents.

Deliverables:

- Precise Grading Plan
- Final On-Site Drainage Report
- Off-Site Street Improvement Plans
- Sewer Improvement Plans
- Water Improvement Plans
- PM-10 Dust Mitigation Plan
- Storm Water Pollution Prevention Plan (SWPP)
- Final Water Quality Management Plan (WQMP)
- Project Quantity Estimates and Specifications
- Lighting and Electrical Plan and Details
- Irrigation Plan and Details
- Water Budget Calculations
- Site Construction Plan and Details
- Planting Plan and Details
- Revised preliminary cost projection of the plan for use by the City
- Five (5) copies (black and white) of plans and reports in digital and printed format

### **III. AGENCY APPROVAL**

Consultant shall submit to the City all plans, specifications, estimates, and/or other necessary documents required to obtain approval. The following plan check submittals are required: a) 1st Review - 100% Design Development/Constructability Review; b) 2<sup>nd</sup> Review – 60% Check Plans & Specs; c) 3<sup>rd</sup> Review – 90% Check Plans, Specs, & Engineer’s Estimate; and d) 4<sup>th</sup> Review – 100%. Approvals by CVWD, SCE and other required public agencies and utilities.

### **IV. PROPOSAL SERVICES**

Provide the City with a proposal schedule, attend the pre-proposal meeting, and provide proposal assistance to include answering questions from prospective bidders and attending a bidder conference if required.

## **V. CONSTRUCTION SERVICES**

Consultant will attend the pre-construction meeting, and participate in construction meetings with the City, the primary contractor, and any subcontractors as required.

Consultant will visit the site as necessary and as appropriate to ensure that construction is proceeding in accordance with the contract documents.

## **VI. GENERAL SERVICES**

Consultant will meet with City staff as required to complete the project, and will attend scheduled progress meetings with the City staff, as necessary. The principal/project manager or the other appropriate key personnel who are expert in specific areas will also be available to attend presentations, public meetings, and public hearings (if necessary). The nature and content of these meetings will be coordinated with the City who will schedule and conduct the meetings.

### **ATTACHMENTS:**

ATTACHMENT 1-Map 2-1 Project Location

ATTACHMENT 2-Map 2-2 Proposed Section 30 Conceptual Plan

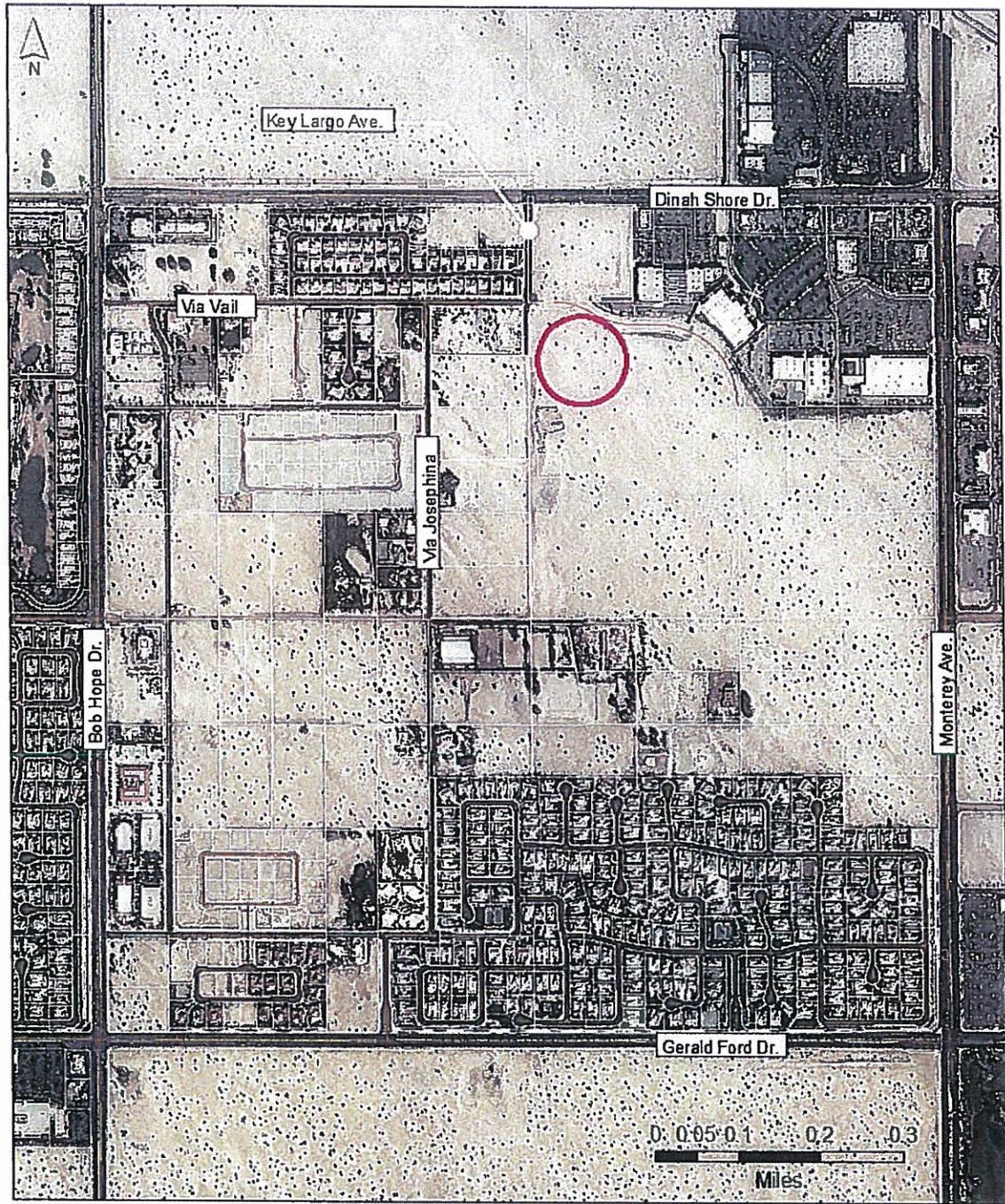
ATTACHMENT 3-Staff Report Dated October 16, 2014

## **ATTACHMENTS**

### **Attachment 1**

#### **Map 2-1 Project Location**

**See Attached Map**



## Map 2-1 Project Location

City of Rancho Mirage

**Attachment 2**

**Map 2-2 Proposed Section 30 Conceptual Plan**

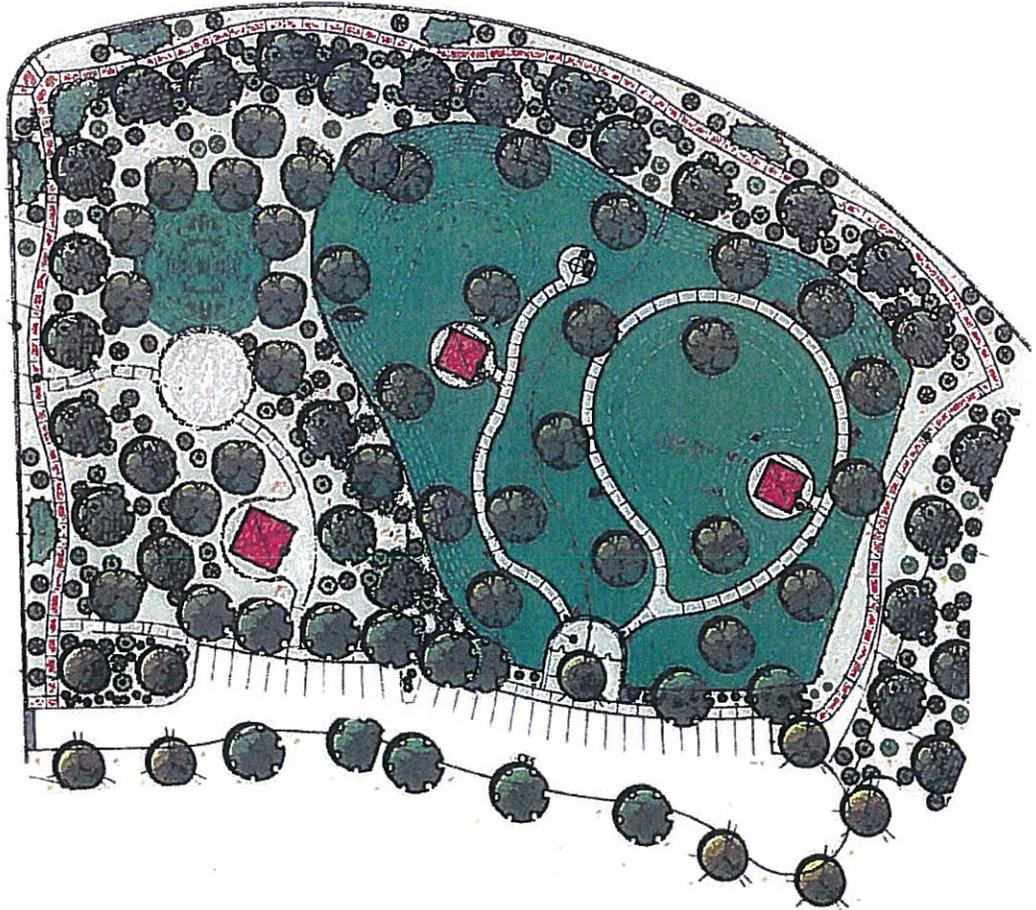
**See Attached Conceptual Plan**

MAP 2-2  
PROPOSED SECTION 30 PARK CONCEPTUAL PLAN

VIA VAIL



KEN CARLGO



**Attachment 3**

**Staff Report Dated October 16, 2014**

**See Attached Staff Report**



DATE: October 16, 2014

TO: City Council

FROM: *BK* Bud Kopp, AICP, Planning Manager

SUBJECT: Environmental Assessment Case N<sup>o</sup> EA140008 and Preliminary Development Plan Case N<sup>o</sup> PDP14006 - Section 30 Open Space/Dog Park

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**SPECIFIC REQUEST OR RECOMMENDATION:**

The Planning Commission recommends to the City Council:

- 1) The filing of a Mitigated Negative Declaration of Environmental Impact based on Environmental Assessment Case No. EA140008; and
- 2) Approval of Preliminary Development Plan Case No. PDP14006, subject to the Conditions of Approval and based on the Findings and content of this Staff Report, and recommends further consideration of Commissioner and public comments summarized in this Report.

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**JUSTIFICATION OR INFORMATION:**

**BACKGROUND:**

On September 18<sup>th</sup>, the Planning Commission considered the proposed Section 30 Open Space/Dog park improvement project and associated environmental document in a duly noticed public hearing. Following the staff presentation, the public hearing was opened, and several residents spoke in opposition of the project due to close proximity of the park to the nearest dwelling units. Homeowners were also concerned about potential crime problems, operational issues and use of the facility by non-residents.

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**CITY COUNCIL ACTION:**

Approved as Requested: \_\_\_\_\_

Approved as Amended: \_\_\_\_\_

Denied: \_\_\_\_\_

Other: \_\_\_\_\_

Referred to: \_\_\_\_\_

For: \_\_\_\_\_

Cont. to Agenda of: \_\_\_\_\_

Hearing Set: \_\_\_\_\_

**AGENDA ITEM #**

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**JUSTIFICATION OR INFORMATION CONTINUED:**

Following the close of public comments, the Planning Commission had several suggestions related to improvements to the design and expressed some concerns as outlined in your staff report and reflected in the minutes of the meeting.

Following Commission discussion, the Commission voted to continue the item to October 9<sup>th</sup>, and requested that staff coordinate a meeting between the Planning Commission and the Section 30 Subcommittee.

The Subcommittee, City Manager and Planning Manager discussed the request and recommended that the Commission review the project and provide its own independent recommendation to the Council. Whatever action the Planning Commission takes will be forwarded to the City Council at their October 16<sup>th</sup> meeting.

At the October 9<sup>th</sup> continued hearing, the Commission re-opened the public comment portion of the meeting and several residents made the following comments:

- At 300', the dog park was still too close to the nearest residents;
- Noise would still be an issue;
- Odor would still be an issue;
- Traffic would still be an issue;
- Wind would still be an issue;
- Questioned the need for a dog park;
- Questioned the cost of improvements and ongoing maintenance costs;

Commissioner Brodovsky pointed out that many of the resident's concerns would be applicable regardless of the location of the facility (such as noise, odor, traffic, etc.).

Staff also pointed out that the rules and regulations that will be established for the use of the park will address many of the concerns brought up at the public hearing (such as off-leash dogs outside the park, use of the park by non-residents, non-vaccinated dogs, regular maintenance schedule, hours of use, etc.).

