AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk’s office during normal business hours. Such documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 5, 2013 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.
SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d) (3) -3- matter

1. City of El Segundo vs. City of Los Angeles, et.al. LASC Case No. BS094279
2. City of Los Angeles vs. Pacific Bell Telephone Company, et al., LASC Case No. BC414272
3. James Carver vs. City of El Segundo, WCAB Case No. ADJ7733022

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -1- matter.

1. Exposure to Litigation by O’Duffy Brothers, Inc. regarding public works construction project; installation of a storm drain on Mariposa between Maryland St. and Center St. and associated catch basins.

Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957) –0- matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -1- matters
AGENDA

EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet, are available for public inspection in the City Clerk’s office during normal business hours. Such Documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 5, 2013 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Lee Carlile, United Methodist Church

PLEDGE OF ALLEGIANCE – Council Member Atkinson
PRESENTATIONS

a) Proclamation – Spark of Love Toy Drive November 25 through December 19, 2013 located at Fire Station No. 1.

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)


(Fiscal Impact: None)

Recommendation – 1) Open the Public Hearing; 2) Take Public testimony; 3) Discussion; 4) Waive Second Reading and adopt Ordinances incorporating the 2013 California Building, Electrical, Plumbing, Mechanical, Fire, Energy, Residential, and Green Building Codes; 5) Alternatively, discuss and take other possible action related to this item.
2. Consideration and possible action to open a public hearing and receive testimony regarding an update to the Corporate Campus Specific Plan. If approved, the Project would: 1) approve an Addendum to the Final EIR (FEIR); 2) amend the existing Corporate Campus Specific Plan; 3) subdivide 23.87 acres of the Corporate Campus Specific Plan area into 32 lots; 4) amend the Development Agreement for the 2002 “Original Project”; and 5) approve a 625,205 square-foot development project (the “Revised Project”) on 23.87 acres that will include office uses and retail/restaurant uses that will be developed in 3 Phases. The Revised Project is comprised of 625,205 square feet and the 304,820 square feet of existing development will total 930,025 square feet of development within the 46.5 acre Corporate Campus project area. Applicant: CDC Mar Campus, LLC. (Fiscal Impact: None)

Recommendation – 1) Open the Public Hearing; 2) Discussion; 3) Adopt a Resolution approving an Addendum to an Environmental Impact Report (Environmental Assessment No. 1021), including implementing the Mitigation Monitoring and Reporting Program (MMRP); adopt a Statement of Overriding Considerations; and approve Subdivision No. SUB 13-05 (Vesting Tentative Map No. 72287), and modifications to the conditions of approval; 4) Introduce, and waive first reading, of an Ordinance for Specific Plan Amendment No. SPA 13-02, and Development Agreement No. DA 13-01; 5) Schedule second reading and adoption of the Ordinance for November 19, 2013; 6) Alternatively, discuss and take other possible action related to this item.

C. UNFINISHED BUSINESS

3. Approval of a Due Diligence and Ground Lease Agreement and Reimbursement Agreement with ES CenterCal LLC to lease the driving range portion of The Lakes Golf Course for the purpose of developing a Top Golf Facility consisting of a driving range, restaurant, bar and lounge and event facilities. (Fiscal Impact: Estimated - $425,000.00 annual ground lease with 10% increases compounded each five years)

Recommendation – 1) Approve the Due Diligence and Ground Lease Agreement and direct the City Manager to enter into a Reimbursement Agreement that requires CenterCal to pay the costs associated with the various due diligence and land use entitlement costs; 2) Alternatively, discuss and take other possible action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA
4. Warrant Numbers 2594746 – 2595010 on Register No. 2 in the total amount of $1,491,839.54 and Wire Transfers from 9/27/2013 through 10/10/13 in the total amount of $4,421,504.02
Recommendation – Approve Warrant Demand Registers and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

Recommendation – Approval.

6. Consideration and possible action to award a 5-year standard Public Works Contract to Santa Monica Electric Company for On Call Electrical Services. Project No.: PW 13-16.
(Fiscal Impact: Not to exceed $20,000.00 annually)
Recommendation – 1) Reject Rojas Construction’s bid for the On Call Electrical Services as non-responsive because it did not meet the minimum qualifications for consideration for electrical work; 2) Authorize the City Manager to execute a standard Public Works Contract in a form approved by the City Attorney to Santa Monica Electric Company for on-call electrical services; 3) Alternatively, discuss and take other possible action related to this item.

7. Consideration and possible action to award a Professional Services Agreement to AKM Consulting Engineers for developing the 2014 Sewer System Evaluation and Capacity Assurance Plan (known in the past as the Sewer Master Plan). Project No.: PW 13-25
(Fiscal Impact: $89,080.00)
Recommendation – 1) Authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with AKM Consulting Engineers in the amount of $89,080.00; 2) Authorize a transfer from the Sewer Enterprise Fund to cover the Plan development costs; 3) Alternatively, discuss and take other action related to this item.
8. Consideration and possible action to award a standard Public Works Contract to F.M. Thomas Air Conditioning, Inc. for City On-Call HVAC maintenance and repair services. Project No.: PW 13-17. (Fiscal Impact: $27,304.00 the first year with a 3% annual escalation for the next four years; $144,965.00 over a 5-year contract duration.)
Recommendation – 1) Authorize the City Manager to approve a standard Public Works Contract in a form approved by the City Attorney with F.M. Thomas Air Conditioning, Inc. in the amount of $144,965.00 for the City On-Call HVAC maintenance and repair services; 2) Authorize $14,500.00 for annual HVAC-related contingencies; 3) Alternatively, discuss and take other possible action related to this item.

9. Consideration and possible action regarding the adoption of Ordinance No. 1483 for a Categorical Exemption and Zone Text Amendment to modify El Segundo Municipal Code (ESMC) regulations regarding the definition of “Setback” located in ESMC §15-1-6 and corrections to the table entitled “Drive Aisle Width and Parking Space Depth” located in ESMC §15-15-5(N)(1). Applicant: City Initiated
(Fiscal Impact: None)
Recommendation – 1) Waive second reading and adopt Ordinance No. 1483 for Environmental Assessment No. EA-1002 and Zone Text Amendment No. 12-06; 2) Alternatively, discuss and take other possible action related to this item.

10. Consideration and possible action to authorize the City Manager to enter into a professional service agreement with Digital Health Department, Inc. for the purchase of data management software to be used by the Fire Department in coordination with the California Environmental Reporting System (CERS).
(Fiscal Impact: $35,000.00)
Recommendation – 1) Authorize the City Manager to enter into a professional service agreement with Digital Health Department, Inc. for the purchase of environmental data management software to be in compliance with statutory electronic data collection requirements; 2) Alternatively, discuss and take other possible action related to this item.
11. Consideration and possible action regarding 1) adoption of resolutions calling for; requesting Los Angeles County services, and adopting regulations for candidate statements for the General Municipal Election, April 8, 2014; 2) approval of a standard professional services agreement with Martin & Chapman Co. for election support and services.
(Fiscal Impact: $69,200.00)
Recommendation – 1) Adopt resolutions calling for, requesting Los Angeles County services, and adopting regulations for candidate statements for the General Municipal Election April 8, 2014; 2) Authorize the City Manager to execute a standard and professional services agreement, in a form approved by the City Attorney, with Martin & Chapman Co. to provide election support and services; 3) Alternatively, discuss and take other possible action related to this item.

12. Consideration and possible action regarding Adoption of the Resolutions updating the employer's contribution under the Public Employees' Medical and Hospital Care Act for the El Segundo Firefighters' Association, and the El Segundo Police Officers' Association.
(Fiscal Impact: Active Employees: Estimated Savings FY 2013/2014 of $15,300.00; Retirees: Estimated Savings FY 2013/2014 of $6,500.00)
Recommendation – 1) Adopt the attached resolutions; 2) Alternatively, discuss and take other possible action related to this item.

13. Consideration and possible action to adopt policy changes to the City’s Residential Sound Insulation (RSI) Program.
(Fiscal Impact: None)
Recommendation – 1) Adopt policy changes detailed in this staff report; 2) Alternatively, discuss and take other possible action related to this item.

14. Consideration and possible action to authorize the City Manager, or designee, to record the Notice of Completion of work for 24 homes related to the City’s Residential Sound Insulation Program’s Group 49 (Project No. RSI 13-02).
(Fiscal Impact: $876,463.89 less liquidated damages)
Recommendation – 1) Authorize the City Clerk to file the City’s Planning and Building Safety Director’s Notice of Completion in the County Recorder’s Office; 2) Authorize the City Manager, or designee, to close out Project No. RSI 13-02; 3) Alternatively, discuss and take other possible action related to this item.
15. Consideration and possible action regarding approval of an agreement between the City of El Segundo and Southern California Edison (SCE) to implement El Segundo's Energy Efficiency Strategic Planning Activities Phase 3.
   (Fiscal Impact: $111,250 receipt of grant fund award)
   Recommendation – 1) Authorize the City Manager to execute an agreement with Southern California Edison (SCE), in a form approved by the City Attorney, for implementation of Energy Efficiency Strategic Plan, Phase 3 activities in El Segundo; 2) Alternatively, discuss and take other possible action related to this item.

16. Consideration and possible action to adopt a resolution approving the new City of El Segundo Emergency Operations Plan.
   (Fiscal Impact: None)
   Recommendation – 1) Adopt the attached resolution; 2) Alternatively, discuss and take other possible action related to this item.

F. NEW BUSINESS

17. Consideration and possible action to authorize the Mayor to execute a letter in response to a “cease and desist” letter received on October 1, 2013 and October 17, 2013 from Debra Geist alleging various violations of the Ralph M. Brown Act relating to City’s negotiations to lease out a portion of “the Lakes”
   Recommendation – 1) Receive and file the letters dated October 1, 2013 and October 15, 2013 alleging various violations of the Ralph M. Brown Act; 2) Authorize the Mayor to execute the draft response letter; 3) alternatively, discuss and take such additional, related, action that may be desirable.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS
Council Member Fellhauer –

Council Member Atkinson –

Council Member Fuentes –

Mayor Pro Tem Jacobson –

Mayor Fisher –

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

MEMORIALS –

CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:
DATE: 6-30-13
TIME: 2:50 pm
NAME: Cathy

10
Proclamation  
City of El Segundo, California

WHEREAS, In an effort to provide for children who otherwise might not experience the joy of the holiday season, the City of El Segundo Fire Department along with other Southland fire agencies, has participated in the Spark of Love program for the past twenty one years and has been a collection site for toys and food items donated during the holidays; and

WHEREAS, The ever upward spiraling cost of living burdens disadvantaged and displaced families who may not be able to give gifts during the holiday season without help from the Spark of Love program; and

WHEREAS, The true holiday spirit is reflected in unselfish giving and our thoughts and hearts go out to those less fortunate than ourselves; and

WHEREAS, In the past, with the help of civic-minded citizens who live and work in our community, hundreds of toys plus food items have been collected and distributed to children and families in El Segundo and other South Bay cities.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim November 25, 2013 through December 19, 2013 as the

Spark of Love
TOY DRIVE

The community is encouraged to support this holiday program by contributing toys and non-perishable foods to the El Segundo Fire Department, Fire Station No. 1 at 314 Main Street, during the period of November 25 through December 19, 2013.

Mayor Bill Fisher

Mayor Pro Tem Carl Jacobson

Council Member Dave Adkinson

Council Member Suzanne Fuentes

Council Member Marie Tellhauer
AGENDA DESCRIPTION:

RECOMMENDED COUNCIL ACTION:
1. Open the Public Hearing;
2. Take public testimony;
3. Discussion;
4. Waive Second Reading and adopt Ordinances incorporating the 2013 California Building, Electrical, Plumbing, Mechanical, Fire, Energy, Residential, and Green Building Codes; and/or
5. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1484 Adopting 2013 – California Building Code, Volumes I and II with amendments
2. Ordinance No. 1485 Adopting 2013 – California Electrical Code
3. Ordinance No. 1486 Adopting 2013 – California Plumbing Code with amendments
4. Ordinance No. 1487 Adopting 2013 – California Mechanical Code with amendments
5. Ordinance No. 1488 Adopting 2013 – California Fire Code with amendments
7. Ordinance No. 1490 Adopting 2013 – California Residential Code with amendments

FISCAL IMPACT: N/A
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Randell Kina, Senior Plan Check Engineer
Olivia Ortiz, License Permit Technician II
James Carver, Fire Marshal

REVIEWED BY: Sam Lee, Director of Planning and Building Safety
Kevin Smith, Fire Chief

APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

Every three years, the state of California adopts uniform codes related to construction standards. These uniform codes take effect January 1, 2014. Local agencies may adopt local amendments to the uniform codes based upon local conditions.

Background

Health and Safety Code § 17958 mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (set forth in Title 24 of California Code of Regulations) every three (3) years. Local governments are required to enforce these uniform codes after 180 days of the Codes’ publication. Local amendments are permissible based upon climate, topography, and geologic conditions of the local agency.

The following uniform codes are proposed for adoption by reference with amendments. If adopted, these codes will replace the prior editions of the model codes in the El Segundo Municipal Code Title 13.

- 2013 California Building Code
- 2013 California Electrical Code
- 2013 California Plumbing Code
- 2013 California Mechanical Code
- 2013 California Fire Code
- 2013 California Energy Code
- 2013 California Residential Code
- 2013 California Green Building Standards Code

Proposed Amendments to the State Model Codes

The California uniform codes provide the minimum construction standards. Both the Building & Safety Division and the Fire Department staff are proposing amendments to the California Building, Residential and Fire Codes. The amendments will affect construction of new buildings and additions to existing buildings. Staff is recommending amendments to the Building, Residential and Fire codes be adopted to protect the welfare of the occupants and to ensure the economic viability of the community.

Why the City Needs Building and Residential Code Amendments

The City of El Segundo is within the greater Los Angeles region which is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes. The amendments in the Building and Residential codes were first adopted and have been in the uniform codes since the 1997. The amendments emphasize that the design concern is for seismic-force-resisting elements and therefore need to be incorporated into the code to assure that new buildings and structures and additions or alterations to existing buildings or structures are designed and constructed in accordance with the
scope and objectives of the most recent International Building Code and local geological conditions. These amendments have been adopted by the Los Angeles Regional Uniform Code Program and have been incorporated in many of the Los Angeles County cities.

Additionally, voluntary earthquake mitigation standards have been incorporated in the new Building code. If adopted, building owners will have an option to use a city approved earthquake mitigation methodology to seismically upgrade their older buildings to a nationally recognized standard that will not only result in a more earthquake resistant building, but may mean lower insurance rates for our residents and business owners.

**Why the City Need Fire Code Amendments**

The fire code amendments continue requirements for mid-rise buildings from 4 stories to 75 feet in height, existing fire department access, water supply and general fire safety requirements that are not addressed in the 2013 California Fire Code. These amendments in the Fire Code were first adopted and have been in the uniform codes since the 1994. Also proposed this year are standards for building emergency radio communications and rooftop obstructions; installing roof top photovoltaic systems, roof gardens and landscaped roofs.

**Justification of Local Amendments**

The Building & Safety Division and the Fire Department are recommending that the above changes and modifications be made to the respective Codes and are advising that amendments are reasonably necessary due to local conditions in the City of El Segundo. Other modifications are of an administrative or procedural nature and concern themselves with subjects that are not covered by the Codes or are reasonably necessary to safeguard life and property within the City of El Segundo.

**Legal Review**

The City Attorney has approved the Ordinances as to form.

**Recommendation**

If the City Council adopts Ordinances, the most recent editions of the uniform Codes with the applicable amendments will be in effect within the City of El Segundo on January 1, 2014 as required by State law.
ORDINANCE NO. 1484

AN ORDINANCE INCORPORATING THE 2013 CALIFORNIA BUILDING CODE ("CBC") BY REFERENCE AND AMENDING THE CBC BASED UPON LOCAL CLIMATIC, TOPOGRAPHIC, AND GEOLOGICAL CONDITIONS.

The council of the city of El Segundo does ordain as follows:

SECTION 1: FINDINGS. The City Council finds and declares as follows:

A. Pursuant to Health & Safety Code § 17958.7, it is in the public interest to adopt the California Building Code ("CBC") with the changes set forth in this Ordinance.

B. Pursuant to the requirements of Health & Safety Code § 17958.7, the City Council finds that there are local geological conditions justifying the CBC amendments set forth below.

C. The City of El Segundo and the greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes including, without limitation, to the 1994 Northridge Earthquake. The proposed modifications emphasize that the design concern is for seismic-force-resisting elements and therefore need to be incorporated into the CBC to ensure that new buildings and structures and additions or alterations to existing buildings or structures are designed and constructed in accordance with the scope and objectives of the International Building Code. Experts predict a major earthquake in Southern California within the next 50 years. This situation creates the need for both additional fire protection measures and automatic on-site fire protection of building occupants since a multitude of fires may result from breakage of gas and electric lines as a result of an earthquake. After due consideration, the City Council finds and determines that due to local climatic, geological, or topographical conditions, the structural and fire protection amendments to the 2013 CBC are necessary to give buildings a reasonable degree of structural integrity and fire life safety to help protect public health and safety in the event of a seismic event;

D. Additional amendments have been made to Codes are found to be either administrative or procedural in nature or concern themselves with subjects not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes enforced by the City.
E. The specific amendments of the CBC that fulfill these requirements are:

1. Amend CBC § 105.2 Work exempt from permit
2. Amend CBC § 105.3.2 Expiration of Plan Check
3. Amend CBC § 105.5 Expiration of Permits
4. Add CBC § 109.7 Re-inspections
5. Amend CBC § 113.3 Board of appeals
6. Add CBC § 1613.6 Building Separation
7. Add CBC § 1613.7 Values for Vertical Combinations
8. Add CBC § 1613.8 Sub-diaphragm
9. Add CBC § 1613.10 Suspended Ceiling
10. Amend CBC § 1704.5 Structural Observation General
11. Amend CBC § 1704.5.1 Structural Observation Seismic
12. Amend CBC § 1705.3 Special Inspection-Concrete Construction
13. Amend CBC § 1705.3 Special Inspection-Anchors in Concrete
14. Amend CBC § 1705.11 Seismic Resistance Inspection
15. Amend CBC § 1711.1.1 Joist Hangers
16. Amend CBC § 1711.1.2 Joist Hangers
17. Amend CBC § Chapter 35 ASTM reference standards
18. Amend CBC § 1807.1.4 Permanent Wood Foundation Systems
19. Amend CBC § 1807.1.6 Prescriptive Design of Foundation walls
20. Amend CBC § 1809.3 Stepped Footings
21. Amend CBC § 1809.7 and Table 1809.7 Prescriptive Footing for Light Frame Construction
22. Amend CBC § 1809.12 Timber Footings
23. Amend CBC § 1810.3.2.4 Timber
24. Amend CBC § 1905.1.3 Wall Pier
25. Amend CBC § 1905.1.8 Minimum Reinforcement
26. Amend CBC § 1905.1. Reinforcement
27. Amend CBC § 2304.9.1 Fastener Requirements
28. Amend CBC § 2304.11.7 Wood Retaining Walls
29. Amend CBC § 2305.4 Quality of Nails
30. Amend CBC § 2305.5 Hold-down Connectors
31. Amend CBC § 2306.2 Wood-frame Diaphragms
32. Amend CBC § 2307.2 Wood-frame Shear Walls
33. Amend CBC § 2308.3.4 Brace Wall Line Support
34. Amend CBC § 2308.9.3 Alternate Bracing
35. Amend CBC § 2308.12.4 Brace Wall Sheathing
36. Amend CBC § 2308.12.5 Attachment of Sheathing
37. Amend Appendix J § J 101 by adding a new § J 101.4 Protection of Adjacent Properties
38. Amend Appendix J § J 101 by adding a new § J 101.4 Safety Precautions
39. Amend Appendix J § J 101 by adding a new § J 101.5 Protection of Utilities
40. Amend Appendix J § J 103.2 Exemptions item 1 and add 1-A
F. At least one copy of the CBC was filed with the City Clerk and was available for public inspection for at least fifteen (15) days preceding the date of the hearing.

SECTION 2: El Segundo Municipal Code ("ESMC") § 13-1-1 is amended in its entirety to read as follows:


SECTION 3: ESMC § 13-1-2 is amended in its entirety to amend the California Building Code, including the adopted appendices, to read as follows:

"13-1-2: AMENDMENTS TO THE CODE:

Subsection 14 is added to § 105.2 of Division II of Chapter 1 of the CBC as follows:

Section 105.2 Work exempt from permit.

14. Block wall and concrete fences not over 3 ft 6 inches.

Section 105.3.2 of Division II of Chapter 1 of the CBC is amended to read as follows:

SECTION 105.3.2 EXPIRATION OF PLAN CHECK.

An application for a permit for any proposed work is deemed abandoned 12 months after the application date. Unless otherwise provided, after
expiration of the application, the City will not issue a permit until the plans are rechecked and approved and a new fee is paid.

**EXCEPTION:** The Building Official may grant extensions of time if a permit applicant submits in writing sufficient evidence that unusual conditions or circumstances precluded the securing of the permit within the allocated time.

Section 105.5 of Division II of Chapter 1 of the CBC is amended to read as follows:

**SECTION 105.5 EXPIRATION OF PERMITS.**

Except as otherwise provided, every permit issued by the City is valid for a period of three (3) years. However, if work authorized by permit fails to commence within 180 days after the permit is issued, the permit expires. Additionally, the permit expires if the Building Official determines that work was suspended, discontinued, or abandoned for a continuous 180 days.

**EXCEPTION:** The Building Official may grant extensions of time if a permit applicant submits in writing sufficient evidence that unusual conditions or circumstances precluded from the work being completed. An extension of time may require conditions of approval and additional fees.

Section 109.7 of Division II of Chapter 1 of the CBC is added to read as follows:

**Section 109.7 Re-inspections.**

A re-inspection fee in the amount set by City Council resolution may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is incomplete or when required corrections are not made. This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until required fees have been paid.
Section 113.3 of Division II of Chapter 1 of the CBC is amended to read as follows:

Section 113.3 Board of Appeals.

The board of appeals consists of members of the Planning Commission. The term of a board of appeals member will coincide with the term of service as a Planning Commissioner and will terminate should the member cease serving as a Planning Commissioner. The building official is the secretary to the board. The board may adopt reasonable rules and regulations for conducting its investigations and will render all its decisions and findings on contested matters, in writing to the building official, with a duplicate copy for any appellant or contestant affected by such decision or finding, and may recommend to the city council appropriate new legislation.

Three members of the board constitute a quorum. The Planning Chairperson is the board's chairperson and in the chairperson's absence the board will select a temporary chairperson.

The city will assess a $250.00 charge, or a higher amount set by resolution, at the time that an appellant file appeal of any order, decisions, or determination made by the building official relative to the application and interpretation of this code. The filing fee is refundable should the appellant prevail in a decision by the board. The appeal must be taken by filing a written notice of appeal, in letterform, to the board of appeals. The board's decision constitutes the city's final decision.
Section 1613.6 of Division II of Chapter 1 of the CBC is added to read as follows:

1613.6 ASCE 7, 12.12.3
Modify ASCE 7 Equation 12.12-1 of Section 12.12.3 to read as follows:

$$\delta_M = \frac{C_d \delta_{\text{max}}}{I_r}$$  \hspace{1cm} (12.12-1)

Section 1613.7 of Division II of Chapter 1 of the CBC is added to read as follows:

1613.7 ASCE 7, 12.2.3.1, Exception 3.
Modify ASCE 7 Section 12.2.3.1 Exception 3 to read as follows:

3. Detached one- and two-family dwellings up to two stories in height of light frame construction.
Section 1613.8 of Division II of Chapter 1 of the CBC is added to read as follows:

1613.8 ASCE 7 12.11.2.2.3 Wood Diaphragms.
In wood diaphragms, the continuous ties are in addition to the diaphragm sheathing. Anchorage cannot be accomplished by use of toe nails or nails subject to withdrawal nor may wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing cannot be considered effective as providing ties or struts required by this section.

For structures assigned to Seismic Design Category D, E or F, wood diaphragms supporting concrete or masonry walls shall comply with the following:

1. The spacing of continuous ties cannot exceed 40 feet. Added chords of diaphragms may be used to form subdiaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the subdiaphragm cannot exceed 75% of the maximum diaphragm shear.
Section 1613.10 of Division II of Chapter 1 of the CBC is added to read as follows:

1613.10 Suspended Ceilings.
Minimum design and installation standards for suspended ceilings are determined in accordance with the requirements of Section 2506.2.1 of this Code and this section.

1613.10.1 Scope. This part contains special requirements for suspended ceilings and lighting systems. Provisions of Section 13.5.6 of ASCE 7-10 apply except as modified by this Section.

1613.10.2 General. The suspended ceilings and lighting systems are limited to 6 feet (1828 mm) below the structural deck unless the lateral bracing is designed by a licensed engineer or architect.

1613.10.3 Sprinkler Heads. All sprinkler heads (drops) except fire-resistance-rated floor/ceiling or roof/ceiling assemblies, must be designed to allow for free movement of the sprinkler pipes with oversize rings, sleeves or adaptors through the ceiling tile. Sprinkler heads and other penetrations shall have a 2 in. (50mm) oversize ring, sleeve, or adapter through the ceiling tile to allow for free movement of at least 1 in. (25mm) in all horizontal directions. Alternatively, a swing joint that can accommodate 1 in. (25 mm) of ceiling movement in all horizontal directions is permitted to be provided at the top of the sprinkler head extension.

Sprinkler heads penetrating fire-resistance-rated floor/ceiling or roof/ceiling assemblies shall comply with Section 714 of this Code.

1613.10.4 Special Requirements for Means of Egress. Suspended ceiling assemblies located along means of egress serving an occupant load of 30 or more must comply with the following provisions.

1613.10.4.1 General. Ceiling suspension systems must be connected and braced with vertical hangers attached directly to the structural deck along the means of egress serving an occupant load of 30 or more and at lobbies accessory to Group A Occupancies. Spacing of vertical hangers cannot exceed 2 feet (610 mm) on center along the entire length of the suspended ceiling assembly located along the means of egress or at the lobby.

1613.10.4.2 Assembly Device. All lay-in panels must be secured to the suspension ceiling assembly with two hold-down clips minimum for each tile within a 4-foot (1219 mm) radius of the exit lights and exit signs.
1613.10.4.3 Emergency Systems. Independent supports and braces must be provided for light fixtures required for exit illumination. Power supply for exit illumination must comply with the requirements of Section 1006.3 of this Code.

1613.10.4.4 Supports for Appendage. Separate support from the structural deck must be provided for all appendages such as light fixtures, air diffusers, exit signs, and similar elements.
Section 1704.5 of Division II of Chapter 1 of the CBC is amended to read as follows:

**1704.5 Structural Observations.**
Where required by the provisions of Section 1704.5.1 or 1704.5.2, the owner must employ a structural observer to perform structural observations as defined in Section 1702. The structural observer must be one of the following individuals:

1. The registered design professional responsible for the structural design, or

2. A registered design professional designated by the registered design professional responsible for the structural design.

Before the commencement of observations, the structural observer must submit to the building official a written statement identifying the frequency and extent of structural observations.

The owner or owner’s representative must coordinate and call a preconstruction meeting between the structural observer, contractors, affected subcontractors and special inspectors. The structural observer must preside over the meeting. The purpose of the meeting must be to identify the major structural elements and connections that affect the vertical and lateral load resisting systems of the structure and to review scheduling of the required observations. A record of the meeting must be included in the report submitted to the building official.

Observed deficiencies must be reported in writing to the owner or owner’s representative, special inspector, contractor and the building official. Upon the form prescribed by the building official, the structural observer must submit to the building official a written statement at each significant construction stage stating that the site visits have been made and identifying any reported deficiencies which, to the best of the structural observer’s knowledge, have not been resolved. A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the building official.
Section 1704.5.1 of Division II of Chapter 1 of the CBC is amended to read as follows:

1704.5.1 Structural observations for seismic resistance.
Structural observations must be provided for those structures assigned to Seismic Design Category D, E or F, where one or more of the following conditions exist:

1. The structure is classified as Risk Category III or IV in accordance with Table 1604.5.

2. The height of the structure is greater than 75 feet (22860 mm) above the base.

3. The structure is classified as Risk Category I or II in accordance with Table 1604.5, and a lateral design is required for the structure or portion thereof.

Exception: One-story wood framed Group R-3 and Group U Occupancies less than 2,000 square feet in area, provided the adjacent grade is not steeper than 1 unit vertical in 10 units horizontal (10% sloped), assigned to Seismic Design Category D.

4. When so designated by the registered design professional responsible for the structural design.

5. When such observation is specifically required by the building official.
Section 1705.3 of Division II of Chapter 1 of the CBC is amended to read as follows:

1705.3 Concrete Construction.
The special inspections and verifications for concrete construction must be as required by this section and Table 1705.3.

Exceptions: Special inspection cannot be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.

2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:

2.1. The footings support walls of light-frame construction;

2.2. The footings are designed in accordance with Table 1805.4.2; or

2.3. The structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.

3. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 psi (1.03 Mpa).

4. Concrete patios, driveways and sidewalks, on grade.
Table 1705.3 of Division II of Chapter 1 of the CBC is amended to read as follows:

**TABLE 1705.3**

**REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION**

<table>
<thead>
<tr>
<th>VERIFICATION AND INSPECTION</th>
<th>CONTINUOUS</th>
<th>PERIODIC</th>
<th>REFERENCE STANDARD&lt;sup&gt;a&lt;/sup&gt;</th>
<th>IBC REFERENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Inspection of anchors cast in concrete where allowable loads have been increased or where strength design is used.</td>
<td></td>
<td>X</td>
<td>ACI 318: D.9.2</td>
<td>1908.5,</td>
</tr>
<tr>
<td>4. Inspection of anchors post-installed in hardened concrete members&lt;sup&gt;b&lt;/sup&gt;.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.</td>
<td></td>
<td>X</td>
<td>ACI 318: D.9.2.4</td>
<td></td>
</tr>
<tr>
<td>b. Mechanical anchors and adhesive anchors not defined in 4.a.</td>
<td>X</td>
<td>X</td>
<td>ACI 318: D.9.2</td>
<td></td>
</tr>
</tbody>
</table>

<sup>b</sup> Specific requirements for special inspection must be included in the research report for the anchor issued by an approved source in accordance with ACI 355.2 D.9.2 in ACI 318, or other qualification procedures. Where specific requirements are not provided, special inspection requirements must be specified by the registered design professional and must be approved by the building official before the commencement of the work.

*(Portions of table not shown remain unchanged.)*
Exception 3 of Section 1705.11 of Division II of Chapter 1 of the CBC is amended to read as follows:

1705.11 Special inspections for seismic resistance.
Special inspections itemized in Sections 1705.11.1 through 1705.11.8, unless exempted by the exceptions of Section 1704.2, are required for the following:

1. The seismic force-resisting systems in structures assigned to Seismic Design Category C, D, E or F in accordance with Sections 1705.11.1 through 1705.11.3, as applicable.

2. Designated seismic systems in structures assigned to Seismic Design Category C, D, E or F in accordance with Section 1705.11.4.

3. Architectural, mechanical and electrical components in accordance with Sections 1705.11.5 and 1705.11.6.

4. Storage racks in structures assigned to Seismic Design Category D, E or F in accordance with Section 1705.11.7.

5. Seismic isolation systems in accordance with Section 1705.11.8.

Exception: Special inspections itemized in Sections 1705.11.1 through 1705.11.8 are not required for structures designed and constructed in accordance with one of the following:

1. The structure consists of light-frame construction; the design spectral response acceleration at short periods, $S_{DS}$, as determined in Section 1613.3.4, does not exceed 0.5; and the building height of the structure does not exceed 35 feet (10 668 mm).

2. The seismic force-resisting system of the structure consists of reinforced masonry or reinforced concrete; the design spectral response acceleration at short periods, $S_{DS}$, as determined in Section 1613.3.4, does not exceed 0.5; and the building height of the structure does not exceed 25 feet (7620 mm).

3. The structure is a detached one- or two-family dwelling not exceeding two stories above grade plane, is not assigned to Seismic Design Category D, E or F and does not have any of the following horizontal or vertical irregularities in accordance with Section 12.3 of ASCE 7:
3.1 Torsional or extreme torsional irregularity.

3.2 Nonparallel systems irregularity.

3.3 Stiffness-soft story or stiffness-extreme soft story irregularity.

3.4 Discontinuity in lateral strength-weak story irregularity.

Section 1711.1.1 of Division II of Chapter 1 of the CBC is amended to read as follows:

1711.1.1 General.
The vertical load-bearing capacity, torsional moment capacity and deflection characteristics of joist hangers must be determined in accordance with ASTM D 1761 and ASTM D 7147 as specified below using lumber having a specific gravity of 0.49 or greater, but not greater than 0.55, as determined in accordance with AF&PA NDS for the joist and headers.

Exception: The joist length cannot be required to exceed 24 inches (610 mm).

Section 1711.1.2 of Division II of Chapter 1 of the CBC is amended to read as follows:

1711.1.2 Vertical load capacity for joist hangers.
The vertical load-bearing capacity for the joist hanger must be determined by testing a minimum of three joist hanger assemblies as specified in ASTM D 1761 or ASTM D 7147. If the ultimate vertical load for any one of the tests varies more than 20 percent from the average ultimate vertical load, at least three additional tests must be conducted. The allowable vertical load-bearing of the joist hanger must be the lowest value determined from the following:

1. The lowest ultimate vertical load for a single hanger from any test divided by three (where three tests are conducted and each ultimate vertical load does not vary more than 20 percent from the average ultimate vertical load).
2. The average ultimate vertical load for a single hanger from all tests divided by three (where six or more tests are conducted).

3. The average from all tests of the vertical loads that produce a vertical movement of the joist with respect to the header of 1/8 inch (3.2 mm).

4. The sum of the allowable design loads for nails or other fasteners utilized to secure the joist hanger to the wood members and allowable bearing loads that contribute to the capacity of the hanger.

5. The allowable design load for the wood members forming the connection.
Chapter 35 of Division II of Chapter 1 of the CBC is amended to read as follows:

Amend the Reference Standards in Chapter 35 for ASTM as follows:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
<th>Section Numbers</th>
</tr>
</thead>
</table>

Section 1807.1.4 of Division II of Chapter 1 of the CBC is amended to read as follows:

**1807.1.4 Permanent wood foundation systems.**

Permanent wood foundation systems must be designed and installed in accordance with AF&PA PWF. Lumber and plywood must be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B and Section 5.2) and must be identified in accordance with Section 2303.1.8.1. Permanent wood foundation systems cannot be used for structures assigned to Seismic Design Category D, E or F.

Section 1807.1.6 of Division II of Chapter 1 of the CBC is amended to read as follows:

**1807.1.6 Prescriptive design of concrete and masonry foundation walls.**

Concrete and masonry foundation walls that are laterally supported at the top and bottom must be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls cannot be used for structures assigned to Seismic Design Category D, E or F.
Section 1809.3 of Division II of Chapter 1 of the CBC is amended to read as follows:

**1809.3 Stepped footings.**

The top surface of footings must be level. The bottom surface of footings must be permitted to have a slope not exceeding one unit vertical in 10 units horizontal (10-percent slope). Footings must be stepped where it is necessary to change the elevation of the top surface of the footing or where the surface of the ground slopes more than one unit vertical in 10 units horizontal (10-percent slope).

For structures assigned to Seismic Design Category D, E or F, the stepping requirement must also apply to the top surface of grade beams supporting walls. Footings must be reinforced with four No. 4 rebar. Two bars must be placed at the top and bottom of the footings as shown in Figure 1809.3.

![Stepped Footing Diagram](image)

**FIGURE 1809.3**

**STEPPED FOOTING**
Section 1809.7 and Table 1809.7 of Division II of Chapter 1 of the CBC are amended to read as follows:

**1809.7 Prescriptive footings for light-frame construction.**
Where a specific design is not provided, concrete or masonry-unit footings supporting walls of light-frame construction must be permitted to be designed in accordance with Table 1809.7. Prescriptive footings in Table 1809.7 cannot exceed one story above grade plane for structures assigned to Seismic Design Category D, E or F.

**TABLE 1809.7**
**PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION**

<table>
<thead>
<tr>
<th>NUMBER OF FLOORS SUPPORTED BY THE FOOTING</th>
<th>WIDTH OF FOOTING (inches)</th>
<th>THICKNESS OF FOOTING (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>15</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>18</td>
<td>8 g</td>
</tr>
</tbody>
</table>

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm

a. Depth of footings must be in accordance with Section 1809.4.

b. The ground under the floor must be permitted to be excavated to the elevation of the top of the footing.

c. **Not Adopted.**

d. See Section 1908 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.

e. For thickness of foundation walls, see Section 1807.1.6.

f. Footings must be permitted to support a roof addition to the stipulated number of floors. Footings supporting roof only must be as required for supporting one floor.
Section 1809.12 of Division II of Chapter 1 of the CBC is amended to read as follows:

**1809.12 Timber footings.**

Timber footings must be permitted for buildings of Type V construction and as otherwise approved by the building official. Such footings must be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B). Treated timbers are not required where placed entirely below permanent water level, or where used as capping for wood piles that project above the water level over submerged or marsh lands. The compressive stresses perpendicular to grain in untreated timber footing supported upon treated piles cannot exceed 70 percent of the allowable stresses for the species and grade of timber as specified in the AF&PA NDS. Timber footings cannot be used in structures assigned to Seismic Design Category D, E or F.
Section 1810.3.2.4 of Division II of Chapter 1 of the CBC is amended to read as follows:

1810.3.2.4 Timber.
Timber deep foundation elements must be designed as piles or poles in accordance with AF&PA NDS. Round timber elements must conform to ASTM D 25. Sawn timber elements must conform to DOC PS-20. Timber cannot be used in structures assigned to Seismic Design Category D, E or F.
Section 1905.1.3 of Division II of Chapter 1 of the CBC is amended to read as follows:

1905.1.3 ACI 318, Section 21.4.
Modify ACI 318, Section 21.4, by renumbering Section 21.4.3 to become 21.4.4 and adding new Sections 21.4.3, 21.4.5, 21.4.6 and 21.4.7 to read as follows:

21.4.3 – Connections that are designed to yield must be capable of maintaining 80 percent of their design strength at the deformation induced by the design displacement or must use Type 2 mechanical splices.

21.4.4 – Elements of the connection that are not designed to yield must develop at least 1.5 $S_y$.

21.4.5 – In structures assigned to Seismic Design Category D, E or F, intermediate precast wall panels and wall piers must be designed in accordance with Section 21.9 or 21.13.

21.4.6 – Wall piers not designed as part of a moment frame in buildings assigned to Seismic Design Category C must have transverse reinforcement designed to resist the shear forces determined from 21.3.3. Spacing of transverse reinforcement cannot exceed 8 inches (203 mm). Transverse reinforcement must be extended beyond the pier clear height for at least 12 inches (305 mm).

Exceptions:


2. Wall piers along a wall line within a story where other shear wall segments provide lateral support to the wall piers and such segments have a total stiffness of at least six times the sum of the stiffnesses of all the wall piers.

21.4.7 – Wall segments with a horizontal length-to-thickness ratio less than 2.5 must be designed as columns.

Section 1905.1.8 of Division II of Chapter 1 of the CBC is amended to read as follows:

1905.1.8 ACI 318, Section 22.10.
Delete ACI 318, Section 22.10, and replace with the following:
22.10 – Plain concrete in structures assigned to Seismic Design Category C, D, E or F.

22.10.1 – Structures assigned to Seismic Design Category C, D, E or F cannot have elements of structural plain concrete, except as follows:

(a) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

(c) Plain concrete footings supporting walls are permitted provided the footings have at least two continuous longitudinal reinforcing bars. Bars cannot be smaller than No. 4 and must have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar must be provided at the top and bottom of the footing. Continuity of reinforcement must be provided at corners and intersections.

Section 1905.1 of Division II of Chapter 1 of the CBC is amended and Sections 1905.1.10 thru 1905.1.12 are added to Chapter 19 of Division II of Chapter 1 of the CBC to read as follows:

1905.1 General.
The text of ACI 318 must be modified as indicated in Sections 1905.1.1 through 1905.1.12.

1905.1.10 ACI 318, Section 21.6.4.
Modify ACI 318, Section 21.6.4, by adding Section 21.6.4.8 and 12.6.4.9 as follows:

21.6.4.8 Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 21.6.4.1, Items (a) through (c), over the full height of the member.

21.6.4.9 – At any section where the design strength, $\varphi P_n$, of the column is less than the sum of the shears $V_e$ computed in accordance with ACI 318 Sections 21.5.4.1 and 21.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 21.6.4.1 through 21.6.4.3 must be provided. For beams framing into opposite sides of the column, the moment components are permitted to be assumed to be of opposite sign. For the determination of the design strength, $\varphi P_n$, of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis.

1905.1.11 ACI 318, Section 21.9.4.
Modify ACI 318, Section 21.9.4, by adding Section 21.9.4.6 as follows:

21.9.4.6 – Walls and portions of walls with \( P_r > 0.35P_o \) cannot be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls must conform to the requirements of ACI 318 Section 21.13.

1905.1.12 ACI 318, Section 21.11.6.
Modify ACI 318, by adding Section 21.11.6.1 as follows:

21.11.6.1 Collector and boundary elements in topping slabs placed over precast floor and roof elements cannot be less than 3 inches (76 mm) or 6 \( d_b \) in thickness, where \( d_b \) is the diameter of the largest reinforcement in the topping slab.
Section 2304.9.1 of Division II of Chapter 1 of the CBC is amended to read as follows:

2304.9.1 Fastener requirements.
Connections for wood members must be designed in accordance with the appropriate methodology in Section 2301.2. The number and size of fasteners connecting wood members cannot be less than that set forth in Table 2304.9.1. Staple fasteners in Table 2304.9.1 cannot be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

Section 2304.11.7 of Division II of Chapter 1 of the CBC is amended to read as follows:

2304.11.7 Wood used in retaining walls and cribs.
Wood installed in retaining or crib walls must be preservative treated in accordance with AWPA U1 (Commodity Specifications A or F) for soil and fresh water use. Wood cannot be used in retaining or crib walls for structures assigned to Seismic Design Category D, E or F.
Section 2305.4 of Division II of Chapter 1 of the CBC is amended to read as follows:

2305.4 Quality of Nails.
In Seismic Design Category D, E or F, mechanically driven nails used in wood structural panel shear walls must meet the same dimensions as that required for hand-driven nails, including diameter, minimum length and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.
Section 2305.5 of Division II of Chapter 1 of the CBC is added to Chapter 23 to read as follows:

2305.5 Hold-down connectors.
In Seismic Design Category D, E or F, hold-down connectors must be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing must require steel plate washers on the post on the opposite side of the anchorage device. Plate size must be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Hold-down connectors must be tightened to finger tight plus one half (1/2) wrench turn just before covering the wall framing.
Section 2306.2 of Division II of Chapter 1 of the CBC is amended to read as follows:

2306.2 Wood-frame diaphragms.
Wood-frame diaphragms must be designed and constructed in accordance with AF&PA SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AF&PA SDPWS must be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) must only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Exception: [DSA-SS, DSA-SS/CC and OSHPD 1, 2 & 4] Wood structural panel diaphragms using staples as fasteners are not permitted by DSA and OSHPD.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E or F must be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

Section 2306.3 of Division II of Chapter 1 of the CBC is amended and Section 2307.2 is added to read as follows:

2306.3 Wood-frame shear walls.
Wood-frame shear walls must be designed and constructed in accordance with AF&PA SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AF&PA SDPWS must include the following:

1. Wood structural panel thickness for shear walls cannot be less than 3/8 inch thick and studs cannot be spaced at more than 16 inches on center.

2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E or F is 400 pounds per linear foot (plf).
Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Where shear design values using allow stress design (ASD) exceed 350 plf or load and resistance factor design (LRFD) exceed 500 plf, all framing members receiving edge nailing from abutting panels cannot be less than a single 3-inch nominal member, or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing must be staggered at all panel edges. See Section 4.3.6.1 and 4.3.6.4.3 of AF&PA SDPWS for sill plate size and anchorage requirements.

4. Nails must be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails must be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting members for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

5. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AF&PA SDPWS cannot be used below the top level in a multi-level building for structures.

Where panels are fastened to framing members with staples, requirements and limitations of AF&PA SDPWS must be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) must only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.3(1) and 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 must be permitted to use design values for Plywood Siding in the AF&PA SDPWS.
**Exception: [DSA-SS 7DSA-SS/CC and OSHPD 1, 2 &4]** Wood structural panel shear walls using staples as fasteners are not permitted by DSA and OSHPD.

