AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, FEBRUARY 2, 2016 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

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

1. Consideration and possible action to interview candidates for the Library Board of Trustees.  
   (Fiscal Impact: None)  
   Recommendation — 1) Interview the candidates; 2) Announce appointments at the 7:00 PM, February 2, 2016 City Council Meeting, if any; 3) Alternatively, discuss and take other action related to this item.

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): -1- matter

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

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): -6- matters

2. Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Supervisory and Professional Employees Association; City Employees Association; Executive Management Group (Unrepresented Group).

Agency Designated Representative: Steve Filarsky and City Manager

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters
EL SEGUNDO CITY COUNCIL  
AGENDA STATEMENT  
AGENDA HEADING: Committees, Commissions and Boards  

MEETING DATE: February 2, 2016

AGENDA DESCRIPTION:
Consideration and Possible action to interview candidates for the Library Board of Trustees. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Interview candidates.
2. Announce appointments at the 7:00 p.m., February 2, 2016 City Council meeting, if any
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Application of candidates

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:

*Library Board of Trustees – One position

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Applying to: CCBs</th>
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</thead>
<tbody>
<tr>
<td>1. Jayne Pimlott</td>
<td>Library Board of Trustees – 1&lt;sup&gt;st&lt;/sup&gt; and only choice</td>
</tr>
<tr>
<td>2. Janice Merva</td>
<td>Library Board of Trustees – 1&lt;sup&gt;st&lt;/sup&gt; and only choice</td>
</tr>
<tr>
<td>3. Mary Bellomy</td>
<td>Library Board of Trustees – 1&lt;sup&gt;st&lt;/sup&gt; and only choice</td>
</tr>
</tbody>
</table>

4
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, FEBRUARY 2, 2016 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Reverend Dina Ferguson, St. Michael Episcopal Church

PLEDGE OF ALLEGIANCE – Council Member Fellhauer
PRESENTATIONS

ROLL CALL

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

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

1. Consideration and possible action to announce the appointment to the Library Board of Trustees.
   (Fiscal Impact: None)

   Recommendation – 1) Announce the appointee to the Library Board of Trustees, if any; 2) Alternatively, discuss and take other action related to this item.

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.
2. Warrant Numbers 3009385 through 3009612 on Register No. 8 in the total amount of $1,222,085.28 and Wire Transfers from 1/11/2016 through 1/24/2016 in the total amount of $2,833,272.82

Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


Recommendation – Approval.

4. 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)

Recommendation – 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 action related to this item.

5. Consideration and possible action to adopt a Resolution approving Plans and Specifications for Water Main Improvement at Center St., Walnut Ave. and Maple Ave., Project No. PW16-02.

(Fiscal Impact: $2,000,000.00)

Recommendation – 1) Adopt the Resolution approving Plans and Specifications for Water Main Improvement Project at Center St., Walnut Ave. and Maple Ave. (Project No. 16-02); 2) Alternatively, discuss and take other action related to this item.


(Fiscal Impact: $95,000.00 in federal Community Development Block Grant Funds (CDBG))

Recommendation – 1) Adopt a resolution approving Plans and Specifications for the construction of American Disabilities Act (ADA) Sidewalk Ramps (CDBG Project); 2) Authorize staff to advertise the project for receipt of construction bids; 3) Alternatively, discuss and take other possible action related to this item.
7. Consideration and possible action to approve a City policy regarding sidewalk inspection, maintenance and repair.  
(Fiscal Impact: N/A)  
Recommendation – 1) Approve the attached City policy regarding sidewalk inspection, maintenance, and repair; 2) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action to authorize an amendment with Chevron USA, Inc. granting a 10-year extension for Ordinance No. 1396 to maintain oil pipeline in the public right-of-way in the western area of El Segundo.  
(Fiscal Impact: Annual payments of approximately $3700.00)  
Recommendation – 1) Authorize the City Manager to approve an amendment, in a form approved by the City Attorney, with Chevron USA, Inc. to extend the terms of Ordinance No. 1396 for an additional 10 years to maintain oil pipelines in the public right-of-way in the western area of El Segundo; 2) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action to award a standard Public Works Contract to Sancon Technologies, Inc. for Trenchless Sewer Main Improvement – Eastern Residential Zone, Project No. PW 16-03, and authorize additional funds for construction related contingencies for sewer lining improvements.  
(Fiscal Impact: $653,000.00)  
Recommendation – 1) Authorize the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney, with Sancon Technologies, Inc. in the amount of $567,577.00 for Trenchless Sewer Main Improvement – Eastern Residential Zone, Project No. PW 16-03; 2) Authorize an additional $85,423.00 for construction related contingencies; 3) Alternatively, discuss and take other action related to this item.

10. Consideration and possible action regarding the El Segundo Senior Housing Corporation 2016 Annual Budget for the Park Vista Apartments located at 615 East Holly Street.  
(Fiscal Impact: None)  
Recommendation – 1) Approve the 2016 Park Vista Budget; 2) Alternatively, discuss and take other action related to this item.
11. Consideration and possible action to adopt an ordinance to amend section 1-4-2 of the El Segundo Municipal Code ("ESMC") relating to the selection of mayor and mayor pro tem.  
(Fiscal Impact: None)  
Recommendation – 1) Waive the second reading and adopt the Ordinance No. 1517; 2) Alternatively, discuss and take other action related to this item.

F. NEW BUSINESS

12. Consideration and possible action regarding acceptance of a contribution from Continental Development Corporation in the amount of $15,000.00 to assist with economic development for the City of El Segundo to be applied specifically towards targeted economic development advertising in FY2015-2016.  
(Fiscal Impact: $15,000.00 appropriation for the Economic Development Advertising and Publishing Account)  
Recommendation – 1) Appropriate grand funding for FY2015-16 in the Economic Development Advertising & Publishing Account; 2) Alternatively, discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer –

Council Member Atkinson –

Council Member Dugan –
Mayor Pro Tem Jacobson –

Mayor Fuentes –

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MEMORIALS –

CLOSED SESSION

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REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 1.27.16
TIME: 3:15 pm
NAME: [Signature] (Grace Weaver)
AGENDA DESCRIPTION:
Consideration and possible action to announce the appointment to the Library Board of Trustees. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Announce the appointee to the Library Board of Trustees, if any;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget

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<th>Amount Budgeted:</th>
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<tr>
<td>Additional Appropriation:</td>
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ORIGINATED BY: Mishia Jennings, Executive Assistant
REVIEWED BY: 
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

<table>
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<tr>
<th>Committee/Commission and Board</th>
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<td>106</td>
<td>State Gas Tax Fund</td>
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<td>Associated Recreation Activities Fund</td>
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<td>Assess Forfeit Fund</td>
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<td>Home Sound Installation Fund</td>
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<td>TDA Article 3 - SB 821 Bikeway Fund</td>
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<td>MTA Grant</td>
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<td>Retired EMP. Insurance</td>
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<td>Expendable Trust Fund - Other</td>
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<td>708</td>
<td>Outside Services Trust</td>
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</tbody>
</table>

**Total Warrants:** $1,222,085.28

**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

For Ratification:

- **A:** Payroll and Employee Benefit checks

- **B - F:** Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves.

- **H:** Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

**FINANCE DIRECTOR:** [Signature]

**CITY MANAGER:** [Signature]

**DATE:** 1-26-16
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 1/11/16 THROUGH 1/24/16

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<th>Payee</th>
<th>Description</th>
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<td>1/11/2016</td>
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<td>1/11/2016</td>
<td>Unum</td>
<td>Long Term Care Premium</td>
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<td>1/15/2016</td>
<td>Health Comp</td>
<td>Weekly claims</td>
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<td>1/15/2016</td>
<td>Manufacturers &amp; Traders</td>
<td>457 payment Vantagepoint</td>
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<td>1/15/2016</td>
<td>Manufacturers &amp; Traders</td>
<td>ROTH IRA payment Vantagepoint</td>
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<td>1/15/2016</td>
<td>South Bay Credit Union</td>
<td>Payroll credit union deduction payment</td>
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<td>EFT 457 payment</td>
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<td>Federal 941 Deposit</td>
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<td>State SDI payment</td>
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<td>Survivor Benefit - Police - PEPPRA</td>
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<td>1/21/2016</td>
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<td>Survivor Benefit - Fire</td>
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<td>1/22/2016</td>
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<td>Postage for City Hall</td>
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<td>1/22/2016</td>
<td>Health Comp</td>
<td>Weekly claims</td>
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<td>1/22/2016</td>
<td>Unum</td>
<td>Long Term Care Premium</td>
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<td>1/21/2016</td>
<td>Lane Donovan Golf Ptr</td>
<td>Payroll Transfer</td>
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<td>Workers Comp Activity</td>
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</table>

**DATE OF RATIFICATION: 1/25/16**

TOTAL PAYMENTS BY WIRE: 

2,833,272.82

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JANUARY 19, 2016 – 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
Council Member Dugan - Present

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

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

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:

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

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): -7- matters

1. Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees 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

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, JANUARY 19, 2016 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 7:00 PM

INVOCATION – Tracy Weaver, City Clerk

PLEDGE OF ALLEGIANCE – Council Member Dugan

PRESENTATIONS

a) Presentation by Linda Johnson, representing the El Segundo Chamber of Commerce, the 2015 Chamber of Commerce Holiday Parade Winners.

b) Presentation by El Segundo Police Department, Chief Mitch Tavera, concerning the department’s Active Shooter Program. Council commented on the presentation and the current public safety concerns.

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)
Corrita Concon, resident, commented on the community’s public safety concerns and expressed concern about Police Officer retention in the City.

CITY COUNCIL COMMENTS – (Related to Public Communications)
Council answered the public comment question.

