

MEETING DATE: March 26, 2013

AGENDA ITEM: **Authorization to Issue a Request for Qualifications (RFQ) for Brokerage Services Related to the Disposition of City-Owned Property Located 10745 Cranks Road and 11304 Segrell Way (former Fire Station #3).**

**ATTACHMENTS**

|                                                | <u>Pages</u> |
|------------------------------------------------|--------------|
| 1. Request for Qualifications with Attachments | 1-29         |

**CITY OF CULVER CITY**

Request for Qualifications for Real Estate Brokerage Services (RFQ)

**Submittal Due Date: April 29, 2013**

**I. Purpose**

The City of Culver City (City) is seeking the services of a qualified residential real estate broker (Broker) with local experience to dispose of City-owned property located at 11304 Segrell Way (former Culver City Fire Station No. 3) and 10745 Cranks Road (vacant residential lot); collectively referred to as the "Property". Please refer to the attachments for more information.

**II. Response Format**

Each item in Section IV of this RFQ should be specifically addressed. If respondent declines to provide a response, respondent should indicate why. Please limit responses, relevant material and qualifications to 10 pages in length. If necessary, additional information may be submitted in the form of an attachment or appendix. In no case shall the total response exceed 20 pages.

**III. Response Deadline**

Responses to the RFQ are due no later than **4:00 p.m. (PST) Monday, April 29, 2013**. Please submit one electronic copy in MSWord or PDF format, one unbound original, and three bound copies to:

CITY OF CULVER CITY  
Todd Tipton  
9770 Culver Blvd.  
Culver City, CA 90232  
E: [todd.tipton@culvercity.org](mailto:todd.tipton@culvercity.org)  
P: 310.253.5783

**IV. Response Content****A. General Information**

Provide information that explains the Broker's firm and its structure including a minimum of the following items:

1. History of the firm, including the year established;
2. Location of office(s), the office the Broker will operate out of and a brief description of support staff;
3. Number of licensed representatives located in Culver City, if any;
4. Names of the Broker(s) who will be directly responsible for selling the Property. Please provide a resume, including a copy of applicable licenses and certifications.

**B. Experience**

Provide information regarding the experience of the Broker(s) assigned to sell the Property including, but not limited to:

1. A summary of applicable work experience that demonstrates knowledge and experience in the residential real estate sales market. The summary should reflect recent sales in the Culver City area including asking prices, sales prices, duration the properties were on the market, the marketing strategy used, etc.;
2. Provide contact information for two sellers represented in the past 60 days that resulted in a sale;
3. Attach a descriptive list of work, if any, completed with a public agency in the last five years; and
4. Any other applicable qualifications.

**C. Strategy**

Provide a description of the Broker's strategy to market and sell the Property that will be utilized in order to achieve the requirements outlined in Section V below.

**D. Documentation of Standing and Licensing:**

Shall include the following:

1. A copy of the business license authorizing the Broker to do business in Culver City and California; and
2. Copy of the Broker's real estate license from the California Department of Real Estate.

**E. Fee**

Describe the desired fee and compensation structure for the services identified herein. The fee and compensation structure should include all costs and expenses, as well as proposed listing prices for both properties.

**F. Term of the Contract**

Describe the anticipated timeframe needed to sell the Property and desired term of contact with the City.

**V. Development and Sale Restrictions**

The City Council will select a buyer for the Property based upon their offer price and how they intend to develop the Property. Please note the developer will be responsible for all demolition costs and must conform to the following development and sale restrictions:

**Development Standards (See attached zoning information):**

- a. One single family home (1 unit) per lot with a minimum lot width of 50 feet and minimum lot depth of 100 feet.
- b. A maximum dwelling unit area of 1,500 sq. ft. plus 40% of the net lot area for parcels less than 8,000 sq. ft. not including garages and accessory structures, and other setback, parking and zoning regulations.

Alternative Developments:

- a. Development proposals that do not meet the current zoning will need to be vetted with the surrounding neighborhood.
- b. Alternative developments are subject to necessary entitlements.
- c. The City reserves the right to reject any proposal it chooses at its sole discretion.

Sale Restrictions:

- a. Minimum sales price to be established based on the Broker's experience, available appraisal information and comparable sales in the surrounding areas.
- b. Proposed project designs must be provided with all bid offers.
- c. A covenant will be recorded with property disposition to reflect the proposed development and designs, and to ensure a timely project completion (in order to avoid property speculation).
- d. Execution of an indemnification related to the hillside repair (10745 Cranks Road only) and hazardous materials (11304 Segrell Way).

Prior to property disposition the City Council will review the offers and provide negotiation instructions.

**VI. RFQ Process**

Interested Brokers will be required to attend a mandatory RFQ process meeting located at the former Fire Station on Tuesday, April 9<sup>th</sup> at 9:00 a.m. at. Following the meeting, staff will conduct tours of the sites.

Questions related to the RFQ or disposition process must be submitted in writing prior to 4:00 p.m., Wednesday, April 17<sup>th</sup>.

At the completion of the response period, staff will interview qualified respondents (anticipated May 2013) and will prepare a report and recommendation to the City Council for consideration in May/June 2013.

The selected Broker will be required to execute the City's Standard Form Contract for Professional Services (attached). Respondents are advised to review the contract and verify that they are capable of satisfying the provisions, including insurance requirements.