The EA that accompanies this project identifies projected traffic and the streets are designed to accommodate this projected level of usage. Because the final "working drawings for the Park have

**JUSTIFICATION OR INFORMATION CONTINUED:**

not yet been drafted and as staff points out in the report and the EA; specific placement of berms and trees can be adjusted, and the amount of turf could be reduced with a corresponding increase in DG within the fenced area.

If the park is approved and authorized for construction, prior to opening of the park for public use, the City Council and staff will develop operational and maintenance standards which will address many of the items of concern.

The Planning Commission recommended that the City Council approve staff's recommendation, but that further consideration be given to the public comments and to the following suggestions in developing the Final Development Plans:

- Water efficiency - amount of grass
- Hours of park operation - daytime use
- Provide more originality to the design, include different types of terrain, reduce amount of turf, and provide additional amenities such as dog agility equipment.
- Wind is a concern. Park will need to be designed to be sheltered from wind and blowsand conditions to the greatest extent feasible through the use of berms and trees for screening.
- Proximity to residential being 300' away
- Operational characteristics of the proposed park were discussed, perhaps a key card entry for residents.
- Restroom facilities, if provided does that bring other issues?
- Pedestrian/tot lot amenity
- Entry gates for large dogs/small dogs should be placed farther apart.

**ATTACHMENTS:**

1. September 18, 2014 Planning Commission Minutes (approved)
2. October 9, 2014 Planning Commission Minutes (draft)

September 18, 2014  
Planning Commission Minutes

Consideration of an Environmental Assessment Case No. EA140008 and a Preliminary Development Plan Case No. PDP14006 - City of Rancho Mirage. Approval to develop approximately three (3) acres of land for public park purposes which includes the following amenities: Dog Park, Parking Lot Perimeter Landscaping and DG Walking Path; Boulders, Exercise Lawn; Tot Lot with Play Equipment; Key Largo Street Improvements and Via Vail Street improvements located south of the Monterey Marketplace Shopping Center within the Section 30 Specific Plan east of the intersections of Key Largo Avenue and Via Vail.

Mr. Kopp provided an overview of the project.

Commissioner Feder stated he was a dog owner and would love to see a dog park in Rancho Mirage. He then asked if the dark green area on the diagram was grass.

Mr. Kopp stated the dark green was grass and the light green area was DG and water efficient landscape.

Commissioner Feder stated he thought City was interested in water conservation, an acre or more of grass and trees would require a lot of water. Commissioner Feder stated it would be nice to know that the dogs enjoying the park were licensed had their required shots.

Commissioner Winchester, asked if the addition of the residential park element and the park being moved to the east decreased the size of the dog park.

Mr. Kopp replied it did not, pedestrian elements were added as a buffer between the park and Key Largo.

Commissioner Winchester, stated the lighting was low wattage lighting and asked if the park would be used in the evening.

Mr. Kopp stated the City Council would establish rules and regulations for the park usage. At this time, the assumption is that the park would be daytime use only. Bollard or up-lighting for trees are the only lighting being considered. Artificial turf was considered, however, it would get too hot for use and would still need to be washed to keep sanitized. Live turf would be more comfortable for both the pets and their owners.

Commissioner Winchester said she was interested in providing different types of terrain which would reduce the amount of turf and would provide additional experiences for the dogs. She also asked if restrooms would be installed.

Mr. Kopp replied that restrooms were not being considered at this time.

Commissioner Feder asked if the wind factor was considered at this location.

Mr. Kopp said that once the property to the north was developed, the blow sand would be less of a factor. The final design of the park would determine exact berm placement which will help provide wind buffers and drought tolerant trees would also help provide wind screening.

The Public Hearing was opened.

Mr. Hannes "Jim" Scherber, Key Largo Estates, stated one of the most important homeowner concerns was the decrease in their property value. He asked why the park was so close to a residential area. He was also concerned about crime problems, vagrants using the unsupervised park at night and drug paraphernalia being left in the area. Mr. Scherber stated the Casino already negatively affects the Key Largo area; the dog park will further make their property undesirable. The dog park needs to be in a different location. Mr. Scherber stated that as a real estate broker many clients expressed their concern about living so close to a dog park.

Mr. Kurt Handshuh stated he was representing the homeowners in Key Largo Estates. He stated he agrees with Commissioner Feder, visitors from other neighborhoods such as Thousand Palms will be come to the area to use the dog park; he was concerned about pit bulls and other ferocious dogs in the park. Mr. Handshuh asked why the dog park was being located in the chosen portion of the 52 acres, it should be in the area where the multi-family units will eventually be located. The dog park should also be restricted to Rancho Mirage residents only. If the park eventually becomes a 24 hour facility, the light pollution will affect Key Largo. A dog park is a good idea, however, this location does not make sense.

Mr. Joseph Dipuzo, Key Largo Estates, stated a dog park was a good idea, but the proposed park is in the wrong location, it should be in a commercial area. Mr. Dipuzo also stated the traffic in and out of Key Largo has increased over the last years, this park will bring even more traffic congestion.

Mr. Ron Peterson stated he serves on the board of Key Largo, many homeowners are opposed to this location. It doesn't belong within a residential area. Commissioner Winchester brought up a good point that the dog park would require a large amount of water usage. Another concern is a large vagrant population from the railroad tracks which could enter the park and be hidden at night. A dog park also could draw Thousand Palms residents with pit bulls to the park, there is no security around the park. This is a great idea just the wrong location.

Mr. Brad Anderson stated he is a dog owner and lover and realizes the City wants to be a dog loving community. Mr. Anderson stated most residents of the City of Rancho Mirage would not use the park, he then asked if the City was mandated by the state to provide a dog park. Mr. Anderson asked if this land was acquired by eminent domain.

Commissioner Feder stated it was a land exchange.

The Public Hearing was closed.

Mr. Kopp stated that no written communication has been received regarding the project. Mr. Kopp then addressed some concerns that had been raised such as increased crime, no supervision at night and outside residents using the park.

The City Council will be responsible for establishing rules and regulations for the park; key cards for gate access could be an operational consideration by the City Council and in order to obtain a key card, users of the park could be requested to show a valid dog license showing the pets are up to date on shots.

Mr. Kopp stated Code Enforcement and the Animal Control officer will be patrolling the site during the operating hours. The gate could be locked at night. The preliminary design of the park and the Environmental Assessment only are being considered today.

Mr. Kopp continued, the City has attempted to understand the concerns of the neighborhood and mitigate those concerns as much as possible. The north half of this 52 acre park is zoned for parks; commercial zoning does not allow dog parks in high traffic areas. A park such as this generates 25 trips per peak hours or less than one-half the number of trips Key Largo would generate, also the peak hours of the dog park would not be the same as the peak traffic hours.

Mr. Kopp stated one of the driving constraints on moving the three acres further back on the site is that the cost to extend the infrastructure is \$100,000 per 100 foot extension. With the addition of the walking paths, a tot lot and landscaping at the entry, staff believes this park will be a compatible addition to the neighborhood.

Commissioner Feder stated he would like to see the study that determined the need of a dog park in Rancho Mirage. He also felt restroom facilities were necessary and would draw residents to the park. Commissioner Feder went on to state that the Commission needed to be responsible and hear the negative comments from the residents of Key Largo; no one from Key Largo has indicated they want a dog park.

Commissioner Winchester stated she believes that the City needs a dog park, however she is against the idea of a people/tot lot park within the dog park because of smells, flies and etc. Commissioner Winchester believed the dog park needs more originality; a number of people would like agility training, the buffer area could become an agility training area. Rancho Mirage aspires to provide the best possible standards, this dog park should do the same. The entry gates should be moved further apart to relieve congestion. How many spaces are handicapped parking spaces, is there additional parking on the east side of Via Vail? Commissioner Winchester said more information was necessary to make an informed decision.

Commissioner Feder stated he agreed with Commissioner Winchester's comments, the Commission is being asked to vote on a project they do not have all of the details of. Because of the wind at this location and the residents' comments, he was not in favor of this dog park. If he had a better understanding of the details of the park, he might change his mind.

Vice Chairman Brodovsky stated he was trying to estimate how many residents would use the dog park and asked for clarification on the number of trips per day to the park. He also cited the location of the park, water usage, open 24 hours, restroom facilities, and lighting as causes of concern. A higher degree of vagrancy would be common factor at any location.

Mr. Kopp addressed several of the Commissioner comments:

- The Planning Commission can recommend changes in conditions to the project if they wish to do so.
- Handicapped parking spaces would be per the Rancho Mirage Municipal Code, approximately 1 space in 25.
- Parking could be expanded to the east if it becomes necessary.
- If there are concerns about a tot lot, a recommendation could be made for other usage.
- After the dog park was withdrawn from the Whitewater Park master plan, the City Council directed staff to identify alternative City owned sites that met the zoning requirements for a dog park, which this location does.
- The subcommittee addressed adding agility equipment to the park and decided it was not necessary.
- Restrooms would significantly add to the cost of the facility.

Mr. Kopp stated what was before the Planning Commission today, was a plan review and endorsed by the Section 30 subcommittee.

Vice Chairman Brodovsky asked if the Planning Commission approved the project today, would it come back before the Planning Commission at a further date to provide more input.

Mr. Kopp stated if the Commission endorsed the project today they would be approving the recommendations from the staff report and could add conditions at this time if they wished. The City Council would make the final decision.

After discussion the Planning Commission decided to continue the project to the October 9, 2014 Planning Commission meeting and requested that staff schedule a meeting with the Section 30 Subcommittee for further discussion.

September 18, 2014  
Planning Commission Minutes

MOTION: It was MOVED/SECONDED by WINCHESTER/FEDER that the Planning Commission continue Preliminary Development Plan PDP14006 to October 9, 2014 in order to meet with the City Council subcommittee.

The MOTION was PASSED by a 3/0 vote.

Environmental Assessment Case No. EA140008 and a Preliminary Development Plan Case No. PDP14006 - City of Rancho Mirage. Approval to develop approximately three (3) acres of land for public park purposes which includes the following amenities: Dog Park, Parking Lot Perimeter Landscaping and DG Walking Path; Boulders, Exercise Lawn; Tot Lot with Play Equipment; Key Largo Street Improvements and Via Vail Street improvements located south of the Monterey Marketplace Shopping Center within the Section 30 Specific Plan east of the intersections of Key Largo Avenue and Via Vail (continued from September 18, 2014).

Mr. Kopp provided an overview of the project.

Chairman Adams requested that members of today's audience who spoke at the September 18, 2014 meeting not repeat their initial comments as they are already included in the record; they were welcome to speak on an additional topic if they wish to do so.

The Public Hearing was opened.

Ms. Maria Moses, on Clearwater Way, stated she represented many residents from Key Largo Estates and Rancho Vista Estates. Ms. Moses stated that their main concern was the location of the project and compared it to the location of the Palm Desert dog park, which was located in a commercial area in a dip in the gully, which helps mitigate the noise of the dogs. Ms. Moses provided information regarding design guidelines for a dog park. Dog parks should:

- avoid abutting directly adjacent to residences
- be near freeway or railroad tracks
- not be close to churches

Ms. Moses also stated concerns regarding:

- safety concerns (design and operational such as dogs off leash outside of the park)
- noise/odor issues/pests
- traffic issues
- decrease in property value
- decrease in residents enjoyment of their home to the fullest

Mr. Hannes "Jim" Scherber, Clearwater Drive, stated he spoke at the September 18<sup>th</sup> meeting and had one more concern to regarding the project and that was the wind exposure. With the extreme wind the dog park would become a sewage treatment plant without the treatment. Mr. Scherber asked the Commission to review the research provided by Ms. Moses; a majority of dog parks mentioned in the survey needed to be closed because of the same issues that are being presented today. Mr. Scherber stated that with the Palm Desert dog park three miles away, was this dog park actually needed?

Mr. Kurt Handshuh, stated he represented homeowners in Key Largo Estates, mentioned a study from the University of Pennsylvania regarding dog parks benefits and liabilities and stated there were many negative aspects with dog parks, however, the location was the main concern of the residents.

Mr. Joseph Dipuzo, on Clearwater Way, stated his concern was the cost of the dog park and maintenance and drought issues. Mr. Dipuzo stated he was adamantly opposed to the dog park. Mr. Dipuzo stated this property was a trade with the City, the City could trade for another piece of property that was better suited for a dog park.

Commissioner Nichols asked if anyone from the Homeowners Association Board was at the meeting.

Mr. Dipuzo said he was a 9 year resident of Rancho Mirage had not received a notice for the meeting of today and felt the Homeowners Association had not received anything either.

Mr. Kopp stated all property owners and the HOA within 1000' were noticed for the September 18, 2014 Planning Commission meeting. This project was a continuation of that meeting.