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)
C. UNFINISHED BUSINESS

1. Consideration and possible action to amend the Settlement Agreement between the City of El Segundo and Wiseburn School District related to the design and construction of a joint use aquatics facility located on school district property at 201 N. Douglas Street and authorize payment of $300,000 from the Aquatics Trust Account to cover costs associated with the architectural design phase. (Fiscal Impact: $300,000.00)

Recommendation – 1) Authorize the Mayor to execute the amended settlement agreement in a form approved by the City Attorney; 2) Authorize the City Manager to pay $300,000 to Wiseburn Unified School District for architectural design services in accordance with the amended settlement agreement; 3) Alternatively, discuss and take other action related to this item

Greg Carpenter, City Manager, introduced and presented the item.

Council Discussion

MOTION by Council Member Atkinson, SECONDED by Council Member Fellhauer to authorize the Mayor to execute the amended Settlement Agreement no. 4887A between the City of El Segundo and Wiseburn School District in a form approved by the City Attorney and authorize the City Manager to pay $300,000 to Wiseburn Unified School District for architectural design services in accordance with the amended settlement agreement. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

2. Approve Warrant Numbers 3008943 through 3009198 on Register No. 6 in the total amount of $1,159,639.70 and Wire Transfers from 11/30/2015 through 12/13/2015 in the total amount of $3,624,085.27. Warrant numbers 3009199 through 3009384 on Register No. 7 in the total amount of $842,104.06 and Wire Transfers from 12/14/2015 through 1/10/2016 in the total amount of $2,602,926.33. 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.

3. Approve Special City Council Meeting Minutes of December 8, 2015 and Regular City Council Meeting Minutes of December 15, 2015.
4. 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)

5. PULLED BY MAYOR PRO TEM JACOBSON

6. Waive second reading and adopt Ordinance No. 1516 for a Zone Change from the Light Manufacturing (M-1) Zone to the El Segundo South Campus Specific Plan (ESSCSP) Zone, a Zone Text Amendment, a Specific Plan, and a Development Agreement no. 4972 on the site located at 2000-2100 East El Segundo Boulevard. Applicant: 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)

7. Waive the formal bidding process pursuant to the El Segundo City Code Section 1-7-10 and authorize the Fire Department to piggy-back on a City of Palo Alto Fire Department’s Request for Quotation, RFQ 159018, for the purchase of a replacement Fire Engine manufactured by Pierce Manufacturing Inc. (Fiscal Impact: $668,982.00)

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to approve Consent Agenda items 2, 3, 4, 6, and 7. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

PULLED ITEM

5. Consideration and possible action to amend a standard Public Works Contract with Jose Angel Fierros (dba FS Construction) for FY 2015/16 Curb, Gutter, Sidewalk, and other Concrete Improvements. Project No. PW 14-16. (Fiscal Impact: $200,000.00)

Council Discussion

MOTION by Mayor Pro Tem Jacobson, SECONDED by Council Member Fellhauer to authorize the City Manager to execute a Public Works contract Amendment No. 4898B with Jose Angel Fierros (dba FS Construction), in a form as approved by the City Attorney, for $200,000.00 for the FY 2015-16 curb, gutter, sidewalk and other concrete improvements. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS
8. Consideration and possible action to award a standard General Services contract to the lowest responsible bidder, Sierra School Equipment Company, for the Council Chambers Theater Seating Refinishing Project. Project No.: PW 15-29A. (Fiscal Impact: $38,178.00)

Greg Carpenter, City Manager, introduced the item.

Stephanie Katsouleas, Public Works Director, gave a presentation.

Council Discussion

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to authorize the City Manager to execute a standard General Services Agreement No. 4973, in a form as approved by the City Attorney, with Sierra School Equipment Company, in the amount of $28,178.00 and authorize additional funding for carpet materials and installation. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

G. REPORTS – CITY MANAGER- None

H. REPORTS – CITY ATTORNEY - None

I. REPORTS – CITY CLERK

9. Consideration and possible action to: 1) Introduce an Ordinance No. 1517 to amend section 1-4-2 of the El Segundo Municipal Code (“ESMC”) relating to the selection of the mayor and mayor pro tem; 2) Adopt Resolution No. 4966 amending City Council Resolution 4945 calling for the April 12, 2016 General Municipal Election, to amend the language in Section 1 to read “Vote for no more than three”. (Fiscal Impact: None)

Tracy Weaver, City Clerk and Mona Shilling, Deputy City Clerk, introduced and presented the item.

Council Discussion

Ordinance was introduced and will be brought back to the February 2, 2016 City Council Meeting for adoption.

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to adopt Resolution No. 4966. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

J. REPORTS – CITY TREASURER – Not Present

K. REPORTS – CITY COUNCIL MEMBERS
Council Member Fellhauer – Wished everyone a Happy New Year and attended a legislative tour in Sacramento with the Independent Cities Association.

Council Member Atkinson – Thanked those who attend Council meetings and comment during Public Communications.

Council Member Dugan – None

Mayor Pro Tem Jacobson – None

Mayor Fuentes – Attended the dedication of the Floyd Carr bench at Library Park. The Rotary Club sponsored the dedication of the bench. The Mayor welcomed In & Out and toured the facilities for “Just Fab”, a company based in El Segundo.

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

MEMORIALS – None

ADJOURNMENT at 7:56 PM

 Tracy Weaver, City Clerk
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: February 2, 2016
AGENDA HEADING: Consent Agenda

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:
Contract documents were finalized with Bino Construction, and three sliding glass doors were delivered during the last week of January. The install date for these units is being coordinated with the tenants and commencement of construction is imminent.

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 adopt a Resolution approving Plans and Specifications for Water Main Improvement at Center St., Walnut Ave. and Maple Ave., Project No. PW16-02. (Fiscal Impact: $2,000,000.00)

RECOMMENDED COUNCIL ACTION:
1. Adopt the attached Resolution approving Plans and Specifications for Water Main Improvement Project at Center St., Walnut Ave. and Maple Ave. (Project No. PW16-02).
2. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Resolution
Location Map

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $2,000,000.00
Additional Appropriation: N/A
Account Number(s): 501-400-7103-8207 (Water Enterprise Fund)

ORIGINATED BY: Lifan Xu, Principal Civil Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Much of the City's water transmission and distribution system dates back to the 1920's. These water mains have exceeded their useful life and are in need of replacement. Standard practices call for replacing lines every 50-70 years due to natural degradation from soil chemistry and chlorinated potable water sources. Some water distribution lines are also undersized for meeting today’s potable water demand. Staff regularly evaluates the conditions of the pipes to develop and prioritize a replacement schedule each year. This year, a total of approximately 4,300 ft of water mains and about 130 service lines and meters are scheduled for replacement. Locations include (also see attached Location Map):

- Center St., from Mariposa Ave. to Imperial Ave. (undersized and 1930s/40s)
- Walnut Ave., from Center St. to California St. (1930s/40s)
- Maple Ave., from Center St. to California St. (1930s/40s)

Under staff’s direction, Omnis Consulting Inc. prepared construction plans and specifications for replace the water mains under those streets. The plans and specifications are now complete and ready for adoption by City Council. Staff recommends that City Council: 1) adopt the attached
resolution approving the plans and specifications for Water Main Improvement at Center, Walnut and Maple [Project No. PW16-02] and 2) authorize staff to advertise the project for receipt of construction bids.

Staff estimates the following timeline for the project:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>February, 2016</td>
<td>Advertise the Project</td>
</tr>
<tr>
<td>March, 2016</td>
<td>Project Award by City Council</td>
</tr>
<tr>
<td>June, 2016</td>
<td>Start Construction</td>
</tr>
<tr>
<td>October, 2016</td>
<td>Complete Construction</td>
</tr>
</tbody>
</table>

This work was identified and approved in FY 2015/16 budget as part of our Capital Improvement Program project listing and will advance our ultimate goal to replace all of our aging water infrastructure. Please note that the work on Center Street will be coordinated to occur during the summer while school is out of session. The other streets will follow, with every effort made to minimize the impact of residents during the fall school session.
RESOLUTION NO. ___

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF PW16-02, WATER MAIN IMPROVEMENTS AT CENTER ST., WALNUT AVE., AND MAPLE AVE. 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 retained Omnis Consulting, Inc. ("Consultant") as the engineer to design and prepare the plans for PW16-02, Water Main Improvements at Center St., Walnut Ave. and Maple Ave. ("Project");

B. The Consultant informed the City Engineer that these plans are complete and that construction of the Project may begin;

C. The City Engineer reviewed the completed design and plans for the Project and agrees with the Consultant that the plans are complete and the Project may be constructed;

D. 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 ___ day of ______, 2016.

Suzanne Fuentes, Mayor

ATTEST:

Tracy Weaver, City Clerk

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

By: Karl H. Berger, Assistant City Attorney
PW16-02, Water Main Improvement on Center, Walnut & Maple Project Locations
AGENDA DESCRIPTION:

Consideration and possible action to adopt a Resolution approving Plans and Specifications for Construction of American with Disabilities Act (ADA) Sidewalk Ramps (CDBG Project). Project No. PW 15-24 (Fiscal Impact: $95,000.00 in federal Community Development Block Grant funds (CDBG))

RECOMMENDED COUNCIL ACTION:

2. Authorize staff to advertise the project for receipt of construction bids.
3. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Location Map

FISCAL IMPACT: $95,000 in anticipated grant funding

Amount Budgeted: $95,000.00
Additional Appropriation: No
Account Number(s): 111-400-2781-8441 (Community Development Block Grant: Capital Projects)

ORIGINATED BY: Cheryl Ebert, Senior Civil Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Each year, the City of El Segundo receives federal Community Development Block Grant (CDBG) funds through the Community Development Commission of the County of Los Angeles (CDC). This funding is available for local community development projects that meet national objectives that benefit low and moderate income persons, address slums or blight, and/or meet a particular urgent community development need. The City’s ADA Curb Ramp Installation Project, which consists of installation of new curb ramps that improve access and mobility for elderly and severely disabled persons, meets this funding criteria.