**2307.2 Wood-frame shear walls.** Wood-frame shear walls must be designed and constructed in accordance with Section 2306.3 as applicable.
Section 2308.3.4 of Chapter 23 of Division II of Chapter 1 of the CBC is amended to read as follows:

2308.3.4 Braced wall line support.
   Braced wall lines must be supported by continuous foundations.

Exception: For structures with a maximum plan dimension not over 50 feet (15240 mm), continuous foundations are required at exterior walls only for structures assigned to Seismic Design Category A, B, or C.
Section 2308.9.3.1, Section 2308.9.3.2 and Figure 2308.9.3.2 of the 2013 Edition of the California Building Code are amended to read as follows:

2308.9.3.1 Alternative bracing.
Any bracing required by Section 2308.9.3 is permitted to be replaced by the following:

1. In one-story buildings, each panel must have a length of not less than 2 feet 8 inches (813 mm) and a height of not more than 10 feet (3048 mm). Each panel must be sheathed on one face with 3/8-inch-minimum-thickness (9.5 mm) wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Table 2304.9.1 and blocked at wood structural panel edges. For structures assigned to Seismic Design Category D or E, each panel must be sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports. Two anchor bolts installed in accordance with Section 2308.6 must be provided in each panel. Anchor bolts must be placed at each panel outside quarter points. Each panel end stud must have a tie-down device fastened to the foundation, capable of providing an approved uplift capacity of not less than 1,800 pounds (8006 N). The tie-down device must be installed in accordance with the manufacturer's recommendations. The panels must be supported directly on a foundation or on floor framing supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation must be reinforced with not less than one No. 4 bar top and bottom.

Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing or turned down slab edge is permitted at door openings in the braced wall line. This continuous footing or turned down slab edge must be reinforced with not less than one No. 4 bar top and bottom. This reinforcement must be lapped 15 inches (381 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

2. In the first story of two-story buildings, each wall panel must be braced in accordance with Section 2308.9.3.1, Item 1, except that the wood structural panel sheathing must be provided on both faces, three anchor bolts must be placed at one-quarter points, and tie-down device uplift capacity cannot be less than 3,000 pounds (13 344 N).

2308.9.3.2 Alternate bracing wall panel adjacent to a door or window opening.
Any bracing required by Section 2308.9.3 may be replaced by the following when used adjacent to a door or window opening with a full-length header:
1. In one-story buildings, each panel must have a length of not less than 16 inches (406 mm) and a height of not more than 10 feet (3048 mm). Each panel must be sheathed on one face with a single layer of 3/8 inch (9.5 mm) minimum thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Figure 2308.9.3.2. For structures assigned to Seismic Design Category D or E, each panel must be sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports and in accordance with Figure 2308.9.3.2. The wood structural panel sheathing must extend up over the solid sawn or glued-laminated header and must be nailed in accordance with Figure 2308.9.3.2. A built-up header consisting of at least two 2 × 12s and fastened in accordance with Item 24 of Table 2304.9.1 must be permitted to be used. A spacer, if used, must be placed on the side of the built-up beam opposite the wood structural panel sheathing. The header must extend between the inside faces of the first full-length outer studs of each panel. The clear span of the header between the inner studs of each panel must be not less than 6 feet (1829 mm) and not more than 18 feet (5486 mm) in length. A strap with an uplift capacity of not less than 1,000 pounds (4,400 N) must fasten the header to the inner studs opposite the sheathing. One anchor bolt not less than 5/8 inch (15.9 mm) diameter and installed in accordance with Section 2308.6 must be provided in the center of each sill plate. The studs at each end of the panel must have a tie-down device fastened to the foundation with an uplift capacity of not less than 4,200 pounds (18 480 N).

Where a panel is located on one side of the opening, the header must extend between the inside face of the first full-length stud of the panel and the bearing studs at the other end of the opening. A strap with an uplift capacity of not less than 1,000 pounds (4400 N) must fasten the header to the bearing studs. The bearing studs must also have a tie-down device fastened to the foundation with an uplift capacity of not less than 1,000 pounds (4400 N).

The tie-down devices must be an embedded strap type, installed in accordance with the manufacturer's recommendations. The panels must be supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation must be reinforced with not less than one No. 4 bar top and bottom.

Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing or turned down slab edge is permitted at door openings in the braced wall line. This continuous footing or turned down slab edge
must be reinforced with not less than one No. 4 bar top and bottom. This reinforcement must be lapped not less than 15 inches (381 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

2. In the first story of two-story buildings, each wall panel must be braced in accordance with Item 1 above, except that each panel must have a length of not less than 24 inches (610 mm).
Table 2308.12.4 of Division II of Chapter 1 of the CBC is amended to read as follows:

<table>
<thead>
<tr>
<th>CONDITION</th>
<th>SHEATHING TYPE(^b)</th>
<th>(S_{DS} &lt; 0.50)</th>
<th>(0.50 \leq S_{DS} &lt; 0.75)</th>
<th>(0.75 \leq S_{DS} \leq 1.00)</th>
<th>(S_{DS} &gt; 1.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Story</td>
<td>G-P(^c)</td>
<td>43</td>
<td>59</td>
<td>75</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>S-W(^d)</td>
<td>21</td>
<td>32</td>
<td>37</td>
<td>48</td>
</tr>
</tbody>
</table>

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. Minimum length of panel bracing of one face of the wall for S-W sheathing must be at least 4'-0" long or both faces of the wall for G-P sheathing must be at least 8'-0" long; h/w ratio cannot exceed 2:1. For S-W panel bracing of the same material on two faces of the wall, the minimum length is permitted to be one-half the tabulated value but the h/w ratio cannot exceed 2:1 and design for uplift is required. The 2:1 h/w ratio limitation does not apply to alternate braced wall panels constructed in accordance with Section 2308.9.3.1 or 2308.9.3.2. Wall framing to which sheathing used for bracing is applied must be nominal 2 inch wide [actual 11/2 inch (38 mm)] or larger members and spaced a maximum of 16 inches on center. Braced wall panel construction types cannot be mixed within a braced wall line.

b. G-P = gypsum board, portland cement plaster or gypsum sheathing boards;
S-W = wood structural panels

c. Nailing as specified below must occur at all panel edges at studs, at top and bottom plates and, where occurring, at blocking:
   For 1/2-inch gypsum board, 5d (0.113 inch diameter) cooler nails at 7 inches on center;
   For 5/8-inch gypsum board, No 11 gage (0.120 inch diameter) cooler nails at 7 inches on center;
   For gypsum sheathing board, 1-3/4 inches long by 7/16-inch head, diamond point galvanized nails at 4 inches on center;
   For gypsum lath, No. 13 gage (0.092 inch) by 1-1/8 inches long, 19/64-inch head, plasterboard at 5 inches on center;
   For Portland cement plaster, No. 11 gage (0.120 inch) by 1 1/2 inches long, 7/16-inch head at 6 inches on center;

d. S-W sheathing must be a minimum of 15/32" thick nailed with 8d common placed 3/8 inches from panel edges and spaced not more than 6 inches on center and 12 inches on center along intermediate framing members.
Section 2308.12.5 of Division II of Chapter 1 of the CBC is amended to read as follows:

**2308.12.5 Attachment of sheathing.**

Fastening of braced wall panel sheathing cannot be less than that prescribed in Table 2308.12.4 or 2304.9.1. Wall sheathing cannot be attached to framing members by adhesives. Staple fasteners in Table 2304.9.1 cannot be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

**Exception:** Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

All braced wall panels must extend to the roof sheathing and must be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels must be laterally braced at each top corner and at maximum 24 inches (6096 mm) intervals along the top plate of discontinuous vertical framing.

Amend Appendix J section J 101 of Division II of Chapter 1 of the CBC by adding a new section J 101.3 Protection of Adjacent Properties that reads as follows:

**J 101.3 Protection of Adjacent Properties**

The owner and permittee of any property on which grading has been performed and that requires a grading permit is responsible for the prevention of damage to adjacent property and no person must excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking or other damage that might result. Special precautions approved by the building official must be made to prevent imported or exported materials from being deposited on the adjacent public way and/or drainage courses. A 30 day excavation notice must be provided as required by California Civil Code Section 829-834 when the excavation is of sufficient depth and proximity to adjacent lot structures.

Amend Appendix J section J 101 of Division II of Chapter 1 of the CBC by adding a new section J101.4 Safety Precautions that reads as follows:

**J101.4 Safety Precautions**

1. General
   a) If at any stage of work on an excavation or fill, the building official determines that the work has become or is likely to become dangerous to any person, or is likely to endanger any property,
public or private, the building official must be authorized to require safety precautions to be immediately taken by the property owner as a condition to continuing such permitted work or to require cessation thereof forthwith unless and until it is made safe and to amend the plans for such work.

b) Safety precautions may include, without limitation, specifying a flatter exposed slope or construction of additional drainage facilities, berms, terracing, compaction, cribbing, retaining walls or buttress fills, slough walls, desilting basins, check dams, benching, wire mesh and guniting, rock fences, revetments or diversion walls.

c) Upon the determination of the building official that such safety precautions during grading are necessary, the building official must provide a notice and order to the permittee to implement same. After receiving such notice, oral or written, it is unlawful for the permittee or any person to proceed with such work contrary to such order.

2. Removal of Ground Cover
   a) The existing vegetative ground cover of any watershed in any hillside area cannot be destroyed, removed or damaged except for routine maintenance pursuant to lawful grading, use or occupancy of the property or to clear hazardous vegetation near structures and roads in areas designated as High Fire Hazard areas

   b) Whenever ground cover is removed or damaged pursuant to a validly issued grading permit, the permittee must restore and maintain the affected area with an approved ground cover, or must accomplish such other erosion control protection measures as may be approved by the building official. Such erosion control must be completed within thirty days after cessation of the grading work or other work pursuant to a validly issued building permit.

3. Maintenance of Protective Devices
   All devices used to protect hillside areas from erosion or landslide damage including, without limitation, retaining walls, cribbing, terracing, surface and subsurface drainage structures, interceptor drains, check dams, and riprap must be maintained in good condition and repair as approved by the building official at the time of completion of construction thereof.
Amend Appendix J section J 101 of Division II of Chapter 1 of the CBC by adding a new section J101.5 Protection of Utilities that reads as follows:

**J101.5 Protection of Utilities**
The owner and permittee of any property on which grading has been performed and that requires a grading permit must be responsible for the prevention of damage to any public utilities or services.

Amend Appendix J section J 103.2 Exemptions item 1 and add 1-A to read as follows:

**J 103.2 Exemptions item 1 and 1-A**
1. An excavation which (a) is less than 2 feet (610 mm) in depth, or (b) which does not create a cut slope greater than 5 feet (1524 mm) in height and steeper than one unit vertical in two units horizontal (50 percent slope). This exception cannot apply to cut which exceeds 50 cubic yards (38.3 m3) or which changes the existing drainage pattern.
A. Fill that is less than one foot (305 mm) in depth and placed on natural terrain with a slope flatter than one unit vertical in 10 units horizontal (10 percent slope). This exception cannot apply when the fill exceeds 50 cubic yards (38.3 m3) or when the fill changes the existing drainage pattern.

Appendix V – Voluntary Retrofit Standards are added to the CBC as follows:

**APPENDIX V – SECTION V101 - VOLUNTARY EARTHQUAKE HAZARD REDUCTION IN EXISTING TILT-UP CONCRETE WALL BUILDINGS**

**SECTION V101. PURPOSE.**
The purpose of this Chapter is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on tilt-up concrete wall buildings designed under the building codes in effect before January 1, 1976.
The provisions of this Chapter are minimum voluntary standards for structural seismic resistance established primarily to reduce the risk of life loss or injury on both subject and adjacent properties and will not necessarily prevent loss of life or injury or prevent earthquake damage to an existing building which complies with these standards. This Chapter provides systematic procedures and standards for identification and classification of tilt-up concrete wall building based on the current use of the building.

SECTION V102. SCOPE.
The provisions of this Chapter apply to all buildings designed under building codes in effect before January 1, 1976, which, on the effective date of this Chapter have tilt-up concrete walls as defined herein.

SECTION V103. DEFINITIONS.
For purposes of this Chapter, the applicable definitions in Chapter 16, Chapter 19, Chapter 23 and Chapter 11 of ASCE 7, and the following apply:

COMMENCED CONSTRUCTION. Construction pursuant to a valid building permit has progressed to the point that one of the called inspections as required by the Department has been made and the work for which the inspection has been called has been judged by the Department to be substantial and has been approved by the Department.

DEPARTMENT. The Division of Building and Safety.

ESSENTIAL BUILDING. For purposes of this Chapter, any building housing a hospital or other medical facility having surgery or emergency treatment areas, fire or police stations, municipal government disaster operations, and communication centers.

TILT-UP CONCRETE WALL. A form of precast concrete panel construction either cast in the horizontal position at the site and after curing, lifted and moved into place in a vertical position, or cast off-site in a fabricator's shop.

SECTION V104. RATING CLASSIFICATIONS.
The rating classification as exhibited in Table No. V1-A is established and each building within the scope of this Chapter must be placed in one rating classification by the Department. The total occupant load as determined by Section 1004.1 for the entire building plus the occupant load of any adjacent building, which interconnects with the subject building or uses the subject building for exiting purposes, must be used to determine the rating classification.

SECTION V105. ANALYSIS AND DESIGN.
For the purpose of this section, "anchorage system(s)" means all structural elements, which supports the wall in the lateral direction, including wall anchorage and continuity tie (cross-tie) connectors in subdiaphragms and main diaphragms for retrofit and repairs.

V105.1. Wall Panel Anchorage. Concrete walls must be anchored to all floors and roofs which provide lateral support for the wall. The anchorage must provide a positive direct connection between the wall and floor or roof construction capable of resisting a horizontal force equal to 30 percent of the tributary wall weight for all buildings, and 45 percent of the tributary wall weight for essential buildings, or a minimum force of 250 pounds per linear foot of wall, whichever is greater. The required anchorage must be based on the tributary wall panel assuming simple supports at floors and roof.

V105.2. Special Requirements for Wall Anchors and Continuity Ties. The steel elements of the wall anchorage systems and continuity ties must be designed by the allowable stress design method using a load factor of 1.7. The 1/3 stress increase permitted by Chapter 12 of ASCE 7 is not permitted for materials using allowable stress design methods. The strength design specified in Chapter 19, using a load factor of 2.0 in lieu of 1.4 for earthquake loading, must be used for design of embedments in concrete. Wall anchors must be provided to resist out-of-plane forces, independent of existing shear anchors.

**EXCEPTION:** Existing cast-in-place shear anchors may be used as wall anchors if the tie element can be readily attached to the anchors and if the engineer or architect can establish tension values for the existing anchors through the use of approved as-built plans or testing, and through analysis showing that the bolts are capable of resisting the total shear load while being acted upon by the maximum tension force due to earthquake.

Expansion anchors are not allowed. Attaching the edge of plywood sheathing to steel ledgers is not considered as complying with the positive anchoring requirements of the Code; and attaching the edge of steel decks to steel ledgers is not considered as providing the positive anchorage of this Code unless testing and/or analysis are performed, which establish shear values for the attachment perpendicular to the edge of the deck.

V105.3. Development of Anchor Loads into the Diaphragm. Development of anchor loads into roof and floor diaphragms must comply with Chapter 12 of ASCE 7.

**EXCEPTION:** If continuously tied girders are present, then the maximum spacing of the continuity ties is the greater of the girder spacing or 24 feet (7315 mm). In wood diaphragms, anchorage cannot be accomplished by use of toe nails or nails subject to withdrawal, nor must wood ledgers, top
plates or framing be used in cross-grain bending or cross-grain tension. The continuous ties required by Chapter 12 of ASCE 7 must be in addition to the diaphragm sheathing. Lengths of development of anchor loads in wood diaphragms must be based on existing field nailing of the sheathing unless existing edge nailing is positively identified on the original construction plans or at the site.

At reentrant corners, continuity collectors may be required for existing return walls not designed as shear walls, to develop into the diaphragm a force equal to the lesser of the rocking or shear capacity of the return wall, or the tributary shear, but not exceeding the capacity of the diaphragm. Shear anchors for the return wall must be commensurate with the collector force. If a truss or beam, other than rafters or purlins, is supported by the return wall or by a column integral with the return wall, an independent secondary column, is required to support the roof or floor members whenever rocking or shear capacity of the return wall is governing. Seismic deflection must be determined at the return walls, and fins/canopies at entrances, to ensure deflection compatibility with the diaphragm, by either seismically isolating the element or attaching the element and integrating its load into the diaphragm.

V105.4. Anchorage at Pilasters. Anchorage of pilasters must be designed for the tributary wall anchoring load per Section V105.1 of this Code, considering the wall as a two-way slab. The edge of the two-way slab must be considered “fixed” when there is continuity at pilasters, and considered “pinned” at roof or floor levels. The pilasters or the walls immediately adjacent to the pilasters must be anchored directly to the roof framing such that the existing vertical anchor bolts at the top of the pilasters are by-passed without causing tension or shear failure at the top of the pilasters.

**EXCEPTION:** If existing vertical anchor bolts at the top of the pilasters are used for the anchorage, then additional exterior confinement must be provided. The minimum anchorage at a floor or roof between the pilasters must be that specified in Section V105.1 of this Code.

V105.5. Symmetry. Symmetry of connectors in the anchorage system is required. Eccentricity may be allowed when it can be shown that all components of forces are positively resisted and justified by calculations or tests.

V105.6. Minimum Roof Member Size. Wood members used to develop anchorage forces to the diaphragm must be at least 3x for new construction and replacement. All such members must be checked for gravity and earthquake as part of the wall anchorage system. For existing buildings, the member check must be without the 1/3 stress increase per Section V108.2.
V105.7. Combination of Anchor Types. To repair and retrofit existing buildings, a combination of different anchor types of different behavior or stiffness cannot be permitted. The capacity of the new and existing connectors cannot be added.

V105.8. Prohibited Anchors. Usage of connectors that were bent and/or stretched from the intended use is prohibited.

V105.9. Crack and Damage Repairs, Evaluation of Existing Structural Alterations. The engineer must report any observed structural conditions and structural damage that have imminent life safety effects on the buildings and recommend repairs. Evaluations and repairs must be reviewed and approved by the Department. The engineer must also evaluate the effects of alterations such as openings cut in existing wall panels without a permit, that may present immediate life safety hazard and correct when necessary.

V105.10. Miscellaneous. Existing mezzanines relying on the tilt-up walls for vertical and/or lateral support must be anchored to the walls for the tributary mezzanine load. Walls depending on the mezzanine for lateral support must be anchored per Sections V105.1, V105.2 and V105.3.

EXCEPTION: Existing mezzanines that have independent lateral and vertical support need not be anchored to the walls. Existing interior masonry or concrete walls not designed as shear walls, that extend to the floor above or to the roof diaphragm must also be anchored for out-of-plane forces per Sections V105.1, V105.2 and V105.3 of this Code. In the in-plane direction, the walls may be isolated or must be developed into the diaphragm for a lateral force equal to the lesser of the rocking or shear capacity of the wall, or the tributary shear but not exceeding the diaphragm capacity.

SECTION V110. INFORMATION REQUIRED ON PLANS.

V110.1. General. In addition to the seismic analysis required elsewhere in this Chapter, the licensed engineer or architect responsible for the seismic analysis of the building must record the information required by this section on the approved plans.

V110.2. Information Required. The plans must accurately reflect the results of the engineering investigation and design and show all pertinent dimensions and sizes for plan review and construction. The following must be provided:

1. Floor plans and roof plans must show existing framing construction, diaphragm construction, proposed wall anchors, cross-ties and collectors. Existing nailing, anchors, ties and collectors must also be shown on the plans if these are part of the design, and these structural elements need to be verified in the field.
2. At elevations where there are alterations or damage, details must show roof and floor heights, dimensions of openings, location and extent of existing damage, and proposed repair.
3. Typical wall panel sections with panel thickness, height, location of anchors must be provided.
4. Details must include existing and new anchors and the method of development of anchor forces into the diaphragm framing; existing and/or new cross-ties; existing and/or new or improved support of roof and floor girders at pilasters or walls.

V110.3. Engineer’s or Architect’s Statement.

The responsible engineer or architect must state on the approved plans, the following:

1. I am responsible for this building’s seismic strengthening design in compliance with the minimum seismic resistance standards of Appendix V Section V105 of the California Building Code and when applicable:
2. The Registered Deputy Inspector, required as a condition of the use of structural design stresses requiring continuous inspection, will be responsible to me, the California Licensed Engineer or Architect, as required by Chapter 17 of the El Segundo Building Code.

SECTION V111. REQUIRED BUILDING MAINTENANCE.

Every building within the scope of this Chapter which has been analyzed to demonstrate compliance or structurally altered to comply with the minimum earthquake standards in this Chapter must be maintained in conformity with the requirements of this Chapter in effect at the time of such analysis or structural alteration.

TABLE NO. V1-A
RATING CLASSIFICATIONS
Classification Occupant Load
Essential N/A
Group I 300 or more
Group II 100 to 299
Group III 50 to 99
Group IV Less than 50

Appendix V-Cripple Wall is added to the CBC to read as follows:
CHAPTER V – SECTION V201 - VOLUNTARY EARTHQUAKE HAZARD REDUCTION IN EXISTING WOOD FRAME RESIDENTIAL BUILDINGS WITH WEAK CRIPPLE WALLS AND UNBOLTED SILL PLATES

SECTION V201. GENERAL.
V201.1. Purpose.

The provisions of this Chapter are intended to promote public safety and welfare by reducing the risk of earthquake-induced damage to existing wood-framed residential buildings. The voluntary minimum standards contained in this Chapter must substantially improve the seismic performance of these residential buildings but will not necessarily prevent all earthquake damage. When fully followed, these standards will strengthen the portion of the structure that is most vulnerable to earthquake damage.

Before 1960, most wood frame residential buildings were built with raised wood floors supported by short wood stud walls known as cripple walls. These cripple walls are typically braced with weak seismic materials such as portland cement plaster or horizontal wood siding. In addition, wood frame buildings built under building codes in effect before July 1938 were not required to be bolted to their foundations. Recent earthquakes have shown that if a building has weak cripple walls or is unbolted, it may fall off its foundation even in moderate earthquakes. Fallen buildings have collapsed, caught fire or needed extensive repairs to restore their occupancy.

This Chapter sets prescriptive standards for strengthening of underfloor enclosures that must be permitted by the Building Official without requiring plans or calculations prepared by an architect or an engineer. This Chapter also provides a design standard for the use of alternate materials or an alternate method of construction in lieu of the prescriptive standards. Construction documents for strengthening using alternate materials or methods must be prepared by an architect or engineer.

V201.2. Scope. The provisions of this Chapter may be applied to light wood frame Group R Occupancies with no more than four dwelling units when they contain one or more of the structural weaknesses specified in Section V203.1. The provisions of this Chapter do not apply to the buildings or elements of the buildings, listed below. These buildings or elements require analysis by an engineer or architect in accordance with Chapter 16 or other approved standards to determine appropriate strengthening.

1. Buildings with a lateral force resisting system using poles or columns embedded in the ground.
2. Cripple walls that exceed four feet (1234 mm) in height.
3. Buildings exceeding three stories in height and any three-story building with cripple wall studs exceeding 14 inches (360 mm) in height.
4. Buildings, or portions of buildings, constructed on a concrete slab on grade or constructed on or into a slope steeper than three horizontal to one vertical.
5. Buildings where the Building Official determines that conditions exist that are beyond the scope of the requirements of this Chapter. The standard details approved by the Building Official and these prescriptive provisions are not intended to be the only acceptable strengthening methods permitted. Alternate details and methods are permitted when approved by the Building Official.

**V201.3. Alternative Design Procedures.** When analysis by an engineer or architect is required or provided for a building within the scope of this Chapter, that analysis must be in accordance with all requirements of this Code except as provided in this Chapter. The design must provide strengthening for any structural weakness listed in Section V203 that is at least equivalent to that provided by the prescriptive requirements of this Chapter with respect to strength, deflection, and capacity. The Building Official may require that sufficient evidence be submitted to substantiate that equivalence. The base shear may be determined in accordance with the following:

\[ V = 0.1375 W (V2-1) \]

Where:

- **V** = The total design lateral force or shear at the base.
- **W** = The total seismic dead load defined in Chapter 12 of ASCE 7

**SECTION V202. DEFINITIONS.**
For the purpose of this Chapter, in addition to the applicable definitions, symbols and notations in this Code, certain additional terms are defined as follows:

- **ADHESIVE ANCHOR** is a fastener placed in hardened concrete or masonry that derives its holding strength from a chemical adhesive compound placed between the wall of the hole and the embedded portion of the anchor.

- **ANCHOR SIDE PLATE** is a metal plate or plates used to connect a sill plate to the side of a concrete or masonry stem wall.

- **CRIPPLE WALL** is a wood-framed stud wall extending from the top of the foundation to the underside of the lowest floor framing.

- **EXPANSION ANCHOR** is a mechanical fastener placed in hardened concrete or assembled masonry, designed to expand in a self-drilled or pre-drilled hole of a specified size and engage the sides of the hole in one or more locations to develop shear and/or tension resistance to applied loads without grout, adhesive or drypack.
PERIMETER FOUNDATION is a foundation system which is located under the exterior walls of a building.

SNUG-TIGHT is as tight as an individual can torque a nut on a bolt by hand using a wrench with a 10-inch (254 mm) long handle and the point at which the full surface of the plate washer is contacting the wood member and slightly indents the wood surface.

UNREINFORCED MASONRY includes adobe, burned clay, concrete or sand-lime brick, hollow clay or concrete block, hollow clay tile, rubble, cut stone and unburned clay masonry walls in which the area of reinforcement is less than 50 percent of the minimum steel ratios required for reinforced masonry.

SECTION V203. STRUCTURAL WEAKNESSES.

V203.1. General. For the purpose of this Chapter, structural weaknesses are as specified below.

1. Sill plates or floor framing which are supported directly on the ground without an approved foundation system.

2. A perimeter foundation system which is constructed of wood posts supported on isolated pad footings.

3. Perimeter foundation systems that are not continuous.

EXCEPTIONS:

A. Existing single-story exterior walls not exceeding 10 feet (3084 mm) in length forming an extension of floor area beyond the line of an existing continuous perimeter foundation.

B. Porches, storage rooms and similar spaces not containing fuel-burning appliances.

4. A perimeter foundation system which is constructed of unreinforced masonry.

5. Sill plates which are not connected to the foundation or are connected with less than what is required by Section V204.3.1.

6. Cripple walls that are not braced in accordance with the requirements of Section V204.4 and Table V2-A.
SECTION V204. STRENGTHENING REQUIREMENTS.

V204.1. General.

V204.1.1. Scope. The structural weaknesses noted in Section V203 must be strengthened in accordance with the requirements of this section. Strengthening work must be allowed to include both new construction and alteration of existing construction. Except as provided here, all strengthening work and materials must comply with the applicable provisions of this Code. All prescribe nailing in this Chapter must be common nails. Alternate methods of strengthening must be allowed provided the systems are designed by an engineer or architect and approved by the Building Official.

V204.1.2. Condition of Existing Wood Materials. All existing wood materials which will be a part of the strengthening work must be in a sound condition and free from defects which substantially reduce the capacity of the member. Any wood material found to contain fungus infection must be removed and replaced with new material. Any wood material found to be infested with insects or to have been infested must be strengthened or replaced with new materials to provide a net dimension of sound wood at least equal to its undamaged original dimension.

V204.1.3. Floor Joists Not Parallel to Foundations. Floor joists framed perpendicular or at an angle to perimeter foundations must be restrained by either a nominal two-inch (51 mm) wide continuous rim joist or a nominal two-inch (51 mm) wide full depth blocking between alternate joists in one- and two-story buildings, and between each joist in three-story buildings. Blocking for multistory buildings must occur at each joist space above a braced cripple wall panel. Existing connections at the top edge of an existing rim joist or blocking need not be verified. The bottom edge connection to either the foundation sill plate or top plate of a cripple wall must be verified unless a supplemental connection is provided. The minimum existing bottom edge connection must consist of 8d toe nails spaced six inches (152 mm) apart for a continuous rim joist or three 8d toe nails per block. When this minimum bottom edge connection is not present, or is not verified, a supplemental connection must be provided.

When an existing continuous rim joist or the minimum existing blocking does not occur, new 1-1/8 inch (2V mm) wood structural panel blocking installed tightly between floor joists and nailed with 10d common nails at four inches on center to the sill or wall top plate must be provided at the inside face of the cripple wall. In lieu of 1-1/8 inch (29 mm) wood structural panel blocking, tight fitting, full or near full depth two inches nominal width (51 mm) lumber blocking must be allowed provided it does not split during installation. New blocking is not required where it will interfere with vents or plumbing which penetrates the wall.
V204.1.4. Floor Joists Parallel to Foundations. Where existing floor joists are parallel to the perimeter foundations, the end joist must be located over the foundation and, except for required ventilation openings, must be continuous and in continuous contact with any existing foundation sill plate or top plate of the cripple wall. Existing connections at the top edge connection of the end joist need not be verified; however, the bottom edge connection to either the foundation sill plate or the top plate of a cripple wall must be verified unless a supplemental connection is provided. The minimum bottom edge connection must be 8d toe nails spaced six inches (152 mm) apart. If this minimum bottom edge connection is not present or is not verified, a supplemental connection must be provided.

V204.1.5. Supplemental Connections. Supplemental connections must provide sufficient strength to transfer the seismic forces. Framing anchors of minimum 18 gauge steel and 12 approved fasteners may be considered to meet this requirement when spaced 32 inches (813 mm) on center for one story buildings, 24 inches (610 mm) on center for two story buildings and 16 inches (406 mm) on center for three story buildings.

EXCEPTION: A supplemental connection is not required when:

1. The structural wood panel sheathing extends from the sill plate to the rim joist or blocking above.

2. The floor sheathing is nailed directly into the sill or top plate of the cripple wall.

V204.1.6. Single Top Plate Ties. When a single top plate exists in the cripple wall, all end joints in the top plate must be tied. Ties must be connected to each end of the discontinuous top plate and must be equal to one of the following:

1. 3-inch by 6-inch (76 mm by 152 mm) by 0.036-inch-thick (0.9 mm) galvanized steel and nailed with six 8d nails at each end.

2. 1-1/2 inches (38 mm) by 12-inch (305 mm) by 0.058 inches (1.47 mm) galvanized steel nailed with six 16d nails at each end.

3. 2-inch by 4-inch by 12-inch wood blocking nailed with six 16d nails at each end.

V204.2. Foundations.

V204.2.1. New Perimeter Foundations. New perimeter foundations must be provided for structures with the structural weaknesses noted in Items 1 and 2 of Section V203.1. Soil investigations or geotechnical studies are not required for this work unless the building shows signs of excessive settlement or creep.
V204.2.2. Foundation Evaluation by Engineer or Architect. Partial perimeter foundations or unreinforced masonry foundations must be evaluated by an engineer or architect for the force levels noted in Formula (V2-1). Test reports or other substantiating data to determine existing foundation material strengths must be submitted for review. When approved by the Building Official, these foundation systems may be strengthened in accordance with the recommendations included with the evaluation in lieu of being replaced.

**EXCEPTION:** In lieu of testing existing foundations to determine material strengths and when approved by the Building Official, a new nonperimeter foundation system, designed for the forces noted in Formula (V2-1), may be used to resist all exterior wall lateral forces.

V204.2.3. Details for New Perimeter Foundations. All new perimeter foundations must be continuous and constructed according to the standards for new buildings.

**EXCEPTIONS:**

1. When approved by the Building Official, the existing clearance between existing floor joists or girders and existing grade below the floor need not comply with Chapter 23. This exception is not permitted when buildings are relocated on new foundations.

2. When approved by the Building Official, and when designed by an engineer or architect, partial perimeter foundations may be used in lieu of a continuous perimeter foundation.

V204.3. Foundation Sill Plate Anchorage.

V204.3.1. Existing Perimeter Foundations. When the building has an existing continuous perimeter foundation, all perimeter wall sill plates must be connected to the foundation in accordance with Table V2-A and this section. Anchors must be installed with the plate washer installed between the nut and the sill plate. The nut must be tightened to a snug tight condition after curing is complete for adhesive anchors and after expansion wedge engagement for expansion anchors. The installation of nuts on all anchors must be subject to verification by the Building Official. Torque testing must be performed for 25 percent of all adhesive or expansion anchors. Minimum test values must be 30 foot pounds (41 N-m) for 1/2-inch (12.7 mm) and 40 foot pounds (55 N-m) for 5/8-inch (15.9 mm) diameter anchors.

Anchor side plates must be permitted when conditions prevent anchor installation vertically through the sill plate. Anchor side plates must be spaced as required for adhesive or expansion anchors but only one anchor side plate is
required on individual pieces of sill plate less than 32 inches (813 mm) in length. Wood structural panel shims must be used on sill plates for single plate anchor side plates when the foundation stem wall is from 3/16 inch (4.8 mm) to 3/4 inch (19 mm) wider than the sill plate. The shim length must extend a minimum of two inches (50.8 mm) past each end of the anchor side plate. Two plate anchor side plates must be used when the total thickness of the required shim exceeds 3/4 inch (19 mm). All anchor side plates, which use lag or wood screws must pre-drill the sill plate to prevent splitting as required by Section 2304.9. Lag or wood screws must be installed in the center of the thickness of the existing sill plate. Expansion anchors cannot be used in unreinforced masonry or concrete or masonry grout of poor quality. Adhesive anchors must be required when expansion anchors will not tighten to the required torque or their installation causes surface cracking of the foundation wall.

**V204.3.2. Placement of Anchors.** Anchors must be placed within 12 inches (305 mm), but not less than nine inches (229 mm), from the ends of sill plates and must be placed near the center of the stud space closest to the required spacing. New sill plates may be installed in pieces when necessary because of existing conditions. The minimum length of new sill plate pieces must be 30 inches (762 mm).

**EXCEPTION:** Where physical obstructions such as fireplaces, plumbing or heating ducts interfere with the placement of an anchor, the anchor must be placed as close to the obstruction as possible, but not less than nine inches (229 mm) from the end of the plate. Center-to-center spacing of the anchors must be reduced as necessary to provide the minimum total number of anchors required based on the full length of the wall. Center-to-center spacing cannot be less than 12 inches (305 mm).

**V204.3.3. New Perimeter Foundations.** Sill plates for new perimeter foundations must be anchored as required by Chapter 18.

**V204.4. Cripple Wall Bracing.**

**V204.4.1. General.**
Exterior cripple walls, not exceeding four feet (1219 mm) in height must use the prescriptive bracing method listed below. Cripple walls more than four feet (1219 mm) in height require analysis by an engineer or architect in accordance with Chapter 16.

**V204.4.1.1. Sheathing Requirements.**
Wood structural panel sheathing cannot be less than 15/32-inch (12 mm) thick. When used, plywood panels must be constructed of five or more plies. All wood structural panels must be nailed with 8d common nails spaced four inches (102 mm) on center at all edges and at 12 inches (305 mm) on center at each
intermediate support with not less than two nails for each stud. Nails must be driven so that their head or crown is flush with the surface of the sheathing and must penetrate the supporting member a minimum of 1-1/2 inch (38 mm). When a nail fractures the surface, it must be left in place and not counted as part of the required nailing. A new 8d nail must be located within two inches (51 mm) of the discounted nail and hand driven flush with the sheathing surface.

**EXCEPTION:** No. 6 × 1-1/2 inch (38 mm) wood screws may be used for sheathing nailing when bracing materials are installed on the interior face of studs and cement plaster or other brittle finishes are on the exterior of the sheathed wall. All horizontal joints must occur over nominal two-inch by four-inch (51 mm by 102 mm) blocking installed with the nominal four-inch (102 mm) dimension against the face of the plywood. All vertical joints must occur over studs. Vertical joints at adjoining pieces of wood structural panels must be centered on existing studs such that there is a minimum 1/8 inch (3.2 mm) between the panels. Nails must be placed a minimum of 1/2 inch (12.7 mm) from the edges of the existing stud. When such edge distance cannot be maintained because of the width of the existing stud, a new stud must be added adjacent to the existing and connected with 16d common nails at eight inches (206 mm) on center. A minimum of three such nails must be provided.

**V204.4.2. Distribution and Amount of Bracing.**

See Table V2-A for the distribution and amount of bracing required. Bracing for a building with three or more floor levels above cripple wall studs exceeding 14 inches (356 mm) in height must be designed in accordance with Chapter 16. The braced panel must be at least two times the height of the cripple stud wall but not less than 48 inches (1219 mm) in width. All panels along a wall must be nearly equal in length and must be nearly equally spaced along the length of the wall. Braced panels at ends of walls must be located as near the end as possible.

Where physical obstructions such as fireplaces, plumbing or heating ducts interfere with the placement of cripple wall bracing, the bracing must then be placed as close to the obstruction as possible. The total amount of bracing required cannot be reduced because of obstructions but the required length of bracing need not exceed the length of the wall.

Underfloor ventilation openings must be maintained in accordance with Chapter 12. Braced panels may include underfloor ventilation openings when the height of the solid portion of the panel meets or 75 percent of the height of the cripple stud wall. When the minimum amount of bracing prescribed in Table V2-A cannot be installed due to obstructions along any wall, the bracing must be designed by an architect or engineer in accordance with Chapter 23.
V204.4.3. Stud Space Ventilation. When bracing materials are installed on the interior face of studs forming an enclosed space between the new bracing and existing exterior finish, each braced stud space must be ventilated. Adequate ventilation and access for future inspection must be provided by drilling on two-inch to three-inch (51 mm to 76 mm) diameter round hole through the sheathing nearly centered between each stud at the top and bottom of the cripple wall. Such holes should be spaced a minimum of one-inch (25 mm) clear from the sill or top plates. In stud spaces containing sill bolts, the hole must be located on the center line of the sill bolt but not closer than one-inch (25 mm) clear from the nailing edge of the sheathing.

When existing blocking occurs within the stud space, additional ventilation holes must be placed above and below the blocking or the existing block must be removed and a new nominal two-inch (51 mm) by four-inch (102 mm) block installed with the nominal four-inch (102 mm) dimension against the face of the plywood. For stud heights less than 18 inches (457 mm) only one ventilation hole need be provided.

V204.4.4. Existing Underfloor Ventilation. Existing underfloor ventilation cannot be reduced without providing equivalent new ventilation as close to the existing as possible. New sheathing may be installed around existing vent openings in braced panels when the length of the panel is increased a distance equal to the length of the vent opening or one stud space minimum.

EXCEPTION: For residential buildings with a post and pier foundation system where a new continuous perimeter foundation system is being installed, ventilation must be provided in accordance with this Code.

SECTION V205. QUALITY CONTROL.

V205.1. Inspection by the Department. All work must be inspected by the Building Official including, without limitation:
1. Placement and installation of new adhesive or expansion anchors or anchor side plates installed in existing foundations.

2. Placement of required blocking and framing anchors.

3. Installation and nailing of new cripple wall bracing.

The torque testing of sill plate anchors per Section V204.3.1 must be performed by the building inspector.

V205.2. Special Inspection.

Special inspection is not required for sill plate anchors installed in existing foundations regulated by the provisions of this Chapter. Any work may be subject
to special inspection when required by the Building Official or when so designated by the architect or engineer of record.

V205.3. Structural Observation.

Structural observation is not required for work done under the prescriptive provisions of this Chapter. When construction documents for strengthening are prepared by an architect or engineer and alternate materials or methods are used, structural observation must be provided as required in Chapter 17.

V205.4. Engineer's or Architect's Statement.

When an alternative design is provided per Section V201.3, the responsible engineer or architect must place the following statement on the approved plans:

1. "I am responsible for this building's seismic strengthening design for the underfloor cripple walls and sill bolting in compliance with the minimum seismic resistance standards of Appendix Chapter V201 of the Building Code." or when applicable:

2. "The Registered Deputy Inspector, required as a condition of the use of structural design stresses requiring continuous inspection, will be responsible to me, the California Licensed Engineer or Architect, as required by Chapter 13-1 of the El Segundo Municipal Code."

TABLE V2-A
SILL PLATE ANCHORAGE AND CRIPPLE WALL BRACING 1,2,3
Number of Stories above Cripple Walls Minimum Sill Plate Connection and Maximum Spacing Amount of Wall Bracing

One Story Adhesive or expansion anchors must be 1/2-inch (12.7 mm) minimum diameter spaced at six feet (1829 mm) maximum center to center. Each end and not less than 50% of the wall length. Two Story Adhesive or expansion anchors must be 1/2-inch (12.7 mm) minimum diameter spaced at four feet (1219 mm) maximum center to center; or 5/8 inch (15.9 mm) spaced at six feet maximum center to center. Each end and not less than 70% of the wall length. Three Story Adhesive or expansion anchors must be 1/2-inch minimum (12.7 mm) diameter spaced at two feet eight inches (813 mm) maximum center to center; or 5/8-inch minimum (15.9 mm) diameter spaced at four feet (1219 mm) maximum center to center. 100% of the wall length. 1. Plate washers for use with adhesive or expansion anchors must be two-inch (51 mm) by two-inch (51 mm) by 3/16-inch (4.8 mm) for 1/2-inch (12.7 mm) diameter anchors and 2-1/2-inch (64 mm) by 2-1/2-inch (64 mm) by 1/4-inch (6 mm) for 5/8 inch (15.9 mm) diameter anchors. 2. Existing sill plate anchor bolts must be permitted to provide all or a portion of the sill plate connection requirement if:

a. the anchor bolt is cast in concrete and in sound condition, and:
b. the diameter size and maximum spacing meets or exceeds the requirements of Table V2-A, and:
c. a new plate washer conforming to footnote 1 is installed, and:
d. the sill plate is connected to a snug tight condition and torque tested per Section V204.3.1.3. Anchor side plates must be permitted when conditions prevent anchor installation vertically through the sill plate.

APPENDIX V301 - VOLUNTARY – EARTHQUAKE HAZARD REDUCTION IN EXISTING REINFORCED CONCRETE AND REINFORCED MASONRY WALL BUILDINGS WITH FLEXIBLE DIAPHRAGMS

SECTION V301. PURPOSE.
The purpose of this Chapter is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on reinforced concrete and masonry wall buildings with flexible diaphragms designed under the building codes in effect before January 1, 1995. These buildings are potentially hazardous and prone to significant damage, including possible collapse, in a moderate to major earthquake. These structures typically shelter large numbers of persons and property for retail, food markets, food distribution centers, warehousing, aerospace, industrial/manufacturing and general business and office use. Their continued use after an earthquake is also essential to the local economy and its post-earthquake recovery.

The provisions of this Chapter are minimum standards for structural seismic resistance established primarily to reduce the risk of loss of life or injury on both subject and adjacent properties and will not necessarily prevent all earthquake damage to an existing building which complies with these standards. This Chapter cannot require existing electrical, plumbing, mechanical or fire safety systems to be altered unless they constitute a hazard to life or property.

This Chapter provides voluntary retrofit standards for deficient wall anchorage systems on structures that are not subject to the mandatory provisions of Chapter When fully followed, these standards will strengthen the portion of the structure that is most vulnerable to earthquake damage.

SECTION V302. SCOPE.
The voluntary provisions of this Chapter apply to existing buildings of the following types:
2. Tilt-up concrete wall buildings with flexible diaphragms designed under the building codes in effect before January 1, 1995, but after January 1, 1976. All tilt-up concrete wall buildings designed under the Building Code in effect before January 1, 1976 are subject to the mandatory provisions of this Chapter. All existing reinforced masonry or concrete buildings with flexible diaphragms,
including tilt-up concrete wall buildings, designed under the Building Code in effect on or after January 1, 1995, must be designed in conformance with Chapter 16.

SECTION V303. DEFINITIONS.
For the purposes of this Chapter, the applicable definitions in Chapter 2, Chapter 16, Chapter 19 and Chapter 23 of this Code; Chapter 1, Chapter 3, Chapter 4, Chapter 5, Chapter 6 and Chapter 11 of ASCE 7, and the following apply:

ANCHORAGE SYSTEM is the system of all structural elements and connections, which support the concrete or masonry wall in the lateral direction, including diaphragms and subdiaphragms, wall anchorage and continuity or cross tie connectors in subdiaphragms and main diaphragms.

COMMENCED CONSTRUCTION is construction pursuant to a valid building permit that has progressed to the point that one of the called inspections as required by the Department has been made and the work for which the inspection has been called has been judged by the Department to be substantial and has been approved by the Department.

EXISTING BUILDING is an erected building for which a legal building permit and a certificate of occupancy have been issued.

FLEXIBLE DIAPHRAGM is any diaphragm constructed of wood structural panel, diagonal or straight wood sheathing, metal decking without a structural concrete topping, or horizontal rod bracing.

HISTORICAL BUILDING is any building designated or currently in the process of being designated as a historical building by an appropriate federal, state or City jurisdiction.

REINFORCED CONCRETE WALL is a concrete wall that has 50 percent or more of the reinforcing steel required for reinforced concrete in Chapter 19.

REINFORCED MASONRY WALL is a masonry wall that has 50 percent or more of the reinforcing steel required by Chapter 21.

RETROFIT is strengthening or structurally improving the lateral force resisting system of an existing building by alteration of existing or addition of new structural elements.

TILT-UP CONCRETE WALL is a form of precast concrete panel construction either cast in the horizontal position at the site and after curing, lifted and moved into place in a vertical position, or cast off-site in a fabricator's shop.

SECTION V304. ANALYSIS AND DESIGN.
V304.1. Wall Panel Anchorage. Concrete and masonry walls must be anchored to all floors and roofs which provide lateral support for the wall. The anchorage must provide a positive direct connection between the wall and floor or roof construction capable of resisting a horizontal force equal to 30 percent of the tributary wall weight for all buildings, and 45 percent of the tributary wall weight for essential buildings, or a minimum force of 250 pounds per linear foot of wall, whichever is greater. The required anchorage must be based on the tributary wall panel assuming simple supports at floors and roof.

