AGENDA DESCRIPTION:

Consideration and possible action to approve a revised Due Diligence and Ground Lease Agreement with ES CenterCal LLC ("ES CenterCal") to lease the driving range portion of The Lakes Golf Course for the purpose of developing the TopGolf facility consisting of a driving range, restaurant, bar and lounge and event facilities. CenterCal has requested two substantive revisions to the Agreement approved by the Council on September 15, 2015.

RECOMMENDED COUNCIL ACTION:

1. Consideration and possible action to approve a revised Due Diligence and Ground Lease Agreement with the substantive changes requested by CenterCal and allow for minor non-substantive changes approved as to form by the City Attorney; and/or,
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. September 15, 2015 Staff Report (without attachments)
   - Amount Budgeted: N/A
   - Additional Appropriation:
   - Account Number(s):

PREPARED BY: Mark Hensley, City Attorney
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

OVERVIEW OF ACTIONS TO BE CONSIDERED BY COUNCIL:

On September 15, 2015, the City Council approved a Due Diligence and Ground Lease Agreement ("Lease") with CenterCal to lease the driving range portion of The Lakes Golf Course for the purpose of developing a TopGolf facility consisting of a driving range, restaurant, bar and lounge, and event facilities. CenterCal is requesting two revisions to the Lease before it is finalized for execution.

The first revision requested by CenterCal relates to the adjustments to the Base Rent payments that are due under the Lease. CenterCal believes, and the City Manager concurs, that the draft Lease approved by the Council was erroneous with respect to Base Rent adjustments/increases. The draft Lease provides that there will be 2% Base Rent increase at the commencement of the 2nd through 5th years of the Lease and then the Base Rent would increase by 10% every 5 years thereafter commencing with the 6th year of the Lease. Thus, the 10% increases would occur at the beginning of the 6th year, 11th year, 16th year, etc. CenterCal and the City Manager believe that the intent was that the 2% annual increases would be implemented at the commencement of the 2nd through 6th years of the Lease and that the 10% adjustments would be implemented every 5 year thereafter commencing with the 11th year of the Lease. Thus, the 10% increase would be implemented at the beginning of the 11th year, 16th year, 21st year (if the Lease is extended), etc. Attached is a draft of the proposed revised language.

The other revision requested by CenterCal is a qualified extension to due diligence period set forth in the Lease. The Lease currently provides for a 12 month time frame for the parties to complete the
numerous due diligence conditions that have to be met before the CenterCal’s leasehold interest in the driving range becomes effective. CenterCal also has the option to extend this 12 month period by an additional sixty days. After further reviewing the timing of the City’s land use entitlement and environmental review processes, CenterCal is requesting that the 60 day extension period be revised to 150 days. CenterCal wants to make sure that it has sufficient time after the completion of the land use entitlement and environmental review process to finalize its construction drawings for the project. CenterCal’s concern is that there may not sufficient time to allow for the timely and orderly completion of the construction drawing under the timeframes set forth in the Lease previously approved by the Council. Thus, the outside timeframe for commencement of construction would be 17 months rather than 14 months.
AGENDA DESCRIPTION:
Consideration and possible action to approve a Due Diligence and Ground Lease Agreement and Reimbursement Agreement with ES CenterCal LLC ("ES CenterCal") to lease the driving range portion of The Lakes Golf Course for the purpose of developing the TopGolf facility consisting of a driving range, restaurant, bar and lounge and event facilities. (Fiscal Impact: See attached report from ProForma Advisors)

RECOMMENDED COUNCIL ACTION:
1. Consideration and possible action to approve and authorize the Mayor to execute the Due Diligence and Ground Lease Agreement subject to ES CenterCal entering into a reimbursement agreement with the City (see item 2);
2. Consideration and possible action to authorize the City Manager to enter into a Reimbursement Agreement that requires ES CenterCal to pay the costs and fees associated with the various due diligence and land use entitlement costs;
3. Consideration and possible action to authorize the City Manager to execute a Professional Service Agreement for CEQA review services related to the Due Diligence and Ground Lease Agreement approved as to form by the City Attorney in an amount not to exceed $257,500; and/or;
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Due Diligence and Ground Lease
2. Reimbursement Agreement for Environmental Review Services for the CenterCal/TopGolf Project
3. Pro Forma Advisors Financial Analysis with updated summary sheets

FISCAL IMPACT: See attached Pro Forma Advisors Report

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<td>Account Number(s):</td>
<td>Developer Reimbursed Trust Fund to be established for this Project</td>
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PREPARED BY: Mark Hensley, City Attorney
REVIEWED BY: 
APPROVED BY: Greg Carpenter, City Manager

OVERVIEW OF ACTIONS TO BE CONSIDERED BY COUNCIL:
In November 2013 and March 2014, the City Council approved a proposed Due Diligence and Ground Lease Agreement by and between the City of El Segundo and ES CenterCal, LLC ("Lease") to lease the driving range portion of The Lakes Golf Course for the purpose of developing a TopGolf facility consisting of a driving range, restaurant, bar and lounge, and event facilities. The Lease was not executed by CenterCal. There have been some significant changes to the Lease that are explained in detail below. Thus, the amended lease is being presented to the Council for review and
potential approval.

The City and ES CenterCal have also negotiated a reimbursement agreement to cover the costs of various conditions precedent to the Lease (for example, financial review of the Guarantors, negotiations with Southern California Edison and Chevron, California Environmental Quality Act review, preparation of land use entitlement documents, etc.). Staff is seeking Council approval of the attached Reimbursement Agreement which estimates that the total costs of processing the conditions precedents at $367,500. ES CenterCal, LLC has requested a ‘Not to Exceed’ clause within the Reimbursement Agreement. Should the processing costs and fees exceed the agreed upon amount, the reimbursement agreement provides that the City will cease processing the conditions precedent unless and until ES CenterCal agrees to pay amounts in excess of the currently estimated costs.

Finally, staff is seeking Council approval to enter into a contract for preparation of the necessary environmental review for the Lease pursuant to the California Environmental Quality Act (CEQA). The total estimated costs for environmental review services include $257,500 for an environmental review consultant (of which $75,000 was included for traffic engineering and parking analysis costs).

OVERVIEW OF LEASE AND CHANGES SINCE MARCH 2014 AGREEMENT APPROVED BY THE COUNCIL

TopGolf has numerous facilities throughout the United States and feature driving ranges that have electronic chips built into the golf balls that are hit at targets on the driving range which is tracked on a computer at each driving range bay. This allows for keeping track of a person’s accuracy or for competitive play amongst players. TopGolf facilities also include full service restaurants and bars for serving people within designated restaurant area and to those utilizing the driving range. TopGolf facilities also have banquet facilities.

The Due Diligence and Ground Lease Agreement (“Agreement”) between the City of El Segundo and ES CenterCal provides for the potential reconstruction of the Lake’s golf course and lease of the driving range for purposes of having it operated as a TopGolf facility. The golf course’s reconstruction is necessary due to the increased size of the proposed driving range facility necessary for TopGolf’s operations.

It is important to note that if the Council approves the Agreement, it does not mean that the TopGolf project has been approved or that there is a lease in existence between the City and CenterCal. As will be discussed in some length below, there are numerous conditions that have to be satisfied and discretionary approvals that the City Council will have to review and either approve or deny at a public hearing to be held in the future. In short, this is just the first step in a relatively lengthy and complex process.

Use, Term and Rent

The Agreement provides that portion of the property that may be leased to CenterCal and then subleased to TopGolf may only be used for a driving range and related clubhouse with restaurant, bar, lounge and event space. The initial term of the lease is twenty years with the potential of CenterCal/Top Golf exercising up to six options to extend the lease by 5 years for each option if Top Golf is in compliance.
with the Agreement at the time the options can be exercised. Thus, the agreement could be in place for 50 years.

If the lease portion of the Agreement becomes effective and during the construction period of the Agreement, CenterCal is required to pay the City $18,000 per month. Once the TopGolf facility is open for business and the golf course reconstruction is completed then the fixed rent is $525,000 per year. This is an increase of $100,000 a year in fixed rent payments from the March 2014 draft Agreement. This amount will be adjusted by 2% per year for the second through 5th year of the operation of the TopGolf facility and then by 10% for each five year period thereafter. In addition to the fixed rent, commencing with third year of TopGolf’s operation, CenterCal is required to pay the City an annual variable rent payment that is equal to 3% of TopGolf’s gross revenues for beverage sales. This variable rent payment was not part of the March 2014 draft Agreement.

**Golf Course Lighting**

In addition to the increased fixed rent and inclusion of the variable rent since the March 2014 draft Agreement, CenterCal has also agreed to pay $400,000 towards installing lights on the golf course. The money will be placed in an interest bearing escrow account and if the City does not use the funds within five years, they will be returned to CenterCal.

**Due Diligence**

The due diligence portion of the Agreement is anticipated to take approximately 12 months to complete and unless and until all of the due diligence conditions are completed, the lease does not become effective. The due diligence conditions are:

1. CenterCal must file an application with the City within 90 days for purposes of the City beginning to process the land use entitlements and conduct the California Environmental Quality Act (“CEQA”) review for the proposed TopGolf facility and the reconstruction of the golf course. CenterCal will need a General Plan Amendment, alcohol permit and CEQA approval, and other permits and approvals, that will be the subject of public hearings before the Planning Commission and City Council which is estimated to be approximately 10 months from the date the agreement is executed. The Council may approve or disapprove of these matters at the public hearing so CenterCal has no guarantee that it will ever gain a leasehold interest in the property and be able to operate a TopGolf facility on the property. This is a very important point as while some members of the Council may like the idea of the potential project, the Council needs to consider the CEQA (traffic, air quality, noise, etc., impacts on the environment) and the land use entitlements and all studies related to such before it can make a decision on the proposed project. The initial portion of the Agreement only provides for the due diligence activities to commence.

2. CenterCal must prepare final building plans for the TopGolf facilities and the golf course reconstruction. The plans for the golf course must conform with the requirements of Exhibit D to the Agreement that require among that a golf shop, starter desk, restrooms, management office, café/bar, outdoor patio seating area, and a nine hole golf course, and other improvements. The golf course must have the same or better degree of play difficulty as the current golf course, a safety rating that is as good or better than the existing course, two Par 4 holes, and the course must maintain the total current play yardage as that which exists at the course currently.
3. TopGolf must have entered into construction contracts to build the TopGolf facility and golf course facilities.

4. TopGolf must execute a sub-lease with CenterCal that requires that TopGolf operate a TopGolf facility on the property for at least seven years.

5. TopGolf must have received approval from Chevron that permits it to operate a TopGolf facility on the property. While the City does not necessarily agree that this is necessary, TopGolf will not move forward with the project without this approval. Chevron's approval cannot affect the City's current rights and obligations regarding Chevron or otherwise burden the land in the future.

6. The Southern California Edison ("SCE") license agreement between SCE and the City must be extended to the satisfaction of both the City and TopGolf. The license agreement allows the City to use the area of land that is adjacent to or under the SCE power lines on the property. The license agreement will expire in 2021 and given the length of the potential lease in the Agreement, it is desirable to get a long term extension to the license agreement. It is unknown at this time how long of an extension SCE may be willing to give the City.

7. There are conditions relating to guaranties that the City is requiring from the parent companies of CenterCal and TopGolf as well as subsidiary of TopGolf. CenterCal is responsible for paying for and constructing the golf course improvements while TopGolf is responsible for paying for and constructing the TopGolf driving range and related improvements. The TopGolf subsidiary is responsible for guarantying that the facility is operated as a TopGolf facility for a seven year period as well as all rent payments and other lessee and TopGolf obligations during this period. The Agreement and lease and sublease are with subsidiaries of the parent companies and the City needs to ensure that the improvements are completed or that the golf course and driving range are returned to their current condition if for some reason the deal falls apart in the future. The City is most at risk with respect to having its current improvements on the property demolished and not having the golf course and TopGolf improvements completed. Thus, the City is requiring the parent companies to guaranty that the improvements are completed or that the golf course and driving range are returned to their current condition. The two conditions related to the guaranties are that the City must determine, in its sole discretion, that the parent companies are sufficiently capitalized and that the guaranties are properly executed and delivered to the City. The City is still reviewing the subsidiary guaranty and there may be some revisions made to that particular guaranty prior to Tuesday, September 15, 2015 Council Meeting.

8. CenterCal Golf must have executed an irrevocable license that provides the City with sufficient parking for the golf course users as the lease provides that TopGolf will lease and maintain the parking lot. The agreement provides that 70 spaces must be available for such use and 30 of the 70 spaces be marked for exclusive use for the golf course. It is noted in the Agreement that until the parking studies are completed that these parking numbers are estimates and that the numbers may change.

There are additional conditions that must be met such as TopGolf finding that it can obtain adequate title to the property and that the condition of the soils on the property are suitable for its purposes of constructing the improvements. The City and TopGolf must agree on the underlying value of the land in the event that in the future some third-party condemns the property so that proceeds of the condemnation can be appropriately apportioned between the City and TopGolf. Finally, in the event that all of the due diligence conditions are satisfied, TopGolf has to issue a written statement to the City that it is going to proceed with the project.
The Agreement provides that the due diligence period will be twelve months but can be extended for an additional sixty days by TopGolf. TopGolf is required to enter into a separate agreement with the City to pay for all of the staff, consultant, legal fees, and costs associated with the due diligence requirements.

Operation of the Top Golf Facilities

TopGolf is required to have the bottom level of the driving range open for business seven days a week from 6:00 a.m. until 9:00 p.m. and the rest of its facilities from 8:00 a.m. until 9:00 p.m. seven a week except on holidays. Following the expiration of TopGolf’s commitment to be the operator of the facilities, TopGolf may close for up to two years while it finds another operator so long as it is paying rent and otherwise complies with the terms of the Agreement. The City has the right to operate the TopGolf facilities during any such closure period and the rent during such time will be reduced by the amount of net revenue being derived by the City during such operation.

TopGolf is required to provide a 10% discount to City residents that have a City recreation card. This discount is addition to all other discounts offered by TopGolf including a 20% discount for senior citizens and active military personnel.

During the hours of 6:00 a.m. to noon on Monday through Friday and 6:00 a.m. to 9:00 a.m. on Saturday and Sunday, TopGolf must charge driving range fees to El Segundo residents (with City recreation cards) that are consistent with fees charged by other driving ranges open to the public. This provision has been changed from the March 2014 draft Agreement as the prior draft provided for the discount for all patrons from 6:00 a.m. to 9:00 a.m. everyday. Based upon the Council’s direction, this change was made to include only El Segundo residents and extend the time period for discounted driving range fees.

TopGolf must also offer discounted monthly user access cards for frequent users similar to those provided at its other facilities, promote youth and junior golf programs such “Good Swings Happen,” employ golf professionals including those currently providing services at the driving range including employing two during the time period that the facilities are being constructed, use commercially reasonable efforts to include a practice putting element as part of its facilities, and allow junior high school and high school players from El Segundo and Manhattan Beach to use the portion of the facilities used as a driving range from 2:30 p.m. until 5:00 p.m. at no charge when such is a formal practice event and a rate commensurate with surrounding public driving ranges when they are practicing at other times. The provisions re junior golf and employment of golf professionals were tightened up since the March 2014 draft Agreement such that it makes it much more likely that TopGolf will continue these programs as they exist today.

Insurance and Indemnity

The March 2014 draft Agreement provided that TopGolf would maintain $1 million insurance during the due diligence period and $3 million thereafter. Based upon the City Attorney’s experience over the past couple of years of seeing increased verdict and settlement amounts, the City Attorney recommended increasing these amounts to $2 million and $5 million respectively, which CenterCal has agreed to. TopGolf is required to defend, indemnify hold the City harmless for claims resulting from TopGolf’s use of the property unless such is the result of the City’s actions in which event the City is
required to defend, indemnify and hold TopGolf harmless.

Assignment and Sublease

The Agreement provides and requires that CenterCal sublease the property to TopGolf for at least a seven year period. Following this seven year period, or if there is a default by TopGolf, CenterCal does have the right to sublease the property to another operator with the City’s consent which the City can withhold if the sublessee does not have sufficient experience or financial strength.

Mortgage of the Leasehold Interest

TopGolf does have the authority to take out a mortgage against the leasehold interest which may be done for purposes of financing the improvements on the property. If TopGolf were to default on the mortgage, so long as rents are kept current and the other provisions of the Agreement are honored the lender has the right to essentially step into TopGolf’s shoes and operate the driving range in accordance with terms of the agreement or enter into an identical lease with the City.

City’s Right to Audit

The City has the right to audit TopGolf for purposes of determining whether the City has been paid the proper amount for TopGolf’s gross revenues from beverage sales. In the event that the audit shows that the City has been underpaid by 3% or more then TopGolf must pay the City the difference between what TopGolf paid and what it should have paid the City, the cost of the audit, and a 4% penalty on the underpaid amount.

Taxes

TopGolf is responsible for payment of all taxes associated with its use and operation of the property. Additionally, TopGolf has agreed that it will not be entitled to the offset its City’s business license tax liability by the amount of sales tax it generates for the City which is an offset that is available to other businesses in the City.
AGENDA DESCRIPTION:
Consideration and possible action to open the recruitment process for the positions on the Committees, Commissions and Boards ("CCBs") that expires in the year 2016. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Direct staff to open the recruitment process for the positions on the CCBs, as listed;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
CCB Listing of the year 2016 vacancies on Committees, Commission and Boards and Background Information

FISCAL IMPACT: Included in Adopted Budget
- Amount Budgeted: $ None
- Additional Appropriation: N/A
- Account Number(s):

ORIGINATED BY: Mishia Jennings, Executive Assistant
REVIEWED BY:
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Pursuant to Government Code §54972, attached is the Local Appointment List of the positions on Committee, Commissions and Boards that will expire in the year 2016.

Application forms, the anticipated vacancies in the year 2016 and the background information list are posted on the City’s website at www elsegundo.org or may be obtained from the Council Office at City Hall or, upon request, will be mailed to interested persons.

To apply to any CCB, potential candidates should contact City Hall at 310-524-2302, for an application. The deadline for filing applications is 48 hours prior to the posted interview date. Interviews of candidates are set by the City Council when a sufficient number of candidates have applied to a position.
CITY OF EL SEGUNDO
LOCAL APPOINTMENTS LIST
(COMMISSIONS, COMMITTEES, AND BOARDS)
Positions to Open in Year 2016 Posted pursuant to Govt Code § 54972
TO APPLY, CONTACT CITY HALL ADMINISTRATION, 310-524-2302

TERM EXPIRES/OPENINGS

MAY
RECREATION & PARKS COMMISSION: (4 Yr Term – No Term Limit - All Residents)

   Robert Motta (apptd 5/15/12 to 3rd full 4-yr term) 05/30/16

JUNE
ENVIRONMENTAL COMMITTEE: (4 Yr Term – No Term Limit – 2 Residents/2 Business Person/1ESUSD)

   Larry Klingaman (apptd 09/18/112 to 1st full term) 06/30/16

LIBRARY BOARD OF TRUSTEES: (3Yr Term – Max. 2 Term Limit - All Residents)

   Kevin Smith (apptd 7/16/13 to 2nd full term) 06/30/16
   Vacant 06/30/16

PLANNING COMMISSION: (4 Yr Term – No Term Limitation) (All Residents)

   Brenda Newman (re-apptd 05/15/12 to 1st full term) 06/30/16
   Ryan Baldino (re-apptd 05/12/12 to 2nd full term) 06/30/16

SENIOR CITIZEN HOUSING CORPORATION BOARD: (4 Yr Term – No Term Limit - All Residents)

   Martin Stone (appted 07/17/121 to 1st full term) 06/30/16
   James deCordova (appted to 07/07/12 to 1st full term) 06/30/16

OCTOBER
EL SEGUNDO COMMUNITY CABLE ADVISORY COMMITTEE: (4 Yr Term – No Term Limit - All Residents)

   Two positions currently vacant

NOVEMBER
CAPITAL IMPROVEMENT PROGRAM ADVISORY COMMITTEE: (4 Yr Term – No Term Limit – 2
Business/3 Residents)

   Jerome Scott (apptd 06/15/15 to a partial term) 11/30/16

The ECONOMIC DEVELOPMENT ADVISORY COUNCIL does not have term expirations, but from time to
time, due to resignations of members, candidates will be asked to apply.

Council Approval: 12/15/15
Posted:
By: M. Jennings

THIS LIST IS TO REMAIN POSTED ALL YEAR -- DO NOT REMOVE
### CITY OF EL SEGUNDO
### WARRANTS TOTALS BY FUND

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**Total Warrants:** $544,951.39

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**STATE OF CALIFORNIA**
**COUNTY OF LOS ANGELES**

Information on actual expenditures is available in the Director of Finance's 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/urgent 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, inmate care 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:**

**CITY MANAGER:**

**DATE:** 12-7-15  **DATE:** 12-8-15
CITY OF EL SEGUNDO  
PAYMENTS BY WIRE TRANSFER  
11/16/15 THROUGH 11/29/15

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982,284.20

DATE OF RATIFICATION: 12/3/15  
TOTAL PAYMENTS BY WIRE: 982,284.20

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II  
Date 12/3/15

Director of Finance  
Date 12-1-15

City Manager  
Date 12-8-15

Information on actual expenditures is available in the City Treasurer’s Office of the City of El Segundo.
BILL FOR COLLECTION

INTEREST, PENALTY AND ADMINISTRATIVE CHARGES WILL BE ASSESSED ON DELINQUENT ACCOUNTS.

AGREEMENT NO.: 
DATE OF BILL: 10/22/2015
BILL NUMBER: WP16DLSAIP003

CUSTOMER NO.: WP-EL SEGUNDO CALIFORNIA CITY

DEPARTMENT, ESTABLISHMENT, BUREAU, OR OFFICE
FEDERAL AVIATION ADMIN
AFM-1
FEDERAL AVIATION ADMINISTRATION
800 INDEPENDENCE AVE SW
WASHINGTON, DC 20591

PLEASE CONTACT: JANEEN WADE
405-954-1814

BILL TO:
EL SEGUNDO CALIFORNIA CITY OF
350 MAIN ST
EL SEGUNDO, CA 90245-3813

DESC OF CHARGES: GRANTEE SUBMITTED A CREDIT MEMO IN THE AMOUNT OF $147,621.00 ON CREDIT INVOICE NUMBER CREDIT MEMO 14 ENTERED 09/21/15 THROUGH DELPHI INVOICING SYSTEM. INVOICES TO OFFSET THE CREDIT AMOUNT HAVE NOT BEEN SUBMITTED AS OF 10/22/15

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DATE PAYMENT DUE: 11/21/2015

TOTAL $147,621.00

MAKE CHECK PAYABLE TO: FEDERAL AVIATION ADMINISTRATION
FAA, MIKE MONROEY AERO. CENTER, AMR-322
P.O. BOX 25770
OKLAHOMA CITY, OK 73125-4915

FOR PAYMENT VIA ELECTRONIC TRANSFER:

Federal Reserve Wire (FEDWIRE)
Receiver ABA Number: FW021030004
Bank & Account Number: TREAS NYC/CTR/BNF/69001104
*Please include Customer Name, Invoice Number & Customer Number

** RETURN ONE COPY OF THIS BILL WITH REMITTANCE TO ABOVE ADDRESS **
Airport District Office  
c/o Mr. George Buley  
Federal Aviation Administration  
FAA Los Angeles Airport District Office  
LAX-600.8  
PO Box 92007  
Los Angeles, CA 90009  

Dear Mr. Buley:  

This letter constitutes the City’s fourth “credit memo” proposal for open grant 3-06-0139-065-2011 to credit $147,621 for expenditures overbilled to the grant in July 2014. This amount reflects $8,892 for administrative expenditures and $138,729 for construction related expenditures.  

As recommended by Robin Hunt, we looked at the number of total homes treated since July 2014 and determined how many were AIP eligible (“green” homes) vs. how many were eligible solely for LAWA funding (aka “yellow” homes). This provided a basis for a cost allocation schedule. We did exactly that. As stated in the credit memo, there were 402 homes treated since July 2014 (Groups 51 – 61, 63 – 65, and 67 – 68) and 160 of them were “yellow” homes. By that method, 40% of the administrative costs are attributed to LAWA-only funded homes. Therefore, of the $27,789 in administrative costs charged to FAA Grant –65 for July 2014, 40% were attributed to LAWA-only funded homes. As FAA originally reimbursed the City for 80% of that amount, the credit was calculated to be 80% of 40% of the $27,789. This is the formula we discussed on August 31st and agreed to by Dave Cushing and Robin Hunt.  

Administrative expenditure credit: $8,892 represents 80% (the percentage of the expenditures originally billed to the FAA grant) of 40% (the percentage equivalent of 160 of the 402 homes treated in Groups 51 – 61, 63 – 65 and 67 – 68 eligible only for Los Angeles World Airports, or “LAWA,” funding) of the administrative expense originally billed to FAA under Partial Payment Request Number fourteen. $27,789 is 2/3 of $41,683.03 expenditures incurred in July 2014, as it was estimated that 1/3 of the administrative work was related to homes to be funded under AIP grant 3-06-0139-074-2013.  

$27,789.00 x 0.4 x 0.8 = $8,892.48 and rounded to $8,892  

333 Main Street, Unit A El Segundo, California 90245-3814  
Phone (310) 524-2352  FAX (310) 662-4052  

17 September 2015
Expenditure Detail Report

CITY OF EL SEGUNDO
06/01/2014 through 06/30/2014

116 RESIDENTIAL SOUND INSULATION PROG. FUND
400 EXPENDITURES

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<th>Account Number</th>
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## Expenditure Detail Report

**CITY OF EL SEGUNDO**  
07/01/2014 through 07/31/2014

### RESIDENTIAL SOUND INSULATION PROG. FUND

#### EXPENDITURES

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Check # 3001737

Balance: 1,159,552.00

-1,540,391.20

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X .9 (to account for 10% retention) $36,720.00

Green Homes subtotal $20,520.00
10% retention $(2,052.00)
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Yellow Homes subtotal $20,280.00
10% retention $(2,028.00)
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X .9 (to account for 10% retention)

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Yellow Homes subtotal
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9/17/2015 9:56 AM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 17, 2015 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 5:00 PM

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Jacobson - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present at 5:05 PM
Council Member Dugan - Present

Mayor Fuentes announced that Council would be meeting in closed session pursuant to the items listed on the Agenda.

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) None

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)(1): -2- matter

1. City of El Segundo vs. City of Los Angeles, et.al. LASC Case No. BS094279
2. Penuelas vs. City of El Segundo, LASC Case No. BC523072

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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


DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -0- matter
APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957): -0- matter

PUBLIC EMPLOYMENT (Gov't Code § 54957) -0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -8- matters

1. Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory and Professional Employees Association; City Employees Association; Executive Management Group (Unrepresented Group); Management/Confidential Group (Unrepresented Group)

   Agency Designated Representative: Steve Filarisky and City Manager

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 17, 2015 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 7:03 PM

INVOCATION – Pastor Eric Jay, St. John’s Lutheran Church

PLEDGE OF ALLEGIANCE – Council Member Fellhauer

PRESENTATIONS –

a) Presentation by Mayor Fuentes announcing El Segundo as the winner of the 2015 EDDY award by LAEDC for the Most Business Friendly City.

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Jacobson - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present
Council Member Dugan - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Olga Beale, resident, commented on item #F12, tree removal near Library Park.
Dora Polk, resident, commented on item #F12, tree removal near Library Park.
Julie Stolnak, resident, commented on the ongoing labor negotiations with the Police Officers Association.
Mike Robbins, resident, commented on the ongoing labor negotiations with the Police Officers’ Association.
Ryan Baldino, resident, expressed gratitude to the Council and supports their efforts concerning the ongoing labor negotiations with the Police Officers’ Association.

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.