Mr. Dipuzo stated that this project was not a football field away from Key Largo Estates, it is contiguous to their property.

The Public Hearing was closed.

Chairman Adams asked if any written correspondence had been received regarding the project.

Mr. Kopp stated he had received no written correspondence.

Chairman Adams asked if any concerns were received from the Church.

Mr. Kopp stated the Unitarian Universalist Church had not provided any written or verbal comments to staff.

Commissioner Nichols said he and Chairman Adams took a sound meter from the City to Key Largo Estates and he went to the dog park location, he blew a police whistle and yelled to test the decibels, 6.5 is a normal test and this tested 6.0. The traffic will be routed on the other side of Key Largo Estates. On Saturday and Sunday he went to the church and counted 30 vehicles parked in the street by Via Vail. Smell should not be a factor because 98% of the winds blow from the northwest which is away from the community. Commissioner Nichols said he has been to the Palm Desert Park several times and was there Sunday and did not hear one dog bark.

- Rules and regulations will be in place for the park.
- A custodian will clean up the park at the end of the day.
- A berm, railing and walking trail will be around the park.
- Two out of the five parks visited were in residential neighborhoods.

Commissioner Brodovsky complimented Ms. Moses for her comments. Commissioner Brodovsky continued stating that the issues and concerns cited were common to any location for a dog park. The issue is the location. Commissioner Brodovsky stated he has not heard enough that this location is not appropriate.

Commissioner Feder stated the issue of a dog park was the need and location of a dog park. The Commission needs to be sensitive to the homeowners concerns regarding noise, smell and other ramifications of a dog park. He would have liked to of had location options to choose from and decide if another location was viable in those locations. Commissioner Feder stated he found it interesting that the Homeowner's Association was not present. The conditions that will determine the viability of this dog park are not here and will not be presented before the project is approved or not approved.

Chairman Adams said Staff has done a great job in laying out this conceptual plan in relationship to Key Largo Estates; this plan may be subject to change at the direction of the City Council. The site to the east drops and it is in a bowl behind an eight foot high berm. The issue of flies and smells are maintenance issues and should not be an issue if the park is properly maintained. A plan is in place to mitigate the sand if the wind blows. Staff and the City Council subcommittee looked at several locations and felt this was the best location for a park. The City does not have the money to buy additional land for a park. This tentative plan has the western perimeter of the dog park over 100 yards away, in a depression, behind a berm and heavily landscaped. Chairman Adams stated he did not believe there would be an issue with noise, smell, wind and blow sand at this location, the City needs a dog park.

**MOTION:** It was **MOVED/SECONDED** by **ADAMS/NICHOLS** that the Planning Commission recommend to the City Council:

- 1) The filing of a Mitigated Negative Declaration of Environmental Impact based on Environmental Assessment Case No. EA140008; and
- 2) Approval of Preliminary Development Plan Case No. PDP14006, subject to the Conditions of Approval and based on the Findings and content of this Staff Report.

The **MOTION** was **PASSED** by a 4/0 vote.

Chairman Adams asked that the City Council take into consideration concerns by the Key Largo Estates community and the Planning Commission when they hear the project.



**DATE:** October 9, 2014  
**TO:** City Council  
**FROM:** Bud Kopp, AICP, Planning Manager  
**SUBJECT:** Environmental Assessment Case N<sup>o</sup> EA140008 and Preliminary Development Plan Case N<sup>o</sup> PDP14006 - Section 30 Open Space/Dog Park

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**MEMORANDUM**

Included in your Council Agenda package on October 2<sup>nd</sup> was a memo explaining that the Planning Commission recommended continuation of the Dog Park item to their regularly scheduled meeting to be held on October 9<sup>th</sup>.

Because the Planning Commission meeting is the same afternoon that Council Agenda items are due, the information included in your Agenda package does not include the October 9<sup>th</sup> Planning Commission recommendation which will be forwarded under separate cover.

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***CITY COUNCIL ACTION:***

Approved as Requested: \_\_\_\_\_

Approved as Amended: \_\_\_\_\_

Denied: \_\_\_\_\_

Other: \_\_\_\_\_

Referred to: \_\_\_\_\_

For: \_\_\_\_\_

Cont. to Agenda of: \_\_\_\_\_

Hearing Set: \_\_\_\_\_

***AGENDA ITEM #***

CITY OF RANCHO MIRAGE



Community Development Department  
69-825 Highway 111  
Rancho Mirage CA 92270

Phone 760/328-2266

Fax 760/324-9851

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**S T A F F   R E P O R T**

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**To:** Planning Commission **Date:** October 9, 2014  
**From:** Bud Kopp, AICP, Planning Manager  
**Subject:** Environmental Assessment Case N<sup>o</sup> EA140008 and  
Preliminary Development Plan Case N<sup>o</sup> PDP14006 - Section  
30 Open Space/Dog Park

**RECOMMENDATION**

That the Planning Commission recommend to the City Council:

- 1) The filing of a Mitigated Negative Declaration of Environmental Impact based on Environmental Assessment Case No. EA140008; and
- 2) Approval of Preliminary Development Plan Case No. PDP14006, subject to the Conditions of Approval and based on the Findings and content of this Staff Report.

**ATTACHMENTS**

1. September 18 Staff Report
2. Project Location
3. PDP Exhibit - Conceptual Plan
4. Zoning Map

**BACKGROUND and REQUEST**

On September 18<sup>th</sup>, the Planning Commission considered the proposed Section 30 Open Space/Dog park improvement project and associated environmental document in a duly noticed public hearing. Following the staff presentation, the public hearing was opened, and several residents spoke in opposition of the project due to close proximity of the park to the nearest dwelling units. Homeowners were also concerned about potential crime problems, operational issues and use of the facility by non-residents.

Following the close of public comments, the Planning Commission discussed the following concerns:

- Water efficiency - amount of grass
- Hours of park operation - daytime use
- Provide more originality to the design, include different types of terrain, reduce amount of turf, and provide additional amenities such as dog agility equipment.
- Wind is a concern. Park will need to be designed to be sheltered from wind and blowsand conditions to the greatest extent feasible through the use of berms and trees for screening.
- Proximity to residential being 300' away
- Operational characteristics of the proposed park were discussed, perhaps a key card entry for residents.
- Restroom facilities, if provided does that bring other issues?
- Pedestrian/tot lot amenity
- Entry gates for large dogs/small dogs should be placed farther apart.

Following Commission discussion, the Commission voted to continue the item to the October 9<sup>th</sup> Planning Commission meeting, and requested that staff coordinate a meeting with the Section 30 Subcommittee.

The Subcommittee requests that the Commission review the project and provide its own independent recommendation to the Council. Whatever action the Planning Commission takes will be forwarded to the City Council at their October 16<sup>th</sup> meeting.

As alternatives to the staff recommendation of approval based upon the content and findings in the staff report, the Planning Commission may:

1. Recommend approval and simply submit a list of locations and/or design concerns for Council consideration.
2. Recommend denial and formulate findings supporting the recommendation.

Staff is available to answer questions and to assist in crafting a recommendation to the satisfaction of the Commission.



- High Density Residential (R-H) on the south ½ of the parcel and within the Section 30 Specific Plan.
9. Surrounding General Plan/  
Zoning:
- North:** Community Commercial (C-C)/Monterey Marketplace Specific Plan  
**East:** Community Commercial (C-C)/Monterey Marketplace Specific Plan  
**South:** Open Space Public Park (OS-PP) and High Density Residential (R-H) on the City owned parcel with Medium Density Residential (R-M) beyond; all located within the Section 30 Specific Plan.  
**West:** Medium Density Residential (R-M) and Section 30 Specific Plan.
10. Environmental Info.: An Initial Study was completed and resulted in the recommendation to adopt a Mitigated Negative Declaration for this project.
11. Application Deemed Complete: July 1, 2014

**RECOMMENDATION**

That the Planning Commission recommend to the City Council:

- 1) The filing of a Mitigated Negative Declaration of Environmental Impact based on Environmental Assessment Case No. EA140008; and
- 2) Approval of Preliminary Development Plan Case No. PDP14006, subject to the Conditions of Approval and based on the Findings and content of this Staff Report.

**ATTACHMENTS**

1. Project Location
2. PDP Exhibit - Conceptual Plan
3. Zoning Map

**BACKGROUND and REQUEST**

On July 19, 2012, the City Council conducted a Workshop to discuss potential improvements to Whitewater Park that would

include numerous amenities including a dog park. Staff developed several design concepts and the Council retained the Hermann Design Group to develop construction drawings for the preferred alternative. The Development Plan was considered by the City Council in October 2013 where it was determined that the proposed dog park was too small and should be removed from the Whitewater Park project and an alternative location be sought.

Staff was directed to identify potential site(s) for a dog park and to develop a conceptual site plan. A Council Study Session was held on April 17<sup>th</sup> and at that meeting staff briefly discussed various sites and recommended that the City-owned property in Section 30 at the southeast corner of Via Vail and Key Largo Avenue (behind Monterey Marketplace) was the most suitable location and was already zoned appropriately for such use. The Council liked the location but had concerns about proximity of the park to the nearest residences and that the location may be an issue for some residents. Staff was directed to re-examine other vacant sites in the City that may be compatible for a Dog Park use.

Several meetings occurred after the study session with the Section 30 subcommittee consisting of Mayor Pro-Tem Hobart and Councilman Weill. We discussed other potential locations, desired amenities, distance between nearest residences and proposed sites, and the Subcommittee concluded that the Section 30 site was the most suitable of all alternative locations. Staff was advised to create a larger buffer between Key Largo Avenue and the proposed dog park, add a few pedestrian amenities, and at the July 22<sup>nd</sup> subcommittee meeting staff presented a revised site plan. The revised Site Plan shifted the dog park portion of the proposed improvements farther to the east along Via Vail and created a pedestrian open space buffer consisting of a tot-lot, exercise lawn, 8' tall berms, walking trails and landscaping which are the subject of this application.

### DESCRIPTION AND ANALYSIS

#### Project Location

The project is located on a portion of a 52.48 acre parcel (APN#685-090-011) owned by the City of Rancho Mirage. The parcel is vacant, undeveloped and is located to the southwest of the Monterey Marketplace Shopping Center within the Section 30 Specific Plan area. To the northwest of the proposed site is Key Largo Estates and the nearest home is about 150' from the project site (or about 300' away from the proposed dog park

including the 150' landscaped buffer). To the west of the site is the Unitarian Universalist Church which is set back from Key Largo Avenue over 350'. Map 2-1 shows the general location of the project within the City of Rancho Mirage.

Existing streets within the project vicinity include Key Largo Avenue and Via Vail to the west. Streets and infrastructure would need to be extended in accordance with the Section 30 Specific Plan to serve the project site.

### **Project Description**

The proposed project includes the development of approximately three (3) acres of land for public park purposes. The Land Use Element of the General Plan and Zoning of the site is Open Space Public Park (OS-PP).

The Preliminary Development Plan (PDP)/conceptual site plan is shown on Map 2-2 (see attachment). The approximately 3-acre site includes the following amenities:

- Dog Park (approximately 64,400 square feet);
- Parking Lot (approximately 16,000 square feet with 25 parking spaces);
- Perimeter Landscaping and DG Walking path (approximately 25,000 square feet);
- Boulders (approximately 50-tons)
- Exercise Lawn (approximately 2,000 square feet)
- Tot Lot with play equipment
- Key Largo Street improvements
- Via Vail Street Improvements

Landscaping will include 24" and 36" box trees that are water efficient and a wind tolerant species to be determined in a Final Development Plan. Approximately 56,600 square feet of the dog park area and 2,000 square feet of the pedestrian exercise area will be covered with turf, and the remaining area will be decomposed granite, shrubs, vines, and water efficient ground cover.

The dog park will be divided into a section for large dogs and a section for small dogs; each with a sally-port entry. Amenities will include a shade structure in each side of the park; approximately 10 benches (total); dog bag dispensers; trash cans; drinking fountains/guzzlers; bollard lights and low wattage landscape up-lights for trees. Tubular steel fencing will be used as a surround and mow curbs will strategically be placed to prevent digging, runoff and ease of maintenance.

While there is no standard rule for placement of dog parks in relation to residences; our staff research indicates that "best practices" can be summarized using the City of Minneapolis Design Guidelines which states:

*An ideal separation between a fenced-dog-run and businesses or residences is two hundred (200') feet; however changes in topography or landscaping can reduce the need for spatial separation.*

As shown in attached Map 2-2, the proposed dog park exceeds this "best practice" recommendation. Both horizontal and vertical open space elements are proposed for visual relief and noise mitigation. The dog park is located about a football field's distance away from the nearest residence with a landscaped pedestrian recreational space included as a buffer. This landscaped area contains 8' high berms for screening, water efficient landscaping, a small exercise lawn, walking trails and a tot-lot with play equipment.