**VII. Noteworthy Items:**

1. All submittals are subject to the California Public Records Act. A firm submitting any information it considers confidential as to trade secrets or commercial or financial information, which it desires not to be disclosed, must clearly identify such information in its proposal. In the event the City receives a request for public records asking for such material, the firm will be contacted and be given an opportunity to comment or oppose such request, but in no event shall the City be responsible for any liability or damages arising out of or resulting from the City's

disclosure of such information pursuant to a public records request. Information not clearly identified as confidential will be deemed to be non-confidential and will be made available by the City upon request by any member of the public. Information identified as confidential will not be disclosed to the public, except as required by law.

2. The City in releasing this RFQ shall not be obligated to proceed with any action on the RFQ and may decide that it is in the City's best interest to refrain from hiring a broker or pursuing any further action.
3. The City reserves the right to negotiate modifications to the proposed fee and compensation structure submitted by the respondent.

## **ATTACHMENTS**

Properties to be disposed of include:

- 11304 Segrell Way, Culver City, CA, APN 4216-029-900
- 10745 Cranks Road, Culver City, CA, APN 4203-019-900

Attachments:

1. Parcel Summary, Map & Pictures
2. Property Aerials
3. Residential Zoning Regulations
4. Sample City Contract

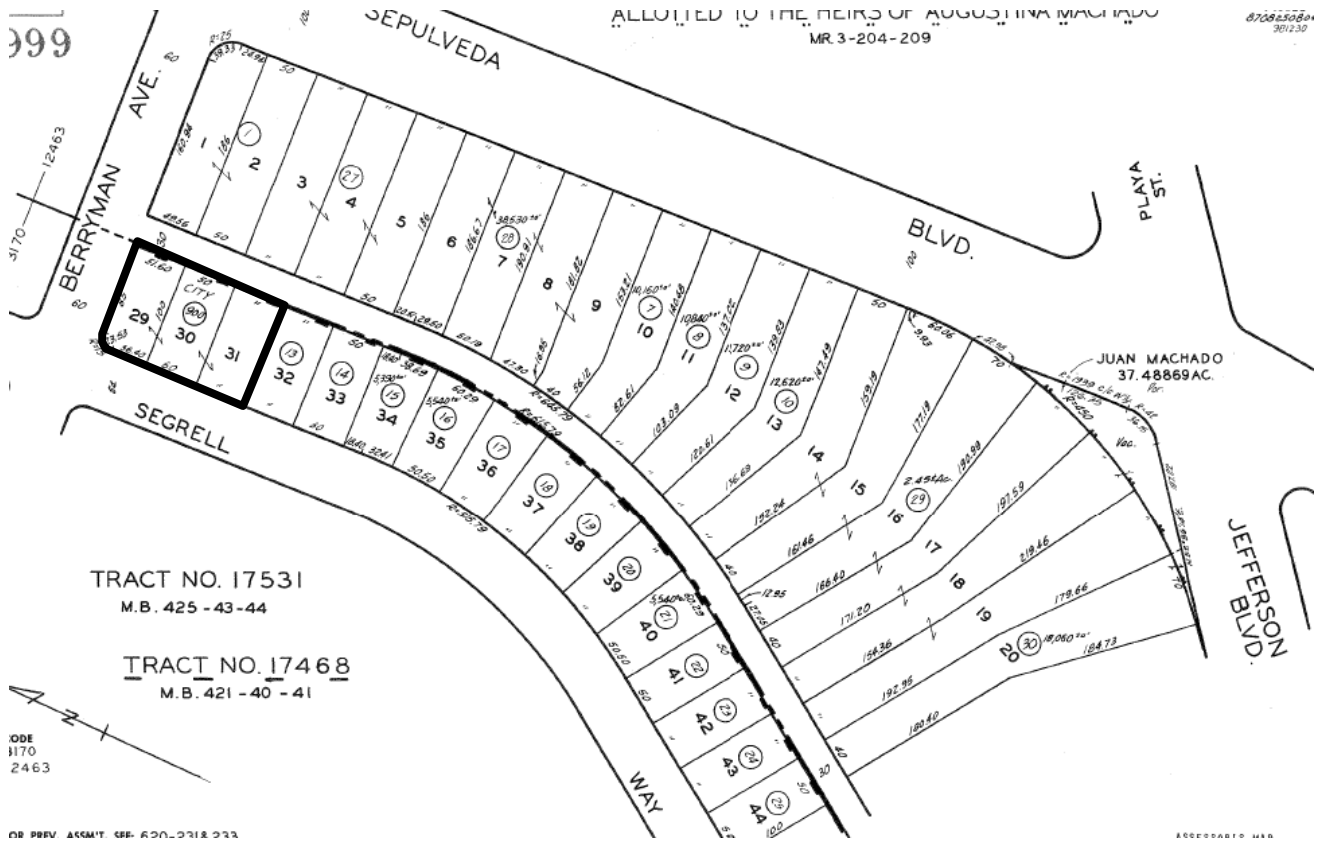
# Culver CITY

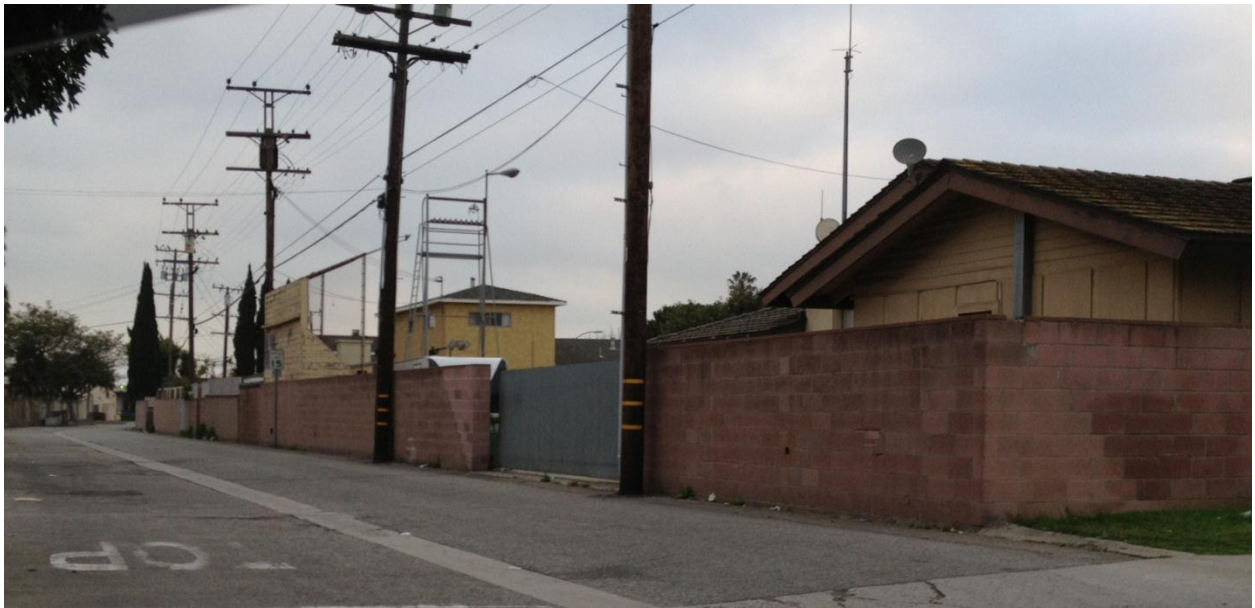
## DISPOSITION OF CITY-OWNED PROPERTY 11304 SEGRELL WAY (FORMER FIRE STATION #3) & 10745 CRANKS ROAD

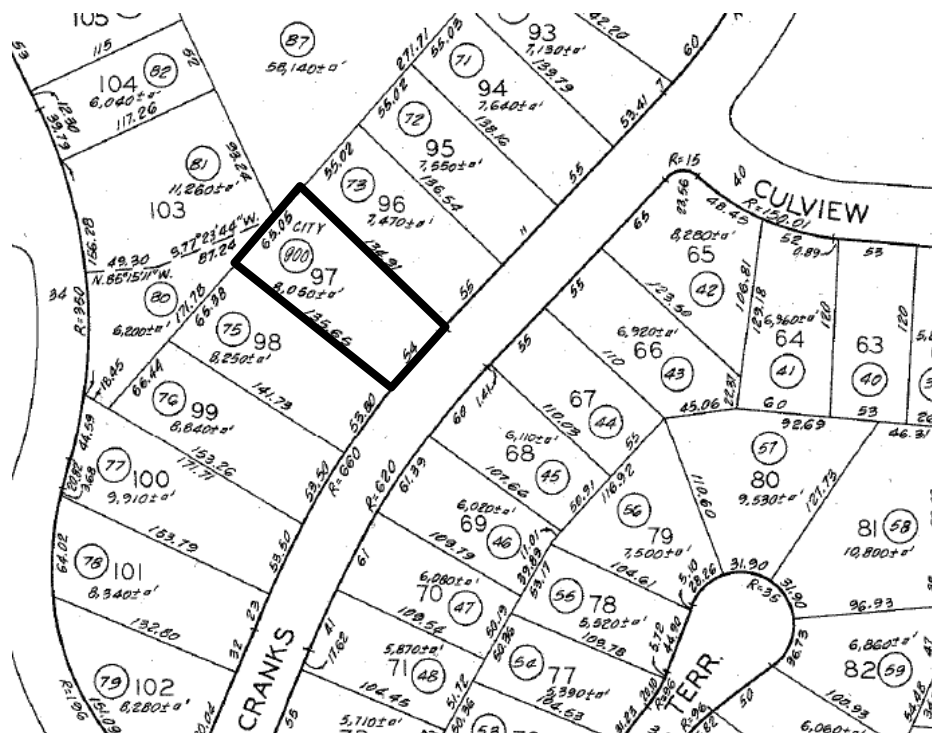
| <b>11304 Segrell Way –<br/>Former Fire Station No. 3</b>                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Decommissioned in 2010 due to construction of a new station at 6030 Bristol Parkway.</li> <li>Zoning - Single Family Residential.</li> <li>Three parcels, approx. 5,000 SF each.</li> <li>Total area – 15,000 SF.</li> <li>Building Square Footage - 4,880 SF.</li> <li>Remediation (lead and asbestos) required if station is demolished.</li> </ul>                                    |
| <b>10745 Cranks Road</b>                                                                                                                                                                                                                                                                                                                                                                                                        |
| <ul style="list-style-type: none"> <li>Property deemed uninhabitable in 2005 due to land slide.</li> <li>Under the terms of a settlement agreement relating to litigation arising out of the land slide, the City repaired the slide area, acquired the property and demolished the residence.</li> <li>Zoning - Single Family Residential.</li> <li>Total area – 8,023 SF.</li> <li>Site is currently a vacant lot.</li> </ul> |