On October 20, 2015, the El Segundo City Council adopted plans and specifications for the FY 15/16 ADA Curb Ramp Installation Project. However, on November 24, 2015 only one bid was received during the public bid opening. Because federal guidelines require a minimum of two bids for award consideration, staff recommended that the bid be rejected and that the funds be combined with the FY 16/17 grant cycle to encourage more bidders to respond to the posting.
Effective July 1, 2016, the City of El Segundo will receive its 2016/17 CDBG Program Year funding allocation of approximately $50,000. This amount, combined with the previous CDBG Program Year (FY15/16) allocation, will support the installation of approximately seventeen (17) new ADA-compliant curb ramps (see attached map, base bid) for a total construction cost of approximately $95,000.00. Should the bids come in lower than expected, the bid documents also identify additional locations for consideration (alternate bid).

Please note that although we are requesting approval/adoptions of plans and specifications at this time, we cannot award the project until the beginning of the FY 16/17 funding cycle this coming July. Staff anticipates the following timeline upon approval:

June, 2016  Advertise the project
July, 2016  Award the project
August-October, 2016  Construct ADA Ramps

Staff recommends that City Council adopt plans and specifications for the installation of seventeen (17) ADA-compliant ramps, approve the attached resolution, and authorize the project for receipt of construction bids.
RESOLUTION NO. ____

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF ADA RAMPS (CDBG PROJECT) PURSUANT TO GOVERNMENT CODE SECTION 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 specifications and plans requesting Construction of ADA Ramps (CDBG Project) (the "Project"). These plans are complete. Bidding for 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") following receipt of construction bids. The Project Payment Account will be 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 2nd day of February, 2016.

Suzanne Fuentes, Mayor

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

By: Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:

Consideration and possible action to approve a City policy regarding sidewalk inspection, maintenance, and repair. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:

1. Approve the attached City policy regarding sidewalk inspection, maintenance, and repair.

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

ATTACHED SUPPORTING DOCUMENTS:

Sidewalk Policy

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>No</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</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:

Prior to 2016, the City of El Segundo carried out a reactive rather than proactive sidewalk inspection program in determining and documenting the presence of sidewalk defects. Under the passive sidewalk inspection approach, the City Street Division generally learned of sidewalk deficiencies in one of two ways—either through a report/complaint by a member of the public, or through observation by a City staff member who encountered a deficiency in the course of work in the public right-of-way. The City then took steps to record the deficiency and prepare a prioritization list for repairs.

Although sidewalk maintenance and record keeping has been ongoing for several years, staff recommends that a formal policy be adopted and implemented due to increased focus on sidewalk maintenance and repair. The purpose of this policy is to document the components of and adopt a revised sidewalk inspection program. A key component of the policy includes proactively and systematically inspecting all public sidewalks within the City’s jurisdiction in the baseline year 2016 and, upon determining that sidewalk defect exists, documenting and initiating appropriate action to have defective sidewalks repaired or reconstructed according to the prioritization list and available resources available each year.

Staff recommends that the City Council adopt the resolution establishing formal policies and procedures for sidewalk inspection, maintenance, and repair.
Introduction
The City of El Segundo is 5.46 square miles in size, with over 54 linear miles of roadways and more than 100 linear miles of public sidewalks, which vary in age and in quality of condition. The condition of the City's sidewalks vary from minor irregularities to total uplift, predominantly from tree root intrusion. The level of these defects and their surrounding environments, as defined below, helps establish the City's prioritization list for repairs. Although the City has limited resources, in 2016 it will undertake a comprehensive survey process to document its sidewalks defects needing repair or replacement. This sidewalk survey will allow staff document baseline conditions of the City's entire sidewalk network and help further refine the financial need for current and future repairs. Accordingly, the City and its Public Works Department will exercise discretion and professional judgment in determining whether and when sidewalks need to be repaired or replaced, and when to schedule those improvements given available resources at the time.

Background
Prior to 2016, the City of El Segundo carried out a reactive rather than proactive sidewalk inspection program in determining and documenting the presence of sidewalk defects. Under the passive sidewalk inspection approach, the City Street Division generally learned of sidewalk deficiencies in one of two ways—either through a report/complaint by a member of the public, or through observation by a City staff member who encountered a deficiency in the course of work in the public right-of-way. The deficiency was then recorded using GIS software and included information such as location, date discovered and reported, repair/reconstruction priority, sidewalk dimensions, and repair/reconstruction data, if available. Figure 1 illustrates the electronic documentation and cataloging of sidewalk deficiencies identified in the City of El Segundo using its GIS software iWater. Figure 2 illustrates the data fields populated by City staff when documenting the sidewalk deficiency.

Purpose
The purpose of this policy is to document the components of and adopt a revised sidewalk inspection program, one in which the City Public Works Department will systematically inspect and document all public sidewalks within the City's jurisdiction in the baseline year 2016 and, upon determining that sidewalk defect exists, initiate appropriate action to have defective sidewalks repaired or reconstructed according to the prioritization list and resources available each year.
Figure 1 – Illustrative example of known sidewalk deficiency locations

Figure 2 – Example of Data Fields for City Personnel to Populate
A. Inspection Procedures

The Public Works Department Street Maintenance Division shall be responsible for the inspection and enforcement of sidewalk repair policies for existing sidewalks within the City’s right of way. Sidewalk inspections should be done with the assistance of GPS and/or GIS to record the location, date of inspection, level of the defect, required repairs, and any other necessary physical attributes to be logged into the City’s GIS software program, iWater (as shown in Figure 2 above). The following considerations should be applied to the documentation process:

- The location of sidewalk inspection should be identified by nearest property address.
- The “Level of Defect” should be recorded, as described in Section C of this policy.
- Required repairs may include grinding, asphalt patching, or total replacement of the sidewalk as needed to mitigate the defect.
- Physical attributes should include sidewalk dimensions at defective location (width, length and height of defect), in addition to whether there are any adjacent trees or the sidewalk is in a high traffic area.

After inspections are documented electronically, GIS data should be submitted to the Information Systems Department (ISD) for backup no less frequently than once per week.

B. Inspection Schedule

Based on the resources needed to achieve the inspection procedures outlined above, the Public Works Department shall conduct a complete inspection of the entire City within one year of effective date of this policy, and every five years thereafter. Areas ranked as a Level 3 or higher shall be reexamined on a biennial basis after repairs are made, unless the repair includes full replacement, at which time they would be removed from the biennial list.

In order to maintain consistency in the inspection process for determining whether a particular sidewalk condition is in need of replacement or repair, the City of El Segundo will apply the sidewalk defect rating system as follows:
<table>
<thead>
<tr>
<th>Level of Defect</th>
<th>Defect Uplift or Offset Range</th>
<th>Suggested Causes and Repairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 5</td>
<td>Greater than 3”</td>
<td>Significant tree root uplift; previously grinded or has asphalt patch. Full replacement needed.</td>
</tr>
<tr>
<td>Level 4</td>
<td>2” to 3”</td>
<td>Tree root uplift; previously grinded or has asphalt patch. Full replacement likely necessary.</td>
</tr>
<tr>
<td>Level 3</td>
<td>1.5” to 2”</td>
<td>Previously grinded or patched with asphalt. Grinding and/or asphalt patch may suffice.</td>
</tr>
<tr>
<td>Level 2</td>
<td>1” to 1.5”</td>
<td>Minor uplifting or cracking. New grinding or asphalt patch may suffice.</td>
</tr>
<tr>
<td>Level 1</td>
<td>½” to 1”</td>
<td>Differential settling or offsetting joint; or separation of a joint or crack of more than ½ inch. Needs minimal grinding. No patch required.</td>
</tr>
</tbody>
</table>

**C. Repair Methodology**

Upon completion of the initial sidewalk survey, the Public Works Department will compile a list of sidewalk replacement and repair locations for future funding consideration. The sidewalk prioritization list will be subject to continual modifications based on both newly discovered as well as existing sidewalk defects and the availability of resources for sidewalk replacement and repair.

The following factors will be taken into consideration when preparing the final list each year for repair and/or replacement:

- Rating, with Level 5 considered the highest priority (e.g., the nature and severity of the condition needing replacement or repair).
- Public safety.
- History of prior accidents or complaints.
- Sidewalk location and amount of pedestrian traffic.
- Proximity of sidewalks identified as needing replacement or repair to other sidewalks also needing replacement or repair.
- Whether sidewalk replacement also requires coordination and removal of parkway or/and residential trees.
- The City’s budget for replacement or repair of sidewalks.

Sidewalk repairs and /or reconstruction should follow the most recent edition of the Standard Specifications/Plans for Public Works Construction “Greenbook” and be in compliance with Federal, State, and local requirements. Once the sidewalk repairs have

_Sidewalk Policy – City of El Segundo_  
*January 2016*
been made, the Public Works Department will update the GIS database to show type of repairs made and completion date of the repair.

D. Effective Date
This policy will become effective February 3, 2016 following adoption by City Council. Modifications of the Policy will be effective on the date said modifications are approved by the City Council or the date any City employee or official with authority granted by the City Council has approved the Policy modification or change.
AGENDA DESCRIPTION:

Consideration and possible action to authorize an amendment with Chevron USA, Inc. granting a 10-year extension for Ordinance No. 1396 to maintain oil pipeline in the public right-of-way in the western area of El Segundo. (Fiscal Impact: annual payments of approximately $3700.00)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to approve an amendment, in a form approved by the City Attorney, with Chevron USA, Inc. to extend the terms of Ordinance No. 1396 for an additional 10 years to maintain oil pipelines in the public right-of-way in the western area of El Segundo.