#### Land Use

The General Plan and Zoning of the project site is comprised of two zones: Open Space Public Park (OS-PP) on the northern half of the site and High Density Residential (R-H) on the southern half of the site. The Monterey Marketplace commercial shopping center located to the north of the project area sits approximately 10-15 lower than the subject property. There is a stabilized berm between the two sites.

To the northwest of the site is Key Largo Estates. In a public meeting held in April to discuss the first conceptual plan for this facility, one member of the public was concerned about the proximity of the Dog Park to the nearest residential homes including his home on Rancho Vista Lane located approximately 1,080 feet from the proposed site. To address this concern, great care has been taken to refine the Preliminary Site Plan design to increase the width of the landscape buffer to fully screen the facility from Key Largo Avenue, and to decrease the elevation of the Park 8' below the top of the berm. As a result of the comments made at this early Study Session, the dog park was also shifted toward the east along Via Vail and is about a football field's distance to the nearest residences.

#### Circulation

The Section 30 Circulation Plan stipulates that the project site will be provided access from Key Largo Avenue to the west, and an extension of Via Vail along the north side of the site. These streets will need to be extended to serve the site accordingly.

Staff has not identified any adopted rule of thumb or standard for dog park traffic generation. Although more urbanized than the City of Rancho Mirage, a reasonable comparison of traffic generation may be the analysis for a proposed 2-acre dog park in Huntington Beach. The proposed dog park would generate 15 Peak AM hour "in" trips and 10 AM Peak hour "out" trips for a total AM Peak of 25 trips. Similarly, PM Peak hour generated 10 PM Peak "in" and 15 PM Peak "out" for a total of 25 PM Peak hour trips. The total ADT estimated was 200 trips daily (includes both in and out).

Since the proposed Rancho Mirage dog park is smaller than the Huntington Beach dog park by ½ acre; and Rancho Mirage is less urbanized with a lower density than Huntington Beach, we believe this to be a worst case traffic scenario. Based on this anticipated trip generation, the Streets within the Section 30 Specific Plan along with nearby arterials (Dinah Shore and Monterey) and capable of serving the site with a negligible impact on the level of service (LOS). The distribution of trips will be primarily westward on Via Vail to Bob Hope, Via Josephina or Landy Lane and beyond and northward from the site to Dinah Shore and Key Largo. The intersection of Dinah shore and Key Largo is signalized and capable of accommodating the additional traffic. The Initial Study determined that the impact of a dog park on traffic and street circulation is less than significant.

#### FISCAL DISCUSSION

It is anticipated that the park will be funded with Development Impact Fees and License Tax. These are considered "local funds" and no State or Federal funding will be used. Upon or concurrent with project entitlement, staff anticipates that the Council will consider awarding a bid to a consultant to develop construction drawings.

#### ARCHITECTURAL REVIEW BOARD

The Architectural Review Board met to discuss the proposed conceptual Plans for this project on April 14, 2014 and then again on August 25, 2014 following refinement of the plans. The ARB endorsed the site plan but requested that they review the Final Landscaping Plans to ensure optimal placement of trees and berms for visual and wind screening. Also, the ARB wanted to ensure that the proposed vegetation is drought tolerant, low water use and wind resistant.

**ENVIRONMENTAL DISCUSSION**

An Initial Study has been prepared resulting in the recommendation to adopt a Mitigated Negative Declaration. A complete copy of the Initial Study is available for review in the Planning Division and on the City's web-site at [www.RanchoMirageCA.gov](http://www.RanchoMirageCA.gov). Agency consultation occurred between July 16 and August 6<sup>th</sup>. The only noteworthy comment was a response from the Agua Caliente band of Cahuilla Indians (ACBCI) requesting the addition of Mitigation Measure V (b) 1. A summary of the Mitigation Measures is as follows:

Mitigation III (a) 1: A plan to control fugitive dust through implementation of reasonably available dust control measures shall be prepared and submitted to the City of Rancho Mirage for approval prior to the issuance of any grading permits associated with the project. The plan shall specify the fugitive dust control measures to be employed. The project proponent shall comply with all applicable SCAQMD Rules and Regulations including but not limited to the following:

- a. Rules 403 and 403.1 (Fugitive Dust) specifies control measures for use in developing site specific fugitive dust control plans to minimize blowing dust from construction sites and insure the clean-up of construction related dirt on approach routes to the site including: watering measures, chemical stabilizers, wind fencing, covering haul vehicles, bed liners in haul vehicles, wheel washers and high wind measures;
- b. Rule 1113 (Architectural Coatings) restricts the VOC (Volatile Organic Compound) content of any architectural coating materials used on-site to a maximum of 2.08 pounds of VOC per gallon.

Mitigation III (a) 2: Earth-moving activities shall be suspended during first and second stage ozone episodes or when winds exceed 25 MPH per the Coachella Valley PM10 State Implementation Plan and SCAQMD Rule 403.1.

Mitigation III (a) 3: The following watering techniques shall be employed to partially mitigate the impact of construction-generated dust particulates:

- a. Pre-grading site watering (irrigation system for minimum of 72 hours);
- b. Site watering 7 days a week (irrigation system, minimum of 4 times per 24 hours, or by water trucks, minimum 4 times per 24 hours, at 1 truck/8 acres);
- c. Perimeter sprinkler system (all sides continuous night

- watering when windy);
- d. Portions of the project site that are undergoing earth moving operations shall be watered such that a crust will be formed on the ground surface and then watered again at the end of the day, as part of the constructions specifications. Control methods are provided in detail in the Dust Control Plan Review Guidance for Local Government" from the South Coast Air Quality Management District, available from the City of Rancho Mirage or the S.C.A.Q.M.D.;
  - e. Any construction access roads should be paved as soon as possible and cleaned after each work day. The maximum vehicle speed limit on unpaved road surfaces should be 15 mph;
  - f. All trucks should maintain at least two feet of freeboard;
  - g. Trucks hauling dirt, sand, soil or other loose dirt material off-site should be covered and washed off before leaving the site;
  - h. Adjacent streets should be swept if silt is carried over to adjacent public thoroughfares;
  - i. As part of the construction specifications, any vegetative ground cover to be utilized on-site shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems needed to water these plants shall be installed as soon as possible to maintain the ground cover and minimize wind erosion of the soil;
  - j. Construction operations affecting off-site roadways shall be scheduled for off-peak traffic hours and shall minimize obstruction of through-traffic lanes.

Mitigation III (c) 1: Prior to the issuance of grading permits, the property owner/developer shall include a note on all grading plans which requires the construction contractor to implement the following measures during grading. These measures shall be discussed at the pre-grade conference.

- a. Use low emission mobile construction equipment.
- b. Maintain construction equipment engines by keeping them tuned.
- c. Use low sulfur fuel for stationary construction equipment.
- d. Utilize existing power sources (i.e., power poles) when feasible.
- e. Configure construction parking to minimize traffic interference.
- f. Minimize obstruction of through-traffic lanes. When feasible, construction should be planned so that lane closures on existing streets are kept to a minimum.
- g. Schedule construction operations affecting traffic for off-peak hours.

- h. Develop a traffic plan to minimize traffic flow interference from construction activities (the plan may include advance public notice of routing, use of public transportation and satellite parking areas with a shuttle service).

Mitigation V (b) 1: Upon the uncovering or other discovery of artifacts or cultural resources during construction activities associated with the project's development, all construction on the site shall be halted, and a qualified archaeologist shall be called to the site to identify the resource and recommend mitigation in the event of the resource's cultural significance.

If the remains are determined to be of Native American origin, the Native American Heritage Commission (NAHC) shall be contacted. The NAHC will make a determination of the Most Likely Descendants (MLD). The City and Developer will work with the designated MLD to determine the final disposition of the remains. If you have any questions or require additional information on Tribal Monitors, please call Patricia Garcia-Tuck at 760-699-6907.

**CONDITIONS OF APPROVAL FOR PRELIMINARY DEVELOPMENT PLAN CASE NO PDP14006** - Special conditions (or portions thereof) are designated by bold.

I. **GENERAL**

**APPROVAL**

1. The Preliminary Development Plan approval shall be effective for one year after final action by the City Council unless extended as provided by Section 17.68.070 of the Rancho Mirage Municipal Code.

**CONFORMANCE**

2. The development of the subject property shall conform substantially with the approved exhibits contained in the **Preliminary Development Plan Case No. PDP14006** on file in the Planning Division of the City of Rancho Mirage. This includes all dimensional and size specifications approved in the PDP, buildings and structures, landscaping, hardscape, water elements, parking areas, design treatments (including color and materials), and the locations of buildings, structures and plant materials.

FINAL DEVELOPMENT PLAN REQUIRED

3. A Final Development Plan (FDP) shall be required prior to issuance of any grading or building permits. The Final Development Plan (FDP) shall include a complete set of Building Construction Plans, Final Lighting Plans (including cut-sheets with Photometric Plan), Precise Grading Plan, Wall Plans, Final Landscaping and Irrigation Plans, a written response to the project Conditions of Approval, and any other requirements as listed in the Final Development Plan application.
4. The **Planning Manager** shall consider the Final Development Plan Permit application. The **Manager** may approve a Final Development Plan permit if it substantially conforms to the Preliminary Development Plan and associated Conditions of Approval.
5. The approved Preliminary Development Plan may be modified only with City approval in a manner pursuant to Chapter 17.42.120 (Modification of Development Plan Permit) or 17.48.100 (Modification of a Conditional Use Permit. Minor modifications to an approved Preliminary/Final Development Plan may be approved by the **Planning Manager**.
6. The project shall be completed in accordance with the Ordinances, requirements, guidelines and other criteria in effect at the time of construction.
7. The development of the premises shall conform to all property development standards pursuant to Rancho Mirage Municipal Code, Chapter 17.20.

MITIGATION MEASURES INCORPORATED HEREIN

8. The mitigation measures, conditions and requirements included with the approval of the **Section 30 Dog Park** and its **Environmental Assessment Case No. EA140008** and the Mitigated Negative Declaration dated **July 14, 2014** are hereby incorporated as Conditions of Approval of the subject Development Plan Permit **Case No. PDP14006** as if fully set forth herein.

FEE COLLECTION - NEW NON-RESIDENTIAL CONSTRUCTION

9. For new nonresidential construction projects for which a building permit is not required, the fees imposed pursuant to Section 3.29.035 Fee Collection of the

Rancho Mirage Municipal Code shall be paid prior to the issuance of any ministerial permit, including but not limited to grading permits or grading plans, for any development activity associated with the construction or development of any portion of the project.

10. All green waste shall be disposed of at a permitted composting facility.
11. The applicant shall undertake or cause to be undertaken such action or actions as are necessary to permit and/or otherwise accommodate the implementation of recycling services. Such action or actions may include, but are not limited to: designating and providing adequate area at convenient locations with appropriate access for the placement of dumpsters and/or bin sets; constructing permanent enclosures that meet all requirements of the Code of the City of Rancho Mirage for each dumpster and/or bin set; providing for the security of each dumpster to discourage scavenging, and; providing adequate indoor area at convenient locations for the collection and short-term storage of recyclables. The applicant shall submit a "Recycling Program" that has been reviewed by an agent of the City, which, at a minimum, explains, states or otherwise defines: (1) recyclables generated by type; (2) estimate by pounds for each recyclable generated; (3) number of dumpsters and/or plastic bin sets (one set equals three "baskets") needed to accommodate estimated recyclables; (4) location of each dumpster (may be identified on a map attached as an exhibit); (5) method of collection such as curbside at each residential unit or at rear of property by dumpster, etc.; (6) pick-up schedule for recyclables. The applicant shall provide other such information as may be necessitated by the development proposal.
12. Should water features be proposed they shall be maintained in compliance with Ordinance No. 844.
13. Water efficient landscaping shall be maintained in compliance with Chapter 17.24 (Landscaping Standards) of the RMMC.

**II. PLANNING - Prior to approval of a Final Development Plan, the following Conditions shall be satisfied:**

14. Within 5 days of project approval the applicant shall submit to the City of Rancho Mirage a check in the amount of **\$2,231.25 for a Notice of Determination** made payable to The Riverside County Clerk.

#### ACKNOWLEDGEMENT OF FINAL CONDITIONS OF APPROVAL

15. The applicant shall execute a written acknowledgement to the Planning Division stating acceptance of and compliance with all of the Conditions of Approval of this Preliminary Development Plan and that the plans submitted are in compliance with the Conditions of Approval. No modifications shall be made to said plans without written approval from the appropriate decision making body.

