



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA
Regular Council Meeting

CITY COUNCIL
Monday, October 26, 2020

CITY OF ROLLING HILLS
7:00 PM

This meeting is held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020. All Councilmembers will participate by teleconference.

Public Participation: The meeting agenda is available on the City's website. A live audio of the City Council meeting will be available on the City's website. Both the agenda and the live audio can be found here: <https://www.rolling-hills.org/government/agenda/index.php>

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

Zoom access: <https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09> Or dial (669) 900-9128, meeting ID: 872 2717 5757, passcode: 780609

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

While on this page, locate the meeting date of interest then click on AUDIO. Another window will appear. In the new window, you can select the agenda item of interest and listen to the audio by hitting the play button. Written Action Minutes to the City Council meetings can be found in the AGENDA, typically under Item 4A Minutes. Please contact the City Clerk at 310 377-1521 or email at cityclerk@cityofrh.net for assistance.

Resolution No. 1265

Ordinance No. 365

AMENDED AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**

PLEDGE OF ALLEGIANCE

3. **OPEN AGENDA - PUBLIC COMMENT WELCOME**

This is the appropriate time for members of the public to make comments regarding the items on

*the consent calendar or items **not** listed on this agenda. Pursuant to the Brown Act, no action will take place on any items not on the agenda.*

4. CONSENT CALENDAR

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

4.A. [MINUTES: 1\) REGULAR MEETING OF OCTOBER 12, 2020.](#)

RECOMMENDATION: Approve as presented.
[2020-10-12_CCMinutes_v2.docx](#)

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

RECOMMENDATION: Approve as presented.
[Payments_signed.pdf](#)

4.C. [REPUBLIC SERVICES CYCLING TONNAGE REPORT FOR SEPTEMBER 2020.](#)

RECOMMENDATION: Approve as presented.
[09.20 - Rolling Hills Tonnage.pdf](#)

5. COMMISSION ITEMS

5.A. [ZONING CASE NO. 20-06: SITE PLAN REVIEW MODIFICATION MODIFYING ZONING CASE NO. 20-05 TO ALLOW THE RELOCATION OF A NEW 1,005 SQUARE FOOT POOL/SPA AND 353 SQUARE FOOT POOL DECK, AND MAINTAIN ORIGINAL POOL EQUIPMENT LOCATION LOCATED AT 60 EASTFIELD DRIVE.](#)

RECOMMENDATION: Receive and file.
[C-SITE PLAN_\[B\] 60 Eastfield\(W-oldpool\).pdf](#)
[PC Zoning Case No. 20-06.pdf](#)

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

7.A. [CONSIDER AND APPROVE AN AMENDED AGREEMENT WITH JIMENEZ CONSULTING SOLUTIONS TO CONTINUE TO PROVIDE TECHNOLOGY SUPPORT, INCLUDING ENHANCEMENTS TO THE CITY’S WEBSITE.](#)

RECOMMENDATION: Staff recommends that the City Council approve a second amendment with Jimenez Consulting Solutions to continue to provide technology support, including enhancement to the city's website.
[Amendment_2_to Agreement with Jimenez_2020_10-26-c1_final.docx](#)

7.B. [PALOS VERDES PENINSULA LAND CONSERVANCY 2020 FIRE FUEL ABATEMENT STATUS REPORT. \(ORAL\)](#)

RECOMMENDATION: Receive and file.
[RH Map 1.pdf](#)
[RH Map 2.pdf](#)

8. NEW BUSINESS

- 8.A. CONSIDER THE PROPOSALS FOR A NEW STANDBY GENERATOR TO REPLACE A NON-WORKING STANDBY GENERATOR FOR CITY HALL, CONSIDER OPTIONS FOR EQUIPMENT REPLACEMENT AND PERMITTING, AND PROVIDE DIRECTION TO STAFF.

RECOMMENDATION: Staff recommends that the City Council review the proposals to replace the existing standby generator, consider the options for replacement and permitting and provide instructions to staff.

Duthie_City of Rolling Hills quote for 80KW.pdf

Sun Electric_Generator Quote 75KW.pdf

9. **MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS**

10. **MATTERS FROM STAFF**

- 10.A. UPDATE: LA COUNTY FIRE DEPARTMENT EVACUATION ROUTES (PORTUGUESE BEND ROAD, CREST ROAD, EASTFIELD DRIVE) ASSESSMENT REPORT. (ORAL)

RECOMMENDATION: RECEIVE AND FILE UPDATE.

11. **CLOSED SESSION**

- 11.A. SUPPLEMENTAL CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION GOVERNMENT CODE SECTION 54956.9(d)(2) AND (e)(2) AND (e)(5). THE CITY COUNCIL FINDS BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION.Â LAND USE PROJECT AT 24 CINCHRING ROAD.

RECOMMENDATION: NONE

12. **ADJOURNMENT**

Next regular meeting: Monday, November 9, 2020 at 7:00 p.m.

Z o o m a c c e s s : <https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09> Or dial (669) 900-9128, meeting ID: 872 27175757, Passcode: 780609

Notice:

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

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

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



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A

Mtg. Date: 10/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: MINUTES: 1) REGULAR MEETING OF OCTOBER 12, 2020.

DATE: October 26, 2020

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[2020-10-12_CCMminutes_v2.docx](#)

**MINUTES OF A
REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, OCTOBER 12, 2020**

1. CALL TO ORDER

The City Council of the City of Rolling Hills met in a regular meeting via Zoom Teleconference on the above date at 7:00 p.m. via teleconference.

Mayor Pieper presiding.

2. ROLL CALL

Present: Council Members Mirsch, Black, Wilson, Dieringer, and Mayor Pieper
Absent: None

Staff Present: Elaine Jeng, City Manager
Michael Jenkins, City Attorney
Meredith T. Elguira, Planning & Community Services Director
Delia Aranda, Code Enforcement Officer

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Mr. Alfred Visco suggested forming a Fire Safe Council who could also potentially implement the Wildfire Protection Plan and requested that the Palos Verdes Peninsula Land Conservancy report on the status of their fire fuel abatement activities.

City Manager Elaine Jeng read a letter submitted by a resident Ms. Aryan Papoli regarding a verbal harassment incident against her by another resident that occurred on October 5, 2020. It was confirmed that the incident was reported to the Los Angeles Sheriff's Department and reports were taken from the two involved parties.

4. CONSENT CALENDAR

A. MINUTES: REGULAR MEETING OF SEPTEMBER 28, 2020.
ITEM 4.A. APPROVED BY SEPARATE CONSENT CALENDAR VOTE.

MOTION: Moved by Councilmember Mirsch and seconded by Councilmember Wilson to approve meeting minutes as presented.

AYES: COUNCILMEMBERS: Mirsch, Wilson, Dieringer, and Mayor Pieper
NOES: COUNCILMEMBERS: Black
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

B. PAYMENT OF BILLS.

ITEM 4.B. APPROVED BY CONSENT CALENDAR VOTE.

C. FINANCIAL STATEMENTS FOR THE QUARTER ENDING SEPTEMBER 30, 2020

ITEM 4.C. APPROVED BY CONSENT CALENDAR VOTE.

D. RESOLUTION NO. 1264 AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO COMPLETE AND EXECUTE THE SAFE, CLEAN WATER TRANSFER AGREEMENT AND OTHER DOCUMENTS REQUIRED BY THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

ITEM 4.D. APPROVED BY CONSENT CALENDAR VOTE.

MOTION: Moved by Councilmember Mirsch and seconded by Mayor Pro Tem Dieringer to approve Consent Calendar items 4.B., 4.C., and 4.D.

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

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

A. DISCUSS A RESIDENT'S REQUEST FOR THE CITY OF ROLLING HILLS TO ENFORCE SECTIONS OF THE FIRE CODE RELATING TO ROADSIDE CLEARANCE FOR ALL ROADS WITHIN CITY LIMITS.

Public comment was made by Mr. Visco to discuss concerns regarding compliance with the Fire Department and stated that the City should direct the Fire Department to enforce the provisions of the Fire Code.

Mr. Jenkins clarified that the Fire Department is in charge of fire protection within the City

and that the City Council can suggest that the Fire Department consider certain recommendations from the City Council. Additionally, Mr. Jenkins stated that the Community Association has its own separate regulations from the City.

MOTION: Moved by Councilmember Mirsch and seconded by Mayor Pro Tem Dieringer to receive and file.

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

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. DISCUSS CENTER LINE STRIPING ON LOWER BLACKWATER CANYON ROAD BETWEEN PORTUGUESE BEND ROAD AND WILLIAMSBURG LANE. (BLACK)

City Manager Jeng clarified types and location of pre-existing striping on Lower Blackwater Canyon Road.

Councilmembers discussed cost of additional striping and directed staff to approach the Community Association to add proposed striping to their scope of work.

MOTION: Moved by Councilmember Black to direct City Manager Jeng to ask RHCA to include Lower Blackwater Canyon at amount not to exceed \$3,000, motion amended and seconded by Councilmember Mirsch to increase amount to not exceed \$5,000.

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

Councilmember Black requested an update on no smoking ordinance and no trespassing laws within the City.

Attorney Jenkins stated that he will have ordinances in the upcoming agenda.

10. MATTERS FROM STAFF

A. FIRE FUEL ABATEMENT ENFORCEMENT CASES QUARTERLY REPORT FOR THE THIRD QUARTER OF 2020 (JULY 1 THROUGH SEPTEMBER 30).

Code Enforcement Officer Delia Aranda provided an update on the 3rd Quarter Code Enforcement cases and stated she will be contacting the PVP Land Conservancy for a presentation update on the Fire Fuel Load Reduction program.

Mayor Pieper requested an Executive Summary of Quarterly Reports to be presented for Dead Vegetation that includes charts and columns.

11. CLOSED SESSION

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

Attorney Jenkins reported that the Council recessed into closed session to discuss the City Manager's performance evaluation and that no reportable decisions were made.

12. ADJOURNMENT

Hearing no further business before the City Council, Mayor Pieper adjourned the meeting at 8:52 PM. Next regular meeting: Monday, October 26, 2020 at 7:00 p.m. via City's website's link at: <https://www.rolling-hills.org/government/agenda/index.php>

Zoom access:

<https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmT9>

Or dial (669) 900-9128, meeting ID: 872 2717 5757, passcode: 780609

Respectfully submitted,

Elaine Jeng, P.E.
Acting City Clerk

Approved,

Jeff Pieper
Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.B
Mtg. Date: 10/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT
THRU: ELAINE JENG P.E., CITY MANAGER
SUBJECT: PAYMENT OF BILLS.
DATE: October 26, 2020

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

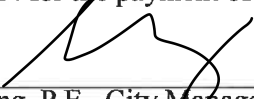
[Payments_signed.pdf](#)

CITY OF ROLLING HILLS

10/26/20 Check Run A,B,C

<u>Check No.</u>	<u>Check Date</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
26663	10/14/2020	First Call Staffing Inc.	WEEK ENDING 10/4/20 - CITY CLERK SERVICES M QUINONEZ	1,200.80
26664	10/14/2020	FORUM INFO-TECH. INC./LEVELLOUD	HARDWARE & INSTALLATION - NETWORK SECURITY/FIREWALL	2,756.98
26665	10/14/2020	The Gas Company	GAS USAGE 9/3/20 TO 10/6/20	21.87
26666	10/14/2020	County of Los Angeles	AUGUST 2020 - COYOTE CONTROL	1,002.69
26667	10/14/2020	Palos Verdes Security Sys, Inc.	ALARM EQUIPMENT INSTALLATION-LABOR	1,250.00
26668	10/14/2020	Rogers, Anderson, Malody & Scott, LLP	AUGUST 2020- MONTHLY ACCOUNTING SERVICES	7,558.00
26669	10/14/2020	Sun Electric	ELECTRICAL WORK -PARKING LOT LIGHTS	315.00
26670	10/26/2020	Best Best & Krieger LLP	SEPTEMBER 2020 GENERAL, CODE ENFORCEMENT, LAND USE, STORM WATER	12,864.30
26671	10/26/2020	CSG CONSULTANTS, INC.	SEPTEMBER 2020 RESEARCH/PREPARE APR SERVICES	1,570.00
26672	10/26/2020	First Call Staffing Inc.	WEEK ENDING 10/11/20 CITY CLERK & GENERAL OFFICE	3,816.00
26673	10/26/2020	Konica Minolta Business Solutions USA Inc.	MONTHLY COPIER SERVICE PER AGREEMENT	250.46
26674	10/26/2020	LA County Sheriff's Department	SEPTEMBER 2020 LMT-TRAFFIC ENFORCEMNT RH	184.50
26675	10/26/2020	Rogers, Anderson, Malody & Scott, LLP	SEPTEMBER 2020 ACCOUNTING SERVICES	7,558.00
26676	10/26/2020	Southern California Edison	ELECTRICITY USAGE 9/17/20 TO 10/19/20	431.34
26677	10/26/2020	USCM	DEFERRED COMPENSATION 10/23/20	50.00
26678	10/26/2020	Vantagepoint Transfer Agents - 306580	DEFERRED COMPENSATION 10/23/20	1,096.23
26679	10/26/2020	Willdan Inc.	SEPTEMBER 2020 PLAN CHECK, INSPECTION SERVICES, TE SERVICES	2,557.50
26680	11/1/2020	Delta Dental	NOVEMBER 2020 DENTAL INSURANCE	681.71
26681	11/1/2020	Standard Insurance Company	NOVEMBER 2020 LIFE INSURANCE	178.27
26682	11/1/2020	Vision Service Plan - (CA)	NOVEMBER 2020 VISION INSURANCE	108.85
26683	10/26/2020	Opus Bank	September Credit Card Purchases	2,668.47
EFT	11/1/2020	Calpers	November 2020 Health Insurance	5,436.27
				<u>53,557.24</u>
				53,557.24

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of \$53,557.24 for the payment of above items.


Elaine Jeng, P.E., City Manager

10/22/2020



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.C

Mtg. Date: 10/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REPUBLIC SERVICES CYCLING TONNAGE REPORT FOR SEPTEMBER 2020.

DATE: October 26, 2020

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[09.20 - Rolling Hills Tonnage.pdf](#)



CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE 2020

Franchise? Y

Mth/Yr	Overall Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan-20	Trash	178.78	38.00	140.78	21.26%
	Greenwaste	102.61	102.61	-	100.00%
	Recycle	0.03	0.01	0.02	20.00%
Jan-20 Total		281.42	140.62	140.80	49.97%
Feb-20	Trash	159.76	8.21	151.55	5.14%
	Greenwaste	95.32	95.32	-	100.00%
	Recycle	2.18	0.44	1.74	20.00%
Feb-20 Total		257.26	103.97	153.29	40.41%
Mar-20	Trash	208.78	-	208.78	0.00%
	Greenwaste	92.55	92.55	-	100.00%
	Recycle	0.01	0.00	0.01	21.00%
Mar-20 Total		301.34	92.55	208.79	30.71%
Apr-20	Trash	203.94	20.06	183.88	9.84%
	Greenwaste	146.90	146.90	-	100.00%
Apr-20 Total		350.84	166.96	183.88	47.59%
May-20	Trash	286.46	20.68	265.78	7.22%
	Greenwaste	129.11	129.11	-	100.00%
May-20 Total		415.57	149.79	265.78	36.04%
Jun-20	Trash	279.97	61.66	218.31	22.02%
	Greenwaste	95.19	95.19	-	100.00%
Jun-20 Total		375.16	156.85	218.31	41.81%
Jul-20	Trash	262.63	18.10	244.53	6.89%
	Greenwaste	86.70	86.70	-	100.00%
Jul-20 Total		349.33	104.80	244.53	30.00%
Aug-20	Trash	238.25	26.63	211.62	11.18%
	Greenwaste	64.07	64.07	-	100.00%
Aug-20 Total		302.32	90.70	211.62	30.00%
Sep-20	Trash	234.41	8.21	226.20	3.50%
	Greenwaste	88.74	88.74	-	100.00%
Sep-20 Total		323.15	96.95	226.20	30.00%
Grand Total		2,956.39	1,103.18	1,853.21	37.32%

Contract Requires 50% Household - 1103.18



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.A

Mtg. Date: 10/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEPHANIE GRANT , ADMINISTRATIVE CLERK

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: ZONING CASE NO. 20-06: SITE PLAN REVIEW MODIFICATION MODIFYING ZONING CASE NO. 20-05 TO ALLOW THE RELOCATION OF A NEW 1,005 SQUARE FOOT POOL/SPA AND 353 SQUARE FOOT POOL DECK, AND MAINTAIN ORIGINAL POOL EQUIPMENT LOCATION LOCATED AT 60 EASTFIELD DRIVE.

DATE: October 26, 2020

BACKGROUND:

On October 20, 2020, the Planning Commission approved Zoning Case No. 20-06 Site Plan Review Modification request modifying their previous approval of Zoning Case 20-05 that allowed construction of a 1,005 square foot pool, 353 square foot pool deck and 107 square foot pool equipment area. On September 22, 2020, the applicant Mr. Andy Arvidson submitted a request to relocate his newly approved pool to the center edge of his primary building pad. Relocating the pool will center the pool relative to his existing house. The proposed new location is approximately 20 feet southeast of the originally approved location under Zoning Case No. 20-05 approved by the Planning Commission on September 15, 2020.

DISCUSSION:

The proposed pool/spa, pool deck and pool equipment was initially approved by the Planning commission on September 15, 2020 under Zoning Case No. 20-05. Zoning Case No. 20-05 is a request for Site Plan Review approval to allow construction of a new 1,005 square foot pool, 353 square foot pool deck and 107 square foot pool equipment area. Site Plan Review approval is required for pools that exceed 800 square feet in size. The Planning Commission concluded that the project proposal met the required findings required by Site Plan Review and approved the applicant's project request. Subsequent to the Planning Commission granting their approval, the applicant submitted a revised application for Site Plan Review Modification requesting to relocate the pool/spa and deck location approximately 20 feet southeast of the originally approved location. The pool/spa and deck size and shape will remain the same. The amount of grading and equipment pool wall height will remain unchanged. No other discretionary approvals were required for the proposed project. The proposed project conforms to the requirements of CEQA. The project is categorically exempt pursuant to Section 15303, Class 3.

The lot is an irregularly shaped parcel zoned RAS-1. The gross lot area is 133,520 square feet, and the net lot area is 126,888 square feet. The applicant is intending to conduct minimal grading for the pool/spa and pool equipment area. Site grading will include 325 cubic yards of excavation, 0 cubic yard fill, 110 cubic yards over excavation, and 110 cubic yards re-compaction bringing the total grading to 545 cubic yards, 325 cubic yards of which will be exported. Excavation from pools and basements are allowed to be exported from the subject site. The total lot disturbance is 61.8% which was approved under previous projects. There will be no additional disturbance as a result of the proposed project. Additional information is available in the attached staff reports from Zoning Case No. 20-05 and Zoning Case No. 20-06.

FISCAL IMPACT:

NONE.