MOTION by Council Member Fellhauer, SECONDED by Mayor Pro Tem Jacobson to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
F. NEW BUSINESS – Moved forward on the Agenda

12. Discussion and possible action regarding the pending sidewalk/curb repairs and tree removal plans for the 100 block of West Palm Avenue adjacent to Library Park.
   (Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Meredith Petit, Recreation and Parks Director and Stephanie Katsouleas, Public Works Director, gave brief presentations.

Council Discussion

MOTION by Council Member Atkinson, SECONDED by Council Member Fellhauer to approve the plan to remove one camphor tree, preserve four camphor trees, repair the south curbing, and design a meandering sidewalk through portions of Library Park.
MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0 Dugan abstained

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to open a public hearing and receive testimony regarding the El Segundo South Campus Specific Plan Project (ESSCSP) for property generally located at 2000 to 2100 El Segundo Boulevard owned by the Raytheon Company.
   (Fiscal Impact: If approved, the project would provide $3,000,000 in direct payment revenue; up to $1,071,228 in direct payment revenue related to development fee per square foot; an estimated $11,893,000 roadway infrastructure; $75,000 for bicycle parking; and potentially $375,000 for wastewater infrastructure improvements).

Mayor Fuentes stated this was the time and place to conduct a public hearing regarding the El Segundo South Campus Specific Plan Project (ESSCSP) for property generally located at 2000 to 2100 El Segundo Boulevard owned by the Raytheon Company.

City Clerk Weaver stated that proper notice had been given in a timely manner and that written communication had not been received in the City Clerk's office.

Mayor Fuentes opened the Public Hearing.
Greg Carpenter, City Manager, introduced the item.

Sam Lee, Director of Planning and Building Safety Director, introduced the project and the project team.

Masa Alkire, Program Planner, gave a presentation.
Bob Matson, Vice President, Transportation Planning at RBF Consulting, A Company of Michael Baker Corporation, gave a presentation.

Recessed at 8:33 PM

Reconvened at 8:43 PM

Masa Alkire, Program Planner, presented.

Sam Lee, Director of Planning and Building Safety Director, concluded and summarized the presentation.

Mayor Fuentes announced the Public Hearing is now open for public comment.

Scott Possa, Raytheon (Applicant), gave a presentation.

Warren Flynn, Director of Systems Engineering for Raytheon (Applicant), gave a presentation.

Ryan Baldino, resident and Planning Commissioner, spoke concerning the Raytheon project.

Mike Robbins, resident, spoke concerning the Raytheon project.

Julie Stolnak, resident, spoke concerning the Raytheon project and possible green space to the City.

Council Discussion

Staff and Applicant answered Councils’ questions.

Council Consensus to continue item #B1 to the December, 1, 2015 City Council Meeting.

C. UNFINISHED BUSINESS

2. Consideration and possible action to receive and file this report regarding the Public Works Department emergency preparedness plan for the anticipated 2015/16 El Nino storm events.
   (Fiscal Impact: None)

   Council Consensus to move item #C2 to the December 1, 2015 City Council Meeting.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS
3. Consideration of request by the Community Cable Advisory Committee for possible action to adopt a Resolution establishing policies regarding the use of City Cable TV broadcast facilities for the production, broadcast and distribution of Candidate Video Statements for use during local elections. 
(Fiscal Impact: None)

ITEM PULLED BY STAFF TO BE BROUGHT BACK TO A FUTURE CITY COUNCIL MEETING.

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.

4. Warrant Numbers 3008396 through 3008591 on Register No. 3 in the total amount of $632,424.54 and Wire Transfers from 10/19/2015 through 11/1/2015 in the total amount of $843,157.60. 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.


6. Receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code (“ESMC”) §§ 1-7-12 and 1-7A-4. 
(Fiscal Impact: $50,000.00)

7. Approve energy efficiency products from Southern California Edison’s Direct Install Program and installation of energy efficient replacement equipment at City facilities and authorize the City Manager to execute the Southern California Edison Direct Install Program Agreements, 4941A, 4941B, 4941C, 4941D. Fiscal Impact: N/A) **PLEASE SEE EMAIL ATTACHED UPDATING ITEM**

8. Waive second reading and adopt Ordinance No. 1511 approving Environmental Assessment No. EA-1122 to modify Condition No. 5L regarding fencing requirements for the Plaza El Segundo and The Point development project. 
Applicant: Street Retail Inc. 
Fiscal Impact: None)
9. Adopt Resolution No. 4940 approving plans and specifications for the Hilltop Park Playground Improvement, Project No. PW 16-05, and waive the bidding process for the purchase of playground equipment from GameTime as stipulated in the grant requirements.
Fiscal Impact: Estimated at $243,000.00)

10. Approve the proposed Class Specifications for the classifications of Code Compliance Inspector, Information Systems Developer, Residential Sound Insulation (RSI) Supervisor (At-Will), Records Technician, and Budget and Payroll Supervisor, introduce and waive the first reading of Ordinance No. 1513, adopt Resolution No. 4941 establishing the Basic Monthly Salary Ranges for the job classifications of Code Compliance Inspector, Information Systems Developer, Residential Sound Insulation (RSI) Supervisor (At-Will), and Budget and Payroll Supervisor, adopt Resolution No. 4942 establishing the Hourly Pay Rate for the part-time classification of Records Technician and approve the Examination Plans for Code Compliance Inspector, Information Systems Developer, and Budget and Payroll Supervisor.
(Fiscal Impact: $373,700.00)

11. Adopt Resolution No. 4943 and Resolution No. 4944 updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Fire Fighters’ Association and the El Segundo Police Support Services Employees’ Association.
(Fiscal Impact: None- Included in the Adopted Budget)

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to approve Consent Agenda items 4, 5, 6, 7, 8, 9, 10, and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

12. (ITEM MOVED FORWARD ON AGENDA) Discussion and possible action regarding the pending sidewalk/curb repairs and tree removal plans for the 100 block of West Palm Avenue adjacent to Library Park.
(Fiscal Impact: None)

G. REPORTS – CITY MANAGER – Thanked the staff for a job well done on both the EDDY Award and the Raytheon project.

H. REPORTS – CITY ATTORNEY - None

I. REPORTS – CITY CLERK
13. Consideration and possible action regarding adoption of resolutions 1) calling for a General Municipal Election, 2) requesting Los Angeles County provide election services, and 3) establishing requirements for candidate statements and entering into an agreement with Martin & Chapman Co. for the April 12, 2016 General Municipal Election.
(Fiscal Impact: $53,000.00)

Tracy Weaver, City Clerk, presented the item.

Council Discussion

MOTION by Council Member Dugan, SECONDED by Council Member Fellhauer to adopt Resolution No. 4945, Resolution No. 4946 and Resolution No. 4947 related to the General Municipal Election and authorize the City Manager to enter into an agreement, no. 4946, with Martin & Chapman Co. for $53,000.00, in a form approved by the City Attorney. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

J. REPORTS – CITY TREASURER – Not present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer – None

Council Member Atkinson – Attended Super CPR Saturday

Council Member Dugan – Mentioned the ESHS Water Polo team is going to CIF and the Mira Costa Girls Golf Team won CIF State Championship.

Mayor Pro Tem Jacobson – None

Mayor Fuentes – Mentioned the City email’s system has been down for a few days and answered a residents question concerning Labor negotiations.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Ryan Baldino, resident, invited everyone to attend ED!’s “Ladies Night Out” on Thursday, November 19, 2015.

MEMORIALS – None

ADJOURNMENT at 10:45 PM

Tracy Weaver, City Clerk
Dear City Council,

Tuesday night you approved a consent item for the SCE Direct Install program, which will provide the City with up to $10,000 in energy efficiency upgrades at each qualifying location. The upgrades include new lamps/ballasts, surge protectors, etc. but not occupancy sensors, which have already been installed at most facilities. The staff report specifically called out four locations, but there are now actually 10 qualifying locations. SCE was still conducting audits this week to confirm those additional locations and hence they were not identified in the staff report approved Tuesday night. I just wanted to make you aware of the additional $70,000 in lighting upgrades we'll be getting. Because SCE requires that the work be completed by November 30th, there was not time to bring another item back to council for approval. Nevertheless we are excited to be receiving these funds and upgrades, and the associated reduction in energy costs we expect to realize after the installs are completed. Below is the complete list of locations. Please let me know if you have any questions or concerns.

1. Camp Eucalyptus
2. Campus El Segundo
3. Joslyn Senior Center
4. Library
5. Public Works Yard
6. Teen Center
7. The Clubhouse
8. The Lakes -Pro Shop
9. The Plunge
10. Water Yard

Greg
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, DECEMBER 1, 2015 – 5:00 PM  

5:00 P.M. SESSION  

CALL TO ORDER  

ROLL CALL  

Mayor Fuentes - Present  
Mayor Pro Tem Jacobson - Present  
Council Member Atkinson - Present  
Council Member Fellhauer - Present  
Council Member Dugan - Present  

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) None  

SPECIAL ORDER OF BUSINESS:  

1. Consideration and possible action to appoint the City Attorney as the labor negotiator with regard to the City Manager’s employment agreement.  

MOTION by Mayor Pro Tem Jacobson, SECONDED by Council Member Atkinson to appoint the City Manager as the labor negotiator with regard to the City Manager’s employment agreement. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0  

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)(1): -2- matter  

1. City of El Segundo vs. City of Los Angeles, et.al. LASC Case No. BS094279  
2. Penuelas vs. City of El Segundo, LASC Case No. BC523072  

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  

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

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

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957): -0- matter

PUBLIC EMPLOYMENT (Gov’t Code § 54957) -0- matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -9- matters

1. Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory and Professional Employees Association; City Employees Association; Executive Management Group (Unrepresented Group); Management/Confidential Group (Unrepresented Group)

   Agency Designated Representative: Steve Filarsky and City Manager

2. Unrepresented Employee: City Manager

   Agency Designated Representative: City Attorney

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -0- matters

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 1, 2015 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Tracy Weaver, City Clerk

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Jacobson

PRESENTATIONS

a) Proclamation read by Council Member Atkinson and presented to Jennifer and Bob Turnbull for Candy Cane Lane Opening, December 12, 2015.

b) Proclamation read by Mayor Fuentes and presented to Linda Briese for the 52nd Annual El Segundo Holiday Parade, December 13, 2015.

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Jacobson - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present
Council Member Dugan - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Corrie Chitlik, Member of the Environmental Committee, recommends passing item #E13.

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.

MOTION by Mayor Pro Tem Jacobson, SECONDED by Council Member Fellhauer 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 adopt an Urgency Ordinance and a non-urgency Ordinance deleting El Segundo Municipal Code ("ESMC") Chapter 10-2 regarding Water Conservation in Landscaping; adding a new ESMC Chapter 15-15A regarding Water Conservation in Landscaping; amending ESMC § 15-1-6 to add new definitions for types of landscaping and artificial turf; amending ESMC § 15-2-14 regarding landscaping and artificial turf requirements; and amending certain landscaping sections in all Zoning Districts in ESMC Title 15. (Fiscal Impact: None) Applicant: City of El Segundo.

Mayor Fuentes stated this was the time and place to conduct a public hearing regarding adopting an Urgency Ordinance and a non-urgency Ordinance deleting El Segundo Municipal Code ("ESMC") Chapter 10-2 regarding Water Conservation in Landscaping; adding a new ESMC Chapter 15-15A regarding Water Conservation in Landscaping; amending ESMC § 15-1-6 to add new definitions for types of landscaping and artificial turf; amending ESMC §15-2-14 regarding landscaping and artificial turf requirements; and amending certain landscaping sections in all Zoning Districts in ESMC Title 15.

City Clerk Weaver stated that proper notice had been given in a timely manner and that written communication had not been received in the City Clerk’s office.

Mayor Fuentes opened the Public Hearing.

Greg Carpenter, City Manager, introduced the item.

Sam Lee, Director of Planning and Building Safety, gave a presentation and answered Council questions.

Mayor Fuentes announced the Public Hearing is now open for public comment.

Council Discussion

Mark Hensley, City Attorney, read by title only:

    ORDINANCE NO. 1514

AN URGENCY ORDINANCE DELETING EL SEGUNDO MUNICIPAL CODE (ESMC) CHAPTER 10-2 REGARDING WATER CONSERVATION IN LANDSCAPING; ADDING A NEW ESMC CHAPTER 15-15A REGARDING WATER CONSERVATION IN LANDSCAPING; AMENDING ESMC § 15-1-6 TO ADD NEW DEFINITIONS FOR TYPES OF LANDSCAPING AND ARTIFICIAL TURF; AMENDING ESMC § 15-2-14 REGARDING LANDSCAPING AND ARTIFICIAL TURF REQUIREMENTS; AND AMENDING LANDSCAPING SECTIONS IN ALL ZONING DISTRICTS.

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to adopt Ordinance No. 1514. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
ORDINANCE NO. 1515

AN ORDINANCE DELETING EL SEGUNDO MUNICIPAL CODE (ESMC) CHAPTER 10-2 REGARDING WATER CONSERVATION IN LANDSCAPING; ADDING A NEW ESMC CHAPTER 15-15A REGARDING WATER CONSERVATION IN LANDSCAPING; AMENDING ESMC § 15-1-6 TO ADD NEW DEFINITIONS FOR TYPES OF LANDSCAPING AND ARTIFICIAL TURF; AMENDING ESMC § 15-2-14 REGARDING LANDSCAPING AND ARTIFICIAL TURF REQUIREMENTS; AND AMENDING LANDSCAPING SECTIONS IN ALL ZONING DISTRICTS.

Council Member Fellhauer introduced Ordinance No. 1515. The second reading and adoption of the Ordinance is scheduled for Dec.15, 2015.

2. Continuation of a public hearing regarding the El Segundo South Campus Specific Plan Project (ESSCSP) for property generally located at 2000 to 2100 El Segundo Boulevard owned by the Raytheon Company.
(Fiscal Impact: If approved, the project would provide $4,000,000 in direct payment revenue; up to $1,071,228 in direct payment revenue related to development fee per square foot; an estimated $11,893,000 roadway infrastructure; $75,000 for bicycle parking; and potentially $375,000 for wastewater infrastructure improvements).

Greg Carpenter, City Manager, stated the applicant asked for a continuance of the item, therefore, the item will be brought back to the December, 15, 2015 City Council Meeting.

C. UNFINISHED BUSINESS

3. Consideration and possible action regarding Adoption of an Ordinance to approve an Amendment to the Contract between the Board of Administration of the California Public Employees’ Retirement System (CalPERS) and the El Segundo City Council to cease contributions under Government Code Section 20516(a) (3% Employer Cost Sharing of Additional Benefits) applicable to unrepresented fire classifications and the represented classification in the Supervisory and Professional Employees’ Association.
(Fiscal Impact: $14,900 Savings for Fiscal Year 2015-16)

Greg Carpenter, City Manager, introduced the item.

Martha Dijkstra, Director of Human Resources, gave a presentation

Council Discussion

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to waive the second reading and adopt Ordinance No. 1512. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
4. Consideration and possible action to receive and file this report regarding the Public Works Department emergency preparedness plan for the anticipated 2015/16 El Nino storm events.  
(Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Stephanie Katsouleas, Director of Public Works, gave a presentation.

Council Discussion

Council consensus to receive and file the report regarding the Public Works Department emergency preparedness plan for anticipated 2015/16 El Nino storm events.

5. Consideration and possible action to: adopt a resolution placing a proposition on the ballot for the City’s April 12, 2016 general municipal election to increase the City’s Transient Occupancy Tax (“TOT”) from 8% to a higher percentage to be determined by City Council (TOT is paid by patrons of hotels and motels); adopt a resolution directing the City Attorney’s Office to prepare an impartial analysis of the ballot measure; adopt a resolution regarding ballot argument regulations; and appoint a Council Member or Council Members to draft ballot arguments regarding the ballot measure.  
(Fiscal Impact: varies based on percentage increase, currently each 1% is equal to approximately $800,000 annually).

Greg Carpenter, City Manager, introduced the item and gave a presentation.

Council Discussion

Mark Hensley, City Attorney, read by title only;

RESOLUTION NO. 4948

A RESOLUTION PLACING A BALLOT MEASURE ON THE APRIL 12, 2016 BALLOT PURSUANT TO ARTICLE XIIIIC, § 2(B) OF THE CALIFORNIA CONSTITUTION; ELECTIONS CODE §§ 9222; AND GOVERNMENT CODE §§ 53723 AND 53724 REGARDING TRANSIENT OCCUPANCY TAXES (“HOTEL TAX”).

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to adopt Resolution No. 4948, placing a proposition on the ballot for the City’s April 12, 2016 general municipal election to increase the Transient Occupancy Tax (TOT) from 8% to 12%. MOTION PASSED BY VOICE VOTE. 4/1 YES; ATKINSON, DUGAN, FELLHAUER, FUENTES NO: Jacobson

Mark Hensley, City Attorney, read by title only;
RESOLUTION NO. 4949

A RESOLUTION DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE BALLOT MEASURE REGARDING THE EL SEGUNDO TRANSIENT OCCUPANCY TAX.

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to adopt Resolution No. 4949 directing the City Attorney’s Office to prepare an impartial analysis of the ballot measure. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Mark Hensley, City Attorney, read by title only;

RESOLUTION NO. 4950

A RESOLUTION ESTABLISHING REQUIREMENTS FOR BALLOT ARGUMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR AN ELECTION ON APRIL 12, 2015.

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to adopt Resolution No. 4950 setting the requirements for ballot arguments effecting the ballot measure. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Council Member Fellhauer, SECONDED by Council Member Dugan to appoint Mayor Fuentes, Mayor Pro Tem Jacobson, Council Member Atkinson, Council Member Fellhauer and Council Member Dugan to draft ballot arguments regarding the ballot measure. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

6. Consideration of request by the Community Cable Advisory Committee for possible action to adopt a Resolution approving the use of City Cable TV broadcast facilities for the production, broadcast and distribution of Candidate Video Statements for use during local elections and adopting guidelines therefor (Fiscal Impact: $1,100 estimated per election year)

Greg Carpenter, City Manager, introduced the item.

Meredith Petit, Recreation and Parks Director, gave a presentation.

Council Discussion

Item failed due to lack of support from Council.

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.

7. Approve Warrant Numbers 3008592 through 3008813 on Register No. 4 in the total amount of $1,111,929.79 and Wire Transfers from 11/02/15 through 11/15/15 in the total amount of $3,376,881.85. 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.

8. Receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4. (Fiscal Impact: $50,000.00)

9. Waive the bidding process per El Segundo Municipal Code §§1-7-10 and 1-7-11 and award amendment no. 4890At to Zoll Medical Corporation, for the purchase and preventative maintenance of two (2) replacement monitors manufactured by Zoll Medical Corporation and authorize the City Manager to execute an amendment to the existing onsite services agreement with Zoll Medical Corporation, and to incorporate two additional monitors to be covered for preventative maintenance, in a form approved by the City Attorney. (Fiscal Impact: $66,170.00)

10. Approve the second reading and adopt Ordinance No. 1513 amending El Segundo Municipal Code §1-6-4 regarding Employment Exclusions from Civil Service. (Fiscal Impact: $373,700.00)

11. Adopt Resolution No. 4951 providing for salary and benefit changes to Chapter 1A2, Management- Confidential Series, of the El Segundo Administrative Code and adopt Resolution No. 4952 and No. 4953 for CalPERS Employer Paid Member Contributions (EPMC) for Safety Executives and Fire Management. (Fiscal Impact: $16,800.00 Estimated Savings)

12. Approve A Memorandum of Understanding No. 4951 (Labor Agreement) between the City of El Segundo and the El Segundo Firefighters' Association, Resolution No. 4954 approve a class specification for the newly created class of Fire Paramedic and adopt Resolution No. 4955 establishing a basic monthly salary for the new class of Fire Paramedic. (Fiscal Impact: FY 2015-16: Estimated Net Savings of $519,500; Fiscal Impact FY 2016-17: Estimated Net Savings of $246,210.)
13. Receive and file the report and adopt Resolution No. 4956 in support of the Energy Efficiency section of the City's future Climate Action Plan (CAP), which was developed by the South Bay Cities Council of Governments (SBBCOG) for El Segundo.
   (Fiscal Impact: None)

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to approve Consent Agenda items 7, 8, 9, 10, 11, 12 and 13. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

G. REPORTS – CITY MANAGER – Happy Birthday to Sam Lee

H. REPORTS – CITY ATTORNEY – Happy Birthday to Sam Lee

I. REPORTS – CITY CLERK

14. Consideration and possible action regarding Council Consensus to cancel the January 5, 2016 City Council Meeting.
   (Fiscal Impact: None)

MOTION by Mayor Pro Tem Jacobson, SECONDED by Council Member Fellhauer to cancel the January 5, 2015 City Council Meeting. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Attending a conference on New Laws and Elections in San Diego with Mona Shilling. Will report back the new laws that will effect the City of El Segundo.

J. REPORTS – CITY TREASURER – Not Present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer – None

Council Member Atkinson – None

Council Member Dugan – Mentioned item #E12 passed and thanked the Fire Fighter's Association for signing the contract and moving forward.

Mayor Pro Tem Jacobson – Mentioned the City's Super CPR Saturday.

Mayor Fuentes – Thanked the Fire Fighter's Association for finalizing their contract with the City. Invited residents to the Tree Lighting on Thursday, December 3, 2015 from 3:00 PM to 7:00 PM in the Civic Center Quad.
PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Jack Axelrod, resident, commented on items of concern.

MEMORIALS – None

ADJOURNMENT at 8:39 PM

Tracy Weaver, City Clerk
AGENDA DESCRIPTION:

Consideration and possible action to receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC")§ 1-7-12 and 1-7A-4. (Fiscal Impact: $50,000.00)

RECOMMENDED COUNCIL ACTION:

(1) Receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC")§ 1-7-12 and 1-7A-4.

(2) Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $50,000.00
Additional Appropriation: No
Account Number(s): 405-400-0000-6215 (Facilities Maintenance: Repairs and Maintenance)

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
REVIEWED BY: Gregg Kovacevich, Assistant City Attorney
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On November 30, 2015 the Cadman Group informed the City that the contractor who had originally provided an estimate to raise the sliding glass doors for three Park Vista units has since declined to enter into a City Public Works contract to complete the work. The contractor advised the Cadman Group that the state requirement to register with the California Department of Industrial Relations (DIR), which tracks prevailing wage compliance, would create employee wage conflicts for him with other existing and future, non-government work. Because the contractor does not routinely bid on government jobs, he feels it is not worth the risk of conflict. Staff is now in the process of receiving quotes from other general contractors so that the work may commence.

Public Contracts Code § 22050 (c) requires that the City Council receive updates at every regularly scheduled meeting until the emergency repair is completed. Therefore, staff
recommends that City Council receive and file this report on the status of the emergency repair to address the water intrusion issues at Park Vista Senior Housing Facility.
AGENDA DESCRIPTION:

Consideration and possible action to approve a contract amendment with WaterWise Consulting, Inc. for additional water conservation outreach and support. (Fiscal Impact: $25,000.00)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a contract amendment, in a form approved by the City Attorney, for an additional $25,000 with WaterWise Consulting, Inc. for additional water conservation outreach and support.

2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Alternative Compliance Order
Scope of Work

FISCAL IMPACT: Budget Adjustment Required

Amount Budgeted: $25,000
Additional Appropriation: Yes, $25,000
Account Number(s): 501-400-7102-6206 (Water Contractual Services)

ORIGINATED BY: John Gilmour, Senior Engineering Associate
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On April 1, 2015, Governor Brown issued an executive order requiring California’s urban consumers reduce potable water consumption statewide by 25% through February 2016, although individual amounts vary from city to city. On May 5, 2015 the State Water Resources Control Board adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation requiring each urban water supplier to reduce its total potable water production by a specific percentage (20% for El Segundo). Due to El Segundo’s unique potable water demands and user groups, on September 24, 2015, the Water Board approved El Segundo’s request for alternative compliance measures.

Among other measures, the alternative compliance order requires El Segundo to offer a minimum of seven free water efficiency audits per month to the City’s top 25 Commercial/Industrial users through February 15, 2016. After that date, any revisions to El Segundo’s compliance order will be re-evaluated by the Water Board pending any future action or mandates taken by the Governor’s office.
To begin implementing the required water audits in compliance with the Alternative Compliance Order timeline, staff received quotes for the work and awarded a contract to WaterWise Consulting, Inc. for $24,500 in October, 2015. However, this amount is not sufficient to complete the entire scope of audits required, and hence staff is requesting an additional $25,000 to complete up to additional 14 audits over the next two months. WaterWise Consulting Inc. has performed similar tasks for other public agencies and the staff is satisfied with their performance to date.

Staff recommends that City Council authorize the City Manager to execute a contract amendment for an additional $25,000 with WaterWise Consulting, Inc. for additional business water conservation audits.
State Water Resources Control Board

September 24, 2015

Ms. Stephanie Katsouleas
City of El Segundo
350 Main Street
El Segundo, CA 90245
skatsouleas@elsegundo.org

SUBJECT: ENFORCEMENT ACTION: ISSUANCE OF ALTERNATIVE COMPLIANCE ORDER

Dear Ms. Katsouleas,

On May 5, 2015, the State Water Resources Control Board (State Water Board) adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) pursuant to Water Code section 1058.5. The Emergency Regulation became effective on May 18, 2015. Among other things, the Emergency Regulation is designed to achieve the 25 percent statewide potable water usage reduction through February, 2016 ordered by Governor Brown in his April 1, 2015 executive order.

The Emergency Regulation requires each urban water supplier to "reduce its total potable water production by the percentage identified as its conservation standard." California Code of Regulations, title 23, section 865(c)(1).

If an urban water supplier believes that the applicable conservation standard is unachievable due to firm commercial and industrial water use, or residential use reductions would affect public health and safety, Paragraph 16 of Resolution 2015-0032 allows an urban water supplier to submit a request, accompanied by supporting information or documentation, for alternate enforceable methods of compliance with the conservation standard.

The City of El Segundo submitted a request for alternative compliance. After reviewing the documentation submitted, the State Water Board has determined that an Alternative Compliance Order is warranted.

I am issuing you an Alternative Compliance Order under section 866(a) of the Emergency Regulations. Please see the enclosed order.
If you have questions, please contact Dr. Matthew Buffleben at (916) 341-5891, or by email at Matthew.Buffleben@waterboards.ca.gov.

Sincerely,

Christian M. Carrigan, Director
Office of Enforcement

Enclosure

cc:  (via email only)

Dr. Matthew Buffleben, Chief
Special Investigations Unit
Matthew.Buffleben@waterboards.ca.gov

Mr. James Turner
JTurner@elsegundo.org
STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD
OFFICE OF ENFORCEMENT

ALTERNATIVE COMPLIANCE ORDER
In the Matter of Urban Water Conservation by
The City of El Segundo

1. On January 17, 2014, Governor Edmund G. Brown Jr. (Governor Brown) issued Proclamation No. 1-17-2014, declaring a State of Emergency to exist in California under the Emergency Services Act due to severe drought conditions. The Proclamation, among other things, called on all Californians to reduce their water usage by 20 percent.

2. On April 25, 2014, Governor Brown issued a Proclamation of a Continued State of Emergency due to drought conditions, based on the need to strengthen the state's ability to manage water and habitat effectively in drought conditions.

3. On April 1, 2015, Governor Brown issued Executive Order B-29-15 (Executive Order) to strengthen the state's ability to manage water and habitat effectively in drought conditions. The Executive Order calls on all Californians to redouble their efforts to conserve water, and directs the State Water Resources Control Board (State Water Board) to impose restrictions on urban water suppliers to achieve a statewide 25 percent reduction in potable urban water usage through February 2016. The Executive Order further requires commercial, industrial, and institutional users to implement water efficiency measures; prohibits irrigation with potable water of ornamental turf in public street medians; and prohibits irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems.