EXCEPTION: An alternate design may be approved by the Building Official when justified by well established principles of mechanics.

V304.2. Special Requirements for Wall Anchors and Continuity Ties. The steel elements of the wall anchorage systems and continuity ties must be designed by the allowable stress design method using a load factor of 1.7. The 1/3 stress increase permitted by Chapter 16 cannot be permitted for materials using allowable stress design methods. The strength design specified in Chapter 19 using a load factor of 2.0 in lieu of 1.4 for earthquake loading, must be used for the design of embedment in concrete. Wall anchors must be provided to resist out-of-plane forces, independent of existing shear anchors.

EXCEPTION: Existing cast-in-place shear anchors may be used as wall anchors if the tie element can be readily attached to the anchors and if the engineer or architect can establish tension values for the existing anchors through the use of approved as-built plans or testing, and through analysis showing that the bolts are capable of resisting the total shear load while being acted upon by the maximum tension force due to seismic loading. Criteria for analysis and testing must be determined by the Building Official.

Expansion anchors are not allowed without special approval of the Building Official. Attaching the edge of plywood sheathing to steel ledgers is not considered as complying with the positive anchoring requirements of the Code; and attaching the edge of steel decks to steel ledgers is not considered as providing the positive anchorage of this Code unless testing and analysis are performed, which establish shear values for the attachment perpendicular to the edge of the deck.

V304.3. Development of Anchor Loads into the Diaphragm. Development of anchor loads into roof and floor diaphragms must comply with Chapter 12 of ASCE 7.

EXCEPTION: If continuously tied girders are present, then the maximum spacing of the continuity ties is the greater of the girder spacing or 24 feet (7315 mm). In wood diaphragms, anchorage cannot be accomplished by use of toe nails or nails subject to withdrawal, nor must wood ledgers, top plates or framing be used in cross-grain bending or cross-grain tension. The continuous ties required
by Chapter 12 of ASCE 7 must be in addition to the diaphragm sheathing. Lengths of development of anchor loads in wood diaphragms must be based on existing field nailing of the sheathing unless existing edge nailing is positively identified on the original construction plans or at the site. At reentrant corners, continuity collectors may be required for existing return walls not designed as shear walls, to develop into the diaphragm a force equal to the lesser of the rocking or shear capacity of the return wall, or the tributary shear but not exceeding the capacity of the diaphragm. Shear anchors for the return wall must be commensurate with the collector force. If a truss or beam other than rafters or purlins is supported by the return wall or by a column integral with the return wall, an independent secondary column is required to support the roof or floor members whenever rocking or shear capacity of the return wall is governing.

V304.4. Anchorage at Pilasters. Anchorage of pilasters must be designed for the tributary wall anchoring load per Section V304.1 of this Code, considering the wall as a two-way slab. The edge of the two-way slab must be considered "fixed" when there is continuity at pilasters, and considered "pinned" at roof or floor levels. The pilasters or the walls immediately adjacent to the pilasters must be anchored directly to the roof framing such that the existing vertical anchor bolts at the top of the pilasters are by-passed without causing tension or shear failure at the top of the pilasters.

EXCEPTION: If existing vertical anchor bolts at the top of the pilasters are used for the anchorage, then additional exterior confinement must be provided. The minimum anchorage at a floor or roof between the pilasters must be that specified in Section V304.1 of this Code.

V304.5. Symmetry. Symmetry of connectors in the anchorage system is required. Eccentricity may be allowed when it can be shown that all components of forces are positively resisted and justified by calculations or tests.

V304.6. Minimum Roof Member Size. Wood members used to develop anchorage forces to the diaphragm must be of minimum nominal width for new construction and replacement. All such members must be designed for gravity and earthquake forces as part of the wall anchorage system. For existing structural members, the allowable stresses must be without the 1/3 stress increase per Section V304.2.

V304.7. Combination of Anchor Types. To repair and retrofit existing buildings, a combination of different anchor types of different behavior or stiffness is prohibited. The capacity of the new and existing connectors cannot be added.

V304.8. Prohibited Anchors. Usage of connectors that were bent or stretched from the intended use is prohibited.

V304.9. Crack and Damage Repairs, Evaluation of Existing Structural Alterations. The engineer or architect must report any observed structural
conditions and structural damage that have imminent life safety effects on the buildings and recommend repairs. This includes alterations such as openings cut in existing wall panels without a building permit. Evaluations and repairs must be reviewed and approved by the Building Official.

V304.10. Miscellaneous. Existing mezzanines relying on the concrete or masonry walls for vertical or lateral support must be anchored to the walls for the tributary mezzanine load. Walls depending on the mezzanine for lateral support must be anchored per Sections V304.1, V304.2 and V304.3 of this Code.

EXCEPTION: Existing mezzanines that have independent lateral and vertical support need not be anchored to the concrete or masonry walls. Existing interior masonry or concrete walls not designed as shear walls, which extend to the floor above or to the roof diaphragm must also be anchored for out-of-plane forces per Section V304.1, V304.2 and V304.3 of this Code. In the in-plane direction, the walls may be isolated or must be developed into the diaphragm for a lateral force equal to the lesser of the rocking or shear capacity of the wall, or the tributary shear but not exceeding the diaphragm capacity.

V304.11. Historical Buildings. Qualified historical buildings must be permitted to use alternate building standards or deviations from this Chapter in order to preserve their original or restored architectural elements and features.

SECTION V305. MATERIALS OF CONSTRUCTION.
All materials permitted by this Code.

SECTION V306. INFORMATION REQUIRED ON PLANS.

V306.1. General. In addition to the seismic analysis required elsewhere in this Chapter, the licensed engineer or architect responsible for the seismic analysis of the building must record the information required by this section on the approved plans.

V306.2. Information Required. The plans must accurately reflect the results of the engineering investigation and design and show all pertinent dimensions and sizes for plan review and construction. The following must be provided:

1. Floor plans and roof plans must show the existing framing construction, diaphragm construction, proposed wall anchors, cross-ties and collectors. Existing nailing, anchors, ties and collectors must also be shown on the plans if these are part of the design, and these structural elements need to be verified in the field.

2. At elevations where there is alterations or damage, the details must show the roof and floor heights, dimensions of openings, location and extent of existing damage, and proposed repair.
3. Typical concrete or masonry wall sections with wall thickness, height, and location of anchors must be provided.
4. Details must include the existing and new anchors and the method of development of anchor forces into the diaphragm framing; existing and new cross-ties, existing and new or improved support of the roof and floor girders at pilasters or walls.

V306.3. Engineer's or Architect's Statement. The responsible engineer or architect must state on the approved plans, the following:
1. "I am responsible for this building's seismic strengthening design of the tilt-up concrete wall anchorage system in compliance with the minimum seismic resistance standards of Chapter V3 of the California Building Code, as adopted by the El Segundo Municipal Code," or when applicable:
2. "The Registered Deputy Inspector, required as a condition of the use of structural design stresses requiring continuous inspection, will be responsible to me, the California Licensed Engineer or Architect, as required by Section 1704 of the California Building Code, as adopted by the El Segundo Municipal Code."

SECTION 8: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION.
The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “State CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. This ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment.

SECTION 9: SAVINGS CLAUSE. Repeal of any provision of the ESMC or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 10: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.
SECTION 11: VALIDITY OF PREVIOUS CODE SECTIONS. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other the city ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 11: EFFECTIVE DATE. This Ordinance will take effect on January 1, 2014.

PASSED AND ADOPTED this 5th day of Nov., 2013.

Bill Fisher, Mayor

APPROVED AS TO FORM
MARK HENSLEY, CITY ATTORNEY

By: Karl H. Berger
Assistant City Attorney
ATTEST:

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF EL SEGUNDO )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. was duly introduced by said City Council at a regular meeting held on the 15th day of Oct., 2013, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 5th day of Nov., 2013, and the same was so passed and adopted by the following vote:

AYES:  Fisher, Jacobson, Fuentes, Atkinson, Fellhauer
NOES:  None
ABSENT: None
ABSTAIN: None

___________________________
Tracy Weaver, City Clerk
ORDINANCE NO. 1485

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA ELECTRICAL CODE.

The Council of the City of El Segundo does ordain as follows:

SECTION 1: FINDINGS. The City Council finds and declares as follows:

A. Health and Safety Code § 17958 requires the City is required to adopt certain uniform codes that are set forth in Health and Safety Code § 17922 and published in the California Code of Regulations;

B. Pursuant to Government Code § 50022.2, et seq., the City may adopt other uniform codes by reference;

C. It is in the public interest to adopt the 2013 Edition of the California Electrical Code ("CEC") with the changes set forth in this Ordinance;

D. At least one copy of the CEC was filed with the City Clerk of the City was available for public inspection for at least fifteen (15) days preceding the date of the hearing.

SECTION 2: Chapter 2 to Title 13 of the El Segundo Municipal Code ("ESMC") is amended in its entirety to read as follows:

CHAPTER 2
ELECTRICAL CODE

SECTION:

13-2-1: California Electrical Code Adopted.

13-2-1: ADOPTION OF CALIFORNIA ELECTRICAL CODE, 2013 EDITION. Pursuant to California Government Code § 50022.1 to 50022.8, the California Electrical Code, 2013 Edition, published at Title 24, Part 3, of the California Code of Regulations, including Annexes A thru G ("CEC") is adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the CEC, is on file in the office of the Building Official and is available for public inspection as required by law.

SECTION 3: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION. The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. This ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15301 as a minor alteration of existing public or private structures involving no expansion of use; 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density;
and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

SECTION 4: SAVINGS CLAUSE. Repeal of any provision of the ESMC or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other the city ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 7: EFFECTIVE DATE. This Ordinance will take effect on January 1, 2014.

PASSED AND ADOPTED this 5th day of Nov., 2013.

Bill Fisher,
Mayor

APPROVED AS TO FORM
MARK HENSLEY, CITY ATTORNEY

By:
Karl H. Berger
Assistant City Attorney
ATTEST:

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF EL SEGUNDO )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1485 was duly introduced by said City Council at a regular meeting held on the 15th day of October, 2010, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 5th day of November, 2013, and the same was so passed and adopted by the following vote:

AYES: Fisher, Jacobson, Fuentes, Atkinson, Fellhauer

NOES: None

ABSENT: None

ABSTAIN: None

Tracy Weaver, City Clerk
ORDINANCE NO. 1486

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA PLUMBING CODE WITH AMENDMENTS.

The Council of the City of El Segundo does ordain as follows:

SECTION 1: FINDINGS. The City Council finds and declares as follows:

A. Health and Safety Code § 17958 requires the City is required to adopt certain uniform codes that are set forth in Health and Safety Code § 17922 and published in the California Code of Regulations;

B. Pursuant to Government Code § 50022.2, et seq., the City may adopt other uniform codes by reference;

C. It is in the public interest to adopt the 2013 Edition of the California Plumbing Code ("CPC") with the changes set forth in this Ordinance;

D. Amendments have been made to Codes are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes enforced by the City.

E. At least one copy of the CPC was filed with the City Clerk of the City was available for public inspection for at least fifteen (15) days preceding the date of the hearing

SECTION 2: Chapter 5 to Title 13 of the El Segundo Municipal Code ("ESMC") is amended in its entirety to read as follows:

CHAPTER 5

PLUMBING CODE

SECTION:

13-5-1: California Plumbing Code Adopted.

13-5-1: ADOPTION OF CALIFORNIA PLUMBING CODE, 2013 EDITION. Pursuant to California Government Code § 50022.1 to 50022.8, the California Plumbing Code, 2013 Edition, published at Title 24, Part 4, of the California Code of Regulations, including Appendices A, B, D, I, and L ("CPC") is adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the CPC, is on file in the office of the Building Official and is available for public inspection as required by law.
Section 103.3 of the CPC is amended to read as follows:

CPC Section 103.3, Permit Issuance, is deleted in its entirety. The 2013 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CPC.

Section 103.4 of the CPC is hereby amended to read as follows:

CPC Section 103.4 Fees, is deleted in its entirety. The 2013 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CPC.*

SECTION 3: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION. The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. This ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15301 as a minor alteration of existing public or private structures involving no expansion of use; 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density; and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

SECTION 4: SAVINGS CLAUSE. Repeal of any provision of the ESMC or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other the city ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.
SECTION 7: EFFECTIVE DATE. This Ordinance will take effect on January 1, 2014.

PASSED AND ADOPTED this 5th day of Nov., 2013.

Bill Fisher,
Mayor

APPROVED AS TO FORM
MARK HENSLEY, CITY ATTORNEY

By: Karl H. Berger
Assistant City Attorney

ATTEST:
STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF EL SEGUNDO )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1486 was duly introduced by said City Council at a regular meeting held on the 15th day of Oct., 2013, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 5th day of Nov., 2013, and the same was so passed and adopted by the following vote:

AYES: Fisher, Jacobson, Fuentes, Atkinson, Fellhauer

NOES: None

ABSENT: None

ABSTAIN: None

Tracy Weaver, City Clerk
ORDINANCE NO. 1487

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA MECHANICAL CODE WITH AMENDMENTS.

The Council of the City of El Segundo does ordain as follows:

SECTION 1: FINDINGS. The City Council finds and declares as follows:

A. Health and Safety Code § 17958 requires the City is required to adopt certain uniform codes that are set forth in Health and Safety Code § 17922 and published in the California Code of Regulations;

B. Pursuant to Government Code § 50022.2, et seq., the City may adopt other uniform codes by reference;

C. It is in the public interest to adopt the 2013 Edition of the California Mechanical Code ("CMC") with the changes set forth in this Ordinance;

D. Amendments have been made to Codes are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes enforced by the City.

E. At least one copy of the CMC was filed with the City Clerk of the City was available for public inspection for at least fifteen (15) days preceding the date of the hearing

SECTION 2: Chapter 6 to Title 13 of the El Segundo Municipal Code ("ESMC") is amended in its entirety to read as follows:

CHAPTER 6

MECHANICAL CODE

SECTION:

13-6-1: California Mechanical Code Adopted.
13-6-2: Amendments to California Mechanical Code.

13-6-1: ADOPTION OF CALIFORNIA MECHANICAL CODE, 2013 EDITION. Pursuant to California Government Code § 50022.1 to 50022.8, the California Mechanical Code, 2013 Edition, published at Title 24, Part 4, of the California Code of Regulations, including Appendices A through D ("CMC") is adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the CMC, is on file in the office of the Building Official and is available for public inspection as required by law.
13-6-2:

Section 110.0 of the CMC is hereby amended to read as follows:

CMC Section 110.0, Board of Appeals, is deleted in its entirety. The 2013 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CMC.

Section 114.0 of the CMC is hereby amended to read as follows:

CMC Section 114.0 Permits, is deleted in its entirety. The 2013 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CMC.

Section 115.0 of the CMC is hereby amended to read as follows:

CMC Section 115.0 Fees, is deleted in its entirety. The 2013 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CMC.

SECTION 4: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION. The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code § 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations § 15000, et seq., the “CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. This ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines § 15301 as a minor alteration of existing public or private structures involving no expansion of use; 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density; and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

SECTION 5: SAVINGS CLAUSE. Repeal of any provision of the ESMC or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 7: VALIDITY OF PREVIOUS CODE SECTIONS. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other the city ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.
SECTION 8: EFFECTIVE DATE. This Ordinance will take effect on January 1, 2014.

PASSED AND ADOPTED this 5th day of Nov., 2013.

Bill Fisher,
Mayor

APPROVED AS TO FORM
MARK HENSLER, CITY ATTORNEY
By: Karl H. Berger
Assistant City Attorney

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES ) ) SS
CITY OF EL SEGUNDO ) )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1487 was duly introduced by said City Council at a regular meeting held on the 15th day of Oct., 2013, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 5th day of Nov., 2013, and the same was so passed and adopted by the following vote:

AYES: Fisher, Jacobson, Fuentes, Atkinson, Fellhauer

NOES: None

ABSENT: None

ABSTAIN: None

Tracy Weaver, City Clerk
ORDINANCE NO. 1488

AN ORDINANCE ADOPTING BY REFERENCE THE 2013 EDITION OF THE CALIFORNIA FIRE CODE, CHAPTERS 1, DIVISION 2, 3, 4, AND SECTIONS 503, 510.2 AND 1103.2 OF THE INTERNATIONAL FIRE CODE, 2012 EDITION, AND AMENDING THESE CODES THROUGH EXPRESS FINDINGS OF LOCAL NECESSITY.

The Council of the City of El Segundo does ordain as follows:

SECTION 1: FINDINGS. The City Council finds that certain local climatic, geological, or topographical conditions exist as follows:

A. Climatic - The City experiences periods of extremely high temperatures accompanied by low humidity and high winds each year. These conditions could create an environment in which the Fire Department may be unable to control fires occurring in vegetation as well as structures not having built in fire protection.

B. Geological - The City is located in a seismically active area. A significant earthquake could render the Fire Department incapable of providing adequate fire protection. In that instance, built-in fire protection would be relied upon for controlling most structural fires.

C. After due consideration, the City Council finds and determines that due to these local climatic, geological, or topographical conditions that amendments, additions, and deletions to the California Fire Code, 2007 Edition, are reasonably necessary to provide sufficient and effective levels of fire safety for the protection of life, health and property. Specifically, these amendments are made as follows:

1. CFC § 503 – Provides a means of ensuring that fire department access to buildings and fire hydrants is provided uniformly in the City during periods of low humidity and high winds, potential seismic activity, or in areas of restricted access present in the City.

2. CFC § 505.1, 505.1.1 – Provides a means of ensuring that fire department access to buildings and fire hydrants is provided uniformly in the City during periods of low humidity and high winds, potential seismic activity, or in areas of restricted access present in the City.

3. CFC § 510.2 and 1103.2 – Provides a means of ensuring that safe and efficient firefighting operations are conducted in buildings with limited radio reception during periods of low humidity and high
winds, potential seismic activity, or in areas of restricted access present in the City.

4. CFC § 605.11.3.2.1 – Provides roof access on residential structures for firefighter smoke and heat ventilation operations that will provide adequate protection during periods of low humidity and high winds, potential seismic activity, or in areas of restricted access present in the City.

5. CFC § 901.4.7 – 910.1. Provides a means of ensuring that fire protection systems are installed and maintained in a manner that will provide adequate protection during periods of low humidity and high winds, potential seismic activity, or in areas of restricted access present in the City.

6. CFC 903.3.5.3 – Requires that fire sprinkler systems are designed to allow for water reduction during periods of low humidity and high winds, potential seismic activity, or in areas of restricted access present in the City.

7. CFC § 915.1 – 915.8.2.6. Requires the installation of fire protection and life safety equipment in new mid-rise buildings/structures that increase the fire and life safety of the structures/buildings in order to provide adequate fire protection during periods of low humidity and high winds, potential seismic activity, or in areas of restricted access present in the City.

8. CFC § 1030.9. Requires fire escapes to be kept clear, maintained and an annual inspection by a certified individual to ensure the fire escapes are operable due to potential seismic activity.

9. CFC § 5601.2 and 5601.3 Prohibits the general use of fireworks, including "Safe and Sane" fireworks and authorizes the fire code official to confiscate fireworks in order to reduce the danger from fire during periods of low humidity and high winds, potential seismic activity, or in areas of restricted access present in the City.

10. CFC Appendix B § B105.2. Reduces the available fire flow reduction to 50 percent to increase site available fire flow to provide adequate fire protection and life safety during periods of low humidity and high winds, potential seismic activity, or in areas of restricted access present in the City.
SECTION 2: Chapter 10 to Title 13 of the El Segundo Municipal Code ("ESMC") is amended in its entirety to read as follows:

"CHAPTER 10
13-10-2: FIRE CODE

A. SECTIONS:
13-10-1: ADOPTION OF CODES.
13-10-2: AMENDMENTS, ADDITIONS, AND DELETIONS.
13-10-3: ADDING APPENDIX M TO THE CFC.
13-10-4: GEOGRAPHICAL LIMITS.

13-10-1: ADOPTION OF CODES.
Pursuant to California Government Code §§ 50022.1 to 50022.8, the City adopts and incorporates by reference the California Fire Code, 2013 Edition ("CFC"), including Appendixes A, B, and C published drafted and published by the International Code Council, 500 New Jersey Avenue NW, 6th Floor, Washington DC, 20001-2070 and the California Building Standards Commission, 2525, Natoma Park Drive, Ste 130, Sacramento, California 95833. The City also adopts and incorporates by reference Chapters 1, Division 2, 3, 4, and Section 503 of the International Fire Code, 2012 Edition, published by the International Code Council, not included in the California Building Standards Code, as modified and amended by this chapter. Should the changes set forth below conflict with the provisions of any other locally adopted code, these changes will prevail. The CFC and the IFC will apply to all occupancies within the City's jurisdiction. One (1) true copy of each code is on file with the City Clerk and is available for public inspection as required by law.

13-10-2: AMENDMENTS, ADDITIONS, AND DELETIONS.
After due consideration, the City Council has found that as a result of existing local climatic, geological, or topographical conditions that amendments, additions, and deletions to the CFC are reasonably necessary to provide sufficient and effective levels of fire safety for the protection of life, health and property. Therefore, the CFC is amended, added to, or deleted from, as set forth below:

§ 104.10 Investigations. The Fire Department is authorized to promptly investigate the cause, origin and circumstances of each and every fire, explosion, unauthorized release of hazardous materials, or any other hazardous condition within the City. If it appears to the bureau of investigation that such fire is suspicious in origin, it is authorized to take immediate charge of all physical evidence relating to the cause of fire and to pursue investigation to its conclusion.

§ 104.10.1 Assistance from other agencies. The Police Department and other public agencies are authorized to assist the Fire Department in its investigations when requested to do so.
§ 104.10.2 Technical assistance. When there is a fire, explosion, hazardous materials incident or other potential life or serious property threatening situation, the fire code official can request the owner to or operator to hire a private fire protection or hazardous materials investigator, acceptable to the fire code official and at the expense of the owner or operator, to provide a full report of the incident, including, without limitation, such matters as origin, cause, circumstances or proposed solution to the problem.

§ 104.11.4 Financial Responsibility. Any person who personally, or through another, willfully, negligently, or in violation of law, sets a fire, allows a fire to be set, or allows a fire kindled or attended by him/her to escape from his/her control, allows any hazardous material to be handled, stored, disposed of, or transported in a manner not in accordance with this Code, State law or nationally recognized Standards, allows any hazardous material to escape from his/her control, allows continuation of a violation of this Code is liable for the expense of fighting the fire or for the expenses incurred during a hazardous materials incident, and such expense will be a charge against that person.

§ 105.2 Application for Permit. Applications for permits will be made to the fire prevention office in such form and detail as prescribed by the fire code official. Applications for permits must be accompanied by such plans as required by the fire code official. Any applicable permit fees must be paid at the time of application for the permit.

§ 105.6.48 Battery systems. To install or operate stationary storage battery systems having a liquid capacity of more than 50 gallons (189 L) for flooded lead acid, nickel cadmium (NiCad) and valve-regulated lead acid (VRLA), or 1,000 pounds (454 kg) for lithium-ion, used for facility standby power, emergency power or uninterruptible power supplies. See Section 608.

§ 105.6.49 Woodworking. To operate a business which conducts woodworking, or operates as a cabinet shop or other similar purposes.

§ 105.7.13 Rooftop obstructions. A construction permit is required to install or modify solar photovoltaic power systems, rooftop gardens or landscaped roofs.

§ 106.2.1 Inspection requests. It is the duty of the holder of the permit or their duly authorized agent to notify the fire code official when work is ready for inspection. It is the duty of the permit holder to provide access to and means for inspection of such work that are required by this code. Every request for inspection must be filed not less than two working days before such inspection is desired. Such request may be in writing or by telephone.

§ 108.4 Filing fee and application. The City will assess a fee in an amount set by resolution at the time that an appellant files an appeal of any order, decisions, or determination made by the fire code official relative to the application and
interpretation of this Code. The fee is refundable should the appellant prevail in a
decision by the Board. The appeal must be taken by filing a written notice of appeal,
in letterform, to the Board of Appeals. The Board’s decision constitutes the City’s
final decision.

§ 109.4 Violation penalties. Persons who violate a provision of this code or fail to
comply with any of its requirements or who erects, installs, alters, repairs or does
work in violation of the approved construction documents or directive of the fire code
official, or of a permit or certificate used under provisions of this code, is guilty of a
misdemeanor, punishable by a fine of not more than $1,000 dollars or by
imprisonment not exceeding 6 months, or both such fine and imprisonment. Each
day that a violation continues after due notice has been served constitutes a
separate offense.

§ 202 GENERAL DEFINITIONS are amended to add and/or modify the following
definitions to read as follows:

“Administrator” means the City Manager, or designee, of the city of El Segundo.

“Building Access” means an exterior door opening conforming to all of the
following:

1. Suitable and available for fire department use, opening onto or adjacent to
   a public way or a fire department access road as described in Section
   902.

2. Located not more than 2 feet (609.6 mm) above adjacent ground level.

3. Leading to a space, room or area having foot traffic communication
capabilities with the remainder of the building.

4. Designed to permit access with the use of keys available in an approved
   key lock box.

“Fire Code Official” is the Fire Chief or a duly authorized representative.

“Low-Rise Building” is any building that is less than four stories in height from the
lowest level of fire department access. Measurement will be from the topside of
the highest floor level that can be occupied to the lowest floor level of building
access, as defined in Section 202.

“Mid-Rise Building” is any building having space used for human occupancy four
complete stories or more in height while being 75 feet (22,860 mm) or less in
height and not defined as a high-rise building by Section 202. Measurement will
be from the topside of the highest floor level that can be occupied to the lowest
floor level of-building access, as defined in Section 202.
“Open Burning” is the burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge-pots and similar devices associated with safety or occupational uses typically considered open flames. For the purpose of this definition, a chamber must be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

§ 307.1.1 Prohibited Open Burning. Open flame, open burning, recreational burning, fires in outdoor fireplaces or portable fireplaces that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous is prohibited.

§ 308.1.4 Open-flame cooking devices. is deleted

§ 311.5 Placards. is deleted

§ 405.2 Table 405.2 Footnote ‘a’
   a. The frequency in all school levels are allowed to be modified in accordance with Section 408.3.2. Secondary level schools need only conduct evacuation drills twice each school year.

§ 408.1 General. is deleted

§ 408.2 Group A occupancies. is deleted

§ 408.3 Group E occupancies and Group R-2 college and university buildings. is deleted

§ 406.5 I occupancies. is deleted

§ 408.6 Group I-2 occupancies. is deleted

§ 408.7 Group I-3 occupancies. is deleted

§ 408.8 Group R-1 occupancies. is deleted

§ 408.9 Group R-2 occupancies. is deleted

§ 408.10 Group R-4 occupancies. is deleted

§ 408.11 Covered mall buildings. is deleted

§ 503, Fire Apparatus Access Roads is adopted with the following amendments:
   Page 6 of 25
§ 503.1.1 Buildings and facilities. Approved fire apparatus access roads must be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road must comply with the requirements of this section and extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the of the first story of the building as measured by an approved route around the exterior of the building or facility. The fire code official has the authority to designate fire apparatus access roads on private property.

Exception: The fire code official is authorized to increase to dimension of 150 feet (45,720 mm) where:

1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.1.2 or 903.3.1.3.

2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

3. There are not more than two Group R-3 or Group U occupancies.

§ 503.2.1 Dimensions. Fire apparatus access roads must have an unobstructed width of not less than 20 feet (6096 mm) exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 15 feet (4572 mm).

Exception:

1. When serving only one Group R, Division 3 or Group U Occupancy the unobstructed width of the access road may be 12 feet (3658 mm).

§ 503.2.1.1 Access roads with vehicle parking. No access roads can be less than 32 feet (9754 mm) in width if the vehicle parking is permitted on one side of the access road and not less than 40 feet (12,192 mm) if vehicle parking is permitted on both sides of the access road. To permit the free passage of vehicles, access roads designated for vehicle parking on only one side must have signs or markings prohibiting the parking of vehicles on the traffic flow side of the roadway.

§ 503.2.1.2 Road divider. An access road divider into separate adjacent one-way traffic lanes by a curbed divider or similar obstacle must not be less than 15 feet (4572 mm) in unobstructed width on each side of the divider.

§ 503.2.4 Turning radius. The inside turning radius of a fire apparatus access road must be a minimum of 60 feet, outside and 40 feet, inside.
§ 503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads cannot be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 must be maintained at all times. Speed bumps and speed humps must be approved before installation.

§ 505.1 Address numbers. Approved address numbers and letters must be placed on all new and existing buildings and units in such a location as to be plainly visible and legible from the street or road fronting such buildings and units. Numbers and letters must be at least four (4) inches in height for residential, six (6) inches in height for commercial, and twelve (12) inches in height for industrial buildings and units and may not be located on doors or other areas that can be obstructed from view. The numbers and letters will be in a color that contrasts with their background and must be in the City's approved numbering sequence. Commercial and industrial buildings and units that are served by an alley must also have approved address numbers and letters posted in a visible location near the primary door to the alley.

§ 505.1.1 Directory. For complexes and large buildings, a directory or premises map with approved addressing must be installed and maintained at a location and in format as approved by the fire code official.

§ 507.5.1.1 Hydrant for sprinkler systems and standpipe systems. Buildings equipped with a an automatic sprinkler system or a standpipe system installed in accordance with Sections 903 or 905 must have a fire hydrant within 80 feet of the fire department connection.

Exception: The distance may be permitted to exceed 80 feet where approved by the fire code official.

§ 510.2 Emergency responder radio coverage in existing buildings. is adopted

§ 605.11.3.2.1 Residential building smoke and heat ventilation. Panels/modules installed on the roof of residential buildings must be located only on one side of any ridge in order to allow for Fire Department smoke and heat ventilation operations. The opposite ridge must have the panels/modules located no higher than 3 feet below the ridge.

Exceptions:
1. Where the solar panels/modules are spaced a minimum 5 feet from the ridge.
2. Where the building is protected throughout by a fire sprinkler system installed in accordance with the applicable NFPA Standard.
3. Where the building is provided with approved skylights and/or smoke and heat vents located in approved locations per the El Segundo Fire Department.

§ 805 Upholstered Furniture and Mattress In New and Existing Buildings. is deleted
§ 808 Furnishings Other Than Upholstered Furniture and Mattresses or Decorative Materials in New and Existing Buildings. is deleted

§ 901.4.7 Partial fire sprinkler systems. Where in this Code or the Building Code a partial fire sprinkler system is required, the fire sprinkler system must be installed, modified or extended to protect the entire building or structure.

§ 901.11 Problematic systems. In the event of a failure of a fire protection system or 2 or more alarms in a week where the fire code official finds no evidence of a situation requiring a response, the fire code official is authorized to require the building owner or occupant to provide a fire watch until the system is repaired. Fire watch personnel must be provided with at least one approved means for notification of the Fire Department and their only duty is to perform constant patrols of the protected premises and keep watch for fires.

§ 903.2.11.3 Building 4 stories or more in height. An automatic sprinkler system must be installed throughout all buildings having usable floor area four stories or more above grade, or buildings attached thereto.

Exceptions:

1. Airport control towers
2. Open parking structures.
3. Occupancies in Group F-2.

§ 903.2.20 Structures in the Smoky Hollow Specific Plan Area. An automatic sprinkler system must be provided throughout every facility or building hereafter constructed within the Smoky Hollow Specific Plan Area.

§ 903.3.1.2.2 Protection of attached garages. Residential occupancies protected by an automatic sprinkler system in accordance with NFPA 13R must have automatic sprinklers installed in attached garages and in other areas as required by the fire code official.

§ 903.3.1.3.1 Protection of attached garages. Residential occupancies protected by an automatic sprinkler system in accordance with NFPA 13D must have automatic sprinklers installed in attached garages and in other areas as required by the fire code official.

§ 903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

§ 903.3.8 Shutoff valves. Sprinkler shut off valves are required on each floor of buildings three stories or greater in height.

§ 905.5.3 Intentionally blank.
§ 907.6.5 Monitoring. All fire alarm and detection systems must be monitored by an approved central station as defined in NFPA 72. A (UL) Underwriters Laboratories Certificate or (FM) Factory Mutual Placard must be provided and maintained by a UL Listed or FM Approved fire alarm contractor who provides runner service in accordance with the 2013 Edition of NFPA 72, Chapter 26 for all newly installed fire alarm systems in commercial occupancies. This regulation applies to all fire alarm systems that are newly installed in commercial occupancies for which permits are required by the El Segundo Fire Department on or after January 1, 2014. Any existing fire alarm system in a commercial occupancy wherein the fire alarm control unit and alarm system components are to be replaced is considered newly installed for the purposes of this section.

Exception. Supervisory service is not required for:

1. Single and multiple-station smoke alarms required by Section 907.2.11.
2. Smoke detectors in Group I-3 occupancies.
3. Automatic sprinkler systems in one and two-family dwellings.

§ 910.1 General. Where required by this Code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems and draft curtains must conform to the requirements of this section.

Exceptions:

1. Frozen food warehouses used solely for storage of Class I and II commodities where protected by an approved automatic sprinkler system.

2. Where areas of buildings are equipped with early suppression fast-response (ESFR) sprinklers, smoke and heat venting must be provided by mechanical smoke exhaust systems in accordance with Section 910.4 within these areas.

SECTION 915 MID-RISE BUILDINGS

SECTION 915.1 General

§ 915.1.1 Scope. In addition to other applicable provisions of this code, other laws and regulations, and any policies of the fire code official, the provisions of this article apply to every mid-rise building, of any type construction, newly constructed after the adoption of this Code, or which undergoes a complete renovation that requires the complete vacancy of the building.

Exceptions: The following structures, while defined as mid-rise buildings, are not subject to this article:
1. Buildings used exclusively as open parking garage;

2. Buildings where all floors above the third floor (9,144 mm) level are used exclusively as open parking garage;

1. Buildings such as power plants, lookout towers, steeples, grain houses, and similar structures with non-continuous human occupancy, when so determined by the fire code official;

2. Buildings used exclusively for jails, prisons and hospitals.

§ 915.1.2 Definitions. For definitions of MID-RISE BUILDING and BUILDING ACCESS, see Section 202.

§ 915.2 Building Access.

§ 915.2.1 Building Access. Building access must be provided and approved by the fire code official.

§ 915.3 Fire and Life Safety Requirements.

§ 915.3.1 Automatic Fire Sprinklers. Every mid-rise building must be protected throughout by an automatic fire sprinkler system that is designed and installed in conformance with NFPA 13. A shut-off valves and a water flow alarm device must be provided for each floor.

§ 915.3.2 Standpipes. Every mid-rise building must be provided with a class I standpipe system in each required stairway. The standpipe system must be interconnected with the fire sprinkler system. The system must consist of 2½ inch hose valves provided for each floor level above or below grade. Two hose outlets must also be located on the roof, outside of each stair shaft enclosure that penetrates the roof. Hose connections must be located in the exit vestibule, unless otherwise approved by the fire code official.

§ 915.3.3 Smoke Detection. Smoke detectors must be provided in accordance with this section. Smoke detectors must be connected to an automatic fire alarm system installed in accordance with NFPA 72. The actuation of any detector required by this section will operate the emergency voice alarm signaling system and will place into operation all equipment necessary to prevent the circulation of smoke through air return and exhaust ductwork.

§ 915.3.3.1 Location. Smoke detectors must be located as follows:
1. In every elevator machinery room and in all elevator lobbies. Elevator lobby detectors must be connected to an alarm verification zone or be listed as a releasing device.

2. In the main return-air and exhaust-air plenum of each air-conditioning system. Such device must be located in a serviceable area downstream of the last duct inlet.

3. At each connection to a vertical duct or riser serving two or more stories from a return-air duct or plenum of an air conditioning system. In Group R-1 and R-2 Occupancies, an approved smoke detector may be used in each return-air riser carrying not more than 5,000 cubic feet per minute and serving not more than 10 air inlet openings.

4. For Group R-1 and R-2 Occupancies, in all corridors serving as a means of egress for an occupant load for 10 or more.

§ 915.3.4 Smoke Control. A passive or active smoke control system must be provided for all mid-rise buildings whenever a complete floor is in excess of 55 feet (16.764 mm) from the lowest point of Fire Department access. Such system must be mechanical and must be designed, installed and tested to be in compliance with Section 909.

§ 915.3.5 Fire Alarm System. An approved and listed, automatic and manual, fully addressable and electronically supervised fire alarm system must be provided in conformance with this code and any policies of the Fire Prevention Division.

§ 915.3.6 Emergency voice alarm signaling system. The operation of any automatic or manual fire alarm initiating device must automatically sound an alert tone followed by a pre-recorded voice instruction giving appropriate information and direction on a general or selective basis to entire building, occupied and normally non-occupied areas.

§ 915.3.6.1 Pre-recorded instructions. The content of the voice alarm instruction must be approved by the El Segundo Fire Department.

§ 915.3.6.2 Manual override. A manual override for emergency voice communication must be provided for all paging zones.

§ 915.4 Central Control Station.

§ 915.4.1 General. A central control station room for fire department-operations must be provided. The location and accessibility of the central control station room must be approved by the fire department. The room must be separated from the remainder of the building by not less than one-hour, fire resistive occupancy
separation. The room must be a minimum of 96 square feet with a minimum dimension of 8 feet. It must contain the following as a minimum:

1. The voice alarm and public address panels.
2. The fire alarm annunciator panel.
3. Elevator annunciator panel when the building exceeds 55 feet in height.
4. Status indicators and controls of air handling systems.
5. Controls for unlocking stairwell doors.
6. Annunciator panels for emergency and stand-by power status.
7. Annunciator panels for fire pump status.
8. Complete building plans set.
10. Elevator control switches for switching of emergency power.

§ 915.4.2 Annunciation identification. Control panels in the central control station must be permanently identified as to function. Water flow, automatic fire detection, and manually activated fire alarms, supervisory and trouble signals must be monitored by an approved, UL listed Central Monitoring Station or Proprietary Monitoring Station and annunciated in the central control station by means of an audible and visual indicator. For the purposes of annunciation, zoning must be in accordance with the following:

1. When the system serves more than one building, each building must be considered separately.
2. Each floor must be considered a separate zone.
3. When one or more risers serve the same floor, each riser must be considered a separate zone.

§ 915.5 Elevators.

§ 915.5.1 Standards. Elevators and elevator lobbies must be provided and must comply with the California Building Code and the following:

§ 915.5.2 General. At least one elevator cab must be assigned for Fire Department use, which serves all floors of the building. All provisions hereinafter are in reference to said elevator cab(s).

§ 915.5.2.1 Size. The size of the elevator cab must have dimensions as specified in Section 915.5.2.1.1.

§ 915.5.2.1.1 Ambulance Stretcher. The elevator cab must be provided with adequate dimensions to accommodate an ambulance type stretcher in accordance with the provisions of Section 3002.4a.1 of California Building Code.

§ 915.6 Standby Power.
§ 915.6.1 General. An on-site standby power system conforming to the Electrical Code must be provided. In the event of failure of the normal power source, the standby power system must provide an alternate source of electrical power to serve at least the designated loads as set forth in Section 915.6.2 at full power. The system may consist of an on-site generator or a system of batteries, or both. The installation must be in accordance with this code, nationally recognized standards, and any policies of the fire code official.

§ 915.6.2 Loads. The power load requirements for sizing the standby power system must include, without limitation to the following:

1. Exit signs and exit path illumination;
2. Fire alarm system;
3. Elevator(s) assigned for fire department use;
4. Electrically driven fire pumps (if provided);
5. Smoke control systems;
6. Stairwell pressurization;
7. Lighting circuits supplying all elevator cabs, elevator lobbies, generator room, fire pump room, and other areas designated by the fire code official.

§ 915.6.3 Fuel Supplies. On-site fuel supplies for prime movers of a standby power generator must be sufficient for at least 48 hours at the generator's listed full load. Where fuel supplies require automatic transfer into a primary tank from a secondary fuel storage tank, the fuel transfer system must be provided with redundant fuel pumps to insure reliability. The fuel supply tank provided must be capable of storing at least 200% of the calculated amount of fuel needed.

§ 915.7 Emergency Electrical System

§ 915.7.1 General. Electrical systems and equipment specified in Section 915.6 are classed as emergency systems and must be installed in accordance with this code, NFPA 110, NFPA 111 and policies of the fire code official. Such systems must operate within 10 seconds of failure to normal power supply. Such emergency power supply may be separate from the standby power required for fire pumps and elevators assigned for fire department use.

§ 915.7.2 Emergency Systems. The following are classed as emergency systems:

1. Exit signs and means of egress illumination
2. Fire alarm system
3. Fire detection system
4. Sprinkler alarm system
5. Elevator cab lighting
6. Smoke control systems.

§ 915.8 Means of Egress

§ 915.8.1 General. Means of egress must comply with the provisions of Section 915.8.

§ 915.8.1 Stairway enclosures. All stairways used for exiting must be protected by an exit enclosure designed in accordance with the California Building Code, Section 1020.1 and this Section.

§ 915.8.2.1 Construction. Construction of stairway enclosures must in accordance with the California Building Code, Section 1005.3.3.2.

§ 915.8.2.2 Extent of Enclosure. Stairway enclosures must be continuous and must fully enclose all portions of the stairway. Exit enclosure must exit directly to the exterior of the building or include an exit passageway on the ground floor, leading to the exterior of the building. Each exit enclosure must extend completely through the roof and be provided with a door that leads onto the roof.

§ 915.8.2.3 Openings and Penetrations. Openings and Penetrations must be as specified in the California Building Code, Section 1020.1.1.

§ 915.8.2.4 Pressurized Enclosures. A pressurized stairway enclosure must be provided for all mid-rise buildings whenever a complete floor is in excess of 55 feet (16.764 mm) from the lowest point of Fire Department access. The pressurized stairway must be designed and pressurized as specified in the California Building Code, Section 909.20.

§ 915.8.2.4.1 Vestibules. Pressurized stairway enclosures, serving Mid-Rise buildings must be provided with a pressurized entrance vestibule on each floor that complies with the California Building Code, Section 909.20.

§ 915.8.2.4.1.1 Vestibule Size. Vestibule size must be not less than 44 inches in width and not less than 72 inches in the direction of travel.

§ 915.8.2.4.1.2 Vestibule Construction. Vestibules must have walls, ceilings and floors of not less than two-hour fire resistive construction.
§ 915.8.2.4.1.3 Vestibule Doors. Vestibule doors must comply with California Building Code, Section 909.20.

§ 915.8.2.4.1.4 Pressure Differences. The minimum pressure difference within a vestibule must comply with California Building Code, Section 909.20.

§ 915.8.2.4.1.5 Standpipes. Fire Department standpipe connections and valves serving the floor must be within the vestibule and located in a manner so as not to obstruct egress when hose lines are connected and charged.

§ 915.8.2.5 Locking of Stairway doors. All stairway doors that are locked to prohibit access from the stairway side must have the capability of being unlocked simultaneously, without unlatching, upon a signal from the fire control room. Upon failure of normal electrical service, or activation of any fire alarm, the locking mechanism must automatically retract to the unlocked position. Hardware for locking of stairway doors must be State Fire Marshal listed and approved by the fire code official by permit before installation. Stairway doors located between the vestibules and stairway shaft must not be locked.

§ 915.8.2.6 Communications. A telephone or other two-way communications system connected to an approved emergency service which operates continuously must be provided at not less than every third floor in each required exit stairway vestibule.

§ 1030.10 Fire escape maintenance. Fire escapes must be kept clear and unobstructed at all times, must be maintained in good working order at all times and must receive an annual inspection by a Los Angeles Fire Department Regulation 4 certified individual. The inspection records must remain on site for Fire Department review.

§ 1103.2 Emergency responder radio coverage is existing buildings. is adopted

§ 3304.8 Fire retardant plastic sheeting and tarpaulins. Fire retardant tarpaulins and sheeting must be used to barricade construction areas from occupied building spaces and to provide floor or wall protection in occupied buildings.

§ 3206.2 Table 3206.2, Footnote 'j' is amended to read as follows:

j. Smoke and heat removal must be accomplished by mechanical ventilation in accordance with Section 910.4 when storage areas are protected by early suppression fast response (ESFR) sprinkler systems installed in accordance with NFPA 13.

§ 5601.2 Fireworks. The manufacturing, possession, storage, sale, use and handling of fireworks, including without limitation, “Safe and Sane” fireworks, is prohibited
Exceptions:
1. Storage of fireworks in accordance with the requirements for low order explosives in Title 19, California Code of Regulations, Chapter 10.
2. Storage of fireworks, 1.4G in accordance with the Building Code.
3. Use and handling of fireworks for professional display in accordance with Title 19, California Code of Regulations, Chapter 6.

§ 5601.3 Seizure of Fireworks. The fire code official has the authority to seize, take and remove fireworks stored, sold, offered for sale, used or handled in violation of the provisions of Title 19, California Code of Regulations, Chapter 6 and California Health and Safety Code, Chapter 9.