#### HARDSCAPE, LANDSCAPE AND SCREENING

16. In conformance with Rancho Mirage Municipal Code Chapter 17.24, a complete set of on-site and off-site Landscaping Plans and installation schedules shall be required for all public and private street parkway areas between any curb and the right of way line or perimeter wall, including any common areas, shall be submitted to, and approved by the Planning Division prior to issuance of grading permits, a Final Development Plan or City Council approval of the final Map, whichever occurs first.
  - a. The plans shall be submitted as a Landscape Documentation Package in accordance with Rancho Mirage Municipal Code Section 17.24 (Landscaping Standards). Such Plan(s) shall be consistent with the Preliminary Landscape Plan, and the applicant shall provide evidence that the landscape plan has been reviewed and approved by the Riverside County Office of the Agricultural Commissioner and the Coachella Valley Water District (CVWD) if the project is located within their jurisdiction prior to submitting said Plans to the Planning Division for review and approval as a component of the Final Development Plan application.
  - b. Detailed plans relative to wall design, location, appearance, dimensions, top of wall elevations, adjacent finish grade elevations and construction for the project perimeter and entry walls shall be subject to review and approval by the Planning Division and City Engineer prior to approval of a Final Development Plan, Final Map and/or grading permit, whichever occurs first. All perimeter walls shall be designed

with architectural accents to provide aesthetic relief. In accordance with the Community Design Element, the landscaped parkway and perimeter wall along shall be aesthetically upgraded and subject to approval of Planning staff, with ARB review as deemed necessary. If retaining walls are installed, they shall be waterproofed with a City approved waterproofing agent, at and below the surface of the earth to be retained. Landscaping shall be designed to endure blowsand conditions.

- c. All perimeter walls shall be designed with aesthetic relief. In accordance with the **Section 30 Design Guidelines**. All top of wall elevations and adjacent finish grade elevations for the project perimeter and entry walls shall be subject to review and approval by the Planning Division and City Engineer.
- d. Enriched pavement shall be provided at the entrance to enhance the access aesthetic as shown on the approved Development Plan.
- e. The Final landscaping and irrigation plans shall incorporate the use of Evapotranspiration (ET) irrigation "smart" controllers which shall include automatic water scheduling, rain and temperature sensors. Prior to a final inspection, the landscape contractor shall verify in writing with Planning staff that controllers have been installed are correctly programmed, and operate with these features. More information on smart controllers can be found at [www.irrigation.com](http://www.irrigation.com).
- f. Landscaping, Wall and Grading Plans shall demonstrate that all electrical transformers, utility pads, cable TV and phone boxes, and similar utility fixtures will be screened, pursuant to Chapter 17.20 of the Rancho Mirage Municipal Code and/or installed underground if required.
- g. The applicant shall submit a detailed plan of the trash enclosure(s) complementary to the architecture of the building. The location of the trash enclosure(s) shall be subject to approval by the Planning Division and Burretec Waste and Recycling Services of the Desert.
- h. Where end parking stalls abut planter beds, the parking space width shall be increased by two feet or

an 18 inch hardscape (decorative concrete or pavers) shall be provided adjacent to the back of curb to facilitate pedestrian access to parked vehicles.

17. All ground mounted mechanical equipment and its proposed screening material shall be shown on the Precise Grading and Landscaping Plans in the Final Development Plan (FDP). Easements for utility placement shall be shown on the plans. No ground mounted mechanical equipment shall be located within the front setback. All equipment shall be screened from view from adjacent and public right-of-way and surrounding private property.

#### LANDSCAPE VERIFICATION

18. The project landscape architect shall submit written verification that the landscaping and irrigation has been installed per the approved landscape plan.

#### FDP - LIGHTING

19. All exterior lighting shall be shown on the Final Development Plan and shall be low-level directed lighting, energy-efficient and shielded or recessed so that direct glare and reflections are confined within the boundaries of the subject site, and shall be directed downward and away from adjoining properties and public right of way. Lighting shall not blink, flash, or be of unusually high intensity or brightness. All lighting fixtures shall be appropriate in scale, intensity, and height to the building and shall be subject to review and approval by the Planning Division. A photometric Plan shall be required as a part of the FDP application.

#### FDP - OTHER REQUIREMENTS

20. Any proposed signage for this site will be subject to approval and issuance of a separate sign permit.
21. A Cultural Resources Inventory of the project area by a qualified archaeologist shall be conducted prior to grading on-site. Copies of the report and site records shall be provided to ACBCI. A Native American Cultural resource monitor shall be present during ground disturbance activities including testing and surveys. Should buried cultural deposits be encountered, the Monitor may request that construction halt and the Monitor shall notify a qualified

archaeologist to investigate and, if necessary, prepare a Mitigation Plan for submission to the State Historic Preservation Officer (SHPO) and the ACBCI Historic Preservation Office.

*III. PUBLIC WORKS - Prior to issuance of Grading Permits or a Final Map, whichever occurs first or as otherwise specified herein, the following Conditions shall be satisfied:*

STUDIES AND CALCULATIONS REQUIRED

22. The applicant (**City**) shall submit a soils report, geological and hydrology studies, and hydraulic calculations, as required by the City Engineer, prior to approval of the Grading Plan.

GRADING & DRAINAGE PLAN

23. The applicant (**City**) shall be required to submit a grading and drainage plan prepared by a licensed civil engineer to the City Engineer for plan check and approval. The grading and drainage plan shall be consistent with any and all conditions of approval associated with any applicable subdivision map and any Development Permit entitlements issued for the subject project by the City or any other responsible public agency. The grading and drainage plan shall conform to all city policies, standards and regulations applicable to the project. In addition, if the project involves grading and drainage issues related to Coachella Valley Water District (CVWD) facilities, written evidence of the District's approval shall be included with the submittal required by the City of Rancho Mirage.

STORMWATER RETENTION

24. The grading of the project shall be designed such that all storm water to the level of a 100 year frequency storm; worst case of the 1, 3, 6, or 24 hour duration, shall be retained on site. Surface streets are not considered "an acceptable disposal site" for common "nuisance water" from sprinklers and cleaning. Therefore, at a minimum, all projects shall make provisions to absorb such "nuisance water" to the satisfaction of the City Engineer. A Hydrology/Hydraulic Report, in accordance with the Riverside County Hydrology Manual, shall be submitted from a Registered Civil Engineer, showing how this stormwater is handled.

STREET IMPROVEMENTS

25. Street improvements shall be required as specified below. Plans for the construction of the required street improvements shall be designed by a California Registered Engineer and approved by the City Engineer prior to approval of the CUP. All street construction shall be in conformance with these plans and the City's adopted Road Improvement Standards. Plans shall be approved prior to permit issuance or CUP approval and construction shall occur prior to occupancy. The developer shall furnish proof that any Sewer and Water Improvement Plans have been reviewed and approved by CVWD. The developer shall furnish proof that the Fire Marshal has approved the Water Plans and Street layout for the project.

A.) Public Streets Key Largo

- i. 6" Curb and Gutter shall be constructed at 32' East from the centerline of Key Largo, with 4" asphalt over 6" class 2 base paving to join and complete the existing paving, along the project frontage. Parking shall be allowed along the curb.
- ii. A 6' wide meandering multi-use path per modified Standard drawing 500 shall be constructed along the Key Largo Avenue and Via Vail frontage, with 4" thick P.C.C. colored "Yosemite Brown" or equivalent.
- iii. Landscape and irrigation plans for all public street parkways and median islands shall conform to City standards and be submitted for review and approval by the City Engineer and Planning Division. Boulders shall not exceed 15" in height within 3 feet of a public street curb. Canopy trees shall be placed a minimum of 10 feet from public street curb and a minimum of 3' from sidewalks. Palm trees shall be placed a minimum of 3 feet from public street curb with a minimum trunk height of 10 feet. Right of way lines shall be shown on the final landscape plan.

B.) Public Streets Via Vail

- i. 6" Curb and Gutter shall be constructed at 32' South from the centerline of Via Vail, with 30'

of 4" asphalt over 6" class 2 base paving to provide at least 32' of roadway, along the project frontage and extending back to the West to join with the existing road at Key Largo. Parking shall be allowed along the curb.

- ii. A 6' wide meandering multi-use path per modified Standard drawing 500 shall be constructed along the Key Largo Avenue and Via Vail frontage, with 4" thick P.C.C. colored "Yosemite Brown" or equivalent.
- iii. The design of the entry way shall be subject to the approval of the City Engineer. The main entry shall be designed to come from Key Largo Avenue.
- iv. Landscape and irrigation plans for all public street parkways and median islands shall conform to City standards and be submitted for review and approval by the City Engineer and Planning Division. Boulders shall not exceed 15" in height within 3 feet of a public street curb. Canopy trees shall be placed a minimum of 10 feet from public street curb and a minimum of 3' from sidewalks. Palm trees shall be placed a minimum of 3 feet from public street curb with a minimum trunk height of 10 feet. Right of way lines shall be shown on the final landscape plan.

#### C.) Private Streets/Parking Lots

- i. Private street and/or parking lot paving shall consist of a minimum of 3" A.C. paving over 4" of compacted Class II aggregate base material. On private streets and parking lots, and as may be required by a condition of approval, decorative concrete or other surfacing materials shall be reviewed by Public Works for conformance to Public Works standards.
- ii. On private streets and parking lots, non-standard curb and gutter maybe acceptable if the City's standard drainage criteria is satisfied, and the specific non-standard curb and gutter is approved by the Department of Public Works.
- iii. The parking lot design and construction shall be completed in accordance with the City of Rancho Mirage standards and codes unless superseded by

more stringent requirements from the State or Federal ADA guidelines. Such design shall include demonstration of adequate fire and delivery truck turning movements.

- iv. In accordance with Municipal Code 17.26.070(d), all required off-street parking areas shall be designed so that surface water shall not drain over any sidewalks or adjoining parcels.

#### DEDICATION OF PUBLIC UTILITY EASEMENTS

26. A ten (10) foot public utility easement adjacent to the curb and gutter and edge of pavement shall be provided by the property owner or subdivider for all public and private streets, and for public streets where the public right-of-way is less than the required 10 feet. **Connection to the Utility Systems shall be provided as necessary, including CVWD, and IID.**

#### SANITARY SEWER SYSTEM

27. A sanitary sewer system shall be required and shall be installed in accordance with the provisions established and set forth by the regulations of the Coachella Valley Water District, the Riverside County Department of Public Health, and/or the regional Water Quality Control Board. All necessary sewer easements shall be provided.

#### LAQMP

28. The applicant shall prepare a Local Air Quality Management Plan (LAQMP) pursuant to Ordinance N<sup>o</sup> 855, Municipal Code Chapter 7.01. Said LAQMP shall detail the project's potential impacts upon the air quality of the area and any necessary mitigation measures, and shall be submitted to the Public Works Department for review and approval prior to the issuance of the Grading Permit. For ease of preparing a LAQMP, the applicant may contact the Public Works Department regarding use of the LAQMP worksheet. Projects over 10 acres shall also submit the 8.5x11 format Dust Control Plan Required by the South Coast Air Quality Management District for review by the City. At the time of payment of the permit fees the developer shall submit a "dust control deposit" of \$2,000 per acre or alternative grading security as approved by the City Engineer.

SWPPP

29. Prior to issuance of Grading or Building Permits, the Property Owner shall submit the completed Notice of Intent (NOI) form and site plan with the appropriate fee, to the State Water Quality Control Board for the General Construction Activity Storm Water Permit. Proof of submittal shall be given to the City Engineer. The SWPPP promised by the NOI is required to be kept on the project site and may be requested for viewing by City or Water Quality Control Board personnel.

BLOWSAND MITIGATION PLAN

30. Since this project is located in an area that is subject to occasional high winds and migrating sand, the City shall be required to prepare a blowsand mitigation plan. The blowsand mitigation plan shall identify the specific measures and describe the specific procedures that will be implemented to adequately mitigate blowsand impacts on all of the project's on-site and off-site improvements. All improvements for blowsand protection shall be depicted on the project's grading and drainage plan.

AS-BUILT PLANS

31. A complete set of "As-Built" Grading, Sewer, Water, Landscaping, Street, Storm Drain and all other required improvement plans shall be submitted by the engineer of record for review and approval.

**IV. BUILDING - Prior to the issuance of Building Permits the following Conditions shall be satisfied:**

TUMF FEE

32. If applicable, the City shall pay the Transportation Uniform Mitigation Fee in effect at the time the Building Permits are issued.