4. On May 5, 2015, the State Water Board adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) pursuant to Water Code section 1058.5. The Emergency Regulation adds a new section to title 23 of the California Code of Regulations intended to safeguard urban water supplies in the event of continued drought, minimize the potential for waste and unreasonable use of water, and achieve the 25 percent statewide potable water usage reduction ordered by Governor Brown in the Executive Order. The Emergency Regulation was approved by the Office of Administrative Law and became effective on May 18, 2015.

5. The Emergency Regulation requires each urban water supplier to "reduce its total potable water production by the percentage identified as its conservation standard." California Code Regulations, title 23, section 865(c)(1).

6. Section 865(b)(2) requires urban water suppliers to prepare and submit to the State Water Board by the 15th of each month a monitoring report detailing the total amount of potable water produced compared to the amount produced in the same calendar month in 2013.

7. Section 866(a) allows the Executive Director of the State Water board, or the Executive Director's designee, to issue conservation orders requiring additional actions by the supplier to come into compliance with its conservation standard. Section 866(b) allows the Executive Director of the State Water Board, or the Executive Director's designee, to issue orders requesting information from the supplier concerning water production, water use and/or water conservation. State Water Board Executive Director Thomas Howard has delegated authority under Sections 866(b) to State
Water Board Chief Deputy Director Caren Trgovcich, who in turn has delegated these authorities to Director of the State Water Board’s Office of Enforcement Cris Carrigan.

8. If an urban water supplier believes that the applicable conservation standard is unachievable due to firm commercial and industrial water use and residential use reductions that would affect public health and safety, Paragraph 16 of Resolution 2015-0032 allows an urban water supplier to submit a request, accompanied by supporting information or documentation, for alternate enforceable methods of compliance with the conservation standard.

9. The drought conditions that formed the basis for the Executive Order and Emergency Regulations continue to exist and will likely continue to exist for the foreseeable future.

10. The City of El Segundo (the City) has a conservation target, pursuant to Section 865(c), of 20 percent savings over its water usage in 2013. The City is cumulatively 8.9 percent behind in its conservation standard.

11. On August 7, 2015 the State Water Board Office of Enforcement issued an Informational Order pursuant to its authority outlined in Section 866(b) of the Emergency Regulations to determine what actions the City had taken to comply with its conservation standard.

12. The City submitted a request for alternative compliance. After reviewing the documentation submitted, the State Water Board has determined that an Alternative Compliance Order is warranted. This Order is issued under Section 866(a).

13. In lieu of meeting the applicable conservation standard, the State Water Board mandates that the City take the actions described below.

14. Recipients of Alternative Compliance Orders pursuant to Resolution 2015-0032 may petition the State Water Board for reconsideration. (Water Code § 1122; 23 CCR §§ 768 et seq., 866(a)(2))

IT IS HEREBY ORDERED:

1. This Order is effective on the date shown below. All submittal requirements are based on the effective date of this Order.

2. The City shall:

(A) Update the City’s website as follows:

i) Prominently display the following items on the home page of the City’s website:

   (1) A water waste reporting phone number and email address

   (2) Link to http://saveourwaterrebates.com/

   (3) A link titled “Water Conservation” that directs to the City’s “Conservation” page and located in the blue side bar on the left-hand side of the home page

ii) Update the City’s website with water conservation information specifically targeted to the CII sector.

(B) Develop a plan, within thirty (30) days, for continued engagement with Chevron to maximize water efficiency. The plan shall include, but is not limited to the following actions:

i) Establish a timetable for implementation, milestones, and specific efforts that will be taken to work with Chevron in the following areas:

   (1) Recycled wastewater,

   (2) Process efficiency programs, and
(3) Fixtures

ii) Estimate the water savings that will be realized by implementation of the plan.

(C) Within thirty (30) days, develop a plan for engaging with the City's top 25 CII users, other than the Chevron, that includes, but is not limited to the following actions:

i) Identify specific actions that will be taken to work with the CII sector including, but not limited to the following actions:

(1) Contact each user in person or by phone to discuss opportunities for water efficiency and savings.

(2) Offer at least seven (7) water efficiency audits per month for through February 2016. As part of each audit, estimate and report on the amount of water that will be saved by implementing each recommendation. Maintain communications with audited customers to document which audit recommendations are implemented.

(3) Implement or participate in an active rebate program targeted at the replacement of appliances and devices in the CII sector.

ii) Establish a timetable and milestones for implementing each action identified in the plan.

(D) Hire or allocate one (1) new or existing part-time employee dedicated to implementing the City's Industrial Water Use Outreach Plan within sixty (60) days.

3. The City shall continue to report the monthly conservation data required for all water suppliers pursuant to Section 865(b)(2) of the Emergency Regulation.

4. The City shall develop and submit a report by November 15, 2015, and every month afterward until February 15, 2016, detailing the previous month's efforts to comply with each of the mandates listed above in Section 2. The report shall be submitted via e-mail to Matthew Buffleben, at Matthew.Buffleben@waterboards.ca.gov no later than the 15th of the month, for every month within the reporting period.

5. The City is required to take the actions mandated above. Failure to comply with this Order subjects the party to enforcement action including, but not limited to, civil liability of up to $500 per day for each day the violation continues pursuant to Water Code section 1058.5.

6. Reservation of Enforcement Authority and Discretion: Nothing in this Order is intended to or shall be construed to limit or preclude the State Water Board from exercising its authority under any statute, regulation, ordinance, or other law, including, but not limited to, the authority to bring enforcement against water suppliers who are in violation of Water Code section 1052, the Emergency Regulations or any applicable law.

STATE WATER RESOURCES CONTROL BOARD

Cris Carrigan, Director
Office of Enforcement

Dated: September 24, 2015
Scope of Services:

Background Check
WaterWise has a strenuous process in relation to determining suitability for employment. During the application process, after the employee accepts employment, the employee signs a background authorization form. WaterWise uses KROLL BACKGROUND AMERICA, INC to request a consumer and/or investigate consumer report on the potential employee for employment purposes. Such reports may include, but are not limited to, information as to their character, general reputation, personal characteristics, and mode of living; discerned through employment and education verifications; personal references and interviews; their personal credit history based on reports from any credit bureau; their driving history, including any traffic citations; workers’ compensation records after a conditional job offer has been extended and to the extent permitted by law; a social security number trace; present and former addresses; criminal and civil history/records; and any other public record. The search goes back 7 years, with federal and county records.

Project Start-Up
Upon award of the contract, WaterWise strongly recommends a project kick-off meeting between WaterWise project staff and City representatives. The purpose is to discuss the program goals, timeline and main objectives, and to work out procedural details prior to program commencement. A face-to-face meeting allows all parties to get to know one another and builds rapport, leading to a smoother and more successful program.

Subtasks
WaterWise has successfully implemented several programs that required a customer service call center. The company is not only familiar and experienced with the procedures of a call center, but also acknowledges the importance of providing quality customer service and dedication to all customers. Representatives will be available during normal business hours and will maintain a polite and professional demeanor. With these skilled and well-versed representatives, WaterWise will be able to provide customers with quality support.

1. WaterWise will take all applicable customer calls concerning the program.
   a. WaterWise will maintain a toll-free or local phone number for City customers to call for program services.
   b. WaterWise will have customer friendly and knowledgeable staff to answer calls from 9 a.m. to 5 p.m., Monday through Friday.
   c. WaterWise will maintain a voicemail for City customers to leave messages who may call during non-business hours.
   d. WaterWise will follow up with voice messages within 24 hours or by the close of the business day on Monday for all calls received after 5pm on Friday.

2. Within 2 days of receiving a survey request from a customer, WaterWise will request water consumption data from the applicable City area office and/or designated staff representative.

3. WaterWise will complete all necessary follow up with the customer to schedule data collection by phone (as applicable), on-site evaluations, and post-survey questions.

4. WaterWise will complete a pre-water survey over the phone with the customer prior to scheduling the on-site survey. This information will be used to inform the surveyor of any potential water using areas that will require additional attention, gather basic site information, etc.

5. WaterWise will visit requested sites to perform landscape evaluations for CII customers identified by the City staff. WaterWise will evaluate the condition of the irrigation system, assess its operation and needed repairs, and recommend changes.
Scope of Services (Continued):

Preparation
- City staff will inform WaterWise of a survey request and provide WaterWise’s Project Manager with customer contact information.
- WaterWise will contact the site and explain the survey process.
- Once water billing records have been received, the site will be scheduled for a survey.
- A surveyor from WaterWise will be assigned to the site. Contact will be made with the site’s landscape manager (or equivalent personnel) to determine access protocols, irrigation controller locations, necessary keys, irrigation maps, and access restrictions to the irrigation system (to prevent conflict with site residents or customer activities).
- The surveyor will interview the site landscape manager about any known or suspected problems with the site’s landscape or irrigation system in preparation for the survey. Any irregularities in the site’s water billing records will be discussed to assess possible causes (leaks, repairs, construction, over seeding, etc.);
- Copies of irrigation maps will be requested if available. Use of site’s irrigation remote controls, if any, may be requested.

The Survey
All evaluations will be conducted using the procedure developed by the Irrigation Training and Research Center and the Irrigation Association. WaterWise is a Certified Landscape Irrigation Auditing firm through the Irrigation Association and has an active Water Use Efficiency Practitioner Grade 1 through the American Water Works Association. The following is a detailed explanation of the survey process.

- Surveyor(s) will arrive on site at the pre-arranged date and time to perform the survey.
- Surveyors will be identifiable by their WaterWise polo shirts and photo ID badges.
- They will locate and operate irrigation controllers.
- A representative sampling of irrigation stations will be manually turned on and irrigation system observed in operation.
- The surveyor will make notes on inspection forms regarding the location of each station sampled, the vegetation types and condition.
- The surveyor will also note soil type, microclimate, distribution uniformity of irrigation, sprinkler type and any problems with condition or operation of irrigation hardware components.
- WaterWise will examine the existing irrigation system in operation and identify the following:
  1. Broken, tilted, mismatched, or inappropriate irrigation heads.
  2. Excessively wet or dry spots.
  3. Leaks, fountains or no water at all.
  4. Overspray and inappropriate watering schedules.
  5. Irrigation system operating pressure.
  6. Broken sprinklers and/or lateral lines.
  7. Significantly poor system operating conditions, resulting in no catch-can test until the system is upgraded to an appropriate state.
  8. Wind factor (high wind conditions could hinder survey results).
- Option of conducting area/flow measurements to calculate precipitation rate in representative landscape areas where the catch-can test cannot be carried out.
- Unique microclimate conditions, i.e. drainage patterns, shady areas, sunny areas, windy zones.
- Inventory of the site’s plant materials for turf, planters, and slopes.

Landscape area will be determined using physical measurements or by calculation using aerial imaging through Google Earth or similar tool.
CII Audit Process (Continued)

- WaterWise will calculate a landscape water budget based on audit findings.
- WaterWise will conduct an on-site water use survey of participant’s businesses or facilities in CITY’s service area. This comprehensive survey shall include an evaluation of all aspects of water use onsite, including but not limited to boilers, chillers and water used for indoor plumbing (including number and flush volume for all toilets). The survey will also include an evaluation of the site’s landscaping for mixed use water meters.

Site Visit

Because the CII program focuses on non-residential indoor water-use, different measures must be taken to ensure success. WaterWise will be looking at water using appliances such as clothes washers, urinals, and other forms of industrial water use. In some cases the CII site may also have outdoor landscaped areas. Surveying both indoor and outdoor areas (on mixed use meters) will be an integral part of the survey process.

Data gathering

Data gathering for CII will be concentrated on sanitary water uses, considering that studies have shown that this area provides the greatest return on investment. The evaluations may include, but not be limited to the following:

- Recording the number of toilets in the facility and type of toilet, i.e., flush valve, standard urinal, ULFTs, waterless urinals or dual flush.
- Recording the number of clothes washing machines in the facility and type of machine, i.e., top load, front load, and high efficiency.
- Recording the number of dishwashing stations in the facility and the number of pre-rinse spray valves installed, if any.
- Recording the number of sinks in the facility and whether they have been equipped with aerators.
- Observing and recording other water demanding processes undertaken by the CII customer, i.e., cooling tower conductivity and X-ray machines.

Historical Water Use

In order to complete a water-use analysis of the site, representatives will have to review historical water-use. One of the first steps of the water-use survey will be to gather water use data for the participating site. In analyzing water-use data, WaterWise will be able to provide the facility with a water budget or estimated allotment for the different water using practices on site. For example, WaterWise will be able to provide an estimated percentage of water used for sanitary purposes or a percentage of water used for cooling purposes.

6. After each water use survey is complete, WaterWise will analyze the surveyed site’s water usage and offer recommendations on projects to increase a facility’s water use efficiency. These recommendations will be based on the project’s cost effectiveness, payback period, and potential water savings. WaterWise will then include this information in a report that will be provided to City staff.

7. The water survey report for large landscapes and CII will include but not be limited to:
   a. Report emailed to customer.
   b. A recommended irrigation schedule.
   c. List and count of all water using devices, appliances, fixtures, and process operations and their estimated annual water usage calculated.
   d. A section on water saving recommendations with water and cost savings and return on investment (ROI) or payback for all devices, appliances, process upgrades, site landscape upgrades, and other water saving improvements.
   e. Calculated customer water allotment/budget (efficient monthly water usage applicable for LL properties given operations and collected information from the on-site water survey) with comparison to actual water usage.
f. Individualized recommended 12-month watering schedule for the property based on weather (ETo), irrigation system type and efficiency, type of vegetation, etc.

g. Applicable rebate forms for water and energy related incentives.

h. Educational brochures and pamphlets on water conservation, water waste reduction, etc, as provided by CITY.

i. Customer Evaluation Survey for customers to return directly to CITY on their evaluation of the water survey program.

j. Provide designated CITY service area contact information.

8. WaterWise will notify City of any restocking needs of water survey packet materials at least 4 weeks in advance whenever possible.

9. WaterWise will complete all CII and LL evaluations within 30 days of the initial audit date.

10. Waterwise will notify the City Project Manager within 24 hours of any problem or issue with the program.
    a. WaterWise will send all proposed changes to the program to the City Project manager to first be authorized prior to implementation.
Fee Schedule:

<table>
<thead>
<tr>
<th>Survey Type</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Residential Water Survey (RWS)</td>
<td>$175.00 Per Survey</td>
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<tr>
<td>Large Landscape Survey (includes up to 32 stations)</td>
<td>$1,500.00 Per Survey</td>
</tr>
<tr>
<td>Each Additional Station</td>
<td>$20.00</td>
</tr>
<tr>
<td>Commercial Survey</td>
<td>$2,000.00 Per Survey</td>
</tr>
<tr>
<td>Institutional Survey</td>
<td>$2,500.00 Per Survey</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hourly Rates</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Project Manager</td>
<td>$125 per hour</td>
</tr>
<tr>
<td>Project Supervisor</td>
<td>$75 per hour</td>
</tr>
<tr>
<td>Graphic Design</td>
<td>$75 per hour</td>
</tr>
<tr>
<td>Administration</td>
<td>$35 per hour</td>
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</tbody>
</table>
AGENDA DESCRIPTION:

Consideration and possible action to adopt a Resolution approving plans and specifications for Trenchless Sewer Improvement – Eastern Residential Zone, Project No. PW 16-03 and authorize staff to advertise for the receipt of construction bids. (Fiscal Impact: $2,000,000)

RECOMMENDED COUNCIL ACTION:

1. Adopt the attached resolution approving plans and specifications for Trenchless Sewer Improvement – Eastern Residential Zone, Project No. PW 16-03.
2. Authorize staff to advertise the project for receipt of construction bids.
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Map of Project Area

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $2,000,000
Additional Appropriation: No
Account Number(s): 502-400-8204-8647 (Sewer Enterprise Fund)

ORIGINATED BY: John Gilmour, Senior Engineering Associate
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

In 2010, Advanced Sewer Technologies (AST) conducted a video inspection and condition assessment of the City’s entire sanitary sewer collection system’s pipes and manholes. The AST report identified broken pipes, fractures, offsets, and various other deficiencies throughout the system. Staff uses the AST report to serve as its guidance document for prioritizing the City’s highest sewer repair and replacement needs annually. Based on the deficiency rankings, staff evaluates each segment of problematic sewer mains to determine whether the deficiencies can be repaired with liners (trenchless method) or require point repair or full replacement (open trench method). Repair projects are then prepared and compiled into the Public Works Department’s annual capital improvement program. Please note that repairing sewers with liners is significantly cheaper than excavating and replacing sewers in full. When conditions allow, the trenchless method is preferred.

Based on the AST report’s findings, over the past several years staff has completed 5,000 ft of point repairs and replacements by open trench, and another 4000 ft of repairs are currently under construction. Additionally, staff has completed 5,600 ft of lining repairs throughout the city. In
all, the City has more than 300,000 ft of sewer lines, with a life expectancy of 50-70 years. Due to the age and condition of the City’s mains, replacing and/or repairing the entire network within 30 years is ideal. This will require addressing a minimum of 10,000 ft per year, which we are on tract to achieve with proper staffing through the sewer fund.

Staff is ready to proceed with this year’s trenchless sewer repair improvements at the locations identified on the attached map. This project will primarily be located within the eastern residential zone of the city and includes the repair of approximately 8,600 linear feet of sewer.

Staff recommend that City Council: 1) adopt the attached resolution approving the plans and specifications for the Trenchless Sewer Improvement – Eastern Residential Zone, Project No. PW 16-03 and 2) authorize staff to advertise the project for receipt of construction bids.

Tentative Schedule

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<table>
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<tr>
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<tr>
<td>Bidding</td>
<td>January, 2016</td>
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<tr>
<td>Contract Approval:</td>
<td>February, 2016</td>
</tr>
<tr>
<td>Construction Starts:</td>
<td>April 2016</td>
</tr>
<tr>
<td>Construction Ends:</td>
<td>July 2016</td>
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</tbody>
</table>
RESOLUTION NO._
A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF TRENCHLESS SEWER IMPROVEMENT – EASTERN RESIDENTIAL ZONE, PROJECT NO. PW 16-03. PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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 City Engineer prepared plans and specifications for Trenchless Sewer Improvement – Eastern Residential Zone, Project NO. PW 16-03 (the “Project”). These plans and specifications are complete. Construction of the Project may begin;

B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity; Authorization.

A. The design and plans for the Project are determined to be consistent with the City’s standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City’s General Plan.

D. The City Engineer, or designee, is authorized to act on the City’s behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: Project Payment Account. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish a fund containing sufficient monies from the current fiscal year budget to pay for the Project (“Project Payment Account”). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.
SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of December, 2015.

Suzanne Fuentes, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By:
   David H. King, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to: 1) approve year-end adjustments to the Fiscal Year 2014-2015 Adopted Budget and 2) increase the Fiscal Year 2015-2016 Adopted Budget for continuing appropriations.

(Fiscal Impact: General Fund estimated revenues will increase by $1,856,700, and appropriations will increase by $1,820,200. The following budget adjustments in Special Revenue funds are also requested: COPS Fund appropriations will increase by $73,500; Measure R Fund appropriations will increase by $150,000; TDA Article 3 Fund appropriations will increase by $10,720; State Grants Fund appropriations will increase by $152,100; Capital Improvement Fund estimated revenues and appropriations will increase by $111,250; and Special Revenues/Donations Fund estimated revenues will increase by $48,700, and appropriations will increase by $41,600.

RECOMMENDED COUNCIL ACTION:
1. Approve year-end adjustments to the Fiscal Year 2014-2015 Adopted Budget in the Funds and by the amounts contained in Attachment 1.


3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
2. Summary of Expenditures By Fund - Fiscal Year 2014-2015 Final Budget

FISCAL IMPACT:
Amount Budgeted: See Attachment 1
Additional Appropriation: See Attachment 1
Account Number(s): Various

PREPARED BY: Misty Cheng, Interim Director of Finance
REVIEWED BY: Misty Cheng, Interim Director of Finance
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND & DISCUSSION:

Year-End Adjustments to Fiscal Year 2014-2015 Adopted Budget

As part of the budget adoption process, the City Council adopts a resolution each year that sets forth guidelines related to the City’s budget administration. Among other policies, the resolution states the budget may be adjusted by majority vote of the City Council for expenditures in excess of a City department’s programs/functions budgeted amounts, as actual expenditures cannot exceed appropriations contained in the Adopted Budget. Budget adjustments may arise due to: 1) unforeseen events occurring during the fiscal year that require additional funding; 2) recognizing new grants, fee adjustments, other revenue impacts; and 3) required accounting/technical clean up adjustments.

Adjustments are also required to ensure compliance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) and other regulatory, contractual or legal requirements. In an effort to adhere to the City’s budget policies and to avoid findings of non-compliance during the City’s annual financial audit, adjustments are required to reconcile the budget with actual amounts.

An analysis was performed of the City’s FY 2014-2015 budget to actual amounts for the purpose of evaluating budgetary compliance only, as actual revenues and expenditures have not yet been finalized. It is expected final numbers will be available shortly after the completion of the City’s financial audit, which is scheduled for mid-January. In performing the analysis, a list of FY 2014-2015 Proposed Budget Adjustments (Attachment 1) was prepared, and includes a brief description of each item. It should be noted the appropriation increases are fully offset by received or projected revenues, available cash or fund balances in each fund.

Continuing Appropriations

At the end of the fiscal year, staff prepares a summary of budgeted appropriations that must be carried over to the next fiscal year. The attached schedule of FY 2014-2015 Continuing Appropriations (Attachment 3) identifies projects/purchases that were included in the FY 2014-2015 budget, but were not completed by September 30, 2015. As a result, staff is requesting to carryover the appropriation to FY 2015-2016. The majority of continuing appropriations relate to ongoing capital improvement projects. Staff is also asking to carryover unspent building maintenance funds in order to address the backlog of repairs and to make overdue improvements to the City Council Chambers.

There were also various goods and services encumbered but not received or paid for by the end of the fiscal year. These items represent previously approved purchase orders and therefore should be carried over to FY 2015-2016. The carryover of these encumbrances also requires the appropriation be carried over, as sufficient appropriations would not exist in the current year budget to fund both the continued projects and the new projects approved in the Fiscal Year 2015-2016 Approved Budget. The Schedule of Purchase Orders and Budget Carryovers (Attachment 4) lists the account number, vendor, and a brief description for each item.

The continuing appropriations from incomplete projects/purchases and encumbrances at the end of the fiscal year do not represent an additional appropriation of funds, but merely a carryover of unexpended funds from the prior fiscal year. Staff presented all General Fund budgeted appropriations for FY 2014-2015, including the amounts requested as continuing appropriations on Attachment 3 and 4, in the
analysis performed as part of the FY 2015-2016 Strategic Planning process. Therefore, estimated beginning fund balances presented in the FY 2015-2016 budget were already reduced by the amount of the proposed continuing appropriations. Approval of these items will not change estimated ending fund balances at September 30, 2016.
City of El Segundo  
Attachment 1 - Schedule of Proposed Budget Adjustments  
Fiscal Year 2014-2015  

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<tbody>
<tr>
<td>1.) 001-300-0000-3904</td>
<td>SB-90 Reimbursements</td>
<td>$ 15,000</td>
<td>$ 241,000</td>
<td>$ 226,000</td>
<td>The State reimbursed the City in the current year for claims submitted in prior years related to state mandated programs.</td>
</tr>
<tr>
<td>2.) 001-300-0000-3808</td>
<td>Plan Check Fees</td>
<td>1,700,000</td>
<td>2,567,000</td>
<td>867,000</td>
<td>Plan Check Fee revenue is higher than projected due to increased development activity.</td>
</tr>
<tr>
<td>3.) 001-300-0000-3837</td>
<td>Accelerated Plan Check Fees</td>
<td>300,000</td>
<td>596,900</td>
<td>296,900</td>
<td>Accelerated Plan Check Fee revenue is higher than projected due to increased development activity.</td>
</tr>
<tr>
<td>4.) 001-300-0000-39XX</td>
<td>Developer reimbursement (various)</td>
<td>-</td>
<td>466,800</td>
<td>466,800</td>
<td>Developer reimbursements recognized as revenues from funds previously placed on deposit.</td>
</tr>
<tr>
<td>5.) 001-400-2201-6301</td>
<td>Legal Counsel</td>
<td>232,000</td>
<td>315,000</td>
<td>83,000</td>
<td>Legal Services expenditures will be higher than the Approved Budget due to labor negotiation costs, labor-related issues, and developer-related activity.</td>
</tr>
<tr>
<td>6.) 001-400-2901-41xx</td>
<td>Vacation/Sick Leave Payout</td>
<td>780,000</td>
<td>2,205,000</td>
<td>1,425,000</td>
<td>Due to an unusually high number of employee resignations, terminations, and retirements, the amount of leave time paid out to employees exceeded the Adopted Budget.</td>
</tr>
<tr>
<td>7.) 001-400-2901-4204</td>
<td>Group Insurance</td>
<td>2,353,400</td>
<td>2,555,000</td>
<td>201,600</td>
<td>Retiree Health Insurance costs were higher due to an increased number of retirements during the fiscal year.</td>
</tr>
<tr>
<td>8.) 001-400-2901-6254</td>
<td>Telephone</td>
<td>6,000</td>
<td>116,600</td>
<td>110,600</td>
<td>Telephone expenses were significantly higher than the Adopted Budget.</td>
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**Special Revenue Funds:**  

**Revenues**

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<tbody>
<tr>
<td>9.) 301-300-0000-3740</td>
<td>SCE/Energy Efficiency Grant Revenue</td>
<td>-</td>
<td>111,250</td>
<td>111,250</td>
<td>In November 2013, the City Council approved an agreement with Southern California Edison for implementation of Energy Efficiency Strategic Plan, Phase 3 activities. As part of the agreement, the City was awarded $111,250 in grant funds. To comply with accounting principles, the project revenue needs to be budgeted separately.</td>
</tr>
<tr>
<td>10.) 702-300-5101-xxxx</td>
<td>Recreation and Parks Donation Revenues</td>
<td>-</td>
<td>48,700</td>
<td>48,700</td>
<td>The Recreation and Parks Department receives donations throughout the year, these donation revenues are then used to pay for costs associated with special events and other related activities.</td>
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**Expenditures**

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<tbody>
<tr>
<td>11.) 120-400-0000-4100</td>
<td>COPS/SLESF program Expenditures</td>
<td>100,000</td>
<td>173,500</td>
<td>73,500</td>
<td>Overtime costs exceeded the Approved Budget in the COPS fund. An appropriation is required from Fund reserves, as there are available reserves in the Fund to cover all costs incurred in FY 2015.</td>
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</tr>
<tr>
<td>12.) 110-400-8203-6214</td>
<td>Professional &amp; Technical Expenditures</td>
<td>-</td>
<td>150,000</td>
<td>150,000</td>
<td>In May 2014, the City Council approved an agreement of $150,000 with JMDiaz, Inc. to design and prepare plans and specifications for the installation of bikeways in El Segundo. The project is funded through a grant award from the South Bay Cities Council of Governments (SBCCOG). The City should establish a budget for the approved contract expenditures.</td>
</tr>
<tr>
<td>13.) 118-400-0000-7208</td>
<td>Return TDA Article 3</td>
<td>-</td>
<td>10,720</td>
<td>10,720</td>
<td>In March 2015, the Los Angeles County Metropolitan Transportation Authority (LACMTA) completed an audit of the City’s TDA Article 3 funds for FY 2014. In the audit report, it was noted that funds received in FY 2011 had not been spent within the required three-year timeframe. The City was required to return the unspent funds to LACMTA, which were not budgeted.</td>
</tr>
<tr>
<td>14.) 125-400-3618-4113</td>
<td>AB 109 Front Line Intervention Services Expenditures</td>
<td>-</td>
<td>152,100</td>
<td>152,100</td>
<td>In 2011, the State enacted AB 109 which shifted custody responsibility from the State to County jails. As part of the shift in responsibility, the City started receiving an annual revenue allocation to fund related activities. In FY 2014-15, the City received $131,100 and reported unspent revenues of $34,900 from FY 2013-14. In FY 2015, the City incurred program costs for which a budget should be established.</td>
</tr>
<tr>
<td>15.) 301-400-8203-8910</td>
<td>SCE/Energy Efficiency Strategic Planning Expenditures</td>
<td>-</td>
<td>111,250</td>
<td>111,250</td>
<td>In November 2013, the City Council approved an agreement with Southern California Edison for implementation of Energy Efficiency Strategic Plan, Phase 3 activities. As part of the agreement, the City was awarded $111,250 in grant funds. To comply with accounting principles, expenses need to be reported separately and budgetary amounts should be established.</td>
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City of El Segundo  
Attachment 3 - Schedule of Continuing Appropriations  
Fiscal Year 2014-2015 to Fiscal Year 2015-2016

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City of El Segundo  
Schedule of Purchase Orders and Budget Carryovers  
Fiscal Year 2014-2015 to Fiscal Year 2015-2016

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<td>C.C. Layne &amp; Sons</td>
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<td>71-00228</td>
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<td>AKM Consulting Services</td>
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By Fund  Total
001       $565,971.97
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110       65,070.22
111       288.50
116       176,580.71
120       58,284.69
125       26,479.53
301       544,601.80
405       38,287.54
501       1,143,352.56
502       1,356,700.89
601       22,391.96
602       4,113.75
603       4,113.75
702       50,000.00
708       296,841.52

$4,738,856.23
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: December 15, 2015
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to award a standard Public Works Contract to R.E. Schultz for Hilltop Park Playground Improvement, Project No. PW 16-05, and authorize additional funds for construction related contingencies. (Fiscal Impact: $183,000.00)

RECOMMENDED COUNCIL ACTION:

1. Waive minor irregularities in the bid from R.E. Schultz Construction;
2. Award a contract to R.E. Schultz Construction in the amount of $161,725.00 for Hilltop Park Playground Improvement, Project No. PW 16-05;
3. Authorize the City Manager to execute a Public Works Contract, in a form approved by the City Attorney, with R.E. Schultz;
4. Authorize an additional $21,275.00 for construction related contingencies; and/or
5. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Map of Project Area
2. Bid Protest from Unlimited Engineering Contracting, Inc.
3. Bid Protest from ABNY General Engineering, Inc.
4. Letter from Great Western Park & Playgound / GameTime

FISCAL IMPACT: $183,000.00
Amount Budgeted: $243,000.00 appropriated on November 17, 2015
Additional Appropriation: $0
Account Number(s): 001-274-0000-1274 (Developer Impact Fee Fund)

ORIGINATED BY: John Gilmour, Senior Engineering Associate
REVIEWED BY: Stephanie Katsouleas, Public Works Director
Meredith Petit, Recreation and Parks Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

As reported to the City Council on November 17, 2015, Hilltop Park’s play structure is old, outdated, and worn, and has become difficult for City staff to maintain. Much of the equipment is no longer manufactured, making repairs and replacements infeasible. Additionally, Hilltop Park is no longer in compliance with Americans with Disabilities Act (ADA) standards. Although Recreation and Parks staff successfully obtained a 100% matching grant for playground equipment, estimated to cost around $120,000 in total, the grant does not cover the cost of installation. The Developer Impact Fee fund has approximately $60,000 available for the City’s portion of purchasing equipment and another $183,000 for installation costs.
On November 17, 2015, City Council adopted plans and specifications for Hilltop Park Playground Improvement, Project No. PW 16-05 and authorized staff to advertise the project for receipt of construction bids. On December 3, the City Clerk received and opened four (4) bids as follows:

1. R.E. Schultz Construction Services $161,725.00  
2. Unlimited Engineering Contracting $208,850.00  
3. ABNY General Engineering $213,360.00  
4. CEM Construction Corp. $244,697.25

The lowest responsible bidder was R.E. Schultz. Staff checked references and the contractor’s license status, which were acceptable, and confirmed that R.E. Schultz has satisfactory completed similar projects for other public agencies.