Appendix B § B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings is specified in Table B105.1

Exception: A reduction in required fire-flow up to 50 percent, as approved, is allowed when the building is protected with an approved automatic sprinkler system installed in accordance with Section 903.1.1 or 903.1.2. The resulting fire-flow must not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1

13-10-3: A new Appendix K Temporary Haunted Houses, Ghost Walks, And Similar Amusement Uses is added to the CFC to read as follows:

SECTION K101
GENERAL

§ K101.1 Scope. These regulations apply to temporary Haunted Houses, Ghost Walks, or similar amusement uses, where decorative materials and confusing sounds and/or visual effects are present.

§ K101.2 Permits. An operational permit is required for Haunted Houses, Ghost Walks, or similar amusement uses in accordance with Appendix K101.2.

§ K101.2.1 Permit documents. The permit application must include a dimensioned site plan and floor plan.

A site plan showing the following:
1. The proximity of the event building(s) to other structures or hazardous areas.
2. The path of travel from the event building or area to the public way.
3. The location of exterior evacuation assembly points.
A floor plan showing the following:
1. Dimensions of the area being used (include total square footage, width, and types of exits, aisles, or interior exit pathways, etc.).
2. The path of travel must include the layout of any mazes, mirrors or other display items that may confuse the egress paths.
3. A brief description of what will be depicted in each room or area along the walk or course including the type of special effects to be utilized.
4. Location of exits, exit signs, and emergency lighting.
5. Location of electrical panel(s) and light switches.
6. Identification of what the normal or prior use of the structure(s) being used is (e.g., auditorium, school, church)
7. Accessible egress routes.
8. When required, areas of refuge.
9. When required by Section 318.9, fire alarm panel location, manual fire alarm boxes, and horn/strobe locations.
10. Portable fire extinguisher locations.
11. The location and fuel capacity of all generators.

§ K101.3 El Segundo Department of Planning and Building Safety approval. Approval to operate a temporary amusement haunted house or similar use or to change the approved of use of an existing building, or portion thereof, for temporary amusement haunted house or similar use or to change the approved of use of an existing building, or portion thereof, for temporary amusement haunted house or similar use requires approved by the El Segundo Department of Planning and Building Safety before the Fire Department’s final construction document approval and issuance of an operational permit.

SECTION K102
DEFINITIONS

§ K102.1 [CFC 202] DECORATIVE MATERIALS. All materials applied over the building interior finish for decorative, acoustical or other effect (such as curtains, draperies, fabrics, streamers and surface coverings) and all other materials utilized for decorative effect (such as batting, cloth, cotton, hay, stalks, straw, vines, leaves, trees, moss and similar items), including foam plastics and materials containing foam plastics. Decorative materials do not include floor coverings, ordinary window shades, interior finish and materials 0.025 inch (0.64 mm) or less in thickness applied directly to and adhering tightly to a substrate.

§ K102.2 HAUNTED HOUSE. A building or structure usually used during the Halloween season for amusement or entertainment purposes. A Haunted House may or may not be considered a Special Amusement Building depending on the layout and effects employed.

§ K102.3 GHOST WALKS. Similar to Haunted Houses and may include both indoor and outdoor areas where the means of egresses are similarly not readily identifiable.
§ K102.4 [CBC 411.2] SPECIAL AMUSEMENT BUILDING. A special amusement building is any temporary or permanent building or portion thereof that is occupied for amusement, entertainment or educational purposes and that contains a device or system that conveys passengers or provides a walkway along, around or over a course in any direction so arranged that the means of egress path is not readily apparent due to visual or audio distractions or is intentionally confounded or is not readily available because of the nature of the attraction or mode of conveyance through the building or structure.

SECTION K103
GENERAL REQUIREMENTS

§ K103.1 Allowable structures. Temporary Amusement Haunted Houses, Ghost Walks, and similar amusement uses which meet the definition of a Special Amusement Building can only be located in structures that comply with the provisions for Special Amusement Buildings in accordance with the California Building Code when the planned layout and effects employed meet the definition of a Special Amusement Building.

§ K103.2 Tents or membrane structures. Tents and membrane structures may be used when in compliance with all applicable requirements of this Appendix and when the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than 50 feet.

§ K103.3 Fire evacuation plans. A fire safety and evacuation plan that complies with Section 404 of the California Fire Code must be submitted and approved.

§ K103.4 Staffing. The event must be adequately staffed by qualified person(s) to control the occupant load and assist patrons in exiting should an evacuation become necessary. Staffing level is determined upon review of plans and may be established at the discretion of the Fire Code Official.

§ K103.5 Occupant load. Maximum occupant load must conform with Chapter 10 Table 1004.1.1. A sign stating maximum occupancy must be posted in a visible location near the entrance. The attendant(s) must control the flow of patrons so as not to exceed this limit.

§ K103.6 Exits. Exiting must be in accordance with Chapter 10 and this Section.

1. Two exits must be provided from each room with an occupant load of 50 or more. Required exit doors shall swing in the direction of egress.
2. Illuminated exit signs must be provided at each exit serving an occupant load of 50 or more.
3. Exit doors with a lock or latch are prohibited when serving an occupant load of 50 or more unless it constitutes panic hardware.
4. When tents or membrane structures are approved for use, curtains are not be allowed to cover the exits.
5. Emergency lighting must be provided in exit pathways.
6. Exhibits and decorative materials cannot obstruct, confuse, or obscure exits, exit pathways, exit signs, or emergency lights.
7. Additional exit pathway markings, such as low level exit signs and directional exit path markings may be required.

§ K103.7 Fire protection. Temporary Amusement Haunted Houses, Ghost Walks, and similar amusement uses which meet the definition of a Special Amusement Building must be provided with fire protection systems in accordance with Appendix K103. 7.

Exception: When the total floor area of Haunted Houses or indoor portions of Ghost Walks are less than 1,000 square feet and the travel distance to an exit is less than 50 feet.

§ K103.7.1 Fire sprinkler protection. An automatic fire sprinkler system is required for Haunted Houses and indoor portions of Ghost Walks. Fire sprinkler systems must comply with Section 903.

§ K103.7.2 Fire detection systems. An approved automatic fire detection system shall be provided in accordance with Section 907.2.12 as required for special amusement buildings.

§ K103.7.3 Alarm. Activation of any single smoke detector, the fire sprinkler system, or other automatic fire detection device shall be in accordance with Section 907.2.12.1.

§ K103.7.4 Emergency voice alarm. Special amusement buildings must provide an emergency voice/alarm communication system in accordance with Section 907.2.12.3.

§ K103.7.5 Portable fire extinguishers. See Section K103.16.

§ K103.8 Electrical. When required, a permit shall be obtained from the local Building Official.

§ K103.8.1 Extension cords. Extension cords shall be UL listed and must be appropriate for the intended use.

§ K103.8.2 Power taps. Only UL listed relocatable power taps with overcurrent protection may be used when the number of outlets provided is inadequate. Power strips must be plugged directly into the outlet, and cannot be plugged into one another in series.
§ K103.8.3 String lighting. Manufacturer’s installation instructions must be followed for the maximum allowable number of string lights that can be connected. When connecting string lights together, the total amperage of all string lights must be calculated to ensure they do not exceed the amperage for the extension cord and circuit.

§ K103.8.4 Protection. All extension cords and power strips must be adequately protected from foot traffic.

§ K103.8.5 Portable generators. When portable generators are utilized, they must be diesel fuel type and located a minimum of 20 feet away from all structures.

§ K103.8.6 Additional electrical requirements. See California Fire Code Section 605 for additional electrical requirements.

§ K103.9 Decorative materials and interior finishes. Interior wall, ceiling, and floor finishes must be Class A rated in accordance with the California Building Code. Also see California Fire Code Chapter 8.

§ K103.9.1 Decorative materials. All decorative materials must be inherently flame retardant, or be treated with a California State Fire Marshal (SFM) listed flame retardant material. If the decorative material is treated SFM listed flame retardant material by a non-SFM licensed applicator, the SFM labeled container and sales receipt must be provided to the fire code official for inspection purposes. Also see Fire Code Chapter 8.

§ K103.9.2 Flame test. Flame retardant material testing must be completed in accordance with Section 803.5 of the California Fire Code as referenced from the California Code of Regulations, Title 19, Division 1, Article 3, Section 3.21(a) and (b). Proof of testing shall be provided.

§ K103.9.3 Placement of decorative materials. Decorative materials, props and/or performer platforms cannot obstruct, confuse, or obscure exits, exit signs, exit pathways, emergency lighting or any component of fire protection systems and equipment (e.g. fire extinguishers, fire alarm systems, fire sprinklers, etc.) inside or outside the building.

§ K103.10 Smoke generators. The fire code official may restrict use of smoke-generating equipment if it is determined to be incompatible with smoke alarm(s). Care and consideration must be used with respect to smoke generator and smoke alarm locations. Smoke generator and smoke alarm locations shall be approved by the fire code official.

§ K103.11 Display of motor vehicles. Display of motor vehicles must be in accordance with Section 2402.18 of the California Fire Code.

§ K103.12 Inspections. A fire and life safety inspection must be conducted by the fire code official before any haunted house, ghost walk or special amusement building is made available for public use.
§ K103.13 Signs. "NO SMOKING" signs must be conspicuously posted at the main entrance and throughout the exhibit.

K103.14 Prohibited areas. Inside storage or use of flammable and/or combustible liquids, gases, and solids is prohibited. Open flames are prohibited.

§ K103.15 Maintenance. Good housekeeping must be maintained throughout exhibit and exit pathways, at all times. The means of egress system cannot be obstructed during event operations.

§ K103.16 Portable fire extinguishers. Fire extinguishers must have a minimum 2A-10B:C rating. Fire extinguishers must be properly mounted and be visible and accessible at all times. Clearly identify locations with signs or reflective tape. Fire extinguishers must be located within 50 feet travel distance from anywhere in the building or structure.

13-10-4: GEOGRAPHICAL LIMITS
Geographic limits referred to in certain sections of this Code are established as follows:

Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited.
The limits referred to in Sections 5704.2.9.6.1 and 5706.2.4.4 in which the storage of Class I flammable liquids or Class II combustible liquids in aboveground tanks outside of buildings is restricted are established as the City of El Segundo's corporate boundaries.

Exceptions: Such use is allowed in the following zoning districts:

1. The storage of Class I flammable liquids or Class II combustible liquids in aboveground tanks outside of buildings is allowed in M-1 and M-2, Zones;
2. The storage of Class II combustible liquids in aboveground tanks outside of buildings is allowed in C-0, MM, MU-N, MU-S or P-F Zones;

Establishment of limits of districts in which storage of liquefied petroleum gases is to be restricted.
The limits referred to in Section 6104.2 in which storage of liquefied petroleum gas in excess of an aggregate of 2,000 gallons water capacity is restricted are established as the City of El Segundo's corporate boundaries.

Exceptions:

1. The storage of liquefied petroleum gas in excess of an aggregate of 2,000 gallons water capacity is allowed in the M-2 Zone, when located at least one-half (1/2) mile from property zoned or designated for residential use and
at least one-half (1/2) mile from existing residential development with a density greater than one (1) dwelling unit per acre and at least one-half (1/2) mile from any hotel or motel.

2. The storage of liquefied petroleum gas in excess of an aggregate of 2,000 gallons water capacity is allowed in M-1 Zone with a Conditional Use Permit issued by the Planning Department.

SECTION 4: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION. The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. This ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15301 as a minor alteration of existing public or private structures involving no expansion of use; 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density; and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

SECTION 5: SAVINGS CLAUSE. Repeal or amendment of any provision of the ESMC or any other city regulation does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, the Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 7: VALIDITY OF PREVIOUS CODE SECTIONS. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other the city ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 8: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting;
and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 9: This Ordinance will become effective on January 1, 2014.

PASSED AND ADOPTED this 5th day of Nov., 2013.

Bill Fisher, Mayor
ATTEST:
STATE OF CALIFORNIA   
COUNTY OF LOS ANGELES   
CITY OF EL SEGUNDO   

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that
the whole number of members of the City Council of said City is five; that the foregoing
Ordinance No. 1488 was duly introduced by said City Council at a regular meeting
held on the 15th day of Oct., 2013, and was duly passed and
adopted by said City Council, approved and signed by the Mayor, and attested to by the
City Clerk, all at a regular meeting of said Council held on the 5th day
of Nov., 2013, and the same was so passed and adopted by the
following vote:

AYES:   Fisher, Jacobson, Fuentes, Atkinson, Fellhauer

NOES:   None

ABSENT: None

ABSTAIN: None

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: __________________________________________
    Karl H. Berger
    Assistant City Attorney
ORDINANCE NO. 1489

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA ENERGY CODE.

The Council of the City of El Segundo does ordain as follows:

SECTION 1: FINDINGS. The City Council finds and declares as follows:

A. Health and Safety Code § 17958 requires the City is required to adopt certain uniform codes that are set forth in Health and Safety Code § 17922 and published in the California Code of Regulations;

B. Pursuant to Government Code § 50022.2, et seq., the City may adopt other uniform codes by reference;

C. It is in the public interest to adopt the 2013 Edition of the California Energy Code ("CEC");

D. At least one copy of the CEC was filed with the City Clerk of the City was available for public inspection for at least fifteen (15) days preceding the date of the hearing.

SECTION 2: Chapter 15 to Title 13 of the El Segundo Municipal Code ("ESMC") is amended in its entirety to read as follows:

CHAPTER 15

ENERGY CODE

SECTION:


SECTION 3: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION. The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. This ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15301 as a minor alteration of existing public or private structures involving no expansion of use; 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density;
and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

SECTION 5: SAVINGS CLAUSE. Repeal of any provision of the ESMC or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 7: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other the city ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 8: EFFECTIVE DATE. This Ordinance will take effect on January 1, 2014.

PASSED AND ADOPTED this 5th day of Nov., 2013.

Bill Fisher, Mayor

APPROVED AS TO FORM
MARK HENSLEY, CITY ATTORNEY
By:
Karl H. Berger
Assistant City Attorney
I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1489 was duly introduced by said City Council at a regular meeting held on the 15th day of Oct., 2013, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 5th day of Nov., 2013, and the same was so passed and adopted by the following vote:

AYES:  Fisher, Jacobson, Fuentes, Atkinson, Fellhauer

NOES:  None

ABSENT: None

ABSTAIN: None

Tracy Weaver, City Clerk
ORDINANCE NO. 1490

AN ORDINANCE INCORPORATING THE 2013 CALIFORNIA RESIDENTIAL CODE ("CRC") BY REFERENCE AND AMENDING THE CRC BASED UPON LOCAL CLIMATIC, TOPOGRAPHIC, AND GEOLOGICAL CONDITIONS.

The City Council of the city of El Segundo does ordain as follows:

SECTION 1: FINDINGS. The City Council finds and declares as follows:

A. Pursuant to Health & Safety Code § 17958.7, it is in the public interest to adopt the California Residential Code ("CRC") with the local amendments set forth in this Ordinance.

B. Pursuant to the requirements of Health & Safety Code § 17958.7, the City Council finds that there are local geological conditions justifying the CRC amendments set forth below.

C. The City of El Segundo and the greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes including, without limitation, the 1994 Northridge Earthquake. The proposed modification emphasize that the design concern is for seismic-force-resisting elements and therefore need to be incorporated into the code to assure that new buildings and structures and additions or alterations to existing buildings or structures are designed and constructed in accordance with the scope and objectives of the International Building Code. Experts predict a major earthquake in Southern California within the next 50 years. This situation creates the need for both additional fire protection measures and automatic on-site fire protection of building occupants since a multitude of fires may result from breakage of gas and electric lines as a result of an earthquake. After due consideration, the City Council finds and determines that due to local climatic, geological, or topographical conditions, the structural and fire protection amendments to the 2013 CRC are necessary to give buildings a reasonable degree of structural integrity and fire life safety to help protect public health and safety in the event of a seismic event;

D. Additional amendments have been made to Codes are found to be either administrative or procedural in nature or concern themselves with subjects not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes enforced by the City.
E. The specific amendments of the CRC that fulfill this requirement are:

1. Amend CRC § R105.2 Work exempt from permit
2. Amend CRC § R105.3.2 Expiration of Plan Check
3. Amend CRC § R105.5 Expiration of Permits
4. Add CRC § R109.5 Re-inspections
5. Amend CRC § 112.3 Board of appeals
6. Amend CRC § R301.1.3.2 Wood frame Structures
7. Amend CRC Table R301.2.2.1.1 and Section R301.2.2.1.2 Seismic Design Category
8. Amend CRC § R301.2.2.2.5 Irregular Buildings
9. Amend CRC § R301.2.2.3.8 Anchorage of Equipment
10. Amend CRC § R401.1 Foundation Application
11. Amend CRC § R403.1 General Footings
12. Amend CRC § R404.2 Wood Foundation Walls
13. Amend CRC § R501.1 Application
14. Amend CRC § R503.2.4 Openings In Horizontal Diaphragms
15. Amend CRC Table R602.3(1) Fastener Schedule
16. Amend CRC Table R602.3(2) Alternate Attachment
17. Amend CRC Table R602.10.1.3(3) and Table R602.10.1.3(4) Bracing Requirement
18. Amend CRC Table R602.10.1.(4) Intermittent Bracing
19. Amend CRC Table R602.10.1.(5) Minimum Length of Braced Wall Panels
20. Amend CRC Figure R602.10.6.1 Alternate Braced Wall Panel
21. Amend CRC Figure R602.10.6.2 Portal Frame

22. Amend CRC Figure R602.10.6.4 Continuous Sheathed Portal Frame

23. Delete CRC § R602.10.9.1 Braced Wall Panel

24. Amend CRC § R606.2.4 Parapet Walls

25. Amend CRC § R606.12.2.2.3 Reinforcement for Masonry

26. Amend CRC § R602.3.2 Single Top Plate

27. Amend CRC § R803.2.4 Openings in Horizontal Diaphragms

28. Amend CRC § R1001.3.1 Vertical Reinforcing

F. At least one copy of the CBC was filed with the City Clerk of the City was available for public inspection for at least fifteen (15) days preceding the date of the hearing

SECTION 2: El Segundo Municipal Code ("ESMC") Chapter 16 is amended in its entirety to read as follows:

"CHAPTER 16

RESIDENTIAL CODE

13-16-1: California Residential Code Adopted
13-16-2: Amendments to California Residential Code

13-16-2: AMENDMENTS TO THE CALIFORNIA RESIDENTIAL CODE:

Subsection 14 is added to § R105.2 of the 2013 Edition of the California Residential Code:

Section R105.2 Work exempt from permit.
14. Block wall and concrete fences not over 3 ft 6 inches.

Section R105.3.2 of the 2013 Edition of the California Residential Code is hereby amended to read as follows:

SECTION R105.3.2 EXPIRATION OF PLAN CHECK.

An application for a permit for any proposed work is deemed to have been abandoned 12 months after the application date. Unless otherwise provided, after expiration of the application, the City will not issue a permit until the plans are rechecked and approved and a new fee is paid.

EXCEPTION: The Building Official may grant extensions of time if a permit applicant submits in writing sufficient evidence that unusual conditions or circumstances precluded the securing of the permit within the allocated time.

Section R105.5 of Division II of Chapter 1 of the CRC is hereby amended to read as follows:

SECTION R105.5 EXPIRATION OF PERMITS.

Except as otherwise provided, every permit issued by the City is valid for a period of three (3) years. However, if work authorized by permit fails to commence within 180 days after the permit is issued, the permit expires. Additionally, the permit expires if the Building Official determines that work was suspended, discontinued, or abandoned for a continuous 180 days.
EXCEPTION: The Building Official may grant extensions of time if a permit applicant submits in writing sufficient evidence that unusual conditions or circumstances precluded from the work being completed. An extension of time may require conditions of approval and additional fees.

Section R109.5 of Division II of Chapter 1 of the CRC is hereby added to read as follows:
Section R109.5 Re-inspections. A re-inspection fee in the amount set by the City Council resolution may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is incomplete or when required corrections called are not made. This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until required fees have been paid.

Section R113.3 of Division II of Chapter 1 of the CRC is hereby added to read as follows:

Section R112.3 Board of Appeals.

The board of appeals consist of members of the Planning Commission. The term of a board of appeals member will coincide with the term of service as a Planning Commissioner and will terminate should the member cease serving as a Planning Commissioner. The building official is the secretary to the board. The board may adopt reasonable rules and regulations for conducting its investigations and will render all its decisions and findings on contested matters, in writing to the building official, with a duplicate copy for any appellant or contestant affected by such decision or finding, and may recommend to the city council appropriate new legislation.

Three members of the board constitute a quorum. The Planning Chairperson is the board's chairperson and in the chairperson's absence the board will select a temporary chairperson.

The city will assess a $250.00 charge, or a higher amount set by resolution, at the time that an appellant file appeal of any order, decisions, or determination made by the building official relative to the application and interpretation of this code. The filing fee is refundable should the appellant prevail in a decision by the board. The appeal must be taken by filing a written notice of appeal, in letterform, to the board of appeals. The board's decision constitutes the city's final decision.
Section R301.1.3.2 of the 2013 Edition of the California Residential Code is hereby amended to read as follows:

Section R301.1.3.2 Woodframe Structures.
The building official cannot require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of woodframe construction more than two stories and basement in height located in Seismic Design Category A, B or C. Notwithstanding other sections of law; the law establishing these provisions is found in Business and Professions Code Section 5537 and 6737.1.

The building official cannot require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of woodframe construction more than one story in height or with a basement located in Seismic Design Category D₀, D₁, D₂ or E.
Table R301.2.2.1.1 and Section R301.2.2.1.2 of the 2013 Edition of the California Residential Code are hereby amended to read as follows:

**TABLE R301.2.2.1.1**

<table>
<thead>
<tr>
<th>CALCULATED $S_{DS}$</th>
<th>SEISMIC DESIGN CATEGORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>$S_{DS} \leq 0.17g$</td>
<td>A</td>
</tr>
<tr>
<td>$0.17g &lt; S_{DS} \leq 0.33g$</td>
<td>B</td>
</tr>
<tr>
<td>$0.33g &lt; S_{DS} \leq 0.50g$</td>
<td>C</td>
</tr>
<tr>
<td>$0.50g &lt; S_{DS} \leq 0.67g$</td>
<td>D₀</td>
</tr>
<tr>
<td>$0.67g &lt; S_{DS} \leq 0.83g$</td>
<td>D₁</td>
</tr>
<tr>
<td>$0.83g &lt; S_{DS} \leq 1.00g$</td>
<td>D₂</td>
</tr>
<tr>
<td>$1.00g &lt; S_{DS}$</td>
<td>E</td>
</tr>
</tbody>
</table>

**R301.2.2.1.2** Alternative determination of Seismic Design Category E.
Buildings located in Seismic Design Category E in accordance with Figure R301.2(2) are permitted to be reclassified as being in Seismic Design Category D₂ provided one of the following is done:

1. A more detailed evaluation of the seismic design category is made in accordance with the provisions and maps of the California Building Code. Buildings located in Seismic Design Category E per Table R301.2.2.1.1, but located in Seismic Design Category D per the California Building Code, may be designed using the Seismic Design Category D₂ requirements of this code.

2. Buildings located in Seismic Design Category E that conform to the following additional restrictions are permitted to be constructed in accordance with the provisions for Seismic Design Category D₂ of this code:

   2.1. All exterior shear wall lines or braced wall panels are in one plane vertically from the foundation to the uppermost story.

   2.2. Floors cannot not cantilever past the exterior walls.

   2.3. The building is within all of the requirements of Section R301.2.2.2.5 for being considered as regular.

   1.4. For buildings over one story in height, the calculated $S_{DS}$ cannot exceed 1.25g.
Items 1, 3 and 5 of Section R301.2.2.2.5 of the 2013 Edition of the California Residential Code are hereby amended to read as follows:

R301.2.2.2.5 Irregular Buildings
When exterior shear wall lines or braced wall panels are not in one plane vertically from the foundation to the uppermost story in which they are required.

3. When the end of a braced wall panel occurs over an opening in the wall below

5. When portions of a floor level are vertically offset.
Section R301.2.2.3.8 is added to Chapter 3 of the 2013 Edition of the California Residential Code to read as follows:

R301.2.2.3.8 Anchorage of Mechanical, Electrical, or Plumbing Components and Equipment.
Mechanical, electrical, or plumbing components and equipment are anchored to the structure. Anchorage of the components and equipment are designed to resist loads in accordance with the International Building Code and ASCE 7, except where the component is positively attached to the structure and flexible connections are provided between the component and associated ductwork, piping, and conduit; and either

1. The component weighs 400 lb (1,780 N) or less and has a center of mass located 4 ft (1.22 m) or less above the supporting structure; or

2. The component weighs 20 lb (89N) or less or, in the case of a distributed system, 5 lb/ft (73 N/m) or less.
Section R401.1 of the 2013 Edition of the California Residential Code is amended to read as follows:

R401.1 Application.
The provisions of this chapter cannot control the design and construction of the foundation and foundation spaces for all buildings. In addition to the provisions of this chapter, the design and construction of foundations in areas prone to flooding as established by Table R301.2(1) cannot meet the provisions of Section R322. Wood foundations are designed and installed in accordance with AF&PA PWF.

Exception: The provisions of this chapter are permitted to be used for wood foundations only in the following situations:

1. In buildings that have no more than two floors and a roof.

2. When interior basement and foundation walls are constructed at intervals not exceeding 50 feet (15 240 mm).

Wood foundations in Seismic Design Category D₀, D₁ or D₂ cannot not be permitted.

Exception: In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

Sections R403.1.2, R403.1.3 and R403.1.5 of the 2013 Edition of the California Residential Code are amended to read as follows:

R403.1.2 Continuous footing in Seismic Design Categories D₀, D₁ and D₂.
The braced wall panels at exterior walls of buildings located in Seismic Design Categories D₀, D₁ and D₂ are supported by continuous footings. All required interior braced wall panels in buildings are supported by continuous footings.

R403.1.3 Seismic reinforcing.
Concrete footings located in Seismic Design Categories D₀, D₁ and D₂, as established in Table R301.2(1), cannot have minimum reinforcement. Bottom reinforcement are located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

In Seismic Design Categories D₀, D₁ and D₂ where construction joint is created between a concrete footing and a stem wall, a minimum of one No. 4 bar are installed at not more than 4 feet (1219 mm) on center. The vertical bar
cannot extend to 3 inches (76 mm) clear of the bottom of the footing, have a standard hook and extend a minimum of 14 inches (357 mm) into the stem wall.

In Seismic Design Categories D₀, D₁ and D₂ where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar are installed at not more than 4 feet (1219 mm) on center. The vertical bar cannot extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.

In Seismic Design Categories D₀, D₁ and D₂ masonry stem walls without solid grout and vertical reinforcing are not permitted.

Exception: In detached one- and two-family dwellings located in Seismic Design Category A, B or C which are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings, supporting columns or pedestals are permitted.

R403.1.5 Slope. The top surface of footings are level. The bottom surface of footings are permitted to have a slope not exceeding one unit vertical in 10 units horizontal (10-percent slope). Footings are stepped where it is necessary to change the elevation of the top surface of the footing or where the surface of the ground slopes more than one unit vertical in 10 units horizontal (10-percent slope).

For structures located in Seismic Design Categories D₀, D₁ or D₂, stepped footings are reinforced with four No. 4 rebar. Two bars are place at the top and bottom of the footings as shown in Figure R403.1.5.
Section R404.2 of the 2013 Edition of the California Residential Code is amended to read as follows:

R404.2 Wood foundation walls. Wood foundation walls are constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with the details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls cannot not be used for structures located in Seismic Design Category D₀, D₁ or D₂.
Section R501.1 of the 2013 Edition of the California Residential Code is amended to read as follows:

R501.1 Application.
The provisions of this chapter cannot control the design and construction of the floors for all buildings including the floors of attic spaces used to house mechanical or plumbing fixtures and equipment. Mechanical or plumbing fixtures and equipment are attached (or anchored) to the structure in accordance with Section R301.2.2.3.8
Section R503.2.4 is added to Chapter 5 of the 2013 Edition of the California Residential Code to read as follows:

R503.2.4 Openings in horizontal diaphragms.
Openings in horizontal diaphragms with a dimension perpendicular to the joist that is greater than 4 feet (1.2 m) are constructed in accordance with Figure R503.2.4.

![Diagram of diaphragm opening](image)

**For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.**

a. Blockings are provided beyond headers.

b. Metal ties not less than 0.058 inch [1.47 mm (16 galvanized gage)] by 1.5 inches (38 mm) wide with eight 16d common nails on each side of the header-joist intersection. The metal ties cannot have a minimum yield of 33,000 psi (227 MPa).

c. Openings in diaphragms are further limited in accordance with Section R301.2.2.2.5.

**FIGURE R503.2.4**
OPENINGS IN HORIZONTAL DIAPHRAGMS
Lines 37 and 38 of Table R602.3(1) of the 2013 Edition of the California Residential Code are amended to read as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF BUILDING MATERIALS</th>
<th>DESCRIPTION OF FASTENER*</th>
<th>SPACING OF FASTENERS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Edges (inches)**</td>
</tr>
<tr>
<td>32</td>
<td>1/4&quot; - 1/2&quot;</td>
<td>6d common (2&quot; x 0.113&quot;) nail (subfloor wall)</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8d common (2&quot; x 0.131&quot;) nail (roof)</td>
<td>6</td>
</tr>
<tr>
<td>33</td>
<td>1/2&quot; - 1&quot;</td>
<td>8d common nail (2.0 x 0.131&quot;)</td>
<td>6</td>
</tr>
<tr>
<td>34</td>
<td>1/2&quot; - 11/4&quot;</td>
<td>10d common (3 &quot; x 0.148&quot;) nail or 8d (2&quot; x 0.131&quot;) deformed nail</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>1/4&quot; structural cellular fiberboard sheathing</td>
<td>1/4&quot; galvanized roofing nail, 1/4&quot; crown or 1&quot; crown staple 16 ga., 1/4&quot; long</td>
<td>3</td>
</tr>
<tr>
<td>36</td>
<td>1/2&quot; structural cellular fiberboard sheathing</td>
<td>1/2&quot; galvanized roofing nail, 1/2&quot; crown or 1&quot; crown staple 16 ga., 1/2&quot; long</td>
<td>3</td>
</tr>
<tr>
<td>37.k</td>
<td>1/2&quot; gypsum sheathing</td>
<td>1/2&quot; galvanized roofing nail; staple galvanized, 1/2&quot; long; 1/2&quot; screws, Type W or S</td>
<td>7</td>
</tr>
<tr>
<td>38.k</td>
<td>1/2&quot; gypsum sheathing</td>
<td>1/2&quot; galvanized roofing nail; staple galvanized, 1/2&quot; long; 1/2&quot; screws, Type W or S</td>
<td>7</td>
</tr>
<tr>
<td>39</td>
<td>1/4&quot; and less</td>
<td>6d deformed (2&quot; x 0.120&quot;) nail or 8d common (2&quot; x 0.131&quot;) nail</td>
<td>6</td>
</tr>
<tr>
<td>40</td>
<td>1/2&quot; - 1&quot;</td>
<td>8d common (2&quot; x 0.131&quot;) nail or 8d deformed (2&quot; x 0.120&quot;) nail</td>
<td>6</td>
</tr>
<tr>
<td>41</td>
<td>1/2&quot; - 11/4&quot;</td>
<td>10d common (3 &quot; x 0.148&quot;) nail or 8d deformed (2&quot; x 0.120&quot;) nail</td>
<td>6</td>
</tr>
</tbody>
</table>

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s, 1 Kpa = 6.895 MPa.

a. All nails are smooth-shank, box or deformed shanks except where otherwise stated. Nails used for framing and sheathing connections shall have minimum average bending yield strength as shown: 30 kis for shank diameter of 0.192 inch (20d common nail), 90 kis for shank diameters larger than 0.142 inch but not larger than 0.177 inch, and 100 kis for shank diameters of 0.142 inch or less.

b. Staples shall be 16 gauge wire and have a minimum 7/16-inch diameter crown width.

c. Nails shall be spaced at not more than 6 inches on center at all supports where spans are 48 inches or greater.

d. Four-foot by 8-foot or 4-foot by 4-foot panels shall be applied vertically.

e. Spacing of fasteners not included in this table shall be based on Table R602.3(2).

f. For regions having basic wind speed of 110 mph or greater, 8d deformed (2" x 0.120) nails shall be used for attaching plywood and/or structural panel roof sheathing to framing with minimum 48-inch distance from gable ends, if mean roof height is more than 20 feet, up to 35 feet maximum.

g. For regions having basic wind speed of 100 mph or less, nails for attaching wood structural panel roof sheathing to gable ends and wall framing shall be spaced 6 inches on center. Where basic wind speed is greater than 100 mph, nails for attaching panel roof sheathing to intermediate supports shall be spaced 6 inches on center for maximum 48-inch distance from ridges, eaves and gable ends; and 4 inches on center to gable end wall framing.

h. Gypsum sheathing shall conform to ASTM C 1396 and shall be installed in accordance with GA 253. Fiberboard sheathing shall conform to ASTM C 208.

i. Spacing of fasteners on floor sheathing panel edges applies to panel edges supported by framing members and required blocking and at all floor perimeter only. Spacing of fasteners on roof sheathing panel edges applies to panel edges supported by framing members and required blocking. Blocking of roof or floor sheathing panel edges perpendicular to the framing members need not be provided except as required by other provisions of this code. Floor perimeter shall be supported by framing members or solid blocking.

j. Where a rafter is fastened to an adjacent parallel ceiling joist in accordance with this schedule, provide two toe nails on one side of the rafter and toe nails from the ceiling joist to top plate in accordance with this schedule. The toe nail on the opposite side of the rafter shall not be required.

k. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D0, D1, or D2.

Footnote "b" of Table R602.3(2) of the 2013 Edition of the California Residential Code is amended to read as follows:

Table R602.3(2) Alternate Attachments to Table R602.3(1)
b. Staples cannot have a minimum crown width of 7/16-inch on diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels are prohibited in Seismic Design Category D0, D1, or D2.
Table R602.10.3(3) of the 2013 Edition of the California Residential Code is amended to read as follows:

<table>
<thead>
<tr>
<th>Seismic Design Category</th>
<th>Story Location</th>
<th>Braced Wall Line Length (feet)</th>
<th>Method Lib</th>
<th>Method GB</th>
<th>Methods DWB, SFB, PBS, PCP, HPS, CS-SFB*</th>
<th>Method WSP</th>
<th>Methods CS-WSP, CS-G</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C</strong> (townhouses only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>2.5</td>
<td>2.5</td>
<td>1.6</td>
<td>1.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>5.0</td>
<td>5.0</td>
<td>3.2</td>
<td>2.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>7.5</td>
<td>7.5</td>
<td>4.8</td>
<td>4.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>10.0</td>
<td>10.0</td>
<td>6.4</td>
<td>5.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>12.5</td>
<td>12.5</td>
<td>8.0</td>
<td>6.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>NP</td>
<td>4.5</td>
<td>3.0</td>
<td>2.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>NP</td>
<td>9.0</td>
<td>6.0</td>
<td>5.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>NP</td>
<td>13.5</td>
<td>9.0</td>
<td>7.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>NP</td>
<td>18.0</td>
<td>12.0</td>
<td>10.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>NP</td>
<td>22.5</td>
<td>15.0</td>
<td>12.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>NP</td>
<td>6.0</td>
<td>4.5</td>
<td>3.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>NP</td>
<td>12.0</td>
<td>9.0</td>
<td>7.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>NP</td>
<td>18.0</td>
<td>13.5</td>
<td>11.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>NP</td>
<td>24.0</td>
<td>18.0</td>
<td>15.3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>NP</td>
<td>30.0</td>
<td>22.5</td>
<td>19.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>NP</td>
<td>-3.8 - 6.0</td>
<td>1.8</td>
<td>1.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>NP</td>
<td>-5.5 - 11.0</td>
<td>3.6</td>
<td>3.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>NP</td>
<td>-8.3 - 18.6</td>
<td>5.4</td>
<td>4.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>NP</td>
<td>-11.0 - 22.0</td>
<td>7.2</td>
<td>6.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>NP</td>
<td>-13.8 - 27.6</td>
<td>9.0</td>
<td>7.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>NP</td>
<td>-5.3 - NP</td>
<td>3.8</td>
<td>3.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>NP</td>
<td>-10.5 - NP</td>
<td>7.5</td>
<td>6.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>NP</td>
<td>-15.8 - NP</td>
<td>11.3</td>
<td>9.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>NP</td>
<td>-21.0 - NP</td>
<td>15.0</td>
<td>12.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>NP</td>
<td>-26.3 - NP</td>
<td>18.8</td>
<td>16.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>NP</td>
<td>-7.3 - NP</td>
<td>5.3</td>
<td>4.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>NP</td>
<td>-14.5 - NP</td>
<td>10.5</td>
<td>9.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>NP</td>
<td>-21.8 - NP</td>
<td>15.8</td>
<td>13.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>NP</td>
<td>-29.0 - NP</td>
<td>21.0</td>
<td>17.9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>NP</td>
<td>-36.3 - NP</td>
<td>26.3</td>
<td>22.3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(continued)
<table>
<thead>
<tr>
<th>Seismic Design Category</th>
<th>Story Location</th>
<th>Braced Wall Line Length (feet)</th>
<th>Method Lf3</th>
<th>Method Gb2</th>
<th>Methods DBW, SFB, PBS, PCP, HPB, CS-SFB, CS-SFB</th>
<th>Method WSP</th>
<th>Methods CS-WSP, CS-G</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1</td>
<td>10</td>
<td>NP</td>
<td>4.0</td>
<td>-4.0</td>
<td>4.0</td>
<td>2.0</td>
<td>1.7</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>NP</td>
<td>6.0-12.0</td>
<td>-6.0-12.0</td>
<td>6.0</td>
<td>4.0</td>
<td>3.4</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>NP</td>
<td>8.0-18.0</td>
<td>-8.0-18.0</td>
<td>8.0</td>
<td>6.0</td>
<td>5.1</td>
</tr>
<tr>
<td></td>
<td>40</td>
<td>NP</td>
<td>10.0-24.0</td>
<td>-10.0-24.0</td>
<td>10.0</td>
<td>8.0</td>
<td>6.8</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>NP</td>
<td>12.0-30.0</td>
<td>-12.0-30.0</td>
<td>12.0</td>
<td>10.0</td>
<td>8.5</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>NP</td>
<td>4.0</td>
<td>-4.0</td>
<td>4.0</td>
<td>2.0</td>
<td>1.7</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>NP</td>
<td>6.0-12.0</td>
<td>-6.0-12.0</td>
<td>6.0</td>
<td>4.0</td>
<td>3.4</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>NP</td>
<td>8.0-18.0</td>
<td>-8.0-18.0</td>
<td>8.0</td>
<td>6.0</td>
<td>5.1</td>
</tr>
<tr>
<td></td>
<td>40</td>
<td>NP</td>
<td>10.0-24.0</td>
<td>-10.0-24.0</td>
<td>10.0</td>
<td>8.0</td>
<td>6.8</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>NP</td>
<td>12.0-30.0</td>
<td>-12.0-30.0</td>
<td>12.0</td>
<td>10.0</td>
<td>8.5</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>NP</td>
<td>4.0</td>
<td>-4.0</td>
<td>4.0</td>
<td>2.0</td>
<td>1.7</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>NP</td>
<td>6.0-12.0</td>
<td>-6.0-12.0</td>
<td>6.0</td>
<td>4.0</td>
<td>3.4</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>NP</td>
<td>8.0-18.0</td>
<td>-8.0-18.0</td>
<td>8.0</td>
<td>6.0</td>
<td>5.1</td>
</tr>
<tr>
<td></td>
<td>40</td>
<td>NP</td>
<td>10.0-24.0</td>
<td>-10.0-24.0</td>
<td>10.0</td>
<td>8.0</td>
<td>6.8</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>NP</td>
<td>12.0-30.0</td>
<td>-12.0-30.0</td>
<td>12.0</td>
<td>10.0</td>
<td>8.5</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>NP</td>
<td>4.0</td>
<td>-4.0</td>
<td>4.0</td>
<td>2.0</td>
<td>1.7</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>NP</td>
<td>6.0-12.0</td>
<td>-6.0-12.0</td>
<td>6.0</td>
<td>4.0</td>
<td>3.4</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>NP</td>
<td>8.0-18.0</td>
<td>-8.0-18.0</td>
<td>8.0</td>
<td>6.0</td>
<td>5.1</td>
</tr>
<tr>
<td></td>
<td>40</td>
<td>NP</td>
<td>10.0-24.0</td>
<td>-10.0-24.0</td>
<td>10.0</td>
<td>8.0</td>
<td>6.8</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>NP</td>
<td>12.0-30.0</td>
<td>-12.0-30.0</td>
<td>12.0</td>
<td>10.0</td>
<td>8.5</td>
</tr>
</tbody>
</table>

For SI: 1 inch = 25.4 mm, 1 foot = 305 mm, 1 pound per square foot = 0.0479 kPa.

a. Linear interpolation shall be permitted.
b. Wall bracing lengths are based on a soil site class "D1." Interpretation of bracing length between the $S_1$ values associated with the Seismic Design Categories shall be performed when a site-specific $S_1$ value is determined in accordance with Section 1613.3 of the International Building Code.
c. Method Lf shall have gravel board fastened to at least one side with nails or screws per Table R602.3.1 for exterior sheathing or Table R702.3.5 for interior sheathing. Height of fasteners at panel edges shall not exceed 3 inches.
d. Method CS-SFB applies in SDC C only.
e. Methods DBW and PCP braced wall panel/h.v ratio shall not exceed 1:1 in SDC D0, D1, or D2. Methods DBW, SFB, PBS, and HPB are not permitted in SDC D0, D1, or D2.
Table R602.10.4 of the 2013 Edition of the California Residential Code is amended to read as follows:

<table>
<thead>
<tr>
<th>METHODS, MATERIAL</th>
<th>MINIMUM THICKNESS</th>
<th>FIGURE</th>
<th>CONNECTION CRITERIA*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIB</strong> Let-in-bracing</td>
<td>1 x 4 wood or approved metal straps at 45° to 60° angles for maximum 16&quot; stud spacing</td>
<td></td>
<td>Wood: 2-8d common nails or 3-8d (2 1/2&quot; long x 0.113&quot; dia.) nails</td>
</tr>
<tr>
<td><strong>DWB</strong> Diagonal wood boards</td>
<td>1/2&quot; (11 nominal) for maximum 24&quot; stud spacing</td>
<td></td>
<td>Metal strap: per manufacturer</td>
</tr>
<tr>
<td><strong>WSP</strong> Wood structural panel (See Section R602)</td>
<td></td>
<td>8d common (2 1/2&quot; long x 0.131&quot;) nails</td>
<td>6&quot; edges 12&quot; field</td>
</tr>
<tr>
<td><strong>BV-WSP</strong> Wood Structural Panels with Stone or Masonry Veneer (See Section R62.10.6.5)</td>
<td></td>
<td>8d common (2 1/2&quot; long x 0.131&quot;) nails</td>
<td>6&quot; edges 12&quot; field</td>
</tr>
<tr>
<td><strong>SB</strong> Structural fiberboard sheathing</td>
<td>1/2&quot; or 3/4&quot; for maximum 16&quot; stud spacing</td>
<td></td>
<td>6&quot; long, 11 gauge. 7/16&quot; dia. head nails</td>
</tr>
<tr>
<td><strong>GB</strong> Gypsum board</td>
<td>1/2&quot;</td>
<td></td>
<td>For 1/2&quot; 6d common (2 1/2&quot; long x 0.131&quot;) nails</td>
</tr>
<tr>
<td><strong>PBS</strong> Particleboard sheathing (See Section R605)</td>
<td>3/8&quot; or 1/2&quot; for maximum 16&quot; stud spacing</td>
<td></td>
<td>For 1/2&quot;, 6d common (2 1/2&quot; long x 0.131&quot;) nails</td>
</tr>
<tr>
<td><strong>PCT</strong> Portland cement plaster</td>
<td>See Section R702.6 for maximum 16&quot; stud spacing</td>
<td></td>
<td>For 1/2&quot;, 6d common (2 1/2&quot; long x 0.131&quot;) nails</td>
</tr>
<tr>
<td><strong>EHS</strong> Hardboard panel siding</td>
<td></td>
<td></td>
<td>3&quot; edges 6&quot; field</td>
</tr>
<tr>
<td><strong>ABW</strong> Alternate braced wall</td>
<td>1/2&quot;</td>
<td>See Section R602.10.6.1</td>
<td>See Section R602.10.6.1</td>
</tr>
</tbody>
</table>

(continued)
<table>
<thead>
<tr>
<th>METHODS, MATERIAL</th>
<th>MINIMUM THICKNESS</th>
<th>FIGURE</th>
<th>CONNECTION CRITERIA*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fasteners</td>
</tr>
<tr>
<td>Portal frame with hold-downs</td>
<td>$\frac{3}{4}''$</td>
<td><img src="image" alt="Portal Frame" /></td>
<td>See Section R602.10.6.2</td>
</tr>
<tr>
<td>Portal frame at garage</td>
<td>$\frac{1}{8}''$</td>
<td><img src="image" alt="Portal Frame" /></td>
<td>See Section R602.10.6.3</td>
</tr>
<tr>
<td>Continuous sheathed wood</td>
<td>$\frac{1}{2}''$</td>
<td><img src="image" alt="Continuous Sheathed Wood" /></td>
<td>8d common (2 1/2$''$ x 0.131 in.) nails. For 30° edge distance to panel edge, see Table R602.3.3-1.</td>
</tr>
<tr>
<td>Structural panel, adjacent to</td>
<td>$\frac{1}{4}''$</td>
<td><img src="image" alt="Continuous Sheathed Wood" /></td>
<td>See Method CS-WSP</td>
</tr>
<tr>
<td>garage openings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continuous sheathed</td>
<td>$\frac{1}{4}''$</td>
<td><img src="image" alt="Continuous Sheathed Wood" /></td>
<td>See Section R602.10.6.4</td>
</tr>
<tr>
<td>structural portal frame</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continuous sheathed</td>
<td>$\frac{1}{4}''$</td>
<td><img src="image" alt="Continuous Sheathed Wood" /></td>
<td>1 1/4'' long x 0.12'' dia. (for $\frac{1}{4}''$ thick sheathing) 1 1/2'' long x 0.12'' dia. (for 2 1/4'' thick sheathing) galvanized roofing nails or 8d common (2 1/2'' long x 0.131'' dia.) nails</td>
</tr>
<tr>
<td>structural fiberboard</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For SI: 1 inch = 25.4 mm, 1 foot = 305 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m², 1 mile per hour = 0.447 m/s.

- Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D, D, and D.
- Applies to panels next to garage door opening when supporting gable end wall or roof load only. May only be used on one wall of the garage in Seismic Design Categories D, D, and D, roof covering dead load may not exceed 3 psf.
- Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R502.3.1. A full height clear opening shall not be permitted adjacent to a Method CS-G panel.
- Method CS-SFB does not apply in Seismic Design Categories D, D, and D, and in areas where the wind speed exceeds 100 mph.
- Methods apply to detached one- and two-family dwellings in Seismic Design Categories D, D, and D, only.
- Methods GB and PCP braced wall panel fl/w ratio shall not exceed 1:1 in SDC D, D, or D. Methods UB, DN, SF, PB, PB, and PFG are not permitted in SDC D, D, or D.
- Use of staples in braced wall panels shall be prohibited in SDC D, D, or D.
Figure R602.10.6.1 of the 2013 Edition of the California Residential Code is amended to read as follows:

**FIGURE R602.10.6.1**

**METHOD ABW—ALTERNATE BRACED WALL PANEL**
Figure R602.10.6.2 of the 2013 Edition of the California Residential Code is amended to read as follows:

**Figure R602.10.6.2**

**METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS**

**AT DETACHED Garage Door Openings**
Table R602.10.5 of the 2013 Edition of the California Residential Code is amended to read as follows:

<table>
<thead>
<tr>
<th>METHOD (See Table R602.10.4)</th>
<th>MINIMUM LENGTH* (inches)</th>
<th>CONTRIBUTING LENGTH (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8 feet</td>
<td>9 feet</td>
</tr>
<tr>
<td>DWB, WSP, SPB, PBS, PCP, HPS, BV-WSP</td>
<td>48</td>
<td>48</td>
</tr>
<tr>
<td>GB</td>
<td>48</td>
<td>48</td>
</tr>
<tr>
<td>LIB</td>
<td>55</td>
<td>62</td>
</tr>
<tr>
<td>ABW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDC A, B and C, wind speed &lt; 110 mph</td>
<td>28</td>
<td>32</td>
</tr>
<tr>
<td>SDC D, D and D, wind speed &lt; 110 mph</td>
<td>32</td>
<td>32</td>
</tr>
<tr>
<td>PFH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supporting roof only</td>
<td>48</td>
<td>48</td>
</tr>
<tr>
<td>Supporting one story and roof</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>PFG</td>
<td>24</td>
<td>27</td>
</tr>
<tr>
<td>CS-G</td>
<td>24</td>
<td>27</td>
</tr>
</tbody>
</table>

| CS-WSP, CS-SFB | Adjacent clear opening height (inches) |          |
|                | ≤ 64 | 24 | 27 | 30 | 33 | 36 |
|                | 68  | 26 | 27 | 30 | 33 | 36 |
|                | 72  | 27 | 27 | 30 | 33 | 36 |
|                | 76  | 30 | 29 | 30 | 33 | 36 |
|                | 80  | 32 | 30 | 30 | 33 | 36 |
|                | 84  | 35 | 32 | 32 | 33 | 36 |
|                | 88  | 38 | 35 | 33 | 33 | 36 |
|                | 92  | 43 | 37 | 35 | 35 | 36 |
|                | 96  | 48 | 41 | 38 | 36 | 36 |
|                | 100 | —  | 44 | 40 | 38 | 38 |
|                | 104 | —  | 49 | 43 | 40 | 39 |
|                | 108 | —  | 54 | 46 | 43 | 43 |
|                | 112 | —  | 50 | 45 | 43 | 43 |
|                | 116 | —  | 55 | 48 | 45 | 45 |
|                | 120 | —  | 60 | 52 | 48 | 48 |
|                | 124 | —  | 66 | 56 | 51 | 51 |
|                | 128 | —  | —  | 61 | 54 | 54 |
|                | 132 | —  | —  | 66 | 58 | 60 |
|                | 136 | —  | —  | —  | 66 | 66 |
|                | 140 | —  | —  | —  | —  | 72 |

*Note: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.

a. Linear interpolation shall be permitted.
b. Use the actual length when it is greater than or equal to the minimum length.
c. Maximum header height for PFH is 10 feet in accordance with Figure R602.10.6.2, but wall height may be increased to 12 feet with pony wall.
d. Maximum opening height for PFG is 10 feet in accordance with Figure R602.10.6.3, but wall height may be increased to 12 feet with pony wall.
e. Maximum opening height for CS-PF is 10 feet in accordance with Figure R602.10.6.4, but wall height may be increased to 12 feet with pony wall.
Figure R602.10.6.1 of the 2013 Edition of the California Residential Code is amended to read as follows:

**FIGURE R602.10.6.1**

**METHOD ABW—ALTERNATE BRACED WALL PANEL**
Figure R602.10.6.2 of the 2013 Edition of the California Residential Code is amended to read as follows:

**Figure R602.10.6.2**

**METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS**

**AT DETACHED GARAGE DOOR OPENINGS**
Figure R602.10.6.4 of the 2013 Edition of the California Residential Code is amended to read as follows:

For 1/8: 1 inch = 25.4 mm. 1 foot = 304.8 mm.

FIGURE R602.10.6.4
METHOD CS-PF-CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION
Section R602.10.9.1 of the 2013 Edition of the California Residential Code is deleted in its entirety.

Section R606.2.4 of the 2013 Edition of the California Residential Code is amended to read as follows:

R606.2.4 Parapet walls. Unreinforced solid masonry parapet walls cannot not be less than 8 inches (203 mm) thick and their height cannot exceed four times their thickness. Unreinforced hollow unit masonry parapet walls are not less than 8 inches (203 mm) thick, and their height cannot exceed three times their thickness. Masonry parapet walls in areas subject to wind loads of 30 pounds per square foot (1.44 kPa) or located in Seismic Design Category D₀, D₁ or D₂, or on townhouses in Seismic Design Category C are reinforced in accordance with Section R606.12.

Section R606.12.2.2.3 of the 2013 Edition of the California Residential Code is amended to read as follows:

R606.12.2.2.3 Reinforcement requirements for masonry elements. Masonry elements listed in Section R606.12.2.2 are reinforced in either the horizontal or vertical direction as shown in Figure R606.11(3) and in accordance with the following:

1. Horizontal reinforcement. Horizontal joint reinforcement cannot consist of Horizontal reinforcement are provided within 16 inches (406 mm) of the top and bottom of these masonry elements.

2. Vertical reinforcement. Vertical reinforcement cannot consist of at least one No. 4 bar spaced not more than 48 inches (1219 mm). Vertical reinforcement are within 8 inches (406mm) of the ends of masonry walls.
Exception of Section R602.3.2 of the 2013 Edition of the California Residential Code is amended to read as follows:

Exception: In other than Seismic Design Category D₀, D₁ or D₂, a single top plate may be installed in stud walls, provided the plate is adequately tied at joints, corners and interesting walls by a minimum 3-inch-by-6-inch by a 0.036-inch-thick (76 mm by 152 mm by 0.914 mm) galvanized steel plate that is nailed to each wall or segment of wall by six 8d nails on each side, provided the rafters or joists are centered over the studs with a tolerance of no more than 1 inch (25 mm). The top plate may be omitted over lintels that are adequately tied to adjacent wall sections with steel plates or equivalent as previously described.

Section R803.2.4 is added to Chapter 8 of the 2013 Edition of the California Residential Code to read as follows:

R803.2.4 Openings in horizontal diaphragms.
Openings in horizontal diaphragms cannot conform with Section R503.2.4.

Section R1001.3.1 of the 2013 Edition of the California Residential Code is amended to read as follows:

R1001.3.1 Vertical reinforcing.
For chimneys up to 40 inches (1016 mm) wide, four No. 4 continuous vertical bars adequately anchored into the concrete foundation are placed between wythes of solid masonry or within the cells of hollow unit masonry and grouted in accordance with Section R609. Grout are prevented from bonding with the flue liner so that the flue liner is free to move with thermal expansion. For chimneys more than 40 inches (1016 mm) wide, two additional No. 4 vertical bars adequately anchored into the concrete foundation are provided for each additional flue incorporated into the chimney or for each additional 40 inches (1016 mm) in width or fraction thereof.

SECTION 3: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION.
The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “State CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. This ordinance, therefore, is an action
being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment.

SECTION 4: SAVINGS CLAUSE. Repeal of any provision of the ESMC or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other the city ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 7: EFFECTIVE DATE. This Ordinance will take effect on January 1, 2014.

PASSED AND ADOPTED this 5th day of Nov., 2013.

Bill Fisher, Mayor

Tracy Weaver
City Clerk

APPROVED AS TO FORM
MARK HENSLEY, CITY ATTORNEY

By:
Karl H. Berger
Assistant City Attorney
ATTEST:

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF EL SEGUNDO )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. was duly introduced by said City Council at a regular meeting held on the 15th day of Oct., 2013, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 5th day of Nov., 2013, and the same was so passed and adopted by the following vote:

AYES: Fisher, Jacobson, Fuentes, Atkinson, Fellhauer
NOES: None
ABSENT: None
ABSTAIN: None

Tracy Weaver, City Clerk
ORDINANCE NO. 1491

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE.

The Council of the City of El Segundo does ordain as follows:

SECTION 1: FINDINGS. The City Council finds and declares as follows:

A. Health and Safety Code § 17958 requires the City is required to adopt certain uniform codes that are set forth in Health and Safety Code § 17922 and published in the California Code of Regulations;

B. Pursuant to Government Code § 50022.2, et seq., the City may adopt other uniform codes by reference;

C. It is in the public interest to adopt the 2013 Edition of the California Green Building Standards Code ("CGBSC");

D. At least one copy of the CGBSC was filed with the City Clerk of the City was available for public inspection for at least fifteen (15) days preceding the date of the hearing

SECTION 2: Chapter 17 to Title 13 of the El Segundo Municipal Code ("ESMC") is amended in its entirety to read as follows:

CHAPTER 17
GREEN BUILDING STANDARDS CODE

SECTION:

13-17-1: California Green Building Standards Code Adopted.


SECTION 3: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION. The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code § 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations § 15000, et seq., the "CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. This ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines § 15301 as a minor alteration of existing public or private structures involving no expansion of use; 15305 as a minor
alteration in land use limitations which do not result in any changes in land use or density; and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

SECTION 4: SAVINGS CLAUSE. Repeal of any provision of the ESMC or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other the city ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 7: EFFECTIVE DATE. This Ordinance will take effect on January 1, 2014.

PASSED AND ADOPTED this 5th day of Nov., 2013.

Bill Fisher, Mayor

APPROVED AS TO FORM
MARK HENSLEY, CITY ATTORNEY

By: Karl H. Berger
Assistant City Attorney
ATTEST:

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES )  SS
CITY OF EL SEGUNDO  )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1491 was duly introduced by said City Council at a regular meeting held on the 15th day of Oct., 2013, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 5th day of Nov., 2013, and the same was so passed and adopted by the following vote:

AYES: Fisher, Jacobson, Fuentes, Atkinson, Fellhauer

NOES: None

ABSENT: None

ABSTAIN: None

Tracy Weaver, City Clerk
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT
AGENDA HEADING: Special Order of Business-Public Hearing

MEETING DATE: November 5, 2013

AGENDA DESCRIPTION:
Consideration and possible action to open a public hearing and receive testimony regarding an update to the Corporate Campus Specific Plan. If approved, the Project would: 1) approve an Addendum to the Final EIR (FEIR); 2) amend the existing Corporate Campus Specific Plan; 3) approve a Subdivision request to subdivide 23.87 acres of the Corporate Campus Specific Plan area into 32 lots; 4) amend the Development Agreement (First Amendment to the Development Agreement) that approved a 2,175,000 square-foot development project on 46.5 acres in 2002 ("Original Project"); and 5) approve a 625,205 square-foot development project (the "Proposed Project") on 23.87 acres that will include office uses and retail/restaurant uses that will be developed in 3 Phases. The Proposed Project comprised of 625,205 square feet and the 304,820 square feet of existing development will total 930,025 square feet of development within the 46.5 acre Corporate Campus project area (the "Revised Project") Applicant: CDC Mar Campus, LLC. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Open the Public Hearing;
2. Continue the Public Hearing to November 19, 2013 at the request of CDC MAR Campus LLC
3. Alternatively, discuss and take other possible related action to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Letter from CDC MAR Campus LLC dated October 31, 2013

FISCAL IMPACT: None

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

The applicant, CDC MAR Campus LLC, requested that the project be continued to the November 19, 2013 Council meeting. Staff recommends that the project be continued per the applicant’s request.
October 31, 2013

Mr. Sam Lee
Director of Planning and Building and Safety
City of El Segundo
350 Main Street
El Segundo, CA 90245

Re: elevon at Campus El Segundo

Dear Sam:

Please continue the public hearing for elevon at Campus El Segundo to the November 19, 2013 City Council Meeting.

Thank you for your consideration.

Very truly yours,

William D. Messori
Representative
CDC MAR Campus LLC
AGENDA DESCRIPTION:
Approval of a Due Diligence and Ground Lease Agreement and Reimbursement Agreement with ES CenterCal LLC to lease the driving range portion of The Lakes Golf Course for the purpose of developing a Top Golf facility consisting of a driving range, restaurant, bar and lounge and event facilities. (Fiscal Impact: $425,000 annual ground lease with 10% increases compounded each five years)

RECOMMENDED COUNCIL ACTION:
1. Approve the Due Diligence and Ground Lease Agreement and direct the City Manager to enter into a Reimbursement Agreement that requires CenterCal to pay the costs associated with the various due diligence and land use entitlement costs;
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Staff Report to City Council, dated August 21, 2012
2. Presentation made by the Golf Course Advisory Group to the City Council, dated June 18, 2013
3. Proposed Due Diligence and Ground Lease
4. Top Golf “Area of Understanding” document

FISCAL IMPACT: None
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Ted Shove, Economic Development Analyst
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In February of 2012, City Staff was approached by representative of Top Golf and CenterCal Development and introduced to the Top Golf concept and were asked if there was interest on the part of the City of El Segundo in considering a lease of the driving range portion of the Lakes Golf Course for this purpose. Staff asked these parties to develop concept plans and a real estate proposal for consideration by the City. In August of 2012, the City Council directed staff to begin negotiating a potential agreement with CenterCal Properties to allow the development of a Top Golf facility that would provide a computerized/electronic driving range (microchip equipped golf balls that are precisely tracked on a video screen for competitive or self-improvement purposes), restaurant, bar and lounge and event facility. Additionally, the City
Council directed staff to seek input from the public by presenting at various public forums regarding the potential agreement and development.

Staff presented and recorded public input at the following public meetings:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 29, 2012</td>
<td>Golf Course Subcommittee</td>
</tr>
<tr>
<td>September 13, 2012</td>
<td>E.S. Chamber of Commerce</td>
</tr>
<tr>
<td>September 18, 2012</td>
<td>Golf Industry Stakeholders</td>
</tr>
<tr>
<td>September 19, 2012</td>
<td>Recreation and Park Commission</td>
</tr>
<tr>
<td>September 25, 2012</td>
<td>Kiwanis Club</td>
</tr>
<tr>
<td>October 3, 2012</td>
<td>Golf Course Subcommittee (second time)</td>
</tr>
<tr>
<td>October 4, 2012</td>
<td>Rotary</td>
</tr>
<tr>
<td>October 11, 2012</td>
<td>Planning Commission</td>
</tr>
<tr>
<td>October 11, 2012</td>
<td>Economic Development Advisory Council</td>
</tr>
<tr>
<td>November 8, 2012</td>
<td>E.S. Chamber of Commerce (second time)</td>
</tr>
<tr>
<td>December 5, 2012</td>
<td>Golf Course Subcommittee (third time)</td>
</tr>
<tr>
<td>December 19, 2012</td>
<td>Recreation and Park Commission</td>
</tr>
</tbody>
</table>

In addition, in May of 2013 Council formed a temporary Golf Course Advisory Group (GCAG) to research options for improvement of the financial and physical condition of “The Lakes” Golf Course and develop recommendations for City Council consideration. GCAG presented their findings and recommendations at the June 18, 2013 City Council meeting (see attached presentation).

**Proposed Lease Agreement**

The City staff and Centercal have been negotiating the deal points of the agreement and developing the language of the lease. It is important to note at the outset that no leasehold interest is being created if the Council approves the agreement. The due diligence and entitlement process will need to be completed before any leasehold interest is created. This process will take twelve to fourteen months and includes twelve conditions precedent that have to be satisfied. Many of these conditions include decisions to be made by the City Council including approval of conceptual design plans for the golf course and the driving range, a California Environmental Quality Act (“CEQA”) analysis of the leasehold interest and the proposed uses for the property, and the land use entitlements that will be necessary to allow for the proposed uses under the agreement. Thus, the public will have multiple opportunities to review and participate in the conditions precedent that are necessary to be completed during the due diligence and entitlement process. There will also be related hearings before the Planning Commission.

While the agreement is between the City of El Segundo and CenterCal ES LLC, if the due diligence process is completed 30 West Pershing, a real estate investment trust, will be a Subleasee of Center Cal and that Top Golf LLC will be a subleasee of 30 West Pershing. The City is not a party to these agreements nor is it involved in negotiating these agreements. However, it has been the intent of the City that Top Golf would be the operator of the facility. A summary of the key provisions from the attached agreement are as follows:
- **Purpose** (Section 1) – This agreement would allow the lease and potential development of a Top Golf facility on the driving range portion of The Lakes Golf Course by CenterCal ES LLC. Additionally, the lease would include the existing parking lot and a portion of the existing 9-hole golf Course. The agreement establishes a one-year period for the City of El Segundo and CenterCal to satisfy specific conditions (Conditions Precedent). Assuming the conditions precedent are satisfied during this 1-year period, the lease agreement will become fully effective and CenterCal may then move forward with the development.

- **Lease Term/Return of Facility Upon end of Term** (Sections 2 and 26) – The initial term of the lease is for 20 years with six five-year options to extend after the initial term. Section 26 requires that the land and improvements will revert to the City at the end of the lease term and extensions.

- **Lease Amount and Escalation** (Section 3) – CenterCal will pay the City a fixed rent of $425,000 per year for each of the first five years. This fixed rent will increase by 10% in year six and by ten percent at the end of each 5-year period thereafter.

- **Rent during construction** (Section 3) – CenterCal will pay the City $18,000 per month during the first 10 months after the completion of due diligence. After this first 10-month period or upon the opening of the Top Golf facility (whichever occurs first) the Fixed Rent payment mentioned above shall apply.

- **Top Golf Facility** (Section 4/Exhibit G) – The agreement limits the use of the property to a driving range and related clubhouse, restaurant, bar and event space, similar to the Top Golf facility located in Austin Texas.

- **Changes to the Lakes Golf Course** (Sections 5.4 and 12/Exhibit D) – The proposed Top Golf facility has a larger footprint and a higher parking demand than the current driving range facility. In order to accommodate the proposed development and parking needs, the 9-hole portion of the course must be modified. Exhibit D of the agreement provides direction as to the redesign of the golf course and the minimum standards of development. The intent of this section is that the facilities and the level of play of the course shall be the same or better than the current facility. The clubhouse building and the size of the restaurant will be smaller than the current Lakes facility. Parking for the Lakes would be shared with the Top Golf facility and may include some spaces reserved for Lakes patrons. Section 12 requires CenterCal to fund and complete the improvements to the golf course and the driving range.

- **Conditions Precedent/Due Diligence Requirements** (Subsection 5.4) – As mentioned above, this is a conditional agreement that calls for a 12-month due diligence and performance period during which the City and CenterCal are responsible for a number of actions. There are 12 conditions precedent that include such items as:
  - Environmental testing/due diligence by CenterCal;
  - Approval of the conceptual golf course and driving range improvements by the City;
  - That subleases between CenterCal and 30 West Pershing, and between 30 West Pershing and Top Golf have been entered into and that the sublease between 30 West Pershing and Top Golf requires Top Golf to operate the facility for a minimum of seven years;
  - Review and determination on all necessary planning/zoning applications and California Environmental Quality Act (CEQA) review by the City;
- Extension of the lease (license agreement) for the portion of the property owned by Southern California Edison; and,
- Confirmation from Chevron that the proposed use is consistent with their (Chevron’s) restrictions on this property.

  1. **Operational Conditions** (Sections 11 and 12) – During the public outreach process, staff heard from current users that a number of operational considerations should be included in the agreement. This section requires that a portion of the facility be open for early morning (6:00 a.m.) users, discounts (10%) for El Segundo residents and seniors and military. The discounts would be cumulative (i.e. an El Segundo resident who is a senior would receive a 20% discount). The agreement requires the operator to make the facility available to youth groups and the operator (Top Golf) is in the process of finalizing a commitment to accommodate instructional groups (see attached “Areas of Understanding” document). While this commitment bears the name of the City of El Segundo it was negotiated by Top Golf and the golf professionals that provide instructional training at the Lakes. Section 11 also allows the City to temporarily operate the driving range facility if, during the term of the agreement, Top Golf or a subsequent operator vacates the facility. The intent of this provision is to allow the facility to remain for operation while 30 West Pershing seeks a longer-term tenant for the facility. Should, after the initial seven year term of the agreement, the facility become vacant (other than the City’s temporary operation) for more than two years, the agreement could be terminated and the facility would revert back to the City.

In order to seek to avoid closure of the golf course closure during construction, Section 12 requires the City and CenterCal to assess the ability to operate all or parts of the golf course during the construction period of both the golf course and the Top Golf facility and to operate the golf course to the extent determined feasible.

  1. **Guarantees** – The agreement includes financial guaranties from corporate parents of Center Cal and 30 West Pershing that they will complete construction of the golf course and the Top Golf facilities, the payment of rent through the time the construction is completed, and operation by Top Golf or another operator for seven years. If something unforeseen occurs, and the projects are cancelled, these parties are also providing guarantees that the golf course and driving range improvements will be completed or that the facilities will be returned to their original conditions. Finally, in order to insure that the golf course improvements are completed, Subsection 4.1 requires that the golf course be substantially complete and available for operations prior to Top Golf’s ability to operate their facility.

**Project Benefits and Possible Schedule**

In reviewing the proposal staff believes that there are a number of benefits to the City of El Segundo including:

  1. **Increased Use of the Facilities** – The proposed Top Golf facility will increase the number of hitting bays and potentially appeal to a broader range of users than the current, traditional driving range. It is also possible that the increased public awareness in the facility and increased interest in golf will increase the usage of the Lakes golf course.
  2. **Job Creation and Employment** – the current driving range facility currently employs the equivalent of 2-3 full-time persons. The proposed Top Golf facility is expected to create
approximately 300 temporary construction jobs as well as 100-120 full-time and 60-80 part-time jobs upon completion and operation.

- Amenity to the Business Community/Economic Development Tool – High technology and creative industry companies, like some that already exist in El Segundo and those that the City is attempting to attract, look for locations that provide amenities and recreation opportunities for their employees and clients. The proposed facility will provide a recreational, social and business gathering location for current and future businesses. This will be the first West Coast location for Top Golf and will generate a great deal of interest that will serve to further promote El Segundo’s business and visitor profile.

- Improvement of the Lakes Golf Course – It is the City’s desire that the condition and playability of the Lakes can be improved as part of this renovation but at a minimum the total playing distance of the course cannot be decreased. Additionally, it must maintain the same number of par 4 holes. The level of improvement is yet to be determined but it is hoped that the course can be lengthened to achieve a United States Golf Association (USGA) rating, that additional obstacles can be added, that some of the current water features can be more integrated into to the play of the course and that tee boxes can be leveled and lengthened. The estimated combined investment in the Lakes and the Top Golf facilities is in the range of $17 million to $22 million dollars.

- Financial Benefit to the City – The proposed facility will provide a financial benefit to the City and the Golf Enterprise Fund. This increased revenue is a result to the $425,000 ground lease, the increase in sales, business license, utility users and property taxes generated by the facility and it's customers (estimated at approximately $55,000 to $75,000 per year), a reduction in the City’s expenses and improved financial performance of the Lakes golf course. Taking into account the loss of revenue from the current driving range operation with the factors mentioned above, the City anticipates an additional annual revenues of $200,000 to 300,000.

A very preliminary scenario for a project schedule could be as follows:

- **November, 2013** – City Council approval of the Due Diligence and Ground Lease Agreement
- **December, 2013 through December, 2014** – Due diligence, review and approval of golf course design and consideration of zoning/planning applications and CEQA document final plan review, building permits and construction contracts are entered into for the improvements to the golf course and driving range.
- **January, 2015 through October 2015** – Initiation and completion of the golf course and driving range improvements.

In this scenario, both facilities could be open for operation by November, 2015. It would be the City’s intent to expedite the process as well as have portions of the Lakes open during the construction period.

**Summary**

The proposed Agreement will start a one-year process to further evaluate the proposal and develop more detailed plans for both facilities. During this process, there will be additional opportunities for public involvement and input on the design and operations as well as the CEQA
and land use entitlement process. As discussed in the previous section of this report, if both parties decide to ultimately move forward with the project, it is felt that the new and revised facilities will benefit the City, the business community, users of the Lakes Golf Course and future employees and users of Top Golf.
C. UNFINISHED BUSINESS

ITEM #3

Approval of a Due Diligence and Ground Lease Agreement and Reimbursement Agreement with ES CenterCal LLC to lease the driving range portion of The Lakes Golf Course for the purpose of developing a Top Golf facility consisting of a driving range, restaurant, bar and lounge and event facilities.
(Fiscal Impact: $425,000 annual ground lease with 10% increases compounded each five years)

RECOMMENDATION – 1) Approve the Due Diligence and Ground Lease Agreement and direct the City Manager to enter into a Reimbursement Agreement that requires CenterCal to pay the costs associated with the various due diligence and land use entitlement costs; 2) Alternatively, discuss and take other possible action related to this item.

FOR STAFF REPORT AND ATTACHMENTS ONE (1) THRU FOUR (4)

REFER TO PDF FILES POSTED ON CITY OF EL SEGUNDO WEBSITE

http://www.elsegundo.org/depts/elected/agendas.asp

FILE NAME:
Council Meeting Agenda Packet 11-05-13 – ITEM #3 ES CenterCal LLC (Top Golf Facility)
<table>
<thead>
<tr>
<th>Code</th>
<th>Fund Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>General Fund</td>
<td>353,029.60</td>
</tr>
<tr>
<td>104</td>
<td>Traffic Safety Fund</td>
<td>-</td>
</tr>
<tr>
<td>106</td>
<td>State Gas Tax Fund</td>
<td>-</td>
</tr>
<tr>
<td>108</td>
<td>Associated Recreation Activities Fund</td>
<td>-</td>
</tr>
<tr>
<td>109</td>
<td>Asset Forfeiture Fund</td>
<td>450.81</td>
</tr>
<tr>
<td>111</td>
<td>Comm. Devel. Block Grant</td>
<td>-</td>
</tr>
<tr>
<td>112</td>
<td>Prop A Transportation</td>
<td>75.60</td>
</tr>
<tr>
<td>114</td>
<td>Prop C Transportation</td>
<td>20.68</td>
</tr>
<tr>
<td>115</td>
<td>Air Quality Investment Program</td>
<td>-</td>
</tr>
<tr>
<td>116</td>
<td>Home Sound Installation Fund</td>
<td>1,013,022.62</td>
</tr>
<tr>
<td>117</td>
<td>Hyperion Mitigation Fund</td>
<td>855.84</td>
</tr>
<tr>
<td>118</td>
<td>TDA Article 3 - SB 821 Bikeway Fund</td>
<td>9,201.09</td>
</tr>
<tr>
<td>119</td>
<td>NTA Grant</td>
<td>-</td>
</tr>
<tr>
<td>121</td>
<td>FEMA</td>
<td>-</td>
</tr>
<tr>
<td>122</td>
<td>C.O.P.S. Fund</td>
<td>4,880.36</td>
</tr>
<tr>
<td>202</td>
<td>Assesement District #73</td>
<td>-</td>
</tr>
<tr>
<td>301</td>
<td>Capital Improvement Fund</td>
<td>32,001.64</td>
</tr>
<tr>
<td>302</td>
<td>Infrastructure Replacement Fund</td>
<td>-</td>
</tr>
<tr>
<td>406</td>
<td>Facilities Maintenance</td>
<td>-</td>
</tr>
<tr>
<td>501</td>
<td>Water Utility Fund</td>
<td>14,506.90</td>
</tr>
<tr>
<td>502</td>
<td>Wastewater Fund</td>
<td>6,336.28</td>
</tr>
<tr>
<td>503</td>
<td>Golf Course Fund</td>
<td>-</td>
</tr>
<tr>
<td>601</td>
<td>Equipment Replacement</td>
<td>921.30</td>
</tr>
<tr>
<td>602</td>
<td>Liability Insurance</td>
<td>3,752.46</td>
</tr>
<tr>
<td>603</td>
<td>Workers Comp. Reserve/Insurance</td>
<td>52.12</td>
</tr>
<tr>
<td>701</td>
<td>Retired Emp. Insurance</td>
<td>4,613.66</td>
</tr>
<tr>
<td>702</td>
<td>Expendable Trust Fund - Developer Fees</td>
<td>3,536.75</td>
</tr>
<tr>
<td>703</td>
<td>Expendable Trust Fund - Other</td>
<td>16,410.00</td>
</tr>
<tr>
<td>708</td>
<td>Outside Services Trust</td>
<td>37.13</td>
</tr>
<tr>
<td></td>
<td><strong>Total Warrants</strong></td>
<td><strong>1,491,839.54</strong></td>
</tr>
</tbody>
</table>

**State of California**
**County of Los Angeles**

Information on actual expenditures is available in the Director of Administrative Services office in the City of El Segundo.

I certify as to the accuracy of the Demands and the availability of fund for payment thereof.

For Approval: Regular checks held for City council authorization to release.

**Codes:**

**R** = Computer generated checks for all non-emergency/urgence payments for materials, supplies and services in support of City Operations

**A** = Payroll and Employee Benefit checks

**B - F** = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves.

**H** = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

**FINANCE DIRECTOR:***

**Date:*** 10/15/13

**CITY MANAGER:***

**Date:*** 10-16-13
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 9/27/13 THROUGH 10/10/13

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/18/2013</td>
<td>Health Comp</td>
<td>(609.38)</td>
<td>Correct Prior Memo</td>
</tr>
<tr>
<td>9/18/2013</td>
<td>Cal Pers</td>
<td>609.38</td>
<td>OPEB</td>
</tr>
<tr>
<td>9/27/2013</td>
<td>Nationwide NRS EFT</td>
<td>1,842.82</td>
<td>EFT 401a payment</td>
</tr>
<tr>
<td>9/27/2013</td>
<td>Nationwide NRS EFT</td>
<td>39,109.24</td>
<td>EFT 457 payment</td>
</tr>
<tr>
<td>9/27/2013</td>
<td>Manufacturers &amp; Traders</td>
<td>617.31</td>
<td>IRA payment Vantagepoint</td>
</tr>
<tr>
<td>9/27/2013</td>
<td>Manufacturers &amp; Traders</td>
<td>5,932.61</td>
<td>401 payment Vantagepoint</td>
</tr>
<tr>
<td>9/27/2013</td>
<td>Manufacturers &amp; Traders</td>
<td>26,029.75</td>
<td>457 payment Vantagepoint</td>
</tr>
<tr>
<td>9/27/2013</td>
<td>South Bay Credit Union</td>
<td>14,570.38</td>
<td>Payroll credit union deduction pmt</td>
</tr>
<tr>
<td>9/30/2013</td>
<td>Cal Pers</td>
<td>1,365,851.69</td>
<td>OPEB Annual Pmt</td>
</tr>
<tr>
<td>9/30/2013</td>
<td>Employment Development</td>
<td>1,822.49</td>
<td>State Tax Balance 10/26</td>
</tr>
<tr>
<td>10/2/2013</td>
<td>Lane Donovan Golf Pte</td>
<td>23,290.15</td>
<td>Payroll Transfer</td>
</tr>
<tr>
<td>10/2/2013</td>
<td>Cal Pers</td>
<td>116,395.09</td>
<td>EFT Retirement Misc</td>
</tr>
<tr>
<td>10/2/2013</td>
<td>Cal Pers</td>
<td>249,348.60</td>
<td>EFT Retirement Safety</td>
</tr>
<tr>
<td>10/2/2013</td>
<td>Cal Pers</td>
<td>3,535.31</td>
<td>EFT Retirement Misc Adj</td>
</tr>
<tr>
<td>10/3/2013</td>
<td>Health Comp</td>
<td>1,164.63</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>10/8/2013</td>
<td>Cal Pers</td>
<td>1,766.94</td>
<td>EFT Retirement Misc</td>
</tr>
<tr>
<td>10/8/2013</td>
<td>Cal Pers</td>
<td>457,928.61</td>
<td>EFT Health Payment</td>
</tr>
<tr>
<td>10/8/2013</td>
<td>Cal Pers</td>
<td>484.55</td>
<td>EFT Retirement Safety</td>
</tr>
<tr>
<td>10/9/2013</td>
<td>Health Comp</td>
<td>1,153.76</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>10/10/2013</td>
<td>Employment Development</td>
<td>3,743.48</td>
<td>State Taxes</td>
</tr>
<tr>
<td>10/10/2013</td>
<td>Employment Development</td>
<td>52,854.94</td>
<td>State Taxes</td>
</tr>
<tr>
<td>10/10/2013</td>
<td>IRS</td>
<td>241,098.96</td>
<td>Federal Taxes</td>
</tr>
<tr>
<td>10/10/2013</td>
<td>West Basin</td>
<td>1,784,603.32</td>
<td>H2O payment</td>
</tr>
<tr>
<td>9/26-10/10/13</td>
<td>Workers Comp Activity</td>
<td>22,020.25</td>
<td>SCRMA checks issued</td>
</tr>
</tbody>
</table>

**DATE OF RATIFICATION: 11/05/13**

**TOTAL PAYMENTS BY WIRE:**

4,421,504.02

Certified as to the accuracy of the wire transfers by:

*Signature:* Mary J. Kohn
*Date:* 10/14/13

*Signature:* Debcah Helle
*Date:* 10/15/13

*Signature:* Greg Castant
*Date:* 10/16/13

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, OCTOBER 15, 2013 – 5:00 PM

CALL TO ORDER – Mayor Fisher at 5:00 PM

ROLL CALL

Mayor Fisher - Present
Mayor Pro Tem Jacobson - Present
Council Member Fuentes - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

CLOSED SESSION:
The City Council moved into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -1- matter

1. Garton vs. City of El Segundo, et al, LASC Case No. YC066586

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(b): -0- matter.

Initiation of litigation pursuant to Government Code §54956.9(c): -0 - matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957) – 0 - matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -0-Matter.
CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0-
matter

ADJOURNMENT at 6:50 PM

Tracy Weaver, City Clerk
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, OCTOBER 15, 2013 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Fisher at 5:00 PM

ROLL CALL

Mayor Fisher - Present
Mayor Pro Tem Jacobson - Present
Council Member Fuentes - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

Mayor Fisher announced that Council would be meeting in closed session pursuant of the items listed on the agenda.

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council moved into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code §54956.9(d) (3) -2- matter

1. City of El Segundo vs. City of Los Angeles, et.al. LASC Case No. BS094279
2. City of Los Angeles vs. Pacific Bell Telephone Company, et al., LASC Case No. BC414272

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -0- matter.

Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) –0- matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov't Code §54957.6): -0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -1-matters

1. Lease of City Owned Property (Price and Terms)
   Real Property: City owned Golf Course ("The Lakes") located at Sepulveda Boulevard (Assessor Parcel Number: 4138-014-913).
   City's Negotiator: Greg Carpenter, City Manager
   Potential Lessee/Negotiating Party: Centercal Properties, Inc.

Recessed at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, OCTOBER 15, 2013 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fisher at 7:02 PM

INVOCATION – Scott Lambert, Associate Minister, Hilltop Church of Christ

PLEDGE OF ALLEGIANCE – Council Member Fuentes

PRESENTATIONS

Presentation by Megan Berry, Director of Business Development with Muscular Dystrophy Association and El Segundo Firefighter’s speaking on behalf of the Annual Fill the Boot Campaign.
Proclamation read by Mayor Fisher and presented to Lina McDermott, Youth Manager, along with youth members of Tree Musketeers. Proclaiming Saturday, October 26, 2013 as Make A Difference Day.
Commendation read by Council Member Fellhauer and presented to El Segundo Police Officer Armando Rodriguez for his heroic acts.

ROLL CALL

Mayor Fisher - Present
Mayor Pro Tem Jacobson - Present
Council Member Fuentes - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

James Patrick Smith, resident, recently visited Top Golf in Houston, TX and found the facility to be a top notch operation.
Julian Poyourow, President of Tree Musketeers, encouraged the Council to support Make a Difference Day and waive the fees requested by the group.

Mike Dunkel, Hermosa Beach resident, opposed to Top Golf facility at The Lakes of El Segundo.

Mike Robbins, resident, has concerns with items on the Agenda, written communication was received in the City Clerk’s office prior to the meeting.

Elizabeth Synadinos, resident, in favor of Agenda item #13, banning retail sales of cats and dogs in El Segundo.

Elizabeth Oreck, National Manager, Puppy Mill Initiatives
Best Friends Animal Society, strongly supports banning retail sales of cats and dogs in El Segundo.

CITY COUNCIL COMMENTS – (Related to Public Communications)

Council discussion

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

MOTION by Mayor Pro Tem Jacobson, SECONDED by Council Member Fuentes to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to open a public hearing and receive public testimony concerning adopting a resolution amending, in its entirety, the Zone 1 preferential parking area first established by Resolution No. 3333 and establishing a permit fee in accordance with the El Segundo Municipal Code ("ESMC"). Zone 1 will include the west curb line of Washington Street (from Maple Avenue to Walnut Ave) and, also, both curb lines of Walnut Avenue (from Washington Street to California Street).
(Fiscal Impact: None)

Mayor Fisher stated this was the time and place to conduct a Public Hearing and receive public testimony concerning adopting a resolution amending, in its entirety, the Zone 1 preferential parking area first established by Resolution No. 3333 and establishing a permit fee in accordance with the El Segundo Municipal Code ("ESMC"). Zone 1 will include the west curb line of Washington Street (from Maple Avenue to Walnut Ave) and, also, both curb lines of Walnut Avenue (from Washington Street to California Street).
Clerk Weaver stated that proper notice had been done and one item was received and Council was copied.

Mayor Pro Tem Jacobson left the dais due to possible conflict of interest.

Mitch Tavera, Police Chief, answered Council questions.

Opened Public Hearing

MOTION by Council Member Fellhauer, Seconded by Council Member Fuentes to close the Hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

Mark Hensley, City Attorney, read by title only:

RESOLUTION NO. 4845

A RESOLUTION AMENDING RESOLUTION NO. 3333, ADOPTED NOVEMBER 5, 1985, IN ITS ENTIRETY REGARDING PREFERENTIAL PARKING AREAS WITHIN THE CITY WHERE PARKING PERMITS MAY BE USED IN ACCORDANCE WITH EL SEGUNDO MUNICIPAL CODE CHAPTER 8-5A.

MOTION by Council Member Fuentes, SECONDED by Council Member Fellhauer to adopt Resolution No. 4845, amending, in its entirety, Resolution No. 3333 to reestablish the Zone 1 preferential parking area and establish a permit fee. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

Mayor Pro Tem Jacobson returned to the dais.

2. Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a Categorical Exemption; and 2) a Zone Text Amendment to modify El Segundo Municipal Code (ESMC) regulations regarding the definition of “Setback” located in ESMC § 15-1-6 and corrections to the table entitled “Drive Aisle Width and Parking Space Depth” located in ESMC § 15-15-5(N)(1). Applicant: City Initiated. (Fiscal Impact: None)

Mayor Fisher stated this was the time and place to conduct a Public Hearing and receive public testimony regarding an Environmental Assessment for a Categorical Exemption and a Zone Text Amendment to modify El Segundo Municipal Code (ESMC) regulations regarding the definition of “Setback” located in ESMC § 15-1-6 and corrections to the table entitled “Drive Aisle Width and Parking Space Depth” located in ESMC § 15-15-5(N)(1)
Clerk Weaver stated that proper notice had been done and no written communication has been received in the Clerk’s Office.

Sam Lee, Director of Planning and Building Safety, gave a brief presentation

Opened Public Hearing

MOTION by Mayor Pro Tem Jacobson, Seconded by Council Member Atkinson to close the Hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1483


Mayor Pro Tem Jacobson introduced the Ordinance.

Second reading and adoption scheduled for November 5, 2013.

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

3. Approved Warrant Numbers 2594565 – 2594745 on Register No. 1 in the total amount of $1,791,016.23 and Wire Transfers from 9/13/2013 through 9/26/2013 in the total amount of $853,403.74. Authorized staff to release. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

4. Approved Special City Council Meeting Minutes of September 25, 2013 and Regular City Council Meeting Minutes of October 1, 2013.

5. Accepted $16,271.60 in grant funding from the University of California, Berkeley, Safe Transportation Research and Education Center. (Fiscal Impact: None)
6. PULLED FOR DISCUSSION BY COUNCIL MEMBER FUENTES

7. Authorized the City Manager to execute an amendment with AKM Consulting Engineers, in a form approved by the City Attorney, for additional construction inspection services related to the Maple Ave. construction project in the amount not to exceed $20,000.00. No. PW 12-09.
(Fiscal Impact: $20,000.00)

8. Accepted as complete the FY 11/12 slurry sealing of the streets in the area bounded by Sheldon Street, Mariposa Avenue, El Segundo Boulevard and Sepulveda Boulevard and authorized the City Clerk to file a Notice of Completion in the County Recorder’s office. Project No.: PW 12-05.
(Fiscal Impact: $320,231.08)

9. Adopted Plans and Specifications for the FY 13/14 slurry sealing of the streets in the area bounded by the west City boundary, Sheldon Street, Mariposa Avenue, and El Segundo Boulevard and authorized staff to advertise the project for receipt of construction bids. Project No.: PW 13-14.
(Fiscal Impact: $642,000.00)

10. Authorized the City Manager to enter into Memorandum of Understanding No. 4501 (MOU) for development of an Enhanced Watershed Management Program for Jurisdictional Groups 2 & 3 of the Santa Monica Bay Watershed, and for the Dominguez Channel Watershed and authorized the City Manager to enter into a Memorandum of Understanding No. 4502, approved in form by the City Attorney, between the Cities of Los Angeles, El Segundo, Hawthorne and Inglewood, the Los Angeles County Flood Control District, and the County of Los Angeles for $49,996.45 for administration and cost sharing for development of an Enhanced Watershed Management Program for the Dominguez Channel Watershed
(Fiscal Impact: $93,967.45)

MOTION by Council Member Fellhauer, SECONDED by Mayor Pro Tem Jacobson to approve Consent Agenda items 3, 4, 5, 7, 8, 9, and 10. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

PULLED ITEM:

6. Consideration and possible action to update the El Segundo Municipal Code regulating general penalties for Title 6 of the City Code specific to animal control.