MSHCP FEE

33. Prior to issuance of grading permits, the applicant shall pay the required Multiple Species Habitat Conservation Plan (MSHCP) Fee.

PAD CERTIFICATION

34. Prior to release of Building Permits, a Pad Certification submitted from a Licensed Land Surveyor

or Civil Engineer, attesting to the elevation matching the rough grade pad elevation shall be submitted to validate the rough grading completion.

#### COMPACTION REPORT

35. Prior to the release of Building Permits, the Lot (s) for the building(s) shall have a compaction report submitted from a Geotechnical Engineer attesting to the buildable pad being compacted at least 90% of maximum relative density. If any over-excavation, or slopes steeper than 2:1, are needed for the building pad, a Geotechnical Engineer shall submit a document attesting to the acceptability of this non-standard earthwork in accordance with the recommendations of the preliminary soil report.

#### UNDERGROUND UTILITIES REQUIRED

36. All existing or proposed Imperial Irrigation District, General Telephone, CATV, or other overhead service facilities, shall be installed underground in accordance with the provisions of Section 12.16 of the Rancho Mirage Municipal Code. The undergrounding installation of all existing or proposed overhead distribution utility lines shall be completed and/or appropriate guarantee arrangements shall be entered into for any structure constructed pursuant to this approval as required by the City Engineer. Such guarantee arrangement shall be approved by the City administrative staff and the City Attorney and shall include the posting of improvement security adequate to secure the periphery of the subject property; and as identified above and as required in Section 12.16 of the Rancho Mirage Municipal Code.

#### IMPROVEMENTS COMPLETED PRIOR TO FINAL INSPECTION

37. Prior to Final, the construction of all required public improvements, including but not limited to sewer, water, curb and gutters, paving to join, storm water drainage facilities, and other required utility improvements shall be completed.

#### CVWD LETTER

38. Prior to occupancy, if applicable, a letter from Coachella Valley Water District shall be submitted stating that all the district fees have been paid and all requirements have been met for development.

OPERATIONAL FIRE HYDRANT

39. In accordance with the Fire Marshall's directives, Building Permits shall not be issued until an acceptable fire hydrant is operational and active within the required distance of the project.

CONSTRUCTION AND DEMOLITION DEBRIS PLAN

40. In conformance with Rancho Mirage Municipal Code Chapter 7.07, construction and demolition debris from the project must be diverted from landfill and either recycled or reused to the maximum extent feasible. The applicant shall have prepared a Construction and Demolition Debris Plan (C&D Debris Plan) that shall be submitted to the Planning Division for review and must be approved by the City's Compliance Officer prior to the issuance of any development, building, grading or demolition permit. For ease of preparing the C&D Waste Diversion Plan, the applicant may contact the Planning Division to obtain the outline and format for the Plan.

PERMITS & CLEARANCES

41. The applicant shall provide evidence of permit(s) or clearance(s) from the following agencies:

- City Engineer
- Dept. of Public Health
- Rancho Mirage Planning Div.
- Coachella Valley Water District
- Palm Springs Unified School Dist.
- Burretec
- Fire Marshal
- City Attorney
- City Contract Specialist
- Agua Caliente Band of Cahuilla Indians (ACBCI)  
(Cultural report & monitoring)

V. FIRE MARSHAL - Prior to issuance of Final Map or Final Development Plan whichever occurs first the following Conditions shall be satisfied:

42. The Fire Department requires the following fire protection measures be provided in accordance with the City of Rancho Mirage Municipal Code, 2007 California Building and Fire Codes with applicable NFPA and or any other nationally recognized Fire Protection

Standards. The Fire Department shall set the minimum fire flow for the remodel or construction of all buildings per California Fire Code-Appendix B.

- a. The applicant shall provide a fire flow of 1500 gpm for a 1-hour duration at 20 psi residual pressure from a permanently installed Fire Hydrant before any combustible material is placed on the job site.
- b. Prior to any project approvals the applicant shall provide proof the existing water system is capable of providing the minimum necessary gpm flow for the following:
  - i. 1500 gpm for single family dwellings
  - ii. 2500 gpm for multifamily dwellings
  - iii. 3000 gpm for commercial buildings
- c. Prior to any building permit approvals the applicant shall provide the required fire flow from a permanent wet Barrel Super Hydrant with 1-4" and 2-2½ "discharge outlets located not less than 25' and nor more than:
  - i. 250' from any portion of a single family (dwelling measured along a vehicular travel way)
  - ii. 250' from any portion of a multifamily (dwelling measured along a vehicular travel way)
  - iii. 150' from any portion of a commercial building (measured along a vehicular travel way)
- d. The applicant shall submit water plans to be reviewed and approved by the Fire Marshal and include verification that the water system is capable of providing the required fire flow.
- e. All valves controlling the water supply for automatic sprinkler systems and water-flow switches shall be monitored and alarmed per the 2007 California Building and Fire code.
- f. The applicant shall install an all-weather fire dept. accessible roadway extending to any portion of a building where as a 150' hose lay can be utilized for the inaccessible building perimeter. Construction type of the same shall be approved by the Fire Marshal and be rated for 75,000 lbs. Turf Block will not be accepted. Fire lane access roadway minimum width without Fire Hydrants is 20', with Fire Hydrants is 26' and height

clearance is 13'6". Public roadway minimum unobstructed width is 36' with parking on both sides. A Fire Apparatus Turn around shall be provided for dead end streets in excess of 150' in length with approved cul-de-sac or hammer head dimensions.

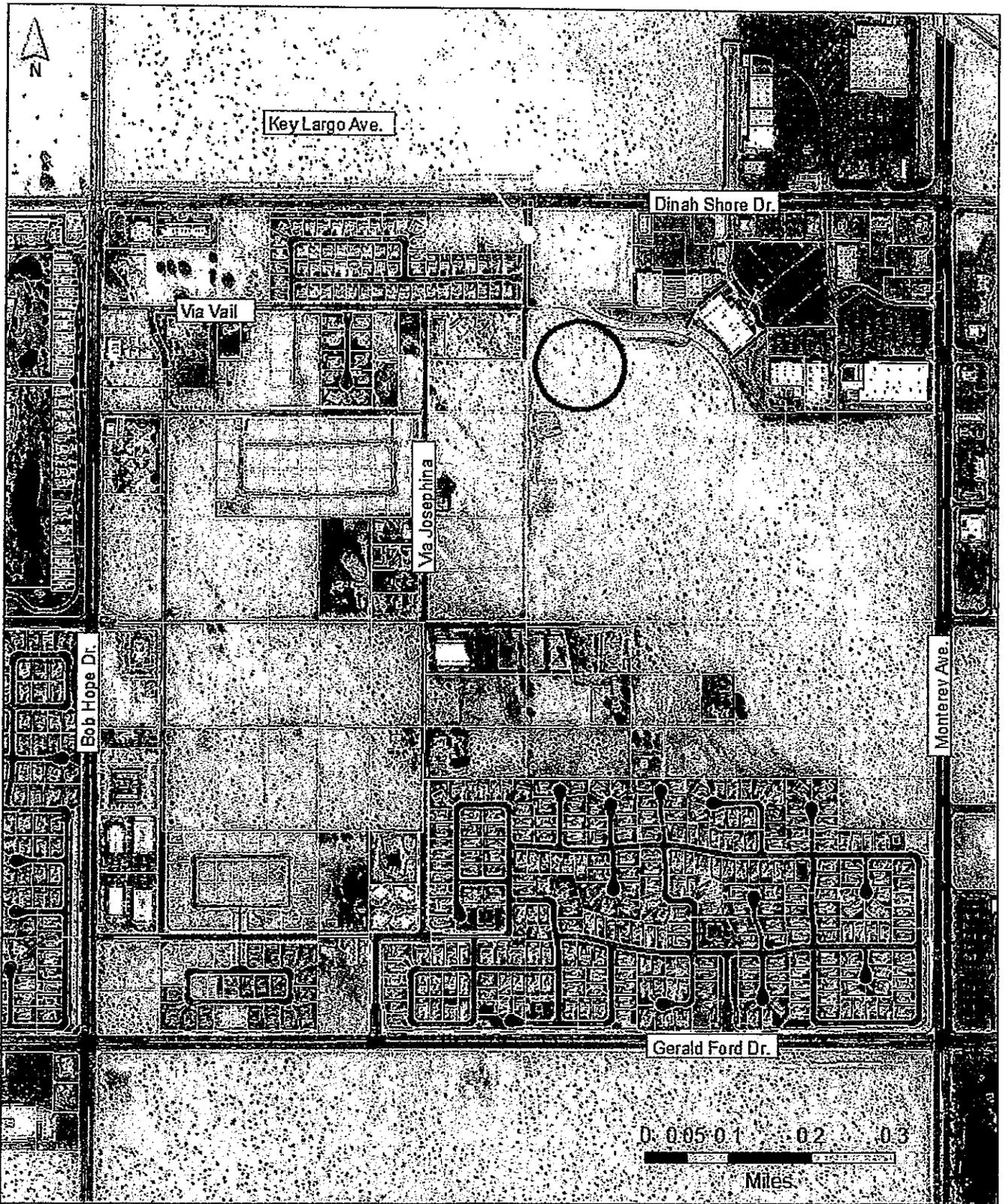
- g. The applicant shall submit a letter of intent to the Fire Marshal's Office detailing the proposed usage of your property in order to determine occupancy type and to facilitate plan review. This project may require licensing by either State or County agencies.
- h. The applicant shall install an illuminated building address in accordance to city standards for size and location. The address shall be in an unobstructed locale and the color shall be contrasting to background.
- i. Conditions are subject to change with adoption of new codes, ordinances, laws or when building permits are not obtained within twelve months.
- j. Additional conditions will be addressed at formal review of the building construction plans. These conditions can only respond to the preliminary plans reviewed.

**RECOMMENDED FINDINGS:**

A. The proposed development is:

1. Allowed within the respective zoning district; the proposed use is one permitted within the subject zoning district and complies with all of the applicable provisions of the Zoning Ordinance. The zoning of the project site is Open Space Public park (OS-PP). The proposed use is a public park. The project, as conditioned, meets the Zoning Ordinance and Section 30 Specific Plan requirements for lot coverage, setbacks, height limitations and landscaping as described in this report
2. Generally in compliance with all of the applicable provisions of this Ordinance that are necessary to carry out the purpose and requirements of the respective zoning district, including prescribed development standards and applicable design guidelines; and