On December 7 and December 8, the City received bid protests from Unlimited Engineering Contracting and ABNY General Engineering, respectively, on the basis that the apparent low bidder did not provide the installer certification called for in the bid package. While GameTime does not require installers to be a GameTime “Official Certified Installer” (e.g., the certification is voluntary), it does recommend that installers of GameTime equipment complete the certification course. In response to GameTime’s recommendation, the bidding requirements stated that bidders were to have obtained and submit a GameTime Official Certified Installer certification.

The lowest responsible bidder, R.E. Schultz Construction Services, did not submit an Official Certified Installer certificate with its bid, because the company itself is not certified. However, R.E. Schultz’s foreman has completed the certification. GameTime has issued a letter to the City stating that it deems R.E. Schultz as certified because R.E. Schultz meets the Official Certified Installer requirements, e.g., its employee has completed the certification course. Because the certificate requirement was included in the bid packet in response to GameTime’s recommendation, and because GameTime considers R.E. Schultz as a certified installer, City staff are of the opinion that R.E. Schultz has fulfilled this bidding requirement.

In an abundance of caution, however, staff recommends that the following item be identified as a minor irregularity and waived by the City Council:

1. The lowest bidder, R.E. Schultz, did not submit a “GameTime Official Certified Installer” certificate at the time of the bid.

Therefore, staff recommends that City Council waive the minor irregularity in the bid from R.E. Schultz, award a standard Public Works Contract to R.E. Schultz in the amount of $161,725 for Hilltop Park Playground Improvement, Project No. PW 16-05 and authorize an additional $21,275 for construction related contingencies.
December 7, 2015

CITY OF EL SEGUNDO
Public Works Department JOHN GILMOUR
350 Main Street
El Segundo CA 90245

Hello John,

My name is Kevin Carter owner of Unlimited Engineering. This letter serves as an official protest of Hilltop park public bid #PW 16-05.

At the time of bid, R.E. Schultz Construction Services does not have a Game Time Official Certified Installer certification from Game Time as specified under attachment A SPECIAL LICENSE REQUIREMENT, nor did they list a certified installer as a subcontractor.

I have attached a copy of the SPECIAL LICENSE REQUIREMENTS:

Respectfully,
Kevin Carter
Owner/President
Unlimited Engineering Contracting, Inc.
UNLIMITEDENGINEERING101@YAHOO.COM
SPECIAL LICENSE REQUIREMENT:

CONTRACTORS bidding on this project must already have obtained a "Gametime Official Certified Installer" certification from Gametime (A Playcore Company).

Submission of certificate is a requirement of the project. There is not enough time between Bid Due date and Start of Construction date to receive the certificate of program completion from Gametime.
December 8, 2015

VIA EMAIL & US MAIL
jgilmour@elsegundo.org

John Gilmour
City of El Segundo
Dept. of Public Works
350 Main St,
El Segundo, CA 90245

RE: Formal Bid Protest of R.E. Schults Construction and Unlimited Engineering Contracting Bid Proposals for Hilltop Park Playground Improvement Project No.: PW 16-05

Dear Mr. Gilmour

Please consider this letter a formal bid proposal protest by ABNY General Engineering Inc. in regards to the proposal submitted by R.E. Schults Construction and Unlimited Engineering Contracting. After review of the bid documents submitted by both contractors, ABNY believes that both bid proposals should be deemed non-responsive based upon the following:

Both contractors did not list any subcontractor for playground equipment installation. As per bidding instructions on page I-B-3 item #6 and general provisions 2-3.1 on page II-B-3 “Failure to list any of subcontractors on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so”. As per attachment A manufacturer’s specifications, under special license requirement “CONTRACTORS bidding on this project must already have obtained a “Gametime Official Certified Installer” certification from Gametime (A Playcore Company)”. Since both contractors at the time of the bid do not have that certification, they are not qualified to do the installation of the equipment.

ABNY believes that the above fact warrants a “non-responsive bid” be given to R.E. Schults Construction and Unlimited Engineering Contracting. We welcome any discussions on this finding. Please do not hesitate to contact us should you wish to discuss this protest in further detail.

Thank you for your time in this matter.

Sincerely,

Sam Wahba
President
ABNY General Engineering Inc.
John Gilmour  
City of El Segundo  
Department of Public Works  
350 Main Street  
El Segundo, CA  90245

December 3, 2015

John,

In reference to the Hilltop Park Playground Bid submitted to the City of El Segundo, a request has been made regarding the validation of RE Shultz as a GameTime Certified Installer. The crew foreman for RE Shultz, Doug Lewis, has been certified by GameTime to install the specified play equipment. His certification is still valid, and as long as Doug Lewis is actively engaged on site during the installation of the play equipment, then Game Time / Great Western Park & Playground finds no issue with recognizing his certification with his employment with RE Shultz.

Sincerely,

Debbie Bond  
Chief Operations Officer  
Great Western Park & Playground
AGENDA DESCRIPTION:

Consideration and possible action to adopt two Resolutions authorizing the City Manager to Execute a Joint Powers Agreement (JPA) with the California Home Finance (CHF) Authority ("Authority") to participate in the Ygrene Works Property Assessed Clean Energy (PACE) Program ("Program"); authorizing the Authority to take action by including property within the City’s jurisdiction in the Program; and authorizing the City Manager to execute documents needed to implement the resolutions in a form approved by the City Attorney.

(Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:

1. Review and adopt two proposed Resolutions; or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Proposed Resolutions
2. Joint Powers Agreement

FISCAL IMPACT: None

Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Mickie Tagle, Senior Executive Assistant
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

California Assembly Bill (AB) 811 authorized all California cities and counties to designate areas within which willing property owners could enter into contractual assessments to finance the installation of energy efficiency improvements and renewable energy generation improvements that are affixed to the property tax bill. Senate Bill (SB) 555 is an expanded authority under the Mello-Roos Community Facilities Act of 1982, enabling the financing of energy efficiency, renewable energy generation, and water conservation measures through a Mello-Roos District. Based on the repayment structure, these types of programs are referred to as Property Assessed Clean Energy, or PACE, programs. Once an assessment district is formed, property owners voluntarily participate in the district through the submittal/approval of finance assistance. Property taxes remain unchanged for those properties located within the district who choose to not participate.
In July 2015, South Bay City Council of Governments (SBCCOG) Board of Directors approved participation in the Ygrene program for PACE financing for residential, commercial, and industrial properties. CHF, which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority and contracts with Ygrene Energy Fund CA LLC to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

As of November 2015, active LA County cities participating: Lancaster, Bellflower, Irwindale, Lomita, San Marino, Malibu, Los Angeles City, Carson, Hawthorne, Torrance, Rolling Hills Estates, Santa Fe Springs, and Bell.

In 2013, SBCCOG and El Segundo City Council also approved participation in one other PACE program: FIGTREE program funding commercial, industrial, and multi-family properties; and another energy efficiency program, the HERO program financing both residential and commercial properties.

SBCCOG is encouraging cities to participate in all three programs to allow residents to be able to pick which program most meets their needs and requirements. There is no cost to the City to become an associate member of the JPA or by opting into the PACE programs described in this report. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

To participate in the Ygrene PACE programs, the City must become an Associate Member of CHF (JPA attached.) Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions approve joining the JPA as an Associate Member, and also permit property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District, and the CHF AB 811 Authority PACE Program, respectively.

If adopted, the two proposed resolutions authorize CHF (1) to accept applications from property owners within the City’s incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.
RESOLUTION NO.  

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ________, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of ________ (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached
as Exhibit “A” hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

(Insert Voting Block for the City)
RESOLUTION NO. ____________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ____________, CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the “Authority”) has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the “Act”) and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the “District”); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the “Authorized Improvements”); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the “Authority JPA”) to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of _____________ is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the “Unanimous Approval Agreement”), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

City CFD Opt-In
82671.00001/9523870.4

- 1 -
WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit “A” hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

(Insert Voting Block for the City)
CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

   Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:


   "Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.
"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting
in financing as authorized herein, jointly exercised in the manner set forth herein.

3. **Principal Place of Business**

   The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. **Creation of Authority; Addition of Members or Associate Members**

   a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

   b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

   c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

   d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board.

5. **Term and Termination of Powers**

   This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. **Powers; Restriction upon Exercise**
a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

1. executing contracts,
2. employing agents, consultants and employees,
3. acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
4. acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
5. incurring debts, liabilities or obligations,
6. receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
7. suing and being sued in its own name, and litigating or settling any suits or claims,
8. doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
9. establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water
conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

c. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

d. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

e. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member’s appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the
rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member’s designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c.,

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except
that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board’s annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve ex officio as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority’s business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority’s funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars ($100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer’s duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority’s books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition
The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change
in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority’s office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars ($5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal
proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. Construction. The section headings herein are for convenience only and are not to
be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

**AS ADOPTED BY THE MEMBERS:**

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]
SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

_________________________  Dated: ________________

By: _______________________

Name: ____________________

Title: ____________________

Attest:

By _______________________

[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814
ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action to adopt an Ordinance deleting El Segundo Municipal Code ("ESMC") Chapter 10-2 regarding Water Conservation in Landscaping; adding a new ESMC Chapter 15-15A regarding Water Conservation in Landscaping; amending ESMC § 15-1-6 to add new definitions for types of landscaping and artificial turf; amending ESMC § 15-2-14 regarding landscaping and artificial turf requirements; and amending certain landscaping sections in all Zoning Districts in ESMC Title 15. (Fiscal Impact: None) Applicant: City of El Segundo.

RECOMMENDED COUNCIL ACTION:
1) Waive second reading and adopt Ordinance No.1515 for Environmental Assessment No. EA-1132 and Zone Text Amendment No. 15-01; and/or
2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1515

FISCAL IMPACT: None

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

BACKGROUND AND DISCUSSION:
On December 1, 2015, the City Council introduced an Ordinance which amends various provisions of the El Segundo Municipal Code relating to water conservation in landscaping (Environmental Assessment No. EA-1132 and Zone Text Amendment No. 15-01). In particular, the Ordinance would allow artificial turf and synthetic grass in residential zones throughout the City, and restates and amends the City’s existing standards for water conservation in landscaping. The City is required by the State to either adopt the State’s Model Water Efficient Landscape Ordinance, or adopt their own ordinance, which must be at least as effective in conserving water. The Council may waive second reading and adopt the Ordinance. If adopted, Ordinance No. 1515 will become effective in 30 days.

ENVIRONMENTAL REVIEW:
The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15307 as a Class 7 exemption (Actions by Regulatory Agencies for Protection of Natural Resources), because
the Ordinance consists of an action taken by the City to assure maintenance, restoration, enhancement, or protection of water resources in the City, and § 15308 as a Class 8 exemption (Actions by Regulatory Agencies for the Protection of the Environment) because the Ordinance consists of regulations and procedures which aim to protect the environment.
ORDINANCE NO. 1515

AN ORDINANCE DELETING EL SEGUNDO MUNICIPAL CODE (ESMC) CHAPTER 10-2 REGARDING WATER CONSERVATION IN LANDSCAPING; ADDING A NEW ESMC CHAPTER 15-15A REGARDING WATER CONSERVATION IN LANDSCAPING; AMENDING ESMC § 15-1-6 TO ADD NEW DEFINITIONS FOR TYPES OF LANDSCAPING AND ARTIFICIAL TURF; AMENDING ESMC § 15-2-14 REGARDING LANDSCAPING AND ARTIFICIAL TURF REQUIREMENTS; AND AMENDING LANDSCAPING SECTIONS IN ALL ZONING DISTRICTS.

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 April 1, 2015, California Governor Brown issued Executive Order No. B-29-15 imposing restrictions on the use of water due to severe drought conditions throughout the State;

B. On July 15, 2015, pursuant to Governor Brown’s Executive Order, the California Water Commission approved a revised Model Water Efficient Landscape Ordinance (Model Ordinance);

C. On October 9, 2015, Governor Brown signed into law Assembly Bill No. AB 1164, regarding water conservation and drought tolerant landscaping;

D. On October 5, 2015, City staff initiated an application for Environmental Assessment No. EA-1132 and Zone Text Amendment No. ZTA 15-01 to the El Segundo Municipal Code ("ESMC") to amend the City’s Water Conservation in Landscaping regulations;

E. The application was reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the ESMC;

F. 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);

G. The Planning and Building Safety Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for November 12, 2015;
H. On November 12, 2015, 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;

I. On November 12, 2015, the Planning Commission directed staff to revise the draft ordinance to allow the use of "Artificial Turf" or "Synthetic Grass" in all residential zoning districts for landscaping projects with no maximum area limitations, without the requirement of an Adjustment application approval, and to provide first time violators of the new proposed provisions a written warning before issuing a citation. After considering the public testimony, documentary evidence, and incorporating the recommendations made by the Planning Commission, the Planning Commission adopted Resolution No. 2785 recommending the City Council approve Environmental Assessment No. EA-1132 and Zone Text Amendment No. ZTA 15-01;

J. On December 1, 2015, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance; and

K. 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 December 1, 2015 hearing and the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Environmental Assessment. Adopting this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15307 as a Class 7 exemption (Actions by Regulatory Agencies for Protection of Natural Resources), because the Ordinance consists of an action taken by the City to assure maintenance, restoration, enhancement, or protection of water resources in the City, and § 15308 as a Class 8 exemption (Actions by Regulatory Agencies for the Protection of the Environment) because the Ordinance consists of regulations and procedures which aim to protect the environment.

SECTION 3: Findings. The City Council incorporates by reference all of the findings and conclusions set forth in Planning Commission Resolution No. 2785 as fully set forth including, without limitation, the Environmental Assessment set forth in Section 3 of Resolution No. 2785.


SECTION 5: ESMC §15-1-6 (Definitions) is amended to add definitions of "Artificial Turf," "Hardscape," "Softscape," "Synthetic Grass," and "Xeriscape" as follows:

ARTIFICIAL TURF (also referred to as SYNTHETIC GRASS): A surface of synthetic  
Page 2
fibers made to look like natural grass."

"* * * *

HARDSCAPE: Any durable material (permeable and non-pervious) that is comprised of solid man-made and natural materials used in the built environment such as: stone, tile, wood, crushed rock, gravel, granite, brick, metal, glass, bitumen, concrete, and masonry. Hardscape projects may include paved areas, walkways, patios, statuary, walls, pools, fountains, fireplaces, fire pits, stone benches, and architectural landscape features."

"* * * *

SOFTSCAPE: Softscape includes to trees, shrubs, flowers, live horticulture plants, vines, groundcovers, grasses, shrubs, trees, and may include high quality artificial plants and durable synthetic grass or artificial turf which are not made with heavy metals or lead with completely pervious backing."

"* * * *

SYNTHETIC GRASS (also referred to as ARTIFICIAL TURF): A surface of synthetic fibers made to look like natural grass."

"* * * *

XERISCAPING: (often incorrectly spelled zero-scaping or xeroscaping) is landscaping and gardening that reduces or eliminates the need for supplemental water from irrigation. It is promoted in regions that do not have easily accessible, plentiful, or reliable supplies of fresh water, and is gaining acceptance in other areas as access to water becomes more limited. Xeriscaping may be an alternative to various types of traditional gardening.

"* * * *

SECTION 6: Subsection A of ESMC §15-2-14 (Landscaping) is amended to read as follows:

"15-2-14: LANDSCAPING:

A. Requirement; Purpose: The goal of this section is to ensure that adequate landscape areas and permanent water-efficient irrigation facilities systems are provided for all new non-residential development. The area extending between a building(s) and property lines must contain both soft Softscape (plantings) and hard Hardscape (rock, brick, concrete) landscape materials, except for those portions devoted to vehicular parking and loading. All Softscape area provided for each project site in non-residential zoning districts must be natural plant material, preferably native to the area and not include artificial turf or synthetic grass except as otherwise provided in this Title. -Lots in residential zoning districts are allowed to contain artificial turf or synthetic grass provided that the Director of Planning and Building Safety will review the use of artificial turf or synthetic grass to require that the type and quality of material used is not harmful to the environment (such as containing lead based or other hazardous materials); to require a pervious surface to address percolation, drainage, runoff, and stormwater detention requirements; and to require that the artificial turf or synthetic grass is incorporated into a comprehensive...
landscaping design and site planning. All new non-residential landscape projects areas must comply with title 10, chapter 2 title 15, chapter 15A of this code relating to water conservation in landscaping.

* * * *

SECTION 7: ESMC §15-4A-7 is amended to read as follows:

"15-4A-7: LANDSCAPING:

Landscaping and irrigation must be provided within the front and street side setback areas. Those setback areas fronting upon a public street must incorporate a combination of soft Softscape (plantings) and hard Hardscape (rock, brick, concrete) in the landscape materials, except for those portions devoted to vehicular parking.

A. A minimum of twenty five percent (25%) of the front yard setback area must be maintained with permanent landscaping that contains a combination of lawn, trees, vines, bushes and ground covers, and does not include hard Hardscape landscape materials for lots less than fifty feet (50') in width.

B. A minimum of thirty five percent (35%) of the front yard setback area must be maintained with permanent landscaping that contains a combination of lawn, trees, vines, bushes and ground covers, and does not include hard Hardscape landscape materials for lots that are fifty feet (50') or greater in width."

SECTION 8: ESMC §15-4B-7 is amended to read as follows:

"15-4B-7: LANDSCAPING:

Landscaping and irrigation shall be provided within the front yard and street side setback areas. Those setback areas fronting upon a public street must incorporate a combination of soft Softscape (plantings) and hard Hardscape (rock, brick, concrete) in the landscape materials, except for those portions devoted to vehicular parking."

SECTION 9: Subsections A and B of ESMC § 15-4C-6 is amended to read as follows:

"15-4C-6: LANDSCAPING:

A. Landscaping and irrigation shall be provided within the front yard and street side setback areas.

B. Those setback areas fronting upon a public street shall incorporate a combination of soft Softscape (plantings) and hard Hardscape (rock, brick, concrete) in the landscape materials, except for those portions devoted to vehicular parking. At least fifty percent (50%) of the required common open space shall include soft Softscape landscaping. In addition, those portions of the property which abut a different zoning classification shall
must be landscaped with trees and shrubs to provide an effective buffer from adjoining
property.

SECTION 10: ESMC §15-5A-8 is amended to read as follows:

“15-5A-8: LANDSCAPING:

Landscaping shall must be provided as required by section 15-2-14 and Chapter 15-15A
of this title.”

SECTION 11: ESMC §15-5B-8 is amended to read as follows:

“15-5B-8: LANDSCAPING:

Landscaping shall must be provided as required by section 15-2-14 and Chapter 15-15A
of this title.”

SECTION 12: ESMC §15-5C-8 is amended to read as follows:

“15-5C-8: LANDSCAPING:

Landscaping shall must be provided as required by section 15-2-14 and Chapter 15-15A
of this title.”

SECTION 13: ESMC §15-5D-8 is amended to read as follows:

“15-5D-8: LANDSCAPING:

Landscaping shall must be provided as required by section 15-2-14 and Chapter 15-15A
of this title.”

SECTION 14: ESMC §15-5E-8 is amended to read as follows:

“15-5E-8: LANDSCAPING:

Landscaping shall must be provided as required by section 15-2-14 and Chapter 15-15A
of this title.”

SECTION 15: ESMC §15-5F-9 is amended to read as follows:

“15-5F-9: LANDSCAPING:

Landscaping shall must be provided as required by section 15-2-14 and Chapter 15-15A
of this title.”
SECTION 16: ESMC §15-5G-7 is amended to read as follows:

“15-5G-7: LANDSCAPING:

Landscaping must be provided as required by section 15-2-14 and Chapter 15-15A of this title.”

SECTION 17: ESMC §15-6A-8 is amended to read as follows:

“15-6A-8: LANDSCAPING:

Landscaping shall *must* be provided as required by section 15-2-14 and Chapter 15-15A of this title.”

SECTION 18: ESMC §15-6B-8 is amended to read as follows:

“15-6B-8: LANDSCAPING:

Landscaping shall *must* be provided as required by section 15-2-14 and Chapter 15-15A of this title.”

SECTION 19: ESMC §15-6C-8 is amended to read as follows:

“15-6C-8: LANDSCAPING:

In the SB Zone, landscaping requirements shall *beare* as follows:

A. A minimum of three percent (3%) of the total site *shall* must be devoted to landscaping;

B. Landscaping *shall* must consist of trees, shrubs, vines, bushes, flowers, ground coverings or any combination thereof.

C. Landscaping shall *must* not consist solely of artificial plants, turf, crushed rock, redwood bark or decorative pavement.

D. Within the first three feet (3') of the front yard setback, a raised planter (2 feet minimum above sidewalk) shall be provided for the entire frontage, excluding entrances to the building or parking. The raised planter shall be provided with permanent watering facilities. Suggested plant materials may include Italian cypress, Chinese juniper, creeping fig and geraniums for color. Items such as turf, artificial plants, AstroTurf/artificial turf or synthetic grass and full size trees are not suitable for this location.

E. All landscaped areas shall *must* be provided with permanent watering facilities.”

SECTION 20: ESMC §15-6D-8 is amended to read as follows:
“15-6D-8: LANDSCAPING:

In the MM Zone, landscaping requirements shall be as follows:

A. A minimum of seven percent (7%) of the total site’s square footage shall be devoted to landscaping.

B. Landscaping is not required in side yard setbacks unless the side yard abuts a dedicated street or abuts a different zone.

C. Landscaping shall consist of trees, shrubs, vines, bushes, flowers, ground coverings or any combination thereof.

D. Landscaping shall not consist solely of artificial plants, artificial turf, crushed rock, redwood bark or decorative pavement.

E. In the front yard setback, an at-grade or raised planter landscaping shall be employed. A permanent evergreen ground cover (turf, ivy) and trees are the basic material recommended. One fifteen (15) gallon tree shall be provided for every twenty five feet (25') of lot frontage on a dedicated street.

F. All landscaped areas shall be provided with permanent watering facilities.”

SECTION 21: ESMC §15-7A-5 is amended to read as follows:

“15-7A-5: LANDSCAPING:

A. Five percent (5%) of the total at-grade vehicular use area shall be landscaped; and

B. All landscaped areas shall be provided with permanent watering facilities.”

SECTION 22: ESMC §15-7B-8 is amended to read as follows:

“15-7B-8: LANDSCAPING:

A. In the fifteen foot (15’) front yard setback, a raised planter, utilizing common brick as accent or veneer application, shall be provided for a minimum of fifty percent (50%) of the total front yard setback area. Items such as turf, artificial plants, AstroTurf, artificial turf or synthetic grass, crushed white rock and pavement are not suitable for this location.

B. Landscaping shall consist of a combination of Softscape materials. trees, shrubs, vines, bushes, flowers, evergreen ground covers or any combination thereof.

C. Landscaping shall not consist solely of artificial plants, artificial turf or synthetic
grass, turf, crushed rock, redwood bark or decorative pavement.

D. Five percent (5%) of the total at-grade vehicular use area shall be landscaped.

E. All landscaped areas shall be provided with permanent wateringwater-efficient irrigation facilities systems."

SECTION 23: ESMC §15-7C-8 is amended to read as follows:

"15-7C-8: LANDSCAPING:

Landscaping in the proposed MMO district will be provided as required in the underlying zone(s)."

SECTION 24: ESMC §15-8-6 is amended to read as follows:

"15-8-6: LANDSCAPING:

Five percent (5%) of the at-grade total vehicular use area shall be landscaped. Landscaping shall conform to Title 10, Chapter 2 Title 15, Chapter 15A of this Code.

SECTION 25: ESMC §15-9-6 is amended to read as follows:

"15-9-6: LANDSCAPING:

Five percent (5%) of the at-grade total vehicular use area shall be landscaped. Landscaping shall conform to Title 10, Chapter 2 Title 15, Chapter 15A of this Code."