| <b>Single Family Zoning – R1*</b>                                                                                           |                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum Lot Area</b>                                                                                                     | 5,000 SF or the average area of residential lots within a 500 ft. radius of proposed subdivision, whichever is greater. |
| <b>Lot Width</b>                                                                                                            | 50 ft.                                                                                                                  |
| <b>Lot depth</b>                                                                                                            | 100 ft.                                                                                                                 |
| <b>Max. # of dwelling units allowed per parcel</b>                                                                          | 1 unit                                                                                                                  |
| <b>Dwelling Size Maximum Area</b>                                                                                           | 1,500 SF plus 40% of net lot area for parcels less than 8,000 SF or more                                                |
| <b>Dwelling Size Maximum Area</b>                                                                                           | 1,000 SF on the ground floor                                                                                            |
| <b>Front Setback</b>                                                                                                        | 20 ft.                                                                                                                  |
| <b>Side Setbacks</b>                                                                                                        | 4 ft.                                                                                                                   |
| <b>Rear Setback</b>                                                                                                         | 10 ft.                                                                                                                  |
| <b>Minimum Distance Between Structures</b>                                                                                  | 5 ft. between accessory residential structures; 8 ft. between detached dwelling units.                                  |
| <b>Open Space</b>                                                                                                           | None required other than setbacks.                                                                                      |
| <b>Height limit</b>                                                                                                         | 2 stories and 30 ft.                                                                                                    |
| *Refer to Culver City Zoning Code (Chapter 17) for additional information or contact the Planning Division at 310.253.5725. |                                                                                                                         |

# 11304 Segrell Way







11304 Segrell Way

Land Use: Low Density    Zone: R1 Single Family    Square Footage: 15,122



# 10745 Cranks Road

Land Use: Low Density    Zone: R1 Single Family    Square Footage: 8,023



# CHAPTER 17.210: RESIDENTIAL ZONING DISTRICTS

Section

[17.210.005](#) Purpose

[17.210.010](#) Purpose of Residential Zoning Districts

[17.210.015](#) Residential Zoning District Land Uses and Permit Requirements

[17.210.020](#) Residential Zoning Districts Development Standards

## § 17.210.005 PURPOSE.

This Chapter provides residential development and use regulations in the residential zoning districts established by § [17.200.010](#) (Zoning Districts Established).

(Ord. No. 2005-007 § 1 (part))

## § 17.210.010 PURPOSE OF RESIDENTIAL ZONING DISTRICTS.

The purpose of the individual residential zoning districts, and the manner in which they are applied, are as follows.

**A. R1 (Single-Family Residential) District.** The R1 Zoning District identifies areas characterized by single-family dwellings. The standards of the R1 District are intended to protect the existing density and maintain the character of single-family residential neighborhoods. The R1 Zoning District is consistent with the Low Density Single Family land use designation of the General Plan.

**B. R2 (Two-Family Residential) District.** The R2 Zoning District identifies areas characterized by single-family dwellings and duplexes. The R2 standards are intended to maintain the character of existing neighborhoods, while allowing the opportunity for two-family residential development. The R2 Zoning District is consistent with the Low Density Two Family land use designation of the General Plan.

**C. R3 (Three-Family Residential) District.** The R3 Zoning District identifies areas characterized by single-family homes, duplexes, and triplexes. The R3 standards are intended to maintain the character of existing neighborhoods, while allowing a mix of housing types. The R3 Zoning District is consistent with the Low Density Three Family land use designation of the General Plan.

**D. RLD (Low Density Multiple-Family Residential) District.** The RLD Zoning District identifies areas characterized by low density multiple-family dwellings. The standards of the RLD District are intended to ensure that new development is compatible with the character of existing neighborhoods. The RLD Zoning District is consistent with the Low Density Multiple Family land use designation of the General Plan.

**E. RMD (Medium Density Multiple-Family Residential) District.** The RMD Zoning District identifies areas characterized by medium density multiple-family dwellings. The standards of the RMD District are intended to provide opportunities for the construction of medium density multiple-family housing. The RMD Zoning District is consistent with the Medium Density Multiple Family land use designation of the General Plan.

**F. RHD (High Density Multiple-Family Residential) District.** The RHD Zoning District identifies areas characterized by existing large-scale, multiple-family residential complexes. The standards of the RHD Zoning District are intended to ensure that new high density residential projects are compatible with the character of existing large-scale, multiple-family development. The RHD Zoning District is consistent with the Planned Residential Development land use designation of the General Plan.

(Ord. No. 2005-007 § 1 (part))

### **§ 17.210.015 RESIDENTIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS.**

**A. General Requirements.** Table 2-2 (Allowed Uses and Permit Requirements for Residential Zoning Districts) identifies the uses of land allowed by this Zoning Code in each residential zoning district, and the land use permit required to establish each use, in compliance with Subsection [17.200.020.B](#). (Determination of Allowable Land Uses and Permit Requirements).