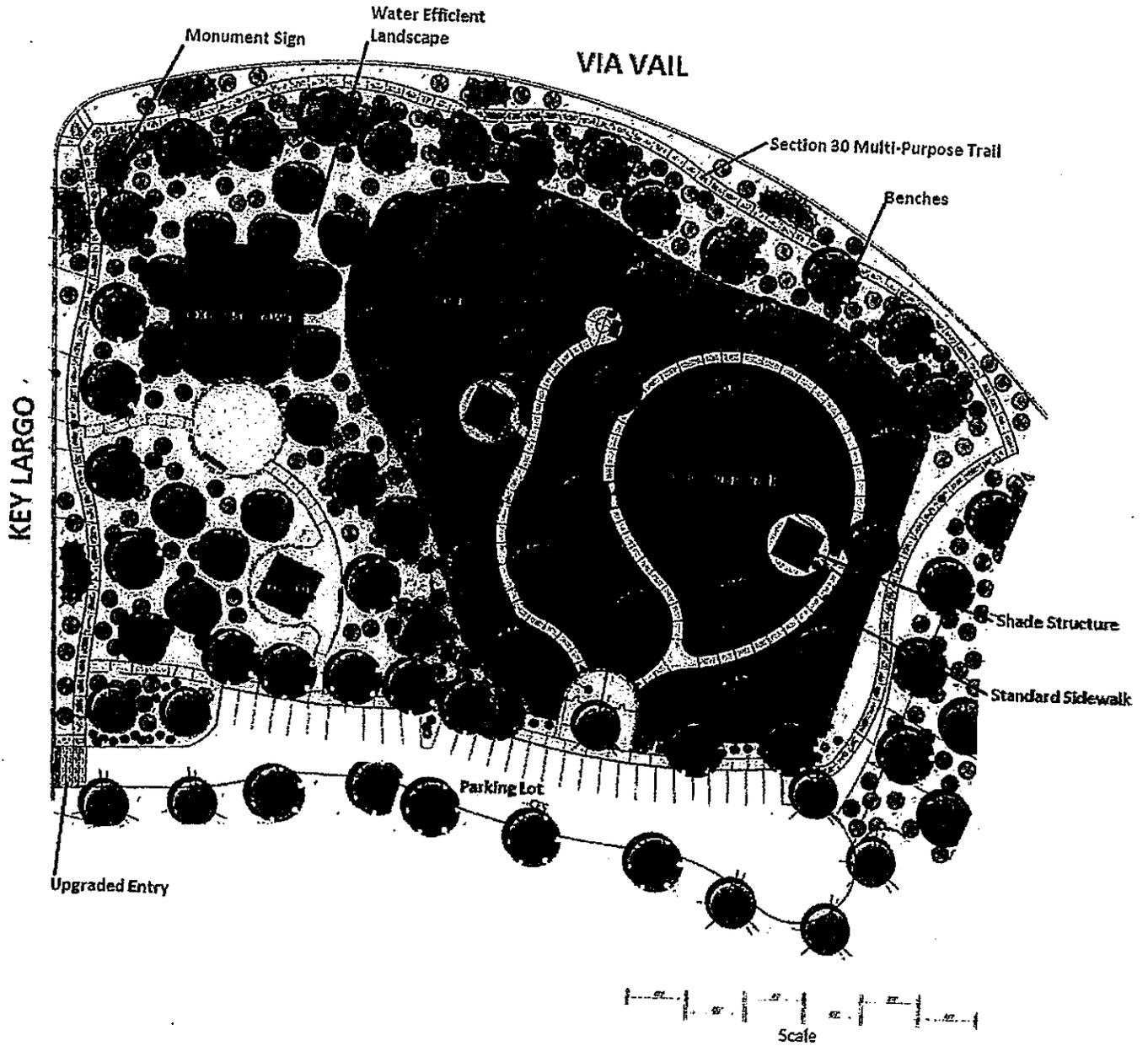
3. Consistent with the General Plan, Zoning Ordinance and Section 30 Specific Plan.
- B. The proposed project would produce a comprehensive development incorporating a more enhanced environment and architectural excellence (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural design, increased amounts of landscaping and open space, improved solutions to the design and placement of parking facilities, etc.) than would normally be possible under more standard district development requirements;
- C. The design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities (e.g., drainage, fire protection, sewers, water, etc.), would ensure that the proposed development would not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or welfare, or injurious to the property or improvements in the vicinity and the respective zoning district;
- D. The design, location, and proposed uses would be compatible with the character of existing development in the surrounding neighborhood; and
- E. The subject site is physically suitable for the type and density/intensity of development being proposed; and
- F. The proposed project incorporates sustainable site development, energy and natural resource saving techniques that will result in an environmentally superior site development; and
- G. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and there are no significant harmful effects upon environmental quality and natural resources, as evidenced in the Initial Study and Environmental Assessment which concludes, based upon the independent judgment of the lead agency, that a Negative Declaration should be adopted.



# Map 2-1 Project Location

City of Rancho Mirage

MAP 2-2  
PROPOSED SECTION 30 PARK CONCEPTUAL PLAN



# Land Use and Zoning Map City of Rancho Mirage

69-825 Highway 111, Rancho Mirage, CA 92270

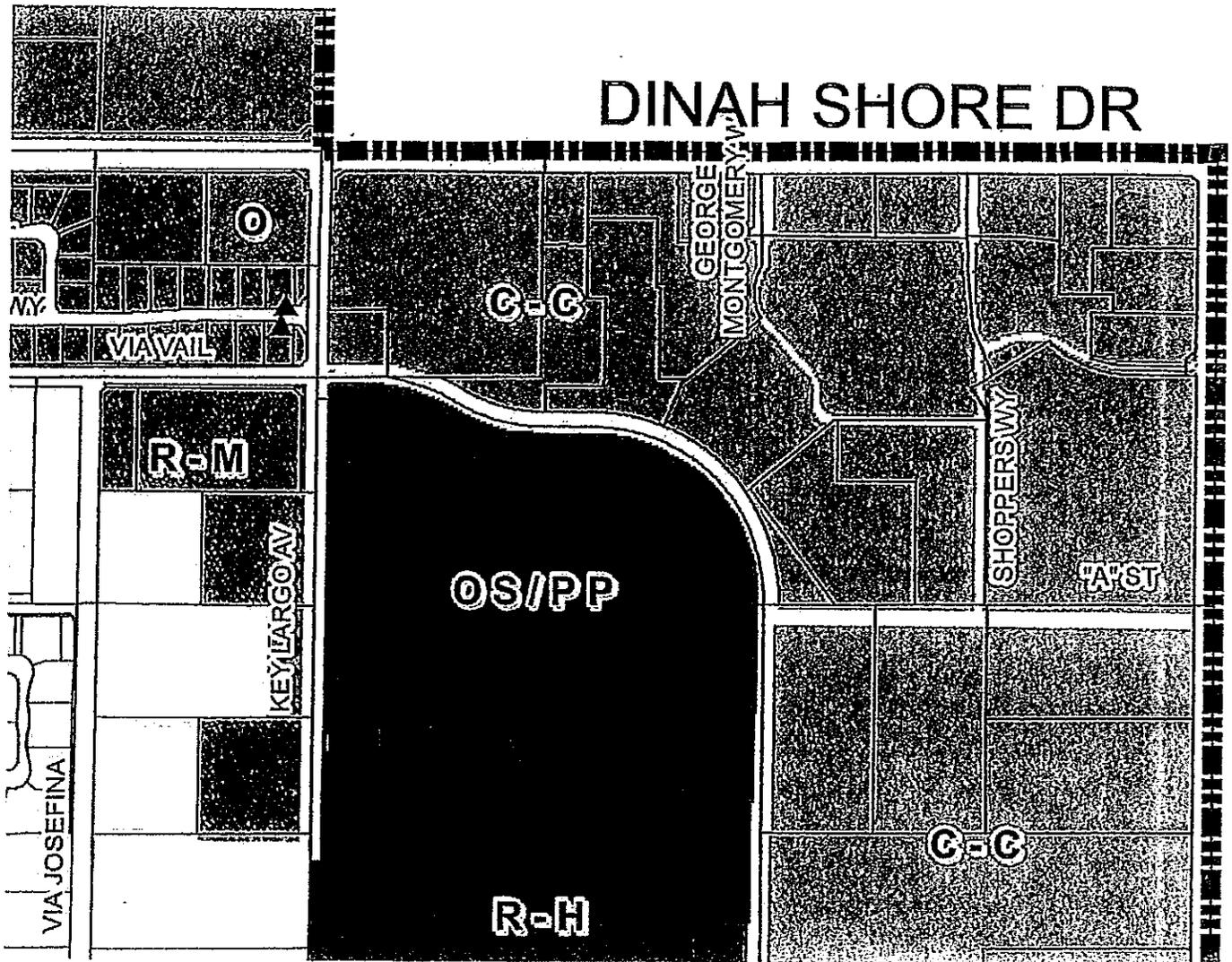


- RESIDENTIAL**
- RE** Residential Estate 1 du/ac Max.
  - RL-2** Very Low Density 2 du/ac Max.
  - RL-3** Low Density 3 du/ac Max.
  - RM-4** Medium Density 4 du/ac Max.
  - RD-9** High Density 9 du/ac Max.
  - MOHP-9** Mobile Home Park 9 du/ac Max.
  - HR-1** Hillside Reserve 1 du/640 ac Max.

- INSTITUTIONAL**
- P** Public/Quasi-Public.
  - PCH** City Hall
  - PFS** Fire Station
  - PH** Hospital
  - PS** School
  - PL** Library
  - PO** Post Office
  - PU-SS** Utility Station

- COMMERCIAL**
- CO** Office
  - NC** Neighborhood Commercial
  - GC** General Commercial
  - CC** Community Commercial
  - R-H** Resort Hotel
  - MUR** Mixed Use (Commercial/Office/Residential)
  - RIC** Regional Interstate Commercial

- OPEN SPACE**
- OSP** Public Park
  - MR** Mountain Reserve
  - OSPV** Private Open Space
  - FC** Floodways and Drainage Channels
  - ROW** Right of Way



## **GENERAL INSTRUCTIONS FOR SUBMITTAL:**

### A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by 2:00 P.M. (Pacific Standard Time), December 17, 2014, to:

The City of Rancho Mirage  
Attn: Bruce B. Harry, Jr., Director of Public Works  
69825 Highway 111  
Rancho Mirage, California 92270

### B. Due Date and Time:

Proposals submitted after 2:00 p.m. on Wednesday, December 17, 2014, may, at the sole discretion of the City, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by City staff upon receipt. At the discretion of the City, a "late" proposal may be considered only if a selection cannot be determined from among proposals received on time. The City shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, "**SEALED PROPOSAL FOR DESIGN PROFESSIONAL SERVICES - DO NOT OPEN WITH REGULAR MAIL.**" Failure of the proposer to properly identify the sealed envelope proposal as described may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of sixty (60) calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to thirty (30) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

### C. RFP Addenda and Clarifications in Written Comments

Written comments or questions from proposers must be received before the end of business day on December 10, 2014 ("Addendum Due Date"), and must be submitted via the following approved written methods addressed to Bruce B. Harry, Jr., Director of Public Works:

1. At [bruceh@RanchoMirageCA.gov](mailto:bruceh@RanchoMirageCA.gov), or
2. Via fax to (760) 324-8830, or
3. Via mail, as long as the correspondence is received and date stamped by the City on or prior to the Addendum Due Date.

Any questions asked verbally shall not be addressed by the City. Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method on or before the Addendum Due Date. Written comments or questions received via approved method and within the time prescribed herein will be addressed by the City's issuance of an addendum. Notwithstanding anything else herein, if it becomes necessary for the City to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be sent to each recipient of record. Recipients of record shall consist of proposers on the original "bidders" mailing list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the City. Addenda will also be posted and published on the City's website, <http://www.ranchomirageca.gov>, as well as everywhere else the RFP was originally posted and published. Though the City shall mail out any addenda to RFP recipients of record, and in addition will post any addenda information on the City website and publish and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the City if any addenda are to be mailed. All addenda shall become part of the RFP.

D. Pre-contractual Expenses:

The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest:

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm's business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the City. For the duration of the Agreement, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contract:

The proposer selected through this RFP shall be required to enter into the Agreement with the City, a form of which is attached hereto as **Exhibit "A."**

## **PROPOSAL FORMAT AND CONTENT:**

### A. Presentation

Proposals shall be submitted in an 8 ½" x 11" format, fastened with an effective method.

### B. Proposal Content

#### 1. Transmittal Letter

- a. Contact information, identification of firm, name and email address and telephone number
- b. A statement to the effect that the proposal will remain valid for sixty (60) days from the due date for the proposals
- c. Acknowledgement of receipt of addenda, if any
- d. Signature of the person authorized to bind the terms of the proposal

#### 2. Table of Contents

Following the transmittal, provide a table of contents for the proposal

### C. Qualifications, Related Experience and References

1. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed design professional services work, similar to the work required in this RFP.
2. Background information of the firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
4. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which your firm is currently providing, or has recently provided, design professional services. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for your firm.

D. Proposed Staffing and Project Organization

1. Discuss the staffing of the proposing firm who would be assigned to work on the City's project.
2. Identify the key personnel that would be assigned to the project, in hours per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who would serve as a day-to-day contact for the City.
4. Provide any necessary organizational chart of the firm as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the proposer's understanding of the City's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
2. Describe what information, documentation or staff assistance from the City your firm would request from the City in order to complete the work described.
3. Provide a summary of the firm's proposed services, with a focus on any technologies, innovations, and processes that the firm will offer to help the City meet its objectives.

F. Cost and Price

1. This section shall disclose all charges to be assessed the City for the required services and declare the proposer's preferences for method and timing of payment.
2. Quote a total price for completing all services; include all costs associated with the operating budget, including all design professional service fees.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

## **PROPOSAL EVALUATION AND CONTRACT AWARD:**

### A. Evaluation Panel

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract negotiations with the highest rated proposer(s). The evaluation panel will either select the successful proposer or make recommendations to the City Council regarding selection.

### B. Evaluation Criteria

Proposals will be evaluated by the panel considering the factors which are listed below, with the most weight to be given to the qualification and experience of the proposers.

1. Cost and price
2. Work plan
3. Qualification and experience of proposer
4. Staffing and organization
5. Conformance with this RFP
6. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations
7. Any other criteria determined by the City

Upon selection of the most qualified proposer, the City may require the finalist to make an oral presentation to the evaluation panel and/or the City Council or City Manager. The City expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

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**EXHIBIT "A"**  
**AGREEMENT**

## **AGREEMENT FOR DESIGN PROFESSIONAL SERVICES**

This Agreement for Design Professional Services (hereinafter, "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Rancho Mirage, a municipal corporation in the County of Riverside, State of California (hereinafter, the "City") and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter, "Design Professional").