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

ATTACHED SUPPORTING DOCUMENTS:

Ordinance 1396

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$3700 approximate annual revenue</th>
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<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
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<tr>
<td>Account Number(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Stephanie Katsouleas, Public Works Director

REVIEWED BY: Stephanie Katsouleas, Public Works Director

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Ordinance No. 1396, which was adopted following a public hearing process held on June 20, 2006, granted Chevron USA, Inc. a franchise agreement to maintain oil pipelines within the public right-of-way for a duration of 10 years. The ordinance also provides for a 10-year extension of the ordinance if requested by Chevron and approved by City Council. Chevron has formally requested to extend the terms of Ordinance No. 1396 prior to its expiration this coming June, with no other modifications to the document’s language. A copy of the original ordinance, along with relevant exhibits, is attached to this staff report. It is worth noting that Chevron pays the City an annual franchise fee for the right to install and use the oil pipeline. The annual franchise payment is calculated on the 2006 base amount with an annual escalation in accordance with Section 62315 of the Franchise Act of 1937, which is based on the Consumer Price Index for the Los Angeles-Anaheim-Riverside area. In 2006, the annual payment was $3,236. It has escalated to $3,730 as of 2015.

Therefore, staff recommends that City Council approve an amendment, in a form approved by the City Attorney, granting a 10-year extension to Ordinance No. 1396 to Chevron USA, Inc. for installing and maintaining oil pipelines in the El Segundo public right-of-way.
ORDINANCE NO. 1396

AN ORDINANCE GRANTING TO CHEVRON USA, INC. AN OIL PIPELINE FRANCHISE WITHIN THE CITY OF EL SEGUNDO.

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

SECTION 1. The City Council finds and determines as follows

A The city of El Segundo ("City") received an application from Chevron U.S.A. Inc. ("Chevron") for a franchise to lay and use pipes and appurtenances for transmitting and distributing oil or products thereof (as defined below), for any and all purposes in, under, along, across or upon the public streets, ways, alleys and places within the city of El Segundo.

B Chevron had a 10-year oil pipeline franchise agreement with the City which expired on May 12, 2005, but which franchise agreement Chevron maintained in a holdover status by annually submitting payment of franchise fees calculated pursuant to the terms of such franchise agreement and the City's acceptance thereof. Chevron seeks to be granted by the City a new franchise agreement for ten (10) years, for the same pipelines.

C In accordance with state law, the City Council, at a regular meeting held on May 16, 2006 declared its intention to grant said franchise agreement to Chevron by adopting Resolution No. 4465.

D The City Council also conducted a duly noticed public hearing on June 20, 2006, and after considering all oral and written testimony at said hearing, approved the granting of this franchise agreement to Chevron in accordance with the terms and conditions of this Ordinance.

SECTION 2. Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter.

A "City" or "Grantor" means the city of El Segundo, a general law city and municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

B "Director" means the Director of Public Works of the City.

C "Engineer" means the City Engineer of the City, or designee.
D  "Facilities" means "Pipes and Appurtenances" as defined below

E  "Franchise" means this Ordinance, including its terms and conditions, and includes the authorization by the City to transmit and distribute oil or petroleum products for any and all purposes under, along, across or upon the public streets, ways, alleys and places in the City by means of pipes and appurtenances

F  "Grantee" means Chevron U.S.A. Inc., a Pennsylvania corporation and its lawful successors or assigns

G  "Hazardous Materials" means any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, local law or regulation or which, even if not so regulated, may or could pose a hazard to public health and safety, including, without limitation, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the California Solid Waste Management, Resource Recovery and Recycling Act (Gov't Code §§ 66700 et seq); the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), California Health & Safety Code §§ 25117 or 25316, including the regulations promulgated thereto (see 22 Cal. Code of Regs. § 66261.3), any substances or mixture regulated under the Toxic Substance Control Act of 1976 (15 U.S.C. §§ 2601 et seq.), any "toxic pollutant" under the Clean Water Act (33 U.S.C. §§ 1251 et seq.), and any hazardous air pollutant under the Clean Air Act (42 U.S.C. §§ 7901 et seq.)

H  "Lay and use" means to lay, construct, erect, install, operate, maintain, use, repair, replace, or remove

I  "Oil or petroleum products" means oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, nitrogen and other industrial gases, water, waste water, mud, steam and other liquid substances not more hazardous than the aforesaid substances

J  "Pipes and appurtenances" means pipes, pipelines, manholes, valves, appurtenances and service connections necessary or convenient for the operation of said pipes or pipelines, including conduits, cathodic protection devices, wires, cables, other appurtenances and fiber optic communications systems necessary or convenient for the exercise of the Grantee's business in, upon, along, across, under or over those streets of
the City which are described in the attached Exhibit “A” which is incorporated by reference

K "ESMC" means the El Segundo Municipal Code, as amended

L "Streets" means the public streets, ways, alleys and places within the City as the same now or may hereafter exist, and in which the City has the authority to grant a Franchise

SECTION 3: Granting clause/Rights to Grantee; Term of Franchise

A Pursuant to, and subject to, the Franchise Act of 1937 (California Public Utilities Code §§ 6201-6302, "Act"), City grants to Grantee a franchise to use, or to lay and use pipes and appurtenances for transmitting and distributing oil or petroleum products for any and all purposes, under, along, across or upon the public streets within the City as described in Exhibit “A” and identified on the maps attached as Exhibit “B” and incorporated by reference

B. As part of this Franchise, Grantee may install, operate, maintain, replace, repair, abandon in place and/or remove such scraper traps, manholes, flanges, conduits, culverts, vaults, valves, appliances, cathodic protection systems, attachments and other appurtenances (collectively, "appurtenances") as may be necessary or convenient for the proper maintenance and operation of the pipelines under this franchise, provided, however, that Grantee must first secure the requisite permits and/or approvals from City for construction or excavation

C. This Franchise is granted in lieu of all other franchises for pipelines held by the Grantee, or by any predecessor of the Grantee, for transmitting and distributing oil or petroleum products within the City's present or future jurisdictional limits. Acceptance of this franchise constitutes Grantee's abandonment of all such franchises within the City's present or future jurisdictional limits in lieu of which this franchise is granted, and as Grantee's agreement to comply with all of the Franchise's terms and conditions.

D This Franchise has a term of ten (10) years from and after the effective date of this Ordinance ("initial term"), unless the following occurs.

1. Grantee voluntarily surrenders or abandons the Franchise, or

2. The property affected by this Franchise is purchased, condemned, or otherwise taken by a public entity rendering the Franchise useless, or
3 The Grantee forfeits the Franchise by violating its terms and conditions or that of the Act

E Grantee has an option to extend this Franchise for an additional ten (10) year period of time before the end of the initial term of this Franchise, upon the City's written approval, which approval will not be unreasonably withheld or conditioned. The parties must commence good faith negotiations on such extension upon notification from Grantee to the City of its election to renew this Franchise, which notice must be given not later than twelve (12) months before the initial term expires.

SECTION 4: Compensation In consideration of City's granting this Franchise, in addition to complying with the Franchise's terms and conditions, Grantee must pay to the City the following

A Base Annual Fee

1 During the term of this Franchise, Grantee agrees to pay the City a base annual fee for this Franchise as set forth in § 6231 5 of the Act. The base fee is subject to increase to the maximum rate established in subsequent amendments of the Act. The Franchise fee will be prorated for the remainder of the calendar year based on a 360-day year, with the first payment of the Franchise fee accruing from May 13, 2005.

2 Should Grantee partially abandon pipelines or should Grantee partially remove such pipelines payments otherwise due the City for occupancy of the streets by such pipelines will be reduced by the length and diameter of pipeline abandoned or the actual pipeline removed, beginning with the first day of the next succeeding Franchise year, and for each subsequent franchise year. The base rate, however, will be modified to reflect the increase (as provided below) applicable to such abandoned or removed pipeline at the beginning of the next succeeding Franchise year following abandonment or removal.

3 The base annual fee is due and payable annually on January 2, during the term of the Franchise for the preceding annual period, without demand and upon filing of the report required by this Section. Any fees or expenses charged to Grantee by City pursuant to this Section, or any other provision of this Franchise, unless disputed in good faith, must be paid when due or are deemed delinquent. Any undisputed delinquent amounts will accrue interest commencing thirty (30) days after the due date, at the rate of one and one-half percent (1 5%) per month (based upon a 30-day calendar month) or any lesser amount if required by law. Any
neglect, omission or refusal by Grantee to pay any undisputed delinquent fee with any late charges, within thirty (30) days of written demand for payment is grounds for the City to declare the Franchise forfeited.

4 Payments must be made to the Office of Treasurer, City of El Segundo, or at such place as the City may, from time to time, designate in writing. The base annual fee must be paid annually during the term of the Franchise, including the year of granting the Franchise.

B Annual Increase

1 The amount of each annual payment of the base annual fee is subject to an increase after the first year of the Franchise and each subsequent year during the term of this Franchise, based on § 6231.5 of the Act, as amended.

2 The increase is based on the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles-Anaheim-Riverside area (1982-84 = 100), as published by the United States Bureau of Labor Statistics, Department of Labor, for the month of September immediately preceding the month in which payment is due and payable, divided by the Consumer Price Index, All Urban Consumers, for the Los Angeles-Anaheim-Riverside area, for June 30, 1989, which equals 100. (Note: This was revised to reflect what is in the Cal Public Utilities Code Section 6231.5. If the Index is discontinued or revised during the term of this Franchise, such other governmental price index or computation with which it is replaced chosen by the City will be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

3 The City will determine the adjustment in CPI and will provide the Grantee with the correct schedule before December 1 preceding the month in which payment is due and payable.