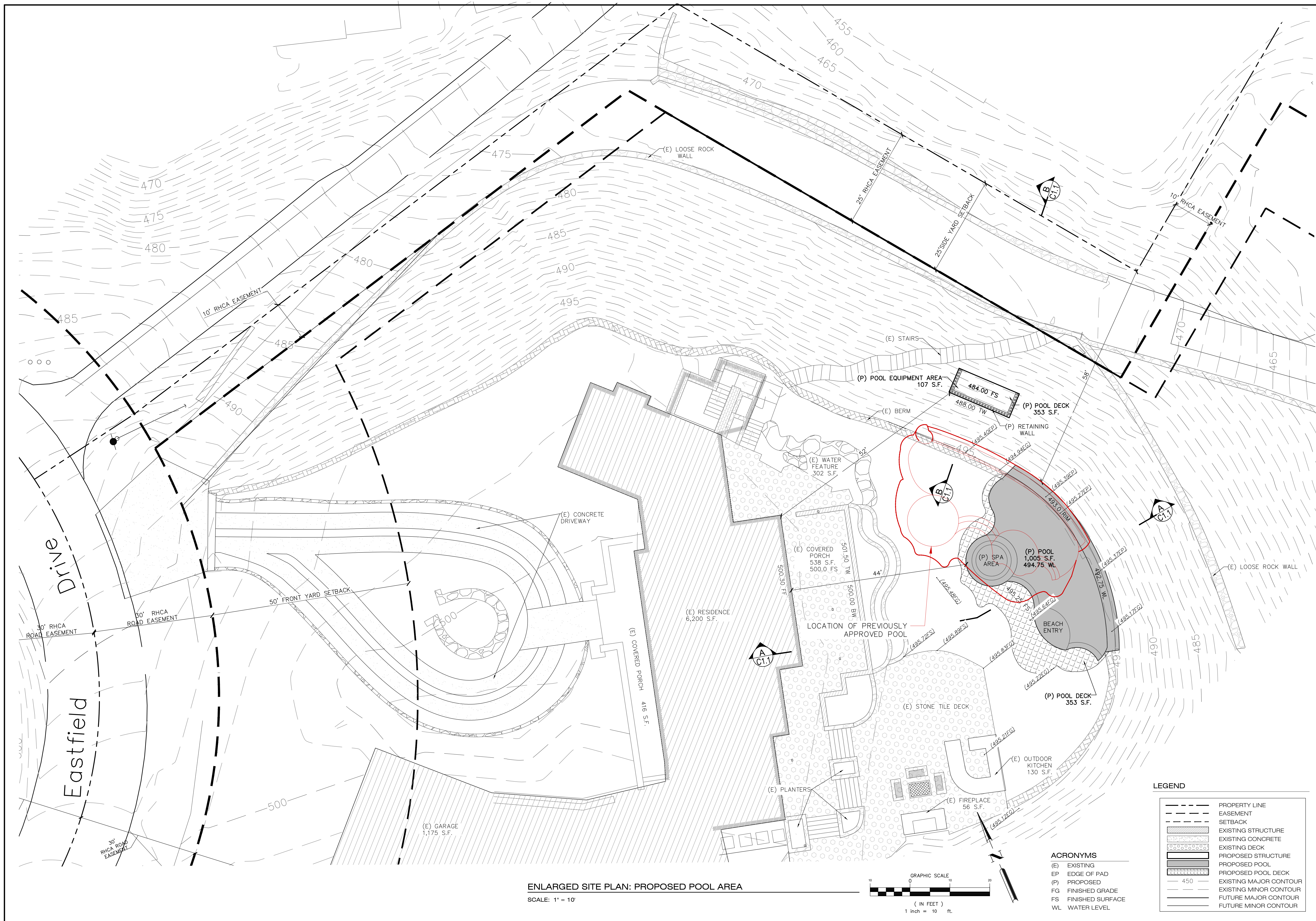
RECOMMENDATION:

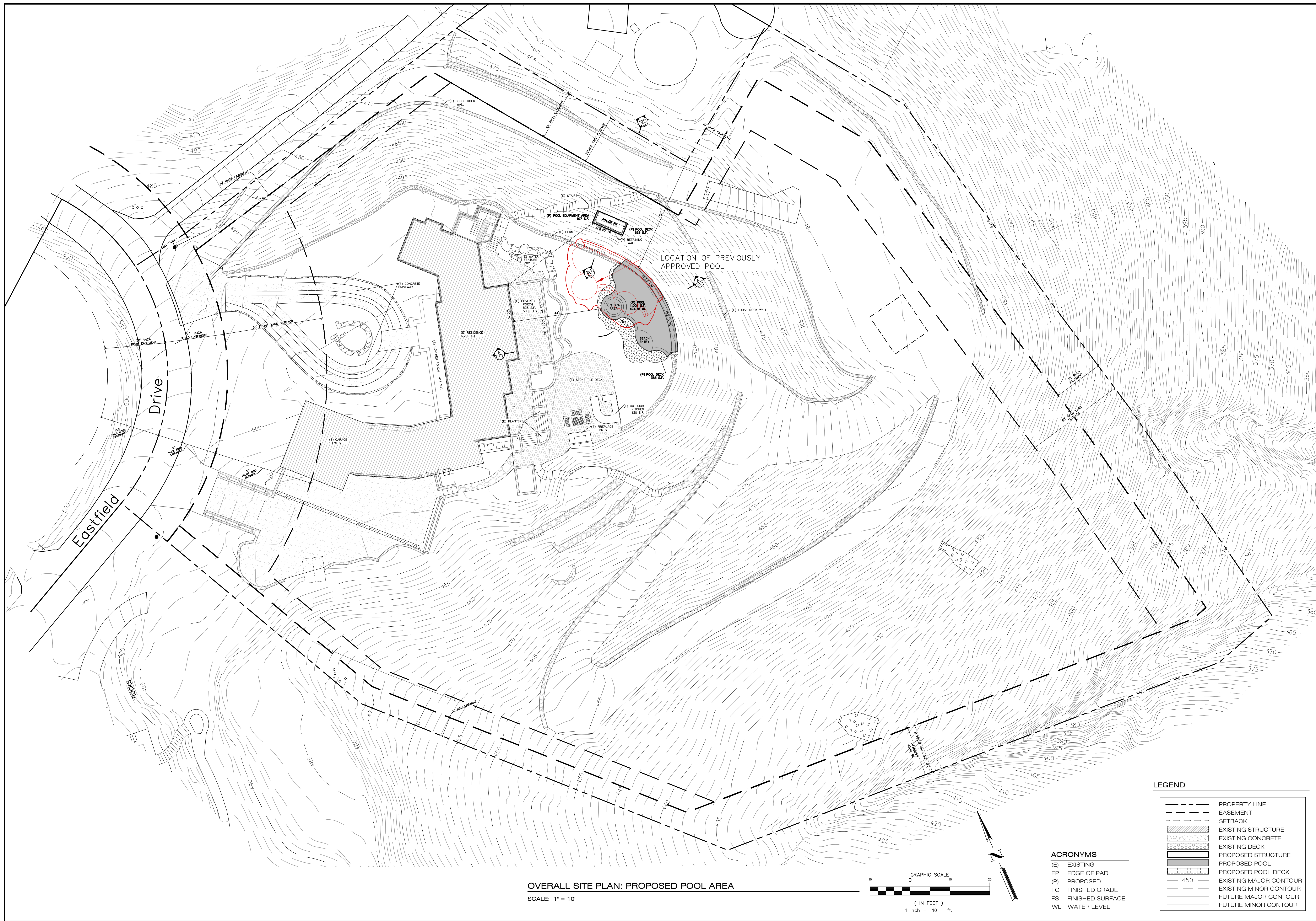
Receive and file Zoning Case No. 20-06 and No. 20-05.

ATTACHMENTS:

[C-SITE PLAN_\[B\] 60 Eastfield\(W-oldpool\).pdf](#)

[PC Zoning Case No. 20-06.pdf](#)







City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 10/20/2020

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: ZONING CASE NO. 20-06: SITE PLAN REVIEW MODIFICATION FOR THE CONSTRUCTION OF A NEW 1,005 SQUARE-FOOT SWIMMING POOL/SPA AND 353 SQUARE-FOOT POOL DECK IN THE CENTER EDGE OF THE BACKYARD LOCATED AT 60 EASTFIELD DRIVE (104-A-EF & 105-EF) ROLLING HILLS, CA (ANDREW ARVIDSON).

DATE: October 20, 2020

BACKGROUND:

The applicant is requesting a Site Plan Review Modification for a previously approved Site Plan Review Zoning Case No. 20-05 and Resolution No. 2020-05 for the construction of a 1,005 square feet swimming pool/spa with an infinity edge, 353 square foot pool deck with a beach entry. The applicant is proposing to relocate the swimming pool/spa and deck to the the center edge of the backyard, approximately 21feet from the original location. The 107 square foot pool equipment area with a maximum 3 foot high wall will remain the original proposed location on the side yard area of the property. Section 17.16.200.G.3 of the Rolling Hills Municipal Code states, that a swimming pool/spa that is eight hundred square feet or greater, requires a Site Plan Review approval.

DISCUSSION:

Zoning, Land Size and Existing Conditions

The lot is an irregularly shaped parcel zoned RAS-1. The gross lot area is 133,520 square feet, and the net lot area is 126,888 square feet, which exceeds the requirements of the RAS-1 that requires a minimum net lot area of 43,560 square feet. There is a Water Company easement located on the northeast section of the subject property. In addition, there is also an existing dirt road adjacent to RHCA easement to the north and adjacent to the Water Company easement to the northeast, and a dirt road leads to the existing stable and corral area. Records show that the existing single family home have had several additions, including a basement. The previous owners requested a Lot Line Adjustment to merge the two legal lots (Lot 105-EF) and an adjacent vacant lot to the north (Lot 104-A-EF) and was approved by the Planning Commission.

Lot Coverage

Structural coverage on the existing lot is 8,473 square feet or 6.68%, which includes all of the structures. The proposed project will add 1,562 square feet, bringing the total structural coverage to 10,035 square feet or 7.91%. The project will add 1,065 square feet to the existing 25,903 square foot building pad. The proposed project will add 1,539 square feet of new structures, bringing the total structures on the pad to 8,137 square feet. This equates to a building pad coverage of 26.76%.

Neighbor Concerns

No public comments have been received on the date of publication of this Agenda item.

Past Approvals for the Property

In 1999 the Planning Commission granted the approval Zoning Case No. 596A and Resolution No. 99-14 for a lot line adjustment to merge two lots into one for the subject property.

On September 21, 1999, the Planning Commission approved Zoning Case No. 596 B and Resolution No. 99-15 granting a Site Plan Review for the construction of a stable with a loft with an adjacent corral and substantial one-story additions to an existing two story single story family residence that required grading.

In February 2001, Planning Commission approved a modification to add more square footage to the roofline of the existing house and basement, walls to reduce grading, and the grading quantities were reduced. In January 2002, a grading permit was issued.

In 1999, the City approved the access to the stable across the Water Company's easement located on the adjacent 58 Eastfield Drive. The applicant was denied permission from the property owners of 58 Eastfield Drive. The City Manager granted an administrative approval of additional grading along the north slope of the property that increased the disturbance to 37.7%, which granted access to the stable from the north side of the property. In September 2001, the applicant submitted a request for another modification to retain as built decorative walls. The walls were approved along the driveway but not the motor court, the applicant decided to apply for a Variance.

On October 16, 2001, the Planning Commission approved Modification No. 2 Zoning Case No. 596, for Resolution No. 99-15 and Resolution No. 2001-05 approving a variance request to construct retaining walls encroaching into the front yard setback located along a driveway.

March 25, 2010, the Traffic Commission approved an application for access to the stable and the combined apron.

On August 17, 2010, the Planning Commission approved a Site Plan Review and Variances to retain "As Graded" and "As Built" developments on a property, and this amended the previously approved applications and conditions. The amended Site Plan Review allowed for an increase of grading, building pad size, construction of larger pool/spa, and the retaining of outdoor as built structures and walls. The Variances were approved to increase the disturbance of the net lot area from 40% to 63.7% and retain as built walls in the setbacks.

On September 15, 2020, the Planning Commission approved a Site Plan Review Zoning Case No. 20-05 and Resolution No. 2020-06 for the construction of a new 1,005 square feet swimming pool/spa with an infinity edge, 353 square foot pool deck with a beach entry, and 107 square foot pool equipment area

with a maximum 3 foot high wall located on the side yard area of the property.

MUNICIPAL CODE COMPLIANCE

Grading, Structural and Total Lot Coverage

The applicant is intending to conduct minimal grading. Overall grading will include 325 cubic yards cut, 0 cubic yards fills, 110 cubic yards over excavation, and 110 cubic yards re-compaction. The total grading for the site is proposed to be 545 cubic yards with 325 cubic yards of dirt to be exported from the site coming solely from the pool excavation. The proposed pool/spa and deck will be constructed on the center edge of the backyard on the building pad where the main residence is located. The proposed trough will be constructed on the top of the slope of the building pad with minimal grading. The proposed pool equipment area will be located on the on the slope side yard.

The lot is developed with a 6,200 square foot residence with a 3,821 square foot basement, 1,175 square foot garage, 954 square foot attached covered porches, 130 square foot outdoor kitchen, 56 square foot fireplace, 127 square foot portable shed, 302 square foot water feature, 144 square foot service yard bringing the total existing structural coverage to 8,473 square feet or 6.68%. The project proposes an additional 1,562 square feet which will bring the total proposed structural and lot coverage to 10,035.

Disturbance

Existing disturbance of the lot is 61.8% has been previously approved. There will be no additional disturbance as a result of the proposed project. Therefore, no variance for disturbance is required.

Walls

There are several existing walls on the subject property. These walls were used to retain the grading on the lot and have previously been approved.

Rolling Hills Community Association Review

Rolling Hills Community Association will review this project at a later date.

Planning Commission Responsibilities

When reviewing a resolution for a development application, the Planning Commission must consider whether the proposed project meets the findings for a Site Plan Review request. Environmental Review The project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA).

CRITERIA FOR SITE PLAN REVIEW

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

B. No project which requires site plan review approval shall be approved by the Commission, or by the City Council on appeal, unless the following findings can be made:

1. The project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance;
2. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. Lot coverage requirements are regarded as maximums, and the actual amount of lot coverage permitted depends upon the existing buildable area of the lot;
3. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences;
4. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls);
5. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area;
6. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course;
7. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas;
8. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles; and
9. The project conforms to the requirements of the California Environmental Quality Act.

If all of the above findings cannot be made with regard to the proposed project, or cannot be made even with changes to the project through project conditions imposed by City staff and/or the Planning Commission, the site plan review application shall be denied.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the Planning Commission approve the request to modify previously approved Site Plan Review and allow relocation of a new 1,005 square-foot swimming pool/spa and 353 square-foot pool deck.

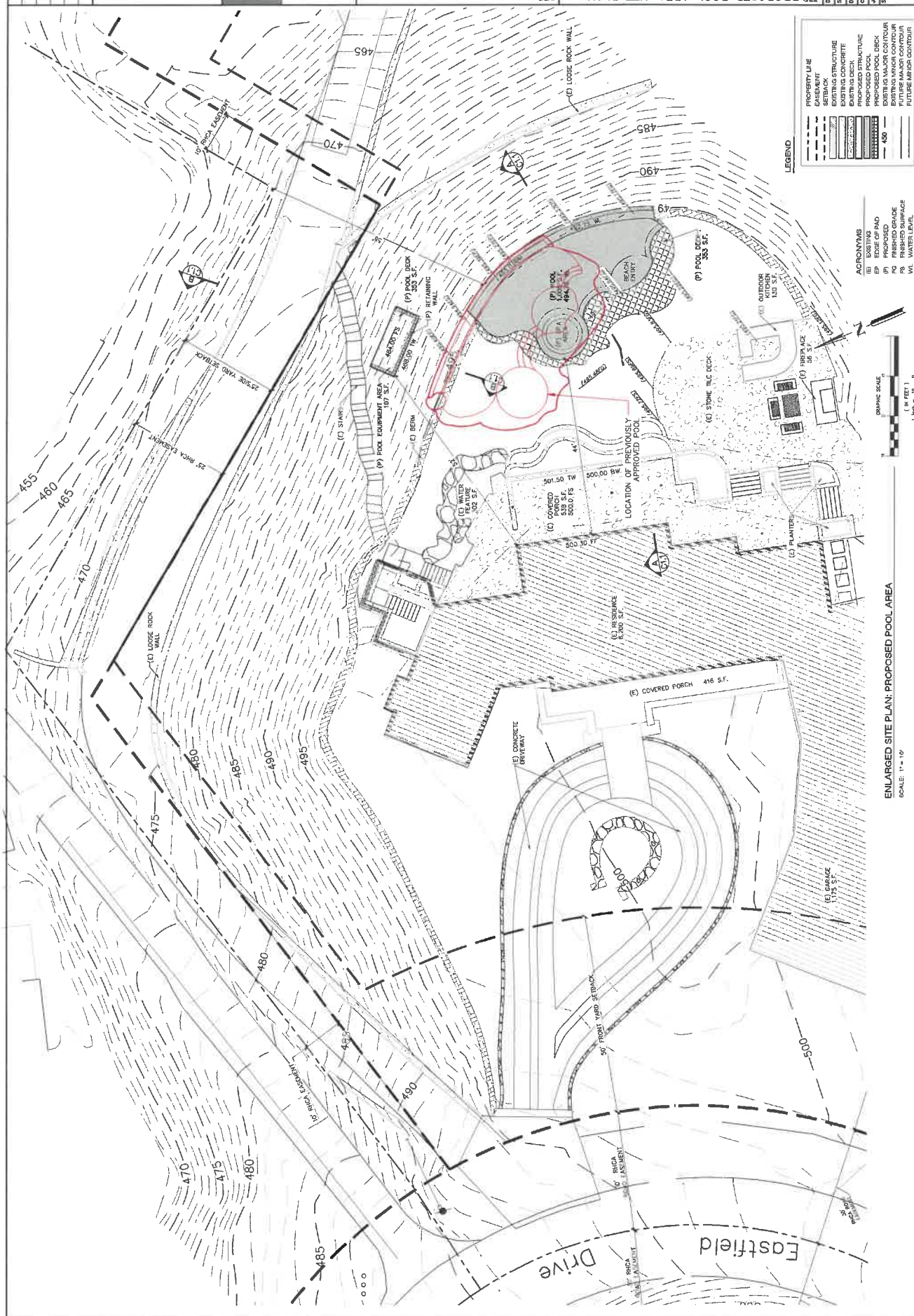
ATTACHMENTS:

[Zoning Case 20-05.pdf](#)

[C-SITE PLAN_60 Eastfield \(Zoning Case No. 20-05\).pdf](#)

[Resolution 2020-06 \(60 Eastfield Drive\) \(ZC 20-06\).doc](#)

[Amended Resolution 2020-06 \(60 Eastfield Drive\) \(ZC 20-06\) \(highlighted\).doc](#)

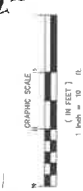




OVERALL SITE PLAN: PROPOSED POOL AREA
SCALE: 1" = 10'

ACRONYMS

- CE: EXISTING
- EP: EDGE OF PAD
- FG: FINISHED GRADE
- FS: FINISHED SURFACE
- WL: WATER LEVEL



LEGEND

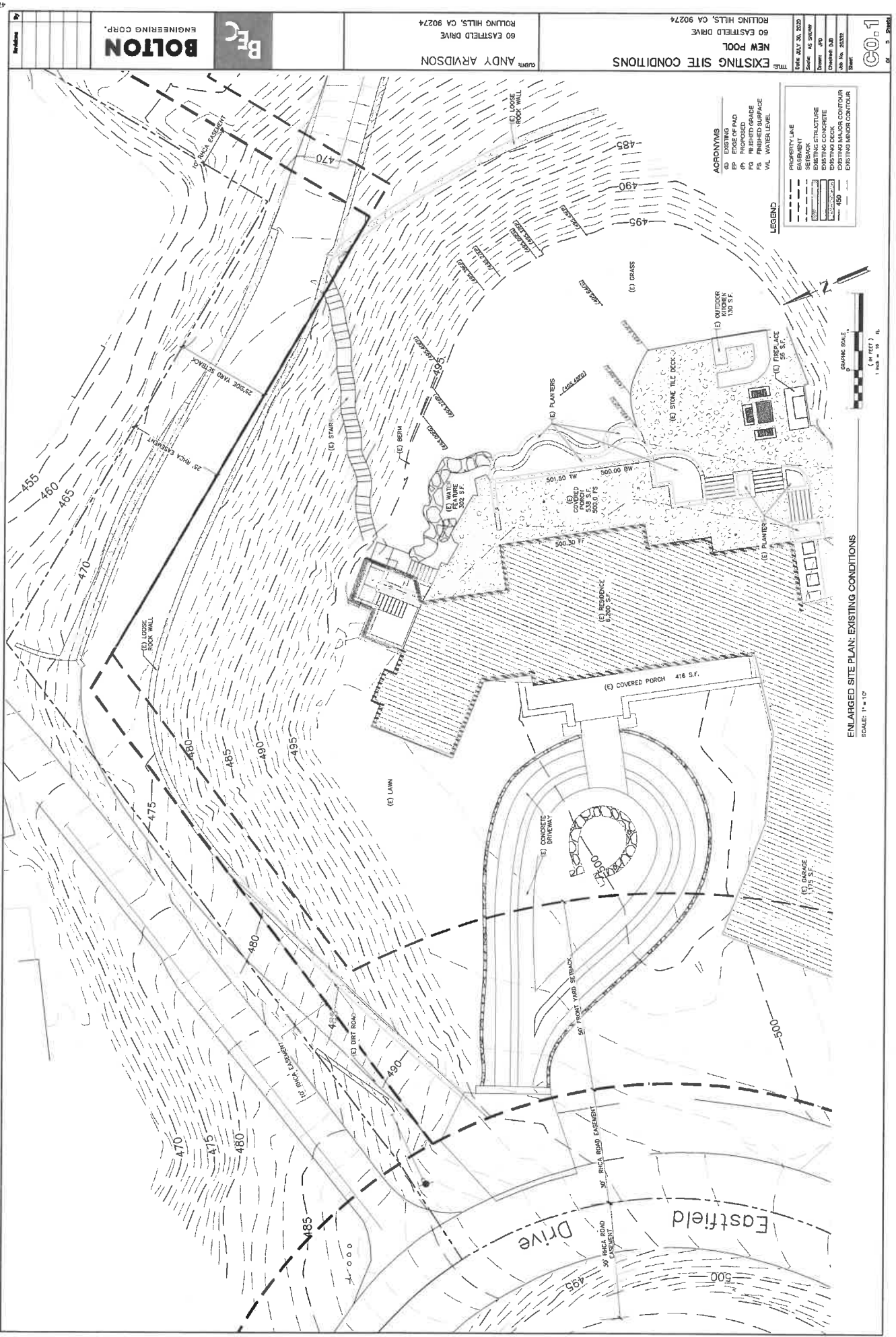
- PROPERTY LINE
- SETBACK
- EXISTING STRUCTURE
- EXISTING CONCRETE
- PROPOSED STRUCTURE
- PROPOSED POOL
- PROPOSED POOL DECK
- PROPOSED POOL DECK
- EXISTING MAJOR CONTOUR
- FUTURE MAJOR CONTOUR
- FUTURE MAJOR CONTOUR