Council Discussion
MOTION by Council Member Fuentes, SECONDED by Council Member Fellhauer to adopt Ordinance No. 1482, amending the El Segundo Municipal Code § 6-1-5 regulating violations of animal regulations within the City’s jurisdiction. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

11. Consideration and possible action regarding a request from Tree Musketeers to waive fees for the use of City resources and staff time associated with their Make a Difference Day event on October 26, 2013. (Fiscal Impact: $1079.45)

Council Discussion

MOTION by Mayor Fisher, SECONDED by Council Member Fellhauer to grant the request from Tree Musketeers and waive fees for the use of City resources and staff time associated with their Make a Difference Day event on October 26, 2013. MOTION PASSED BY VOICE VOTE. 3/2 (AYES: Fellhauer, Fisher and Atkinson NOS: Jacobson and Fuentes)


Mark Hensley read by title only:

ORDINANCE NO. 1484

AN ORDINANCE INCORPORATING THE 2013 CALIFORNIA BUILDING CODE (“CBC”) BY REFERENCE AND AMENDING THE CBC BASED UPON LOCAL CLIMATIC, TOPOGRAPHIC, AND GEOLOGICAL CONDITIONS

Council Member Fellhauer introduced the Ordinance
ORDINANCE NO. 1485

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA ELECTRICAL CODE

Council Member Fuentes introduced the Ordinance

ORDINANCE NO. 1486

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA PLUMBING CODE WITH AMENDMENTS

Council Member Atkinson introduced the Ordinance

ORDINANCE NO. 1487

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA MECHANICAL CODE WITH AMENDMENTS

Mayor Fisher introduced the Ordinance

ORDINANCE NO. 1488

AN ORDINANCE ADOPTING BY REFERENCE THE 2013 EDITION OF THE CALIFORNIA FIRE CODE, CHAPTERS 1, DIVISION 2, 3, 4, AND SECTIONS 503, 510.2 AND 1103.2 OF THE INTERNATIONAL FIRE CODE, 2012 EDITION, AND AMENDING THESE CODES THROUGH EXPRESS FINDINGS OF LOCAL NECESSITY

Council Member Atkinson introduced the Ordinance

ORDINANCE NO. 1489

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA ENERGY CODE

Council Member Fellhauer introduced the Ordinance

ORDINANCE NO. 1490

AN ORDINANCE INCORPORATING THE 2013 CALIFORNIA RESIDENTIAL CODE ("CRC") BY REFERENCE AND AMENDING THE CRC BASED UPON LOCAL CLIMATIC, TOPOGRAPHIC, AND GEOLOGICAL CONDITIONS.
Council Member Fuentes introduced the Ordinance

ORDINANCE NO. 1491

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE CALIFORNIA GREEN
BUILDING STANDARDS CODE

Council Member Fellhauer introduced the Ordinance

Public Hearing and second reading and adoption scheduled for November 5, 2013.

REPORTS – CITY MANAGER – None

REPORTS – CITY ATTORNEY - None

REPORTS – CITY CLERK - None

REPORTS – CITY TREASURER - None

REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer – Attended the grand opening of Rock & Brews at the Delta Terminal at LAX, attended the Fire Department and Rotary’s Fire Prevention Poster Drawing contest event and announced tonight that Purple Orchid was hosting a charity auction for Got Kids, an El Segundo non-profit organization rescuing children from trafficking.

Council Member Atkinson – None

Council Member Fuentes –

13. Consideration and possible action regarding an amendment to the Municipal Code banning retail sales of dogs and cats.
   (Fiscal Impact: None)

Council Consensus directing staff to prepare an Ordinance amending the El Segundo Municipal Code (ESMC) to ban the retail sales of dogs and cats.

Attended the Fire Prevention event at Fire Station 1, attended the El Segundo volunteer recognition event at The Lakes of El Segundo, and stated she will be attending the Salute to the Military at the Hacienda Hotel on Wednesday, October 16, 2013.

Mayor Pro Tem Jacobson – he too attended the weekly events and mentioned the Volunteer luncheon at The Lakes of El Segundo was a nice event.
Mayor Fisher – Attended the Volunteer event and thanked the City staff for their part in the event. He also thanked El Segundo volunteers. Attended the Fire Department and Rotary’s Fire Prevention Poster Drawing contest event, thanked Chevron for hosting the event. Attended the grand opening of Rock & Brews at the Delta Terminal at LAX. Stated that the Community Outreach meetings begin Wednesday, October 16, 2013. A schedule of the meetings can be found on the City’s web site, plus you can view the power point and view the video presentation on the web site as well.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Mike Robbins, resident, spoke against using the City’s employees and resources to create an Ordinance to ban retail sales of dogs and cats. Mr. Robbins also spoke the budget issues facing the City.

Elizabeth Synadinos, resident, spoke in favor of a ban on retail sales of dogs and cats in El Segundo. (Rebuttal to Mr. Robbins)

MEMORIALS – None

ADJOURNMENT at 8:43 PM

Tracy Weaver, City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
MONDAY, OCTOBER 28, 2013, 4:30 P.M.

CALL TO ORDER – Mayor Fisher at 4:30 p.m.

ROLL CALL

Mayor Fisher - Present
Mayor Pro Tem Jacobson - Present
Council Member Fuentes - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present

PUBLIC COMMUNICATIONS - (Related to City Business Only - 5 minute limit per person, 30 minute limit total). Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves before addressing the City Council. Failure to do so is a misdemeanor and punishable by a fine of $250.

CLOSED SESSION:

The City Council moved into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -1- matters

1. Lease of City Owned Property (Price and Terms)
   Real Property: City owned Golf Course ("The Lakes") located at Sepulveda Boulevard (Assessor Parcel Number: 4138-014-913).
   City’s Negotiator: Greg Carpenter, City Manager
   Potential Lessee/Negotiating Party: Centercal Properties, Inc.

ADJOURNMENT at 5:45 PM

______________________________
Tracy Weaver, City Clerk
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: November 5, 2013
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to award a 5-year standard Public Works Contract to Santa Monica Electric Company for On Call Electrical Services. Project No. PW 13-16. (Fiscal Impact: not to exceed $20,000 annually)

RECOMMENDED COUNCIL ACTION:
1. Reject Rojas Construction’s bid for the On Call Electrical Services as non-responsive because it did not meet the minimum qualifications for consideration for electrical work.
2. Authorize the City Manager to execute a standard Public Works Contract in a form approved by the City Attorney to Santa Monica Electric Company for on-call electrical services.
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $20,000 for electrical repairs as needed
Additional Appropriation: No
Account Number(s): 001-400-2601-6206 (Contractual Services)

ORIGINATED BY: Floriza Rivera, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
On June 18, 2013, City Council adopted plans and specifications for Project No. PW 13-16, On Call Services Contracts, and authorized staff to advertise for receipt of construction bids. The specifications called for authorized contractors from the general carpentry, electrical, and plumbing trades to provide the City with rates for on-call and emergency services as needed over a period of five years. The City sought to preemptively secure on-call contracts with several bidders of each trade so that any unplanned or emergency repairs could take place expeditiously, and without incurring the delays typically triggered by complying with Public Contracting Code bidding procedures.

On July 23, 2013, the City Clerk received and opened only one bid from Rojas Construction. The bid was disqualified because the contractor did not have the correct license classification for carpentry, electrical or plumbing work.
Once all bids are rejected, Public Contracting Code allows cities to contract with any qualified contractor for the services requested. Over the last several months, staff has outreached to 15 contractors who perform general carpentry, electrical and/or plumbing work. Nearly all of these contractors have declined to submit rate sheets for on-call services. Some contractors have been completely non-responsive, while others do not pay prevailing wages or are simply not interested in on-call work (i.e., too many unknowns). Only one response has been received thus far for on-Call Electrical services, which was received on October 17, 2013 from the Santa Monica Electric Company. They have provided an hourly rate sheet for their technician and service truck time as called for in the bid specs.

Santa Monica Electric Company has previously and satisfactorily worked on City buildings and with City staff. In addition, staff has checked other references and received favorable ratings. Therefore staff recommends that City Council award a 5-year on-call contract to Santa Monica Electric to perform for electrical services.

Please note that staff will continue to pursue securing on-call contracts for the other trades and hope to secure at least two more contractors in the near future.
AGENDA DESCRIPTION:
Consideration and possible action to award a Professional Services Agreement to AKM Consulting Engineers for developing the 2014 Sewer System Evaluation and Capacity Assurance Plan (known in the past as the Sewer Master Plan). Project number PW 13-25. (Fiscal Impact: $89,080.00)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with AKM Consulting Engineers in the amount of $89,080.00.
2. Authorize a transfer from the Sewer Enterprise Fund to cover the Plan development costs.
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Additional Appropriation Needed
Amount Budgeted: $0
Additional Appropriation: Yes $89,080.00
Account Number(s): 502-400-4301-6206 (Sewer Enterprise Fund: Contractual Services)

ORIGINATED BY: Lifan Xu, Principal Civil Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City’s sewer master planning dates back to 1967, with an initial report entitled “Master Plan Sanitary Sewer Facilities,” which evaluated the existing wastewater system at that time and recommended improvements to serve the City’s future needs. The 1967 Sewer Master Plan was updated several times in the following decades to incorporate planning and development changes that were taking place. The last update to the Sewer Master Plan was completed in 2002. They are typically updated every ten years on average, thus a new update of the Sewer Master Plan is now needed.

In, 2006, the commonly referred to “Sewer Master Plan” was renamed “System Evaluation and Capacity Assurance Plan” (SECAP), by the State Water Resources Control Board in Order No.
2006-0003-DWQ, which addresses sewer systems legal requirements (see below for further explanation).

The City’s 2014 SECAP will provide a systematic and cost effective action plan for improving the sanitary sewer collection system to meet current and future needs by:

- Analyzing current and future land use and water demand/discharge data
- Establishing a hydraulic model of the sewer collection system
- Evaluating structural integrity and hydraulic capacity of all portions of the sanitary sewer collection systems, including pump stations, manholes, gravity mains and force mains
- Identifying Capital Improvement Projects (CIPs) to improve structural and hydraulic deficiencies
- Prioritizing CIPs and establishing short term (1-5 years,) intermediate term (5-10 years) and long term (10-20 years) implementation plans

AKM Consulting Engineers developed the City’s 2002 Sewer Master Plan and has satisfactorily completed similar projects for other agencies. Staff recommends that City Council 1) award a Professional Services Agreement to AKM Consulting Engineers to develop the 2014 Sewer System Evaluation and Capacity Assurance Plan in the amount of $89,080, which includes $25,480 for as-needed flow monitoring of 10 locations, and 2) authorize a transfer from the Sewer Enterprise Fund to cover the Plan development costs. Any unspent fund at the completion of the project will be returned to the sewer enterprise fund for future projects.

Staff estimates the following timeline to complete the project:

December 2013 Data Collection
January 2014 Data Analysis
February 2014 Flow Monitoring
March 2014 Hydraulic Modeling
May 2014 Draft Plan Review
June 2014 City Council Approval and Final Plan Submission to the Regional Board

Please note that in the near future, staff will be returning to Council to request additional funding for the development of a Sanitary Sewer Management Plan (SSMP), of which the SECAP is one (major) component.

**Sanitary Sewer Management Plan (SSMP)**

Among other things, the 2014 updated Sanitary Sewer Management Plan will address significant changes in the State’s sewer system requirements that have occurred over the last decade. For example, prior to 2006 the CA Regional Water Quality Control Board had a reporting system in place only for monitoring and reporting spills by treatment plants. However, in May, 2006 the State Water Resources Control Board (SWRCB) adopted Order No. 2006-0003-DWQ, titled “Statewide General Wastewater Discharge Requirements (WDR) for Sanitary Sewer Systems,” which expanded monitoring and reporting requirements to include all local collection system spills/overflows and not just those occurring at treatment plans. This clarified how El Segundo must report any sewer overflow within its system to its local Regional Board. The order also requires each city/agency to create/update and implement its own Sanitary Sewer Management
Plan (SSMP), a document which describes the activities the city uses to manage its sanitary sewer collection system effectively. Required elements of an SSMP include:

1. Collection system management goals
2. Organization of personnel, including the chain of command and communications
3. Overflow emergency response plan
4. Fats, oils, and grease (FOG) control program
5. Legal authority for permitting flows into the system
6. Measures and activities to maintain the wastewater collection system
7. Design and construction standards
8. System Evaluation and Capacity Assurance Plan (SECAP), known in the past as Sewer Master Plan.
9. Monitoring plan for SSMP program effectiveness
10. Periodic SSMP Audits and periodic SSMP updates

The City completed an SSMP in December, 2009 in accordance with the 2006 Order, utilizing the 2002 Sewer Master Plan to address the SECAP component. A mandatory update of the SSMP is due five years after adoption of the previous SSMP. Therefore, staff will begin development of its new SSMP early next year and ensure that it is completed by November, 2014.
AGENDA DESCRIPTION:
Consideration and possible action to award a standard Public Works Contract to F.M. Thomas Air Conditioning, Inc. for City On-Call HVAC maintenance and repair services. Project No. PW 13-17. ($27,304.00 the first year with a 3% annual escalation for the next four years; $144,965.00 over 5-year contract duration)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to approve a standard Public Works Contract in a form approved by the City Attorney with F.M. Thomas Air Conditioning, Inc. in the amount of $144,965.00 for City On-Call HVAC maintenance and repair services
2. Authorize $14,500.00 for annual HVAC-related contingencies.
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None.

FISCAL IMPACT: $159,465.00 over 5 years

Amount Budgeted: $61,000 annually
Additional Appropriation: No.
Account Number(s): 001-400-2601-6206 (Government Buildings – Contractual Services)

ORIGINATED BY: Floriza Rivera, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Public Works Building Maintenance Division has historically overseen specialized vendor work to routinely maintain HVAC equipment in the City’s public buildings, including City Hall, the Police Station, two Fire Stations, the Library, Maintenance Yard, Water Yard, and several parks facilities. The most recent contract with Johnson Controls expired last year, and thus a new public works bidding process was carried out.

To facilitate and reduce the amount of response time for necessary maintenance and repairs, staff recommended that the contract be bid for a five-year term to retain a qualified contractor for both routine maintenance service and on-call repairs. At the end of each year an annual 3% increase in the routine maintenance cost will be instituted, beginning at the end of Year One and continuing for four years. Routine maintenance would commence in January, 2014, and occur quarterly for each of the locations listed above.
City Council adopted plans and specifications on August 6, 2013. The City Clerk received and opened two (2) bids on September 24, 2013, as follows:

F.M. Thomas Air Conditioning, Inc. $27,304 annually
EMCOR Services $39,320 annually

The lowest responsible bid for City On-Call HVAC maintenance and repair services was submitted by F.M. Thomas Air Conditioning, Inc. for an initial rate of $27,304 annually. This would result in a total cost of $144,965.00 over the course of five years, including the yearly 3% price increase. Staff checked references and received several favorable reviews from cities that contracted with F.M. Thomas for similar maintenance work.

Staff therefore recommends that City Council award a Public Works contract in the amount of $144,965.00 to F.M. Thomas Air Conditioning, Inc. for routine maintenance and on-call, emergency repairs of the HVAC system in all City buildings, and approve $14,500 in contingency funds for unforeseen equipment repairs that may be discovered during routine maintenance activities.
AGENDA DESCRIPTION:
Consideration and possible action regarding the adoption of Ordinance No. 1483 for a Categorical Exemption and Zone Text Amendment to modify El Segundo Municipal Code (ESMC) regulations regarding the definition of “Setback” located in ESMC §15-1-6 and corrections to the table entitled “Drive Aisle Width and Parking Space Depth” located in ESMC §15-15-5(N)(1). Applicant: City Initiated (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. 1483 for Environmental Assessment No. EA-1002 and Zone Text Amendment No. 12-06; and/or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1483

FISCAL IMPACT: None

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Kim Christensen, AICP, Planning Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

I. Background and Discussion

On September 24, 2013, the Planning Commission adopted Planning Commission Resolution No. 2738 recommending that the City Council adopt an Ordinance amending the El Segundo Municipal Code definition of setback (ESMC §15-1-6) and off-street parking drive-aisle width and parking space depth (ESMC §15-15-5). On October 15, 2013, the City Council introduced and waived first reading of an Ordinance for Environmental Assessment No. EA-1002 and Zone Text Amendment No. 12-06.

The recommended action is to waive second reading and adopt Ordinance No. 1483. If adopted, Ordinance No. 1483 will become effective in 30 days.
ORDINANCE NO. 1483


The City Council of the City of El Segundo does ordain as follows:

SECTION 1: The City Council finds and declares as follows:

A. On October 10, 2012, the City of El Segundo initiated an application for Environmental Assessment No. EA-1002 and Zone Text Amendment No. 12-06 to amend the ESMC definition of setback and modify the ESMC table identifying off-street parking drive aisle width and parking space depth;

B. The application was prepared and reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the ESMC;

D. The City reviewed the project’s environmental impacts under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the CEQA Guidelines”) and the City’s Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

E. The Planning and Building Safety Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for September 26, 2013;

F. On September 26, 2013, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed amendment, including, without limitation, information provided to the Planning Commission by City staff and public testimony;

G. On September 26, 2013, the Planning Commission adopted Resolution No. 2738 recommending the City Council approve Environmental Assessment No. EA-1002 and Zone Text Amendment No. 13-06;
H. On October 15, 2013, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance; and

I. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its October 15, 2013 hearing and the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Findings. The City Council incorporates by reference all of the findings and conclusions set forth in Planning Commission Resolution No. 2738 as if fully set forth including, without limitation, the Environmental Assessment set forth in Section 3 of Resolution No. 2738.

SECTION 3: The definition of “SETBACK” in ESMC §15-1-6 captioned “Definitions” is amended in its entirety as follows:

“SETBACK: The minimum required distance between the interior lot line or the edge of public right-of-way and the building line.”

SECTION 4: The table entitled “Drive Aisle Width and Parking Space Depth” in ESMC § 15-15-5(n)(1) is amended in its entirety as follows:

<table>
<thead>
<tr>
<th>Parking angle</th>
<th>Aisle width - one way</th>
<th>Aisle width - two way</th>
<th>Standard space depth</th>
<th>Compact space depth</th>
<th>Space width</th>
</tr>
</thead>
<tbody>
<tr>
<td>0° - parallel</td>
<td>12 feet</td>
<td>18 feet</td>
<td>8.5 feet</td>
<td>8.5 feet</td>
<td>24 feet</td>
</tr>
<tr>
<td>30°</td>
<td>12 feet</td>
<td>18 feet</td>
<td>16.36 feet</td>
<td>14.86 feet</td>
<td>17 feet</td>
</tr>
<tr>
<td>45°</td>
<td>15 feet</td>
<td>18 feet</td>
<td>18.74 feet</td>
<td>16.62 feet</td>
<td>12.02 feet</td>
</tr>
<tr>
<td>60°</td>
<td>16 feet</td>
<td>18 feet</td>
<td>19.84 feet</td>
<td>17.24 feet</td>
<td>9.82 feet</td>
</tr>
<tr>
<td>90°</td>
<td>25 feet</td>
<td>25 feet</td>
<td>18 feet</td>
<td>15 feet</td>
<td>8.5 feet</td>
</tr>
</tbody>
</table>

SECTION 5: CONSTRUCTION. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 6: ENFORCEABILITY. Repeal or amendment of any provision of the El Segundo Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed or amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.
SECTION 7: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 8: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 10: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this 5th day of November, 2013.

Bill Fisher, Mayor

ATTEST:

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF EL SEGUNDO )

I, Tracy S. Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1483 was duly introduced by said City Council at a regular meeting held on the 15th day of October, 2013, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 5th day of November, 2013, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tracy S. Weaver, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:  Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:

Consideration and possible action to authorize the City Manager to enter into a professional service agreement with Digital Health Department, Inc. for the purchase of data management software to be used by the Fire Department in coordination with the California Environmental Reporting System (CERS).

Fiscal Impact: $35,000

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to enter into a professional service agreement with Digital Health Department, Inc. for the purchase of environmental data management software to be in compliance with statutory electronic data collection requirements.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Draft Professional Service Agreement with Digital Health Department, Inc.

FISCAL IMPACT: $35,000

| Amount Budgeted: | $40,200.00 |
| Additional Appropriation: | N/A |
| Account Number(s): | 125-300-3205-3789 Revenue – CERS Grant  
125-400-3205-8108 Expenditure – CERS Software |

PREPARED BY: Steve Tsumura, Environmental Safety Manager  
REVIEWED BY: Kevin Smith, Fire Chief  
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

In 2008, Assembly Bill 2286 was promulgated and requires Certified Unified Program Agencies (CUPAs) to collect and transmit data electronically by January 2013 through the State data exchange portal or a City portal using a data management system for the collection and retrieval of hazardous materials information for emergency response or inspections.

On November 1, 2011, the City Council passed Resolution 4750, authorizing the City Manager to apply for and receive a grant to establish an electronic database for receiving and managing environmental data submitted by El Segundo businesses in compliance with Assembly Bill 2286.

As required by the State Grant Agreement and Application, a professional service agreement was negotiated with Digital Health Department, Inc. for software services, operation and maintenance to be consistent with State requirements and also with other CUPA agencies State-wide. The contract cost is $22,000.00 and covers fiscal year 2013/2014. An annual maintenance fee of $6,500.00 is assessed with 5% incremental increases each year.
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EL SEGUNDO  
AND  
DIGITAL HEALTH DEPARTMENT, INC.  

THIS AGREEMENT, is entered into this ______ day of ________, 20____, by and between CITY OF EL SEGUNDO, a municipal corporation ("CITY") and DIGITAL HEALTH DEPARTMENT, INC., a Georgia Corporation ("CONSULTANT").

1. CONSIDERATION.

A. As partial consideration, CONSULTANT agrees to perform the scope of services attached as Exhibits "A," "A1," and "B," and incorporated herein ("SERVICES"). The SERVICES include installing and maintaining a software program for various tasks associated with the Digital Health Department Environmental Health Data Management System ("SOFTWARE").

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY will pay CONSULTANT the compensation set forth in Exhibit A, but in no event more than twenty-two thousand dollars ($22,000.00).

D. CITY will not be liable for any costs or expenses exceeding the sum paid to CONSULTANT pursuant to Section 1(C) unless otherwise agreed to by the Parties and by written amendment to this Agreement.

2. TERM. The term of this Agreement will be for one (1) year. This Agreement will automatically renew, on an annual basis, on its anniversary date unless otherwise terminated. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

A. Completion of the work specified in Exhibit "A";

B. Termination as stated in Section 8.

3. WARRANTIES. CONSULTANT represents and warrants that:

A. The SOFTWARE is the result of CONSULTANT's sole efforts unless otherwise stipulated as a collaboration;

B. Except as otherwise disclosed in writing to CITY, the SOFTWARE is unique and original and does not infringe upon any copyright or patent; and
C. All SOFTWARE installed by CONSULTANT will be maintained of defects and bugs according to that specified in Exhibit B.

4. “SELF-HELP” AND “MALICIOUS” CODES PROHIBITED.

A. CONSULTANT understands and agrees that CONSULTANT’s use of any “self-help” or “malicious” codes, as defined by this Section, is prohibited and constitutes an “unfair business practice” as defined by California law. Notwithstanding any other provision of this Agreement that limits CONSULTANT’s liability, CONSULTANT will be fully liable for all penalties and damages arising from use of a self-help or malicious code.

B. “Self-help code” means any back-door, time-bomb, drop-dead, time-out, lock-up, slow-down, data freezing, logic bombs, or other software routine, code, devices, techniques intended to disable, slow, prevent operation of, or otherwise interfere with or change any operation of any computer system, software or other property automatically with the passage of time or under the prior instruction, triggering event or control of someone other than Client.

C. “Malicious Code” means any virus, “spyware,” “Trojan horse,” “worm,” “Easter egg,” “cancelbot,” “trapdoor,” or other unapproved or malicious software routine, code, command, device, technique, or instruction or other contaminant intended to
   i. Permit unauthorized access to, detection of, modification of, or monitoring of any code, system, or data;
   ii. Alter, supplement, disable, erase, limit, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, shut down or delete, threaten, slow or otherwise inhibit the functioning of, or otherwise harm any of the code, documentation or data or any computer system, software or other property;
   iii. Render any data irretrievable, modified, or disrupted so as to be unreliable in any regard;
   iv. Perform any other unauthorized action, or prevent, limit, condition or inhibit performance of authorized actions or any function including, without limitation, to its security or end user data.

5. LAWS AND REGULATIONS. CONSULTANT will be responsible for complying with any and all applicable Federal, State, County, and Municipal laws and regulations and the conditions of any required licenses and permits before entering into this Agreement. Such compliance will be at CONSULTANT’s sole cost and without any increase in price or time on account of such compliance, regardless of whether compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or CONSULTANT’s proposal.
6. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

i. **Indemnification for Professional Services.** CONSULTANT will save harmless and indemnify and at CITY’s request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT’s officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY’s sole negligence or willful misconduct.

ii. **Indemnification for other Damages.** CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY’s sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY’s request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

iii. **Intellectual Property Infringement.** Notwithstanding any provision to the contrary, CONSULTANT will, at its own expense, indemnify and defend CITY against any claim that CONSULTANT’s services or work product furnished under this Agreement infringes a patent or copyright in the United States or Puerto Rico. In such event, CONSULTANT will pay all costs damages and attorney’s fees that a court finally awards as a result of such claim. To qualify for such defense and payment, CITY must (a) give CONSULTANT prompt written notice of any such claim; and (b) allow CONSULTANT to control, and fully cooperate with CONSULTANT in the defense and all related settlement negotiations. CITY agrees that if the use of CONSULTANT’s services or work product becomes, or CONSULTANT believes is likely to become, the subject of such an intellectual property claim, CITY will permit CONSULTANT, at its option and expense, either to secure the right for CITY to continue
using CONSULTANT’s services and work product or to replace it with comparable services and work product.

B. For purposes of this section “CITY” includes CITY’s elected and appointed officials, officers, employees, and volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 6, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

7. INSURANCE.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Consultant will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits (combined single)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory requirement.</td>
</tr>
</tbody>
</table>

B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” Consultant will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance will have the same
coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or its officers, employees or agents during the time this Agreement was in effect.

D. Consultant will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”

E. Should Consultant, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or terminate.

8. TERMINATION OF AGREEMENT

A. During the term of this Agreement, CITY may, in its sole discretion, terminate this Agreement with or without cause by giving written notice to CONSULTANT. Termination will become effective immediately upon the giving of notice as provided in this section of the Agreement. The City Manager may exercise such right of termination on behalf of CITY.

B. Except as otherwise provided, upon termination of this Agreement, CITY will be liable to CONSULTANT only for all work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law.

9. NOTICES

A. CONSULTANT will notify CITY of changes in address. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To CITY:

Fire Chief
El Segundo Fire Department
314 Main Street
El Segundo, CA 90245

Page 5 of 9
To CONSULTANT:

Digital Health Department, Inc.
Attn: Contracts Department
7506 E. Independence Blvd., #105
Charlotte, NC 28227

and, when addressed in accordance with this paragraph, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

10. AUDIT AND ACCESS TO RECORDS. CONSULTANT, including CONSULTANT’s subcontractors, will maintain records and other evidence of all expenses incurred in the performance of this Agreement for a period of three (3) years after completion. CITY or any of its duly authorized representatives will, for the purpose of audit and examination, have access to and be permitted to inspect such records and other evidence of expenses and costs charged to CITY and/or incurred for work related to SERVICES. For purposes of audit, the date of completion of the Agreement will be the date of CITY’S payment for CONSULTANT’s final billing (so noted on invoice) under this Agreement.

11. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

12. INDEPENDENT CONTRACTOR. CONSULTANT, CONSULTANT’s subconsultants, employees, agents, and representatives, will act as independent contractors while performing the SERVICES and will have control of CONSULTANT’s work and the manner in which it is performed, except as is otherwise provided herein. CONSULTANT will be free to contract for other services performed during the term of this Agreement. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees.

13. ASSIGNMENT. An essential element of this Agreement is the skill and creativity of CONSULTANT. CONSULTANT may not, therefore, assign the creative portions of the work to a third party for the production of the work without CITY’s prior written consent. Failure to conform to this provision may result in termination of the Agreement.

14. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:
A. Exhibits A, A1: Scope of Work/Budget;

B. Exhibit B: Additional Terms and Conditions; and

C. CONSULTANT’s Proposal for Services.

15. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the Parties’ entire understanding. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are three (3) attachments to this Agreement. Except as otherwise provided, this Agreement will bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

16. **MODIFICATION.** No alteration, change or modification of the terms of the Agreement will be valid unless made in writing and signed by both Parties hereto and approved by appropriate action of CITY. The city manager may exercise this authority on behalf of CITY.

17. **FACSIMILE SIGNATURES FOR SUBSEQUENT AGREEMENTS.** The Parties agree that agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

18. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with CONSULTANT’s Taxpayer Identification Number.

19. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that CONSULTANT has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that CONSULTANT’s financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private parties, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

20. **WAIVER.** A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character. The payment or acceptance of fees for any period after a default will not be deemed a waiver of any right or acceptance of defective performance.

21. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
22. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

23. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

24. **INTERPRETATION; VENUE.** This Agreement and its performance will be governed, interpreted, construed and regulated by the laws of the State of California. Exclusive venue for any action involving this Agreement will be in Los Angeles County.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

Greg Carpenter,
City Manager

DIGITAL HEALTH DEPARTMENT, INC.

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: Karl H. Berger, Assistant City Attorney

Taxpayer ID No. ____________________
I. SCOPE OF SERVICES

A. Client retains DHDI to perform, and DHDI agrees to perform, the services set forth in the Implementation SOW and Maintenance SOW. The services to be performed under the Implementation SOW are referred to herein as the "Implementation Services." The services to be performed under the Maintenance SOW are referred to herein as the "Maintenance Services." The Implementation Services and the Maintenance Services are collectively referred to as "Services" in this Agreement. Client agrees to provide reasonable assistance to facilitate the performance of the Services. In the event of a conflict between the terms of the Agreement and the terms of any SOW, the terms in this Agreement prevail unless expressly provided to the contrary in the SOW.

B. DHDI must provide a site license for the Digital Health Department Environmental Health Data Management System (the "DHD System") for Client. In addition, DHDI will provide database and application server hardware, training of Client staff in the use of the DHD System, and other services specified in the Implementation SOW.

C. DHDI will work with Client to configure the system fields and to customize modules to reasonably accommodate Client's policies and data gathering practices. The final system will include each program and support the business requirements outlined in the Implementation SOW.

D. The scope, timing, pricing and other terms of any Services may be changed only by a fully executed and revised SOW that replaces an existing SOW or by a fully executed change order that amends an existing SOW. Notwithstanding the foregoing, to the extent a change is dictated by law, DHDI may implement such change immediately and provide reasonable notice to Client thereafter. DHDI has no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in writing.

E. Maintenance Services during the first Maintenance Renewal Term will be at the annual maintenance fee in effect at the end of the initial term plus an increase identified by DHDI, but not more than fifteen percent (15%), with such cost to escalate at up to five percent (5%) for each Renewal Term thereafter.

II. PAYMENT FOR SERVICES

A. In consideration of the Implementation Services, Client agrees to pay DHDI, and DHDI agrees to accept, the fees and expense reimbursement (the "Implementation Fees") in accordance with the fee schedule set forth in the Implementation SOW (the "Implementation Fee Schedule").

B. In consideration of the Maintenance Services, Client agrees to pay DHDI, and DHDI agrees to accept, the fees and expense reimbursement (the "Maintenance Fees") in accordance with the fee schedule set forth in the Implementation SOW (the "Maintenance Fee Schedule"). The Implementation Fee Schedule and the Maintenance Fee Schedule are collectively referred to herein as the "Fee Schedules".

C. As more particularly described on the Implementation Fee Schedule, the total anticipated Implementation Fees is $15,500.00. As more particularly described on the Maintenance Fee Schedule, the total anticipated Maintenance Fees during the initial term for Maintenance Services is $6,500.00. Accordingly, the total anticipated Implementation Fees and Maintenance Fees (during the initial term for Maintenance Services) is $22,000.00. Nothing in this Section III is intended by the parties to create a cap on the fees and expenses that would otherwise be due under an SOW.

D. DHDI will invoice Client monthly or at such other more frequent intervals as may be set forth in the applicable Fee Schedule and payment therefor shall be made in United States dollars within thirty (30) days of the invoice date. Any retainer, deposit or other billing to be paid by Client before DHDI performs any Services must be set forth on the applicable Fee Schedule.

E. Invoices submitted by DHDI must be accompanied with reasonably detailed supporting information and documentation.

F. To the extent that DHDI is delayed in performing Services as a result of Client's acts or omissions, DHDI reserves the right to invoice Client based on original timelines.
G. Any amount not paid when due bears a late payment charge, until paid, in an amount equal to 2% per month or, if lower, the maximum rate allowed by law. In the event Client fails to pay any invoiced amount within thirty (30) days after the date of the invoice, DHDI has the right to suspend the performance of any or all of the Services, and Client’s failure to pay is sufficient cause for immediate termination of this Agreement by DHDI.

H. All fees are exclusive of all taxes, duties, and assessments, all of which will be paid by Client. If Client is exempt from paying sales or use taxes, it must provide DHDI a tax-exempt certificate.

III. REGENERATION OF LOST OR DAMAGED DATA

A. With respect to any Client data that DHDI loses or damages, DHDI must, at its own expense, promptly replace or regenerate such data from Client’s machine-readable supporting material, or obtain, at DHDI’s own expense, a new machine-readable copy of the lost or damaged data from Client’s data sources.

IV. RIGHTS IN DATA AND WORKS

A. License

1. License. Subject to the terms and conditions of this Agreement, DHDI grants Client a limited, nontransferable, nonexclusive license to use the SOW Deliverables (as hereinafter defined).

2. Password Access. DHDI must issue authorized employees and agents of Client a user authorization device ("Password") which will permit access to and use of certain SOW Deliverables. Ownership of each Password remains with DHDI. DHDI may terminate any and all Passwords upon the expiration or earlier termination of this Agreement or in the event of an uncured breach by Client of this Agreement. DHDI may also immediately terminate a Password in the event that DHDI reasonably believes that such Password is being used other than in accordance with this Agreement. Client agrees that all Passwords remain confidential and can be used only by the employees or agents to whom they have been assigned. Client must notify DHDI immediately in the event Client has reason to believe that the confidentiality of any Password may have been compromised and take all action reasonably necessary to stop any unauthorized use of the Password or access to or use of the SOW Deliverable. To be considered an authorized user ("Authorized User"), an individual must have been assigned a Password and must be using the SOW Deliverable in accordance with this Agreement.

3. Additional Restrictions. In addition to the restrictions on use set forth in Section VI.A.2, Client agrees that it will not (a) use any SOW Deliverables to provide services under any name other than that of Client; (b) use any SOW Deliverables to process the data of third parties without DHDI’s prior written consent which consent may be withheld in DHDI’s sole discretion; (c) use any SOW Deliverables in the operation of a service bureau; (d) modify or change any SOW Deliverables; or (e) decompile, disassemble or otherwise reverse engineer any SOW Deliverables. Client further agrees that each SOW Deliverable is proprietary to DHDI. For those items marked as “confidential” by DHDI, Client agrees to take reasonable action to protect such SOW Deliverables in accordance with this section. Client, its agents and its employees will not use, disclose – except as required by law – or otherwise communicate any information with respect to the SOW Deliverable, including without limitation its functionality, which might enable the copying of all or any portion of the SOW Deliverable. Client agrees to take reasonable action to protect the confidentiality of all Passwords and SOW Deliverables.

B. Proprietary Rights

1. Exclusive of Client Content (as hereinafter defined), DHDI retains all right, title and interest (including copyright and other proprietary or intellectual property rights) in all work product produced by DHDI of any type whatsoever, whether tangible or intangible, which DHDI invents, creates, composes, authors, discovers or otherwise produces hereunder or under an SOW ("SOW Deliverables"), including, without limitation, all software (including, without limitation, software developed by DHDI using software owned by a third party), code (including, without limitation, HTML computer programming/formatting code, any files necessary to make image maps function, and any server code) and documentation (including, without limitation, tangible materials that related to the code, including materials useful for design such as logic manuals,
flow charts and principles of operation), and including without limitation all legally protectable elements, or derivative works thereto, whether or not paid for wholly or in part by Client, whether or not developed in conjunction with Client, and whether or not developed by DHDl, Client or any DHDl subcontractor or agent for DHDl or Client. The foregoing will not be considered works made for hire and DHDl will own all right, title and interest to each such SOW Deliverable.

2. Client Ownership. Client retains all right, title and interest (including copyright and other proprietary or intellectual property rights) in all computer programs, files, documentation, media, related material and any other material and content that is owned by Client and provided to DHDl (the "Client Content").

3. Proprietary Notices. DHDl may place copyright and/or proprietary notices, including hypertext links within SOW Deliverables. Client may not alter or remove such notices without DHDl's written permission.

4. Limitations. Client will not provide to DHDl any Client Content that may be defamatory, or that actually or potentially infringes or misappropriates the copyright, trademark, or proprietary or intellectual property right of any person.

5. Data. Within thirty (30) days after the expiration of this Agreement and payment in full by Client to DHDl of all sums due under this Agreement, DHDl will release to Client data contained in the DHD System to a third party format (e.g., Access, Excel, CSV).

V. ACCEPTANCE OF SOFTWARE

A. All SOW Deliverables provided by DHDl pursuant to this Agreement must function to meet the requirements set forth in the SOW. In connection therewith, DHDl must provide Client with a project plan, which includes testing of applications with step-by-step procedures that verify functionality and reliability of all software furnished and installed by DHDl pursuant to this Agreement.

B. The Client's Project Director must provide DHDl with a written acceptance letter upon satisfactory completion of the test period for each purchased application.

C. "Final Acceptance" is achieved when 1) all hardware, software and system components purchased under the terms of this Agreement and meeting the requirements of the finalized requirements approved and signed by Client have been successfully installed, tested and accepted by the Client; 2) all software modifications listed in the finalized requirements approved and signed by Client have been successfully completed, tested and accepted by the Client; 3) all user documentation is verified to be materially complete and current with the systems installed, provided to and approved by the Client; 4) all user and system training as described in the Implementation SOW has been completed to the reasonable satisfaction of the Client; 5) all testing plans have been executed and approved by the Client. Upon satisfaction of the foregoing, the Client will execute a written document acknowledging that Final Acceptance has been achieved.

VI. DISCLAIMERS AND LIMITATION OF LIABILITY

A. DHDl cannot and does not control the flow of information to or from DHDl's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet or portions thereof. DHDl cannot guarantee that such events will not occur. Accordingly, DHDl disclaims any and all liability resulting from or related to such events.

B. Client acknowledges that it is not possible to guarantee against data loss or damage. DHDl accepts responsibility for any data loss or damage that occurs as a direct result of DHDl's negligence or failure to comply with any security procedures, guidelines or technology currently recognized as industry standard (defined as deploying standard critical OS or database patches and software upgrades). In addition to all other security measures on the DHD System network, 12-bit SSL encryption will be used on any sensitive data, such as usernames and passwords, personal Client data or any information that would not fall under public record laws.
C. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, DHDI MAKES NO
REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER,
INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, ORIGINALITY,
FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE
USE OF, ANY SERVICE, SOFTWARE, OR OTHER MATERIALS PROVIDED UNDER ANY SOW.
DHDI DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF ANY SOFTWARE WILL
BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT IT IS A
SOPHISTICATED PARTY TO THIS AGREEMENT AND RECOGNIZES AND AGREES THAT THIS
PROVISION IS AN INTEGRAL PART OF DHDI'S PRICING AND AN IMPORTANT FACTOR IN ITS
WILLINGNESS TO PERFORM SERVICES HEREUNDER.

D. DHDI SHALL NOT BE LIABLE TO CLIENT FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL,
SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR
UNFORESEEABLE, INCLUDING WITHOUT LIMITATION LOST REVENUES, LOST PROFITS, LOSS
OF SAVINGS, LOSS OF GOODWILL, LOSS OR TIME, LOSS OF BUSINESS, OR LOSS OF DATA
ARISING OUT OF USE OF THE SERVICES OR THE SYSTEM (INCLUDING, WITHOUT LIMITATION,
AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT)
EVEN IF NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING,
REGARDLESS IF SUCH DAMAGES ARE BASED IN CONTRACT, TORT, WARRANTY,
NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. UNDER NO
CIRCUMSTANCES SHALL DHDI'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER,
WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR
OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO DHDI UNDER THE
SOW FROM WHICH THE CLAIM ARISES. CLIENT ACKNOWLEDGES THAT THE FEES PAID BY IT
REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT DHDI
WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

VII. AUDIT

A. DHDI shall, upon request and expense of the Client, provide Client such documentation, records,
information and data and response to such inquiries and shall fully cooperate with internal and/or
independent auditors designated by Client and permit such auditors to have access to, examine and
copy all records, documents, reports and financial statements to assure or monitor payments to DHDI
under this Agreement. Client's right of inspection and audit pursuant to this Agreement shall remain in
full force and effect for a period of three (3) years after the close of DHDI's fiscal year in which any
funds or payment was received from Client under this Agreement.
Exhibit A1
Implementation Statement of Work
1. Implementation Statement of Work

Changes to this Statement of Work will be processed in accordance with the procedure described in Section X.2: Project Change Control Procedures.

A. Project Scope

The Client and DHDI will use a number of specific dimensions to detail the scope of the implementation project so that the project boundaries, staffing estimates, and schedule are maintained.

This project will be completed in two phases. The first phase of the project will consist of all Client administrative business modules and databases to support all office functions for all Environmental Health Programs. The second phase of the project will be implementing the field components associated with these programs. These components will be designed and implemented after Phase 1 modules are live.

1. CUPA Platform System

The CUPA Platform System provides core CUPA modules that comply with California State regulations and can operate without additional modules, features, customizations, or configurations. Each module includes standard logic that adds to the advanced functionality of the system and remains unchanged throughout the configuration process. The CUPA Platform System will be AB 2286 compliant for data collection, retention, and reporting as required by the statute, and in conformance with the current and subsequent amendments to the Data Dictionary and Unified Program Consolidated Forms found in Title 27, Division 3, Subdivision 1, Chapters 5 and 6 of the California Code of Regulations.

2. Configurations

Clients are able to configure the fields in the individual CUPA Platform modules to collect local information. The additional fields can be of any type and length, and can include specific auto-formatting: phone numbers (xxx-xxx-xxxx) and social security numbers (xxx-xx-xxx), for example. Each field will be fully integrated into the CUPA Platform System, including the Reporting and Analysis module. These configurations will consist of field changes only and do not include the addition of logic or functionality to the CUPA Platform System. Any enhancements required by Client that affect the core logic and/or functionality of the CUPA Platform System will be quoted on a case-by-case basis at the standard hourly rate.

3. Data Import

DHDI will import into the CUPA system data from any industry-standard source - e.g. text file, CSV, MS Excel, Access, SQL. DHDI will collect a sample or subset of the Client's data near the end of the development phase. Using the Entity Relationship Diagram (ERD) and data map created by DHDI with the assistance of Client as necessary, DHDI will create the conversion scripts to import that set of data into the Client System for testing purposes. Once the Client System is in the testing phase and the data set is uploaded into the Staging environment, Client can test the system and the data at one time. DHDI will convert all existing Client data available in an industry-standard format - e.g. MS Access, MS Excel, CSV, DBF, Microsoft SQL Server, etc. - into a new relational database with unique fields, maintaining all existing relationships and creating new relationships when necessary.

At the end of the testing phase, the Client will accept the Client System and Client Data. DHDI project team will work with Client and Client's IT staff to determine the best date to supply the final data set for the live Client System.

DHDI will allow Client access to a secure FTP site so that Client can upload the data immediately. DHDI will run the conversion scripts that were approved during the testing process and migrate all Client System code and data to the production servers. DHDI recommends that the Client retain access to their existing system for reference. Once the conversion scripts are completed and the data set is approved by Client, any changes in the data format or delivery method that are initiated by the Client will delay the conversion process and result in a delay in delivering the final data conversion. No changes in the data format or delivery method should be made after the conversion scripts are completed and approved by Client unless agreed to in writing by both parties. After the import is finalized and approved by the client, the final data set must match the format and layout of the sample data set exactly, or additional charges will occur.

a) Extract Programs

For the Client legacy data stored in MS Access, MS Excel, SQL Database, or CSV list, the Client can copy the entire database/document to the secure FTP site provided by DHDI. In these cases, the Client will not have to create extract programs.
For all other applications, including those maintained by third parties, the Client is responsible for converting the data into a format approved by DHDl as well as providing data maps and dictionaries for that data. These converted data files and documentation will be uploaded to the FTP site provided by DHDl.

b) Import Programs
DHDl will be responsible for importing the data into the Client System, including writing the scripts to import the data, compile it, scrub it, and validate it based on the Client’s instructions. DHDl will use a combination of pre-written scripts and custom scripts that will read the data file, import the data, and create and/or update the appropriate Client System fields. DHDl will create reports of exceptions and exclusions after the data has been imported into the Client System; the Client will be responsible for reviewing the list of exceptions and exclusions and updating the Client System appropriately.

c) Reconciliation Process
The data will be imported into the Client Testing environment after the core system is created, and the DHDl project team will review it. Once the data passes this initial inspection, DHDl will inform the Client that it is ready for review. The Client will be responsible for validating that the data has been correctly imported. Any discrepancies will be reported to the DHDl project manager, who will work with the DHDl project team to correct any issues and update the data in the Testing environment.

d) Data Mapping
DHDl will provide the Client with a list of fields in the Client System and will assist the Client with matching those fields with the corresponding tables and fields in the legacy client systems. DHDl will review the data mapping with the Client and work to resolve any outstanding fields. DHDl’s project manager will assist the Client with the data mapping process, offering guidance and advice as needed.

e) Data Cleansing
DHDl’s project team will review with the Client any fields the Client knows are incorrect, inaccurate, formatted incorrectly, etc. (“dirty”) and document what actions are required to make those fields correct and/or standard (“clean”). DHDl has standard scripts used to scrub address and phone number data before it is imported in the Client System and will create custom scripts as needed to assist in other areas. DHDl will run these scripts on all the data that is imported in the Client System.