C Reports Required

1 The Grantee must file with the City Clerk and City’s Finance Director, on or before January 2nd after the expiration of the calendar year, or fractional calendar year, following the date of the granting of this Franchise and on or before January 2nd (Note: These revisions were made to reflect the requirements set forth in Section 4(A)(3)) after the expiration of each calendar year thereafter, two copies of a report duly verified by the oath of the
Grantee or by the oath of a duly authorized representative of the Grantee, showing for the immediately preceding franchise period

(a) The length of pipelines in lineal feet covered by this Franchise,

(b) The nominal internal diameter of such pipelines expressed in inches,

(c) The rate per foot per year, and

(d) The total amount due the City

SECTION 5 Rights of the City.

A This Franchise does not impair or affect any right of the City to acquire the property of the Grantee, either by purchase or through the exercise of the right of eminent domain, subject to Grantee's rights, remedies and defenses, and nothing in this Franchise may be construed to contract away, or to modify or to abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee, nor will this Franchise be given any value before any court or other public authority in any proceeding of any character in excess of the necessary publication costs and any other sums paid by Grantee to the City at the time this Franchise was acquired

B In connection with any change in grade, alignment or width of any public street, way, alley or place ("the Streets"), or the construction of any subway or viaduct, or any other street improvement of any kind by the City, where Grantee's rights to occupy the Streets do not supersede the City's rights, Grantee must, at the City's direction and at Grantee's sole cost and expense, comply with all of the following provisions, as applicable

1 Within ninety (90) days after Grantee receives written notice from the City that work is to be done pursuant to any reserved right and specifying the general nature of the work and the area in which the same is to be performed, the Grantee must commence to do all things necessary to protect and support its franchise property during the progress of such work. If so ordered by the City, Grantee must relocate those pipes and appurtenances installed, used and maintained within the street to such extent, in such manner, and for such period as is necessary to permit the performance of such work in an economical manner, and to permit the maintenance, operation and use of such street improvement
2 Grantee must pay to the City the full amount of any increase in cost for the construction, installation or repair of any bridge, or any artificial support in or underlying any street in which any pipes or appurtenances of the Grantee are located, if such increase in cost is required in order to provide for the installation, maintenance or operation of Grantee's pipes or appurtenances in or on the street area which the bridge or other artificial support covers or underlies.

3 Grantee must cooperate with the City to take all actions reasonably necessary in order to accomplish the completion of any City street improvement project within a reasonable period of time. After Grantee receives written notice from the City that work is to be done, the Grantee must diligently prosecute such work to completion.

4 In the decision process necessary to determine if Grantee's pipelines and/or appurtenances are required to be relocated, the City will also consider all known future projects that, if done separately, may cause multiple relocation of the pipelines and/or appurtenances. If such known future projects can be identified, full consideration of concurrent projects will be given by the City. If the City requires the relocation within the public street, way, alley or place more than once within a period of ten (10) years, the City will pay the cost of the second and all subsequent relocations within such ten (10) year period.

5 In the event that the City changes the planned rearrangement of pipelines, or the notice given to Grantee, the Grantee will be given an additional period of not less than sixty (60) days to accomplish such work. When Grantee's rights to occupy the Streets predate or supersede the City's rights, such relocations will be performed by Grantee as set forth above with the costs reimbursed to Grantee by the City.

6 Except as otherwise provided above, when City requires a rearrangement of Grantee's facilities and such rearrangement is done for the accommodation of any person, firm, corporation or public agency other than the City, the cost of such rearrangement will be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, must (a) deposit with the Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of the Grantee, to pay the costs of such rearrangement, and (b) execute an instrument agreeing to indemnify, defend and hold harmless Grantee from any and all damages or claims caused by such rearrangement. This provision will not be construed to require Grantee to rearrange its facilities.
Any accommodation for rearrangement of Grantee’s facilities will be made at the Grantee’s sole discretion.

7. Nothing in this Agreement may be construed to require the City to move, alter, or relocate any of its pipelines upon public streets at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, now or hereafter owning a public utility system of any type or nature, or to move, alter, or relocate any part of its pipelines upon said streets for the convenience, accommodation or necessity of the Grantee.

SECTION 6 Other obligations of Grantee; Indemnification. The Grantee must comply with all of the following provisions:

A. Within sixty (60) days after the City Council adopts this Ordinance, Grantee must file with the Director improvement plans relating to all of Grantee’s facilities located within the City, and a map or maps showing the location, length and size of all such facilities which have been installed, relocated, removed or abandoned by Grantee.

B. Within six (6) months after the installation of any new pipelines under this franchise, Grantee must file with the Director an “as built” map or maps showing the approximate location, length and size of all of Grantee’s pipelines so installed.

C. Grantee must construct, install and maintain all pipes and appurtenances in a good and workmanlike manner, and of good materials, and operate in conformity with all applicable federal, state, and local laws including, without limitation, the El Segundo Municipal Code (ESMC). In case of public utilities subject to the jurisdiction of the Public Utilities Commission of the State of California, the rules, regulations and orders of the Public Utilities Commission will govern whenever any conflict may exist between them and the applicable ordinances, codes, rules and regulations adopted or prescribed by the City. To the extent required by applicable law, the Grantee must obtain and maintain a permit from the City of El Segundo Fire Department to construct, install, use, operate, repair or modify a pipeline for the transportation of flammable or combustible liquids.

D. Grantee must pay the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, provided Grantee fails to make such repairs after notice and reasonable opportunity to complete such repairs.

E. Grantee agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, and employees, from and against any and all claims, losses, liabilities, damages to persons or property,
demands, actions, judgments, causes of action, assessments, penalties, costs and expenses (including, without limitation, reasonable fees of legal counsel, expert witnesses and accountants) arising out of or resulting from Grantee's operations under this franchise, except to the extent caused by City's sole active negligence, and for all damages proximately resulting from the failure of Grantee to faithfully observe and perform each and every provision of this franchise and of the Act Grantee is solely responsible for complying with all laws, regulations, and other orders which are applicable to the installation, repair, relocation or removal of its facilities, whether federal, state or local. City's approval of such installation, repair, relocation or removal will not relieve Grantee of any liability Grantee may have for contaminated soils or other environmental liability attributable to or arising from Grantee's pipes, appurtenances and other facilities. Any fee paid by Grantee pursuant to this Agreement will in no way limit Grantee's obligation to compensate City for any damage, claim, expense or loss whatsoever, as set forth in this paragraph.

F In addition, Grantee indemnifies and holds the City harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injures, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from Grantee's removal, remediation, response or other plan concerning any Hazardous Materials resulting in the release of any hazardous substance into the environment. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Grantee will defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise.

1 The foregoing indemnity is intended to operate as an agreement pursuant to 42 USC § 9607(e) (the Comprehensive Environmental Response, Compensation and Liability Act; "CERCLA") and Health & Safety Code § 25364 to defend, protect, hold harmless, and indemnify the City from all forms of liability under CERCLA, or other applicable law, for any and all matters addressed in this Franchise.

G In no event will Grantee's indemnity obligation under this Franchise include indemnification for the City's gross negligence or willful misconduct.

SECTION 7: INSURANCE

A Before commencing performance under this Franchise, and at all other times this Agreement is effective, Grantee must procure and maintain the following types of insurance with coverage limits complying, at a minimum,
with the limits set forth below

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits (combined single)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory requirement</td>
</tr>
</tbody>
</table>

B Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

C Grantee will furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A.VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. Grantee will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

D Should Grantee, for any reason, fail to obtain and maintain the insurance required by this Agreement, the City may obtain such coverage at Grantee's expense or terminate this Franchise.

E Grantee must deliver to City, in the manner provided for notices, copies or endorsements of all insurance certificates and endorsements required by this Ordinance, within the following time limits:

1. For insurance required at commencement of this Ordinance, within thirty (30) days after this Ordinance becomes effective;

2. For insurance becoming required at a later date, at least ten (10) days before the requirement becomes effective, or as soon thereafter the requirement, if new, becomes effective, and
3 For any renewal or replacement of a policy already in existence, at least twenty (20) days after expiration or other termination of the existing policy

B Notwithstanding anything to the contrary, Grantee may provide a program of self-insurance provided it can demonstrate that it had a net worth of $10,000,000.00 within the preceding year. The City, at its sole discretion, may allow Grantee to self-insure provided the self-insurance program complies with the provisions and specified limits contained herein, and is approved by the City Manager and City Attorney. If such approval for self-insurance is granted, the City will be precluded from exercising the remedies afforded to it pursuant to subsection D of this Section 7.

SECTION 8 PRESENCE OF HAZARDOUS MATERIALS: Except as otherwise provided below, Grantee may not or permit any Hazardous Materials to be discharged or released in, under, or about the streets or adjacent properties at any time. Grantee must, at its expense, procure, maintain in effect and comply with all conditions of any and all applicable permits, licenses, and other governmental and regulatory approvals required of Grantee for Grantee’s use of the streets or adjacent properties. Upon expiration or earlier termination of the franchise term, Grantee must cause all Hazardous Materials released by Grantee in or under the streets or adjacent properties, if any, to be removed from the streets or adjacent properties in accordance with and in compliance with all applicable laws. Grantee may not take any remedial action in response to the presence of any Hazardous Materials in or about the streets or adjacent properties, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the streets or adjacent properties, without first notifying City of Grantee’s intention to do so and affording City ample opportunity to appear, intervene or otherwise appropriately assess and protect City’s interests.