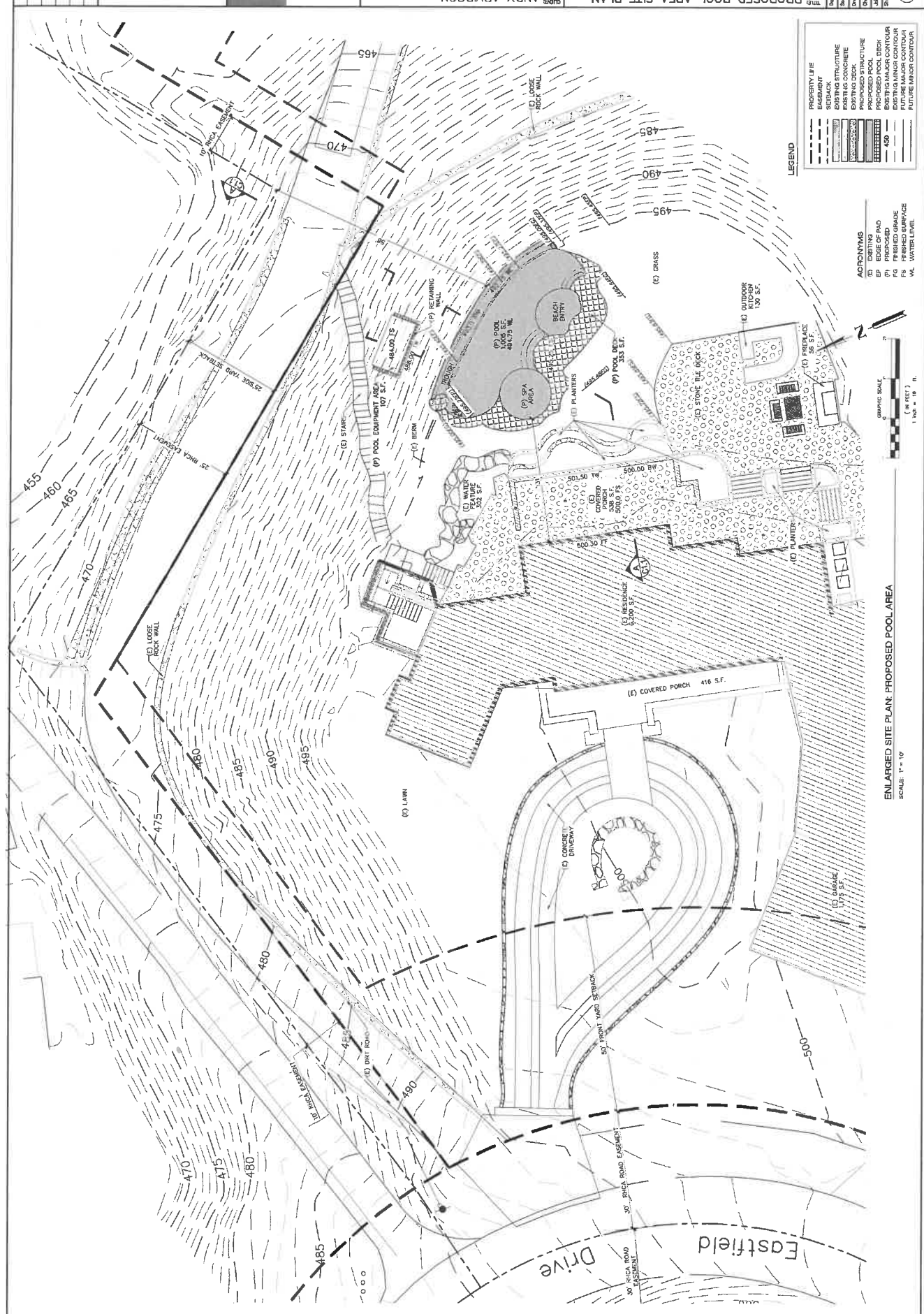
NEW POOL
60 EASTFIELD DRIVE
ROLLING HILLS, CA 90274

ANDY ARWIDSON
60 EASTFIELD DRIVE
ROLLING HILLS, CA 90274

BEC
ENGINEERING CORP.
BOLTON

DATE	07/13/2020
SCALE	AS SHOWN
PROJECT	NEW POOL
CLIENT	60 EASTFIELD DRIVE
JOB NO.	10002
SHEET	1





RESOLUTION NO. 2020-06 (REVISED)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A SITE PLAN REVIEW MODIFICATION FOR THE CONSTRUCTION OF A NEW 1,005 SQUARE-FOOT SWIMMING POOL/SPA AND 353 SQUARE-FOOT POOL DECK IN THE CENTER EDGE OF THE BACKYARD LOCATED AT 60 EASTFIELD DRIVE (104-A-EF & 105-EF) ROLLING HILLS, CA (ANDREW ARVIDSON).

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

Section 1. A request for a Site Plan Review Modification for a previously approved Site Plan Review for the real property located at 60 Eastfield Drive, (104-A-EF & 105-EF), Rolling Hills, CA requesting a Site Plan Review for the construction of a new 1,005 square foot swimming pool/spa with an infinity edge, and 353 square foot pool deck with a beach entry relocated to the center edge of the back yard; and 107 square foot pool equipment area with a maximum 3 foot high wall located in the side rear yard of the property. The project will be located behind the residence.

Section 2. The Planning Commission conducted duly noticed public hearings to consider the application at an onsite meeting on October 20, 2020 at 7:30 AM and at their regular meeting on October 20, 2020 at 6:30 PM. Neighbors within 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on October 9, 2020. The applicants and their agents were notified of the public hearings in writing by first class mail and the applicant and their agents were in attendance at the hearings.

Section 3. The property is zoned RAS-1 with a net lot area of 2.91 acres 126,886 square feet, exceeds the requirements of the RAS-1 that requires a minimum net lot area of 43,560 square feet. The existing property is currently developed with a 6,200 square foot residence with a 3,821 square foot basement, 1,175 square foot garage, 954 square foot attached covered porches, 130 square foot outdoor kitchen, 56 square foot fireplace, 127 square foot portable shed, 302 square foot water feature, 144 square foot service yard. The lot contains two graded building pads that have a steep descending slope, front to rear.

Section 4. The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303, Class 3 exemption Guidelines.

Section 5. Section 17.16.200.G.3 of the Rolling Hills Municipal Code states, a swimming pool/spa that is eight hundred square feet or greater, requires a Site Plan Review approval. The application is for a Site Plan Review Modification the

construction of 1,005 square foot swimming pool/spa with an infinity edge, and 353 square foot pool deck with a beach entry located in the center edge of the back yard; and 107 square foot pool equipment area with a maximum 3 foot high wall. With respect to the aforementioned request for a Discretionary Approval Modification for a Site Plan Review, the Planning Commission finds as follows:

A. The proposed project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance. The proposed pool/spa and deck will be constructed on the existing main building pad in the side yard of the subject property. Although the disturbed area exceeds the maximum permitted amount of 40% at 61.8%, the proposed project will be developed in an area that has already been disturbed. No further encroachment into undisturbed area is proposed. The granting of a Site Plan Review for the new pool/spa is consistent with the purposes and objectives of the General Plan because the proposed project is consistent with similar amenities in the community, meets all the applicable code development standards, with the exception of maximum size, and is located in an area on the property that is adequately sized to accommodate the proposed project.

B. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. The topography and the configuration of the irregular shaped lot have been considered, and it was determined that the proposed project will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures. The proposed pool/spa and deck will be located on the center edge of the back yard property on an existing building pad currently used for backyard activities. The pool equipment will be located on a previously graded slope just below the pool elevation and it will be screened and landscaped. The project will not impact the view or privacy of surrounding neighbors. The project requires minimal grading totaling 545 cubic yards of excavation for the pool.

C. The project is harmonious in scale and mass with the site and preserves the natural terrain. It poses no adverse impacts to the surrounding residences. The proposed project will be orderly, attractive, and will not affect the rural character of the community. The proposed pool/spa and deck are located on the center edge of the back yard center of the property, and the proposed pool equipment area will be located on the side yard on the slope of the property and will not impact views of the surrounding residences, but will enhance the use of the project site.

D. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms will remain undisturbed. The proposed pool will be built on an existing pad. The net lot is over 126,886 square feet and is sufficient to accommodate the proposed use. There will be

no significant changes to the site design, as the residential uses will remain and the pool/spa and deck will be constructed in an already disturbed area. The existing topography or topographic features will not be affected and the trees, vegetation, plants, flowers, and natural landscaping will all remain on the lot as is. There will be no change to the drainage course.

E. Grading will not affect the natural topography of the site. The proposed project will be built on an existing pad and previously graded slope. The project proposes minimal grading totaling 545 cubic yards. Overall grading will include 325 cubic yards cut, 110 cubic yards over excavation, and 110 cubic yards re-compaction. There will be 325 cubic yards of dirt exported from the site coming solely from the pool excavation.

F. Grading will not modify existing drainage channels nor redirect drainage flow. No drainage channels will be affected by the proposed grading. The proposed grading is already located in a disturbed area for the construction of the proposed pool/spa. The proposed pool equipment will require minimal grading into the lower slope previously graded for the house development just beneath the pool.

G. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas in the subject property. The existing landscaping surrounding the pool and equipment area will remain. Removal of vegetation will be limited to the project area only; removal of proposed vegetation consist of grass and rosemary bushes.

H. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles. The proposed pool/spa and deck are located in the center edge of the back yard of the property, and pool equipment are located in the rear side yard. The project is not located near any roads, driveways, garages, or any vehicular areas. There are safe walkways and stairs surrounding the proposed location of the pool/spa and deck. The proposed pool equipment will be integrated into the slope and will be screened. The existing pervious vehicular road accesses are not near the proposed project.

I. "The project conforms to the requirements of the California Environmental Quality Act. The project has been determined not to have a significant effect on the environment and is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303, Class 3, subdivision (e) because it consists of construction and location of a new, small structure. Specifically, the project consists of an accessory structure which is a swimming pool."

Section 6. Based upon the foregoing findings, the Planning Commission hereby approves the Site Plan Review in Zoning Case No. 20-06 for the construction of a new 1,005 square foot swimming pool and spa subject to the following conditions:

A The Site Plan Review Permit approval shall expire within two years from the effective date of approval if construction pursuant to this approval has not commenced within that time period, as required by Section 17.46.080 of the Rolling Hills Municipal Code, or the approval granted is otherwise extended pursuant to the requirements of those sections.

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

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

The lot shall be developed and maintained in substantial conformance with the site plan on file dated August 1, 2020, except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review must conform to the development plan approved with this application.

Resolution No. 2020-06
60 Eastfield Drive

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

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

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

D. The total overall lot coverage of the net lot area shall not exceed 19,764 square feet or 15.58%.

E. The total structural coverage of the net lot shall not exceed 10,035 square feet or 7.91%.

F. The disturbed area of the lot shall not exceed 78,412 square feet or 61.80% (of net lot area).

G. At any time there are horses on the property, Best Management Practices (BMPs) shall be applied for manure control, including but not be limited to removal of the manure on a daily basis or provision of a receptacle with a tight closing lid that is constructed of brick, stone, concrete, metal or wood lined with metal or other sound material and that is safeguarded against access by flies. The contents of said receptacles shall be removed once a week. It is prohibited to dispose of manure or any animal waste into the Municipal Separate Storm Sewer System (MS4) or into natural drainage course.

H. A minimum of five-foot level path and/or walkway, which does not have to be paved, shall be provided around the entire perimeter of the pool and decking.

I. During the construction, the site shall be maintained in a safe manner so as not to threaten the health, safety, or general welfare of the public.

J. Per LA County Building Code, a pool barrier and/or fencing shall be required for the pool.

K. A drainage plan, as required by the Building Department shall be prepared and approved by City Staff prior to issuance of a construction permit. Such plan shall be subject to LA County Code requirements.

L The pool equipment shall utilize the most quiet and technologically advanced equipment to dampen the sound. The pool equipment area shall be screened by landscaping and walls must not exceed 3 feet in height from finished grade.

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

N *During construction*, all parking shall take place on the project site and, if necessary, any overflow parking shall take place within the unimproved roadway easements located on the north side adjacent to project site only, and shall not obstruct neighboring driveways. During construction, to the maximum extent feasible, employees of the contractor shall car-pool into the City.

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

P The property owners shall be required to conform with the Regional Water Quality Control Board and County Public Works Department Best Management Practices (BMP's) requirements related to solid waste, drainage and storm water management and comply with the City's Low Impact development Ordinance (LID), if applicable.

Q A minimum of 65% of the construction material spoils shall be recycled and diverted. The hauler shall provide the appropriate documentation to the City.

R All graded areas shall be landscaped. In addition, the swimming pool, spa and pool equipment area shall be screened from the neighbors and a landscaping plan shall be submitted to the City for review and approval. If landscaping of 500 square foot area or greater is introduced or redeveloped, the landscaping shall be subject to the requirements of the City's Water Efficient Landscape Ordinance. Any plants introduced for this project shall not grow into a hedge but be offset and shall not exceed the ridgeline of the recreation room. The landscaping plan shall utilize to the maximum extent feasible, plants that are native to the area and are consistent with the rural character of the community.

S The project must be reviewed and approved by the Rolling Hills Community Association (RHCA) Architectural Review Committee.

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

U. All requirements of the Building and Construction Code, the Zoning Code, and of the zone in which the subject property is located must be complied with, including the Outdoor Lighting Ordinance.

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

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

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF OCTOBER 2020.

BRAD CHELF, CHAIRMAN

ATTEST:

ELAINE JENG,
ACTING CITY CLERK

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

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

I certify that the foregoing Resolution No. 2020-06 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A SITE PLAN REVIEW MODIFICATION FOR THE CONSTRUCTION OF A NEW 1,005 SQUARE FOOT SWIMMING POOL/SPA AND 353 SQUARE FOOT POOL DECK IN THE CENTER EDGE OF THE BACKYARD LOCATED AT **60 EASTFIELD DRIVE** (104-A-EF & 105-EF) ROLLING HILLS, CA (ANDREW ARVIDSON).

was approved and adopted at a regular meeting of the Planning Commission on October 20, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

City Hall Administrative Office.

ELAINE JENG,
ACTING CITY CLERK

RESOLUTION NO. 2020-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A SITE PLAN REVIEW MODIFICATION FOR THE CONSTRUCTION OF A NEW 1,005 SQUARE-FOOT SWIMMING POOL/SPA AND 353 SQUARE-FOOT POOL DECK IN THE CENTER EDGE OF THE BACKYARD LOCATED AT 60 EASTFIELD DRIVE (104-A-EF & 105-EF) ROLLING HILLS, CA (ANDREW ARVIDSON).

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

Section 1. A request for a Site Plan Review Modification for a previously approved Site Plan Review for the real property located at 60 Eastfield Drive, (104-A-EF & 105-EF), Rolling Hills, CA requesting a Site Plan Review for the construction of a new 1,005 square foot swimming pool/spa with an infinity edge, and 353 square foot pool deck with a beach entry relocated to the center edge of the back yard; and 107 square foot pool equipment area with a maximum 3 foot high wall located in the side rear yard of the property. The project will be located behind the residence.

Section 2. The Planning Commission conducted duly noticed public hearings to consider the application at an onsite meeting on October 20, 2020 at 7:30 AM and at their regular meeting on October 20, 2020 at 6:30 PM. Neighbors within 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on October 9, 2020. The applicants and their agents were notified of the public hearings in writing by first class mail and the applicant and their agents were in attendance at the hearings.

Section 3. The property is zoned RAS-1 with a net lot area of 2.91 acres 126,886 square feet, exceeds the requirements of the RAS-1 that requires a minimum net lot area of 43,560 square feet. The existing property is currently developed with a 6,200 square foot residence with a 3,821 square foot basement, 1,175 square foot garage, 954 square foot attached covered porches, 130 square foot outdoor kitchen, 56 square foot fireplace, 127 square foot portable shed, 302 square foot water feature, 144 square foot service yard. The lot contains two graded building pads that have a steep descending slope, front to rear.

Section 4. The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303, Class 3 exemption Guidelines.

Section 5. Section 17.16.200.G.3 of the Rolling Hills Municipal Code states, a swimming pool/spa that is eight hundred square feet or greater, requires a Site Plan Review approval. The application is for a Site Plan Review Modification the

construction of 1,005 square foot swimming pool/spa with an infinity edge, and 353 square foot pool deck with a beach entry located in the center edge of the back yard; and 107 square foot pool equipment area with a maximum 3 foot high wall. With respect to the aforementioned request for a Discretionary Approval Modification for a Site Plan Review, the Planning Commission finds as follows:

A. The proposed project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance. The proposed pool/spa and deck will be constructed on the existing main building pad in the side yard of the subject property. Although the disturbed area exceeds the maximum permitted amount of 40% at 61.8%, the proposed project will be developed in an area that has already been disturbed. No further encroachment into undisturbed area is proposed. The granting of a Site Plan Review for the new pool/spa is consistent with the purposes and objectives of the General Plan because the proposed project is consistent with similar amenities in the community, meets all the applicable code development standards, with the exception of maximum size, and is located in an area on the property that is adequately sized to accommodate the proposed project.

B. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. The topography and the configuration of the irregular shaped lot have been considered, and it was determined that the proposed project will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures. The proposed pool/spa and deck will be located on the center edge of the back yard property on an existing building pad currently used for backyard activities. The pool equipment will be located on a previously graded slope just below the pool elevation and it will be screened and landscaped. The project will not impact the view or privacy of surrounding neighbors. The project requires minimal grading totaling 545 cubic yards of excavation for the pool.

C. The project is harmonious in scale and mass with the site and preserves the natural terrain. It poses no adverse impacts to the surrounding residences. The proposed project will be orderly, attractive, and will not affect the rural character of the community. The proposed pool/spa and deck are located on the center edge of the back yard center of the property, and the proposed pool equipment area will be located on the side yard on the slope of the property and will not impact views of the surrounding residences, but will enhance the use of the project site.

D. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms will remain undisturbed. The proposed pool will be built on an existing pad. The net lot is over 126,886 square feet and is sufficient to accommodate the proposed use. There will be

no significant changes to the site design, as the residential uses will remain and the pool/spa and deck will be constructed in an already disturbed area. The existing topography or topographic features will not be affected and the trees, vegetation, plants, flowers, and natural landscaping will all remain on the lot as is. There will be no change to the drainage course.

E. Grading will not affect the natural topography of the site. The proposed project will be built on an existing pad and previously graded slope. The project proposes minimal grading totaling 545 cubic yards. Overall grading will include 325 cubic yards cut, 110 cubic yards over excavation, and 110 cubic yards re-compaction. There will be 325 cubic yards of dirt exported from the site coming solely from the pool excavation.