**Note:** Where the last column in the tables (“See Specific Use Regulations”) includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Title may also apply.

|                                                                                             |                                        |            |            |     |     |     |                                  |
|---------------------------------------------------------------------------------------------|----------------------------------------|------------|------------|-----|-----|-----|----------------------------------|
| TABLE 2-2<br>Allowed Uses and Permit<br>Requirements for<br>Residential Zoning<br>Districts | P Permitted Use                        |            |            |     |     |     |                                  |
|                                                                                             | CUP Conditional Use Permit Required    |            |            |     |     |     |                                  |
|                                                                                             | AUP Administrative Use Permit Required |            |            |     |     |     |                                  |
|                                                                                             | - Use not allowed                      |            |            |     |     |     |                                  |
| LAND USE (1)                                                                                | PERMIT REQUIREMENT BY DISTRICT         |            |            |     |     |     | See Specific Use<br>Regulations: |
|                                                                                             | R1                                     | R2         | R3         | RLD | RMD | RHD |                                  |
| RECREATION, EDUCATION, & PUBLIC ASSEMBLY                                                    |                                        |            |            |     |     |     |                                  |
| Public recreational and<br>cultural facilities                                              | P                                      | P          | P          | P   | P   | P   |                                  |
| Private residential<br>recreational facilities                                              | -                                      | -          | -          | P   | P   | P   |                                  |
| Religious places of<br>worship                                                              | CUP                                    | CUP        | CUP        | CUP | CUP | CUP |                                  |
| Public Schools -<br>Kindergarten to 12th<br>grade (2)                                       | P                                      | P          | P          | P   | P   | P   |                                  |
| Private Schools -<br>Kindergarten to 12th                                                   | CUP (3)                                | CUP<br>(3) | CUP<br>(3) | CUP | CUP | CUP |                                  |

|                                                                                                      |                                                          |            |            |     |     |     |                                  |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------|------------|-----|-----|-----|----------------------------------|
| grade (2)                                                                                            |                                                          |            |            |     |     |     |                                  |
| TABLE 2-2 (continued)<br>Allowed Uses and Permit<br>Requirements for<br>Residential Zoning Districts | P Permitted Use                                          |            |            |     |     |     |                                  |
|                                                                                                      | CUP Conditional Use Permit Required                      |            |            |     |     |     |                                  |
|                                                                                                      | AUP Administrative Use Permit Required                   |            |            |     |     |     |                                  |
|                                                                                                      | - Use not allowed                                        |            |            |     |     |     |                                  |
| LAND USE (1)                                                                                         | PERMIT REQUIREMENT BY DISTRICT                           |            |            |     |     |     | See Specific Use<br>Regulations: |
|                                                                                                      | R1                                                       | R2         | R3         | RLD | RMD | RHD |                                  |
| RESIDENTIAL                                                                                          |                                                          |            |            |     |     |     |                                  |
| Accessory dwelling units                                                                             | AUP                                                      | AUP        | AUP        | -   | -   | -   | <a href="#">17.400.095</a>       |
| Accessory residential<br>structures and uses                                                         | P                                                        | P          | P          | P   | P   | P   | <a href="#">17.400.100</a>       |
| Duplex                                                                                               | -                                                        | P          | P          | P   | P   | P   |                                  |
| Home occupations                                                                                     | P                                                        | P          | P          | P   | P   | P   | <a href="#">17.400.055</a>       |
| Multiple-family dwellings                                                                            | -                                                        | -          | -          | P   | P   | P   | <a href="#">17.400.105</a>       |
| Residential care facility, 6<br>or fewer clients                                                     | P                                                        | P          | P          | P   | P   | P   |                                  |
| Residential care facility, 7<br>or fewer clients                                                     | CUP (4)                                                  | CUP<br>(4) | CUP<br>(4) | CUP | CUP | CUP |                                  |
| Senior citizen congregate<br>care housing                                                            | -                                                        | -          | -          | CUP | CUP | CUP |                                  |
| Single-family dwellings                                                                              | P                                                        | P          | P          | P   | P   | P   |                                  |
| Triplex                                                                                              | -                                                        | -          | P          | P   | P   | P   |                                  |
| SERVICE                                                                                              |                                                          |            |            |     |     |     |                                  |
| Adult day care facilities                                                                            | CUP                                                      | CUP        | CUP        | CUP | CUP | CUP |                                  |
| Child day care centers                                                                               | -                                                        | -          | -          | CUP | CUP | CUP | <a href="#">17.400.035</a>       |
| Child day care - Large<br>family day care homes                                                      | AUP                                                      | AUP        | AUP        | AUP | AUP | AUP | <a href="#">17.400.035</a>       |
| Child day care - Small<br>family day care homes                                                      | P                                                        | P          | P          | P   | P   | P   | <a href="#">17.400.035</a>       |
| Public utility or safety<br>facilities                                                               | CUP                                                      | CUP        | CUP        | CUP | CUP | CUP |                                  |
| TRANSPORTATION & COMMUNICATIONS                                                                      |                                                          |            |            |     |     |     |                                  |
| Pipelines and utility lines<br>(underground)                                                         | P                                                        | P          | P          | P   | P   | P   |                                  |
| Telecommunications<br>facilities, cellular (5)                                                       | CUP                                                      | CUP        | CUP        | CUP | CUP | CUP | <a href="#">17.400.110</a>       |
| Telecommunications                                                                                   | See § <a href="#">17.400.110</a> for permit requirements |            |            |     |     |     | <a href="#">17.400.110</a>       |