Lastly, DHDl will import the Client Data into the Staging environment and will require that the Client thoroughly review all data to ensure that fields have populated correctly and that the data has been cleaned satisfactorily. If there are changes required, DHDl and the Client will work together to decide what data can be scrubbed before the final import and what will be the Client’s responsibility to change after the data has been imported into the live Client System.

f) Valuations
DHDl will work with the Client to define specific and custom data validation rules. For example, if the Client’s parcel numbers should all be entered in the format xxxx-xx-xxxx, DHDl will extract a list of numbers that were entered incorrectly and, if the correct number of digits is represented, auto-format the field when they import the data. DHDl’s in-house tools include a zip code validation process, which cross-references the zip code, Client, and city information and generates a report of anomalies. This report will be sent to the Client for manual updating because DHDl will not know which element of the address is correct.

DHDl will also work with the Client to develop any custom validation scripts are identified during the design phase of the project. These scripts will automatically change the fields as part of the conversion process so that the Client will not have to clean the data in their old systems. Once the system is live, many of these validations will be built into the system by requiring the end-users to select from pre-determined drop down menus.

4. Field Client
DHDl will provide an offline version of the CUPA system for use by inspectors in the field. The Field Client will include the portions of the system necessary for inspectors to carry out their field functions, including access to permits and historical inspection records. The Field Client will include the CUPA Platform System modules and will be delivered after the CUPA Platform System is live in the production environment.
5. **Financial Module**
The Financial Module tracks fees and payments for system-related permits, facilities, inspections, and other record types stored within the system. The Financial Module will include functionality that will allow credit card and electronic check payments to be processed through the public portal and recorded in the system.

6. **Communications Module**
The Communications Module allows Client to process blast communications to contacts tracked in the CUPA system, including emails and faxes. The annual maintenance fee includes an unlimited number of emails sent from the Communications module and up to 250 faxed pages in a calendar month. Each additional page after 250 will incur a $0.15 per page charge, which will be invoiced on a quarterly basis.

7. **Inspector Scheduling**
The Inspector Scheduling module is able to schedule new, routine, and complaint-driven inspections by address and geographically assigned areas and to log unscheduled inspections. This module allows users to quickly determine the inspection status of a facility or a permit or to prompt a follow-up inspection.

8. **Time and Activity Tracking**
The Time and Activity Tracking module allows users to enter staff time by program element or specific project. All activities initiated from the system – inspections, reviews, complaints, etc. – are automatically logged and tracked.

9. **Printable Forms**
   a) **Standard Forms**
   The Client System includes standard forms that can be printed directly from the system. Each form is updated to include the Client’s logo and contact information if necessary.
   
   (1) CUPA Permit Form
   (2) HazMat Business Plan
   (3) HazWaste Generator Inspection Report
   (4) HazWaste Generator Notification Form
   (5) HazWaste Generator Business Submittal Form
   (6) Accidental Release Prevention Form
   (7) Aboveground Storage Tank Inspection Report
   (8) Aboveground Storage Tank Certificate of Compliance
   (9) Underground Storage Tank Inspection Report
   (10) Underground Storage Tank Operating Permit
   (11) Invoice/Receipt

   b) **Custom Printable Forms**
   Clients are able to add up to five (5) custom printable forms for any program included in the CUPA Platform System and/or any custom modules added to the system.

10. **Reporting and Analysis**
The Client System includes the Reporting and Analysis module, which contains the standard and custom reports described below. The reports return system data in real time, and require no additional software installation. No report generation requires Authorized Users to have special knowledge of database design. Authorized Users will be able to run the following reports in the Client System without further specialized training.

   Reports are dynamically generated within the system, and can be exported to any common format, e.g. HTML, XML, Microsoft Word, Microsoft Excel, and CSV. Client will also have access to the standard reports that are part of the Platform System.

   a) **Standard Reports**
   
   (1) Cash Drawer Report returns a list of payments entered by date.
   (2) Invoicing Aging Report returns all fees and related invoices that are unpaid as of the time the report is generated. Invoices are grouped into aging categories: 30-60 days past due, 61-90 days past due, etc.
   (3) Cash Flow Report allows users to search all payments received by date range, fee category, fee type, and/or payment method.
   (4) Common Violation Report returns a list of the most common inspection violations cited, by date range.
(5) Inspection Compliance Report returns a list of establishments that have not had the appropriate number of inspections in a specific time frame.

(6) Employee Productivity Report lists all tasks performed through the system (i.e. inspections, plan review check lists, complaint investigations) as well as all tasks entered manually into the system (i.e. training dates, phone calls, meetings) by employee for a specific date range.

(7) All reports required by California CUPA regulations.

b) Custom Reports

Clients are able to add up to ten (10) custom reports based on the data captured in the CUPA System through platform or custom modules. These reports will be defined, developed, and implemented after the CUPA Platform System is live in the production environment.

11. Hazardous Materials Business Plans (HMBP)
The HMBP program tracks business plans submitted by companies. Companies will submit information through the public portal or will be synchronized with the CUPA system from the CERS system. The Client will review information for accuracy and completeness and verify submissions before the information is written to the database. Refer to Exhibit A for module details.

   a) Business Activities
   b) Business Owner/Operator Identification
   c) Chemical Inventory (HazMat Inventory Statement and HazWaste Inventory Statement)
   d) Emergency Response/Contingency Plan
   e) Employee Training Plan
   f) Record Keeping
   g) Aboveground Separation, Containment, and Monitoring Plan
   h) Facility Site Plan/Storage Map

12. Hazardous Waste Generators (HWG)
The Hazardous Waste Generator module tracks information about waste and recycling activities, including detailed inspection information. Refer to Exhibit B for module details.

13. Tiered Permits

Tiered Permits are a sub-type of the HWG program and refers to facilities that not only generate hazardous waste, but also treat it on-site. Refer to Exhibit C for module details.

   a) Permit by Rule
   b) Conditional Authorization
   c) Conditional Exemption

14. Underground Storage Tanks

The Underground Storage Tank module tracks underground storage tank facility and permit information. This data will be submitted directly by the company through the public portal, reviewed by Client, and then auto-populated into the CUPA Platform System database. Refer to Exhibit D for module details.

   a) Underground Storage Tanks
   b) Underground Storage Tank Contracts
   c) Underground Storage Tank Certification of Installation
   d) Underground Storage Tank Monitoring Plan

15. Aboveground Storage Tanks

The Aboveground Storage Tank module tracks general information about the Aboveground Storage Tank facilities. Refer to Exhibit E for module details.

   a) Aboveground Storage Tanks
   b) Aboveground Storage Tank Contacts

16. Accidental Release Prevention
The purpose of the CalARP Program is to prevent accidental releases of substances that can cause serious harm to the public and the environment, to minimize the damage if releases do occur, and to satisfy community right-to-know laws. This is accomplished by requiring businesses that handle more than a threshold quantity of a regulated substance to develop a Risk Management Plan, which is a detailed engineering analysis of the potential accidental factors present at a business and that mitigation measures that can be implemented to reduce this accident potential.

The CalARP module tracks basic facility information and dates of key milestones. Refer to Exhibit F for module details.

a) Safety Information  
b) Hazard Review  
c) Operating Procedures  
d) Training Requirements  
e) Maintenance Requirements  
f) Compliance Audits  
g) Incident Investigation Procedures

17. Fire Code  
The Fire Code module will track information on specific business and their compliance with the California Fire Codes. Refer to Exhibit G for module details.

a) Fire Information Sheet  
b) Fire Inspection Report

B. Interfaces

1. The Client System will be capable of interfacing with standard Microsoft Office products, i.e. MS Word and MS Excel. Each report generated from the system can be exported into any of these and other formats, included CSV (Comma Separated Values), PDF, and HTML. The system's ability to export data into CSV allows the Client to upload data into virtually any other software program that supports data imports. DHDII can format the system output according to the Client's specifications. These custom formats will require development time and will be quoted on a case-by-case basis.

2. The Client System will be capable of interfacing with outside databases automatically or through manual initiation of a process. The interfaces included in the system price are:

a) Financial  
b) Regulated Business Community  
c) State CERS Program and Portal

C. Enhancements  
Enhancements refer to special requirements that will be developed by DHDII. All system work not described in this SOW, including but not limited to system changes outside the original system specifications, the addition of logic or functionality outside the original system specifications, printable form and report updates, data requests, on-site customer training, and data conversions, will be charged at a flat rate of $125 per hour, not including travel costs or other expenses. Any work over and above the not-to-exceed contract amount will be presented to Client on a case-by-case basis. No work resulting in additional charges over and above the not-to-exceed contract amount will begin until an amendment or both Client and DHDII sign a modification to the existing contract.

II. Training

A. Approach  
The standard training procedures include step-by-step details that enable employees to perform their activities. DHDII's training staff will provide training agendas and materials to the Client System Administrators prior to training, and will conduct all initial training through on-line web conferencing. User training occurs before the system is implemented in the Production environment and takes place at the Client's site. Training lasts no more than three (3) days, depending on the number of users involved. It is the Client's responsibility to provide space for training that includes a computer with Internet access for each user.

DHDII uses train-the-trainer methods, breaking up users by program area and access permissions. Supervisors will be cross-trained on many areas of the system, and the system administrators, or super-users, will be trained on all areas of the system including setting up users and permissions and other administrative functions.

B. Courses and Training Schedule
DHDII will conduct separate training classes for each level of user based on job description: inspectors, data entry, financial, administrative, etc. Additionally, DHDII will hold a class for managers and supervisors, who will have access to more tools than the average user.

DHDII will also have a course for Client System Administrators which will explain how to set up new users, how to set permissions, how to enter data into Client Issue Tracker, and how to operate other tools that are only accessible to Client System Administrators. The Client System Administrators do not need any special technical training; the Client System Administrator tools are just as user-friendly as the rest of the System.

The actual number of training courses will depend on the number of Client staff involved. Class sizes are determined based on the number of staff and access to computer equipment. The Client is responsible for providing telephone access and an Internet connection. Each Client staff member being trained should have access to a telephone and a computer during training. These computers can be desktops, laptops, or tablet computers, but all must have Internet and telephone access. DHDII does not recommend more than 2 users to each machine during training classes.

The DHDII project team will work with the Client to determine the best dates and times to conduct training. Training usually lasts no more than two (2) days total, with each category of user in active training for approximately two (2) hours total. Each class generally lasts between one and two hours.

Specific training agendas, dates, and times will be determined by the DHDII project team and the Client as the Client System approaches the go-live date.

C. Documentation
DHDII will customize the training documentation to conform to the Client System. Help documentation is a standard system feature and includes printed user guides, quick reference guides, and online versions of all printed documentation. These documents are created after final system acceptance to ensure the accuracy of the documentation. As changes and enhancements are made to the system, the electronic and hard copy documentation will be updated as necessary. System help documentation also includes a full manual, broken down by module.

D. The training documents will also be available for Authorized users to review, download, and print from the Client Production System. The training manual will cover all aspects of the system and is available to all Authorized Users.

III. System Landscape
The system landscape begins with the developer's local version of the system, which is saved on the developer's hard drive and is where they work to develop the Client System and features. This environment is known as the Local Server, or "Local Development."

Once the development team has completed a set or section of code, the code is sent to DHDII's Development Server, where DHDII's Internal QA and Testing team reviews the Client System for obvious functionality bugs, logic, and screen flow, based on the System Documentation that was approved by the Client.

After DHDII's QA and Testing team approves that portion of the system, DHDII migrates the code and/or data to their Staging or Testing environment, known as "Staging." The Staging Server is a working copy of the final Production system that allows the Client to review and approve all aspects of the Client System, including data, before the system goes live. The DHDII project team will review with the Client the features and functionality, and provide a UAT plan for Client to follow. The Client will test the system to ensure that functionality and data matches the approved System Documentation and the UAT plan.

After the Client signs the Final Approval of the system elements and/or data, DHDII will implement the information on the live Client System site, or "Production." This is the Client's live environment and the system that will be used in real time. Once the entire system and all data are operating on the Production server, the Client will sign a final system approval accepting the Production version of the Client System. The Staging environment remains available to the Client through the life of the contract. If additions or major changes to the system are added to the scope of this contract, DHDII and Client will follow these procedures to design, develop, review, and accept those changes. The Client will review on Staging server, and after Final Acceptance, DHDII will implement the changes on Production.

IV. Key Assumptions
This SOW and DHDII's estimates to perform this SOW are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure.

A. Logistics
1. Both parties assume a project start date of DATE.
2. Services provided under this Statement of Work will be performed at DHDI offices in Charlotte, NC. No services will be provided at the Client's site unless otherwise specified in this SOW.
3. Requests for on-site visits to the Client's location will be evaluated on a case-by-case basis and will be subject to monetary charges over and above those detailed in this Agreement.
4. DHDI will provide the Services under this SOW during normal business hours, 8:00 AM to 6:00 PM EST Monday through Friday, except national holidays. If necessary, the Client agrees to provide DHDI after-hours access to the Client staff as becomes necessary for the purpose of meeting projected milestone dates.
5. Client employees are expected to execute the tasks and activities identified in this SOW based on the project timeline.
6. This Statement of Work is a contract between the Client and DHDI. Any conflicts will be resolved per the Escalation Procedures outlined in Section X.c

B. Resources
1. DHDI and the Client will provide at a minimum the staff resources as shown in Section IX.b.
2. Any contractors or consultants whose services are acquired directly through DHDI or the Client in connection to this project will perform their assigned tasks in a timely manner. All Client contractors and consultants will be bound by the terms of this Agreement.
3. The Client and DHDI will attempt to provide continuity of its core project team skills throughout the implementation project.

C. General
1. The Client and DHDI understand that the timely completion of schedules and the meeting of all deadlines set forth in this SOW are important to the successful completion of this project. DHDI and the Client agree to carry out their tasks and responsibilities in accordance with the mutually accepted detail project work plan. Any schedule deviations have the potential to impact the resources, price, and timeline of this SOW.
2. DHDI reserves the right to invoice the Client based on original projected payment milestone dates if the Client requests schedule changes that delay significant milestones.
V. Methodology and Responsibilities
To implement the functional scope in this Statement of Work, DHDI and the Client will work under a defined plan. The project will consist of a phased plan.

A. Phase 1: Design

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>DHDI</th>
<th></th>
<th>Client</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Kick-off meeting</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Conduct initial design meeting</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Phase 1:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flow Charts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Screens</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tables</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generated Reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review design documentation for Phase 1</td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Design Phase 2:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reports/Queries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UAT Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Conversion Map</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create data mapping template</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Create conversion plan</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Create security plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review design documents for Phase 2</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Return all changes to documents to DHDI</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Develop final design of flow charts, screens, tables, generated reports, reports, narratives, test plans, and data conversion maps</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Review final design of system</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Update design documents with final changes</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Review and sign off on deliverables</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

B. Phase 2: Development

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>DHDI</th>
<th></th>
<th>Client</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop system according to approved design</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Run data cleansing scripts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform data cleansing</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Create sample data conversion for testing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create the extract programs</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Create the import programs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create interfaces programs</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Setup or build security</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Create reports/forms</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

C. Phase 3: Test

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>DHDI</th>
<th></th>
<th>Client</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Create Test Plan</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Demo system</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Grant access to development system for testing</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Test the application and report defects</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fix the defects</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Test conversion programs</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Test interfaces</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Test security</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Test reports/forms</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Sign off on deliverables</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

D. Phase 4: Training
<table>
<thead>
<tr>
<th>Activity Description</th>
<th>DHI</th>
<th>Client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lead</td>
<td>Assist</td>
</tr>
<tr>
<td>Create training plan</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide access to training system</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Create training materials</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Conduce end-user training</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Sign off on deliverables</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### E. Phase 6: Go-Live

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>DHI</th>
<th>Client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lead</td>
<td>Assist</td>
</tr>
<tr>
<td>Create transition plan</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Execute system tests</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Run data extract programs</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Deliver final data to DHI</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Run import programs to load data</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Run validation programs</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Conduct final data reconciliation</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Sign off on system</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### F. Phase 6: Field Client

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>DHI</th>
<th>Client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lead</td>
<td>Assist</td>
</tr>
<tr>
<td>Confirm applications for field client</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Develop field client</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Install field client</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Test Field Client</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Correct issues as identified by Client</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Deliver final field client</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Conduct final field client testing</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Sign off on field client</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### VI. Completion Criteria

A. Throughout the project and after each deliverable to the Client, DHI will provide approval and signoff documentation for Client review and signature. These signoff documents will constitute formal acceptance of the deliverable and approval for the corresponding payment milestone to be invoiced. No further production or project work will be performed or delivered until the Client signs the approval documentation.

B. DHI will have fulfilled its obligations under this Statement of Work when any one of the following first occurs:

1. DHI accomplishes the activities as described in Section II.a: Project Scope.
2. Client or DHI terminates this Project in accordance with the provisions of the contract between the Client and DHI.

### VII. Implementation Schedule

A. Implementation Timeline and Project Plan

The Project Plan may be updated as priorities and deliverable dates change throughout the project phases. Any change to the Project Timeline will be sent to the Client for authorization and signature. The most recent approved Project Plan supersedes all previous editions, regardless of approval status, and is considered a de facto amendment to this SOW.

DHI and Client recognize that the Client may require some project delays due to resources, community health outbreaks, etc. The Contractor agrees to honor these delays as they occur, as long as both parties agree on and provide approval signatures for the updated timeline.

Each instance of delay requested or caused directly by the Client, up to and including the seven (7) working days of a single instance of delay, will be added to the remaining contract timeline on a day-for-day basis; e.g. a three (3)
working day Client delay will move the remaining timeline milestone dates ahead up to three (3) working days.

For each single instance of delay caused by the City that extends past seven (7) working days, Contractor reserves the right to extend the remaining contract timeline up to two (2) working days for each one (1) working day of delay; e.g. a fifteen (15) working day Client delay may move the remaining timeline milestone dates ahead up to thirty (30) working days.

For purposes of this Section, “working day” refers to any regular business weekday, excluding federal holidays; “the Work” means DHD1’s obligations set forth in this SOW.

VIII. Resources
Client and DHD1 will jointly staff the DHD1 Implementation project. All staff assigned to the project will be assigned tasks in the Project Work Plan.

A. Client Resources

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
<th>Time Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Sponsor</td>
<td>The Client Health Department will provide a project sponsor for the duration of the project. The project sponsor will participate in the regularly scheduled project status meetings, when necessary. S/he will set priorities, approve scope and have final budget authority. The Project Sponsor should periodically review project progress and provide feedback on the performance of the team. When conflicts impede the completion of these responsibilities, the sponsor is responsible for negotiating a solution.</td>
<td>Approximately 3 – 5 hours per week over the design and development period of the project, depending on sponsor’s involvement. This includes sitting in on the 45 minute – 1 hour status calls each week.</td>
</tr>
</tbody>
</table>
| Project Manager | The Project Manager will have primary ownership of the operational aspects of the project and will provide day-to-day direction to the project team. The Project Manager’s responsibilities include:  
  • Manage the Client personnel and responsibilities for this project.  
  • Serve as the single point of contact between DHD1 and all Client departments participating in the project.  
  • Administer the Project Change Control Procedure with the DHD1 Project Manager.  
  • Participate in project status meetings.  
  • Resolve deviations from the estimated schedule, which may be caused by the Client.  
  • Help resolve project issues and escalate issues within the Client's organization, as necessary.  
  • Review with the DHD1 Project Manager any Client invoice or billing requirements.  
  • In general the Project Manager is responsible for the communication and integration between the individual teams both internal and external to the project. The Project Manager is, in many cases, also the Project Sponsor. | 1 hour each week for status calls (if necessary)  
  • 3 hours per program for design preparation*  
  • 10 hours per program for design review, spread out over 8 – 16 weeks*  
  • 1 week to run testing scripts  
  • 3 days for training* |
| IS Support      | Responsible for working with DHD1 on all data-related issues, including providing initial and final data sets for conversion into the CUPA System.                                                                 | 10 – 20 hours total                                                                                    |
| Subject Matter Experts (SMEs) | Provide information to DHD1 about the Client's business processes, forms, business rules, etc. for custom module builds. Also review and comment on the programs, tools, and requested features as they are completed. For conversion, SMEs will be responsible for mapping the data from the old systems to the new system, “cleaning” the old data, and validating that the data has been converted accurately. | 1 hour each week for status calls  
  • 3 hours per program for design preparation*  
  • 10 hours per program for design review, spread out over 8 – 16 weeks*  
  • 1 week to run testing scripts  
  • 3 days for training* |

B. DHD1 Resources

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Role</td>
<td>Responsibilities</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Project Manager | The DHUD Project Manager will function as the Project Team Leader during the duration of the project. The DHUD Project Manager will work with the Client Project Manager to manage the Client resources assigned to the project, or as defined in the project schedule. The project schedule and other parameters established by the Project Sponsor shall serve as the governing document for the DHUD Project Manager. These responsibilities will include but not limited to:  
- Review the SOW and the responsibilities of both parties with the Client Project Manager;  
- Maintain communication with Client staff through the Client Project Manager;  
- Establish documentation and procedural standards for the development of the project;  
- Prepare a detailed Project Work Plan for performance of this SOW which defines the detailed tasks and schedule responsibilities;  
- Measure and evaluate progress against the Project Work Plan;  
- Resolve deviations from the Project Work Plan;  
- Maintain an Action Register for action items;  
- Conduct regularly scheduled project status meetings;  
- Review and administer the Project Change Control Procedure with the Client Project Manager;  
- Coordinate and manage the activities of DHUD's project personnel.  
- Create design documents.  
- Assist the Client with data conversions.  
- Create and maintain a document distribution list. |
| Developers    | The DHUD Project Manager will coordinate the DHUD developers. Developers will be assigned specific tasks to include but not limited to:  
- Create and test technical programs.  
- Create technical documentation. |
| Trainers      | The DHUD Project Manager will coordinate the DHUD trainers. Trainers will be assigned specific tasks to include but not limited to:  
- Create training plan  
- Create training documentation  
- Coordinate the "Train-the-Trainer" program  
- Coordinate the delivery of the training. |

* These duties and time allotments are shared between the Client Project Manager and the SMEs.

IX. Project Procedures

A. Project Change Control Procedures

The following is a detailed process to follow if a change to this Statement of Work (SOW) is required.

1. A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
2. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party. The submitting party will indicate whether the change constitutes minor or major change as defined in this document.
3. Both the DHUD Program Manager and the Client Project Manager will review the proposed change and approve it or reject it.
4. A written Change Order must be signed by both parties to authorize implementation of the change.
5. DHUD will evaluate each Change Order on a case-by-case basis to determine if it is included in the current SOW or if it requires additional functionality or enhancements not represented under the agreement. Client may be responsible for additional charges for some Change Orders. Client will be informed in writing if any additional costs will be incurred as a result of a Client Change Order request, and until the Agreement and SOW are modified no design or development work will begin on the Change Order request.
6. DHUD reserves the right to adjust the Project Timeline in order to incorporate Client requested Change Orders. Additional time or monetary charges will occur if the Change Order is requested during the development period of the project process. Client will be notified in writing before such charges are applied to the Agreement and/or SOW.
7. DHUD reserves the right to delay design and/or implementation of the Change Orders until all outstanding payment milestones have been paid in full. Additionally, DHUD reserves the right to delay the start of any Change Order work until after the original system, as described in this Statement of Work, has been approved, accepted, and is live on production servers.

B. Approval and Acceptance Procedure

Each deliverable document, as defined in Section VII.a: Completion Criteria will be approved in accordance with the
following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager’s responsibility to make and distribute additional copies to the other reviewers.
2. Within five (5) working days the Client Project Manager will either approve the deliverable or provide the DHD1 Project Manager a written explanation of deficiencies.
3. The DHD1 Project Manager will resubmit, in electronic form, the updated final version to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.
4. Reasonable delays in this approval process will be considered and allowed if agreed by the DHD1 and the Client Project Manager. Reasonable delay is defined as a delay that will not affect a payment deliverable more than seven (7) business days.

C. Escalation Procedure

1. When a conflict arises between Client and DHD1, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SCW.
2. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and DHD1 Project Manager will meet to resolve the issue.
3. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the DHD1 Project Executive and Project Manager to resolve the issue.
4. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.
5. During any conflict resolution, DHD1 agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

D. Charges

DHD1 will provide Client the services for all Design, Development, and Implementation Phases as set forth in this Statement of Work for a not-to-exceed price of $15,500.00. DHD1 will bill Client for the following:

1. Design, Development, and Implementation

   a) Milestone 1: $7,750.00 due on execution of Agreement
   b) Milestone 2: $1,000.00 due on delivery of system documentation
   c) Milestone 3: $1,000.00 due on delivery of system for functional testing (no reports, printable forms, public website, or field client)
   d) Milestone 4: $1,000.00 due on delivery of data conversion for client testing
   e) Milestone 5: $1,000.00 due on delivery of reports for client testing
   f) Milestone 6: $1,000.00 due on delivery of printable forms for client testing
   g) Milestone 7: $2,750.00 due on web system go-live
Exhibit B
Maintenance and Hosting Statement of Work
I. Introduction

As more particularly described in the Agreement, the CUPA System Maintenance includes a non-transferrable, limited, nonexclusive user license for all Client staff. This license includes:

- The use of the Client Production System in the offices,
- The use of the offline version of the System ("Field Client"),
- Software support, i.e. correction of System-generated errors and identified bugs in the approved and implemented System functionality, and work stoppage issues created by these errors,
- Hosting of Client data and complete System application,
- Technical support to Client staff handled through Client and DHDl Maintenance Support team for modules on the current production System.

II. Software Support

A. Software Version Releases

1. Although there are no formal software version releases, the CUPA system is periodically updated to include system-wide improvements and features. As these updates are completed, they are implemented to the live system at no additional charge to the Client.

2. DHDl will notify the Client of any software modifications and revisions. The notification must include, without limitation, a statement describing the effect of including the software change on the system, application programs, data files, workstation functions and services, and personnel training recommendations.

B. Client Issue Tracker

1. The System includes the Client Issue Tracker module. The Client System Administrators (CSAs) are able to enter issues, open tickets, and enter requests. CSAs can also monitor the progress of the ticket as it moves through the system and are alerted when the issue is resolved. Each issue is assigned a priority level and a status, so pending issues can be addressed in order from highest priority to lowest as defined by Client and specified to DHDl staff.

C. Bug/Error/Bug Fixes

1. Bugs, errors, and breaks are defects in the product, that is, a deviation between the functionality of the product and its actual performance. A bug fix is required to change the code to repair the bug. Bug fixes could be associated with a single line of code or large portions of code thus requiring more development time.

2. Critical Bugs are defined as problems that create a Client work stoppage, problems that affect the Client's ability to use the System as it was designed, problems that prevent the Client from doing business, or problems that prevent the Client from submitting data to the System.

   a) If the Client reports an issue as a Critical Bug, DHDl staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, DHDl staff will update the issue status, assign it to a Work Order, and notify the Client.

3. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only DHDl staff is able to Escalate Issues. The types of issues that can be elevated to an Escalated Issues status are:
a) Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,

b) Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as state-mandated changes regarding permit renewals, licensing, or billing. Additional changes may apply to escalated change requests that fall outside the original Scope of Work.

4. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When Critical Bugs and Escalated Issues are reported, they are verified by DHDI, acknowledged, and typically resolved within twenty-four (24) hours. If a Critical Bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.

5. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by DHDI staff and approved by the Client. Work Orders may contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 calendar days to review, test, and accept the Work Order by Client signature, or reject the changes in writing, with detailed documentation of the reasons for rejection. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is sixty (60) to ninety (90) business days.

    a) Once a Work Order is pushed to the production system and verified by Client, the Client will sign a completion form, indicating acceptance of all the issues within the Work Order. No additional Work Orders will be moved into development until the completion form is signed.

D. State-Mandated Changes

1. During the course of this contract, the federal, state, or county laws, ordinances, policies, or procedures may be changed or updated, and require the addition of fields to system screens and/or format changes to printable forms, or a change in the format in which the data is collected or output on a standard form directly relating to a module included in the Client Production System. DHDI will accommodate up to one (1) form change and ten (10) field changes per module annually. Further changes will be quoted on a case-by-case basis at the standard rate of $125 per hour.

2. In the event that major functionality or report changes are required as the result as a law or ordinance change, the upgrade may require additional funding and will be quoted on a case-by-case basis at the standard rate of $125 per hour.

E. System Enhancements

1. System Enhancements are defined as change requests and feature requests, which affect System appearance and/or functionality not included in the existing System functionality or that fall outside the system Scope of Work and/or approved system documentation.

2. The DHDI Project Team on a case-by-case basis evaluates change requests. Each change request will be reviewed against the original System scope of work and approved specifications, and will be quoted to the Client at the standard per-hour development rate.
3. Feature requests are evaluated by the DHDI Project Team on a case-by-case basis. Each request will be reviewed against the original scope of work and approved system specifications, and will be quoted to the Client at the standard per-hour development rate.

4. All changes and enhancements to the system will be quoted to the client on a case-by-case basis. No billable work will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

5. Changes and features are first implemented and tested on DHDI’s Development server. After the change is approved internally, it is pushed to the Testing server. This server is the Client’s testing environment, which is an exact replica of the production system. This testing environment is standard in the system, and there is no extra fee for this feature. Once the enhancements have been fully tested and approved by the Client, they are pushed to the production system where they are immediately available to all users. There is no downtime for any user, and no extra software installations are necessary.

6. Change and feature requests will be addressed in ninety (90) to one hundred, twenty (120) working days, depending on type of request, complexity, and current development schedule.

F. Priorities

The Priority field helps define an issue's importance to the Client and is used to determine delivery dates. The options are: Very High, High, Medium, Low, and Very Low.

1. The “Very High” status is reserved for Work Stoppage bugs only. The status of a Work Stoppage is strictly reserved for bugs that are preventing use of the system. Work Stoppage Bugs are corrected within 24 hours unless otherwise notified by the DHDI Maintenance Team.

2. In the event of a major issue that impacts production, procedures are in place to allow immediate attention to focus on that item whether it requires programming resources or other DHDI staff participation.

3. All escalation is handled through DHDI technical support. Depending on the type of issue, the system may escalate an item to one department or another (for example, Database Administration, Project Management, or Development). Any time an issue is escalated to senior technical staff the Client will receive an estimated correction time and a reason for the escalation to senior tech staff.
G. Project Procedures

Each deliverable document or Work Order will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.

2. Within five (5) business days the Client Project Manager will either approve the deliverable or provide the DHDI Project Team written documentation of the discrepancies.

3. The DHDI Project Manager will resubmit, in electronic form, the final version of the deliverable document to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.

4. Reasonable delays in this approval process will be considered and allowed if agreed by the DHDI and the Client Project Manager.

H. Escalation Procedure

When a conflict arises between Client and DHDI, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:

1. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and DHDI Project Manager will meet to resolve the issue.

2. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the DHDI Project Executive and Project Manager to resolve the issue.

3. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.

4. During any conflict resolution, DHDI agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

I. Rate for Additional Work

1. Changes to the system appearance and functionality will be quoted on a case-by-case basis at a rate of $125 per hour. This price covers all project management and development staff time. Travel and other expenses are not included in the per-hour price and may be quoted separately as necessary. No billable work or travel will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

III. System Hosting

System Hosting includes hardware support and maintenance for all DHDI-controlled equipment involved in hosting the clients system, data and application storage, data and application backups, and disaster recovery.

A. Connectivity
The CUPA system is accessed through an Internet browser and an Internet connection. No additional Client connectivity is required to access the full functionality of the production CUPA system.

B. Data Storage

The data storage subsystem is configured with 9 terabytes of storage and can be expanded at any time if necessary for the term of the contract.

C. Backups

The System is 100% web-browser based and is hosted on servers that DHD1 maintains. DHD1 is responsible for backups, security administrations, and problem resolutions. DHD1 will run nightly backups of all data. The following backups are performed:

1. 15 minute incremental,
2. Nightly differentials,
3. Daily full,
4. Weekly move to tape,
5. Monthly tape rotation,
6. Monthly tape rotation – cold storage

D. Disaster Recovery

In the event that data recovery is necessary following a disaster that would render data in the primary database unrecoverable, DHD1 would look first to the most recent incremental backup of data and attempt to restore. In the event that both the primary database and the incremental backup experienced a catastrophic failure, DHD1 would restore from the nightly incremental backup. In the event that all three of these data sources were unavailable or had catastrophic failures, DHD1 would retrieve the most recent daily or weekly backup from the long-term backup storage and restore. An exception to this process would be if data were available from another backup source maintained at the Client site – at that point, if the client felt their copy was the most up-to-date, DHD1 would restore data from the copy the Client deemed appropriate.

E. Hardware Support

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the DHD1 server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than four (4) hours.

F. Network Availability

Network uptime occurs when the functionality of all DHD1 network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the DHD1 servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the System ticket-tracking module. Network downtime is measured from the time the Client ticket is opened to the time the issues is resolved and the DHD1 network comes back online. The DHD1 network will be available 99.9% of the time, excluding scheduled maintenance or upgrades approved by both Client and DHD1.

G. Infrastructure Guarantee
Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a DHDIT server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the DHDIT server comes back online. DHDIT critical systems, including power and HVAC, are available 99.9% of the time, excluding scheduled maintenance periods.

H. Maintenance and escalation (scheduled and unscheduled)

1. DHDIT will notify Client at least 48 hours in advance of any scheduled network downtime for System maintenance and service.

2. In the event of an unscheduled outage, DHDIT will immediately notify the Client contact, informing them of the outage and its estimated length. Should the outage last more than four hours DHDIT will provide an update to Client every four hours as to the system status.

3. For outages lasting one hour or longer both the DHDIT Operations Manager and Director of Programming Services will have the outage assigned as their top priority for immediate resolution. Should an additional hour pass the matter shall be brought to the attention of the DHDIT Vice President, with all outages of four hours or more being immediately escalated to the DHDIT CEO or President's office.

4. All updates and notifications will be delivered via email to the Client contact.

I. Remedies

1. Should a DHDIT outage occur that results in Client system unavailability in excess of the guaranteed uptimes, DHDIT will credit Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly payment. Credits will be applied toward future license and maintenance payments.

J. Exceptions

1. Delinquent customers may not take advantage of our uptime guarantee. Client must request all credits in writing within three (3) calendar days of the reported downtime, and the downtime must be from a single occurrence.

IV. Customer Support

A. On-line Support: System includes online text based help down to the field level. Users can hover the mouse over a field and popup text help for that field will appear.

B. Telephone Support: Telephone support for Client System Administrators between the hours of 8:00 AM and 6:00 PM EST. There is a 24-hour emergency support line available for Client System Administrators, but not general staff. General staff issues should be first directed to the Client District System Administrator to determine that the issue does not pertain to Client policy. If the issue is a legitimate system use issue and the Client District System Administrator is unable to assist the user, the Client District System Administrator may call the Support line to receive additional assistance from a DHDIT staff member.

C. Virtual Support: DHDIT technical staff can remote in to the application so that they can see the exact screen that an employee is on at any time. This allows them the ability to assist as if they were sitting next to the employee. The Client has to allow access to the system through the Client firewall.
D. User Manual: Electronic user manual documentation is configured to reflect the custom features of Client's specific version on the application.

V. Roles and Responsibilities

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Support (Table Maintenance)</td>
<td>The Client will be responsible for making some table changes to the system using DHDI-developed tools through the CUPA system. The Client will also be responsible for using Issue Tracker to request changes to the system that are not available to them through the system. DHDI is responsible for fully supporting the application.</td>
</tr>
<tr>
<td>Communication</td>
<td>The Client is responsible for appointing a System Administrator who can verify and enter Issue Tracker items, set up users, etc. This position requires no special software or hardware knowledge, and does not require a major time investment. DHDI is responsible for notifying the client of scheduled outages, updates on system changes, etc. Both the Client and DHDI are responsible for communication about the CUPA system.</td>
</tr>
<tr>
<td>Connection</td>
<td>The Client is responsible for monitoring and ensuring that the Internet connection is working properly.</td>
</tr>
<tr>
<td>Hardware Maintenance</td>
<td>The Client is responsible for all hardware purchased, installed, and used by the Client. DHDI is responsible for application and server hardware and peripheral equipment pertaining to those servers.</td>
</tr>
<tr>
<td>Information Services Technical</td>
<td>The Client is responsible for maintaining Client's own technical staff as it relates to the Client's existing infrastructure. DHDI will be responsible for everything that applies to the production system, data storage, and application and server hardware.</td>
</tr>
<tr>
<td>Network Support</td>
<td>The Client is responsible for maintaining their own network system so that users are able to access the Internet and a web browser. DHDI is responsible for all network support to application and data servers.</td>
</tr>
<tr>
<td>Security Monitoring</td>
<td>The Client is responsible for monitoring Internet security and any other security measures already in place. Additionally, the Client will be responsible for maintaining the integrity of the internal user security (permissions, passwords, etc.). DHDI is responsible for monitoring security at the data and application server level.</td>
</tr>
<tr>
<td>Software Updates</td>
<td>DHDI is responsible for all software updates on the application. The Client is responsible for other applicable software updates on the Client's hardware (operating systems, Internet browser, etc.).</td>
</tr>
</tbody>
</table>
VI. Payment Terms

System maintenance is due on the first day of each quarter, and will be invoiced at least thirty (30) calendar days prior to the due date. DHDI payment terms are Net 30 Days. Clients with delinquent accounts may not take advantage of the uptime and hardware guarantee credits, and severe delinquencies may result in a temporary suspension of maintenance services, up to and including access to the system.

A. Maintenance Year 1: $6,500.00
   1. Payment 1, due on system go-live: $6,500.00

B. The Client retains the option to purchase subsequent maintenance years from the Contractor at a cost not to exceed the previous annual maintenance fee plus 5%.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT
MEETING DATE: November 5, 2013
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding 1) adoption of resolutions calling for, requesting Los Angeles County services, and adopting regulations for candidate statements for the General Municipal Election, April 8, 2014; 2) approval of a standard professional services agreement with Martin & Chapman Co. for election support and services. (Fiscal Impact: $69,200)

RECOMMENDED COUNCIL ACTION:
(1) Adopt resolutions calling for, requesting Los Angeles County services, and adopting regulations for candidate statements for the General Municipal Election, April 8, 2014;

(2) Authorize the City Manager to execute a standard professional services agreement, in a form approved by the City Attorney, with Martin & Chapman Co. to provide election support and services;

3) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Draft Resolutions
Scope of Services

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $69,200
Additional Appropriation: No
Account Number(s): $29,200 - Elections Division, Various
$40,000 - 001-400-1302-6214, Professional & Technical

ORIGINATED BY: Cathy Domann, Deputy City Clerk II
REVIEWED BY: Tracy Weaver, City Clerk
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The General Municipal Election for two (2) City Council seats is to be held April 8, 2014. To proceed with the regulations set forth by Government Code, the proposed resolutions should be adopted before the opening of nominations beginning December 16, 2013 and ending January 13, 2014 (extended date January 15, 2014 if an incumbent does not file).

Additionally, it is requested that the City again enter into a professional services agreement, in an amount not to exceed $40,000, with Martin & Chapman Co. They have provided excellent
election support to El Segundo for over three decades, are well known and trusted for their invaluable election services, supplies, and guidance, and are utilized by over 200 cities, counties and districts in California and Nevada.

Their scope of service includes, but is not limited to, pre-election materials, official ballots, ballot counting equipment, vote by mail ballot tracking system, mailing services, foreign language assistance and translations, legislation updates, professional opinions and election night support. Their Anaheim location allows for timely delivery of supplies, election materials, and on-site support.

Their many years of experience with El Segundo, individualized assistance, and excellent customer service will help ensure a smooth election process.
RESOLUTION NO.

A RESOLUTION PLACING TWO CITY COUNCIL, SEATS ON THE APRIL 8, 2014 GENERAL MUNICIPAL ELECTION PURSUANT TO ELECTIONS CODE § 1301.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: Pursuant to Elections Code § 1301, the City Council calls for a general municipal election to be held in the City of El Segundo on Tuesday, April 8, 2014, for the purpose of electing two members of the City Council to four year terms. The exact form of the question to be voted on at the election as it should appear on the ballot is as follows:

"FOR MEMBER OF THE CITY COUNCIL – Vote for two"

SECTION 2: The polls will open at 7 a.m. on election day and remain open until 8 p.m.

SECTION 3: The City Council Chamber, 350 Main Street, El Segundo, is designated the Central Counting Place where all ballots of the election will be tallied.

SECTION 4: The City Clerk is authorized to canvass the returns of the Municipal Election. The election will be held in all respects as if there were only one election, and only one form of ballot will be used.

SECTION 5: The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 5th day of November, 2013.

Bill Fisher, Mayor

ATTEST:
Tracy Weaver, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney
RESOLUTION NO. ______

A RESOLUTION REQUESTING THAT THE LOS ANGELES COUNTY BOARD OF SUPERVISORS PROVIDE ELECTION SERVICES TO THE CITY OF EL SEGUNDO FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2014.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: Pursuant to Elections Code § 10002, the City Council requests that the Los Angeles County Board of Supervisors assist the City with its local election scheduled for April 8, 2014.

SECTION 2: The services requested by the City include the following:

A. Listing of County precincts with number of registered voters in each so the City may consolidate election precincts into City voting precincts, and maps of the voting precincts;

B. List of poll workers the County uses for their elections;

C. Computer records of the names and addresses of all eligible registered voters in the City;

D. Voter signature verification services as needed;

E. Provide additional election equipment and assistance to the City in accordance with California law.

SECTION 3: The City will reimburse Los Angeles County for services performed pursuant to this request and upon the City’s receipt of a County invoice.

SECTION 4: The City Clerk is directed to forward a certified copy of this Resolution to the Los Angeles Board of Supervisors and the Los Angeles County Clerk’s office.

SECTION 5: The City Clerk is directed to certify and adopted of this Resolution; record this Resolution in the book of the City’s original resolutions, and make a minute of this adoption of the Resolution in the City Council’s records and the minutes of this meeting.
SECTION 6: This Resolution will become effective immediately upon adoption and remain effective unless repealed or superseded.

PASSED AND ADOPTED this 5th day of November, 2013.

Bill Fisher, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:
Karl H. Berger,
Assistant City Attorney
RESOLUTION NO.

A RESOLUTION ESTABLISHING REQUIREMENTS FOR CANDIDATE STATEMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR AN ELECTION ON TUESDAY, APRIL 8, 2014.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: Pursuant to Elections Code § 13307, candidates seeking election to office on April 8, 2014 may prepare a candidate's statement on forms provided by the City Clerk.

SECTION 2: Statements filed in accordance with this Resolution may include the following:

A. The candidate's name, age, and occupation; and

B. A statement consisting not more than two hundred (200) words outlining the candidate's education and qualifications for office.

SECTION 3: The candidate's statement must conform with the following:

A. It may not identify the candidate's membership in any political party or activity in partisan political organization;

B. It must be uniform in type and size and must be presented with block paragraphs;

C. It may not include bolding, underlining, italics, asterisks, or other, similar, type of formatting;

D. It must be typewritten using at least a 12 point font;

E. It must be filed in the City Clerk's office with a candidate's nomination papers;

F. Although it may be withdrawn during the time for filing nomination papers and until 5:00 p.m. the next working day after the close of the nomination period, the statement may not be changed.

SECTION 4: Pursuant to 42 U.S.C. § 1973aa-1a., the City Clerk will:

1.
A. Translate all candidate statements into Spanish;

B. Make translated copies of candidate statements publicly available;

SECTION 5: Candidates filing a statement must pay to the City the following:

A. A fee equal to a candidate’s pro rata share of the total actual cost for printing, handling, translating, and mailing candidate statements.

B. At the time of filing a statement, the candidate will deposit $870 ($520 if you do not want your statement printed in Spanish in the voter’s pamphlet) with the City Clerk which represents the following estimated costs:

1. The cost of printing the statement in the voter’s pamphlet in English: $300;

2. The cost of translating the statement into Spanish: $175; and

3. The cost of printing the statement in the voter’s pamphlet in Spanish: $300.

C. Should a candidate’s actual pro rated cost exceed the amount on deposit with the City Clerk, the candidate will, within thirty (30) days of receiving an invoice, pay the City Clerk any difference between the deposit amount and the actual cost.

D. Should a candidate’s actual pro rated cost be less than the amount deposited with the City Clerk, then the City Clerk will refund any overpayment to a candidate within thirty (30) days after the election.

SECTION 6: Candidates may not include any additional materials in the sample ballot package.

SECTION 7: The City Clerk is directed to provide a copy of this Resolution to each candidate, or a candidate’s representative, at the time nominating petitions are issued.

SECTION 8: The City Clerk is directed to certify and adopt of this Resolution; record this Resolution in the book of the City’s original resolutions, and make a minute of this adoption of the Resolution in the City Council’s records and the minutes of this meeting.
SECTION 9: This Resolution will become effective immediately upon adoption and remain effective unless repealed or superseded.

PASSED AND ADOPTED this 5th day of November, 2013.