F. Grading will not modify existing drainage channels nor redirect drainage flow. No drainage channels will be affected by the proposed grading. The proposed grading is already located in a disturbed area for the construction of the proposed pool/spa. The proposed pool equipment will require minimal grading into the lower slope previously graded for the house development just beneath the pool.

G. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas in the subject property. The existing landscaping surrounding the pool and equipment area will remain. Removal of vegetation will be limited to the project area only; removal of proposed vegetation consist of grass and rosemary bushes.

H. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles. The proposed pool/spa and deck are located in the center edge of the back yard of the property, and pool equipment are located in the rear side yard. The project is not located near any roads, driveways, garages, or any vehicular areas. There are safe walkways and stairs surrounding the proposed location of the pool/spa and deck. The proposed pool equipment will be integrated into the slope and will be screened. The existing pervious vehicular road accesses are not near the proposed project.

I. "The project conforms to the requirements of the California Environmental Quality Act. The project has been determined not to have a significant effect on the environment and is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303, Class 3, subdivision (e) because it consists of construction and location of a new, small structure. Specifically, the project consists of an accessory structure which is a swimming pool."

Section 6. Based upon the foregoing findings, the Planning Commission hereby approves the Site Plan Review in Zoning Case No. 20-06 for the construction of a new 1,005 square foot swimming pool and spa subject to the following conditions:

A. The Site Plan Review Permit approval shall expire within two years from the effective date of approval if construction pursuant to this approval has not commenced within that time period, as required by Section 17.46.080 of the Rolling Hills Municipal Code, or the approval granted is otherwise extended pursuant to the requirements of those sections.

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

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

The lot shall be developed and maintained in substantial conformance with the site plan on file dated August 1, 2020, except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review must conform to the development plan approved with this application.

Resolution No. 2020-06
60 Eastfield Drive

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

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

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

D. The total overall lot coverage of the net lot area shall not exceed 19,764 square feet or 15.58%.

E. The total structural coverage of the net lot shall not exceed 10,035 square feet or 7.91%.

F. The disturbed area of the lot shall not exceed 78,412 square feet or 61.80% (of net lot area).

G. At any time there are horses on the property, Best Management Practices (BMPs) shall be applied for manure control, including but not be limited to removal of the manure on a daily basis or provision of a receptacle with a tight closing lid that is constructed of brick, stone, concrete, metal or wood lined with metal or other sound material and that is safeguarded against access by flies. The contents of said receptacles shall be removed once a week. It is prohibited to dispose of manure or any animal waste into the Municipal Separate Storm Sewer System (MS4) or into natural drainage course.

H. A minimum of five-foot level path and/or walkway, which does not have to be paved, shall be provided around the entire perimeter of the pool and decking.

I. During the construction, the site shall be maintained in a safe manner so as not to threaten the health, safety, or general welfare of the public.

J. Per LA County Building Code, a pool barrier and/or fencing shall be required for the pool.

K. A drainage plan, as required by the Building Department shall be prepared and approved by City Staff prior to issuance of a construction permit. Such plan shall be subject to LA County Code requirements.

L. The pool equipment shall utilize the most quiet and technologically advanced equipment to dampen the sound. The pool equipment area shall be screened by landscaping and walls must not exceed 3 feet in height from finished grade.

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

N. *During construction*, all parking shall take place on the project site and, if necessary, any overflow parking shall take place within the unimproved roadway easements located on the north side adjacent to project site only, and shall not obstruct neighboring driveways. During construction, to the maximum extent feasible, employees of the contractor shall car-pool into the City.

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

P. The property owners shall be required to conform with the Regional Water Quality Control Board and County Public Works Department Best Management Practices (BMP's) requirements related to solid waste, drainage and storm water management and comply with the City's Low Impact development Ordinance (LID), if applicable.

Q. A minimum of 65% of the construction material spoils shall be recycled and diverted. The hauler shall provide the appropriate documentation to the City.

R. All graded areas shall be landscaped. In addition, the swimming pool, spa and pool equipment area shall be screened from the neighbors and a landscaping plan shall be submitted to the City for review and approval. If landscaping of 500 square foot area or greater is introduced or redeveloped, the landscaping shall be subject to the requirements of the City's Water Efficient Landscape Ordinance. Any plants introduced for this project shall not grow into a hedge but be offset and shall not exceed the ridgeline of the recreation room. The landscaping plan shall utilize to the maximum extent feasible, plants that are native to the area and are consistent with the rural character of the community.

S. The project must be reviewed and approved by the Rolling Hills Community Association (RHCA) Architectural Review Committee.

T. The contractor shall not use tools that could produce a spark, including for clearing and grubbing, during red flag warning conditions. Weather conditions can be found at:

http://www.wrh.noaa.gov/lox/main.php?suite=safety&page=hazard_definitions#FIRE

E. It is the sole responsibility of the property owner and/or his/her contractor to monitor the red flag warning conditions. Should a red flag warning be declared and if work is to be conducted on the property, the contractor shall have readily available fire extinguisher.

U. All requirements of the Building and Construction Code, the Zoning Code, and of the zone in which the subject property is located must be complied with, including the Outdoor Lighting Ordinance.

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

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

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF OCTOBER 2020.

BRAD CHELF, CHAIRMAN

ATTEST:

ELAINE JENG,
ACTING CITY CLERK

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

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

I certify that the foregoing Resolution No. 2020-06 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A SITE PLAN REVIEW MODIFICATION FOR THE CONSTRUCTION OF A NEW 1,005 SQUARE FOOT SWIMMING POOL/SPA AND 353 SQUARE FOOT POOL DECK IN THE CENTER EDGE OF THE BACKYARD LOCATED AT **60 EASTFIELD DRIVE** (104-A-EF & 105-EF) ROLLING HILLS, CA (ANDREW ARVIDSON).

was approved and adopted at a regular meeting of the Planning Commission on October 20, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

City Hall Administrative Office.

ELAINE JENG,
ACTING CITY CLERK



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 09/15/2020

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: MEREDITH ELGUIRA, PLANNING DIRECTOR

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: ZONING CASE NO. 20-05: REQUEST FOR A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW 1,005 SQUARE-FOOT SWIMMING POOL AND SPA, 353 SQUARE-FOOT POOL DECK, AND 107 SQUARE-FOOT POOL EQUIPMENT AREA LOCATED AT 60 EASTFIELD DRIVE, (ARVIDSON).

DATE: September 15, 2020

BACKGROUND:

The applicant is requesting a Site Plan Review for the construction of a new 1,005 square feet swimming pool/spa with an infinity edge, 353 square foot pool deck with a beach entry, and 107 square foot pool equipment area with a maximum 5 foot high wall surrounded by existing grade and landscaping. The project will be located on the side yard area of the property. Section 17.16.200.G.3 of the Rolling Hills Municipal Code states, that a swimming pool/spa that is eight hundred square feet or greater, requires a Site Plan Review approval.

DISCUSSION:

Zoning, Land Size and Existing Conditions

The lot is an irregularly shaped parcel zoned RAS-1. The gross lot area is 133,520 square feet, and the net lot area is 126,888 square feet, which exceeds the requirements of the RAS-1 that requires a minimum net lot area of 43,560 square feet. There is a Water Company easement located on the northeast section of the subject property. In addition, there is also an existing dirt road adjacent to RHCA easement to the north and adjacent to the Water Company easement to the northeast, and a dirt road leads to the existing stable and corral area. Records show that the existing single family home have had several additions, including a basement. The previous owners requested a Lot Line Adjustment to merge the two legal lots (Lot 105-EF) and an adjacent vacant lot to the north (Lot 104-A-EF) and was approved by the Planning Commission.

Lot Coverage

Structural coverage on the existing lot is 8,473 square feet or 6.68%, which includes all of the structures. The proposed project will add 1,562 square feet, bringing the total structural coverage to 10,035 square feet or 7.91%.

The project will add 1,065 square feet to the existing 25,903 square foot building pad. The proposed project will add 1,539 square feet of new structures, bringing the total structures on the pad to 8,137 square feet. This equates to a building pad coverage of 26.76%.

Neighbor Concerns

No public comments have been received on the date of publication of this Agenda item.

Past Approvals for the Property

In 1999 the Planning Commission granted the approval Zoning Case No. 596A and Resolution No. 99-14 for a lot line adjustment to merge two lots into one for the subject property.

On September 21, 1999, the Planning Commission approved Zoning Case No. 596 B and Resolution No. 99-15 granting a Site Plan Review for the construction of a stable with a loft with an adjacent corral and substantial one-story additions to an existing two story single story family residence that required grading.

In February 2001, Planning Commission approved a modification to add more square footage to the roofline of the existing house and basement, walls to reduce grading, and the grading quantities were reduced. In January 2002, a grading permit was issued.

In 1999, the City approved the access to the stable across the Water Company's easement located on the adjacent 58 Eastfield Drive. The applicant was denied permission from the property owners of 58 Eastfield Drive. The City Manager granted an administrative approval of additional grading along the north slope of the property that increased the disturbance to 37.7%, which granted access to the stable from the north side of the property.

In September 2001, the applicant submitted a request for another modification to retain as built decorative walls. The walls were approved along the driveway but not the motor court, the applicant

decided to apply for a Variance.

On October 16, 2001, the Planning Commission approved Modification No. 2 Zoning Case No. 596, for Resolution No. 99-15 and Resolution No. 2001-05 approving a variance request to construct retaining walls encroaching into the front yard setback located along a driveway.

March 25, 2010, the Traffic Commission approved an application for access to the stable and the combined apron.

On August 17, 2010, the Planning Commission approved a Site Plan Review and Variances to retain "As Graded" and "As Built" developments on a property, and this amended the previously approved applications and conditions. The amended Site Plan Review allowed for an increase of grading, building pad size, construction of larger pool/spa, and the retaining of outdoor as built structures and walls. The Variances were approved to increase the disturbance of the net lot area from 40% to 63.7% and retain as built walls in the setbacks.

MUNICIPAL CODE COMPLIANCE

Grading, Structural and Total Lot Coverage

The applicant is intending to conduct minimal grading. Overall grading will include 325 cubic yards cut, 0 cubic yards fills, 110 cubic yards over excavation, and 110 cubic yards re-compaction. The total grading for the site is proposed to be 545 cubic yards with 325 cubic yards of dirt to be exported from the site coming solely from the pool excavation.

The proposed pool/spa and deck will be entirely constructed on the building pad where the main residence is located. The proposed trough will be constructed on the top of the slope of the building pad with minimal grading. The proposed pool equipment area will be located on the slope below the pool/spa and deck.

The lot is developed with a 6,200 square foot residence with a 3,821 square foot basement, 1,175 square foot garage, 954 square foot attached covered porches, 130 square foot outdoor kitchen, 56 square foot fireplace, 127 square foot portable shed, 302 square foot water feature, 144 square foot service yard bringing the total existing structural coverage to 8,473 square feet or 6.68%. The project proposes an additional 1,562 square feet which will bring the total proposed structural and lot coverage to 10,035 square feet or 7.91%.

Disturbance

Existing disturbance of the lot is 61.8% has been previously approved. There will be no additional disturbance as a result of the proposed project. Therefore, no variance for disturbance is required.

Walls

There are several existing walls on the subject property. These walls were used to retain the grading on the lot and have previously been approved

Rolling Hills Community Association Review

Rolling Hills Community Association will review this project at a later date.

Planning Commission Responsibilities

When reviewing a resolution for a development application, the Planning Commission must consider whether the proposed project meets the findings for a Site Plan Review request.

Environmental Review

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

CRITERIA FOR SITE PLAN REVIEW

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

B. No project which requires site plan review approval shall be approved by the Commission, or by the City Council on appeal, unless the following findings can be made:

1. The project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance;
2. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. Lot coverage requirements are regarded as maximums, and the actual amount of lot coverage permitted depends upon the existing buildable area of the lot;
3. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences;
4. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls);

5. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area;
6. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course;
7. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas;
8. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles; and
9. The project conforms to the requirements of the California Environmental Quality Act.

If all of the above findings cannot be made with regard to the proposed project, or cannot be made even with changes to the project through project conditions imposed by City staff and/or the Planning Commission, the site plan review application shall be denied.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended that the Planning Commission consider and approve the Site Plan Review request for the proposed construction of a new 1,005 square-foot swimming pool and spa with an infinity edge, 353 square-foot pool deck, and 107 square-foot pool equipment area.

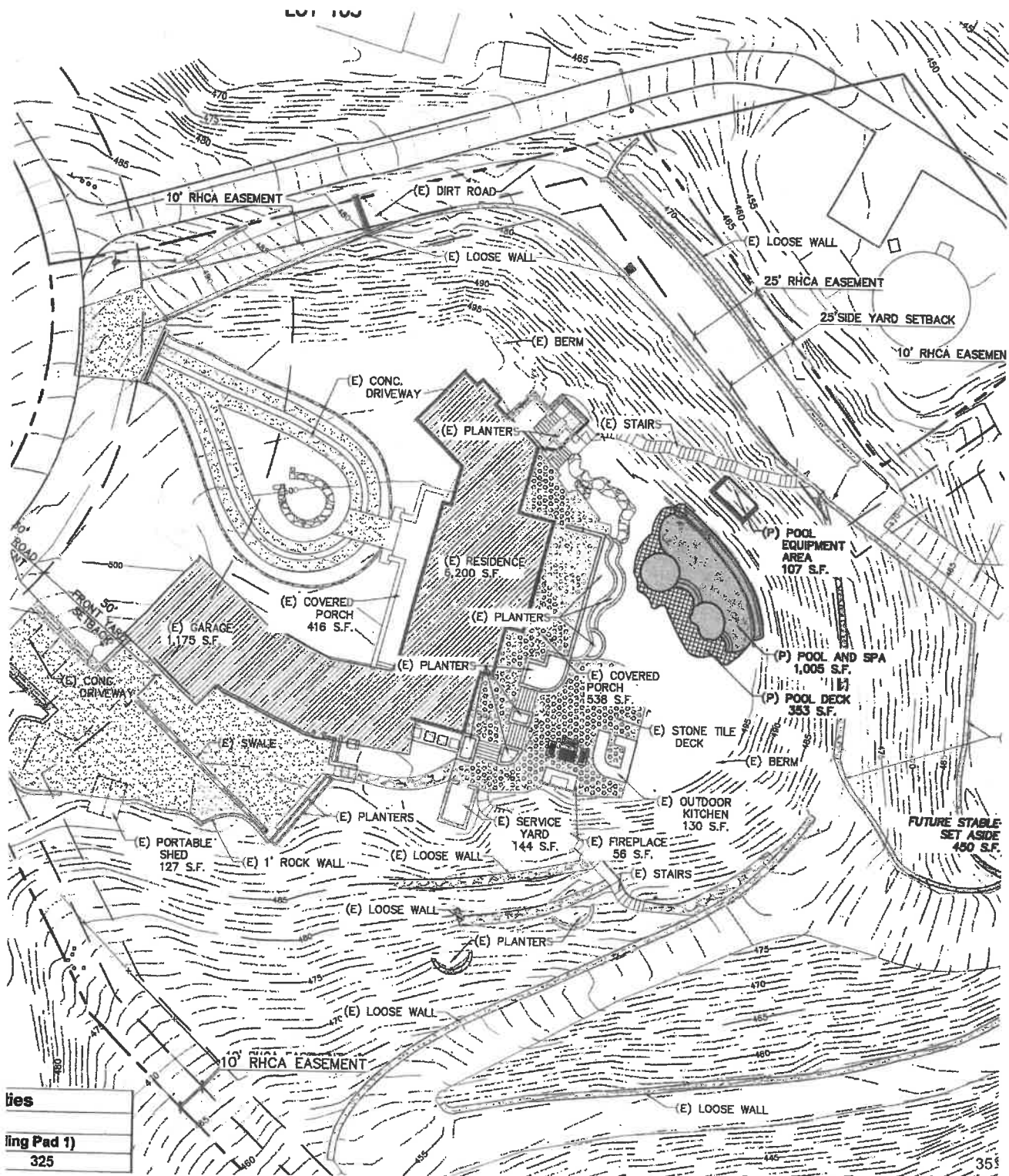
ATTACHMENTS:

[60 Eastfield Plans.pdf](#)

[Resolution_2020-05__60_Eastfield.docx](#)

ARVIDSON RESIDENCE

60 EASTFIELD DRIVE
ROLLING HILLS, CA 90274



lies
ling Pad 1)
325

RESOLUTION NO. 2020-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A SITE PLAN REVIEW MODIFICATION FOR THE CONSTRUCTION OF A NEW 1,005 SQUARE-FOOT SWIMMING POOL/SPA AND 353 SQUARE-FOOT POOL DECK IN THE CENTER EDGE OF THE BACKYARD LOCATED AT 60 EASTFIELD DRIVE (104-A-EF & 105-EF) ROLLING HILLS, CA (ANDREW ARVIDSON).

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

Section 1. A request for a Site Plan Review Modification for a previously approved Site Plan Review for the real property located at 60 Eastfield Drive, (104-A-EF & 105-EF), Rolling Hills, CA requesting a Site Plan Review for the construction of a new 1,005 square foot swimming pool/spa with an infinity edge, and 353 square foot pool deck with a beach entry relocated to the center edge of the back yard; and 107 square foot pool equipment area with a maximum 3 foot high wall located in the side rear yard of the property. The project will be located behind the residence.

Section 2. The Planning Commission conducted duly noticed public hearings to consider the application at an onsite meeting on October 20, 2020 at 7:30 AM and at their regular meeting on October 20, 2020 at 6:30 PM. Neighbors within 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on October 9, 2020. The applicants and their agents were notified of the public hearings in writing by first class mail and the applicant and their agents were in attendance at the hearings.

Section 3. The property is zoned RAS-1 with a net lot area of 2.91 acres 126,886 square feet, exceeds the requirements of the RAS-1 that requires a minimum net lot area of 43,560 square feet. The existing property is currently developed with a 6,200 square foot residence with a 3,821 square foot basement, 1,175 square foot garage, 954 square foot attached covered porches, 130 square foot outdoor kitchen, 56 square foot fireplace, 127 square foot portable shed, 302 square foot water feature, 144 square foot service yard. The lot contains two graded building pads that have a steep descending slope, front to rear.

Section 4. The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303, Class 3 exemption Guidelines.

Section 5. Section 17.16.200.G.3 of the Rolling Hills Municipal Code states, a swimming pool/spa that is eight hundred square feet or greater, requires a Site Plan

Review approval. The application is for a Site Plan Review Modification the construction of 1,005 square foot swimming pool/spa with an infinity edge, and 353 square foot pool deck with a beach entry located in the center edge of the back yard; and 107 square foot pool equipment area with a maximum 3 foot high wall. With respect to the aforementioned request for a Discretionary Approval Modification for a Site Plan Review, the Planning Commission finds as follows:

A. The proposed project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance. The proposed pool/spa and deck will be constructed on the existing main building pad in the side yard of the subject property. Although the disturbed area exceeds the maximum permitted amount of 40% at 61.8%, the proposed project will be developed in an area that has already been disturbed. No further encroachment into undisturbed area is proposed. The granting of a Site Plan Review for the new pool/spa is consistent with the purposes and objectives of the General Plan because the proposed project is consistent with similar amenities in the community, meets all the applicable code development standards, with the exception of maximum size, and is located in an area on the property that is adequately sized to accommodate the proposed project.

B. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. The topography and the configuration of the irregular shaped lot have been considered, and it was determined that the proposed project will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures. The proposed pool/spa and deck will be located on the center edge of the back yard property on an existing building pad currently used for backyard activities. The pool equipment will be located on a previously graded slope just below the pool elevation and it will be screened and landscaped. The project will not impact the view or privacy of surrounding neighbors. The project requires minimal grading totaling 545 cubic yards of excavation for the pool.

C. The project is harmonious in scale and mass with the site and preserves the natural terrain. It poses no adverse impacts to the surrounding residences. The proposed project will be orderly, attractive, and will not affect the rural character of the community. The proposed pool/spa and deck are located on the center edge of the back yard center of the property, and the proposed pool equipment area will be located on the side yard on the slope of the property and will not impact views of the surrounding residences, but will enhance the use of the project site.

D. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms

will remain undisturbed. The proposed pool will be built on an existing pad. The net lot is over 126,886 square feet and is sufficient to accommodate the proposed use. There will be no significant changes to the site design, as the residential uses will remain and the pool/spa and deck will be constructed in an already disturbed area. The existing topography or topographic features will not be affected and the trees, vegetation, plants, flowers, and natural landscaping will all remain on the lot as is. There will be no change to the drainage course.

E. Grading will not affect the natural topography of the site. The proposed project will be built on an existing pad and previously graded slope. The project proposes minimal grading totaling 545 cubic yards. Overall grading will include 325 cubic yards cut, 110 cubic yards over excavation, and 110 cubic yards re-compaction. There will be 325 cubic yards of dirt exported from the site coming solely from the pool excavation.

F. Grading will not modify existing drainage channels nor redirect drainage flow. No drainage channels will be affected by the proposed grading. The proposed grading is already located in a disturbed area for the construction of the proposed pool/spa. The proposed pool equipment will require minimal grading into the lower slope previously graded for the house development just beneath the pool.

G. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas in the subject property. The existing landscaping surrounding the pool and equipment area will remain. Removal of vegetation will be limited to the project area only; removal of proposed vegetation consist of grass and rosemary bushes.

H. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles. The proposed pool/spa and deck are located in the center edge of the back yard of the property, and pool equipment are located in the rear side yard. The project is not located near any roads, driveways, garages, or any vehicular areas. There are safe walkways and stairs surrounding the proposed location of the pool/spa and deck. The proposed pool equipment will be integrated into the slope and will be screened. The existing pervious vehicular road accesses are not near the proposed project.

I. "The project conforms to the requirements of the California Environmental Quality Act. The project has been determined not to have a

significant effect on the environment and is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303, Class 3, subdivision (e) because it consists of construction and location of a new, small structure. Specifically, the project consists of an accessory structure which is a swimming pool."

Section 6. Based upon the foregoing findings, the Planning Commission hereby approves the Site Plan Review in Zoning Case No. 20-06 for the construction of a new 1,005 square foot swimming pool and spa subject to the following conditions:

A. The Site Plan Review Permit approval shall expire within two years from the effective date of approval if construction pursuant to this approval has not commenced within that time period, as required by Section 17.46.080 of the Rolling Hills Municipal Code, or the approval granted is otherwise extended pursuant to the requirements of those sections.

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

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

The lot shall be developed and maintained in substantial conformance with the site plan on file dated August 1, 2020, except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review must conform to the development plan approved with this application. A copy of the conditions of this Resolution shall be printed on plans approved when a building permit is issued and a copy of such approved plans, including conditions of approval, shall be available on the building site at all times.

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

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

D. The total overall lot coverage of the net lot area shall not exceed 19,764 square feet or 15.58%.

E. The total structural coverage of the net lot shall not exceed 10,035 square feet or 7.91%.

F. The disturbed area of the lot shall not exceed 78,412 square feet or 61.80% (of net lot area).

G. At any time there are horses on the property, Best Management Practices (BMPs) shall be applied for manure control, including but not be limited to removal of the manure on a daily basis or provision of a receptacle with a tight closing lid that is constructed of brick, stone, concrete, metal or wood lined with metal or other sound material and that is safeguarded against access by flies. The contents of said receptacles shall be removed once a week. It is prohibited to dispose of manure or any animal waste into the Municipal Separate Storm Sewer System (MS4) or into natural drainage course.

H. A minimum of five-foot level path and/or walkway, which does not have to be paved, shall be provided around the entire perimeter of the pool and decking.

I. During the construction, the site shall be maintained in a safe manner so as not to threaten the health, safety, or general welfare of the public.

J. Per LA County Building Code, a pool barrier and/or fencing shall be required for the pool.

K. A drainage plan, as required by the Building Department shall be prepared and approved by City Staff prior to issuance of a construction permit. Such plan shall be subject to LA County Code requirements.

L. The pool equipment shall utilize the most quiet and technologically advanced equipment to dampen the sound. The pool equipment area shall be screened by landscaping and walls must not exceed 3 feet in height from finished grade.

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

N. *During construction*, all parking shall take place on the project site and, if necessary, any overflow parking shall take place within the unimproved roadway easements located on the north side adjacent to project site only, and shall not obstruct neighboring driveways. During construction, to the maximum extent feasible, employees of the contractor shall car-pool into the City.

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

P. The property owners shall be required to conform with the Regional Water Quality Control Board and County Public Works Department Best Management Practices (BMP's) requirements related to solid waste, drainage and storm water management and comply with the City's Low Impact development Ordinance (LID), if applicable.

Q. A minimum of 65% of the construction material spoils shall be recycled and diverted. The hauler shall provide the appropriate documentation to the City.

R. All graded areas shall be landscaped. In addition, the swimming pool, spa and pool equipment area shall be screened from the neighbors and a landscaping plan shall be submitted to the City for review and approval. If landscaping of 500 square foot area or greater is introduced or redeveloped, the landscaping shall be subject to the requirements of the City's Water Efficient Landscape Ordinance. Any plants introduced for this project shall not grow into a hedge but be offset and shall not exceed the ridgeline of the recreation room. The landscaping plan shall utilize to the maximum extent feasible, plants that are native to the area and are consistent with the rural character of the community.

S. The project must be reviewed and approved by the Rolling Hills Community Association (RHCA) Architectural Review Committee.

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

U. All requirements of the Building and Construction Code, the Zoning Code, and of the zone in which the subject property is located must be complied with, including the Outdoor Lighting Ordinance.

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

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

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF OCTOBER 2020.

BRAD CHELF, CHAIRMAN

ATTEST:

ELAINE JENG,
ACTING CITY CLERK

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

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

I certify that the foregoing Resolution No. 2020-06 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A SITE PLAN REVIEW MODIFICATION FOR THE CONSTRUCTION OF A NEW 1,005 SQUARE FOOT SWIMMING POOL/SPA AND 353 SQUARE FOOT POOL DECK IN THE CENTER EDGE OF THE BACKYARD LOCATED AT **60 EASTFIELD DRIVE** (104-A-EF & 105-EF) ROLLING HILLS, CA (ANDREW ARVIDSON).

was approved and adopted at a regular meeting of the Planning Commission on October 20, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

City Hall Administrative Office.

ELAINE JENG,
ACTING CITY CLERK



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.A

Mtg. Date: 10/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE AN AMENDED AGREEMENT WITH JIMENEZ CONSULTING SOLUTIONS TO CONTINUE TO PROVIDE TECHNOLOGY SUPPORT, INCLUDING ENHANCEMENTS TO THE CITY'S WEBSITE.

DATE: October 26, 2020

BACKGROUND:

On July 27, 2020, the City Council approved an amended agreement with Jimenez Consulting Solutions to provide retainer services to support staff with technology enhancements including enhancements to the city's website. Staff requested Jimenez Consulting Solutions to provide services for the period between August 2020 and December 2020. The City Council reduced the service period to August and September 2020 and reduced the retainer amount from \$7,000 to \$5,000 per month. The City Council directed staff to provide a report on the services provided in August and September 2020 before deciding to move forward with services for October through December 2020.

DISCUSSION:

In the months of August and September 2020, Jimenez Consulting Solutions assisted staff with the following:

- Bridging the vendors File Keeper, Forum Info Tech and Laserfiche to make city records relating to development projects, recently digitized, available to the community.
- Solicit Voice Over IP (VOIP) phone vendors, review proposals and assist the city with selection.
- Website enhancement to support the Block Captain Program (addition of audio/video recordings of Block Captain and Zone meetings on the city's website, trading post allowing the community to conduct trades and sales of equipment and material, on-line forms to collect information for notification and general aesthetics enhancement).
- Provide consultation with purchase of IT related equipment (sonicwall).
- Provide the ability for the community via the City's website to use the City's subscription to LA County GIS.
- Research/define the best method to allow Block Captains to update contact information using the City's website.

The above listed activities cost \$10,000 in service fees for the month of August and September 2020. Staff is relying on Jimenez Consulting Solutions to provide bridging activities to leverage purchased technology or subscribed technology to support and automate routine tasks for City Hall. Staff anticipates to complete the technology enhancement work at the end of the calendar year.

FISCAL IMPACT:

If the City Council approves the second amendment with Jimenez Consulting Solutions, the retainer services for October, November and December 2020 will not exceed \$15,000. There is sufficient funding in the Administration department under consulting services to fund the work by Jimenez Consulting Solutions.

RECOMMENDATION:

Staff recommends that the City Council approve a second amendment with Jimenez & Consulting to continue to provide technology support, including enhancement to the City's website.

ATTACHMENTS:

[Amendment_2_to Agreement with Jimenez_2020_10-26-c1_final.docx](#)

CITY OF ROLLING HILLS

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR WEBSITE DESIGN SERVICES

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR WEBSITE DESIGN SERVICES ("Second Amendment") is made and entered into on October 26, 2020 by and between the **CITY OF ROLLING HILLS**, a municipal corporation ("City"), and **JIMENEZ CONSULTING SOLUTIONS, L.L.C.**, a limited liability company (the "Consultant").

R E C I T A L S

A. On June 8, 2020, the City entered into a Professional Services Agreement for Website Design with Consultant for website design services to create a site related to the Block Captain program (the "Site") that links to the City's official website (the "Agreement");

B. On July 27, 2020, the City and Consultant amended the Agreement ("First Amendment") to expand the scope of work, extend the term, and increase the cost so that Consultant could provide website design services on a retainer basis in August and September 2020;

C. City and Consultant now desire to amend the Agreement a second time to expand the scope of work and increase the cost so that Consultant may provide website design services in October, November, and December 2020 ("Second Amendment");

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

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

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

1. City and Consultant agree to replace Exhibit A that was attached to the First Amendment with Exhibit A that is attached to this Second Amendment and incorporated herein by reference.

2. Paragraph 2 (COST) of the Agreement is amended to read as follows:

2. Cost. City agrees to pay Consultant for the services required by this Agreement as set forth in Exhibit A, representing the total cost for all labor, equipment, supplies, expenses, and materials incurred by Consultant. Consultant shall submit invoices in duplicate and addressed to the City Manager, 2 Portuguese Bend Road, Rolling Hills, California 90274 twice a month (at mid-month and month-end) upon completion of the services identified in Exhibit A. City will make payment for all work performed to City's reasonable satisfaction within 30 days of receipt of an invoice. The Agreement shall not exceed a total amount of \$29,950.

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date and year first above written.

CITY OF ROLLING HILLS

CONSULTANT

ELAINE JENG
CITY MANAGER

SUSAN R. JIMENEZ
PRESIDENT & CEO

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK

I. BLOCK CAPTAIN SITE

A. Consultant shall furnish all materials and perform all work required for performance of the following Services including, but not limited to, the following:

1. Review City-provided existing documents related to the Block Captain program and the City's website, including but not limited to design documents, training materials, and other system documentation the City received from its website developer.
2. Discuss by telephone requirements, priorities, and options for functionality of the new Site with City staff, Arlene Honbo (Block Captain Lead), and other individuals identified by the City as appropriate.
3. Participate in up to two City-facilitated Zoom conference meetings with City staff, a City-selected subset of Block Captains (between 5 to 10 Block Captains), and other individuals identified by the City as appropriate to understand input, priorities, and options for design of the Site.
4. Prepare and deliver initial "straw man" design concept for the Site, and review such design with City staff, Arlene Honbo (Block Captain Lead), and other individuals identified by City as appropriate by phone.
5. Revise the design concept up to 5 iterations based on feedback received and approved by the City.
6. Deliver a final design concept.

B. The Services identified in Section A, of Title I, above, shall be completed by June 30, 2020.

C. The Services identified in Section A, of Title I, above, cost \$4,950.00.

D. City shall coordinate a telephone or zoom conference between Consultant and its website developer to provide Consultant with the opportunity to ask questions about the functionality of the website for purposes of creating the Site design.

E. Consultant will provide all services using remote technology.

II. GENERAL ROLLING HILLS WEBSITE

A. Consultant shall furnish all materials and perform all work required for performance of the following Services including, but not limited to, the following:

1. General IT consulting support for the entire City of Rolling Hills website (<https://www.rolling-hills.org/>)
2. Develop understanding of the features and capabilities of the full Revize solution.
3. Work with City staff to define other IT-related requirements, issues, ideas, and problems that need to be addressed to effectively conduct City business.
4. Improve and enhance effectiveness of current technology solution where the City is not currently leveraging any technology tools by implementing new solutions or where the City is using multiple technology solutions by implementing one new solution.
5. Help members of City staff become more familiar and comfortable with the various technology solutions being deployed at the City.
6. Support the City in its relationships and interactions with technology vendors in order to optimize the services that those vendors provide.
7. Assist City with prioritizing IT needs, estimate costs of new initiatives, develop plans for future projects, and execute those plans.
8. Meet with City staff regularly to review and discuss priorities, areas of focus, and progress.
9. Modify work as appropriate to support the changing needs of the City in response to City Manager direction.

B. The Services identified in Section A, of Title II, above, cost \$5,000 per month. Consultant shall perform such Services in August 2020, September 2020, October 2020, November 2020, and December 2020.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.B

Mtg. Date: 10/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DELIA ARANDA,

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PALOS VERDES PENINSULA LAND CONSERVANCY 2020 FIRE FUEL ABATEMENT STATUS REPORT. (ORAL)

DATE: October 26, 2020

BACKGROUND:

Annual status update from PVP Land Conservancy.

DISCUSSION:

Presentation by Palos Verdes Peninsula Land Conservancy on 2020 fire fuel abatement activities.

FISCAL IMPACT:

None.

RECOMMENDATION:

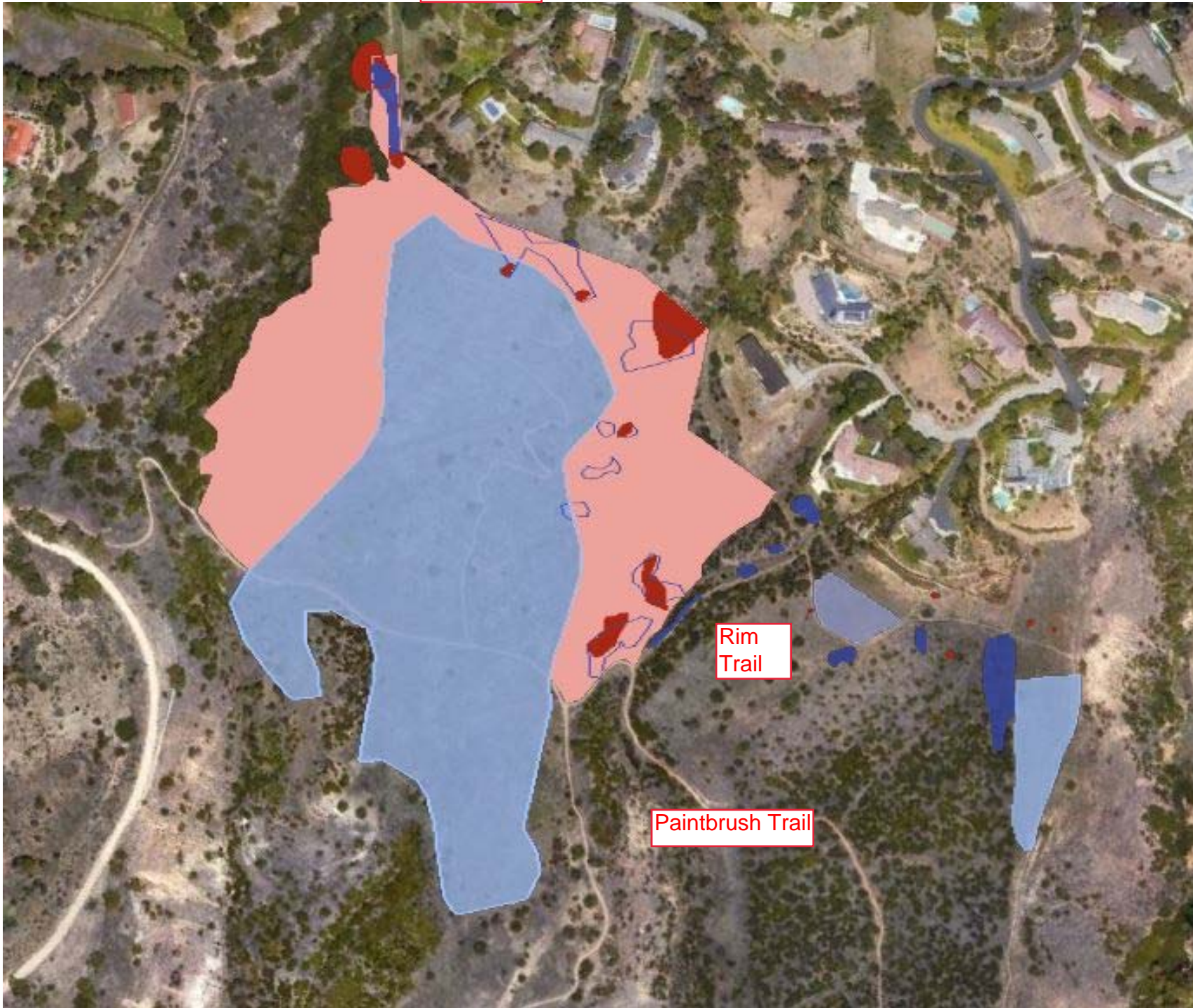
Receive and file Palos Verdes Peninsula Land Conservancy 2020 Fire Fuel Abatement Status Report.

ATTACHMENTS:

[RH Map 1.pdf](#)

[RH Map 2.pdf](#)

FS56



Blue = Phase I
Pink = Phase II



Blue = Phase I
Pink = Phase II



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A

Mtg. Date: 10/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER THE PROPOSALS FOR A NEW STANDBY GENERATOR TO REPLACE A NON-WORKING STANDBY GENERATOR FOR CITY HALL, CONSIDER OPTIONS FOR EQUIPMENT REPLACEMENT AND PERMITTING, AND PROVIDE DIRECTION TO STAFF.

DATE: October 26, 2020

BACKGROUND:

The standby generator serving City Hall is not operable. Below is a list of repair activities since February 2019.

- February through April, 2019. Affordable Generator Services (AGS) performed an annual maintenance on the standby generator. AGS replaced fuel line, primed fuel circuit, started engine to find the area that was welded as a temporarily repair, still leaks when unit is running. AGS removed the fuel line to attempt a different welding process to try and repair the obsolete fuel line. Councilmember Pat Wilson provided pro bono mechanic services to repair the broken fuel line by fabricating a new line, welding the line to the unit and cleaned up coolant and liquid under generator.
- April 2019. AGS continued maintenance activities after the repair of the fuel line and conducted a load bank test. AGS found large amounts of coolant under engine, unplugged block heater and provided spare parts for the enclosure.
- June 2019. City staff does not have the expertise to validate the remarks and recommendations by AGS so staff requested another service provider Duthie Power to perform an assessment of the unit. Duthie Power recommended that the unit should not be repaired because with age, the unit will need more repairs and more replacement parts to marginally prolong the useful life of the unit. Duthie Power provided a quote for a new generator.
- September 2019 To understand the operability of the components relating to unit, Duthie Power was asked to conducted a test on the automatic transfer switch (ATS). After the test, Duthie Power reported that the injection pump is failing and needs to be pulled out to be rebuilt/repared. Duthie Power forwarded an estimate with the recommended repair.
- November 2019 Duthie Power added 15 gallons of AQMD approved low sulfur red dyed diesel fuel to generator belly tank , bringing level to 95% full. Duthie Power also disabled battery

charger, removed & dispose of hazmat material associated with the batteries. Duthie Power installed two GRP8D starting batteries and applied terminal protective coating, enable battery charger, adjust as needed.

- June 2020: AGS was requested to validate the repairs performed by Duthie Power but AGS declined to provide service. Epic Power was requested to inspect the unit to validate Duthie Power's work. Epic Power reported one gauge is broken, noted that there was oil in radiator, reported that the switch is good but board and relay need to be replaced. Epic Power reported several unsuccessful attempts to locate replacement parts.

DISCUSSION:

Observations and recommendations from several generator service companies, the standby generator continues to deteriorate. Each maintenance call results in another inoperable part and or non-working status. The staff does not have the expertise to validate the observations and recommendations of vendors and as such have used a two vendor system to validate the work performed on the unit. With multiple vendors noting that the existing unit has reached its useful life and recommended replacement, staff requested estimates from vendors to replace the unit but the unit would require a permit from Air Quality Management District (AQMD).