|                                                                                               |  |  |
|-----------------------------------------------------------------------------------------------|--|--|
| facilities, dish antennas                                                                     |  |  |
| <b>Notes:</b>                                                                                 |  |  |
| (1) See Article 7 for definitions of the land uses listed.                                    |  |  |
| (2) Use only allowed on a site designated for such use by the General Plan.                   |  |  |
| (3) Use only allowed on a site declared by the Culver City Unified School District.           |  |  |
| (4) Use only allowed on a site of 5 acres or more.                                            |  |  |
| (5) Use only allowed on a site owned and controlled by the City or other governmental agency. |  |  |

(Ord. No. 2005-007 § 1 (part))

### § 17.210.020 RESIDENTIAL ZONING DISTRICTS DEVELOPMENT STANDARDS.

**A. General Requirements.** Subdivisions, new land uses and structures, and alterations to existing land uses and structures in the R1, R2 and R3 zones shall conform to the requirements in Table 2-3 (Residential Districts Development Standards - R1, R2 ,R3). Subdivisions, new land uses and structures, and alterations to existing land uses and structures in the RLD, RMD and RHD zones shall conform to the requirements in Table 2-4 (Residential District Development Standards - RLD, RMD, RHD). In addition, the applicable development standards in Article 3 (Site Planning and General Development Standards) apply to all residential zoning districts.

| <b>Table 2-3<br/>Residential Districts Development Standards (R1, R2, R3)</b> |                                                                                                                                                   |                                                                          |                                                                                |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Development Feature                                                           | Requirement by Zoning District                                                                                                                    |                                                                          |                                                                                |
|                                                                               | R1                                                                                                                                                | R2                                                                       | R3                                                                             |
| <b>Minimum lot area (1)</b>                                                   | 5,000 square feet or the average area of residential lots within a 500-foot radius of proposed subdivision, whichever is greater.                 |                                                                          |                                                                                |
| <b>Lot width (2)</b>                                                          | 50 feet                                                                                                                                           |                                                                          |                                                                                |
| <b>Lot depth</b>                                                              | 100 feet                                                                                                                                          |                                                                          |                                                                                |
| <b>Maximum number of dwelling units allowed per parcel (3)</b>                | 1 unit                                                                                                                                            | 2 units                                                                  | 3 units                                                                        |
| <b>Dwelling size</b>                                                          | Maximum and minimum allowed floor area, not including any garage or other non-habitable space.                                                    |                                                                          |                                                                                |
| <b>Maximum area</b>                                                           | 1,500 square feet plus 40% of net lot area for parcels less than 8,000 square feet;<br>60% of net lot area for parcels 8,000 square feet or more. |                                                                          |                                                                                |
| <b>Minimum area</b>                                                           | 1,000 square feet on the ground floor.                                                                                                            | 1,000 square feet for a single-family unit;<br>750 square feet/unit in a | 1,000 square feet for a single-family unit;<br>750 square feet for a duplex or |

|                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                  |         |                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                  | duplex. | triplex.                                                       |
| Development Feature                                                                                                                                                                                                                                                                                                                                                                                         | Requirement by Zoning District                                                                                                                                   |         |                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                             | R1                                                                                                                                                               | R2      | R3                                                             |
| Setbacks (4)                                                                                                                                                                                                                                                                                                                                                                                                | Minimum setbacks required. See § <a href="#">17.300.020</a> (Setback Regulations and Exceptions).                                                                |         |                                                                |
| Front                                                                                                                                                                                                                                                                                                                                                                                                       | 20 feet                                                                                                                                                          | 15 feet | 10 feet or one half the building height, whichever is greater. |
| Sides (each)                                                                                                                                                                                                                                                                                                                                                                                                | 4 feet                                                                                                                                                           |         | 5 feet                                                         |
| Rear                                                                                                                                                                                                                                                                                                                                                                                                        | 10 feet                                                                                                                                                          |         |                                                                |
| Minimum distance between structures                                                                                                                                                                                                                                                                                                                                                                         | 5 feet between accessory residential structures; 8 feet between detached dwelling units.                                                                         |         |                                                                |
| Open space                                                                                                                                                                                                                                                                                                                                                                                                  | Minimum area of a site to remain uncovered by structures, in compliance with § <a href="#">17.400.100</a> (Residential Uses - Accessory Residential Structures). |         |                                                                |
| Private                                                                                                                                                                                                                                                                                                                                                                                                     | None required other than setbacks.                                                                                                                               |         |                                                                |
| Common                                                                                                                                                                                                                                                                                                                                                                                                      | None required.                                                                                                                                                   |         |                                                                |
| Height limit (4)(5)                                                                                                                                                                                                                                                                                                                                                                                         | 2 stories or 30 feet                                                                                                                                             |         |                                                                |
| Landscaping                                                                                                                                                                                                                                                                                                                                                                                                 | As required by <a href="#">Chapter 17.310</a> (Landscaping).                                                                                                     |         |                                                                |
| Parking                                                                                                                                                                                                                                                                                                                                                                                                     | As required by <a href="#">Chapter 17.320</a> (Offstreet Parking and Loading).                                                                                   |         |                                                                |
| Signs                                                                                                                                                                                                                                                                                                                                                                                                       | As required by <a href="#">Chapter 17.330</a> (Signs).                                                                                                           |         |                                                                |
| Notes:                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                  |         |                                                                |
| (1) Minimum lot area for parcels proposed in new subdivisions and lot line adjustments. Condominium, townhome, or planned development projects may be subdivided with smaller parcel sizes for ownership purposes, with the minimum lot area determined through the subdivision review process, provided that the overall development site complies with the minimum lot size requirements of this Chapter. |                                                                                                                                                                  |         |                                                                |
| (2) Minimum required width measured at the street property line, except as otherwise provided by § <a href="#">15.10.700</a> . (Subdivision Design Standards) for curved lot frontages and flag lots.                                                                                                                                                                                                       |                                                                                                                                                                  |         |                                                                |
| (3) For standards for Accessory Dwelling Unit, see § <a href="#">17.400.095</a> .                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                  |         |                                                                |
| (4) For standards for Accessory Residential Structures, see § <a href="#">17.400.100</a> .                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                  |         |                                                                |
| (5) For standards for Height Measurement and Height Limit Exceptions, see § <a href="#">17.300.025</a> .                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                  |         |                                                                |
| Table 2-4                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                  |         |                                                                |
| Residential District Development Standards (RLD, RMD, RHD)                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                  |         |                                                                |
| Development Feature                                                                                                                                                                                                                                                                                                                                                                                         | Requirement by Zoning District                                                                                                                                   |         |                                                                |