SECTION 9 NOTICE TO GRANTOR Grantee must immediately notify City in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any applicable laws relative to the streets or adjacent properties, (ii) any claim made or threatened by any person against Grantee or the streets or adjacent properties relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials, and (iii) any reports made to any governmental agency arising out of or in connection with any Hazardous Materials in or removed from the streets or adjacent properties, including any complaints, warnings or asserted violations in connection therewith. Grantee must also supply to City as promptly as possible copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the streets or adjacent properties, or Grantee’s use of the streets. Grantee must promptly deliver to City copies of manifests reflecting the legal and proper disposal of all Hazardous Materials removed by the Grantee from the streets or adjacent properties.
SECTION 10  Assignability  Grantee may sell, transfer or assign this Franchise or any interest therein directly or indirectly, or any of the rights or privileges hereby granted, with the City’s prior written consent, which will not be unreasonably withheld. Notwithstanding the above statement, Grantee may transfer or assign this Franchise to any parent, subsidiary or affiliate without obtaining the consent of City, provided Grantee provides written notification within thirty (30) days of said transfer or assignment and submits written evidence of the same, including a certification executed by a duly authorized officer of the Grantee. Upon compliance with the foregoing, this Franchise will be binding on the successors and assigns of the parties hereto, and inure to the benefit of the successors and assigns of the parties hereto.

SECTION 11:  Excavations.

A  Grantee must obtain an excavation permit in accordance with the ESMC, and pay the applicable fee therefor, before commencing any excavation in any street or public right of way, or before disturbing the earth beneath the surface of the street, except in the case of an emergency. Before any excavation permit is issued for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, Grantee must obtain the applicable permits from the City. If the proposed location of the excavation does not, or will not, unreasonably interfere with the use of the streets by the City or if Grantee holds rights to occupy the area of the Streets which supersede the City’s rights, and Grantee complies with all applicable laws, the Public Works Director will issue the appropriate permit(s).

B  Where it is necessary to lay any underground pipes through, under or across any portion of a paved or macadamized street, such work, where deemed by Grantee in its sole discretion to be a safe method of installation, as well as practicable and economically feasible, may be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work will be done pursuant to an excavation permit.

C  All work is subject to the City’s inspection. All street coverings or openings, valves, vaults and manholes must at all times be kept flush with the surface of the streets, provided, however, that vents for underground vaults and manholes as well as cathodic protection devices, including pole-mounted rectifiers may, subject to the City’s prior approval, extend above the surface of the streets when such vents and cathodic protection devices, including pole-mounted rectifiers, are located in parkways, between the curb and the property line. The Grantee must provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with the ESMC and comply with such additional
safety measures as the City may direct

D In emergencies, Grantee may commence excavation of streets without prior permit; provided, however, Grantee acts in a reasonable and diligent manner as soon as practicable after the onset of said emergency to obtain a permit authorizing such work

E Grantee acknowledges that the City’s records may not be complete and that pipes and appurtenances previously unknown to City are frequently discovered. Consequently, by granting this franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein will make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City’s approval of excavation permit plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any street or other public property

SECTION 12: Grantee’s Emergency Response Plan; Pipeline Accidents

A The Grantee must develop and maintain an emergency response plan, reasonably satisfactory to the City, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section is acceptable. The emergency response plan must include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including without limitation to traffic control, street excavation pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City may reasonably require. Repairs to a public street, alley or parkway must be completed within 72 hours of Grantee completing repairs to its facilities and clean up of any materials released from its facilities, if reasonably possible, unless otherwise authorized by the City. The City must be notified ten (10) days in advance of any proposed change in such arrangements. Any changes in or revisions to Grantee’s emergency response plan must be submitted to the City on the first working day of the subsequent calendar year.

B Whenever any pipeline or appurtenance breaks or leaks so as to cause the release of oil or petroleum products into or under the public right-of-way, Grantee, and any other person using or controlling the pipeline or appurtenance, must immediately notify the City’s Police Department and Public Works Department and implement precautionary safety measures including traffic control, system shutdown, valve closures, and public

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notification. In the event of an emergency which threatens life, health, safety, or property, and where it is not possible to obtain an excavation permit before commencing the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee must apply for an excavation permit. Adequate traffic safety barriers must be maintained at all times, and any damaged portion of the street must be restored to at least the condition that existed immediately before the damage.

C If any portion of any City street is damaged by reason of defects, breaks or leaks in any of the pipes and appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any pipes and appurtenances constructed or maintained by Grantee, the Grantee must, at its sole cost and expense, immediately repair all damage and restore the street to the condition existing before such damage occurred. All such work must be done under the City’s direction, and to the City’s reasonable satisfaction. Grantee must repair such damage and restore the street within three (3) working days after receiving a written demand from the City or such other reasonable period as the Director may authorize when required for the protection of the public health and safety.

D Should Grantee, after reasonable notice, fail or refuse to pave, surface, grade, repave, resurface or regrade any damaged street as required by the provisions of this franchise, the City may cause the work to be done after written notice is given to Grantee and will keep an itemized account of all costs incurred. The Grantee agrees to, and must, reimburse the City for all such costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 13: Abandonment

Should Grantee abandon all or any part of the pipes and appurtenances which encompass this Franchise, such abandonment must be accomplished by Grantee as required by the State of California Pipeline Safety Act, or other governing State or Federal laws or statutes. Grantee will not owe the City any compensation for the privilege of said abandonment. The ownership of all franchised property so abandoned in place, immediately vest in the City except that Grantee will retain all liability for the installation or construction of those facilities, and any liability for Hazardous Materials, as those liabilities exist as of the date of the Abandonment.

SECTION 14: Default.

A Effect of Default. Should Grantee default in the performance of any of the terms, covenants and conditions herein, and such default is curable, the City may give written notice to Grantee of such default. Should Grantee not commence the work necessary to cure such default within sixty (60)
days after such notice is received by Grantee, or prosecute such work diligently to completion, the City may declare this Franchise forfeited. Upon giving written notice of forfeiture to Grantee, this Franchise will terminate and Grantee's rights will terminate. Should the Franchise be forfeited, Grantee must execute an instrument of surrender and deliver same to City. In the event of noncompliance by the Grantee with any of these conditions, the City may, in addition to all other remedies, bring suit for the forfeiture or termination of this Franchise.

B  Force Majeure  Should Grantee's performance of this Franchise be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond Grantee's control, then Grantee will not be deemed to be in default or forfeit its Franchise rights if it commences and prosecutes performance with all due diligence and promptness upon being able to do so.

C  Cumulative Remedies  No provision of this Franchise for enforcing the terms and conditions of this Franchise is an exclusive remedy or procedure for enforcement. These remedies and procedures are in addition to those provided by law and are cumulative.

SECTION 15: Dispute Resolution. If a dispute arises between the parties relating to this Franchise, the parties agree to use the following procedure before either party pursues other available legal remedies, except when doing so would cause the expiration of an applicable statute of limitations. A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days after such meeting the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation. City and Grantee will equally advance a proportionate share of the costs of mediation. The parties will jointly appoint a mutually acceptable mediator within thirty (30) days from the conclusion of the negotiation period. The parties agree to participate in good faith in the mediation and related negotiations for a period of sixty (60) days. Any decision of the mediator must be supported by written findings of facts and conclusions of law. If the parties are not successful in resolving the dispute through the mediation, the matter may be submitted to a court of law.

SECTION 16: Notice.

Any notice required to be given under the terms of this Franchise, the manner of services of which is not specifically provided for here, may be served to the following identified addresses, or to such other address as may from time to time be furnished in writing by one party to the other, and by depositing said notice in the United States mail, postage prepaid. When the services of any such notice is
made by mail, the time such notice will begin with and run from, is the date of deposit of the same in the United States mail

Upon City
City of El Segundo
Public Works Department
Attn. Director of Public Works
350 Main Street
El Segundo, CA

Upon Grantee
Chevron U S A Inc
c/o Chevron Pipe Line Company
16301 Trojan Way
La Mirada, CA 90638
Fax (714) 228-1524
Attn: Team Leader

SECTION 17 Grantee’s Acceptance of Franchise. Except as otherwise stated herein, Grantee must within thirty (30) days after this Franchise is adopted, file with the officers of the City designated herein the following instruments or documents

A File with the City Clerk Grantee’s written acceptance of the terms and conditions of this ordinance

B File with the City Clerk certified copies of the policies of liability insurance and workers’ compensation insurance, or, in lieu thereof, certificates evidencing such insurance, which policies must be in accordance with the terms and conditions of this ordinance. Notwithstanding anything to the contrary, Grantee may provide a program of self-insurance provided it can demonstrate that it had a net worth of $10 million within the preceding year. The City, at its sole discretion, may allow Grantee to self-insure provided the self-insurance program complies with the provision and specified limits contained herein, and is approved by the City Administrator and City Attorney

C File with the City Clerk, within ten (10) business days after the City Council adopts and passes the ordinance granting this franchise and thereafter at all times during the life of the Franchise keep on file with the City Clerk, a bond issued by an admitted surety insurer, and in a form approved by the City Attorney, in the penal sum of One Hundred Thousand Dollars ($100,000), conditioned that the Grantee will well and truly observe, fulfill, and perform each condition of the Franchise and that in case of any breach of condition of the bond, the whole amount of the penal sum
therein specified will be recoverable from the principal and surety upon said bond. If said bond is not filed, or if it does not receive the approval of the City Attorney, the Franchise may be revoked or forfeited and any money paid to the City in connection therewith will be retained by the City

SECTION 18  Reimbursement for City's posting and publication expenses. The Grantee will pay the City a sum of money sufficient to reimburse the City for all posting and publication expenses incurred in connection with the granting of this Franchise. Such payment must be made by Grantee within thirty (30) days after the City provides to the Grantee a written statement of such expenses.