SECTION 26: A new ESMC Chapter 15-15A is added to read as follows:

"CHAPTER 15A

WATER CONSERVATION IN LANDSCAPING

15-15A-1: PURPOSE:
15-15A-2: DEFINITIONS:
15-15A-3: APPLICATION OF POLICIES:
15-15A-4: SUBMITTAL REQUIREMENTS:
15-15A-5: LANDSCAPE DOCUMENTATION PACKAGE REQUIREMENTS:
15-15A-6: WATER EFFICIENT LANDSCAPE WORKSHEET:
15-15A-7: SOIL MANAGEMENT REPORT:
15-15A-8: GRADING DESIGN PLAN REQUIREMENTS:
15-15A-9: STORMWATER MANAGEMENT AND RAINWATER RETENTION:
15-15A-10: WATER FEATURES:
15-15A-11: LANDSCAPE MAINTENANCE:
15-15A-12: MODEL HOME LANDSCAPING:
15-15A-13: PRESCRIPTIVE COMPLIANCE OPTION
15-15A-14: VERIFICATION OF COMPLIANCE:
15-15A-15: PROVISIONS FOR EXISTING LANDSCAPES:
15-15A-16: PENALTIES FOR VIOLATION AND ENFORCEMENT:

15-15A-1: PURPOSE:

This chapter is adopted in accordance with Government Code section 65595(c) for the purpose of complying with California law and promoting water conservation. This chapter may be referred to as the "water conservation in landscaping standards." The water conservation in landscaping standards are intended to promote water conservation while allowing the maximum possible flexibility in designing healthy, attractive, and cost effective water efficient landscapes.

15-15A-2: DEFINITIONS:

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter. Words and phrases not defined by this chapter have the meanings stated in the Water Conservation in Landscaping Act (Government Code § 65591 et seq.); regulations promulgating the water conservation in landscaping act; this code; and any successor statutes or regulations.

APPLIED WATER: The portion of water supplied by the irrigation system to the landscape.

AUTOMATIC IRRIGATION CONTROLLER: A timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

BACKFLOW PREVENTION DEVICE: A safety device used to prevent pollution or contamination of the potable water supply due to the reverse flow of water from the irrigation system.

CERTIFICATE OF COMPLETION: The document that certifies that the landscape design plan, irrigation scheduling parameters and landscape project has been installed per the approved landscape documentation package. An irrigation audit report must also be included to obtain the final certificate of completion for the project.

CERTIFIED IRRIGATION DESIGNER: A person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the U.S. environmental protection agency's WaterSense irrigation designer certification program and Irrigation Association's certified irrigation designer program.
CERTIFIED LANDSCAPE IRRIGATION AUDITOR: A person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.

CHECK VALVE OR ANTIDRAIN VALVE: A valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

CLIMATE ZONE: A region characterized by long-term weather patterns. The climate is measured by assessing weather patterns, variation in temperature, air pressure, wind, humidity, precipitation, sunshine, atmospheric particle count and other meteorological variables in a given region. The climate of a region is affected by its latitude, terrain, and altitude, as well as nearby water bodies and their currents. Evapotranspiration along with temperature and precipitation are used for classifying which animals and plants species would thrive in a specific climate zone. As such, the garden collection of plant species described in Sunset Western Climate Zone No. 24 with (Marine influence along the Southern California Coast) would perform best in the City of El Segundo.

COMMON INTEREST DEVELOPMENTS: Community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.

COMPOST: The safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

CONVERSION FACTOR (.62): The number that converts acre-inches per acre per year to gallons per square foot per year.

DESIGNER: A person qualified to practice landscape architecture and/or irrigation design.

DISTRIBUTION UNIFORMITY: The measure of the uniformity of irrigation water over a defined area.

DRIP IRRIGATION: Any nonspray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

ECOLOGICAL RESTORATION PROJECT: A project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

EFFECTIVE PRECIPITATION or USABLE RAINWATER (Eppt): The portion of total precipitation which becomes available for plant growth.
EMITTER: A drip irrigation emission device that delivers water slowly from the system to the soil.

ESTABLISHED LANDSCAPE: The point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

ESTABLISHMENT PERIOD OF THE PLANTS: The first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

ESTIMATED TOTAL WATER USE (ETWU): The total water used for the landscape. The ETWU is calculated based on the plants used and irrigation method selected for the landscape design. The ETWU must be below the MAWA.

“ET” ADJUSTMENT FACTOR (ETAF): A factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas must not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

EVAPOTRANSPIRATION RATE: The quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

FLOW RATE: The rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

FLOW SENSOR: An inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

FRIABLE: A soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

FUEL MODIFICATION PLAN GUIDELINE: Guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

GRAYWATER: Untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to,
wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

GUIDELINES FOR THE CITY OF EL SEGUNDO LAND DEVELOPMENT PROVISIONS FOR LANDSCAPING AND THE GUIDELINES FOR IMPLEMENTATION OF WATER EFFICIENT LANDSCAPE: Regulations separately adopted by city council resolution, and incorporated by reference into this chapter, providing specific regulations for water conservation.

HARDSCAPE: Any durable material (pervious and nonpervious) that is comprised of solid man-made and natural materials used in the built environment such as: stone, tile, wood, crushed rock, gravel, granite, brick, metal, glass, bitumen, concrete, and masonry. Hardscape projects may include paved areas, walkways, patios, statuary, walls, pools, fountains, fireplaces, fire pits, stone benches, and architectural landscape features.

HYDROSEEDING (otherwise referred to as hydraulic mulch seeding, hydro-mulching, hydraseeding): is a planting process that uses a slurry of seed and mulch. It is often used as an erosion control technique on construction sites, as an alternative to the traditional process of broadcasting or sowing dry seed.

HYDROZONE: A portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or nonirrigated.

INFILTRATION RATE: The rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

INVASIVE PLANT SPECIES: Species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California invasive plant inventory and USDA invasive and noxious weeds database.

IRRIGATION AUDIT: An in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “Watersense” labeled auditing program.

IRRIGATION EFFICIENCY (or “IE”): The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.
IRRIGATION SURVEY: An evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

IRRIGATION SYSTEM: A complete connection of system components, including the water distribution network and the necessary irrigation equipment downstream from the backflow prevention device.

IRRIGATION WATER USE ANALYSIS: A review of water use data based on meter readings and billing data.

LANDSCAPE ARCHITECT: A person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

LANDSCAPE AREA: All the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious Hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

LANDSCAPE CONTRACTOR: A person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

LANDSCAPE DOCUMENTATION PACKAGE: The documents required to be provided to the city for review and approval of landscape design projects, as described in the implementation procedures of this water conservation in landscaping standards. (See § 15-15A-5).

LANDSCAPE PROJECT: The total new or altered landscape area in a project, as defined in "landscape area" for the purposes of this chapter, meeting requirements of water conservation in landscaping.

LANDSCAPE WATER METER: An inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

LATERAL LINE: The water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

LOCAL AGENCY: A city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.
LOCAL WATER PURVEYOR: Any entity, including a public agency, city, county, or private water company that provides retail water service.

LOW VOLUME IRRIGATION: The application of irrigation water at low pressure through a system of tubing or lateral lines and low volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

MAIN LINE: The pressurized pipeline that delivers water from the water source to the valve or outlet.

MASTER SHUT-OFF VALVE: An automatic valve installed at the irrigation supply point which controls water flow into the irrigation system which when closed, water will not be supplied to the irrigation system.

MAXIMUM APPLIED WATER ALLOWANCE (MAWA): The upper limit of annual applied water for the established landscaped area. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use must not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)].

MEDIAN: is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

MICROCLIMATE: The climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

MINED-LAND RECLAMATION PROJECTS: Any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

MODEL HOME: A facility used exclusively for the promotion and sale of homes similar to the model.

MULCH: Any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

NEW CONSTRUCTION: A new building with a landscape or other new landscape such as a park, playground, or greenbelt without an associated building.
NON-RESIDENTIAL LANDSCAPE: Landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

OPERATING PRESSURE: The pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

OVERHEAD SPRINKLER IRRIGATION SYSTEMS: Systems that deliver water through the air (e.g., spray heads and rotors).

OVERSPRAY: The irrigation water which is delivered beyond the target area.

PERMIT: An authorizing document issued by local agencies for new construction or rehabilitated landscape.

PERVIOUS: Any surface or material that allows the passage of water through the material and into the underlying soil.

PLANT FACTOR or PLANT WATER USE FACTOR: is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this Chapter, the plant factor range for very low water use plants is 0.0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this Chapter are derived from the publication “Water Use Classification of Landscape Species”. Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

PLANTING PLAN: A planting plan must identify location, spacing, numbers, container planting sizes of all plant materials including common and botanical names.

PROJECT APPLICANT: The individual or entity submitting a Landscape Documentation Package to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.

RAIN SENSOR OR RAIN SENSING SHUTOFF DEVICE: A component which automatically suspends an irrigation event when it rains.

RECORD DRAWING or AS-BUILTS: A set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

RECREATIONAL AREA: Areas, excluding private single family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.
RECYCLED WATER, RECLAIMED WATER, OR TREATED SEWAGE EFFLUENT WATER: Treated or recycled wastewater of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

REFERENCE EVAPOTRANSPIRATION: or “ETo”: A standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.

REGIONAL WATER EFFICIENT LANDSCAPE ORDINANCE: A local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region.

REHABILITATED LANDSCAPE: Any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of ESMC § 15-15A-3, and the modified landscape area is equal to or greater than 2,500 square feet.

RESIDENTIAL LANDSCAPE: Landscapes surrounding single or multi-family homes.

RUNOFF: Water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

SOFTSCAPE: Softscape includes to trees, shrubs, flowers, live horticulture plants, vines, groundcovers, grasses, shrubs, trees, and may include high quality artificial plants and durable synthetic grass or artificial turf which are not made with heavy metals or lead with completely pervious backing.

SOIL MOISTURE SENSING DEVICE or SOIL MOISTURE SENSOR: A device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

SOIL TEXTURE: The classification of soil based on its percentage of sand, silt, and clay.

SPECIAL LANDSCAPE AREA (SLA): An area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

SPRINKLER HEAD: A device which delivers water through a nozzle.

STATIC WATER PRESSURE: The pipeline or municipal water supply pressure when water is not flowing.
STATION: An area served by one valve or by a set of valves that operate simultaneously.

STORMWATER RETENTION/DETENTION FEATURE: A device or system of improvements that captures, retains and subsequently releases stormwater runoff from the site at a lesser volume and/or slower rate than it is collected, while holding the runoff in temporary storage for the purposes of infiltration, bioretention, and/or storage with beneficial use as landscape irrigation.

SWING JOINT: An irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

SUBMETER: A metering device to measure water applied to the landscape that is installed after the primary utility water meter.

TURF: A ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, perennial rye grass, red fescue, and tall fescue are cool grasses. (Minimize cool season turf.) Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm season grasses.

VALVE: A device used to control the flow of water in the irrigation system.

WATER CONSERVING PLANT SPECIES: A plant species identified as having a very low or low plant factor.

WATER FEATURE: A design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for onsite wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

WATERING WINDOW: The time of day irrigation is allowed.

“WUCOLS”: The Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources (2014).

XERISCAPING (often incorrectly referred to as “zero-scaping” or “xeroscaping”): is landscaping and gardening that reduces or eliminates the need for supplemental water from irrigation. It is promoted in regions that do not have easily accessible, plentiful, or reliable supplies of fresh water, and is gaining acceptance in other areas as access to water becomes more limited. Xeriscaping may be an alternative to various types of traditional gardening. The xeriscape landscaping design may include natural rocks in
various sizes, shapes, colors and the use of California native species combined with species from the Arizona desert, which are drought tolerant and require very little water or rain to maintain.

15-15A-3: APPLICATION OF POLICIES:

A. Applicability:

This chapter applies to all of the following landscape projects:

1. New development projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building permit, plumbing permit, or design review.

2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building permit, plumbing permit, or design review.

3. Projects with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in ESMC § 15-15A-13.

4. Projects using treated or untreated graywater or rainwater captured on the site, with an area less than 2,500 square feet which meets the lot or parcel’s landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on the site. Projects using graywater systems must conform to the California Plumbing Code (Title 24, Part 5, Chapter 16).

5. Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to sections ESMC § 5-15A-6, § 15-15A-5(I), and § 15-15A-14(D); and existing cemeteries are limited to the requirements described in ESMC § 15-15A-15.

6. Existing landscapes limited to the requirements described in ESMC § 15-15A-15.

B. Nonapplicability: This chapter is not applicable to:

1. Registered local, state or federal historical sites.

2. Ecological restoration projects that do not require a permanent irrigation system.

3. Mined-land reclamation projects that do not require a permanent irrigation system.

4. Existing plant collections, as part of botanical gardens and arboretums open to the public.
5. Any project with a landscaped area less than five hundred (500) square feet, unless the Director of Planning and Building Safety determines that substantial compliance with the purpose of this chapter requires that a landscape plan be submitted or the existing irrigation system must be modified.

15-15A-4: SUBMITTAL REQUIREMENTS:

The Project Applicant must submit the following:

A. A Landscape Documentation Package for review and approval to the Planning and Building Safety Department.

B. The Landscape Documentation Package must include a "Certificate of Completion" that has been prepared by an appropriately licensed professional stating that the landscape design and water use calculations were prepared by or under the supervision of the licensed professional and are certified to comply with the Water Conservation in Landscaping Act.

C. Before the city issues a building permit, a Landscape Documentation Package must be submitted and reviewed in accordance with this chapter. Applications for a landscape plan approval must be filed by the owner of the affected property or his agent, or by a public entity to which the provisions of this chapter apply, on forms furnished by the Director of Planning and Building Safety.

D. No Landscape Documentation Package can be approved unless the Director of Planning and Building Safety finds that the plan complements the design of the project, is consistent with the provisions of this chapter; compatible with adjacent existing or future public landscaped areas, and with the elevations and appearance of existing structures located upon lots within the immediate vicinity of the lot.

E. Upon approval of the Landscape Documentation Package, the project applicant must submit a copy of the "Water Efficient Landscape Worksheet," provided by City staff to the local water purveyor.

15-15A-5: LANDSCAPE DOCUMENTATION PACKAGE REQUIREMENTS:

A. Landscape Documentation Package Elements: Each Landscape Package must include the following six elements:

1. Project information:
   a) date
   b) project applicant
   c) project address (if available, parcel and/or lot number(s))
   d) total landscape area (square feet)
e) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
f) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
g) checklist of all documents in Landscape Documentation Package
h) project contacts to include contact information for the project applicant and property owner
i) applicant signature and date with statement, “I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package”.
2. Water Efficient Landscape Worksheet describing water budget calculations for the:
   a) Maximum Applied Water Allowance (MAWA)
   b) Estimated Total Water Use (ETWU);
3. Soil management report;
4. Landscape design plan;
5. Irrigation design plan; and
6. Grading design plan.

B. Landscaping Design Plan Requirements: The landscaping plan must identify the location, spacing, numbers, container sizes of all plant materials including common and botanical names, for the project in a clear and legible fashion in accordance with the policies established to implement the provisions of this chapter. The Landscape Design Plan must:

1. delineate and label each hydrozone by number, letter, or other method;
2. identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape must be included in the low water use hydrozone for the water budget calculation;
3. identify recreational areas;
4. identify areas permanently and solely dedicated to edible plants;
5. identify areas irrigated with recycled water;
6. identify type of mulch and application depth;
7. identify soil amendments, type, and quantity;
8. identify type and surface area of water features;
9. identify hardscapes (pervious and non-pervious);
10. identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants must refer to the local agency or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in ESMC §15-15A-9.
11. identify any applicable rain harvesting or catchment technologies as discussed in ESMC § 15-15A-9 and their 24-hour retention or infiltration capacity;
12. identify any applicable graywater discharge piping, system components and area(s) of distribution;
13. contain the following statement: “I have complied with the criteria of the ordinance and
applied them for the efficient use of water in the landscape design plan”; and

14. bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

C. Landscaping Design Plan Criteria: The landscape design plan must address the following design criteria as part of the Landscape Documentation Package:

1. Plant material may be selected for the landscape providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. Methods to achieve water efficiency must include one or more of the following:
   a. protection and preservation of native species and natural vegetation;
   b. selection of water-conserving plant, tree and turf species, especially local native plants;
   c. selection of plants based on local climate suitability, disease and pest resistance;
   d. selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
   e. selection of plants from local and regional landscape program plant lists.
   f. selection of plants from local Fuel Modification Plan Guidelines.

2. Plants having similar water use requirements should be grouped together in distinct hydrozones, with the exception of hydrozones with plants of mixed water use, as specified in ESMC § 15-15A-5 (E)(28).

3. Plants must be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency must include one or more of the following:
   a. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
   b. recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, power lines); allow for adequate soil volume for healthy root growth and
   c. consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
   d. where possible, landscaping should be installed in the fall, in order to establish plant materials when they will benefit most from winter rains.
   e. the use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.

4. Turf: Turf is not allowed on slopes greater than twenty five percent (25%) where the toe of the slope is adjacent to an impermeable Hardscape and where twenty five percent (25%) means one foot (1') of vertical elevation change for every four feet (4') of horizontal length (rise divided by run x 100 = slope percent).
5. High Water Use Plants: The planting of high water use plants is limited to nonturf landscape area. The remaining landscape must be planted with low and moderate water use plant materials. High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

6. A landscape design plan for projects in fire-prone areas must address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches (refer to the local Fuel Modification Plan Guidelines).

D. Soil Preparation, Mulch and Amendments:
1. Prior to the planting of any materials, compacted soils must be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.
2. Soil amendments must be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see ESMC § 15-15A-7).
3. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area must be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.
4. A minimum three inch (3") layer of mulch must be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5 % of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
5. Stabilizing mulching products must be used on slopes that meet current engineering standards.
6. The mulching portion of the seed/mulch slurry in hydro-seeded applications must meet the mulching requirement.
7. Organic mulch materials made from recycled or post-consumer must take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

E. Irrigation System Design Plan: The irrigation plan must identify all components of the irrigation system drawn on project base sheets in a clear and legible fashion in accordance with the policies established to implement the provisions of this chapter. For the efficient use of water, an irrigation system must meet all the requirements listed in this section and the manufacturers’ recommendations. The irrigation system and its related components must be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria must be submitted as part of the Landscape Documentation Package.
Irrigation System:

1. Landscape water meters, defined as either a dedicated water service meter or private submeter, must be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq.ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:
   a) a customer service meter dedicated to landscape use provided by the local water purveyor; or
   b) a privately owned meter or submeter.
2. Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory must be required for irrigation scheduling in all irrigation systems.
3. If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
4. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices must be installed to meet the required dynamic pressure of the irrigation system.
5. Static water pressure, dynamic or operating pressure and flow reading of the water supply must be measured at the point of connection. These pressure and flow measurements must be conducted at the design stage. If the measurements are not available at the design stage, the measurements must be conducted at installation.
6. Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions must be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
7. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) must be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
8. Backflow prevention devices must be required to protect the water supply from contamination by the irrigation system. A project applicant must refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
9. Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5,000 sq. ft. or larger.
10. Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.
11. The irrigation system must be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, Hardscapes, roadways, or structures.
12. Relevant information from the soil management plan, such as soil type and infiltration rate, must be utilized when designing irrigation systems.

13. The design of the irrigation system must conform to the hydrozones of the Landscape Design Plan.

14. The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in ESMC § 15-15A-6 regarding the Maximum Applied Water Allowance (MAWA).

15. All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 “Landscape Irrigation Sprinkler and Emitter Standard. All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

16. It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

17. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

18. Sprinkler heads and other emission devices must have matched precipitation rates, unless otherwise directed by the manufacturer’s recommendations.

19. Head to head coverage is recommended, however, sprinkler spacing must be designed to achieve the highest possible distribution uniformity using the manufacturer’s recommendations.

20. Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to Hardscapes or in high traffic areas of turf or grass.

21. Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

22. Areas less than ten (10) feet in width in any direction must be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

23. Overhead irrigation must not be permitted within (24) inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

   a) the landscape area is adjacent to permeable surfacing and no runoff occurs; or the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or

   b) the irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in ESMC § 15-15A-5(E)(11). Prevention of overspray and runoff must be confirmed during the irrigation audit.

24. Slopes greater than 25% must not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.
audit.

**Hydrozone Criteria:**

25. Each valve must irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
26. Sprinkler heads and other emission devices must be selected based on what is appropriate for the plant type within that hydrozone.
27. Where feasible, trees must be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone must be considered when designing irrigation for the tree.
28. Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:
   a) plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
   b) the plant factor of the higher water using plant is used for calculations.
29. Individual hydrozones that mix high and low water use plants will not be permitted.
30. On the landscape design plan and irrigation design plan, hydrozone areas must be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Water Efficient Worksheet provided by staff. This table can also assist with the irrigation audit and programming the controller.

**The Irrigation Design Plan must contain:**

31. location and size of separate water meters for landscape;
32. location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
33. static water pressure at the point of connection to the public water supply;
34. flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
35. recycled or reclaimed water irrigation systems must be utilized if such lines are readily available adjacent to the site, as specified in ESMC § 15-15A-5 (F);
36. the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan;” and
37. the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

**F. Recycled Water:**

1. The installation of recycled water irrigation systems must allow for the current and
future use of recycled water.
2. All recycled water irrigation systems must be designed and operated in accordance with all applicable local and State laws.
3. Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas must not exceed 1.0.

G. Graywater Systems:

Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems must conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to ESMC § 15-15A-3(A)(4) for the applicability of this ordinance to landscape areas less than 2,500 square feet with the Estimated Total Water Use is met entirely by graywater.

H. Irrigation Scheduling:

For the efficient use of water, all irrigation schedules must be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules must meet the following criteria:

1. Irrigation scheduling must be regulated by automatic irrigation controllers.
2. Overhead irrigation must be scheduled between 8:00 p.m. and 9:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two must apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
3. For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water must be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules must be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.
4. Parameters used to set the automatic controller must be developed and submitted for each of the following:
   a) the plant establishment period;
   b) the established landscape; and
   c) temporarily irrigated areas.
5. Each irrigation schedule must consider for each station all of the following that apply:
   a) irrigation interval (days between irrigation);
   b) irrigation run times (hours or minutes per irrigation event to avoid runoff);
   c) number of cycle starts required for each irrigation event to avoid runoff;
   d) amount of applied water scheduled to be applied on a monthly basis;
   e) application rate setting;
   f) root depth setting;
   g) plant type setting;
h) soil type;
i) slope factor setting;
j) shade factor setting; and
k) irrigation uniformity or efficiency setting.

I. Landscape and Irrigation Maintenance Schedule:

1. Landscapes must be maintained to ensure water use efficiency. A regular maintenance schedule must be submitted with the Certificate of Completion.
2. A regular maintenance schedule must include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
3. Repair of all irrigation equipment must be done with the originally installed components or their equivalents or with components with greater efficiency.
4. A project applicant is encouraged to implement established landscape industry sustainable Best Practices all landscape maintenance activities.

J. Effective Precipitation.

A local agency may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate Maximum Applied Water Allowance: $\text{MAWA} = (\text{ETo} - \text{Eppt}) (0.62) [(0.55 \times \text{LA}) + (0.45 \times \text{SLA})]$ for residential areas. $\text{MAWA} = (\text{ETo} - \text{Eppt}) (0.62) [(0.45 \times \text{LA}) + (0.55 \times \text{SLA})]$ for non-residential areas.

15-15A-6: WATER EFFICIENT LANDSCAPE WORKSHEET:

The estimated water use calculations for the project must be identified. The water use calculations must be certified by the landscape professional that it meets the water conservation in landscaping act requirements and bear the signature of the landscape professional as required by Business and Professions Code Section 5615.

A. Water Efficient Landscape Worksheet: A project applicant must complete the "Water Efficient Landscape Worksheet" supplied by staff, which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the
plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

In calculating the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant must use the annual ETo value for El Segundo of 33.0. The annual ETo is found in the CIMIS Reference Evapotranspiration Zones Map, from Department of Water Resources, published in 1999.

B. Water Budget: Water budget calculations must adhere to the following requirements:

1. The plant factor used must be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.
2. All water features must be included in the high water use hydrozone and temporarily irrigated areas must be included in the low water use hydrozone.
3. All Special Landscape Areas must be identified and the water use for each area must be calculated using the "Water Efficient Landscape Worksheet" supplied by staff.
4. ETAF for new and existing (non-rehabilitated) Special Landscape Areas must not exceed 1.0.

15-15A-7: SOIL MANAGEMENT REPORT:

Soil conditioning notes should be included on the plans. The soil analysis must include a description of: soil texture, water holding capacity, infiltration rate determined by laboratory test or soil infiltration rate table, pH, total soluble salts, sodium, percentage of organic material, and implementation of recommended amendments to the soil. The recommended amendments for the soil must be appropriate for the plants selected. In order to reduce runoff and encourage healthy plant growth, a soil management report must be completed by the project applicant, or his/her designee, as follows:

A. Submit soil samples to a laboratory for analysis and recommendations.
   1. Soil sampling must be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
   2. The soil analysis must include:
      a. soil texture;
      b. infiltration rate determined by laboratory test or soil texture infiltration rate table;
      c. pH;
      d. total soluble salts;
      e. sodium;
      f. percent of organic matter; and
      g. recommendations.
B. In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects must sample at a rate equivalent to 1 in 7 lots.

C. The project applicant, or his/her designee, must comply with one of the following:
   1. If significant mass grading is not planned, the soil analysis report must be submitted to the local agency as part of the Landscape Documentation Package; or
   2. If significant mass grading is planned, the soil analysis report must be submitted to the local agency as part of the Landscape Certificate of Completion.

D. The soil analysis report must be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

E. The project applicant, or his/her designee, must submit documentation verifying implementation of soil analysis report recommendations to the local agency with Certificate of Completion.

15-15A-8: GRADING DESIGN PLAN REQUIREMENTS:

A grading design plan must be submitted as part of the Landscape Documentation Package for the project.

A. The project applicant must submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
   1. height of graded slopes;
   2. drainage patterns;
   3. pad elevations;
   4. finish grade; and
   5. stormwater retention improvements, if applicable.

B. To prevent excessive erosion and runoff, it is highly recommended that project applicants:
   1. grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
   2. avoid disruption of natural drainage patterns and undisturbed soil; and
   3. avoid soil compaction in landscape areas.

C. The grading design plan must contain the following statement: “I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan” and must bear the signature of a licensed professional as authorized by state law.
15-15A-9: STORMWATER MANAGEMENT AND RAINWATER RETENTION:

A. Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

B. Project applicants must refer to the local agency or Regional Water Quality Control Board for information on any applicable stormwater technical requirements.

C. All planted landscape areas are required to have friable soil to maximize water retention and infiltration. (Refer to ESMC § 15-15A-5(D)).

D. It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: the one inch, 24-hour rain event or (2) the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.

E. It is recommended that stormwater projects incorporate any of the following elements to improve on-site stormwater and dry weather runoff capture and use:

1. Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.
2. Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
3. Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
4. Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
5. Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
6. Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.
7. Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

F. Landscape areas containing artificial turf or synthetic grass must be permeable and must not contain lead or other toxic chemicals which can pollute ground water or the storm drain system.

15-15A-10: WATER FEATURES:

Decorative water features such as pools, ponds, and waterfalls used in landscaped areas must incorporate recycling of water, and must use recycled water where it is feasible, cost effective, and meets health standards. The surface area of any water feature must be included in the high water use hydrozone area of the water budget calculation.

A. Recirculating water systems must be used for water features.

B. Where available, recycled water must be used as a source for decorative water features.

C. Surface area of a water feature must be included in the high water use hydrozone area.
of the water budget calculation.
D. Pool and spa covers are highly recommended.