|                                            | RLD                                                                                                                                                                                                                      | RMD                                                                       | RHD                                       |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------|
| <b>Minimum lot area (1)</b>                | 5,000 square feet or the average area of residential lots within a 500-foot radius of proposed subdivision, whichever is greater.                                                                                        |                                                                           |                                           |
| <b>Lot width (2)</b>                       | 50 feet                                                                                                                                                                                                                  |                                                                           |                                           |
| <b>Lot depth</b>                           | 100 feet                                                                                                                                                                                                                 |                                                                           |                                           |
| <b>Maximum density</b>                     | 1 unit/2,904 square feet of net lot area.                                                                                                                                                                                | 1 unit/1,500 square feet of net lot area, up to a maximum of 9 units. (3) | 1 unit/1,500 square feet of net lot area. |
| <b>Dwelling size</b>                       | Maximum and minimum allowed floor area, not including any garage or other non-habitable space.                                                                                                                           |                                                                           |                                           |
| <b>Maximum area</b>                        | No limitation.                                                                                                                                                                                                           |                                                                           |                                           |
| <b>Minimum area</b>                        | Studio Unit: 500 square feet; 1 Bedroom Unit: 700 square feet; 2 Bedroom Unit: 900 square feet; 3 Bedroom Unit: 1,100 square feet; More than 3 bedrooms: 1,100 square feet plus 150 square feet for each bedroom over 3. |                                                                           |                                           |
| <b>Setbacks (4)</b>                        | <i>Minimum setbacks required. See § <a href="#">17.300.020</a> (Setback Regulations and Exceptions).</i>                                                                                                                 |                                                                           |                                           |
| <b>Front</b>                               | 10 feet or one half the building height, whichever is greater.                                                                                                                                                           |                                                                           |                                           |
| <b>Sides (each)</b>                        | 10 feet                                                                                                                                                                                                                  | 5 feet                                                                    | 10 feet                                   |
| <b>Rear</b>                                | 15 feet                                                                                                                                                                                                                  | 10 feet; 5 feet when adjacent to an alley.                                | 15 feet                                   |
| <b>Minimum distance between structures</b> | 5 feet; 10 feet between detached dwelling units.                                                                                                                                                                         |                                                                           |                                           |
| <b>Open space</b>                          | Minimum area of a site to remain uncovered by structures, in compliance with § <a href="#">17.400.105</a> (Multiple-Family Residential Structures).                                                                      |                                                                           |                                           |
| <b>Private</b>                             | 100 square feet/unit                                                                                                                                                                                                     |                                                                           |                                           |
| <b>Common</b>                              | None required.                                                                                                                                                                                                           |                                                                           | 30% of net lot area.                      |
| <b>Height limit (5)</b>                    | 2 stories and 30 feet                                                                                                                                                                                                    |                                                                           | 3 stories and 40 feet                     |
| <b>Landscaping</b>                         | As required by <a href="#">Chapter 17.310</a> (Landscaping).                                                                                                                                                             |                                                                           |                                           |
| <b>Parking</b>                             | As required by <a href="#">Chapter 17.320</a> (Offstreet Parking and Loading).                                                                                                                                           |                                                                           |                                           |
| <b>Signs</b>                               | As required by <a href="#">Chapter 17.330</a> (Signs).                                                                                                                                                                   |                                                                           |                                           |