SECTION 19  Venue. The Parties agree that all actions or proceedings arising in connection with the ordinance will be tried and litigated in the State courts located in the County of Los Angeles, State of California. The Parties intend that this choice of venue be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Ordinance in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section, and stipulates that the State courts located in the County of Los Angeles, State of California have in person jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

SECTION 20  No Waiver. Grantee is not excused from complying with any of the terms and conditions of this Ordinance by any failure of the City upon any one (1) or more occasions to insist upon or to seek compliance with any such terms or conditions. No City waiver of any provision or consent to any action constitutes a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent constitutes a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party will be null and void if the party requesting such waiver has not provided full and complete disclosure of all material facts relevant to the waiver requested.

SECTION 21  Binding Effect. Each and all of the provisions hereof are binding on and inure to the benefit of the Parties and their respective heirs, successors, and permitted transferees and assigns.

SECTION 22  Amendment. No amendment, modification, or supplement to this ordinance is binding on any of the parties unless it is in writing, signed by the parties, and approved through legislative action.

SECTION 23  Entire Agreement. This ordinance constitutes the entire agreement between the parties with regard to this subject matter. This ordinance supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than
those set forth in this Agreement or the documents and agreements referred to in this agreement

SECTION 24: Construction. Each party has been represented by counsel in the negotiation and execution of this ordinance. The terms of this ordinance were negotiated by the Parties and the language used in this Franchise is deemed to be the language chosen by the Parties to express their mutual intent. This Franchise will be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in the favor of the party receiving a particular benefit under this Agreement. No rule or strict construction will be applied against any Person.


A Captions. The captions here are for convenience and reference only, and are not part of this Franchise, and do not in any way limit, define or amplify the terms and provisions hereof.

B Governing Law. This Franchise has been made and will be construed and interpreted in accordance with the laws of the State of California.

C Execution. The Mayor of the City will approve and sign and the City Clerk will attest to the passage of this Ordinance. This Ordinance will take effect thirty (30) days from the date of its adoption. Once this Ordinance becomes effective, it will be deemed to be applicable as of May 13, 2005.

SECTION 26: Repeal of any provision of the El Segundo Municipal Code will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action of prosecuting violations occurring before the effective date of this Ordinance.

SECTION 27: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 28: 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 29: This Ordinance becomes effective thirty (30) days after adoption.
PASSED AND ADOPTED this 18th day of July, 2006

Kelly McDowell, Mayor

APPROVED AS TO FORM
Mark D. Henley, City Attorney
By
Karl H. Berger, Assistant City Attorney

CERTIFICATION

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five, that the foregoing resolution, being 'ORDINANCE NO 1396' was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the 18th day of July, 2006, and the same was so passed and adopted by the following vote

AYES. McDowell, Busch, Boulgarides, Fisher, Jacobson
NOES NONE
ABSENT NONE
ABSTENTION NONE
NOT PARTICIPATING NONE

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 18th day of July, 2006

Cindy Mortesen, City Clerk
Of the City of El Segundo,
California
(SEAL)
Location of pipeline in the City particularly described as follows:

BEGINNING at a point in the South line of El Segundo Boulevard 20.00 feet easterly of the center line of Whiting Street: THENCE northerly across El Segundo Boulevard to a point 7.00 feet South of the center line of El Segundo Boulevard; THENCE easterly parallel to the center line of El Segundo Boulevard to a point 12.50 feet westerly of the center line of Virginia Street; THENCE northerly parallel to the center line of Virginia Street and its extension to a point in Imperial Avenue lying 16.00 feet South of the center line of Imperial Avenue; THENCE easterly parallel to the center line of Imperial Avenue to a point 150.00 feet easterly of the center line of Virginia Street; THENCE northerly parallel to the center line of Virginia Street to the North City boundary.

This Franchise is hereby granted to Grantee, and its lawful successors and assigns subject to the terms of this Franchise. This Franchise shall include the right, for the period and subject to the terms of this Agreement, to so maintain, operate, repair, and renew the pipeline system of Grantee authorized hereunder as already laid and constructed in said Streets, if any.

Exhibit "A"
AGENDA DESCRIPTION:
Consideration and possible action to award a standard Public Works Contract to Sancon Technologies, Inc. for Trenchless Sewer Main Improvement – Eastern Residential Zone, Project No. PW 16-03, and authorize additional funds for construction related contingencies for sewer lining improvements. (Fiscal Impact: $653,000.00)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney, with Sancon Technologies, Inc. in the amount of $567,577.00 for Trenchless Sewer Main Improvement – Eastern Residential Zone, Project No. PW 16-03; and,
2. Authorize an additional $85,423.00 for construction related contingencies; or,
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Location Map

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$2,000,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>No</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>502-400-8204-8647 (Sewer Main Repair)</td>
</tr>
</tbody>
</table>

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 sanitary sewer collection system’s pipes and manholes. The report found 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, and evaluates each of the highest priority defect segments to determine whether the segment can be repaired with liner (trenchless method) or must be repaired by replacement (open trench method). Repairing sewers with liner is significantly cheaper than excavating and replacing sewers. When conditions allow, the trenchless method is selected. Repair projects are then prepared and compiled into the annual capital improvement program designated for sewer repair activities.

Since 2011, Engineering has completed approximately 3,500 ft. of sewer main repairs via replacement (open trench method) and 3,100 ft. of sewer main via lining (trenchless method).
Project PW 13-24, underway since July 2015 and is nearly complete, includes the repair of another 3,500 ft. of sewer main via replacement (open trench method). This project (PW 16-03), will address another 8,600 ft. of sewer main via liner (trenchless method). Combined, over the last four years the Engineering staff has completed a total of 18,700 ft. of sewer repairs and replacements.

On December 15, 2015, City Council adopted the plans and specifications for Trenchless Sewer Main Improvement – Eastern Residential Zone, Project No. PW 16-03, and authorized staff to advertise the project for receipt of construction bids. On January 12, 2016, the City Clerk received and opened two (2) bids as follow:

1. Sancon Technologies, Inc. $567,577.00
2. Southwest Pipeline & Trenchless Corp. $581,777.00

The lowest responsible bidder was Sancon Technologies, Inc. Staff checked references and the contractor’s license status. Sancon Technologies, Inc. has satisfactory completed similar projects for other public agencies. Therefore staff recommend that City Council:

1) Award a standard Public Works Contract with Sancon Technologies, Inc. in the amount of $567,577.00 for Trenchless Sewer Main Improvement – Eastern Residential Zone, Project No. PW 16-03; and,
2) Authorize an additional $85,423.00 for construction related contingencies.

The work is expected to be completed by June, 2016.
AGENDA DESCRIPTION:

Consideration and possible action regarding the El Segundo Senior Housing Corporation 2016 Annual Budget for the Park Vista Apartments located at 615 East Holly Street.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Approve the 2016 Park Vista Budget;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. 2016 Park Vista Budget

FISCAL IMPACT: N/A – No General Fund

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

PREPARED BY: Jesse Bobbett, Recreation Superintendent
REVIEWED BY: Meredith Petit, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

On Tuesday, November 17, 2015, the El Segundo Senior Housing Corporation Board of Directors approved the 2016 Annual Budget (see summary below) for the Park Vista Apartments located at 615 East Holly Street. The increase in projected revenues is a result of incremental rental rate adjustments and new tenant rates. The increase in expenses are primarily due to an increase in utility fees and landscape maintenance costs. The Plan of Operations of the Senior Housing Board Corporation mandates that the annual budget be approved by City Council before being adopted.

<table>
<thead>
<tr>
<th>Operating Budget Annual Comparison</th>
<th>2015</th>
<th>2016</th>
<th>Variance</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$ 613,100</td>
<td>$ 633,684</td>
<td>$ 20,584</td>
<td>3.25%</td>
</tr>
<tr>
<td>Expenses</td>
<td>$ 401,225</td>
<td>$ 403,050</td>
<td>$ 1,825</td>
<td>0.04%</td>
</tr>
<tr>
<td>Loan Payment</td>
<td>$ 156,000</td>
<td>$ 156,000</td>
<td>$ 0</td>
<td>0%</td>
</tr>
<tr>
<td>Net Income</td>
<td>$ 55,875</td>
<td>$ 74,634</td>
<td>$ 18,759</td>
<td>25.13%</td>
</tr>
</tbody>
</table>
# Park Vista 2016 Budget Worksheet