Bill Fisher, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:
Karl H. Berger,
Assistant City Attorney
EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall render the following services in connection with the City of El Segundo’s General Municipal Election to be held on Tuesday, April 8, 2014:

a. The Contractor shall furnish to the City the election services and supplies which shall include, but not be restricted to the following:

- Pre-election, nomination, mail ballot, and precinct supplies
- Reports – voter registration and polling places
- Vote by mail tracking system
- Vote by mail supplies
- Insert and mail permanent vote by mail ballots (optional)
- Voter information pamphlets
- Ballots, including test/duplicate ballots and privacy sleeves
- Ballot counting/election night supplies
- Instruction and procedures manuals
- Forms and notices
- Mailing services
- Delivery services

b. Contractor shall be "on call" by telephone. This means that Contractor shall be available at any time during regular business hours to the Contract Officer, or his/her designee, prior to and during the election, and until the completion of the official canvass of the election, and during the same period to, upon request, appear in person and work in cooperation with the Contract Officer, or his/her designee, upon any election task or problems which may arise.

c. Contractor shall furnish additional working forms, outlines, check lists and schedules which will aid the Contract Officer, or his/her designee, in keeping track of procedural details of the election. Such documents shall include, but are not limited to, forms, outlines, check lists and schedules identified in Contractor’s "Election Handbook", "Order Form for Cities Conducting Own Election", and "City Information Fact Sheet Regarding Your Upcoming Election".

d. Contractor shall prepare and mail the Voter Information Pamphlets to all eligible voters in the city no later than 21 days prior to the election.

e. Contractor shall secure the services of qualified foreign language translators to ensure that all relevant election materials comply with the federal Voting Rights Act and state election laws.

f. Contractor shall otherwise provide such special and unique services, in close cooperation with the Contract Officer, or his/her designee, as may be necessary for the successful conduct of the election.
EXHIBIT "B"

SCHEDULE OF COMPENSATION

1. Compensation for supplies provided and services rendered pursuant to the terms of this contract shall not exceed $40,000.

2. Payment will be made in two installments by the City, upon the completion of the delivery of the supplies and the furnishing of the required services for the election and subsequent to the City's receipt of an invoice from Contractor.
   A. The first installment shall compensate Contractor for the candidate statement portion of the sample ballot pamphlet.
   B. The second installment shall compensate Contractor for all other services rendered by Contractor upon completion of the election.

3. In the event that more or less supplies are actually furnished than is shown in this Agreement, the varied amount of such supplies will be billed accordingly. Estimated pamphlet prices are based on the number of registered voters and the election materials will be provided to voters in English.
AGENDA DESCRIPTION:
Consideration and possible action regarding Adoption of the Resolutions updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Firefighters’ Association, and the El Segundo Police Officers’ Association. (Fiscal Impact: Active Employees: Estimated Savings FY 2013/2014 of $15,300.00; Retirees: Estimated Savings FY 2013/2014 of $6,500.00)

RECOMMENDED COUNCIL ACTION:
1) Adopt the attached resolutions
2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1) Proposed Resolutions

FISCAL IMPACT: Estimated Savings FY 2013/2014 of $21,800.00

<table>
<thead>
<tr>
<th></th>
<th>Amount Budgeted</th>
<th>Additional Appropriation</th>
<th>Account Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5,359,100.00</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Julie DeZiel, Human Resources Analyst
REVIEWED BY: Martha Dijkstra, Director of Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City files with the Public Employees’ Retirement System (PERS) the annual Resolutions reflecting changes in the City’s contribution for employees and annuitants under the Public Employees Medical and Hospital Care Act (PEMHCA).

CalPERS added four (4) Health Maintenance Organizations (HMOs) to its program, expanding the list of HMO plan providers to six. This expansion created competition amongst HMO plan providers, resulting in reduced 2014 monthly premiums. As a result of a decrease in 2014 monthly premiums for HMO plans offered by CalPERS, changes in the contribution amounts are as follows:

<table>
<thead>
<tr>
<th>Employee Group</th>
<th>2013 Contribution</th>
<th>2014 Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighters’ Association</td>
<td>$1,288.30/month</td>
<td>$1,263.84/month</td>
</tr>
<tr>
<td>Police Officers’ Association</td>
<td>$1,288.30/month</td>
<td>$1,263.84/month</td>
</tr>
</tbody>
</table>

The City’s maximum contribution for the retirees in all of these groups is the same as for active, represented employees.
RESOLUTION NO. ______

A RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO FIREFIGHTERS' ASSOCIATION.

The City Council of the City of El Segundo does resolve as follows:

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892 (b)(1) of the Act, and

B. The City of El Segundo, hereinafter referred to as Public Agency is local agency contracting under the Act for participation by members of the El Segundo Firefighters' Association.

SECTION 2: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,263.84 per month, plus administrative fees and Contingency Reserve Fund Assessments.

SECTION 3: The City of El Segundo has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

SECTION 4: The City Clerk is directed to certify the Passage and Adoption of this Resolution; enter same in the Book of Original Resolutions; and make a Minute of its adoption in the City's records and in the Minutes of the meeting when it was adopted.

SECTION 5: Under Government Code § 22892, this Resolution will become effective January 1, 2014 and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this 5th day of November, 2013.

Bill Fisher
Mayor
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk all at a regular meeting of said Council held on the 5th day of November, 2013, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 5th day of November, 2013.

Tracy Weaver, City Clerk
of the City of El Segundo,
California

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:

Karl H. Berger
Assistant City Attorney
RESOLUTION NO. ______

A RESOLUTION FIXING THE EMPLOYER’S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO POLICE OFFICERS’ ASSOCIATION.

The City Council of the City of El Segundo does resolve as follows:

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees’ Medical and Hospital Care Act shall fix the amount of the employer’s contribution at an amount not less than the amount required under Section 22892 (b)(1) of the Act, and

B. The City of El Segundo, hereinafter referred to as Public Agency is local agency contracting under the Act for participation by members of the El Segundo Police Officers’ Association.

SECTION 2: The Employer’s contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,263.84 per month, plus administrative fees and Contingency Reserve Fund Assessments.

SECTION 3: The City of El Segundo has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

SECTION 4: The City Clerk is directed to certify the Passage and Adoption of this Resolution; enter same in the Book of Original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

SECTION 5: Under Government Code § 22892, this Resolution will become effective January 1, 2014 and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this 5th day of November, 2013.

Bill Fisher
Mayor

1.
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk all at a regular meeting of said Council held on the 5th day of November, 2013, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 5th day of November, 2013.

Tracy Weaver, City Clerk
of the City of El Segundo,
California

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:

Karl H. Berger
Assistant City Attorney

2.
AGENDA DESCRIPTION:
Consideration and possible action to adopt policy changes to the City's Residential Sound Insulation (RSI) Program. (fiscal impact: none).

RECOMMENDED COUNCIL ACTION:
1. Adopt policy changes detailed in this staff report; and/or
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

In September 2012, the City adopted several policy changes. One of these requires the apparent low bidder to submit product submittals within thirty (30) days of the date bids are due. Alternatively, the apparent low bidder may submit a letter stating that it will supply all products in accordance with submittals previously accepted by the City for a previous RSI project, as long as those submittals were accepted by the City within twelve (12) months of the current bid due date.

Staff recommends a change to this policy. The change would be to require all bidders to submit product materials at the time of submitting a bid (this was the policy before September 2012). This requirement could be avoided if the bidder submitted a letter with the proposal stating that the bidder would supply products in accordance with a previous submittal that was accepted by the City during the previous twelve months. This recommendation is made to:

1. Allow staff additional time for efficiently reviewing bids in accordance with FAA guidelines;
2. Help prevent a recurrence of the problem experienced with product submittals as experienced with low bids in Group 50
The Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Handbook states:

"b. Nonresponsive. When a bid does not conform to all the material items and conditions of the IFB [Invitation for Bids] that are deemed substantial, it is nonresponsive. It is the sponsor’s [City’s] responsibility to determine if the exceptions taken by a bidder to the solicitation are substantial or not and the extent of deviation it is willing to accept. Sponsors should be encouraged to disallow all deviations except for those that they would waive as being immaterial. Items affecting material terms and conditions of the invitation for bids such as delivery time, quality, technical specifications, price, etc. should be considered material." and “Determinations of nonresponsiveness should not be based upon deviations that are not substantial.”

Product submittals are commonly used to document that products on which the bid is based meet terms and conditions of technical specifications, and therefore used to help determine if a Bid is “responsive” or “Nonresponsive.” Product submittals that do not document an intended product’s ability to meet technical specifications should be therefore define the associated bid as nonresponsive.

On a recent RSI project (Group 50), the apparent low bidder did not turn in any submittals until the thirtieth (30th) day after bids were due. The submittals were incomplete and did not meet requirements of the technical specifications. Therefore the bid could not be completely reviewed until such information was submitted to the City, and delayed the review of the bid. As the existing policy only required submittals from the apparent low bidder, a complete review of other bids could not be started until submittals, or appropriate letter complying with current policy, for such bids were submitted. These types of delays could easily be experienced with bids for future projects under the existing current policy.

Further complicating the issue is the contract documents state that “Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Addenda.” As such, if the apparent low Bid is determined to be nonresponsive based on submittals submitted on the thirtieth (30th) day, there may not be enough time to properly determine if another Bid is responsive and make a recommendation to the City Council to award a contract.

The Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Handbook states:

“When the competitive sealed bid procurement method is used, the contract must be awarded to the lowest responsible and responsive bidder. If the sponsor determined that the apparent low bidder (i.e. the bidder submitting the lowest dollar amount) is not responsible and/or nonresponsive, FAA must review and concur in this determination. Although the sponsor can award to other than the apparent low bidder, Federal funds cannot be used in the contract unless FAA concurs in the determination prior to award of the contract.”
To address the time needed for the required review by FAA and receive concurrence in the City's potential determination on future projects, staff recommends that the sixty day requirement be revised to one hundred and twenty (120) days for future projects.
AGENDA DESCRIPTION:

Consideration and possible action to authorize the City Manager, or designee, to record the Notice of Completion accepting completion of work for 24 homes related to the City's Residential Sound Insulation Program's Group 49 (Project No. RSI 13-02).

(Final Contract Amount: $876,463.89)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Clerk to file the City's Planning and Building Safety Director's Notice of Completion in the County Recorder's Office;
2. Authorize the City Manager, or designee, to close out Project No. RSI 13-02; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

List of homes included in Group 49
Planning and Building Safety Director’s Notice of Completion

FISCAL IMPACT: Included in Adopted Budget

Amounts Budgeted: $954,800.00
Additional Appropriation: N/A
Account Number(s): 116-400-0049-8960

ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

This project is part of the City’s Residential Sound Insulation (RSI) Program financed by federal grants from the Federal Aviation Administration (FAA) and the settlement agreement with Los Angeles World Airports (LAWA).

The RSI Program offers modifications to owners of qualifying residential property in the City of El Segundo that reduce interior sound levels of noise generated by air traffic from neighboring Los Angeles International Airport (LAX).

At its meeting April 16, 2013 the City Council awarded a construction contract to Big West Construction for construction for 23 homes, commonly referred to as Group 49 of the RSI Program.

The work has now been completed and the final contract amount is $876,463.89.
<table>
<thead>
<tr>
<th>RSI Number</th>
<th>Project Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>49.01</td>
<td>128 West Maple Avenue</td>
</tr>
<tr>
<td>49.02</td>
<td>128 1/2 West Maple Avenue</td>
</tr>
<tr>
<td>49.03</td>
<td>1100 East Acacia Avenue</td>
</tr>
<tr>
<td>49.04</td>
<td>320 East Walnut Avenue</td>
</tr>
<tr>
<td>49.05</td>
<td>222 East Walnut Avenue</td>
</tr>
<tr>
<td>49.06</td>
<td>1124 East Acacia Avenue</td>
</tr>
<tr>
<td>49.07</td>
<td>742 Virginia Street</td>
</tr>
<tr>
<td>49.08</td>
<td>826 Sheldon Street</td>
</tr>
<tr>
<td>49.09</td>
<td>213 West Oak Avenue</td>
</tr>
<tr>
<td>49.10</td>
<td>519 East Sycamore Avenue</td>
</tr>
<tr>
<td>49.11</td>
<td>648 West Maple Avenue</td>
</tr>
<tr>
<td>49.12</td>
<td>654 West Maple Avenue</td>
</tr>
<tr>
<td>49.13</td>
<td>770 West Imperial Unit # 16</td>
</tr>
<tr>
<td>49.14</td>
<td>842 Penn Street</td>
</tr>
<tr>
<td>49.15</td>
<td>844 Penn Street</td>
</tr>
<tr>
<td>49.16</td>
<td>846 Penn Street</td>
</tr>
<tr>
<td>49.17</td>
<td>848 Penn Street</td>
</tr>
<tr>
<td>49.18</td>
<td>850 Penn Street</td>
</tr>
<tr>
<td>49.19</td>
<td>852 Penn Street</td>
</tr>
<tr>
<td>49.20</td>
<td>723 West Palm Avenue</td>
</tr>
<tr>
<td>49.21</td>
<td>425 East Maple Avenue</td>
</tr>
<tr>
<td>49.22</td>
<td>915 Eucalyptus Drive</td>
</tr>
<tr>
<td>49.23</td>
<td>724 Loma Vista Avenue</td>
</tr>
</tbody>
</table>
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Residential Sound Insulation Program – Group 49

Project No.: RSI 13-02

Notice is given pursuant to California Civil Code §§ 3093, et seq. that:

1. The undersigned is an officer of the owner of interest of the property described below.

2. The project owner’s name is: City of El Segundo

3. The full addresses of the project are: attached as Exhibit A and incorporated by reference

4. A work of improvement on the property hereinafter described was field reviewed by City representatives on: see attached Exhibit A

5. The work done was: Residential Sound Insulation Program Improvements

6. On November 5, 2013, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.

7. The name of the Contractor for such work of improvement was: Big West Construction

8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Private Residence(s) listed in Exhibit A

9. The street address of said properties are: set forth in Exhibit A

Dated: ___________________________  
Sam Lee  
Planning and Building Safety Director

VERIFICATION

I, the undersigned, say: I am the Director of Planning and Building Safety of the City El Segundo, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _________________________ at El Segundo, California.

______________________________  
Sam Lee  
Planning and Building Safety Director
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of an agreement between the City of El Segundo and Southern California Edison (SCE) to implement El Segundo’s Energy Efficiency Strategic Planning Activities Phase 3. (Fiscal Impact: $111,250 receipt of grant fund award).

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute an agreement with Southern California Edison (SCE), in a form approved by the City Attorney, for implementation of Energy Efficiency Strategic Plan, Phase 3 activities in El Segundo.
2. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: $111,250 receipt of grant monies
Amount Budgeted: None
Additional Appropriation: N/A
Account Number(s): To be assigned

ORIGINATED BY: Nina Tarnay, Project Manager
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In April, 2011, the City secured a grant from Southern California Edison (SCE) to implement Phases 1 and 2 of El Segundo’s Energy Efficiency Strategic Planning Strategies, an energy efficiency program which included an energy savings analysis for the 2009 greenhouse gas inventory, a LEED certification policy, the development of an energy action plan, code compliance training, an online permitting program and other standards for El Segundo’s municipal facilities. The City has completed 90% of the tasks required through the Phase 1 and Phase 2 period and is on course to complete all tasks before the December 31, 2014 completion deadline.

Following the success of Energy Efficiency Strategic Planning Strategies Phases 1 and 2, SCE released a subsequent round of available funding to continue supporting energy efficiency projects. In April, 2013, the City submitted its proposal for Phase 3 of the Strategic Planning Strategies, requesting funds to:
(1) Develop and adopt programs to encourage energy efficiency work through the City's online permitting process developed in Phases 1 and 2; and

(2) Develop implementation processes and procedures to embed energy efficiency actions into City operations, including completing various energy policies such as our Retro-commissioning Policy, Green Building Policy, Benchmarking Policy, the Greenhouse Gas Inventory Policy and setting up tracking tools such as the Enterprise Energy Management Information System and Portfolio Manager (EEMIS).

On May 10, 2013, SCE notified the City that it was selected for participation in Phase 3 of the Energy Efficiency Strategic Planning Strategies work and granted El Segundo $111,250.00 for implementation of its proposed scope of work (summarized above).

Implementation of this grant scope of work is expected to begin as soon as SCE issues El Segundo a letter to proceed following approval of the Advice Letter by the California Public Utility Commission (expected by mid-December, 2013). The scope of work under this grant must be completed by December 31, 2014. Once we receive approval to proceed, Public Works will present City Council with a recommendation to retain a qualified consultant to carry out the tasks called for in the scope of work. Grant oversight will be provided by existing Public Works staff.
AGENDA DESCRIPTION:

Consideration and possible action to adopt a resolution approving the new City of El Segundo Emergency Operations Plan. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Adopt the attached resolution;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution

FISCAL IMPACT: $

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s):

PREPARED BY: Denise Davis, Emergency Services Coordinator
REVIEWED BY:
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288), as amended, and the California Emergency Services Act; Chapter 7 of Division 1 of Title 2 of the Government Code require that each jurisdiction develop an Emergency Operations Plan (EOP) that defines the scope of preparedness and incident management activities necessary for that jurisdiction.

The previous City of El Segundo Emergency Operations Plan was written and adopted in 2003. A new plan was developed in April, 2013, and was disseminated to Department Directors and the City Attorney for review. Since that review, many organizational changes have taken place in the State, and in the City of El Segundo, which have been incorporated into the new EOP.

The El Segundo Emergency Operations Plan is a document that outlines a strategy to support the efforts of the City and its emergency response departments during a large-scale emergency. The plan describes the methods for carrying out emergency operations, the mutual aid process, the varying emergency services of governmental agencies, how resources are mobilized, emergency public information, continuity of government, and the functioning of the emergency operations center. The plan also includes hazards and threats specific to El Segundo, and describes the organizational structures, roles and responsibilities, policies, and protocols for providing emergency support.

The EOP outlines how key departments within the City, non-governmental agencies, and volunteer and faith-based entities will coordinate the response efforts to major emergencies and disasters in El
Segundo. Having a current and approved EOP aligns the City with the requirements of the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) for potential reimbursement of disaster related response costs, and fulfills requirements for receiving federal grant funds.

The EOP contains the information necessary to compel decisions on long-term prevention, mitigation efforts, and risk-based preparedness measures for the jurisdiction’s specific hazards. In all, the EOP will facilitate response and short-term recovery activities, which set the stage for successful long-term recovery. Cities are strongly encouraged to submit their emergency operations plans to the California Governor’s Office of Emergency Services (Cal OES) for their review to ensure the requirements and essential elements are included in the plan.

The El Segundo EOP was submitted for such a review and the plan was found to be “Approved in accordance with the requirements of the Emergency Services Act and the California Master Mutual Aid Agreement.” No changes or additional information were required by Cal OES, and the plan is consistent with SEMS, NIMS, and state guidelines. The El Segundo EOP is complete and ready to be adopted by the El Segundo City Council.
RESOLUTION NO.

A RESOLUTION ADOPTING THE AUGUST 2013 CITY OF EL SEGUNDO EMERGENCY OPERATIONS PLAN.

The City Council of the City of El Segundo does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

A. The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §§ 5121, et seq.) and the California Emergency Services Act (Government Code §§ 8550, et seq.) require that each jurisdiction develop an Emergency Operations Plan.

B. The El Segundo Emergency Operations Plan (EOP) will define the scope of preparedness, and incident management activities, and facilitate response and short-term recovery activities, which set the stage for successful long-term recovery for the City of El Segundo.

C. The El Segundo EOP is a document that outlines a strategy to support the efforts of the City and its emergency response departments during a large-scale emergency, and will compel decisions on long-term prevention, mitigation efforts, and risk-based preparedness measures for the jurisdiction’s specific hazards.

D. The El Segundo Department Directors have reviewed the EOP and all appropriate edits, recommendations, and organizational changes have been resolved within the plan.

E. The cities are strongly encouraged to submit their emergency operations plans to the California Governor’s Office of Emergency Services (Cal OES) for their review to ensure the requirements and essential elements are included in the EOP.

F. The El Segundo EOP was submitted to the California Governor’s Office of Emergency Services (Cal OES) and found to be consistent with the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) ensuring the potential for reimbursement of disaster related response costs, and fulfilling requirements for receiving federal grant funds.

G. The EOP was found to be “Approved in accordance with the requirements of the Emergency Services Act and the California Master Mutual Aid Agreement” and California guidelines, and ready to be adopted by the El Segundo City Council.


SECTION 3: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption.
PASSED AND ADOPTED this 5TH day of November, 2013.

Bill Fisher, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to authorize the Mayor to execute a letter in response to a “cease and desist” letters received on October 1, 2013 and October 17, 2013 from Debra Geist alleging various violations of the Ralph M. Brown Act relating to City’s negotiations to lease out a portion of “the Lakes” golf course. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Receive and file the letters dated October 1, 2013 and October 15, 2013 alleging various violations of the Ralph M. Brown Act;
2. Authorize the Mayor to execute the draft response letter;
3. Take such additional, related, action that may be desirable.

ATTACHED SUPPORTING DOCUMENTS:
1. Letter dated October 15, 2013 (received October 17, 2013);

FISCAL IMPACT: N/A
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Mark D. Hensley, City Attorney
Karl H. Berger, Assistant City Attorney

BACKGROUND AND DISCUSSION:
On October 1, 2013 and October 17, 2013, the City Clerk’s office received letters alleging that the City Council violated various provisions of the Ralph M. Brown Act when it considered the future of “the Lakes” municipal golf course (see attached Exhibit A – the letters are identical except for with respect to the dates set forth on the letters). These are referred to as the “October 2013 Letters.”

As the City Council is aware – and is quite public – the City was approached by two private companies in 2012 regarding a proposal for the Lakes municipal golf course. In general, the proposal is for Centercal, LLC to make various improvements to the golf course and the driving range; for Top Golf to operate the golf course; and for the City to receive a significant increase in rent over a period of potentially fifty years. The details of this deal is set forth in the due diligence and lease agreement that is being considered by the City Council as a separate agenda item for November 5, 2013.

Since first being approached by these companies, the City Council undertook a number of actions to not only negotiate potential deal points to implement a proposal (as set forth in the
draft lease agreement), but also to solicit public input and dialogue regarding the desirability of undertaking such an arrangement. Such activities include, without limitation:

- Public meetings by the City Council and Golf Course Subcommittee in August 2012 regarding the Lakes including a Powerpoint presentation regarding the proposal and direction from the City Council to seek public input.

- Meetings in September 2012 between City staff and various community organizations including the El Segundo Chamber of Commerce and Kiwanis Club.

- Multiple meetings before the City’s Recreation and Parks Commission in September and December 2012.


- Posting the Powerpoint® presentation, draft schematics, and other matters on the City’s website (elsegundo.org/news/displaynews.asp?NewsID=1149&TargetID=1).

- Posting all disclosable public communications regarding the Lakes matter on the City’s website (www.elsegundo.org/depts/cityclerk/documents.asp).

Moreover, these proposals were widely publicized in the media and on various social networks (e.g., Facebook). And, as a result, there was significant public participation in the process including regular public comment during City Council meetings.

The October 2013 Letters do not acknowledge the City Council’s effort to solicit public input regarding the Lakes or the widespread public interest in the subject. Rather, the October 2013 Letters allege that the City Council violated the Brown Act when it discussed the matter in closed session on several occasions in 2012 and 2013.

As you are aware, the California Legislature enacted the Ralph M. Brown Act (Government Code1 §§ 54950-54963) in 1953. The Legislature adopted the Brown Act to ensure that deliberations and actions of local public agencies are performed at meetings open to the public and free from any veil of secrecy.2 To further this overall goal, the Brown Act requires that the City’s meetings be properly noticed and generally open to the public.

There are certain exceptions to the general requirement that all meetings be held in public. These are referred to as “closed session” matters. One of these is the ability for the City Council to meet

"with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."3

---

1 Further references to an unspecified code are to the Government Code.
2 § 54950.
3 § 54956.8 (emphasis added).
The October 2013 Letters makes various complaints regarding the City Council exercising its ability to discuss price and terms of leasing the Lakes during closed session. In summary, these allegations are: (1) failure to appoint real property negotiators in open session as required by the Brown Act; (2) incorrect agenda descriptions as to closed session items; and (3) discussing items in closed session beyond the scope of what the Brown Act allows.

The October 2013 Letters is the first step needed to file a lawsuit against the City for alleged violations of the Brown Act. In sum, the law requires a persons seeking to enforce the Brown Act to first send a “cease and desist” letter to a public agency within nine months of the alleged violations before filing a lawsuit. Upon receiving a “cease and desist” letter, the public agency has thirty days within which to consider the matter and, if it chooses, respond with “with an unconditional commitment to cease, desist from, and not repeat the past action that is alleged to violate” the Brown Act. Such a response must be approved by the legislative body in open session and be substantially in a form required by law. If the legislative body opts to undertake such a response, it removes the ability of a person to file a lawsuit.

As noted more completely in the draft letter attached to this staff report, several of the alleged violations occurred more than nine months ago and are therefore time-barred from litigation. Moreover, all of the closed session agenda descriptions correctly identified the City’s real property negotiators and described what was being discussed. Most importantly, however, the City Council has not yet committed to taking any action – the draft lease agreement properly contemplated during closed session is a separate agenda item for this meeting. And, as set forth in that draft agreement, there are multiple matters that must be resolved – in open session – before the City (or any other party) is obligated to undertake any real property transaction.

However, in order to avoid potentially unnecessary and costly litigation, it is recommended that the City Council authorize the Mayor to execute the draft letter attached to this staff report (Exhibit B). As may be read, the draft letter constitutes the City Council’s “unconditional commitment” not to undertake the actions identified by the October 2013 Letters. Under the Brown Act it is specifically recognized that sending this type of response is not an admission of guilt and it cannot be used against the City in any future legal proceedings. Given that this matter, as described above, has been a very public process and since the draft agreement is on the agenda for public consideration by the Council, it seems very prudent to simply agree, without admitting fault or that such occurred, to not undertake any further alleged action that violates the Brown Act. This will ensure that the City avoids the need to defend against a lawsuit alleging that the City Council violated the Brown Act.

---

4 § 54960.2.
5 The City Council may also provide such a response after thirty days, and even during litigation, which would cause a lawsuit to be dismissed. However, the court could under such circumstances award attorneys fees and costs (§ 54960.2(b)).
6 § 54960.2(c).
7 Id.
8 Id.
Exhibit A

October 1, 2013 and October 15, 2013 Letters
Via Personal Delivery

Hon. Bill Fisher, Mayor
Mr. Carl Jacobson, Mayor Pro Tem
Ms. Suzanne Fuentes
Mr. Dave Atkinson
Ms. Marie Fellhauer

City Council
City of El Segundo
350 Main Street,
El Segundo, CA 90245

Re: Demand to Cease and Desist from Practices Violating the Ralph M. Brown Act

Mr. Fisher and Members of the El Segundo City Council:

This notice is to caution you that the El Segundo City Council (the “ESCC”) has violated the Ralph M. Brown Act (California Government Code Sec. 54050 et.seq.), which mandates open and publicized meetings of local government at which the public may be present and comment on relevant matters. ESCC is abusing the “safe harbor” provisions of Government Code Section 54956.8, which allow a limited exception to the general mandate of open meetings only “to grant authority to its negotiator regarding the price and terms of payment for... (a real property lease).” The specific violations are as follows:

1. Conducting Closed Sessions On The Proposed Lease of The Lakes Prior to a Public Hearing

On three separate occasions, June 19, 2012, June 25, 2012 and June 17, 2012, the ESCC conducted closed sessions for the stated purpose of discussions with Greg Carpenter, City Manager, concerning The Lakes, a municipal golf course owned by the City of El Segundo. Although the stated purpose of such meetings, as noted on the relevant Agendas, was “discussion with Real Property Negotiator”, ESCC had not yet conducted a public session as required by Government Code Section 54956.8 as follows:

However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies the real property... which the negotiations may concern and the person or persons with whom its negotiator may negotiate.

Additionally, the relevant Agendas fail to identify the persons or entities Mr. Carpenter would negotiate with. These meetings patently fall outside the “safe harbor” and are illegal.

2. Conducting Closed Sessions with Top Golf on Related Issues

On two separate occasions, February 5, 2013, February 19, 2013, the ESCC conducted closed sessions with Mr. Carpenter relating to Top Golf and Centercal Properties as “negotiating parties.” However, the proposed lease is with Centercal only. The City of El Segundo will have no contractual privy with Top Golf, who will sublet from Centercal to operate a golf entertainment business at The Lakes. ESCC was not negotiating a real property lease with Top Golf but rather consulting with Top Golf regarding lease issues. The Brown Act mandates that ESCC conduct any such consultations in public meeting because the “safe harbor” provision pertains only to the proposed lessee on price and terms of payment. Consultations with other parties on “related issues” or “background issues” are outside the scope of the exception. See, Shapiro v. City Council of San Diego, 96 Cal. App. 4th 804 (2002).

3. Conducting Serial Closed Sessions on Matters Outside Payment and Terms of Payment

On eight separate occasions, February 5, 2013, February 19, 2013, May 7, 2013, August 6, 2013, August 20, 2013, September 3, 2013, September 17, 2013, and October 1, 2013, the ESCC conducted closed sessions with Mr. Carpenter relating to the lease with Centercal Properties as the negotiating party. The number of closed sessions alone is excessive and proves that the ESCC has trespassed beyond the “safe harbor” of price and terms of payment. This situation is analogous to Shapiro v. City Council of San Diego.
96 Cal. App. 4th 904 (2002), where the Court of Appeal held that the San Diego Council had violated the Brown Act in including discussion of a variety of "related issues" in a series of closed session held to consult with its agent in real property negotiations concerning a large redevelopment project to create a new baseball park. The Fourth District faulted the San Diego Council’s expansive interpretation of the “safe harbor” as follows:

We believe the City Council’s view that no detailed disclosures should be required before closed sessions may be held to discuss a complex overall real estate based transaction is inconsistent with the express statutory requirements of section 54946.8

The Fourth District stressed that the “safe harbor” must be narrowly and not expansively construed as follows:

If we were to accept the City’s interpretation of the Brown Act in this respect, we would be turning the Brown Act on its head, by narrowly construing the open meeting requirements and broadly construing the statutory exceptions to it. That would be incorrect. We do not denigrate the important consideration of confidentiality in negotiations. However, we believe that in this case, the City Council is attempting to use the Brown Act as a shield against public disclosure of its consideration of important public policy issues, of the type that are inevitably raised whenever such a large public redevelopment real estate based transaction is contemplated. The important policy consideration of the Brown Act, however, must be enforced, even where particular transactions do not fit neatly within its statutory categories.

Id. at 924. Here, as in Shapiro, ESCC is using closed sessions to shield important development considerations from public view. The sheer number of closed sessions, in contrast to the single open session on the proposed lease, proves that ESCC is shirking its duty to conduct open sessions on matters of public interest that will substantially impact The Lakes future. Indeed, ESCC has disclosed relatively nothing in open sessions regarding its relationship with Centercal, Centercal’s relationship with Top Golf, proposed physical changes to the golf course, proposed physical changes to the driving range, price increases, public programs, changes to the liquor license and more. Members of the public are demanding to be heard on these issues but have been relegated to bystanders in a closed process zealously guarded by ESCC against its public responsibilities under the Brown Act.

4. Substantively Misleading Agenda Description

On August 21, 2012, the ESCC conducted a single public session on the proposed lease of The Lakes which generally describes the Agenda as a direction to staff as follows:

Consideration and possible action to direct staff to take steps necessary to seek input from various City Committees regarding a potential agreement with Centercal Properties, LLC for enhancing the driving range and dining facilities at The Lakes Golf Course which would be operated by Top Golf. The agreement would be negotiated by the City Manager and City Attorney and presented for review and potential approval by the City Council at a future date.

This description is inaccurate because it states that the ESCC was to direct staff regarding future action when, in fact, the ESCC contemplated and took immediate action to direct Mr. Carpenter to enter into negotiations with Centercal regarding a lease of The Lakes. While the Brown Act requirements for agenda item descriptions are quite lenient, this item just fails to describe the action taken by ESCC to immediately enter into a proposed lease. It’s just wrong. The significance of the misdescription is magnified by the fact that this was the only open discussion on the proposed lease and therefore, it was imperative that the ESCC accurately convey notice to the public of what ESCC intended to do. Without such clear notice, those members of the public who might well have attended the meeting to address a proposed decision immediately to proceed with lease negotiations were misled into believing that there would be adequate opportunities to do so later, at meetings of either the “City Committees,” the City Council or both. The ESCC failed its duties under the Brown Act and should be enjoined from proceeding further absent a material cure.
The El Segundo City Council has thirty days from receipt of this letter to provide me with an unconditional commitment to cease, desist from, and not repeat the practices noted above, compliant with Government Code Section 54960.2, subdivision (c). Its failure to do so will entitle me to file an action for declaratory judgment and injunctive relief and for attorney's fees and costs.

Respectfully,

[Signature]

Debra V. Geist  
(310) 489 7751  
citegeist@verizon.net
October 15, 2013

Via U.S. Mail

Tracy Sherrill Weaver
City Clerk
City of El Segundo
350 Main Street,
El Segundo, CA 90245

Hon. Bill Fisher, Mayor
Mr. Carl Jacobson, Mayor Pro Tem
Ms. Suzanne Fuentes
Mr. Dave Atkinson
Ms. Marie Felshauer

Re: Demand to Cease and Desist from Practices Violating the Ralph M. Brown Act

Mr. Fisher and Members of the El Segundo City Council:

This notice is to caution you that the El Segundo City Council (the “ESCC”) has violated the Ralph M. Brown Act (California Government Code Sec. 54050 et.seq.), which mandates open and publicized meetings of local government at which the public may be present and comment on relevant matters. ESCC is abusing the “safe harbor” provisions of Government Code Section 54956.8, which allow a limited exception to the general mandate of open meetings only “to grant authority to its negotiator regarding the price and terms of payment for... (a real property lease).” The specific violations are as follows:

1. Conducting Closed Sessions On The Proposed Lease of The Lakes Prior to a Public Hearing

On three separate occasions, June 19, 2012, June 25, 2012 and July 17, 2012, the ESCC conducted closed sessions for the stated purpose of discussions with Greg Carpenter, City Manager, concerning The Lakes, a municipal golf course owned by the City of El Segundo. Although the stated purpose of such meetings, as noted on the relevant Agendas, was “discussion with Real Property Negotiator”, ESCC had not yet conducted a public session as required by Government Code Section 54956.8 as follows:

However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies the real property...which the negotiations may concern and the person or persons with whom its negotiator may negotiate.

Additionally, the relevant Agendas fail to identify the persons or entities Mr. Carpenter would negotiate with. These meetings patently fall outside the “safe harbor” and are illegal.

2. Conducting Closed Sessions with Top Golf on Related Issues

On two separate occasions, February 5, 2013, February 19, 2013, the ESCC conducted closed sessions with Mr. Carpenter relating to Top Golf and Centercal Properties as “negotiating parties.” However, the proposed lease is with Centercal only. The City of El Segundo will have no contractual privity with Top Golf, who will sublet from Centercal to operate a golf entertainment business at The Lakes. ESCC was not negotiating a real property lease with Top Golf but rather consulting with Top Golf regarding lease issues. The Brown Act mandates that ESCC conduct any such consultations in public meeting because the “safe harbor” provision pertains only to the proposed lessee on price and terms of payment. Consultations with other parties on “related issues” or “background issues” are outside the scope of the exception. See, Shapiro v. City Council of San Diego, 96 Cal. App. 4th 904 (2002).

3. Conducting Serial Closed Sessions on Matters Outside Payment and Terms of Payment

On eight separate occasions, February 5, 2013, February 19, 2013, May 7, 2013, August 6, 2013, August 20, 2013, September 3, 2013, September 17, 2013, and October 1, 2013, the ESCC conducted closed
sessions with Mr. Carpenter relating to the lease with Centercal Properties as the negotiating party. The number of closed sessions alone is excessive and proves that the ESCC has trespassed beyond the "safe harbor" of price and terms of payment. This situation is analogous to Shapiro v. City Council of San Diego, 96 Cal. App. 4th 904 (2002), where the Court of Appeal held that the San Diego Council had violated the Brown Act in including discussion of a variety of "related issues" in a series of closed session held to consult with its agent in real property negotiations concerning a large redevelopment project to create a new baseball park. The Fourth District faulted the San Diego Council’s expansive interpretation of the "safe harbor" as follows:

We believe the City Council’s view that no detailed disclosures should be required before closed sessions may be held to discuss a complex overall real estate based transaction is inconsistent with the express statutory requirements of section 54946.8.

The Fourth District stressed that the “safe harbor” must be narrowly and not expansively construed as follows:

If we were to accept the City’s interpretation of the Brown Act in this respect, we would be turning the Brown Act on its head, by narrowly construing the open meeting requirements and broadly construing the statutory exceptions to it. That would be incorrect. We do not denigrate the important consideration of confidentiality in negotiations. However, we believe that in this case, the City Council is attempting to use the Brown Act as a shield against public disclosure of its consideration of important public policy issues, of the type that are inevitably raised whenever such a large public redevelopment real estate based transaction is contemplated. The important policy consideration of the Brown Act, however, must be enforced, even where particular transactions do not fit neatly within its statutory categories.

Id. at 924. Here, as in Shapiro, ESCC is using closed sessions to shield important development considerations from public view. The sheer number of closed sessions, in contrast to the single open session on the proposed lease, proves that ESCC is shirking its duty to conduct open sessions on matters of public interest that will substantially impact The Lakes’ future. Indeed, ESCC has disclosed relatively nothing in open sessions regarding its relationship with Centercal, Centercal’s relationship with Top Golf, proposed physical changes to the golf course, proposed physical changes to the driving range, price increases, public programs, changes to the liquor license and more. Members of the public are demanding to be heard on these issues but have been relegated to bystanders in a closed process zealously guarded by ESCC against its public responsibilities under the Brown Act.

4. Substantively Misleading Agenda Description

On August 21, 2012, the ESCC conducted a single public session on the proposed lease of The Lakes which generally describes the Agenda as a direction to staff as follows:

Consideration and possible action to direct staff to take steps necessary to seek input from various City Committees regarding a potential agreement with Centercal Properties, LLC for enhancing the driving range and dining facilities at The Lakes Golf Course which would be operated by Top Golf. The agreement would be negotiated by the City Manager and City Attorney and presented for review and potential approval by the City Council at a future date.

This description is inaccurate because it states that the ESCC was to direct staff regarding future action when, in fact, the ESCC contemplated and took immediate action to direct Mr. Carpenter to enter into negotiations with Centercal regarding a lease of The Lakes. While the Brown Act requirements for agenda item descriptions are quite lenient, this item just fails to describe the action taken by ESCC to immediately enter into a proposed lease. It’s just wrong. The significance of the misdescription is magnified by the fact that this was the only open discussion on the proposed lease and therefore, it was imperative that the ESCC accurately convey notice to the public of what ESCC intended to do. Without such clear notice, those members of the public who might well have attended the meeting to address a proposed decision immediately to proceed with lease negotiations were misled into believing that there would be adequate opportunities to do so later, at meetings of either the “City Committees,” the City Council or both. The ESCC failed its duties under the Brown Act and should be enjoined from proceeding further absent a material cure.
The El Segundo City Council has thirty days from receipt of this letter to provide me with an unconditional commitment to cease, desist from, and not repeat the practices noted above, compliant with Government Code Section 54960.2, subdivision (c). Its failure to do so will entitle me to file an action for declaratory judgment and injunctive relief and for attorney’s fees and costs.

Respectfully,

[Signature]

Debra V. Geist
(310) 489 7751
citgeistol@verizon.net
Exhibit B

Draft Response Letter
October 30, 2013

Debra V. Geist
121 16th St
Manhattan Beach, CA 90266

Re: Letter dated October 15, 2013

Dear Ms. Geist:

Thank you for your letter dated October 15, 2013 (received by the City on October 17, 2013). As you are aware, that letter (the “October 15th Letter”) alleges that the City Council violated the Ralph M. Brown Act and constitutes a “cease and desist” letter in accordance with Government Code § 54960.2.

Specifically, the October 15th letter accuses the City Council of violating the Brown Act on the following dates: June 19, 2012; June 25, 2012; July 17, 2012; August 21, 2012; February 5, 2013; February 19, 2013; May 7, 2013; August 6, 2013; August 20, 2013; September 3, 2013; September 17, 2013; and October 1, 2013. In sum, the October 15th letter alleges that the City Council’s actions relating to the municipal golf course known as “the Lakes” violated the Brown Act as follows: (1) failure to appoint real property negotiators in open session; (2) incorrect agenda descriptions as to closed session items; and (3) discussing items in closed session beyond the scope of statutory authority. In short, the City Council disagrees with the October 15th letter for several different reasons.

First, as to alleged violations occurring in 2012, these matters are time-barred pursuant to Government Code § 54960.2(a)(2). That section requires actions to be undertaken within nine months of the alleged violation.

Second, (as stated in the October 15th letter at p.2) the City Council (at the latest) did appoint real property negotiators in open session on August 21, 2012 pursuant to Agenda Item No. F9:

“Direct the City Manager and City Attorney to negotiate terms
of a [sic] agreement with Centercal Properties, LLC for a new TopGolf facility to be located at The Lakes in place of the existing driving range.”

Moreover, the City Manager was identified on every agenda as the property negotiator for these negotiations. The City Manager has general authority pursuant to El Segundo Municipal Code § 1-5A-7 to “exercise general supervision over all public buildings, public parks and all other public property which is under the control and jurisdiction of the city council.” The City Council believes this would include (at a minimum) initial negotiations regarding potentially leasing the Lakes. As previously noted, however, these matters are time barred in any event.

Third, as explained below, it is plain that the City Council’s considerations regarding the Lakes were (and are) quite public. Even a cursory glance at the City’s webpage, staff reports, and other public outreach documents demonstrate that the City Council sought (and continues to seek) public input regarding what should happen with the municipal golf course. Allegations, therefore, that the City Council was misleading or has somehow attempted to avoid transparency as to the Lakes matter cannot be reconciled with the City’s efforts at encouraging public discourse regarding this important matter.

As you know, the City Council is considering whether to lease a portion of the Lakes municipal golf course to a private company or companies. As part of this process, the City is engaged in an extensive public outreach program seeking public participation. Among other things, the City undertook the following actions:

- August 21, 2012: the City Council heard a presentation regarding the Lakes during open session and then directed the City Manager, or designee, to seek public input regarding a potential agreement with Centercal and Top Golf.

- August 29, 2012: the City Council’s Golf Course Subcommittee met in public to discuss the matter.

- September 13, 2012: City staff made a presentation to the El Segundo Chamber of Commerce.

- September 18, 2012: City staff met at the El Segundo Public Library with golf industry stakeholders.

- September 19, 2012: City staff made a presentation to the City's Recreation and Parks Commission during its regular meeting.

- September 25, 2012: City staff made a presentation to the Kiwanis Club.

- October 3, 2012: City staff provided a progress update to the City Council’s Golf Course Subcommittee.
• October 4, 2012: City staff made a presentation at the Rotary Club meeting.

• October 11, 2012: a presentation regarding the matter was made to the City’s Planning Commission during its regular meeting.

• October 11, 2012: City staff made a presentation to the City’s Economic Development Advisory Council.

• November 18, 2012: the El Segundo Chamber of Commerce voted to endorse/support the Top Golf matter.

• December 5, 2012: the City Council’s Golf Course Subcommittee reviewed the matter.

• December 19, 2012: the Recreation and Parks Commission reviewed the findings and analysis.

• Between October and November 2012, City staff met with most business oriented hotels within the City of El Segundo.

• The City posted the Powerpoint® presentation, draft schematics, and other matters on the City’s website (elsegundo.org/news/displaynews.asp?NewsId=1149&TargetID=1).

• The City has posted and (continues to post) all disclosable public communications regarding the Lakes matter on the City’s website (www.elsegundo.org/depts/cityclerk/documents.asp).

Such proactive actions are in addition to the multiple opportunities taken by interested citizens to provide public comment to the City Council during its regular meetings. This matter is also being extensively scrutinized by media coverage (see e.g., www.easyreadernews.com/74699/residents-assail-topgolf/; www.dailybreeze.com/20121105/local-golfers-balk-at-proposed-changes-to-the-lakes-in-el-segundo-course) and various social media outlets.

Based upon the foregoing, the City Council respectfully disagrees with the allegations set forth in the October 15th Letter as to purported violations of the Brown Act. Moreover, as you can see from the Due Diligence and Lease Agreement ("Agreement") that the Council will consider approving at its November 5, 2013 regular meeting, the alleged Brown Act violations set forth in the October 15th Letter are without merit. There are twelve specific conditions precedent that must be accomplished before a leasehold interest could be created. Accordingly, the City is not committed to entering into the draft Agreement since there are numerous issues that must be resolved in public meetings before the Planning Commission and City Council before any leasehold could be established. Such matters include review and potential approval of a conceptual plan for the golf course and the driving range improvements; review and potential approval of
a recommended action under the California Environmental Quality Act; review and potential approval of the land use entitlements that would be needed to allow for the uses contemplated by the draft Agreement; and many other items that identified in the draft Agreement.

However, in an abundance of caution, to avoid unnecessary litigation, and without admitting any violation of the Ralph M. Brown Act, the El Segundo City Council unconditionally commits that it will cease, desist from, and not repeat the actions challenged in the October 15th Letter and briefly described above.

Note that the El Segundo City Council may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as “Rescission of Brown Act Commitment.” You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to Government Code § 54960(a). That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

Very truly yours,

Bill Fisher,
Mayor