Only two vendors submitted proposals: Duthie Power and Sun Electric. Both vendors recommended a 80KW diesel generator. Sun Electric proposed to also remove the existing automatic transfer switch (ATS) and install one 400 amp ATS while Duthie Power noted that ATS replacement and breaker replacement are excluded from the proposal. In review the proposals, and lacking expertise in this area, staff questions the following:

- Does the ATS need replacement?
- Does a structural engineer need to review the anchor to the new unit?
- Is 80KW appropriate for City Hall given that over the years, the facility added multiple devices needing power?
- Does the electrical panel need to be upgraded?
- Which brand of generator is best for a facility like City Hall?

In lieu of moving forward with replacing the unit with the most economical proposal, staff is recommending that the City Council solicit the services of a Mechanical, Electrical and Plumbing (MEP) consultant to assist staff with development of unit specifications most appropriate for the City Hall campus and identify other ancillary work for a complete repair of the system.

FISCAL IMPACT:

The adopted budget for FY20-21 includes \$20,000 for contractual services for repairs and maintenance to City Hall. This budget can be used for the services of a MEP professional to assist City staff with the scope to repair the standby generator system.

RECOMMENDATION:

Staff recommends that the City Council review the proposals to replace the existing standby generator, consider the options for replacement and permitting and provide instructions to staff.

ATTACHMENTS:

Duthie_City of Rolling Hills quote for 80KW.pdf
Sun Electric_Generator Quote 75KW.pdf



The Generator Experts • 24 Hour Service • License #708125

Date: 9/9/2020

To: City of Rolling Hills

Attn: Ms. Connie Viramontes

Reference: 2 Portuguese Bend Rd

Thank you for your inquiry. We are pleased to offer the following quote for the above project

1 SPJD-800-3-30
80 KW, 120/240 V, 3 PH, 60 HZ
JOHN DEERE DIESEL FUEL
ENGINE DRIVEN GEN-SET WITH LEVEL 1 SOUND AND
WEATHER PROTECTED ALUMINUM ENCLOSURE
1 STANDARDEQUIP 0.00 0.00
*UL 2200 CERTIFIED
*EPA CERTIFIED ENGINE
*STAMFORD GENERATOR
*DEEPSEA 7420 CONTROLLER
*BATTERY CHARGER
*ABB MAIN LINE CIRCUIT BREAKER
*MANIFOLD EXHAUST PIPE / FLEX CONNECTOR
*FLEXIBLE RADIATOR & OIL DRAINS
*BATTERY RACK & CABLES (BATTERY INCLUDED)
*RADIATOR FILLED WITH MIXTURE OF GREEN GLYCOL
AND DE-IONIZED WATER
*ENGINE CRANKCASE FILLED WITH SAE 10W/30 OIL
1 S-170 3,812.00 3,812.00
170 GALLON DUAL WALL SUBBASE
FUEL TANK
(APPROX 24 HR FULL LOAD RUN TIME)
DIESEL PARTICULATE EXHAUST SHIPPED LOOSE

Installation:

1. Scope of work

- Remove existing 75 KW stand by generator system and replace with new 80KW customer provided skidded generator.
- Install customer provided Particulate filter and install insulation wrap as needed
- Connect new generator to existing air duct
- Provide stamped anchor detail, anchors and anchoring w/ required third party deputy inspection services
- Provide off loading and loading old equipment onto Duthie Transport services (fuel removal by others)

Does not include ATS replacement or breaker replacement



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80 KW Genset:	\$37,795.00 (Includes DPF exhaust filter)
7.25% Sales Tax:	\$2,740.14
Freight to LB:	\$2,900.00
Delivery to Site:	\$650.00
Installation:	\$35,028.00 (Prevailing Wage)
Onsite Start-up:	<u>\$1,500.00</u>
Total:	\$80,613.14

Notes

SALES TAX IS INCLUDED

Estimated Delivery: **7-8 weeks** after the receipt of a purchase order and approved submittal

Prices valid for 90 days from above date

FOB: Jobsite. Offloading, craning, setting, anchoring is by others. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary. Jobsite installation inspection, initial startup, and initiation of warranty, by a Duthie Power field technician is during normal working hours Monday through Friday 7:00 a.m. to 3:30 p.m. Testing will utilize building load unless the specification states otherwise. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel to be done at the time of startup. Warranty is invalid without factory start up. Additional charges will be applied to start ups requested on weekends or off normal business hours. The startup cannot be performed until all permits are secured.

The above quotation is based off of verbal request only, no written specifications or drawings provided. This package may or may not fit the owner's application. Pricing subject to change. Only items listed on quotation are included. Exception is taken to anything that is not included in this proposal

The above quotation is for the sale of equipment only. Installation, wiring, permits, plan check, engineering, plumbing, concrete pad, DPF System and fuel are not included.

Permit and license costs (Air Pollution/Quality, Fire, Building, etc.) are not included in this quote. Duthie Power does not assume any responsibility for obtaining any permits or licenses that may be required. Duthie is not responsible for informing the owner/buyer of any equipment requirements.
All permits must be obtained prior to installation of the equipment.

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the below terms and conditions

Terms and Conditions

Scope: DUTHIE POWER SERVICES is pleased to offer the above quotation for your use on the referenced project.

Delivery: Delivery is to the jobsite with offloading by others. All efforts will be made to have all equipment at the jobsite with one delivery during normal weekday working hours of 7:00am to 4:00pm. Delivery or other services occurring at any other time is subject to additional charges. Special job



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conditions may dictate that one item or more may be needed prior to the balance of the equipment. In that event, payment for the item(s) shipped in advance is due and payable at time of advance shipment. Our invoice for the item(s) shipped in advance may include additional freight charges as a separate item of billing. The total of all invoices will be higher than the original proposal as additional freight costs will be incurred on split shipments.

***If delivery is to DUTHIE POWER SERVICES prior to the jobsite, the purchase terms may change and DUTHIE POWER SERVICES may charge a storage fee for any equipment stored over 30 days after arrival from the manufacturer.**

Lead-times: Current lead time is 7-8 weeks after receipt of purchase order and approved submittals. The Seller is not liable for any delay or failure to deliver any or all of the goods regardless of cause. Seller shall not be liable for incidental or consequential damages in the event of breach or repudiation of this agreement.

Engineering: All project or jobsite specific engineering is by others. DUTHIE POWER will assist in design or engineering by providing spec sheets and drawings only. Seismic Calculations are available (at additional costs) by others.

Submittals: Submittals will be provided within ten (10) working days from receipt of written purchase order.

Permits: It is the customer or end users responsibility to file and secure all permits, fees and licenses pertaining to the Air Quality Management District or the local ruling agency for the installation and operation of this equipment. All permits must be secured prior to installation.

DUTHIE POWER SERVICES assumes no responsibility for equipment ordered that does not comply with local codes or regulations.

Per SCAQMD Rule 1470, if the diesel generator is rated at or over 50HP and is placed within 100 meters of a K-12 school, a Particulate Trap (PM trap) is required. If the diesel generator is rated over 175HP and is within 50 meters of a sensitive receptor, it must meet the interim Tier 4 emission requirements. For natural gas and liquified propane gas generators, add-on emission control device applicability is based on currently effective Best Available Control Technology policy. For the other air districts outside of the South Coast Air Basin, the emission control requirement is determined on a case by case basis, predicated on the outcome of a site specific health risk assessment. A PM Filter or other add-on emission control device is not included in the above quote unless otherwise noted.

Installation: DUTHIE POWER SERVICES is a supplier of equipment and does not include installation, fuel, or piping whatsoever.

Start-up Testing: Upon completion of installation by others, a start and test will be performed by DUTHIE POWER SERVICES. It is strongly recommended that the start and test be performed within six months of delivery from the factory. If maintenance or service is required to bring the equipment up to new conditions as a result of the equipment being idle for more than six months, all maintenance, parts, labor and other associated costs will be the responsibility of the owner/buyer. The start and test will be performed during regular business hours, Monday thru Friday 7:00am to 3:30pm. (A start and test performed outside normal business hours will be an additional cost) **Fuel for testing is NOT included.** A building load test will be performed at no charge if it is performed at the time of the start and test. A load bank test with a resistive or reactive load bank is NOT included unless noted in the BOM. If the startup is not completed within 90 days of delivery, Duthie Power will require the job to be paid in full.

Escalation: Prices are firm for delivery for 30 days, subject to acceptance of our quotation.



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Venting: Fuel tank venting as required on a local basis is **not** in our proposal, due to local practices and agencies. If details are available we may provide a quotation.

Lugging: Lugs on transfer switches, switchgear, and circuit breakers will be per manufacturer standard. No credit is allowed for unused lugs, unless we propose (in writing) to furnish special lugs at a price.

Credit: Credit is subject to DUTHIE POWER'S approval in its sole discretion. This quote in no way constitutes approval of credit.

Terms/Invoicing: Payment schedule is to be determined after acceptance of credit app and/or purchase order. If no further arrangements are made- the normal payment schedule is 20/40/30/10. 20% due at time of order; 40% due at time of delivery to Duthie Power Services; 30% due at time of delivery to job site; 10% due upon completion (startup). If equipment is delivered to jobsite- the normal payment schedule is 20/70/10. 20% due at time of order; 70% due at time of delivery to jobsite; 10% upon completion (startup). Seller reserves the right to require accelerated payment terms including cash payment in full advance of ordering any product or material.

LOCAL CODE REQUIRED FUEL TANK FEATURES: Increasingly, local fire code enforcement entities are requiring fuel tank options over and above that which is required by National Fire Protection Association (NFPA) or

California Fire Code (CFC), such as fuel fill spill containment basins and automatic fuel fill shut-off solenoids. Other requirements may apply to your specific project. We recommend that you contact the fire enforcement entity, having jurisdiction over your project, to determine their specific requirements. *This quote excludes these options unless otherwise noted.*

Taxes are not included in any quotes given unless otherwise noted. DUTHIE POWER is a supplier of equipment, not a subcontractor, and as such, does not allow or accept retentions.

- If required by buyer, 3rd party Insurance Verification (i.e. Compliance Depot) and vendor registration fees are additional.

Cancellations: Circumstances may require cancellation of some or all of equipment ordered. In that event, cancellation charges will be levied based on actual decisions and costs imposed by manufacturer.

Liens and others: We follow all state and federal laws. Company policy requires that we file preliminary notices. We will also file stop notices or the prerequisite notice on payment bonds if payment for items purchased is not paid according to the terms or before the expiration of time allowed by California Civil Code. This proposal is subject to the terms and conditions stated herein and on the attached page

Indemnification Clause: Customer is aware that DUTHIE POWER SERVICES will provide the equipment based on customer's specifications. Equipment provided will be purchased from the manufacturer identified in DUTHIE POWER SERVICES' quote and/or customer's purchase order. DUTHIE POWER will transfer to customer the standard warranty policy offered by the manufacturer, and it will not be responsible for product alteration, misuse, abuse by customer, or late delivery due to manufacturer lead time. Customer shall indemnify, defend, and hold harmless DUTHIE POWER SERVICES from any and all claims, demands, costs, expenses, liabilities, damages, injury or death of any person directly or indirectly arising out of or related to this purchase of equipment from DUTHIE POWER; provided, however, that no Indemnified Party shall be entitled to indemnification for any Claim found by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of such Indemnified Party.

ATTORNEY'S FEES: If either parties to this Agreement should bring suit against the other with respect to this Agreement, then all costs and expenses incurred by the prevailing party therein shall be paid by the other party.

Acceptance: Purchase order for order implies acceptance of above terms and conditions unless otherwise stated on purchase order. This quote **MUST** also be signed below before a purchase order can be accepted.



The Generator Experts • 24 Hour Service • License #708125

By signing below you are agreeing to the above quotation and terms:

Peter Thornton
Sales Engineer
Duthie Power Services
562-790-1772
peter@duthiepower.com

Accepted By:

Company Name

Date

Purchaser

PO#

Signature

BID PROPOSAL NO. 8527

P.O. Box 4149
Redondo Beach, CA 90277
(310) 618-8860 Tel
(310) 618-9723 Fax
Fred@sunelectricinc.com
CSLB License No. 346297
www.sunelectricinc.com

Owner's Name: City of Rolling Hills		Owner's Address: #2 Portuguese Bend Rd	
Owner's City: Rolling Hills	Owner's Zip Code: CA 90274	Owner's Phone: Connie Viramontes	Owner's Work Phone: 310-377-1521
Project Name & Address: Replacing Standby Generator			Email: cviramontes@cityofrh.net

a. Scope of Work: Sun Electric Inc. hereby submits the following specifications and estimates:

We propose to replace the existing ONAN 75KW Generator with a 80KW Cummins Stand-By Diesel Generator and Automatic Transfer Switch. The Generator will be installed at the location of the existing Generator. Below is a details of the proposed scope.

- Remove, Existing Diesel Generator and ATS
- Install a 80 KW Cummins Diesel Generator
- Install (1) 400 amp Automatic Transfer Switch
- Modify and Reconnect Air Ducts
- Modify Conduits and wiring
- Connect Wires at Generator and ATS
- Meet with fuel service company to fill the tank
- Test and Start Up
- Meet with Cummins to test all operations and enroll in warranty \

Final Instructions

Meet with the customer to instruct on operation and set the exerciser timer clock.

b. Not Included: This proposal does not include

c. WE PROPOSE to furnish material, equipment and labor in accordance with the above specifications for the sum of:

**** 58,790.00 **** dollars

NOTE: This proposal may be withdrawn if not accepted within
30 days from 10/12/2020
date

Respectfully submitted by

Fred Zarei
Company Representative

d. WE ACCEPT the prices, specifications, and terms as stated in this bid proposal are approved. We authorize you to draw up all necessary contract documents so work can begin.

approved and accepted (owner or owner's authorized agent)

date

approved and accepted (second owner - if any)

date

BID PROPOSAL NO. 8530

P.O. Box 4149
Redondo Beach, CA 90277
(310) 618-8860 Tel
(310) 618-9723 Fax
Fred@sunelectricinc.com
CSLB License No. 346297
www.sunelectricinc.com

Owner's Name: City of Rolling Hills		Owner's Address: #2 Portuguese Bend Rd	
Owner's City: Rolling Hills	Owner's Zip Code: CA 90274	Owner's Phone: Connie Viramontes	Owner's Work Phone: 310-377-1521
Project Name & Address: Replacing Standby Generator			Email: cviramontes@cityofrh.net

a. **Scope of Work:** Sun Electric Inc. hereby submits the following specifications and estimates:

Notes:

1. Due to uncertainty of the situation due to COVID-19 and possible limited hours, job may be stopped or delayed per to local authorities' requirements, supply chain problems or labor issues
2. It is assumed that the existing electrical Conduits and Wiring are good and usable, if the existing wiring is faulty, additional cost will be charged.
3. Customer shall Provide fuel to the generator
4. As per manufacturer, Diesel Engines with BPH of 175 and above require DPF(Diesel Particulate Filter) near sensitive receptors and the proposed generator has a BPH of 173 so the DPF is not included in the proposal. But if DPF is required by SCAQMD or other authorities during permitting process, it will be installed with an additional cost of **\$13,250.00**.
5. The Generator and ATS will be moved out of the room and will be placed in the parking lot close to the Generator room. They may be Hauled away and Disposed at additional cost of **\$900.00**.
6. The Generator will be supplied with Green Aluminum weather protective Enclosure. If Reduced noise level Enclosure is required by City, the additional cost for Sound Attenuated Level 2 Enclosure will be **\$3,700.00**.
7. Except as otherwise noted in this proposal, all other conditions, Warranty and list of material are as per attached "**Cummins Bill of Material and Conditions**" document.

b. **Not Included:** This proposal does not include

c. **WE PROPOSE** to furnish material, equipment and labor in accordance with the above specifications for the sum of:

**** See page 1 **** dollars

NOTE: This proposal may be withdrawn if not accepted within
30 days from 10/12/2020
date

Respectfully submitted by

Fred Zarei
Company Representative

d. **WE ACCEPT** the prices, specifications, and terms as stated in this bid proposal are approved. We authorize you to draw up all necessary contract documents so work can begin.

approved and accepted (owner or owner's authorized agent)

date

approved and accepted (second owner - if any)

date



October 12, 2020

Thank you for your inquiry. We are pleased to quote as follows.

ITEM NUMBER	DESCRIPTION	Quantity
1	C80D6C Genset-Diesel, 60Hz, 80kW U.S. EPA, Stationary Emergency Application Genset-Diesel, 60Hz,80kW Duty Rating - Standby Power (ESP) Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency IBC Seismic Certification Voltage - 120 / 240, 3 Phase Delta Alternator - 60Hz, 12L, 240 / 120V, 120C, 40C Ambient Exciter / Regulator - Permanent Magnet Generator, 3 Phase Sensor Alternator Heater, 120 Volt AC Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready	1

ITEM NUMBER	DESCRIPTION	Quantity
	Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum High Fuel Level Alarm Panel Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge 5 Gallon Lockable Spill Containment Fuel Fill Box Fuel Tank Vent Extension Kit, 12ft External Vents Fuel Tank, Over Fill Protection Valve, 95% Riser - Fuel Tank, 2 inch Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand2.3 Controller Gauge - Oil Pressure Analog Meters - AC Output AmpSentry™ UL Listed Protective Relay Stop Switch - Emergency Relays - Aux, Qty2 - 25A - 15 Volts DC / 10A - 30 Volts DC Signals - Aux, Input / Output Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box - Position B (Generator Right Side) - None Circuit Breaker or Terminal Box - Position C (Generator Right Side) - None Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level	

ITEM NUMBER	DESCRIPTION	Quantity
	Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Larger Battery Rack Extension - Oil Drain Ship Loose - Vent Kit A Ship Loose - Tank Riser B Aluminum Weather Protective Enclosure, with Exhaust System	
2	Annunciator-Panel Mounted With Enclosure (RS485)	1
3	Freight & other charges	1
4	Fuel Tank, Extension Kit-1 Normal, 2 Emergency, 12ft	1
5	Kit, FUEL SYSTEM	1
6	OTEC Transfer Switch-Electronic Control: 300A/400A/600A Transfer Switch-Onan, PwrCmd, 400 Amp Listing - UL 1008 / CSA Certification IBC Seismic Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 240 Volts AC Genset Starting Battery - 12V DC Aux Relay - Emergency Position - 12 Volts DC	1



ITEM NUMBER	DESCRIPTION	Quantity
7	Aux Relay - Normal Position - 12 Volts DC Control Panel, Security Key Cover Clock - Exercise, External Transfer Switch Warranty - 1 Year Comprehensive Service - 2Hr Start up & Testing-2Hr O&M Training	1



NOTES AND EXCEPTIONS:

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COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested. **OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)**

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (KAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

**Environmental Testing**

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.



SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.



TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. Any Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra



cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

IDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY

NOT WITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other



information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Diesel Generator Set

QSB5 Series Engine
50-125 kW Standby
EPA Tier 3 Emissions



Description

Cummins® generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary Standby applications.

Features

Heavy duty engine - Rugged 4-cycle industrial diesel delivers reliable power and fast response to load changes.

Alternator - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability.

Control system - The PowerCommand® 1.1 electronic control is standard equipment and provides total generator set system integration including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance. The PowerCommand 2.3 control is also optional and is UL 508 Listed and provides AmpSentry™ protection.

Cooling system - Standard cooling package provides reliable running at up to 50 °C (122 °F) ambient temperature.

Enclosures - The aesthetically appealing enclosure incorporates special designs that deliver one of the quietest generators of its kind. Aluminium material plus durable powder coat paint provides the best anti-corrosion performance. The generator set enclosure has been evaluated to withstand 180 MPH wind loads in accordance with ASCE7 -10. The design has hinged doors to provide easy access for service and maintenance.

Fuel tanks - Dual wall sub-base fuel tanks are offered as optional features, providing economical and flexible solutions to meet extensive code requirements on diesel fuel tanks.

NFPA - The generator set accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

Warranty and service - Backed by a comprehensive warranty and worldwide distributor network.