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port Income</td>
<td>447,492.95</td>
<td>599,557.56</td>
<td>560,000.00</td>
<td>548,739.58</td>
<td>571,879.72</td>
<td>610,584.48</td>
<td>1% vacancy fact incr NO rent increase</td>
</tr>
<tr>
<td>Parking Income</td>
<td>13,004.34</td>
<td>17,381.26</td>
<td>18,000.00</td>
<td>17,697.92</td>
<td>17,486.06</td>
<td>18,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total RENT</strong></td>
<td>460,497.26</td>
<td>616,938.82</td>
<td>578,000.00</td>
<td>566,437.50</td>
<td>589,365.78</td>
<td>628,670.54</td>
<td></td>
</tr>
<tr>
<td>Laundry Income</td>
<td>3,733.52</td>
<td>4,978.63</td>
<td>4,500.00</td>
<td>5,103.90</td>
<td>4,500.00</td>
<td>4,500.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>464,235.79</td>
<td>618,874.32</td>
<td>612,500.00</td>
<td>609,550.41</td>
<td>602,725.00</td>
<td>633,064.48</td>
<td></td>
</tr>
</tbody>
</table>

| Expense         |                 |                 |             |             |             |                     |       |
| Fire Service    | 1,494.11        | 1,992.18        | 3,000.00    | 4,748.70    | 2,423.36    | 3,000.00            |       |
| Maintenance     | 47,591.84       | 63,485.04       | 70,000.00   | 58,610.75   | 57,457.33   | 70,000.00           |       |
| Elevator Service| 3,434.64        | 4,575.52        | 6,000.00    | 5,056.54    | 8,545.49    | 8,000.00            | 10% Contract plus maintenance |
| Gardening       | 11,375.70       | 15,169.93       | 12,000.00   | 11,706.60   | 11,946.00   | 15,000.00           | Assume more irrigation and tree trimming |
| Management Fees | 117,000.00      | 156,000.00      | 186,000.00  | 149,999.07  | 147,999.07  | 156,000.00          |       |
| Security Service| 0.00            | 0.00            | 0.00        | 0.00        | 0.00        | 0.00                |       |
| Pest Control    | 1,609.00        | 2,412.00        | 4,300.00    | 4,042.00    | 778.00      | 4,300.00            |       |
| Insurance - Property | 14,683.00 | 19,844.00       | 21,000.00   | 14,852.00   | 14,852.00   | 17,000.00           |       |
| Licenses and Permits | 79.00 | 100.00        | 700.00      | 526.00      | 620.00      | 700.00              |       |
| Electricity     | 14,413.19       | 19,217.59       | 22,000.00   | 19,046.28   | 16,850.63   | 22,000.00           |       |
| Gas             | 6,672.52        | 9,163.36        | 12,000.00   | 10,469.04   | 10,472.88   | 12,000.00           |       |
| Water           | 21,621.85       | 28,220.71       | 30,000.00   | 23,495.25   | 24,475.61   | 32,000.00           |       |
| Telephone/Internet | 6,672.57 | 9,163.43       | 7,700.00    | 7,527.11    | 6,561.57    | 9,500.00            |       |
| Cable/Television | 29,666.70       | 38,222.27       | 38,000.00   | 36,439.02   | 34,518.61   | 40,000.00           | 20% Dependent on renewal contract |
| Stenographer    | 1,400.00        | 1,865.67        | 2,400.00    | 2,100.00    | 2,390.00    | 2,450.00            |       |
| Office Supplies | 1,159.83        | 1,546.50        | 1,750.00    | 1,640.64    | 2,117.68    | 1,750.00            |       |
| Uniforms        | 1,093.57        | 1,444.76        | 2,600.00    | 2,322.14    | 2,239.10    | 1,200.00            |       |
| Advertising & Promotion | 0.00 | 0.00 | 800.00 | 179.82 | 0.00 | 800.00 |       |
| Entertainment   | 1,991.32        | 2,655.09        | 2,000.00    | 2,454.56    | 1,361.65    | 2,200.00            | 100th Anniversary Party |
| Bank Service Fees | 24.00 | 32.00 | 100.00 | 70.00 | 70.00 | 75.00 |       |
| Postage         | 47.04           | 62.72           | 62.00       | 200.00      | 126.00      | 126.00              |       |
| Professional Fees | 5,323.09 | 7,100.00 | 7,000.00 | 5,000.00 | 5,880.00 | 5,500.00 | Mostly Audit engagement fees |
| **Total Operating Expense** | 288,035.75 | 384,047.22 | 461,225.00 | 369,629.08 | 351,985.44 | 403,050.00 |       |

| NOI - Net Operating Income | 176,194.93 | 224,526.65 | 211,275.00 | 239,909.33 | 240,739.56 | 230,034.46 |       |

| Other Income & Expense |                 |                 |             |             |             |                     |       |
| Interest on Bank Accounts | 461.85 | 615.90 | 600.00 | 721.96 | 1,084.01 | 600.00 | Assume less with less money in accts |
| Total Other Income | 461.85 | 615.90 | 600.00 | 721.96 | 1,084.01 | 600.00 |       |
| Other Expense |                 |                 |             |             |             |                     |       |
| Loan Principle Reduction | 117,000.00 | 156,000.00 | 156,000.00 | 156,000.00 | 156,000.00 | 156,000.00 |       |
| Total Other Expense | 117,000.00 | 156,000.00 | 156,000.00 | 156,000.00 | 156,000.00 | 156,000.00 |       |
| Net Other Income | -116,538.15 | -155,384.20 | -155,400.00 | -155,278.94 | -154,915.99 | -155,400.00 |       |
| **Total Income** | 464,592.53 | 619,390.17 | 613,100.00 | 610,266.37 | 593,409.01 | 623,684.45 |       |
| **Total Expense** | 405,035.79 | 540,047.72 | 557,225.00 | 525,625.68 | 507,068.44 | 589,080.00 |       |
| **Net Income** | 59,556.74 | 79,342.45 | 55,875.00 | 94,640.69 | 86,340.57 | 74,604.45 |       |
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: February 2, 2016
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to adopt an ordinance to amend section 1-4-2 of the El Segundo Municipal Code ("ESMC") selecting the mayor and mayor pro tem. This is related to State Legislation (Senate Bill 29 and Assembly Bill 477).
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Waive the second reading and adopt Ordinance No. 1517
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance

FISCAL IMPACT: N/A

ORIGINATED BY: Tracy Weaver, City Clerk
REVIEWED BY: David King, Assistant City Attorney
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Ordinance

The City’s municipal code currently requires the City Council to meet on the Tuesday after the City’s general municipal election and choose the mayor and mayor pro tem. Due to recent changes in state law, the results of the City’s general municipal election will not be certified in time to seat the newly elected Council Members the Tuesday following the election.

Recently passed State Legislation;

1) Senate Bill No. 29 (Correa) now requires the City Clerk’s office to accept any vote by mail ballot up to three (3) days after Election Day, provided that the ballot was postmarked or signed by the voter on or before Election Day.

2) Assembly Bill No. 477 (Mullin) allows voters who failed to sign their Vote-By-Mail ballot envelope to turn in an “Unsigned Ballot Statement” or sign the envelope at the office of the City Clerk before 5pm on the 8th day after the election.
State law allows the City Council to meet no later than the fourth Friday after the election to declare the results (Elec. Code § 10263(b));

The City Clerk is requesting the City Council amend the ("ESMC") to allow more flexibility in the scheduling of the meeting declaring the results of the election and choosing the mayor and mayor pro tem, to conform to state law.
ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 1-4-2 OF THE EL SEGUNDO MUNICIPAL CODE RELATING TO THE SELECTION OF THE CITY’S MAYOR AND MAYOR PRO TEM.

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

SECTION 1: The City Council finds and declares that:

A. The City’s code currently requires the City Council to meet on the Tuesday after the City’s general municipal election and choose the mayor and mayor pro tem;

B. Due to recent changes in state law, the results of the City’s general municipal election will not be certified in time to seat the newly elected council members on the Tuesday following the election; Senate Bill No. 29 (Correa) now requires the City Clerk’s office to accept any vote by mail ballot up to 3 days after election day, provided that the ballot was postmarked or signed by the voter on or before election day; Assembly Bill No. 477 (Mullin) allows voters who failed to sign their Vote-By-Mail ballot envelope to turn in an "Unsigned Ballot Statement" or sign the envelope at the office of the City Clerk up to 8 days after the election;

C. State law allows the City Council to meet no later than the fourth Friday after the election to declare the results (Elec. Code § 10263(b));

D. The City Council desires to amend the Code to allow more flexibility in the scheduling of the meeting declaring the results of the election and choosing the mayor and mayor pro tem, to conform to state law.

SECTION 2: Environmental Findings. Pursuant to the authority and criteria of the California Environmental Quality Act (CEQA), it can be seen with certainty that this project does not have the potential to cause significant effects on the environment and, therefore, the project is exempt from CEQA pursuant to 14 Cal. Code Regs. §15061(b)(3).

SECTION 3: Section 1-4-2 of the El Segundo Municipal Code is amended as follows:

1-4-2: SELECTION OF MAYOR AND MAYOR PRO TEM:

After the election results are certified by the City Clerk, the newly seated City Council shall meet and choose one of its members as mayor, and one of its members as mayor pro tem.
ORDINANCE NO.
PAGE 2 of 2

SECTION 4: 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 5: 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 6: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this ___ day of ____________, 2016.

________________________________________
Suzanne Fuentes, Mayor

ATTEST:

________________________________________
Tracy Weaver, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the El Segundo City Council at its regular meeting held on ____________, 2016 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED AS TO FORM:

________________________________________
Mark D. Hensley, City Attorney
AGENDA DESCRIPTION:

Consideration and possible action regarding acceptance of a contribution from Continental Development Corporation in the amount of $15,000 to assist with economic development for the City of El Segundo to be applied specifically towards targeted economic development advertising in FY2015-2016. (Fiscal Impact: $15,000 appropriation for the Economic Development Advertising and Publishing Account)

RECOMMENDED COUNCIL ACTION:

1. Appropriate grand funding for FY2015-16 in the Economic Development Advertising & Publishing Account; and/or,
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: $15,000 appropriation for the Economic Development Advertising & Publishing Account.

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
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<td>Additional Appropriation:</td>
<td>N/A</td>
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<tr>
<td>Account Number(s):</td>
<td>001-400-2401-6201</td>
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PREPARED BY: Barbara Voss, Economic Development Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

The City of El Segundo continues to diversify its economic base, adding a variety of new creative office commercial developments, while maintaining its well-established aerospace presence. To promote the economic development of the City and continue to attract new businesses to the community, the Economic Development Advisory Council recommended an augmented digital and print media advertising campaign; including: search engine optimization, pre-roll video, banner ads, social media ads, and a full-wrap (front and back cover) print ad in the Los Angeles Business Journal. Continental Development Corporation has generously offered to contribute $15,000 towards this enhanced advertising effort.

Staff request Council to formally authorize the City Manager to appropriate said contribution for FY15-16 in the Economic Development Advertising & Publishing Account.