|                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Notes:</b>                                                                                                                                                                                                                                                                                                                                                                                               |
| (1) Minimum lot area for parcels proposed in new subdivisions and lot line adjustments. Condominium, townhome, or planned development projects may be subdivided with smaller parcel sizes for ownership purposes, with the minimum lot area determined through the subdivision review process, provided that the overall development site complies with the minimum lot size requirements of this Chapter. |
| (2) Minimum required width measured at the street property line, except as otherwise provided by § <a href="#">15.10.700</a> . (Subdivision Design Standards) for curved lot frontages and flag lots.                                                                                                                                                                                                       |
| (3) The maximum density of 9 units per development parcel shall not apply to RMD-zoned properties on Grand View Boulevard, between Washington Place and Herbert Street.                                                                                                                                                                                                                                     |
| (4) For standards for Accessory Residential Structures, see § <a href="#">17.400.100</a> .                                                                                                                                                                                                                                                                                                                  |
| (5) For standards for Height Measurement and Height Limit Exceptions, see § <a href="#">17.300.025</a> .                                                                                                                                                                                                                                                                                                    |

(Ord. No. 2005-007 § 1 (part))

Contract No. \_\_\_\_\_

CITY OF CULVER CITY  
STANDARD FORM CONTRACT

WITH: \_\_\_\_\_

FOR: \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and \_\_\_\_\_, a **(California corporation, partnership, sole proprietorship)** hereinafter referred to as "Consultant."

1. **CONSULTANT'S SERVICES.** Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. **TERM OF AGREEMENT.** The term of this Agreement shall be from the effective date pursuant to Section 27 of this Agreement and shall end upon **(DATE CERTAIN OR SATISFACTORY COMPLETION OF THE WORK, AS REASONABLY DETERMINED BY CITY'S \_\_\_\_\_.)**
3. **PAYMENT FOR SERVICES.** City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. **TIME FOR PERFORMANCE.** Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Section 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. **DESIGNATED REPRESENTATIVE(S).** \_\_\_\_\_ shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.
6. **HOLD HARMLESS.** To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole expense, with legal counsel approved by City) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and

employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising out of or in any manner related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Consultant agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Consultant of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Consultant, City or any Indemnitee.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. INDEPENDENT CONSULTANT STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City

shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.

11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City:                      City of Culver City  
                                      Attention: \_\_\_\_\_  
                                      9770 Culver Boulevard  
                                      Culver City, CA 90232-0507

To Consultant: \_\_\_\_\_  
                                      \_\_\_\_\_  
                                      \_\_\_\_\_  
                                      \_\_\_\_\_

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work.

Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.

17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Section 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall

award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Consultant regarding the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

#### NAME OF CONSULTANT

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CITY OF CULVER CITY, CALIFORNIA

Dated: \_\_\_\_\_

By \_\_\_\_\_

John Nachbar  
City Manager

(Signatures continued on Page 6)

(Signatures continued from Page 5)

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

---

**NAME**  
**TITLE**

---

Carol A. Schwab  
City Attorney

Contract No. \_\_\_\_\_

EXHIBIT A

CITY OF CULVER CITY  
AGREEMENT

WITH: \_\_\_\_\_

FOR: \_\_\_\_\_

SCOPE OF SERVICE

which is attached hereto, and incorporated herein by reference as though fully set forth

(This exhibit should provide a complete description of each work task. If more than one work task is to be performed, describe and number each work task separately. If the objective is to be a completed study, describe what is expected to be accomplished. Include any mandatory approaches to the problem, or task, and specific limitations, along with a Work Schedule showing timelines for completion of the various tasks and of the entire job. At the very least, this exhibit should address and answer the following questions: WHAT is the nature and purpose of the overall project and WHAT specific tasks and services is the CONSULTANT going to perform to complete the job? WHERE is the work going to be performed? WHEN is the work to be performed? HOW is the work going to be performed?)

Contract No. \_\_\_\_\_

## EXHIBIT B

CITY OF CULVER CITY  
AGREEMENT

WITH: \_\_\_\_\_

FOR: \_\_\_\_\_

SCHEDULE OF COMPENSATION  
(TIME AND MATERIALS BASIS)

1. METHOD OF PAYMENT. Payment for all work performed by Consultant pursuant to the terms of this Agreement, including Consultant's meeting with City staff, shall be made on the basis of the hourly rates set forth below, plus actual out-of-pocket costs incurred in performing the work:

which is attached hereto, and incorporated herein by reference as though fully set forth

PERSONNELRATE PER HOUR

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, Consultant shall submit an invoice to the City at the following address:

City of Culver City  
Attn: \_\_\_\_\_  
9770 Culver Boulevard  
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City may reasonably require.

Contract No. \_\_\_\_\_

3. TIME OF PAYMENT. Payment to Consultant shall be made within thirty (30) days after submittal of Consultant's invoice and approval by City, in accordance with City's normal demand procedure.
4. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed \$\_\_\_\_\_, which amount includes all out-of-pocket expenses.

## EXHIBIT C

CITY OF CULVER CITY  
AGREEMENT

WITH: \_\_\_\_\_

FOR: \_\_\_\_\_

## INSURANCE REQUIREMENTS

**A. Policy Requirements.**

Contractor shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Contractor's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured** in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

2. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.
3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.
4. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Contractor employees working within the City limits.

**B. Waiver by City.**

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Contractor that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

**C. Additional Insurance Requirements.**

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;
2. Contractor shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Contractor.