15-15A-11: LANDSCAPE MAINTENANCE:

The property owner must permanently and continuously maintain landscaping and irrigation in a neat, clean and healthy condition, including removal of litter, proper pruning, mowing of lawns, weeds, fertilizing, and watering; and replacement of diseased and/or dead plants and malfunctioning or missing irrigation system components.

The water purveyor will monitor the annual water use at each project site and may require that corrections be made if water consumption substantially exceeds the average yearly water use for landscaping areas.

15-15A-12: MODEL HOME LANDSCAPING:

For each subdivision with model homes, the developer must submit a landscape plan and install landscaping for each model home, incorporating the policies of this chapter and including:

A. Signs identifying water efficient landscape species, hydrozones, irrigation equipment, and other water conserving landscape design elements placed around the model. Signage must include information about the site water use as designed per the local ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

B. Literature must be available to individuals touring the model home describing the design, installation, management, and maintenance of water efficient landscapes.

15-15A-13: PRESCRIPTIVE COMPLIANCE OPTION:

The prescriptive requirements may be used as a compliance option to the Model Water Efficient Landscape Ordinance. Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:

A. Submit a Landscape Documentation Package which includes the following elements:
   1. date
   2. project applicant
   3. project address (if available, parcel and/or lot number(s)
   4. total landscape area (square feet), including a breakdown of turf and plant material
   5. project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-
installed)
6. water supply type (e.g., potable, recycled, well) and identify the local retail water
purveyor if the applicant is not served by a private well
7. contact information for the project applicant and property owner
8. applicant signature and date with statement, "I agree to comply with the
requirements of the prescriptive compliance option to the MWEO".

B. Incorporate compost: at a rate of at least four cubic yards per 1,000 square feet to a
depth of six inches into landscape area (unless contra-indicated by a soil test);

C. Plant material must comply with all of the following:
   1. For residential areas, install climate adapted plants that require occasional, little or
      no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area
      excluding edibles and areas using recycled water;
   2. For non-residential areas, install climate adapted plants that require occasional,
      little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant
      area excluding edibles and areas using recycled water; and
   3. A minimum three inch (3") layer of mulch must be applied on all exposed soil
      surfaces of planting areas except in turf areas, creeping or rooting groundcovers,
      or direct seeding applications where mulch is contraindicated.

D. Turf must comply with all of the following:
   1. Turf must not exceed 25% of the landscape area in residential areas, and no turf
      is permitted in non-residential areas to comply with the Prescriptive Compliance
      Option;
   2. Turf must not be planted on sloped areas which exceed a slope of one (1) foot
      vertical elevation change for every four (4) feet of horizontal length;
   3. Turf is prohibited in parkways less than ten (10) feet wide, unless the parkway is
      adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways
      must be irrigated by sub-surface irrigation or by other technology that creates no
      overspray or runoff.

E. Irrigation systems must comply with the following:
   1. Automatic irrigation controllers are required and must use evapotranspiration or soil
      moisture sensor data.
   2. Irrigation controllers must be of a type which does not lose programming date in
      the event the primary power source is interrupted.
   3. Pressure regulators must be installed on the irrigation system to ensure the
      dynamic pressure of the system is within the manufacturers recommended
      pressure range.
   4. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) must be
      installed as close as possible to the point of connection of the water supply.
   5. All irrigation emission devices must meet the requirements set in the ANSI
      standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter
      Standard," All sprinkler heads installed in the landscape must document a
      distribution uniformity low quarter of 0.65 or higher using the protocol defined in
      ASABE/ICC 802-2014.

F. At the time of final inspection: the permit applicant must provide the owner of the
property with a certificate of completion, certificate of installation, irrigation schedule
and a schedule of landscape and irrigation maintenance.

**15-15A-14: VERIFICATION OF COMPLIANCE:**

**A. Landscape Certificate Of Completion:** Upon completion of the installation of the landscaping, the landscape architect, irrigation designer, contractor, or owner must certify that the landscape complies with all policies of this chapter. A certificate of completion must be obtained from the City. City staff must verify through the inspection process that all equipment, sprinklers and plant species installed conform to the approved landscape documentation package plans for the project. Certification must be accomplished by completion of a landscape certificate on a form approved by the Director of Planning and Building Safety. Additionally, a certified landscape auditor must perform a landscape irrigation audit to obtain final certificate of occupancy. The landscape irrigation audit and landscape certificate for the landscape and irrigation system must be reviewed and approved by the building official before final certificate of occupancy is issued. Failure to submit a complete and accurate landscape certificate will delay final approval of the project and/or discontinue water service.

**B. Items Submitted For Review:** The following items must be submitted for review to request a certificate of compliance:

1. Landscape Certificate of Completion.
3. Irrigation Scheduling Parameters.
5. Landscape and Irrigation Maintenance schedule.

**C. Verification Of Compliance:**

The verification of compliance of the landscape installation with approved plans must be obtained through the certificate of completion in conjunction with a certificate of occupancy.

1. Upon completion of the landscaping project, the applicant must submit a “Landscape Installation Certificate of Completion” to the Planning and Building Safety Department, certifying that the landscaping has been installed as shown on the approved record drawings with the City.

2. No final for the landscaping permit will be approved by the City for the project until the project applicant has submitted an “Irrigation Survey,” or “Irrigation Water Use Analysis,” or “Irrigation Audit” report proving the project does exceed the “Maximum Applied Water Allowance” calculated by the licensed professional as approved in the record drawings with the City. The “Irrigation Survey,” or “Irrigation Water Use Analysis,” or “Irrigation Audit” report must describe how much water is used within a
three-month period after the irrigation system is fully functioning and all landscaping has been installed. The report must be used to evaluate water use in landscaping projects and provide recommendations to prevent water waste. All landscape irrigation audits must be conducted by a certified landscape irrigation auditor.

D. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis Report:

The Landscape Certificate of Completion must be accompanied by an Irrigation Audit, irrigation Survey, or Irrigation Water Use Analysis report. All landscape irrigation audits must be conducted by a certified landscape irrigation auditor. Landscape audits must not be conducted by the person who designed the landscape or installed the landscape.

1. The Irrigation Audit, or Irrigation Survey, or Irrigation Water Use Analysis report must describe the following:
   a) Operation pressure of the irrigation system;
   b) Distribution uniformity of overhead irrigation;
   c) Precipitation rate of overhead irrigation; and
   d) Report of any overspray or broken irrigation equipment.

2. In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

3. For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in ESMC § 15-15A-3:
   a) the project applicant must submit an irrigation audit report with the Certificate of Completion to the local agency which may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rates, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;
   b) the local agency must administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

E. Irrigation Schedule: Irrigation schedule including:

1. Plant establishment irrigation schedule.
2. Regular irrigation schedule by month including: plant type, root depth, soil type, slope factor, shade factor, irrigation interval (days per week), irrigation day, gallons per minute for each valve, precipitation rate, distribution uniformity and monthly estimated water use calculations.

F. Irrigation Maintenance Schedule: An irrigation maintenance schedule time line must be attached to the certificate of completion that includes:

1. Routine inspections, adjustment and repairs to the irrigation system, aerating and dethatching turf areas, replenishing mulch, fertilizing, pruning and weeding.
2. A final inspection must be performed by city staff to verify compliance. The final building permit approval will not be complete until the landscape inspection is approved.
3. A certified landscape auditor must perform a landscape irrigation audit to obtain certificate of occupancy.
4. Irrigation of all landscaped areas must be conducted in a manner conforming to the rules and requirements, and will be subject to penalties and incentives for water conservation and water waste prevention as determined and implemented by the local water purveyor and the City.

15-15A-15: PROVISIONS FOR EXISTING LANDSCAPES:

A. Existing Landscapes:

A local agency may by mutual agreement, designate another agency such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

B. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis:

This section will apply to all existing landscapes that were installed before December 1, 2015 and are over one acre in size:

1. For all landscapes that have a dedicated water meter for the irrigation system, the local agency is required to administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes must be calculated as: MAWA = (0.8) (ETo)(LA)(0.62).

2. For all landscapes that do not have a dedicated meter for the irrigation system, the local agency must administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

3. All Landscape audits must be conducted by a certified landscape irrigation auditor and must describe the items in ESMC § 15-15A-14 (D)(1).

C. Water Waste Prevention:

Local agencies must prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures. Penalties for violation of these prohibitions will be established locally.
Restrictions regarding overspray and runoff may be modified if:
1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

15-15A-16: PENALTIES FOR VIOLATION AND ENFORCEMENT:

A. It is unlawful for any person to violate, to cause, or to maintain a violation of this chapter.
B. It is unlawful to any person to remove or cause removal of water conserving irrigation valves or equipment contrary to the provisions of this chapter.
C. Any person violating any of the provisions of this chapter will be deemed guilty of a misdemeanor. Each day such violation is committed or permitted to continue will constitute a separate offense and will be punishable as such. Before any enforcement action of this section by the city, at least one warning notice shall be provided to a person responsible for a violation of this section, provided that the violation does not create an immediate danger to health or safety. In cases of immediate danger to health and safety, no warning notice is required before an enforcement action.
D. The Director of Planning and Building Safety Department will have authority to perform the following duties:
   1. To enforce the provisions of this chapter and the Landscape Specifications;
   2. To supervise or inspect all work done under any permit or approval issued in accordance with the provisions of this chapter;
   3. To promulgate rules and regulations, and to amend or add to them, for the implementation of the provisions of this chapter and the standards as technology, situations, products and procedures change."

SECTION 27: 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 28: Enforceability. Repeal 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 part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 29: 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 30: 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 31: 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 32: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ____________, 2015.

Suzanne Fuentes, Mayor

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. 1515 was duly introduced by said City Council at a regular meeting held on the 1st day of December, 2015, 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 ___ day of ____________, 2015, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

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

By: ________________________________
    David King, Assistant City Attorney
AGENDA DESCRIPTION:

Consideration and possible action regarding the adoption of a Resolution to apply for a grant from Los Angeles County Regional Park and Open Space District (RPOSD) in the amount of $300,000. The grant funds will be allocated for improvement and rehabilitation of sports court and general use area lighting at Recreation Park.
(Fiscal Impact: FY 15-16: $300,000 of Intergovernmental Grant Revenue)

RECOMMENDED COUNCIL ACTION:

(1) Adopt the Resolution to apply for the RPOSD Grant Program.
(2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

(1) Resolution
(2) Youth Employment Plan

FISCAL IMPACT: (Fiscal Impact: FY 15-16: $300,000 of Intergovernmental Grant Revenue)
Amount Budgeted: $0
Additional Appropriation: $0
Account Number(s): TBD

ORIGINATED BY: Meredith Petit, Director of Recreation and Parks
REVIEWED BY: Meredith Petit, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

On October 26, 2015, the City received notification from Los Angeles County 4th District Supervisor Don Knabe that the City has been authorized to receive a grant of $300,000 from the Los Angeles County Regional Parks and Open Space District (RPOSD). The funds are from The Safe Neighborhood Parks Propositions of 1992 and 1996 (Proposition A) and are restricted for public agencies and non-profit organizations to be used to develop, restore, rehabilitate, or improve existing parks, recreational facilities, and trails.

The grant application was submitted to RPOSD on December 3, 2015, and the proposals will be reviewed and approved by the Board of Supervisors in late February or early March. The projects must be shovel-ready and fully funded to be eligible. To receive funding, the City is required to complete the grant application package which includes the adopted Resolution as attached.

Recreation & Parks Department Staff have identified Phase 4 of the Recreation Park Lighting Upgrade to be the highest priority project, which will convert outdated lighting on sport courts and other general use park areas to an updated lighting system compatible with previous renovations. Phase 1 and 2 included the retrofitting and replacement of fixtures on all of the ball fields in Recreation Park. Phase 3 addressed the roller hockey rink and some of the hard courts on the south side of Recreation Park. The first three phases of the project were also paid for with money from the same Proposition A Grant funds.
RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, 
TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS 
FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN 
SPACE DISTRICT (EXCESS FUNDS) GRANT PROGRAM AND 
ADOPTING A YOUTH EMPLOYMENT 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 people of County of Los Angeles on November 3, 1992 and on November 5, 
1996, enacted Los Angeles County Proposition A, Safe Neighborhood Parks, 
Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and 
Wildlife Protection (the Propositions), which, among other uses, provides funds to 
public agencies and nonprofit organizations in the County for the purposes of 
acquiring and/or developing facilities and open space for public recreation; and

B. Los Angeles County Regional Park and Open Space District administers such 
funds;

C. The District established the necessary procedures governing applications for 
grant funds under the Proposition;

D. The District’s procedures require the City to certify by resolution, the approval of 
the application before submission of said application to the District;

E. This Resolution certifies that the application may be submitted to the District. 
The Resolution from Los Angeles County Regional Park and Open Space is 
attached to this Resolution as Exhibit “A”.

F. The City agrees to enter into a Project Agreement with the District for the 
performance of the Project as described in the application.

G. The District’s procedures require the City adopt a Youth Employment Plan for 
development projects.

SECTION 2: The City Manager, or designee, is authorized to apply for a grant from the 
Los Angeles County Regional Park and Open Space to improve and rehabilitate 
Recreation Park located at 401 Sheldon St. El Segundo, CA 90245.

SECTION 3: The City Manager, or designee, is authorized to execute any required 
documents to receive the grant for the purposes identified herein.
SECTION 4: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 5: The City Council hereby amends or supplements the City’s Budget for fiscal year 2015-2016 to appropriate the monies identified herein to pay for the plan proposed by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: The City Council agrees to the following:

1. The assurances and certifications contained in the grant application form;

2. The City understands its obligation to operate and maintain the property improved with grant money in perpetuity;

3. The project agreement will be executed and returned to the District within thirty (30) days of receipt.

SECTION 7: The City Council adopts the Youth Employment Plan for the project, attached as Exhibit “B.”

SECTION 8: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____________, 2015.

__________________________
Suzanne Fuentes,
Mayor

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

I, Tracy Sherrill Weaver, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. _________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 15th day of December, 2015, and the same was so passed and adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:
ATTEST:

Tracy Sherrill Weaver,
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley,
City Attorney
CITY OF EL SEGUNDO
YOUTH EMPLOYMENT PLAN

Background:

The City of El Segundo is applying for funds from the Safe Neighborhood Park Propositions (Proposition A) of 1992 and 1996 to fund lighting upgrades to sport courts and general use areas at Recreation Park.

Youth Employment Plan:

The nature of these projects require skilled laborers; therefore youth will not perform any part of the construction and development of this project.

Estimated Cost of Youth Employment:

The cost of youth employment is not applicable to this project.
Consideration and possible action to adopt a Resolution approving plans and specifications for the Richmond Street Rehabilitation Arterial Improvement Project, Project No. PW 15-01 and authorize staff to advertise for the receipt of construction bids. (Fiscal Impact: $800,000)

RECOMMENDED COUNCIL ACTION:

1. Adopt the attached resolution approving plans and specifications for Richmond Street Rehabilitation Arterial Improvement Project; Project No. 15-01.
2. Authorize staff to advertise the project for receipt of construction bids.
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Map of Project Area

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $800,000
Additional Appropriation: Not at this time
Account Number(s): 301-400-8203-8703 (Capital Improvement Program)

ORIGINATED BY: Stephanie Katsouleas, Public Works Director
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

During FY 2013/14, staff investigated and presented to City Council various alternatives that would enhance the availability of parking within the 100-300 blocks of Richmond Street and Standard Street. Although it was determined that no significant gains could be achieved on Standard St., the alternatives study showed that by reconfiguring Richmond Street’s roadway and sidewalks, a significant number of additional parking spaces could be gained.

Shortly thereafter, at its annual Strategic Planning meeting for fiscal year 2014/15, City Council approved $800,000 in funding to rehabilitate and redesign the 100, 200 and 300 blocks of Richmond Street and directed staff to proceed with an alternative that would reduce sidewalk widths, increase the roadway width, provide a combination of angled and parallel parking, and allow the street to remain as a two-way roadway. The following actions have been taken to date:

*February 17, 2015* Council forms Richmond Street subcommittee and appoints Carl Jacobson and Dave Atkinson as members
March 17, 2015  Contract awarded to AndersonPenna Partners Inc. to complete design plans and construction documents

July 21, 2015  Following a series of stakeholder and community meetings City Council approves final layout of the street

October 6, 2015  Following a series of stakeholder and community meetings, City Council approves the landscaping plan and delays approval of the lighting plan pending additional information.

November 3, 2015  City Council approves lighting type and plan

December 15, 2015  Staff requests that City Council approve the plans and specifications, and authorize staff to advertise for the receipt of construction bids.

As planned, staff will advertise the project for approximately one month, from December 17th to January 21st to provide adequate time to bidders to prepare competitive bids while considering the holidays. We expect Council to award the project at its February 2nd Council meeting and for construction to be ready to commence by the end of March/beginning of April, after the rainy season.

Please note that the original estimate of $800,000 stems from a 2008 estimate, which included rehabilitating the sidewalks and street in their current form. The estimate did not account for roadway widening, sidewalk narrowing or enhanced lighting alternatives (including) undergrounding. Given the uncertainties of the 2009 recession and subsequent recovery, staff does not have a high degree of confidence on whether $800,000 is adequate. Bidding for capital projects over the past several years indicates that there is no consistency in construction costs at this time. Still, we are hopeful that the magnitude of the project will yield highly competitive pricing. Staff will withhold any request for additional funding until the project is bid and we have a complete understanding of funding needs.

Environmental Assessment
This project is categorically exempt under Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 Existing Facilities. Among other things, the text of this section states:

"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use."

The project right-of-way (ROW) width is not being expanded, but undergoing a minor reconfiguration to allow for a slightly wider street and narrow sidewalks within the existing 60’ ROW. Furthermore, the street will continue to provide pedestrian sidewalks and parking on both sides of the street, as well as maintain two-way traffic. Hence the project meets the
definition of the Class 1 exemption because it involves “negligible or no expansion of an existing use.”

**Conclusion**
Staff recommends that City Council declare that this project is categorically exempt, , adopt the attached Resolution approving the plans and specifications for the Richmond Street Rehabilitation Arterial Improvement Project and authorize staff to advertise for the receipt of construction bids.
RESOLUTION NO. __
A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF RICHMOND STREET REHABILITATION ARTERIAL IMPROVEMENT PROJECT, PROJECT NO. PW 15-01. PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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 City Engineer prepared plans and specifications for Richmond Street Rehabilitation Arterial Improvement Project, No. PW 15-01 (the "Project"). These plans and specifications are complete. Construction of the Project may begin;

B. This project is Categorically Exempt under Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301: Existing Facilities.

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity; Authorization.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: Project Payment Account. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish a fund containing sufficient monies from the current fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.
SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of December, 2015.

ATTEST:

Suzanne Fuentes, Mayor

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: David H. King Assistant City Attorney
AGENDA DESCRIPTION:

Considering and possible action to reject all bids for the construction of American with Disabilities Act (ADA) Sidewalk Ramps (CDBG Project). Project No. PW 15-24 (Fiscal Impact: $60,000.00 in CDBG grant funds)

RECOMMENDED COUNCIL ACTION:

2. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: $60,000 in grant funding

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$60,000.00</th>
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<td>Additional Appropriation: No</td>
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<tr>
<td>Account Number(s):</td>
<td>111-400-2781-8441 (Community Development Block Grant: Capital Projects)</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Cheryl Ebert, Senior Civil Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On October 20, 2015, City Council adopted plans and specifications for the installation of up to 17 Americans with Disabilities Act (ADA) curb ramps, and authorized staff to advertise for receipt of construction bids. Bids were received by the City Clerk’s office on November 24, 2015. Unfortunately, only one bid was received. Although it meets City requirements to award the project, does not satisfy Community Development Block Grant (CDBG) federal requirements, which require receiving a minimum of two (2) or more responsible bids to effectively to satisfy the competitive bid requirement.

The City has the option of immediately re-bidding the project or postponing it until next year. After careful consideration, staff recommends that the project be postponed until next summer so it can be combined with the next CDGB grant cycle and advertised as a larger single project (roughly double in scope), which we feel will increase the likelihood of receiving at least two competitive bids. Therefore, staff recommends that City Council reject the bid received for the installation of ADA ramps due to unsatisfactorily meeting federal requirements during the bidding process, and approve staff’s recommendation to delay rebidding until June, 2016.
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Approval of a resolution to abolish certain part-time classifications in order to comply with the minimum wage increase effective January 1, 2016. (Fiscal Impact: No Fiscal Impact for upcoming year)

RECOMMENDED COUNCIL ACTION:
1. Approve the Resolution to abolish certain part-time classifications
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution to abolish certain part-time classifications

FISCAL IMPACT: None
Amount Budgeted: N/A
Additional Appropriation: 
Account Number(s): 

ORIGINATED BY: Mayra Houston, Human Resources Manager
REVIEWED BY: Martha Dijkstra, Director of Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Per Assembly Bill 10 (AB10), the minimum wage in California will increase from $9.00 per hour to $10.00 per hour effective January 1, 2016.

There are three part-time, unrepresented classifications in the City which contain hourly rates below the new minimum wage of $10.00 per hour: Recreation Leader I, Video Technician I, and Library Page. In order to comply with the upcoming minimum wage increase, Staff recommends abolishing the Recreational Leader I, Video Technician I, and Library Page classifications. There are currently no incumbents in these classifications so there is no impact to existing staff. Recreation and Library will hire entry-level staff at the current classes of Recreation Leader II, Video Technician II, and Library Clerk I which have an assigned hourly rate range of $10.02 - $12.18, which complies with the minimum wage requirement. In light of staff’s recommendation to abolish certain classes, Recreation and Library will conduct a broader review of their respective classifications to determine if further structural changes are needed to reflect job duties and responsibilities. Any recommended changes will be presented to Council for approval at a later date.
RESOLUTION NO. __________

A RESOLUTION APPROVING THE ABOLISHMENT OF THE CITY’S UNREPRESENTED PART-TIME HOURLY JOB CLASSIFICATIONS OF RECREATION LEADER I, VIDEO TECHNICIAN I, AND LIBRARY PAGE

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

**SECTION 1:** The City Council approves abolishing the following classifications:

<table>
<thead>
<tr>
<th>Position</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
</tr>
</thead>
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<tr>
<td>Recreation Leader I</td>
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<tr>
<td>Library Page</td>
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<td>9.92</td>
</tr>
<tr>
<td>2pt</td>
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</tbody>
</table>

**SECTION 2:** This resolution will become effective January 1, 2016 and will remain effective unless repealed or superseded.

**SECTION 3:** The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this 15 day of December, 2015.

Suzanne Fuentes
Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark Hensley, City Attorney
CERTIFICATION

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 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 15th day of December, 2015, 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 15th day of December, 2015.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By:
Karl H. Berger
Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action regarding adoption of a Resolution establishing a new base salary for the classification of Fire Chief. Fiscal Impact: None.

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution establishing the new base salary for Fire Chief
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
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<th>Amount Budgeted:</th>
<th>$ N/A</th>
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<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
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</tbody>
</table>

ORIGINATED BY: Martha A. Dijkstra, Human Resources Director
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In anticipation of the recruitment and selection process to fill the vacancy of Fire Chief, staff conducted an internal equity analysis to review the base salary schedule assigned to this classification. Staff’s analysis included reviewing the existing salary differentials between Fire Chief and its highest-paid subordinate positions, comparable executive classifications, and the City Manager position, to whom it reports.

Staff found that the Fire Chief position, at top step, is paid approximately 3.5% more than the City Manager. In order to create a more appropriate differential between these two classes, staff recommends adjusting the Fire Chief salary so the maximum monthly base salary amount is approximately 5% less than the City Manager’s base salary. The adjustment will not create compaction issues between the Fire Chief and its highest-paid subordinate position but will serve to rectify the existing inequity between the Fire Chief and City Manager salaries.
RESOLUTION NO._______

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY FOR THE JOB CLASSIFICATION OF FIRE CHIEF

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

Section 1: The base monthly salary range for Fire Chief is established as follows:

<table>
<thead>
<tr>
<th></th>
<th>Step A</th>
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<th>Step C</th>
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<td>Chief</td>
<td>Range 70f</td>
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</tbody>
</table>

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

Section 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ___15th___ day of December, 2015.

________________________
Suzanne Fuentes,
Mayor
CERTIFICATION

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 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 15th day of December, 2015, 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 15th day of December, 2015.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By:

Karl H. Berger
Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Approval of an Interim Side Letter between the City of El Segundo and the Police Managers' Association (PMA), 2) Approval of an Interim Side Letter between the City of El Segundo and the Supervisory and Professional Employees' Association (SPEA), and 3) Approval of a Resolution providing for changes to Chapter 1A2 of the El Segundo Administrative Code by adjusting base salary schedules, repealing obsolete sections, and modifying other benefit provisions for Management-Confidential and Executive classifications. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Approve Interim Side Letters
2. Adopt the attached Resolution
3. Approve the attached base salary schedules
4. Alternatively, discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:
1. Side Letters
2. Resolution
3. Base Salary Schedules for Executive, Management/Confidential, SPEA and PMA classifications
4. Draft Settlement Agreement between City of El Segundo and the California Public Employees' Retirement Systems (CalPERS)

FISCAL IMPACT: N/A

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ORIGINATED BY: Greg Carpenter, City Manager
REVIEWED BY:
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City of El Segundo has had a longstanding practice of providing "Additional Pay" to members of the Executive, Management/Confidential, Police Managers' Association (PMA) and Supervisory and Professional Employees Association (SPEA) groups. Additional Pay is a monthly cash amount (currently $1140.39 for SPEA and $1200 for the other groups) that can be taken as salary, or used for 1) payment of health insurance premiums, or 2) payment into a deferred compensation plan in order to reduce taxable income. The City reported Additional Pay to the Public Employees' Retirement Systems (PERS) as part of the employee's pay rate -and- also reported this amount as the monthly medical contribution required under the Public Employees' Medical and Hospital Care
Act (PEMICA). Since the Additional Pay is reported to PERS, the retirement contribution paid by the City and the employees is calculated on the base salary plus the Additional Pay amount.

In January 2014, PERS began reviewing the City’s practice of reporting Additional Pay as compensation earnable. Beginning with this review period, some Additional Pay recipients who retired received pension payments based on their single highest year of compensation, excluding the Additional Pay amount since it was under review. Shortly thereafter, City staff began active discussions with PERS on this issue to try to reach a resolution. It was believed a mutually agreeable resolution was reached and as a result, City staff engaged in the necessary meet and confer process with the impacted labor groups resulting in a signed Interim Side Letter between the City and the PMA on November 18, 2014. Discussions with SPEA did not result in an agreement but they acquiesced to the resolution proposed by the City. However, in early 2015, PERS contacted the City and indicated that further analysis and discussion would be required on their end so the City could not move forward with its plans to implement the resolution.

On April 3, 2015, PERS sent a letter to the City indicating its determination that Additional Pay does not qualify as compensation earnable and that the City should immediately stop reporting this benefit for all impacted employees. The letter provided the City with information on its right to appeal this decision. Additionally, a similar Determination Letter was sent to retirees whose pension calculation excluded the Additional Pay amount. They were informed of PERS’ decision to exclude Additional Pay from compensation earnable and were also provided information on the appeals process.

The City submitted its appeal to PERS on June 1, 2015 and appeals were also submitted on behalf of the impacted retirees by their attorney. After much discussion between PERS staff (Compensation and Legal), City staff, and legal representatives for the City and retirees, the attached settlement agreement was reached to resolve this matter.

The Settlement Agreement requires the City to adjust base salaries to include the Additional Pay amount. The City is resolving this issue by deducting the 2014 minimum required medical contribution ($119.00) from the $1200 or $1140.39 and adding the balance of $1081 or $1021.39 to each individual step within the current base salary range for each affected classification. It is important to point out that this does not constitute a pay raise for the incumbents. In fact, employees who currently opt out of the medical benefit and receive the entire $1200 or $1140.39 as salary will now see a reduction in pay and “PERSable” salary of $119 since this amount cannot be taken as salary.