Model	Standby 60 Hz		Prime 60 Hz		Data sheets
	kW	kVA	kW	kVA	
C50D6C	50	63	45	56	NAD-6333-EN
C60D6C	60	75	54	68	NAD-6334-EN
C80D6C	80	100	72	90	NAD-6335-EN
C100D6C	100	125	90	113	NAD-6336-EN
C125D6C	125	156	112.5	141	NAD-6216-EN

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Generator Set Specifications

Governor regulation class	ISO8528 Part 1 Class G3
Voltage regulation, no load to full load	± 1.0%
Random voltage variation	± 1.0%
Frequency regulation	Isochronous
Random frequency variation	± 0.50%
Radio frequency emissions compliance	FCC code title 47 part 15 class A and B

Engine Specifications

Design	Turbocharged and charge air cooled
Bore	107 mm (4.21 in.)
Stroke	124 mm (4.88 in.)
Displacement	4.5 L (272 in ³)
Cylinder block	Cast iron, in-line 4 cylinder
Battery capacity	850 amps per battery at ambient temperature of 0 °C (32 °F)
Battery charging alternator	100 amps
Starting voltage	2 x 12 volt in parallel, negative ground
Lube oil filter type(s)	Spin-on with relief valve
Standard cooling system	High ambient radiator
Rated speed	1800 rpm

Alternator Specifications

Design	Brushless, 4 pole, drip proof, revolving field
Stator	2/3 pitch
Rotor	Direct coupled, flexible disc
Insulation system	Class H per NEMA MG1-1.65
Standard temperature rise	120 °C (248 °F) Standby
Exciter type	Torque match (shunt) with PMG as option
Alternator cooling	Direct drive centrifugal blower
AC waveform Total Harmonic Distortion (THDV)	< 5% no load to full linear load, < 3% for any single harmonic
Telephone Influence Factor (TIF)	< 50 per NEMA MG1-22.43
Telephone Harmonic Factor (THF)	< 3%

Available Voltages

1-phase	3-phase				
• 120/240	• 120/208	• 120/240	• 277/480	• 347/600	• 127/220

Generator Set Options

Fuel system

- Basic fuel tanks
- Regional fuel tanks

Engine

- Engine air cleaner – normal or heavy duty
- Shut down – low oil pressure
- Extension – oil drain
- Engine oil heater

Alternator

- 120 °C temperature rise alternator
- 105 °C temperature rise alternator
- PMG excitation
- Alternator heater, 120 V
- Reconnectable full 1 phase output alternator

Control

- AC output analog meters
- Stop switch – emergency
- Auxiliary output relays (2)
- Auxiliary configurable signal inputs (8) and relay outputs (8)

Electrical

- One, two or three circuit breaker configurations
- 80% rated circuit breakers
- 80% or 100% rated LSI circuit breakers
- Battery charger

Enclosure

- Sound Level 1 or Level 2 enclosure, sandstone or green color
- Weather protective enclosure with muffler installed, green color
- Winter protective enclosure, green color

Cooling system

- Shutdown – low coolant level
- Warning – low coolant level
- Extension – coolant drain
- Coolant heater options:
 - <4 °C (40 °F) – cold weather
 - <-18 °C (0 °F) – extreme cold

Exhaust system

- Exhaust connector NPT
- Exhaust muffler mounted

Generator set application

- Base barrier – elevated genset
- Radiator outlet duct adapter

Warranty

- Base warranty – 2 year/1000 hours, Standby
- Base warranty – 1 year/unlimited hours, Prime
- 3 year Standby warranty options
- 5 year Standby warranty options

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Generator Set Accessories

- Coolant heater
- Battery heater kit
- Engine oil heater
- Remote control displays
- Auxiliary output relays (2)
- Auxiliary configurable signal inputs (8) and relay outputs (8)
- Annunciator – RS485
- Audible alarm
- Remote monitoring device – PowerCommand 500/550
- Battery charger – stand-alone, 12 V
- Circuit breakers
- Enclosure Sound Level 1 to Sound Level 2 upgrade kit
- Base barrier – elevated generator set
- Mufflers – industrial, residential or critical
- Alternator PMG excitation
- Alternator heater

Control System PowerCommand 1.1



PowerCommand control is an integrated generator set control system providing voltage regulation, engine protection, operator interface and isochronous governing (optional). Major features include:

- Battery monitoring and testing features and smart starting control system.
- Standard PCCNet interface to devices such as remote annunciator for NFPA 110 applications.
- Control boards potted for environmental protection.
- Control suitable for operation in ambient temperatures from -40 °C to +70 °C (-40 °F to +158 °F) and altitudes to 5000 meters (13,000 feet).
- Prototype tested; UL, CSA, and CE compliant.
- InPower™ PC-based service tool available for detailed diagnostics.

Operator/display panel

- Manual off switch
- Alpha-numeric display with pushbutton access for viewing engine and alternator data and providing setup, controls and adjustments (English or international symbols)
- LED lamps indicating generator set running, not in auto, common warning, common shutdown, manual run mode and remote start
- Suitable for operation in ambient temperatures from -40 °C to +70 °C

- Bargraph display (optional)

AC protection

- Over current warning and shutdown
- Over and under voltage shutdown
- Over and under frequency shutdown
- Over excitation (loss of sensing) fault
- Field overload

Engine protection

- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown

- Low coolant temperature warning
- High, low and weak battery voltage warning
- Fail to start (over crank) shutdown
- Fail to crank shutdown
- Redundant start disconnect
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown

Alternator data

- Line-to-Line and Line-to-neutral AC volts
- 3-phase AC current
- Frequency
- Total kVA

Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature
- Engine speed

Other data

- Generator set model data
- Start attempts, starts, running hours
- Fault history
- RS485 Modbus® interface
- Data logging and fault simulation (requires InPower service tool)

Digital governing (optional)

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 2-phase Line-to-Line sensing
- Configurable torque matching

Control functions

- Time delay start and cooldown
- Cycle cranking
- PCCNet interface
- (2) Configurable inputs
- (2) Configurable outputs
- Remote emergency stop
- Automatic Transfer Switch (ATS) control
- Generator set exercise, field adjustable

Options

- Auxiliary output relays (2)
- Remote annunciator with (3) configurable inputs and (4) configurable outputs
- PMG alternator excitation
- PowerCommand 500/550 for remote monitoring and alarm notification (accessory)
- Auxiliary, configurable signal inputs (8) and configurable relay outputs (8)
- AC output analog meters (bargraph)
 - Color-coded graphical display of:
 - 3-phase AC voltage
 - 3-phase current
 - Frequency
 - kVa
- Remote operator panel
- PowerCommand 2.3 control with AmpSentry protection

Ratings Definitions

Emergency Standby Power (ESP):

Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Limited-Time Running Power (LTP):

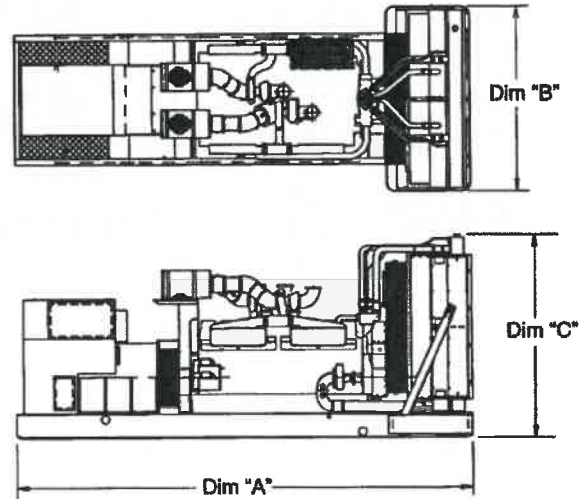
Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528.

Prime Power (PRP):

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Base Load (Continuous) Power (COP):

Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.



This outline drawing is for reference only. See respective model data sheet for specific model outline drawing number.





Do not use for installation design

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Set weight* kg (lbs.)
Open set				
C50D6C	2482 (98)	1016 (40)	1321 (52)	958 (2113)
C60D6C	2482 (98)	1016 (40)	1321 (52)	1006 (2217)
C80D6C	2482 (98)	1016 (40)	1321 (52)	1054 (2324)
C100D6C	2482 (98)	1016 (40)	1321 (52)	1106 (2439)
C125D6C	2482 (98)	1016 (40)	1321 (52)	1173 (2586)
Weather protective enclosure				
C50D6C	2482 (98)	1016 (40)	1473 (58)	1039 (2290)
C60D6C	2482 (98)	1016 (40)	1473 (58)	1087 (2396)
C80D6C	2482 (98)	1016 (40)	1473 (58)	1135 (2503)
C100D6C	2482 (98)	1016 (40)	1473 (58)	1187 (2618)
C125D6C	2482 (98)	1016 (40)	1473 (58)	1254 (2765)
Sound attenuated enclosure Level 1				
C50D6C	3016 (119)	1016 (40)	1473 (58)	1221 (2693)
C60D6C	3016 (119)	1016 (40)	1473 (58)	1137 (2507)
C80D6C	3016 (119)	1016 (40)	1473 (58)	1185 (2614)
C100D6C	3016 (119)	1016 (40)	1473 (58)	1237 (2729)
C125D6C	3016 (119)	1016 (40)	1473 (58)	1304 (2876)
Sound attenuated enclosure Level 2				
C50D6C	3456 (136)	1016 (40)	1473 (58)	1228 (2708)
C60D6C	3456 (136)	1016 (40)	1473 (58)	1144 (2522)
C80D6C	3456 (136)	1016 (40)	1473 (58)	1192 (2629)
C100D6C	3456 (136)	1016 (40)	1473 (58)	1244 (2744)
C125D6C	3456 (136)	1016 (40)	1473 (58)	1311 (2891)
Winter protective enclosure				
C50D6C	3701 (146)	1016 (40)	1473 (58)	1254 (2758)
C60D6C	3701 (146)	1016 (40)	1473 (58)	1169 (2572)
C80D6C	3701 (146)	1016 (40)	1473 (58)	1218 (2679)
C100D6C	3701 (146)	1016 (40)	1473 (58)	1270 (2794)
C125D6C	3701 (146)	1016 (40)	1473 (58)	1337 (2941)

* Weights above are average. Actual weight varies with product configuration.

Codes and Standards

Codes or standards compliance may not be available with all model configurations – consult factory for availability.

	This generator set is designed in facilities certified to ISO 9001 and manufactured in facilities certified to ISO 9001 or ISO 9002.		The generator set is available Listed to UL 2200, Stationary Engine Generator Assemblies.
	The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.	U.S. EPA	Engine certified to U.S. EPA SI Stationary Emission Regulation 40 CFR, Part 60.
	All low voltage models are CSA certified to product class 4215-01.	International Building Code	The generator set is certified to International Building Code (IBC) 2012.

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.

For more information contact your local Cummins distributor or visit power.cummins.com

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OTEC Transfer Switch Open Transition

40 – 1200 amp



Description

OTEC transfer switches are designed for operation and switching of electrical loads between primary power and Standby generator sets. They are suitable for use in emergency, legally required, and optional Standby applications. The switches monitor both power sources, signal generator set startup, automatically transfer power, and return the load to the primary power source once a stable utility is available. The fully integrated controller is designed for practical functionality, with LED indicators and digital pushbuttons for ease of operator use.

Features

Microprocessor control - Easy-to-use, standard control. LEDs display transfer switch status; pushbuttons allow operator to activate control test, exercise timing and transfer mode.

Programmed transition - Open transition timing can be adjusted to completely disconnect the load from both sources for a programmed time period, as recommended by NEMA MG-1 for transfer of inductive loads.

Advanced transfer switch mechanism - Unique bi-directional linear actuator provides virtually frictionfree, constant force, straight-line transfer switch action during automatic operation.

Manual operation - Manual operating handles, shielded termination, and over-center contact mechanisms allow effective manual operation under deenergized conditions.

Positive interlocking - Mechanical and electrical interlocking prevent source-to-source connection through the power or control wiring.

Main contacts - Heavy-duty silver alloy contacts and multi-leaf arc chutes are rated for motor loads or total system load transfer. They require no routine contact maintenance. Continuous load current not to exceed 100% of switch rating and Tungsten loads not to exceed 30% of switch rating.

Easy service/access - Single-plug harness connection and compatible terminal markings simplify servicing. Access space is ample. Door-mounted controls are field-programmable; no tool is required.

Complete product line - Cummins offers a wide range of equipment, accessories and services to suit virtually any backup power application.

Warranty and service - Products are backed by a comprehensive warranty and a worldwide network of distributors with factory-trained service technicians.

Transfer switch mechanism



- Transfer switch mechanism is electrically operated and mechanically held in the Source 1 and Source 2 positions. The transfer switch incorporates electrical and mechanical interlocks to prevent inadvertent interconnection of the sources.
- Independent break-before-make action is used for both 3-pole and 4-pole/switched neutral switches. This design allows use of sync check operation when required, or control of the operating speed of the transfer switch for proper transfer of motor and rectifier-based loads (programmed transition feature).
- True 4-pole switching allows for proper ground (earth) fault sensing and consistent, reliable operation for the life of the transfer switch. The neutral poles of the transfer switch have the same ratings as the phase poles and are operated by a common crossbar mechanism, eliminating the possibility of incorrect neutral operation at any point in the operating cycle, or due to failure of a neutral operator.
- Electrical interlocks prevent simultaneous closing signals to normal and emergency contacts and interconnection of normal and emergency sources through the control wiring
- High pressure silver alloy contacts resist burning and pitting. Separate arcing surfaces further protect the main contacts. Contact wear is reduced by multiple leaf arc chutes that cool and quench the arcs. Barriers separate the phases to prevent interphase flashover. A transparent protective cover allows visual inspection while inhibiting inadvertent contact with energized components.
- Switch mechanism, including contact assemblies, is third-party certified to verify suitability for applications requiring high endurance switching capability for the life of the transfer switch. Withstand and closing ratings are validated using the same set of contacts, further demonstrating the robust nature of the design.

Specifications

Voltage rating	Transfer switches rated from 40 A through 1200 A are rated up to 600 VAC, 50 or 60 Hz.
Arc interruption	Multiple leaf arc chutes cool and quench the arcs. Barriers prevent interphase flashover.
Neutral bar	A full current-rated neutral bar with lugs is standard on enclosed 3-pole transfer switches.
Auxiliary contacts	Two contacts (one for each source) are provided for customer use. Wired to terminal block for easy access. Rated at 10A Continuous and 250 VAC maximum.
Operating temperature	-22 °F (-30 °C) to 140 °F (60 °C)
Storage temperature	-40 °F (-40 °C) to 140 °F (60 °C)
Humidity	Up to 95% relative, non-condensing
Altitude	Up to 10,000 ft (3,000 m) without derating
Total transfer time (source-to-source)	Will not exceed 6 cycles at 60 Hz with normal voltage applied to the actuator and without delayed transition enabled.
Manual operation handles	Transfer switches are equipped with permanently attached operating handles and quickbreak, quick-make contact mechanisms suitable for manual operation under de-energized conditions.

Transition Modes

Open transition/programmed – Controls the time required for the device to switch from source to source, so that the load-generated voltages decay to a safe level before connecting to an energized source. Recommended by NEMA MG-1 to prevent nuisance tripping breakers and load damage. Adjustable 0-10 seconds, default 0 seconds.

Open transition/in-phase – Initiates open transition transfer when in-phase monitor senses both sources are in phase. Operates in a break-before-make sequence. Includes ability to enable programmed transition as a backup. If sources are not in phase within 120 seconds, the system will transfer using programmed transition.

Microprocessor control

- Simple, easy-to-use control provides transfer switch information and operator controls
- LED lamps for source availability and source connected indication, exercise mode, and test mode. LED status lamps also provided for control set-up and configuration.
- Pushbutton controls for initiating test, overriding time delays and setting exercise time.
- Field-configurable for in-phase open or programmed open transition.
- Integral exerciser clock
- Control is prototype-tested to withstand voltage surges per EN60947-6-1.
- Gold-flashed generator start contacts



Control functions

Voltage sensing: All phases on the normal source and single phase on generator source. Normal Source Pickup: adjustable 90-95%, Dropout: adjustable 70-90% of nominal voltage; Generator Source Pickup: 90%, dropout: 75% of nominal voltage.

Frequency sensing: Generator Source Pickup: 90% of nominal frequency; Dropout: 75% of nominal frequency.

Exerciser clock: Switch is furnished with an integral engine exerciser configurable for operation on a 7, 14, 21, or 28-day cycle with a fixed exercise period duration of 20 minutes. A 12-hr exerciser time offset allows for the convenient setting of exercise time without the need to activate the timer at the exact time that you need to schedule the generator exercise for. Software selectable capability allows for the exercising of the generator with or without load.

Time-delay functions

Engine start: Prevents nuisance genset starts due to momentary power system variation or loss. Adjustable: 0-10 seconds; default: 3 seconds

Transfer normal to emergency: Allows genset to stabilize before application of load. Prevents power interruption if normal source variation or loss is momentary. Allows staggered transfer of loads in multiple transfer switch systems. Adjustable 0-300 seconds, default 5 seconds.

Retransfer emergency to normal: Allows the utility to stabilize before retransfer of load. Prevents needless power interruption if return of normal source is momentary. Allows staggered transfer of loads in multiple transfer switch systems. Adjustable 0-30 minutes, default 10 minutes.

Genset stop: Maintains availability of the genset for immediate reconnection in the event that the normal source fails shortly after transfer. Allows gradual genset cool down by running unloaded. Adjustable 0-30 minutes, default 10 minutes.

Delayed (programmed) transition: Controls the speed of operation of the transfer switch power contacts to allow load generated voltages from inductive devices to decay prior to connecting a live source. Adjustable 0-10 seconds, default 0 seconds.

Elevator signal: Provides a relay output contact for the elevator signal relay (load disconnect). The signal can also be configured to provide a post transfer delay of the same duration. Adjustable: 0-300 seconds (requires optional elevator signal relay for use).

Options

Elevator signal relay: Provides a relay output contact for the signal relay function

Programmable exerciser clock: Provides a fully-programmable 7-day clock to provide greater flexibility in scheduling exercise periods than standard integral exerciser. Time-of-day setting feature operates generator during periods of high utility rates.

UL withstand and closing ratings

The transfer switches listed below must be protected by circuit breakers or fuses. Referenced drawings include detailed listings of specific breakers or fuse types that must be used with the respective transfer switches. Consult with your distributor/dealer to obtain the necessary drawings. Withstand and Closing Ratings (WCR) are stated in symmetrical RMS amperes..

Transfer switch ampere	MCCB protection			Special circuit breaker protection		
	WCR @ volts max with specific manufacturers MCCBs	Max MCCB ratings	Drawing reference	With specific current limiting breakers (CLB)	Max CLB rating	Drawing reference
40, 70, 125 3-pole	14,000 at 600	225 A	A050J441	200,000 @ 600	225 A	A048J566
40, 70, 125 4-pole	30,000 at 600	400 A	A048E949	200,000 @ 600	400 A	A051D533
150, 225, 260	30,000 at 600	400 A	A048E949	200,000 @ 600	400 A	A051D533
300, 400, 600	65,000 at 600	1200 A	A056M829	200,000 @ 600	1200 A	A048J564
800, 1000	65,000 @ 480	1400 A	A056M821	200,000 @ 600	1400 A	A048J562
	50,000 @ 600					
1200	85,000 @ 480	1600 A	A056M825	200,000 @ 600	1600 A	A048P186
	65,000 @ 600					

Fuse Protection

Transfer switch ampere	WCR @ volts max. with current limiting fuses	Max fuse, size and type	Drawing reference
40, 70, 125 3- and 4-pole	200,000 at 600	200 A Class, J, RK1, RK5, T	A050J441
150, 225, 260	200,000 at 600	1200 A Class L or T, or 600 A class J, RK1, RK5	A048E949
300, 400, 600	200,000 at 600	1200 A Class L or T, or 600 A Class, J, RK1, RK5	A056M829
800, 1000	200,000 at 600	2000 A Class L or 1200 A class T or 600 A class J, RK1, RK5	A056M821
1200	200,000 at 600	2000 A Class L or 1200 A class T or 600 A class J, RK1, RK5	A056M825

3-cycle ratings

Transfer switch ampere	WCR @ volts max 3 cycle rating	Max MCCB rating	Drawing reference
300, 400, 600	25,000 at 600	1200 A	A056M829
800, 1000	35,000 at 600	1400 A	A056M821
1200	42,000 at 600	1600 A	A056M825
	50,000 at 480		

Enclosures

The transfer switch and control are wall-mounted in a key-locking enclosure. Wire bend space complies with 2008 NEC.