### **RECITALS**

**WHEREAS**, the City desires to utilize the services of Design Professional, as an independent contractor, to provide the City with certain professional design services related to \_\_\_\_\_ (hereinafter, the "Services"); and

**WHEREAS**, Design Professional represents that it is fully qualified to perform such Services by virtue of its experience and the training, education and expertise of its principals and employees; and

**WHEREAS**, the City desires to retain Design Professional, and Design Professional desires to serve the City to render these professional services as set forth in this Agreement and subject to all applicable federal, state or local laws and regulations.

### **AGREEMENT**

#### **SERVICES OF CONSULTANT**

1.     Scope of Services; Extra Work.

A.     Design Professional shall furnish the Services described in the Scope of Services, attached hereto as Exhibit "A," and incorporated herein by this reference. Design Professional shall provide said services at the time, place, and in the manner specified in the Scope of Services. In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

B.     At any time during the term of this Agreement, City may request that Design Professional perform Extra Work. As used herein, Extra Work means any work that is determined by the City to be necessary for the proper completion of the services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Design Professional shall not perform, nor be compensated for, Extra Work without written authorization from the City. Design Professional shall perform the Extra Work in the manner specified herein.

2.     Familiarity with Work.

A.     Design Professional warrants that it has thoroughly investigated and considered the Scope of Services, has carefully considered how the services

should be performed and fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

B. If the services involve work upon any site, Design Professional warrants that it has, or will, investigate the site and is or will be fully acquainted with the existing conditions, prior to commencement of services hereunder. Should the Design Professional discover any latent or unknown conditions that may materially affect the performance of the services hereunder, it shall immediately inform the City of such fact and shall not proceed without written instructions from the City except at its own risk.

3. Standard of Care. Services shall be performed by Design Professional in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Design Professional's profession currently practicing in California. By delivery of completed work, Design Professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the professional standard of care in California. Design Professional shall perform such services and duties in conformance with and consistent with that degree of care and skill consistent with the generally accepted professional standards prevailing at the time the work is performed. In addition, Design Professional represents that its work product does not infringe on any other copyrighted work. If Design Professional's work does infringe on any other copyrighted work, this constitutes willful misconduct under this Agreement.

4. Independent Evaluation. Design Professional is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations, and all other contingencies or design considerations. Data calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local or other conditions is not warranted or guaranteed, either expressly or impliedly, by the City.

5. Licenses.

A. Design Professional represents and warrants to the City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which is legally required to practice its profession as well as perform the services as set forth herein.

B. Design Professional represents and warrants to the City that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Design Professional to practice its profession.

C. Design Professional shall maintain a valid City of Rancho Mirage business license.

## **COMPENSATION**

6. Contract Sum. For the services rendered pursuant to this Agreement, Design Professional shall be paid compensation in accordance with the Fee Proposal attached hereto and incorporated herein by this reference as Exhibit "B," but in no event shall Design Professional's compensation exceed \_\_\_\_\_ Dollars and \_\_\_\_ Cents (\$\_\_\_\_\_.\_\_\_\_) without additional written authorization from the City.

7. Payment.

A. Design Professional shall submit monthly billings to City describing the work performed during the preceding month. Design Professional's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of reimbursable expenditures.

B. The City shall pay Design Professional no later than 30 days after approval of the monthly invoice by City staff, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.

C. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until City has accepted the final work under this Agreement.

## **PERFORMANCE SCHEDULE**

8. Term and Time of Performance. The term of this Agreement shall, and the services of Design Professional are to commence upon execution of this Agreement and shall continue until the City approves all authorized work. All such work shall commence on \_\_\_\_\_, and be completed by no later than \_\_\_\_\_.

9. Time of Essence. Time is of the essence in the performance of this Agreement.

## COORDINATION OF WORK

10. Independent Design Professional. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Design Professional, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Design Professional's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. It is understood that Design Professional, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Design Professional shall obtain no rights to any compensation, benefits, or retirement benefits that accrue to the City's employees and not to independent contractors, and it hereby expressly waives any claim it may have to any such rights.

11. Civil Code Section 1542 Waiver. Design Professional expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Design Professional further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

\_\_\_\_\_  
Initials

12. Conflicts of Interest.

A. Design Professional (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Design Professional's services hereunder. Design Professional further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

B. The City has determined that Design Professional is not a designated employee within the meaning of the Political Reform Act.

13. Assignment and Subcontracting. The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience and competence of Design Professional. Assignments of any or all rights, duties or obligations of the Design Professional under this Agreement will be permitted only with the express consent of the City. Design Professional shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City, or except to the extent that Exhibit "C" may reflect use of subcontractors by Design Professional. If the City consents to such subcontract, Design Professional shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

#### **REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF DESIGN PROFESSIONAL**

14. Design Professional represents and acknowledges the following:

A. The City is not required to provide any training or legal counsel to Design Professional or its employees in order for Design Professional to perform the services described in this Agreement.

B. Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

C. Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Design Professional on a continuing basis after termination of this Agreement.

D. The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed, or retained as an independent contractor, by Design Professional to perform the services described in this Agreement.

E. Design Professional shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the City.

15. The City represents and acknowledges the following:

A. Design Professional is not required to comply with daily instructions from City staff with respect to when, where or how Design Professional must perform the services set forth in this Agreement.

B. Design Professional is solely responsible for determining who, under the supervision or direction of Design Professional, will perform the services set forth in this Agreement.

C. The City will not hire, supervise or pay any assistants working for Design Professional pursuant to this Agreement.

D. Nothing in this Agreement shall be interpreted to imply that Design Professional must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

E. Except for attendance at certain required meetings, it is the sole responsibility of Design Professional to set the hours in which it performs or plans to perform the services set forth in this Agreement.

F. Design Professional is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

G. Except for attendance at certain required meetings, Design Professional is not required to perform the services set forth in this Agreement on City-owned property.

H. Nothing in this Agreement shall be interpreted to preclude Design Professional from working for other persons or firms, provided that such work does not create a conflict of interest.

I. Design Professional is not required to perform the services set forth in this Agreement in any particular order or sequence.

## **RECORDS AND REPORTS**

16. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Design Professional, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Design Professional for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Design Professional or to any other party. Design Professional shall, at their expense, provide such reports, plans, studies, documents and other writings to the City upon written request.

### 17. Licensing of Intellectual Property.

A. This Agreement creates a nonexclusive and perpetual license for the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings,

estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Design Professional under this Agreement ("Documents and Data").

B. Design Professional shall require all subcontractors to agree in writing that the City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

C. Design Professional represents and warrants that it has the legal right to license any and all Documents and Data it provides to the City under this Agreement.

18. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, photographs, computer program data, input record data, written information, and other Documents and Data either created by or provided to Design Professional in connection with the performance of this Agreement shall be held confidential by Design Professional. Design Professional shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the services under this Agreement nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Design Professional shall not use the City's insignia or photographs relating to project for which Design Professional's services are rendered, or any publicity pertaining to the Design Professional's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

19. Books and Records.

A. Design Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Design Professional under this Agreement.

B. Design Professional shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so.

Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Design Professional's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Design Professional's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Design Professional, Design Professional's representatives, or Design Professional's successor-in-interest.

## **INSURANCE**

### 20. Insurance Requirements.

A. Policies. Design Professional, at Design Professional's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies;

i. Worker's Compensation Coverage. Design Professional shall procure and maintain, at its own expense, Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. If any class of employees employed by Design Professional pursuant to this Agreement is not protected by the California State Worker's Compensation Law, Design Professional shall provide adequate insurance for protection of such employees to the satisfaction of the City. Design Professional agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved in the Services to do the same.

ii. General Liability Coverage. Design Professional shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars in the aggregate (\$2,000,000) for bodily injury, personal injury and property damage. Design Professional shall provide insurance on an occurrence, not claims-made basis. Design Professional acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

iii. Automobile Liability Coverage. Design Professional shall procure and maintain, at its own expense, automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the Design Professional arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less

than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars in the aggregate (\$2,000,000).

iv. Professional Liability Coverage. Design Professional shall procure and maintain, at its own expense, professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Design Professional's Services, whether such Services are performed by Design Professional or by its employees, subcontractors, or sub-consultants, to the extent such persons other than Design Professional are permitted to perform any of the Services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate.

B. Endorsements. Unless otherwise specified herein, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Except for worker's compensation, errors and omissions, professional liability or directors and officers coverage, the City, its elected or appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Design Professional, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.

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

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officials, officers, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Design Professional shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

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

E. Imposition of Insurance Requirements. Provided the City gives its written consent for any persons other than Design Professional to perform any part of the Services, Design Professional agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Design Professional enters into contracts or whom Design Professional hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Design Professional agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

F. Maintain Coverages. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Design Professional agrees to maintain all coverages required herein until the City provides written authorization to terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

G. Failure to Obtain Coverages. Design Professional agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the performance of Services, to the extent such is permissible under this Agreement, Design Professional shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City or its officers, employees, servants, volunteers, agents and independent contractors.

## **INDEMNIFICATION**

21. Indemnity. To the fullest extent permitted by law, the Design Professional, as defined in Section 2782.8 of the Civil Code, shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines and judgments, associated

investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Design Professional or the acts or omissions of an employee, agent or subcontractor of the Design Professional. The provisions of this paragraph shall survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions hereof relating to insurance.

## **ENFORCEMENT OF AGREEMENT**

22. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Design Professional. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

23. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provisions under this Agreement. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

24. Default.

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

B. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

C. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

D. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach,

the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

25. Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

26. Controlling Law Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Litigation Expenses and Attorneys Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys fees.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Authority to Enter Agreement. Design Professional has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. Termination. The City may terminate this Agreement immediately for cause. The City may terminate this Agreement without cause upon fifteen days written notice of termination. Upon termination, Design Professional shall be entitled to compensation for services performed up to the effective date of termination.

## **PRINCIPAL REPRESENTATIVES**

31. \_\_\_\_\_, is designated as Design Professional's Principal Representative and is the person responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement. Design Professional's designated Principal Representative's experience, knowledge, capability and reputation were a substantial inducement for the City to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of Design Professional's designated Principal Representative shall not be reassigned, without the express written consent of both parties.

32. The City's \_\_\_\_\_, \_\_\_\_\_, shall be the Principal Representative of the City for purposes of communicating with Design Professional on any matter associated with the performance of the services set forth in this Agreement.

### **CITY OFFICERS AND EMPLOYEES**

33. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Design Professional, or any successor-in-interest, in the event of any default or breach by the City or for any amount, which may become due to the Design Professional or to its successor, or for breach of any obligation of the terms of this Agreement.

34. Prohibited Interests. Design Professional maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee or independent contractor working solely for Design Professional, to solicit or secure this Agreement. Further, Design Professional warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee or independent contractor working solely for Design Professional, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

35. Equal Opportunity Employment. Design Professional represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Design Professional shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

### **MISCELLANEOUS**

36. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to the City:

\_\_\_\_\_, \_\_\_\_\_  
City of Rancho Mirage  
69-825 Highway 111  
Rancho Mirage, CA 92270  
Telephone: (760)  
Facsimile: (760)

Email: \_\_\_\_\_@ranchomirageca.gov

If to Design Professional: \_\_\_\_\_, \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_

Email:

37. Amendments. This Agreement may be modified or amended only by a written document executed by both Design Professional and the City and approved as to form by the City Attorney.

38. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

39. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

40. Labor Laws. All work or services performed within the State of California pursuant to this Agreement by Design Professional, Design Professional's employees and independent contractors, or its subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any person not lawfully permitted to perform said work or services in the State of California or the United States of America. Documentation must be promptly submitted to the City at the request of the City, for the purpose of determining whether or not the work or services provided pursuant to this Agreement are being provided in compliance with this section.

41. Right to Independent Investigation. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Design Professional's personnel who perform work required in the Scope of Services, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of the area where work is to be performed. If the City makes a reasonable determination that any of Design Professional's prospective or then current personnel is deemed objectionable, then the City may notify Design Professional of the same. Design Professional shall not use that personnel to perform

work required in the Scope of Services, and if necessary, shall replace him or her with another suitable worker.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CITY OF RANCHO MIRAGE**

**DESIGN PROFESSIONAL**

\_\_\_\_\_  
Randal K. Bynder, City Manager

\_\_\_\_\_  
Its: \_\_\_\_\_  
(Title)

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name, Director of \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Cynthia Scott, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven B. Quintanilla, City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**SEE ATTACHED  
PROPOSAL DATED \_\_\_\_\_**

**EXHIBIT "B"**

**FEE SCHEDULE**

**SEE ATTACHED  
FEE PROPOSAL**