As previously mentioned, the City engaged in the meet and confer process with the affected labor groups. PMA signed the Interim Side Letter on November 18, 2014 and SPEA just recently signed the Interim Side Letter on November 30, 2015, in light of the Settlement Agreement reached between the City and PERS. Attached are the executed Interim Side Letters for Council approval which include the current and adjusted base salaries for classifications represented by these bargaining groups. Also attached is a Resolution amending Administrative Code Section 1A2 which governs salaries and benefits for the unrepresented Executive and Management/Confidential classifications. Staff recommends adopting the attached Resolution in order to implement the adjusted base salaries pursuant to the Settlement Agreement.
Medical Contributions and Health Reimbursement Accounts

To reiterate, under PERS regulations the City must contribute a minimum dollar amount, known as the “PEMHCA minimum” toward a medical contribution. The minimum for calendar year 2015 was $122.00 per month and increases to $125.00 January 1, 2016. The City will set a medical contribution of $125 per month and increase that amount as adjusted annually by PERS. However, in accordance with PERS’ equal contribution rule, the medical contribution level established for active employees in a particular employee group also applies to retirees tied to the same employee group.

Setting the medical contribution at the PEMHCA minimum impacts retirees because the City will need to file a Resolution with PERS stating the City’s monthly medical contribution will be $125.00, not the current $1200.00 or $1140.39. In order to keep retirees whole and maintain their current benefit, City staff will need to contract with HealthComp to set up Health Reimbursement Accounts (HRA) for each individual retiree. The individual Health Reimbursement Account will be a supplement to the minimum medical contribution and will be in an amount sufficient to continue coverage up to $1200 or $1140.39 a month. The supplemental amount will vary per individual based on their medical plan enrollment. Additionally, staff recommends that current employees in these groups be eligible for this HRA upon retirement from the City based on their current expectation of receiving a retiree medical benefit of up to $1200 or $1140.39 per month. Through the meet and confer process, this benefit will eventually be tiered, meaning that new hires will only be eligible to receive the established minimum medical contribution per month upon retirement from the City; a Health Care Reimbursement Account will not be provided to them.

Staff will submit a separate staff report in the very near future seeking approval to set up these retiree reimbursement accounts through HealthComp and present Resolutions to be filed with PERS amending the monthly medical contribution amount for the PMA, Supervisory and Professional Employees Association, Executive, and Management/Confidential employee groups.
INTERIM SIDE LETTER OF
AGREEMENT BETWEEN THE
CITY OF EL SEGUNDO ("CITY") AND
THE EL SEGUNDO POLICE MANAGEMENT
ASSOCIATION ("PMA")

The City has been notified by CalPERS that the City’s current practice of crediting "ADD Pay" for 1) purposes of calculating retirement and 2) purposes of providing retiree medical benefits is improper. It is the intent of the City and PMA that the City Council will adopt this "Interim Side Letter" and post publicly the revised Salary Schedule set forth below. In order to comply with CalPERS rules and regulations, the parties agree to the following:

1. The amount of $1081 will be added to the monthly base salaries of Police Captain and Police Lieutenant as follows:

Proposed Base Salaries

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2. The City will contribute the PEMHCA minimum on behalf of each active employee.

3. The City will continue to contribute up to $1200 per month for health insurance to current retirees who retired from PMA prior to this Interim Side Letter.

4. Current PMA members who retire shall be eligible for a monthly health contribution of up to $1200. The monthly health contribution will consist of the statutorily required PEMHCA minimum contribution supplemented by a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be sufficient to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected PERS health plan, but in no event shall the total amount of the monthly contribution (PEMHCA minimum + healthcare reimbursement account) exceed $1200 per month.

5. The City and PMA will continue to meet and confer on the following issues:

   a. The base salary and City paid health insurance premiums for employees of the City who are promoted into the PMA.
6. The City and the PMA recognize that this “Interim Side Letter” is subject to continuing meet and confer for a successor MOU to the MOU which expired September 30, 2014.

7. The City and PMA recognize that this “Interim Side Letter” in no manner prejudices the recent grievance filed by PMA concerning the application of Article 20, Section 20.02 of the MOU.

8. The City and PMA recognize that the additional $1081.00 added to the base salary schedule will be taken into account/ reflected in future salary surveys conducted by the City.

For Police Managers Association (PMA):

Raymond Garcia, Police Lieutenant
Jaime Berbaudex, Police Lieutenant

For City of El Segundo:

Greg Carpenter, City Manager
Steve Füllersky, Labor Relations Counsel

11/18/2014
11/18/14

Date
Date
INTERIM SIDE LETTER OF
AGREEMENT BETWEEN THE
CITY OF EL SEGUNDO ("CITY") AND
THE EL SEGUNDO SUPERVisory AND PROFESSIONAL EMPLOYEES'
ASSOCIATION ("SPEA")

The City has been notified by CalPERS that the City’s current practice of crediting “ADD Pay” for 1) purposes of calculating retirement and 2) purposes of providing retiree medical benefits is improper. It is the intent of the City and SPEA that the City Council will adopt this “Interim Side Letter” and post publicly the attached revised Salary Schedule. In order to comply with CalPERS rules and regulations, the parties agree to the following:

1. The amount of $1021.39 will be added to the monthly base salaries of SPEA represented employees as set forth in the attached salary schedule.

2. The City will contribute the PEMHCA minimum on behalf of each active employee.

3. The City will continue to contribute up to $1140.39 per month for health insurance to current retirees who retired from SPEA prior to this Interim Side Letter.

4. Current SPEA members who retire shall be eligible for a monthly health contribution of up to $1140.39. The monthly health contribution will consist of the statutorily required PEMHCA minimum contribution supplemented by a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be sufficient to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected PERS health plan, but in no event shall the total amount of the monthly contribution (PEMHCA minimum + healthcare reimbursement account) exceed $1140.39 per month.

5. The City and SPEA will continue to meet and confer on the following issues:
   a. The base salary and City paid health insurance premiums for employees of the City who are promoted into the SPEA.

6. The City and the SPEA recognize that this “Interim Side Letter” is subject to continuing meet and confer for a successor MOU to the MOU which expired September 30, 2014.
7. In the event the City shall conduct a classification and compensation study, the $1021.39 amount included as a result of this agreement shall be deducted from base salary for purposes of comparison. If a new salary schedule results from such study then this $1021.39 amount shall be added to such new salary schedule.

8. The City and SPEA agree that this "Interim Side Letter" is null and void if a settlement agreement is not reached between the City of El Segundo, retirees, and CalPERS.

For Supervisory and Professional Employees' Association:

[Signature]

Masá Alkire, SPEA President

[Signature]

Gregorio Daniel, Teamsters Business Representative

11/30/2015

Date

For City of El Segundo:

[Signature]

Greg Carpenter, City Manager

[Signature]

Steve Filarsky, Labor Relations Counsel

12/16/15

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11/10/2015

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11/10/2015

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11/10/2015
RESOLUTION NO._________

A RESOLUTION PROVIDING FOR CHANGES TO CHAPTER 1A2 (MANAGEMENT-CONFIDENTIAL SERIES) OF THE EL SEGUNDO ADMINISTRATIVE CODE.

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

Section 1: Section 1A2.010, Basic Salary Schedule. Effective the pay period beginning December 26, 2015, the following respective salary schedules are hereby allocated and assigned to the respective Executive and Management/Confidential classifications:

See Attachment for Executives and Management Confidential Salary Schedules

Section 2: Section 1A2.030, Explanation of Salary Schedule Quartile System

Repeal this Section

Section 3: Section 1A2.040, Schedule of Classes by Series.

Repeal this Section

Section 4: Section 1A2.105, Flexible Benefit Plan

Repeal this Section

Section 5: Section 1A2.106, Insurance Benefits – Employee Dental/Optical/Long Term Disability (Non-Job Related).

Add as follows:

(D) Monthly Medical Contribution. The City will contribute the monthly minimum contribution allowed under the Public Employees’ Medical and Hospital Care Act (PEMHCA) on behalf of each active employee in the Executive and Management/Confidential series.

Section 6: Section 1A2.108, Insurance Benefits – Service Retiree Medical – City Contribution.

Amend as follows:

Employees regulated by this Chapter, as of the effective date of this Provision, who retire from the City of El Segundo shall be eligible for a monthly health contribution of up to $1,200. The monthly health contribution will consist of the statutorily required PEMHCA minimum contribution supplemented by a City contribution to a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be no more than the amount necessary to cover the health insurance premium cost for the employee and eligible dependent(s)
for the selected PERS health plan, but in no event shall the total amount of the monthly contribution (PEMHCA minimum + health care reimbursement account) exceed $1,200 per month.

**Section 7:** Section 1A2.109, Insurance Benefits – Disability Retiree Participation in City’s Group Medical Insurance Plan After Ten Years’ City Service

Repeal this Section

**Section 8:** Section 1A2.125, Payment of Employee Contribution to PERS on Flexible Pay Benefit.

Repeal this Section

**Section 9:** The City Clerk is directed to certify the adoption 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 10:** This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15<sup>th</sup> day of December, 2015.

__________________________
Suzanne Fuentes
Mayor
CERTIFICATION

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 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 15th day of December, 2015 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 _____ day of ___________, 201_.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By: ____________________________
    Karl H. Berger
    Assistant City Attorney

- 3 -
# REVISED MONTHLY SALARY SCHEDULES EFFECTIVE PAY PERIOD BEGINNING 12/26/2015

## EXECUTIVE

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## REVISED MONTHLY SALARY SCHEDULES EFFECTIVE PAY PERIOD BEGINNING 12/26/15

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December 8, 2015

Steven M. Berliner
Liebert Cassidy Whitmore
6033 West Century Boulevard, Suite 500
Los Angeles, California 90045

Stephen H. Silver
Silver, Hadden, Silver & Levine
P.O. Box 2161
Santa Monica, California 90407-2161

Re: In the Matter of the Calculation of Final Compensation of Employees and Retirees of the City of El Segundo

Dear Mr. Berliner and Mr. Silver:

CalPERS provides the following Agreement to withdraw (1) the CalPERS determination regarding the denial of Additional Pay from Compensation Earnable and (2) the resulting appeals submitted by the City of El Segundo (the “City”) and retirees from the City.

AGREEMENT TO WITHDRAW (1) CALPERS’ DETERMINATION REGARDING THE DENIAL OF ADDITIONAL PAY FROM COMPENSATION EARNABLE; AND (2) RESULTING APPEALS

SECTION 1. RECITALS.

This Agreement to Withdraw (1) the CalPERS Determination regarding the denial of Additional Pay from Compensation Earnable; and (2) the resulting Appeals (the “Agreement”) is entered into by and between the following parties: THE CITY OF EL SEGUNDO (“the City”) and the CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (“CalPERS”); and the retirees from the City who have filed appeals with CalPERS listed on Exhibit “A” to this Agreement (the “Appealing Retirees”).

The City reported as “compensation earnable” Additional Pay (“Add Pay”) for employees of the following employee groups in the following monthly amounts: $1,200.00 – Executive, Management Confidential (“EMC”) and Police Managers’ Association (“PMA”) and $1,140.39 – Supervisory and Professional Employees (“SPEA”).

1 CalPERS, the City and Appealing Retirees shall be referred to individually as a (“Party”) or collectively as (the “Parties”).

2 These monthly figures are the highest amounts paid by the City and reported to CalPERS as compensation earnable. The amounts increased over time.
CalPERS determined that the Add Pay was not reportable as compensation earnable because it was not included in the City's salary schedule.

On April 3, 2015, CalPERS mailed a letter to the City stating that the Add Pay did not qualify as payrate as defined by California Government Code section 20636 because it was not included in the City’s salary schedule. CalPERS asserted that inasmuch as (1) the Public Employees’ Retirement Law (Government Code section 20000, et seq., the “PERL”) and the Regulations promulgated by CalPERS to implement the PERL do not provide for payrate in excess of the amounts set forth in a salary schedule, the payments failed to qualify as reportable compensation earnable. Appeal rights were given. The City and Appealing Retirees timely appealed on various dates.

The appeals filed by the City and the Appealing Retirees were received by CalPERS. This Agreement applies only to employees and retirees hired by the City up to and including December 31, 2015. This Agreement will not apply to any other employees or retirees hired by the City after December 31, 2015. This Agreement applies to the facts in this case only, and does not apply to any other employees and/or retirees of any other contracting agency.

The Parties have engaged in discussions to resolve the disputed issues in this case, for those affected retired employees and those employees who are similarly situated in that the terms and conditions of their employment allow them to be eligible for Add Pay. In conjunction with those discussions, the Parties have agreed as follows:

SECTION 2. AGREEMENT TO INCLUDE ADD PAY IN COMPENSATION EARNABLE FOR RETIRED AND CURRENT EMPLOYEES.

All retirees and current employees hired up to and including December 31, 2015, will have Add Pay included in their compensation earnable at all times it was earned during their employment, including their final compensation measurement period, and it shall be utilized in calculating their allowance for retirement purposes. For all employees either still employed by the City or hired after December 31, 2015, Add Pay shall not be paid by the City but the City shall increase the salary it pays for all classifications that had been eligible for Add Pay. The higher salary as set forth in the revised salary schedules shall be deemed payrate and shall be included in compensation earnable. To the extent Add Pay is eliminated prospectively and the City’s salary schedules adjusted, CalPERS shall not, at any time, trace the increased payrate back to Add Pay nor consider it an unlawful conversion of non-reportable pay. On or before December 31, 2015, the City will present to the CalPERS Board approved revised pay schedules for all groups that received Add Pay.

On or before ninety (90) days following the execution of this Agreement by all Parties, CalPERS shall adjust the retirement allowance of each of the Appealing Retirees and any other
retired City employee who received a determination letter from CalPERS to exclude Add Pay from his/her final compensation. The adjustment shall be to include Add Pay in compensation earnable and final compensation less the calendar year 2014 minimum employer contribution required under the Public Employees’ Medical and Hospital Care Act (Government Code section 22750, et seq., “PEMHCA”) which was $119 per month, and CalPERS shall provide to each such retired employee the difference between (a) what the retirement allowance should have been had Add Pay (less the minimum employer PEMHCA contributions) been taken into account as part of his/her final compensation and (b) the amount of the actual allowance provided, retroactive to the date of his/her retirement.

Each payment to a specific member of the Appealing Retirees shall be conditioned upon that specific member of the Appealing Retirees executing a WAIVER AND DISMISSAL OF APPEAL form, a copy of which is attached hereto as Exhibit “B”, which specifies that (1) the individual relinquishes and waives his/her right to assert in any forum, whether in law or equity, any future claim that is related to the inclusion of Add Pay in compensation earnable for purposes of calculating his/her retirement allowance; and (2) he/she is dismissing it with prejudice.

As part of this Agreement, and the settlement of the disputes between the City and CalPERS, any other City retiree who is currently receiving retirement benefits calculated based on the inclusion of Add Pay in compensation earnable shall continue to receive retirement benefits based on inclusion of Add Pay in compensation earnable and final compensation. Those individuals are listed in Exhibit “C” to this Agreement.

Any current City employee who (1) received Add Pay; and (2) retires after the effective date of this Agreement with a Final Compensation Measurement Period that includes part of 2015 and part of 2016, shall have his/her retirement benefits calculated to include Add Pay (less the minimum employer PEMHCA contribution) in compensation earnable for the portion of the employee’s final compensation period up to and including December 31, 2015 and to use the revised salary schedules for determining the payrate component of compensation earnable for the portion of the employee’s final compensation period from January 1, 2016 and thereafter.

As for Appealing Retiree Steve Tsumura, CalPERS agrees to calculate his retirement benefits in conformity with this Agreement but does not agree to treat him as a safety member for the entire duration of his employment for purposes of calculating retirement benefits. The pending appeals filed by the City and Mr. Tsumura regarding his safety status are not impacted by this Agreement and shall proceed forward separate and apart from this Agreement.

Section 3. DISMISSAL OF APPEALS.

The City and Appealing Retirees agree to dismiss with prejudice all appeals filed by them with CalPERS, and further to waive any and all claims pertaining to the matters subject to their appeals in any forum.
Steven M. Berliner
Stephen H. Silver
Re: In the Matter of the Calculation of Final Compensation of Employees and Retirees of the
City of El Segundo
December 8, 2015
Page 4

Section 4. NO FURTHER ACTION.

Each Party to this Agreement agrees not to bring any action or maintain any new or
further proceedings against the other under any grievance or arbitration procedure or with any
court, neutral or administrative agency, or in any other forum whatsoever, by reason of any
claim, loss, liability, demand or cause of action against the other related in any way to this
appeal. The Parties represent they have not filed or initiated any such other actions or
proceedings.

Section 5. NO CHANGE TO OTHER RETIREMENT BENEFITS.

Nothing in this Agreement affects service credit for any retired, current or future
employee of the City, nor further diminishes their entitlement to continuing retirement benefits
from CalPERS for service credit, including annual cost of living increases, that may otherwise
apply to them.

Section 6. WAIVER, DISCHARGE AND RELEASE.

The Parties generally and specifically agree that each shall fully and forever discharge
and release all claims, demands, debts, obligations, damages, liabilities and causes of action,
whether now known or unknown, which either Party has against the other Party arising out of
relating to the appeals filed by the City.

For purposes of this section, “Party” or “Parties” shall include CalPERS, the CalPERS
Board of Administration, the City of El Segundo and Appealing Retirees each of their respective
past, present, and future officers, directors, board members, agents, assigns, successors, personal
representatives, attorneys, administrators, receivers, trustees, and anyone acting by or on behalf
of such persons.

Section 7. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.

Section 1542 of the California Civil Code provides as follows:

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

Each Party fully understands and expressly waives any and all respective rights under,
and the benefits of, Section 1542 of the California Civil Code with respect to the subject matter
of this Agreement.
Section 8. AGREEMENT NOT AN ADMISSION OF GUILT.

This Agreement is a compromise of disputed claims and fully and finally settles all claims between the Parties. Neither the consideration hereunder nor anything contained in this Agreement shall be interpreted or construed to be an admission of liability on the part of any Party named herein. This Agreement is not to be construed as an admission of guilt or fault on the part of any Party to the agreement.

Section 9. SUFFICIENCY OF CONSIDERATION.

The sufficiency of the consideration for the mutual covenants, obligations, and agreements contained in this Agreement is acknowledged by the Parties.

Section 10. SUCCESSORS AND ASSIGNS.

All terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective representatives, successors and assigns. Each Party represents and warrants that he/she/it has not assigned or transferred to any person or entity any of the rights, claims, and demands released or discharged under this Agreement. Any such assignment or transfer shall be null and void from inception.

Section 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Parties relating to its subject matter and all prior and contemporaneous agreements, understandings, representations, and statements, both oral and written, are merged herein. This Agreement is complete, exclusive, and the final embodiment of the Parties’ intent. The Agreement may be modified only in a written document signed by both Parties. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect.

Section 12. MODIFICATION.

This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by the Parties and/or their authorized representatives.

Section 13. SEVERABILITY.

Should any provision of this Agreement be declared by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable
or invalid part, or provision shall be deemed not to be a part of this Agreement provided that the material consideration received by either Party is not defeated.

Section 14. LAW OF THE AGREEMENT.

This Agreement and Mutual Release of All Claims shall be construed and enforced with, and governed by, the laws of the State of California. Any action or proceeding brought for the purpose of enforcing this Agreement shall be governed by the laws of the State of California, including but not limited to the PERL. Any dispute under this Agreement shall be resolved only in a legal proceeding filed in the Superior Court for the State of California, County of Sacramento.

Section 15. AMBIGUITIES NOT HELD AGAINST DRAFTER.

This Agreement having been freely and voluntarily negotiated by the Parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement. The Parties have participated jointly in the negotiation and preparation of this Agreement, and each Party has had the opportunity to obtain the advice of legal counsel and to review and comment upon this Agreement. This Agreement shall be construed as if the Parties jointly prepared it, and neither in favor of nor against any Party.

Section 16. UNDERSTANDING OF AGREEMENT.

All Parties acknowledge and agree they are represented by counsel, or have the right to be represented by counsel, in connection with the drafting and execution of this Agreement and that they have read and fully understand the terms and conditions of the Agreement. The District and CalPERS assume no liability for any taxes or other tax-related claims related to this Agreement.

Section 17. EFFECTIVE DATE OF AGREEMENT.

This Agreement is expressly made conditional upon all parties’ signature of the Agreement. The effective date of this Agreement is the first date on which all Parties have signed this Agreement and/or executed a WAIVER AND DISMISSAL OF APPEAL form.

Section 18. EXECUTION BY COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same instrument. Copies of each signed counterpart may be used in lieu of the originals for any purpose. Facsimile signatures of the Parties shall have the effect of original signatures.
BY AFFIXING HIS OR HER SIGNATURE BELOW, EACH OF THE PERSONS SIGNING THIS AGREEMENT REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE/SHE IS AUTHORIZED TO SIGN THIS AGREEMENT, AND THAT THE PARTY ON BEHALF OF WHOM HE/SHE SIGNS THIS AGREEMENT AGREES TO BE BOUND BY ITS TERMS.

IN WITNESS THEREOF, the parties have signed this Agreement the day and year written next to their signatures below in a manner fully binding upon them.

Dated: ________________________________
Greg Carpenter, City Manager
City of El Segundo

Dated: ________________________________
Stephen H. Silver, on Behalf of Appealing Retirees

Dated: ________________________________
Donna Ramel Lum, Deputy Executive Officer,
Customer Services and Support, CalPERS

Approved as to Form: _______________
Liebert Cassidy Whitmore

Dated: ________________________________
Steven M. Berliner, Attorney for City of El Segundo

Dated: ________________________________
Silver Hadden Silver & Levine

Dated: ________________________________
Stephen H. Silver, on Behalf of Appealing Retirees

Dated: ________________________________
California Public Employees' Retirement System

______________________________
Elizabeth Yelland, Attorney for CalPERS

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December 8, 2015

Steven M. Berliner
Liebert Cassidy Whitmore
6033 West Century Boulevard, Suite 500
Los Angeles, California 90045

Stephen H. Silver
Silver, Hadden, Silver & Levine
P.O. Box 2161
Santa Monica, California 90407-2161

Re: In the Matter of the Calculation of Final Compensation of Employees and Retirees of the City of El Segundo

Dear Mr. Berliner and Mr. Silver:

CalPERS provides the following Agreement to withdraw (1) the CalPERS determination regarding the denial of Additional Pay from Compensation Earnable and (2) the resulting appeals submitted by the City of El Segundo (the "City") and retirees from the City.

AGREEMENT TO WITHDRAW (1) CALPERS' DETERMINATION REGARDING THE DENIAL OF ADDITIONAL PAY FROM COMPENSATION EARNABLE; AND (2) RESULTING APPEALS

SECTION 1. RECITALS.

This Agreement to Withdraw (1) the CalPERS Determination regarding the denial of Additional Pay from Compensation Earnable; and (2) the resulting Appeals (the "Agreement") is entered into by and between the following parties: THE CITY OF EL SEGUNDO ("the City") and the CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM ("CalPERS"); and the retirees from the City who have filed appeals with CalPERS listed on Exhibit "A" to this Agreement (the "Appealing Retirees").

The City reported as "compensation earnable" Additional Pay ("Add Pay") for employees of the following employee groups in the following monthly amounts: $1,200.00 – Executive, Management Confidential ("EMC") and Police Managers' Association ("PMA") and $1,140.39 – Supervisory and Professional Employees ("SPEA").

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1 CalPERS, the City and Appealing Retirees shall be referred to individually as a ("Party") or collectively as (the "Parties").
2 These monthly figures are the highest amounts paid by the City and reported to CalPERS as compensation earnable. The amounts increased over time.
CalPERS determined that the Add Pay was not reportable as compensation earnable because it was not included in the City’s salary schedule.

On April 3, 2015, CalPERS mailed a letter to the City stating that the Add Pay did not qualify as payrate as defined by California Government Code section 20636 because it was not included in the City's salary schedule. CalPERS asserted that inasmuch as (1) the Public Employees' Retirement Law (Government Code section 20000, et seq., the “PERL”) and the Regulations promulgated by CalPERS to implement the PERL do not provide for payrate in excess of the amounts set forth in a salary schedule, the payments failed to qualify as reportable compensation earnable. Appeal rights were given. The City and Appealing Retirees timely appealed on various dates.

The appeals filed by the City and the Appealing Retirees were received by CalPERS. This Agreement applies only to employees and retirees hired by the City up to and including December 31, 2015. This Agreement will not apply to any other employees or retirees hired by the City after December 31, 2015. This Agreement applies to the facts in this case only, and does not apply to any other employees and/or retirees of any other contracting agency.

The Parties have engaged in discussions to resolve the disputed issues in this case, for those affected retired employees and those employees who are similarly situated in that the terms and conditions of their employment allow them to be eligible for Add Pay. In conjunction with those discussions, the Parties have agreed as follows:

SECTION 2. AGREEMENT TO INCLUDE ADD PAY IN COMPENSATION EARNABLE FOR RETIRED AND CURRENT EMPLOYEES.

All retirees and current employees hired up to and including December 31, 2015, will have Add Pay included in their compensation earnable at all times it was earned during their employment, including their final compensation measurement period, and it shall be utilized in calculating their allowance for retirement purposes. For all employees either still employed by the City or hired after December 31, 2015, Add Pay shall not be paid by the City but the City shall increase the salary it pays for all classifications that had been eligible for Add Pay. The higher salary as set forth in the revised salary schedules shall be deemed payrate and shall be included in compensation earnable. To the extent Add Pay is eliminated prospectively and the City's salary schedules adjusted, CalPERS shall not, at any time, trace the increased payrate back to Add Pay nor consider it an unlawful conversion of non-reportable pay. On or before December 31, 2015, the City will present to the CalPERS Board approved revised pay schedules for all groups that received Add Pay.

On or before ninety (90) days following the execution of this Agreement by all Parties, CalPERS shall adjust the retirement allowance of each of the Appealing Retirees and any other
retired City employee who received a determination letter from CalPERS to exclude Add Pay from his/her final compensation. The adjustment shall be to include Add Pay in compensation earnable and final compensation less the calendar year 2014 minimum employer contribution required under the Public Employees' Medical and Hospital Care Act (Government Code section 22750, et seq., “PEMHCA”) which was $119 per month, and CalPERS shall provide to each such retired employee the difference between (a) what the retirement allowance should have been had Add Pay (less the minimum employer PEMHCA contributions) been taken into account as part of his/her final compensation and (b) the amount of the actual allowance provided, retroactive to the date of his/her retirement.

Each payment to a specific member of the Appealing Retirees shall be conditioned upon that specific member of the Appealing Retirees executing a WAIVER AND DISMISSEL OF APPEAL form, a copy of which is attached hereto as Exhibit “B”, which specifies that (1) the individual relinquishes and waives his/her right to assert in any forum, whether in law or equity, any future claim that is related to the inclusion of Add Pay in compensation earnable for purposes of calculating his/her retirement allowance; and (2) he/she is dismissing it with prejudice.

As part of this Agreement, and the settlement of the disputes between the City and CalPERS, any other City retiree who is currently receiving retirement benefits calculated based on the inclusion of Add Pay in compensation earnable shall continue to receive retirement benefits based on inclusion of Add Pay in compensation earnable and final compensation. Those individuals are listed in Exhibit “C” to this Agreement.

Any current City employee who (1) received Add Pay; and (2) retires after the effective date of this Agreement with a Final Compensation Measurement Period that includes part of 2015 and part of 2016, shall have his/her retirement benefits calculated to include Add Pay less the minimum employer PEMHCA contribution in compensation earnable for the portion of the employee’s final compensation period up to and including December 31, 2015 and to use the revised salary schedules for determining the pay rate component of compensation earnable for the portion of the employee’s final compensation period from January 1, 2016 and thereafter.

As for Appealing Retiree Steve Tsumura, CalPERS agrees to calculate his retirement benefits in conformity with this Agreement but does not agree to treat him as a safety member for the entire duration of his employment for purposes of calculating retirement benefits. The pending appeals filed by the City and Mr. Tsumura regarding his safety status are not impacted by this Agreement and shall proceed forward separate and apart from this Agreement.

Section 3. DISMISSAL OF APPEALS.

The City and Appealing Retirees agree to dismiss with prejudice all appeals filed by them with CalPERS, and further to waive any and all claims pertaining to the matters subject to their appeals in any forum.
Section 4. NO FURTHER ACTION.

Each Party to this Agreement agrees not to bring any action or maintain any new or further proceedings against the other under any grievance or arbitration procedure or with any court, neutral or administrative agency, or in any other forum whatsoever, by reason of any claim, loss, liability, demand or cause of action against the other related in any way to this appeal. The Parties represent they have not filed or initiated any such other actions or proceedings.

Section 5. NO CHANGE TO OTHER RETIREMENT BENEFITS.

Nothing in this Agreement affects service credit for any retired, current or future employee of the City, nor further diminishes their entitlement to continuing retirement benefits from CalPERS for service credit, including annual cost of living increases, that may otherwise apply to them.

Section 6. WAIVER, DISCHARGE AND RELEASE.

The Parties generally and specifically agree that each shall fully and forever discharge and release all claims, demands, debts, obligations, damages, liabilities and causes of action, whether now known or unknown, which either Party has against the other Party arising out of relating to the appeals filed by the City.

For purposes of this section, "Party" or "Parties" shall include CalPERS, the CalPERS Board of Administration, the City of El Segundo and Appealing Retirees each of their respective past, present, and future officers, directors, board members, agents, assigns, successors, personal representatives, attorneys, administrators, receivers, trustees, and anyone acting by or on behalf of such persons.

Section 7. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.

Section 1542 of the California Civil Code provides as follows:

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

Each Party fully understands and expressly waives any and all respective rights under, and the benefits of, Section 1542 of the California Civil Code with respect to the subject matter of this Agreement.
Section 8. AGREEMENT NOT AN ADMISSION OF GUILT.

This Agreement is a compromise of disputed claims and fully and finally settles all claims between the Parties. Neither the consideration hereunder nor anything contained in this Agreement shall be interpreted or construed to be an admission of liability on the part of any Party named herein. This Agreement is not to be construed as an admission of guilt or fault on the part of any Party to the agreement.

Section 9. SUFFICIENCY OF CONSIDERATION.

The sufficiency of the consideration for the mutual covenants, obligations, and agreements contained in this Agreement is acknowledged by the Parties.

Section 10. SUCCESSORS AND ASSIGNS.

All terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective representatives, successors and assigns. Each Party represents and warrants that he/she/it has not assigned or transferred to any person or entity any of the rights, claims, and demands released or discharged under this Agreement. Any such assignment or transfer shall be null and void from inception.

Section 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Parties relating to its subject matter and all prior and contemporaneous agreements, understandings, representations, and statements, both oral and written, are merged herein. This Agreement is complete, exclusive, and the final embodiment of the Parties' intent. The Agreement may be modified only in a written document signed by both Parties. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect.

Section 12. MODIFICATION.

This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by the Parties and/or their authorized representatives.

Section 13. SEVERABILITY.

Should any provision of this Agreement be declared by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable
or invalid part, or provision shall be deemed not to be a part of this Agreement provided that the material consideration received by either Party is not defeated.

Section 14. LAW OF THE AGREEMENT.

This Agreement and Mutual Release of All Claims shall be construed and enforced with, and governed by, the laws of the State of California. Any action or proceeding brought for the purpose of enforcing this Agreement shall be governed by the laws of the State of California, including but not limited to the PERL. Any dispute under this Agreement shall be resolved only in a legal proceeding filed in the Superior Court for the State of California, County of Sacramento.

Section 15. AMBIGUITIES NOT HELD AGAINST DRAFTER.

This Agreement having been freely and voluntarily negotiated by the Parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement. The Parties have participated jointly in the negotiation and preparation of this Agreement, and each Party has had the opportunity to obtain the advice of legal counsel and to review and comment upon this Agreement. This Agreement shall be construed as if the Parties jointly prepared it, and neither in favor of nor against any Party.

Section 16. UNDERSTANDING OF AGREEMENT.

All Parties acknowledge and agree they are represented by counsel, or have the right to be represented by counsel, in connection with the drafting and execution of this Agreement and that they have read and fully understand the terms and conditions of the Agreement. The District and CalPERS assume no liability for any taxes or other tax-related claims related to this Agreement.

Section 17. EFFECTIVE DATE OF AGREEMENT.

This Agreement is expressly made conditional upon all parties' signature of the Agreement. The effective date of this Agreement is the first date on which all Parties have signed this Agreement and/or executed a WAIVER AND DISMISUAL OF APPEAL form.

Section 18. EXECUTION BY COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same instrument. Copies of each signed counterpart may be used in lieu of the originals for any purpose. Facsimile signatures of the Parties shall have the effect of original signatures.
BY AFFIXING HIS OR HER SIGNATURE BELOW, EACH OF THE PERSONS SIGNING THIS AGREEMENT REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE/SHE IS AUTHORIZED TO SIGN THIS AGREEMENT, AND THAT THE PARTY ON BEHALF OF WHOM HE/SHE SIGNS THIS AGREEMENT AGREES TO BE BOUND BY ITS TERMS.

IN WITNESS THEREOF, the parties have signed this Agreement the day and year written next to their signatures below in a manner fully binding upon them.

Dated: 12-8-15

Greg Carpenter, City Manager
City of El Segundo

Dated: 12/10/15

Stephen H. Silver, on Behalf of Appealing Retirees

Donna Ranell Lunn, Deputy Executive Officer, Customer Services and Support, CalPERS

Approved as to Form:

Dated: 12/10/15

Liebert Cassidy Whitmore

Dated: 12/10/15

Steven M. Berliner, Attorney for City of El Segundo

Dated: 12/10/15

Silver Hadden Silver & Levine

Dated: 12/10/15

Stephen H. Silver, on Behalf of Appealing Retirees

Dated: 12/10/15

California Public Employees’ Retirement System

Elizabeth Yelland, Attorney for CalPERS
BY AFFIXING HIS OR HER SIGNATURE BELOW, EACH OF THE PERSONS SIGNING THIS AGREEMENT REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE/SHE IS AUTHORIZED TO SIGN THIS AGREEMENT, AND THAT THE PARTY ON BEHALF OF WHOM HE/SHE SIGNS THIS AGREEMENT AGREES TO BE BOUND BY ITS TERMS.

IN WITNESS THEREOF, the parties have signed this Agreement the day and year written next to their signatures below in a manner fully binding upon them.

Dated: ____________________________
Greg Carpenter, City Manager
City of El Segundo

Dated: ____________________________
Stephen H. Silver, on Behalf of Appealing Retirees

Dated: ____________________________
Donna Ramel Lum, Deputy Executive Officer,
Customer Services and Support, CalPERS

Approved as to Form: ____________________________
Liebert Cassidy Whitmore

Dated: ____________________________
Steven M. Berliner, Attorney for City of El Segundo

Dated: ____________________________
Silver Hadden Silver & Levine

Dated: ____________________________
Stephen H. Silver, on Behalf of Appealing Retirees

Dated: ____________________________
California Public Employees’ Retirement System

______________________________
Elizabeth Yelland, Attorney for CalPERS
BY AFFIXING HIS OR HER SIGNATURE BELOW, EACH OF THE PERSONS SIGNING THIS AGREEMENT REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE/SHE IS AUTHORIZED TO SIGN THIS AGREEMENT, AND THAT THE PARTY ON BEHALF OF WHOM HE/SHE SIGNS THIS AGREEMENT AGREES TO BE BOUND BY ITS TERMS.

IN WITNESS THEREOF, the parties have signed this Agreement the day and year written next to their signatures below in a manner fully binding upon them.

Dated: Greg Carpenter, City Manager
City of El Segundo

Dated: December 8, 2015
Stephen H. Silver, on Behalf of Appealing Retirees

Dated: Donna Ramel Lum, Deputy Executive Officer,
Customer Services and Support, CalPERS

Approved as to Form: Liebert Cassidy Whitmore

Dated: Steven M. Berliner, Attorney for City of El Segundo

Dated: Silver Hadden Silver & Levine
Stephen H. Silver, on Behalf of Appealing Retirees

Dated: California Public Employees’ Retirement System

Dated: Elizabeth Yelland, Attorney for CalPERS
EXHIBIT "A" TO SETTLEMENT AGREEMENT

1. Gilbert R. Busick
2. Robert H. Cummings
3. Ellen L. Cunningham
4. Linda C. Domann
5. Susan A. Drennan
6. Richard D. Guyer
7. Mary M. Kobus
8. Steve H. Tsumura
EXHIBIT "B" TO SETTLEMENT AGREEMENT

WAIVER AND DISMISSAL OF APPEAL

Date

CalPERS
Legal Office
P.O. Box 942707
Sacramento, California 94229-2707

In consideration for the inclusion by CalPERS of Additional Pay ("Add Pay") I received from the City of El Segundo, less ($119 per month) in my final compensation and in the calculation of my retirement allowance, and in consideration of the City of El Segundo’s elimination of Add pay increase and in the salary schedules of employee groups which received Add Pay, I hereby waive my right to assert in any forum whether in law or in equity, against either CalPERS or the City of Segundo, or any affiliated persons or entities of either, any claim, cause of action or any other legal proceeding in any way related to the inclusion or exclusion of Add Pay in my "compensation earnable" or "final compensation."

In addition, I also dismiss with prejudice my individual appeal of the original action of CalPERS declining to include Add Pay in the calculation of my retirement allowance.

Signed,

Name
Address
SSN
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AGENDA DESCRIPTION:

Consideration and possible action to amend the employment agreement with the City Manager, Greg Carpenter, to: extend the term through December 31, 2019; consistent with the action taken by the City Council on June 2, 2015 with respect to Department Directors and Confidential Management staff, convert the City’s payment of the deferred compensation 5% match benefit to base salary; and, convert the monthly benefit of $1,081 “Additional Pay” to Base Pay pursuant to an understanding reached with the California Public Employees’ Retirement System (PERS) with regard to including all Additional Pay for City employees receiving this benefit in their base salary. (Fiscal Impact: Conversion of $10,500 of annual deferred compensation benefit to base salary and conversion of $1,081 Additional Pay into base salary which results in no additional expense to the City except the City will annually contribute 18% of $10,500 which is the City’s share of the PERS retirement cost)

RECOMMENDED COUNCIL ACTION:

1. Consideration and possible action to approve an amendment to the City Manager’s employment agreement;
2. Approve a new salary schedule for the position of the City Manager consistent with above agenda description; and/or,
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. March 20, 2012 Employment Agreement between the City and Greg Carpenter
2. Proposed Amendment No.1 to the Employment Agreement

FISCAL IMPACT: See attached Pro Forma Advisors Report

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

PREPARED BY: Mark Hensley, City Attorney
REVIEWED BY:
APPROVED BY: Mark Hensley, City Attorney

OVERVIEW OF ACTIONS TO BE CONSIDERED BY COUNCIL:

On December 1, 2015, the Council met in closed session with the City Attorney to discuss potential changes to the City’s Manager’s employment agreement. Three changes are being proposed to the agreement.

First, while the agreement has no specific termination date, it does provide that should the City Manager be terminated without cause through March 31, 2015, that the City Manager would be provided with a severance payment of up to six months of salary (the amount is decreased based upon the number of days/months left between the date of separation and the March 31, 2015 date – for example if there were only 5 months remaining between the separation date and March 31, 2015, the City Manager would only be eligible for 5 months of severance pay). The attached amendment to the agreement extends the March 31, 2015 date to December 31, 2019 and thus reinstates his eligibility for severance
pay. The agreement and the City’s Manager’s employment can be terminated at anytime with or without cause.

Second, in June 2, 2015, the Council took action to eliminate the City’s matching contribution towards the Executive and Management Confidential staff’s participation in the City’s deferred compensation benefit program (4% match for Management Confidential and 5% for Executives). To offset the elimination of this benefit, and the employees paying for a larger portion of their retirement costs, the affected non-safety employees were provided with an 8% base pay increase. The proposed amendment would result in the City Manager receiving similar consideration with a 5% increase/offset.

Finally, PERS has requested that the City stop the practice of including the City’s Additional Pay benefit in compensable retirement benefit calculations. The City Manager currently receives $1,200 a month in Additional Pay. The City is in the process of working with PERS to convert $1,081 of the $1,200 monthly benefit of Additional Pay received by Executive and Management Confidential staff into base salary and paying the remaining $119 towards a medical plan through PERS’ medical benefit program for these employees. The proposed contract amendment provides for similar treatment of Additional Pay for the City Manager.
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is entered into this 20th day of March, 2012, between the City of El Segundo ("CITY") and Greg Carpenter ("EMPLOYEE").

SECTION 1. TERM

EMPLOYEE shall commence employment as city manager for CITY on March 21, 2012. Except as otherwise provided for in this AGREEMENT, EMPLOYEE’s employment with CITY shall be on an at-will basis and will continue until terminated as provided in this AGREEMENT.

SECTION 2. DUTIES

EMPLOYEE shall perform to EMPLOYEE’s best ability the duties and functions of the City Manager of the CITY, as defined by California state law and CITY Ordinances, Resolutions and Personnel Rules and Regulations, including without limitation acting as the CITY’s highest ranking administrative officer and management employee, and shall perform such other legally permissible duties and acts as the CITY Council may direct from time to time.

SECTION 3. TERMINATION OF EMPLOYMENT

(A) Through and including March 31, 2015, CITY may only terminate this AGREEMENT based upon (i) EMPLOYEE’s willful misconduct, including without limitation, intentionally failing to fulfill EMPLOYEE’s duties set forth in SECTION 2 of the AGREEMENT; or (ii) EMPLOYEE’s conviction or commission of a crime involving moral turpitude; or (iii) without cause at any time. However, if CITY elects to terminate the AGREEMENT without cause such that the termination date would occur before March 31, 2015, and the EMPLOYEE delivers to the City an executed copy of the Separation and Release Agreement in the form attached hereto as Exhibit A within 30 days of his termination, the City must pay EMPLOYEE a lump sum amount equal to the lesser of (i) the amount of base pay that EMPLOYEE would have earned through March 31, 2015 or (ii) six months of EMPLOYEE’s base salary.

(B) EMPLOYEE may terminate this AGREEMENT at any time upon thirty-days written notice to the Mayor of CITY or the City Attorney. EMPLOYEE’s resignation shall be deemed accepted upon delivery of resignation to the Mayor or the City Attorney. EMPLOYEE shall not be entitled to any compensation upon such a termination except as set forth in Section 3 (C);

(C) Upon any termination of this EMPLOYEE’s employment, CITY shall pay EMPLOYEE upon the effective date of such termination, an amount equal to the value of the employee’s accumulated, but unpaid and unused vacation and sick time in
accordance with the vacation and sick time cash out policies applicable to the Executive employees of the City.

SECTION 4. COMPENSATION AND BENEFITS

(A) EMPLOYEE's annual base salary is $210,000 which shall be paid in equal bi-weekly payments. Employee's salary and performance shall be reviewed annually and Council shall have the right, but not the obligation to increase EMPLOYEE's salary pursuant to a written amendment to this AGREEMENT;

(B) CITY shall pay EMPLOYEE for professional membership dues and fees and attendance at conferences as such may be budgeted by the CITY. EMPLOYEE shall also be reimbursed upon presentation to CITY of verified receipts for sums necessarily incurred by EMPLOYEE in the performance of EMPLOYEE's duties or as otherwise budgeted for by CITY, so long as the expenses are in accordance with the CITY's policies and state laws;

(C) EMPLOYEE shall be entitled to all other benefits of employment now in effect or as hereafter approved by the CITY Council, which are provided to other Executive employees of the CITY. EMPLOYEE shall pay the employee share (currently 7% of the employee's salary) of the PERS retirement benefit cost.

SECTION 5. ENTIRE AGREEMENT AND AMENDMENTS

CITY and EMPLOYEE acknowledge that no representation, inducement, promise or agreement, oral or written, has been made or is being relied upon which is not set forth in this AGREEMENT. This AGREEMENT supersedes all prior agreements with respect to the subject matter hereof and, to the extent permitted by law, any and all CITY Ordinances, Resolutions or Personnel Rules and Regulations of CITY that have been or may be adopted. No amendment or modification to this AGREEMENT shall be effective unless such is in writing and signed by the parties.

SECTION 6. EFFECT OF WAIVER/SEVERABILITY

Failure by either party to insist on strict compliance with any term or condition of this AGREEMENT shall not be deemed a waiver of such term or condition, nor shall any such failure be deemed a waiver of that right at any other time. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 7. EMPLOYEE REPRESENTATION

EMPLOYEE represents that he has reviewed this AGREEMENT and has had the opportunity to consult with legal counsel of EMPLOYEE's own choosing with respect to this AGREEMENT. This AGREEMENT shall be deemed to have been drafted by both parties and it shall not be interpreted against either party hereto based upon the drafting hereof.
SECTION 8. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and the venue for any legal action relating to this AGREEMENT shall be the Superior Court of the State of California, County of Los Angeles.

SECTION 9. COUNTERPARTS

This AGREEMENT may be executed in counterparts, which counterparts shall constitute the AGREEMENT.

SECTION 10. ASSEMBLY BILL 1344 COMPLIANCE

To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code Section 53243 et seq., EMPLOYEE shall fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

IN WITNESS WHEREOF, CITY has caused this AGREEMENT to be executed on its behalf by its Mayor and duly attested by its City Clerk; and EMPLOYEE has executed this AGREEMENT on the date first written above.

CITY:

By: ____________________________
   Eric Busch, Mayor

EMPLOYEE:

By: ____________________________
   Greg Carpenter

ATTEST:

By: ____________________________
   Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

By: ____________________________
   Mark Hensley, City Attorney
EXHIBIT A

SEPARATION AND RELEASE AGREEMENT

1. PARTIES

This Separation, Severance and General Release Agreement ("AGREEMENT") is made and executed as of __________, 2012, by and between GREG CARPENTER ("CARPENTER") and the CITY OF EL SEGUNDO ("CITY").

2. RECITALS

2.1 CARPENTER commenced employment with the CITY as city manager on or about March 21, 2012 pursuant to that EMPLOYMENT AGREEMENT entered into between the parties on or about March 20, 2012.

2.2 This AGREEMENT is made to amicably resolve all matters between CARPENTER and the CITY regarding CARPENTER's employment and the cessation of said employment.

2.3 The parties understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and CLAIMS arising from or relating to CARPENTER's employment with CITY, if any, and provide for a separation payment for CARPENTER.

3. CONSIDERATION

3.1 In exchange for CARPENTER's execution, faithful performance and compliance with this AGREEMENT, including without limitation the granting of the releases set forth herein, and in full satisfaction and settlement of CARPENTER's CLAIMS, if any, the CITY shall pay CARPENTER the sum of $__________ [amount equivalent to six month base pay] ("SEVERANCE PAYMENT") in the form of a check made payable to DOUG CARPENTER, to be delivered within 10 days of the EFFECTIVE DATE of this AGREEMENT. Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT.

3.2 Respecting the SEVERANCE PAYMENT referenced in paragraphs 3.1 above, CARPENTER understands and agrees that the employees portion of any federal, state or local taxes, if any, that may be owed or payable on the sums caused to be paid hereunder by the CITY are the sole and exclusive responsibility of CARPENTER.

3.3 CARPENTER and the CITY shall otherwise each bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

3.4 Except as set forth in this Paragraph 3, the parties agree that no other monies or benefits are due, owing or unpaid by reason of CARPENTER's employment or association with CITY and that no other monies or benefits will be paid or maintained by
CITY to/for CARPENTER, in CARPENTER’s name, or on CARPENTER’s behalf. CARPENTER expressly agrees that the SEVRANCE PAYMENT described in Paragraph 3 supersedes and are in substitution for any payments or benefits under any employment agreement(s), business agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

4. **Specific Acknowledgement of Waiver of Claims under ADEA and OWBPA**

The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA", 29 U.S.C. sections 626, et. seq., Pub. L. 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, CARPENTER acknowledges that he knowingly and voluntarily, for just compensation, waives and releases any rights he may have under the ADEA and/or OWBPA. CARPENTER further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by CARPENTER;

(b) CARPENTER is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) CARPENTER is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;

(e) CARPENTER has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) CARPENTER has discussed, or had the opportunity to discuss, this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) CARPENTER has seven (7) days following his execution of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to the CITY pursuant to this paragraph and must state, “I hereby revoke my acceptance of our ‘Separation and Release Agreement’;” and
(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since CARPENTER’s execution of the AGREEMENT (the “EFFECTIVE DATE”).

5. RELEASE

In exchange for the SEVERANCE PAYMENT, representations and covenants made herein, and except only as to such rights or claims as may be created by this AGREEMENT, CARPENTER hereby, and for his heirs, representatives, successors, and assigns, releases, acquits, and forever discharges the CITY, and all of its agents, officers, current and former elected and appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims (including without limitation all claims for workers compensation benefits, if any), charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which CARPENTER now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred (including without limitation any circumstance(s) giving rise to liability for workers compensation benefits) or was in effect at any time from the beginning of time up to and including the EFFECTIVE DATE of this AGREEMENT (“CLAIMS”), without regard to whether such CLAIMS arise under the federal, state or local constitutions, statutes, rules, ordinances or regulations, workers compensation statutes or the common law. CARPENTER expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims related to the DISPUTES, his employment with the CITY and its cessation, any claims for wages, overtime or benefits (including without limitation workers compensation benefits), any alleged breach of any duty, any alleged employment discrimination, harassment, retaliation or unlawful discriminatory act, any alleged breach of any express or implied employment contract, breach of any duty arising out of contract, statute, regulation, ordinance or tort, constructive discharge, wrongful termination or constructive discharge in violation of public policy, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting or respecting wrongful termination, breach of employment contract, or employment discrimination, employee injury, death, workers compensation, wrongful hiring, harassment or retaliation based upon sex, race, age, color, religion, handicap or disability, national origin or any other protected category or characteristic, including but not limited to the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, regulation, ordinance or decisional law.

Additionally, the CITY hereby agrees not to initiate, or proceed with any actions, causes of action, claims, etc., that could be or that have been asserted against CARPENTER arising out of CARPENTER’s employment with the CITY, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc., are, or become pending in any forum whatsoever, the CITY agrees to execute all documents necessary for the withdrawal of such actions, causes of action, claims, with prejudice, forthwith.
6. **UNKNOWN CLAIMS**

6.1 CARPENTER, on the one hand, and the CITY, on the other hand, each hereby waive and release any rights which the other and its successors, heirs, executives, administrators, may have directly or indirectly, if any, jointly or severally, directly or indirectly, under the provisions of California Civil Code section 1542, and any similar state or federal statute, which reads in sum, substance or substantial part as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

6.2 CARPENTER and the CITY acknowledge that the facts with respect to which each gives this GENERAL RELEASE may turn out to be different from the facts they now believe to be true. CARPENTER and the CITY hereby assume the risk of the facts turning out to be different, and agree that this AGREEMENT shall in all respects be effective and not subject to termination or rescission because of any such difference in facts.

7. **WAIVER OF ADDITIONAL CLAIMS**

CARPENTER and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

8. **REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represent and warrant and agree with each other party as follows:

8.1 No Other Claims: CARPENTER and the CITY hereby represent and warrant that CARPENTER nor the CITY has not filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of CARPENTER’ employment with the CITY, the DISPUTES or the CLAIMS released hereby or in any way related to his employment with the CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against the CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. CARPENTER retains his right to request indemnification from the City pursuant to California Government Code Section 825 et seq. with respect to any action brought against CARPENTER in his capacity as an employee.

8.2 Advice of Counsel: Each party has received, or has had the opportunity to receive, independent legal advice from their respective attorney(s) with respect to the advisability of making the settlement and releases provided herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code section 1542.
8.3 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

8.4 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.

8.5 Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.

8.6 Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to rescind or set aside the AGREEMENT. This AGREEMENT is intended to be and is final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

8.7 Later Discovery: CARPENTER and the CITY are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is both parties intention to fully, finally and forever settle and release all such matters, and all claims relative hereto, which do now exist, may exist or have previously existed between both parties. In furtherance of such intention, the releases given here shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.8 Ownership of Claims: CARPENTER represents and warrants as a material term of this AGREEMENT that he has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, CARPENTER further represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.
8.9 Future Cooperation: The parties will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

9. MISCELLANEOUS

9.1 No Admission: Nothing contained herein shall be construed as an admission by the parties of any liability of any kind. The parties each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the parties.

9.2 Governing Law: This AGREEMENT and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT shall be the Los Angeles Superior Court.

9.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

9.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, and officials.

9.5 Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same shall not be construed against any party.

9.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

9.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of the terms of this AGREEMENT, nor do they in any way modify the terms of this AGREEMENT.

9.8 Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

9.9 Executed Copy: All parties shall receive a fully executed copy of this AGREEMENT.
9.10 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party’s discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to CARPENTER:

GREG CARPENTER

As to the CITY:

Attn: City Clerk
City of El Segundo
350 Main Street
El Segundo, California 90245

WHEREFORE, the parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

CITY OF EL SEGUNDO

DATED: ________________

By: ____________________________
__________________________, Mayor

GREG CARPENTER

DATED: ________________

By: ____________________________
Greg Carpenter

APPROVED AS TO FORM:

By: ____________________________
Mark Hensley, City Attorney
AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT ("Amendment") is entered into this 15th day of December, 2015, between the City of El Segundo ("City") and Greg Carpenter ("Employee").

Whereas the City and Employee entered into an Employment Agreement on or about March 20, 2012; and,

Whereas the City and Employee desire to amend such Employment Agreement as set forth below;

Now Therefore, the City and Employee do hereby agreement to amend the Employment Agreement as set forth below.

Effective as of the date of this Amendment and on a go forward basis, the City and Employee do hereby agree to amend the Employment Agreement as follows:

1. Section 3 shall be amended such that the date "March 31, 2015" shall be replaced in all instances in "December 31, 2019."

2. Section 4(a) shall be amended such that the base salary amount of "$210,000" shall be replaced with the amount of "$233,472."

Except as specifically amended by this Amendment, all other terms and conditions of the Employment Agreement shall remain in full force and effect.

Wherefore, the parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

CITY OF EL SEGUNDO

Suzanne Fuentes, Mayor

GREG CARPENTER

Greg Carpenter

Approved as Form:
Mark D. Hensley, City Attorney

ATTEST:

Tracy Weaver, City Clerk
AGENDA DESCRIPTION:
Consideration and possible action regarding the annual request of Mr. S. Claus for variances from the Municipal Code.

RECOMMENDED COUNCIL ACTION:
Approve request by Mr. S. Claus for a waiver of the permits required for doing business within the City of El Segundo as follows:

1. The use of air rights and waiver of the Santa Monica Radial 160 R procedure;
2. Grant a free business license for a non-profit organization;
3. Waiver of the Noise Ordinance to permit the sound of bells;
4. Waiver of the Trespass Ordinance including dealing with trespassing animals;
5. Waiver of the ordinance on Animal Regulations.

FISCAL IMPACT: None
Additional Appropriation: N/A
Account Number(s):

REVIEWED BY: Mayor Suzanne Fuentes
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Were Mr. S. Claus required to take the time to obtain all of the necessary permits, there would be many unhappy boys and girls in El Segundo. In order to expedite the timely delivery of presents, Council should waive the fees and permits required.