Dimensions - transfer switch in UL type 1 enclosure

Amp rating	Height		Width		Depth				Weight		Outline drawing
					Door closed		Door open				
	in	mm	in	mm	in	mm	in	mm	lb	kg	
40, 70, 125 3-pole	27.0	686	20.5	521	12.0	305	31.5	800	82	37	0310-0544
40, 70, 125 4-pole	35.5	902	26.0	660	16.0	406	41.0	1042	165	75	0500-4896
150, 225	35.5	902	26.0	660	16.0	406	41.0	1042	165	75	0310-0414
260	43.5	1105	28.5	724	16.0	406	43.0	1093	170	77	0310-0540
300, 400, 600	54.0	1372	25.5	648	18.0	457	42.0	1067	225	102	0310-1307
800, 1000	68.0	1727	30.0	762	19.5	495	48.5	1232	360	163	0310-0417
1200	90.0	2286	39.0	991	27.0	698	63.0	1600	730	331	A030L411

Dimensions - transfer switch in UL type 3R, 4, 4x, or 12 enclosure

Amp rating	Height		Width		Depth				Weight		Cabinet type	Outline drawing
					Door closed		Door open					
	in	mm	in	mm	in	mm	in	mm	lb	kg		
40, 70, 125 3-pole	34.0	864	26.5	673	12.5	318	36.5	927	125	57	3R, 12	0310-0453
											4	0310-0445
	46.0	1168	32.0	813	16.0	406	46.0	1168	255	102	4X	0500-4184
40, 70, 125 4-pole	42.5	1080	30.5	775	16.0	406	44.0	1118	215	97	3R, 12	0500-4896
											4	0500-4896
	46.0	1168	32.0	813	16.0	406	46.0	1168	215	102	4X	0500-4184
150, 225	42.5	1080	30.5	775	16.0	406	44.0	1118	215	97	3R, 12	0310-0453
											4	0310-0446
	46.0	1168	32.0	813	16.0	406	46.	1168	255	102	4X	0500-4184
260											3R, 12	0310-0455
	46.0	1168	32.0	813	16.0	406	46.0	1168	255	102	4	0310-0447
											4X	0500-4184
300, 400, 600	59.0	1499	27.5	699	16.5	419	41.5	1054	275	125	3R, 12	0310-1315
											4	0310-1316
	73.5	1867	32.5	826	19.5	495	49.5	1257	410	186	4X	0500-4185
800, 1000											3R, 12	0310-0457
	73.5	1867	32.5	826	19.5	495	49.5	1257	410	186	4	0310-0449
											4X	0500-4185
1200	90.0	2286	39.0	991	27.0	698	63.0	1600	730	331	3R, 12	A030L411
											4, 4X	A041N370

Transfer switch lug capacities

All lugs 90°C rated and accept copper or aluminum wire unless indicated otherwise.

Transfer switch ampere	Cables per phase	Size
40, 70, 125 3-pole	1	#12 AWG-2/0
40 4-pole	1	#12 AWG-2/0
70, 125 4-pole	1	#6 AWG - 300 MCM
150, 225	1	#6 AWG - 300 MCM
260	1	#6 AWG - 400 MCM
300, 400	2	One accepts 3/0 AWG - 600 MCM and One #4 AWG - 250 MCM
600	2	250 - 500 MCM
800, 1000	4	250 - 500 MCM
1200	4	#2 AWG to 600 MCM standard (feature N045) 1/0 AWG to 750 MCM optional (feature N066) Compression Lug Adapter optional (feature N032)

Certification



All switches are UL 1008 Listed with UL Type Rated cabinets and UL Listed CU-AL terminals.



All switches comply with NEMA ICS 10.



All switches are certified to CSA 282 Emergency Electrical Power Supply for Buildings, up to 600 VAC.



All switches comply with IEEE 446 Recommended Practice for Emergency and Standby Power Systems.

NEC

Suitable for use in emergency, legally required and Standby applications per NEC 700, 701 and 702.



This transfer switch is designed and manufactured in facilities certified to ISO9001.



All switches comply with NFPA 70, 99 and 110 (Level 1).

Submittal detail

Amperage ratings

- 40
- 70
- 125
- 150
- 225
- 260
- 300
- 400
- 600
- 800
- 1000
- 1200

Voltage ratings

- R020 120
- R038 190
- R021 208
- R022 220
- R023 240
- R024 380
- R025 416
- R035 440
- R026 480
- R027 600

Pole configuration

- A028 Poles - 3 (solid neutral)
- A029 Poles - 4 (switched neutral)

Frequency

- A044 60 Hertz
- A045 50 Hertz

Application

- A035 Utility-to-genset

System options

- A041 Single phase, 2-wire or 3-wire
- A042 Three phase, 3-wire or 4-wire

Enclosure

- B001 Type 1: general purpose indoor (similar to IEC Type IP30)
- B002 Type 3R: intended for outdoor use, provides some protection from dirt, rain and snow (similar to IEC Type IP34)
- B003 Type 4: indoor or outdoor use, provides some protection from wind-blown dust and water spray (similar to IEC Type IP65)
- B010 Type 12: indoor use, some protection from dust (similar to IEC Type IP61)
- B025 Type 4X: stainless steel, indoor or outdoor use, provides some protection from corrosion (similar to IEC Type IP65)

Standards

- A046 UL 1008/CSA certification
- A080 Seismic certification

Control voltage

- M033 12V, Genset starting voltage
- M034 24V, Genset starting voltage

Control options

- J030 External exercise clock
- M032 Elevator signal relay

Battery chargers

- K001 2 Amps, 12/24 Volts
- KB59 15 Amps, 12 Volts
- KB60 12 Amps, 24 Volts

Auxiliary relays

Relays are UL Listed and factory installed. All relays provide (2) normally closed isolated contacts rated 10A @ 600 VAC. Relay terminals accept (1) 18 gauge to (2) 12 gauge wires per terminal.

- L101 24 VDC coil - installed, not wired (for customer use).
- L102 24 VDC coil - emergency position – relay energized when switch is in source 2 (emergency) position.
- L103 24 VDC coil - normal position - relay energized when switch is in source 1 (normal) position
- L201 12 VDC coil installed, not wired (for customer use)
- L202 12 VDC coil - emergency position – relay energized when switch is in source 2 (emergency) position
- L203 12 VDC coil - normal position - relay energized when switch is in source 1 (normal) position

Miscellaneous options

- C027 Cover - guard
- M003 Terminal block - 30 points (not wired)

Optional lug kits

- N032 Lug adapters, compression, ½ stab (1200A only)
- N045 Cable lugs, mechanical, 600 MCM, 4 per pole (1200A only)
- N066 Cable lugs, mechanical, 750 MCM, 4 per pole (1200A only)

Warranty

- G009 1 year comprehensive
- G004 2 year comprehensive
- G006 5 year basic
- G007 5 year comprehensive
- G008 10 year major components

Shipping

- A051 Packing – export box (800-1000 A)

Accessories

- AC-170 Accessories specifications sheet

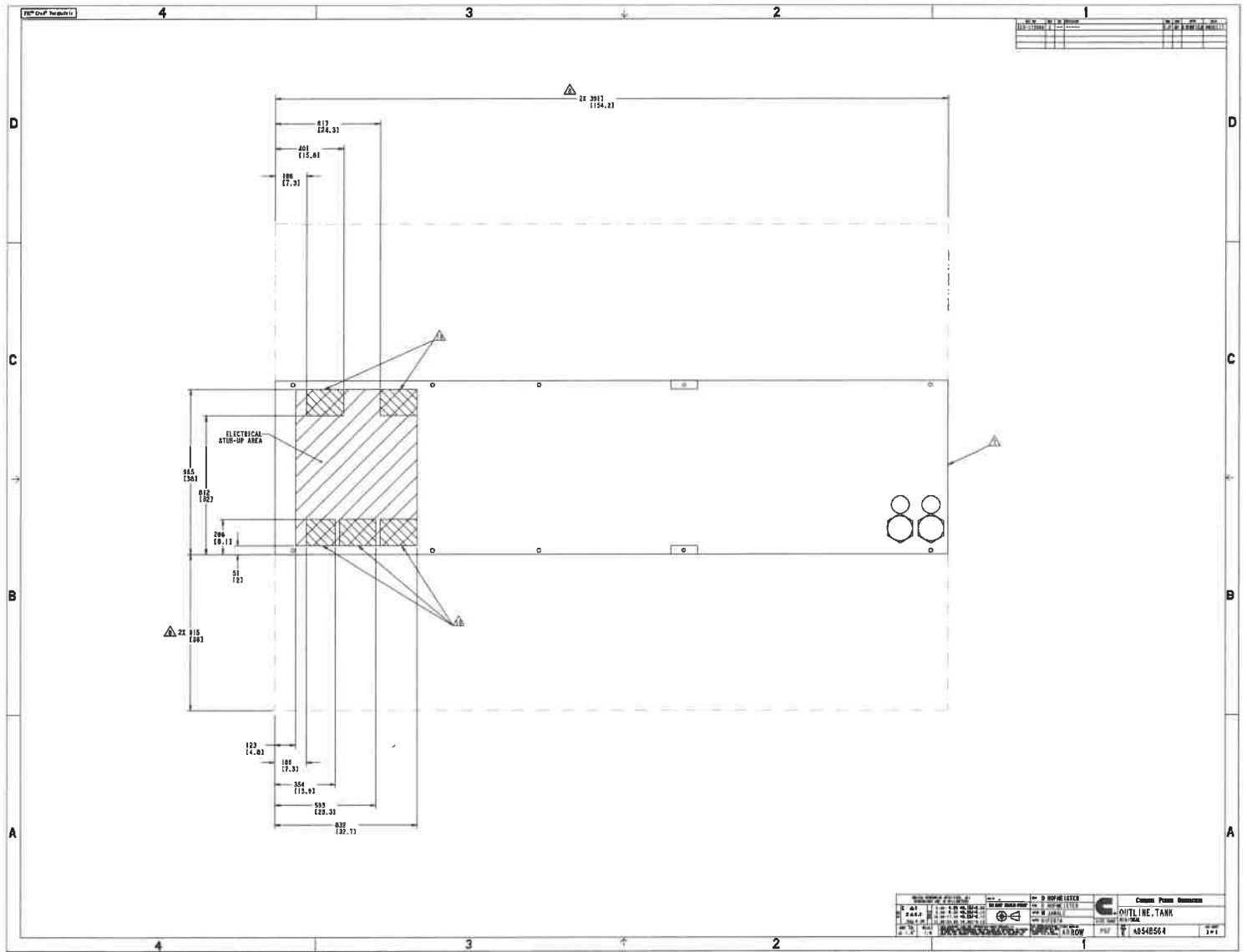
Specifications are subject to change without notice.

For more information contact your local Cummins distributor
or visit power.cummins.com

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S-1464 (06/18)



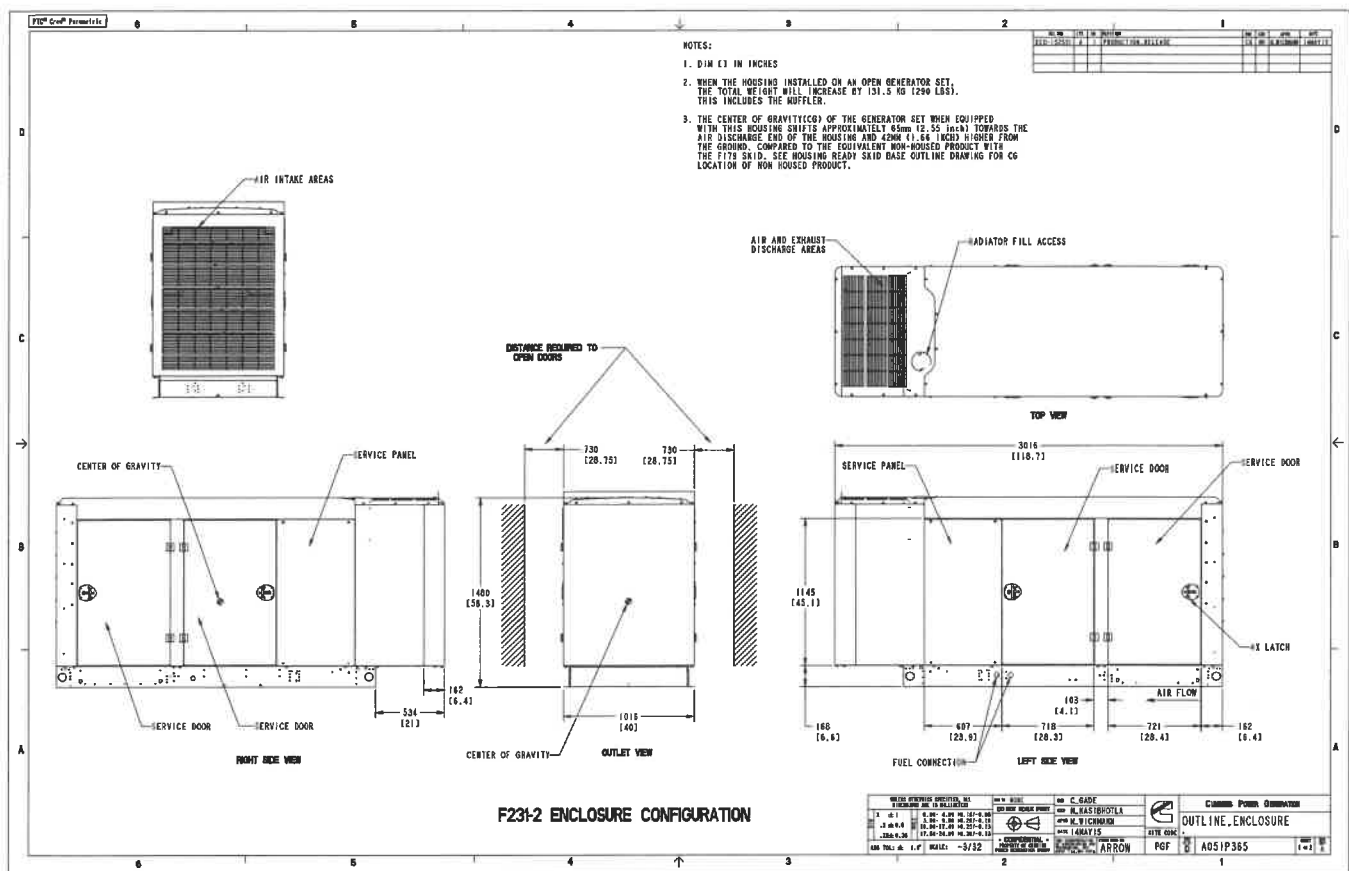
Part A054B564 C

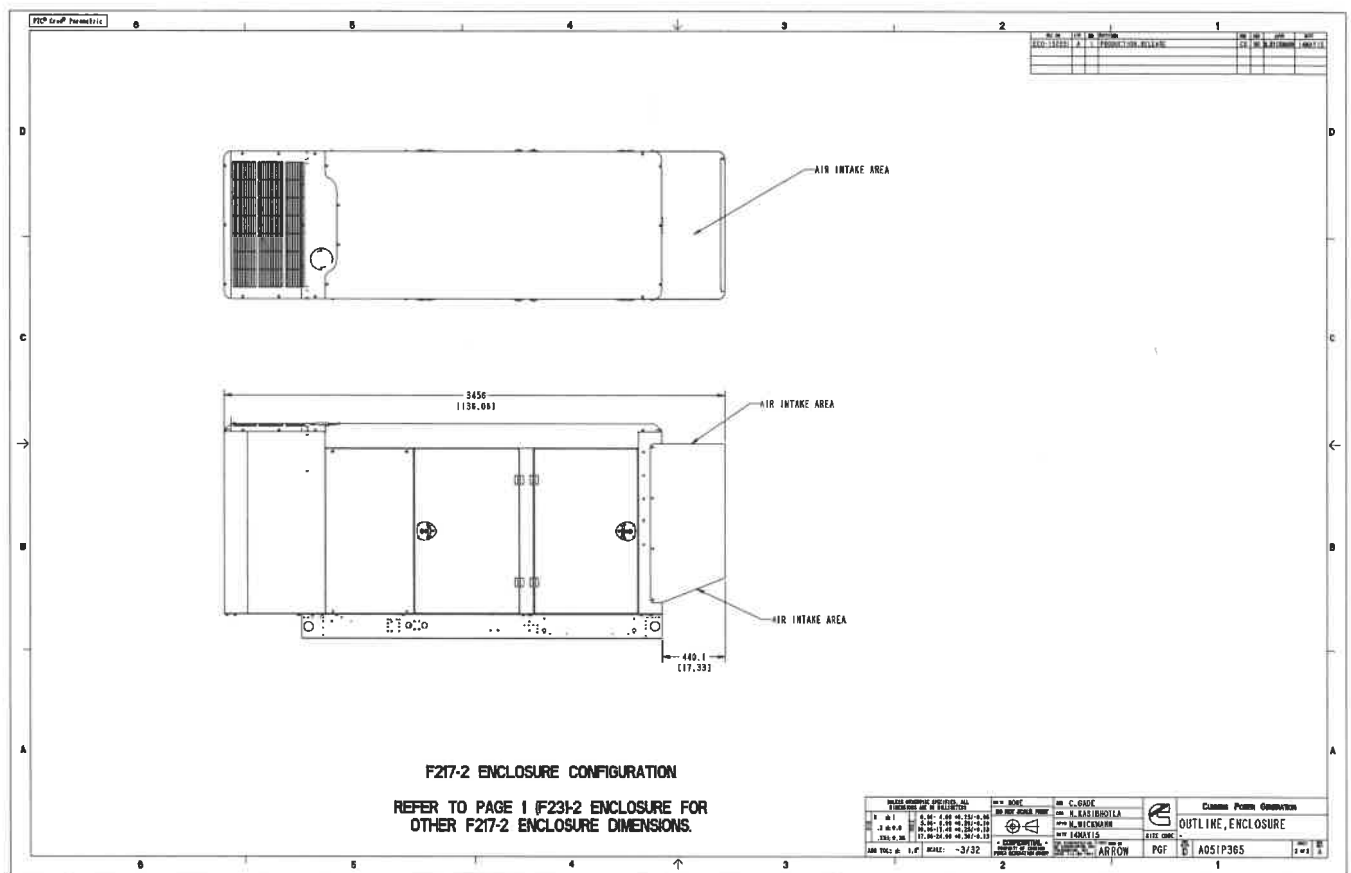
Description	Legacy Name	External Regulations	Application Status	Release Phase Code	Security Classification	Alternates
OUTLINE,TANK	A054B564	No External Regulations Apply	Production Only	Production	Confidential	

Part Specifications :A054B564 C

Name	Description	Legacy Name
A030B356	SPECIFICATION,MATERIAL	CES10903
A054B565	DRAWING,ENGINEERING	A054B565

Drawing Name: A054B565 Revision: C
Part Name: A054B564 Revision: C
ECO-173968 Sheet 5 of 5





Drawing Name: A051P366 Revision: A
 Part Name: A051P365 Revision: A
 Sheet 2 of 3

Part A051P365 A

Description	Legacy Name	External Regulations	Validation Status	Release Phase Code	Security Classification	Alternates
OUTLINE,ENCLOSURE	A051P365	None	Production Only	Production	Public	

Part Specifications :A051P365 A

Name	Description	Legacy Name
A051P365	SPECIFICATION,MATERIAL	CES10103
A051P366	DRAWING,ENGINEERING	A051P366



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A

Mtg. Date: 10/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: UPDATE: LA COUNTY FIRE DEPARTMENT EVACUATION ROUTES
(PORTUGUESE BEND ROAD, CREST ROAD, EASTFIELD DRIVE)
ASSESSMENT REPORT. (ORAL)

DATE: October 26, 2020

BACKGROUND:

NONE.

DISCUSSION:

NONE.

FISCAL IMPACT:

NONE.

RECOMMENDATION:

RECEIVE AND FILE UPDATE.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.A

Mtg. Date: 10/26/2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: SUPPLEMENTAL
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
GOVERNMENT CODE SECTION 54956.9(d)(2) AND (e)(2) AND (e)(5).
THE CITY COUNCIL FINDS BASED ON ADVICE FROM LEGAL
COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE
THE POSITION OF THE CITY IN THE LITIGATION. LAND USE
PROJECT AT 24 CINCHRING ROAD.

DATE: October 26, 2020

BACKGROUND:

NONE

DISCUSSION:

NONE

FISCAL IMPACT:

NONE

RECOMMENDATION:

NONE

ATTACHMENTS: