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, JANUARY 20, 2009 - 5:00 P.M.

5:00 P.M. SESSION CANCELLED – NO ITEMS OF BUSINESS

(REGULAR MEETING TO BE ADJOURNED TO 7:00 P.M.)
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:

None

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(a) –
-0- matter

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -0- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

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

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

SPECIAL MATTERS: - 0- matter
AGENDA
EL SEGUNDO CITY COUNCIL
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JANUARY 20, 2009 - 7:00 P.M.

Next Resolution # 4586
Next Ordinance # 1425

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Justin Beck, Calvary Chapel LAX

PLEDGE OF ALLEGIANCE – Council Member Bill Fisher
PRESENTATIONS

a. Lighting Up The Community Awards

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.

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)

1. Consideration and possible action to open a public hearing regarding the introduction and first reading of an Ordinance amending the El Segundo Municipal Code to allow limited sales of automobiles as an accessory use in the Small Business (SM) and Medium Manufacturing (MM) Zones. (Fiscal Impact: None)
Recommendation – (1) Open Public Hearing; (2) Discussion; (3) Introduction and waive first reading by title only of the proposed Ordinance; (4) Schedule second reading and adoption of Ordinance on February 3, 2009; (5) Alternatively, discuss and take other possible action related to this item

C. UNFINISHED BUSINESS

2. Consideration and possible action regarding amending Resolution 4574 and adopting a new Resolution amending the business license processing fees for nonprofit and exempt businesses on the Fee Study Summary Schedule Exhibit A submitted to City Council December 2, 2008. (Fiscal Impact: -$2,880)
Recommendation – (1) Adopt Resolution amending Resolution 4574 and approval to change business license processing fees to exclude nonprofit and exempt businesses; (2) Alternatively, discuss and take other possible action related to this item.
D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

3. Consideration and possible action regarding the positions on the Committees, Commissions and Boards ("CCBs") that will expire in the year 2009. (Fiscal Impact: None)

Recommendation – (1) Direct staff to open the recruitment process for the positions on the CCBs, as listed; (2) Alternatively, discuss and take other action related to this item

E. CONSENT AGENDA

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

4. Warrant Numbers 2569339 to 2569632 on Register No. 6 in the total amount of $1,365,152.66 and Warrant Numbers 2569633 to 2569835 on Register No. 7 in the total amount of $1,743,790.98 and Wire Transfers from 12/05/2008 through 12/23/2008 in the total amount of $3,171,575.19 and Wire Transfers from 12/24/2008 through 1/08/2009 in the amount of $506,809.12.

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.

6. Consideration and possible action regarding the Award of the Lease of 461 acre feet of ground water rights to the City of Manhattan Beach. (Fiscal Impact: $34,575 Revenue to the Water Fund)

Recommendation – (1) Authorize the Mayor to execute the attached Lease Agreement; (2) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action regarding the award of a Standard Public Works Contract for the replacement of field lighting at Recreation Park for Brett Field and the Softball Field between Grand Avenue and Pine Avenue and east of Eucalyptus Drive – Project No. PW 08-15 (Fiscal Impact: $288,000.00)

Recommendation – (1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Ace Electric, Inc. in the amount of $288,000.00; (2) Alternatively, discuss and take other action related to this item.
8. Consideration and possible action regarding the award of a Standard Public Works Contract to HP Builders, Inc. for the remodeling of the Human Resources Department. (Fiscal Impact: $44,320.00)

Recommendation – (1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with HP Builders, Inc. in the amount of $44,320.00; (2) Appropriate funds in the amount of $44,320.00 from the City Hall improvements; (3) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action regarding acceptance of the project for the slurry sealing of the streets in the area bounded by Mariposa Avenue, Sheldon Street, Imperial Avenue and the west City limit. Project No.: PW 08-09 (Fiscal Impact: $228,293.59)

Recommendation – (1) Accept the work as complete; (2) Authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office; (3) Alternatively, discuss and take other action related to this item.

10. Consideration and possible action regarding the award of a three year contract to Bell Building Maintenance Company for City’s janitorial services effective January 21, 2009, with optional one year contract extensions up to three additional years for a total of six years. (Fiscal Impact $123,804 for the first year plus annual CPI increases up to 5% for years 2-6)

Recommendation – (1) Award a three year contract to Bell Building Maintenance Company; (2) Authorize the City Manager to execute such an agreement; (3) Authorize staff with concurrence of the City Manager to award subsequent optional one year contract extensions up to three additional years for a total of six years, as approved as to form by the City Attorney; (4) Alternately discuss and take other action related to this item.

11. Consideration and possible action to accept a cash donation totaling $10,000 from DirecTV in support of Super CPR (Cardio-Pulmonary Resuscitation) Saturday and a medical cache trailer and supplies. (Fiscal Impact: $10,000)

Recommendation – (1) Accept donation and authorize the City Manager to transfer the monies into the CPR General Fund account ($2,000), and the Suppression supplies account ($8,000); (2) Alternatively, discuss and take other action related to this item.
12. Consideration and possible action regarding approval of a revised Class Specification for the job classification of Human Resources Analyst (formerly Human Resources Specialist) and adoption of a Resolution establishing a basic monthly salary. Fiscal Impact: None.

Recommendation – (1) Adopt the Resolution establishing the basic monthly salary for Human Resources Analyst; (2) Approve the proposed Class Specification; (3) Approve the proposed Examination Plan; (4) Alternatively, discuss and take other action related to this item.

13. Consideration and possible action authorizing the recording of the Notice of Completion and authorizing the City Manager to accept completion of work for 36 homes related to the City’s Residential Sound Insulation Program Group 27 (Project No. RSI 08-09). (Final Contract Amount: $879,370.55)

Recommendation – (1) Authorize the City Clerk to file the City’s Planning and Building Safety Director’s Notices of Completion in the County Recorder’s Office; (2) Authorize the City Manager, or designee, to close out Project No. RSI 08-09; (3) Alternatively discuss and take other action related to this item.

14. Consideration and possible action to approve logo signs of the Aerospace Corporation and Los Angeles Air Force Base on a pedestrian sign located within the public right-of-way in accordance with the El Segundo Municipal Code.

Recommendation – (1) Approve the proposed First Amendment to the existing lease between the City and Aerospace (Agreement No. 3834, executed on October 30, 2008) to allow signs within the public right-of-way; (2) Alternatively discuss and take other action related to this item.

15. Consideration and possible action to award a standard Public Works Contract to the lowest responsible bidder, Fleming Environmental, Inc., to install an Enhanced Vapor Recovery (EVR) system at the fueling station located at the City Facility Maintenance (150 Illinois Street). Project No. PW 08-16 (Fiscal Impact: $65,975.00)

Recommendation – (1) Authorize the City Manager to execute a standard Public Works Contract in a form as approved by the City Attorney with Fleming Environmental, Inc., in the amount of $65,975.00; (2) Alternatively, discuss and take other action related to this item.
16. Consideration and possible action regarding the award of a Standard Public Works Contract to Sign Source, Inc. for the Wayfinding Signage Project, PW 08-17. (Fiscal Impact: $109,950.05)

Recommendation – (1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Sign Source, Inc. in the amount of $109,950.05; (2) Alternatively, discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –

Council Member Fisher –

Council Member Jacobson –

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

MEMORIALS –

CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 1-14-2009
TIME: 3:10 p.m.
NAME: [signature]
The Mayor and Members of the City Council of the City of El Segundo, California

On Behalf of the People of El Segundo Express their Appreciation to the

El Segundo Boys Scouts

for

Judging the Program "Lighting Up the Community in 2008"

Mayor Kelly McDowell
Mayor Pro Tem Eric H. Busch
Council Member Bill Fisher

Council Member Carl Jacobson
Council Member Don Brann
The Mayor and Members of the City Council
of the
City of El Segundo, California

On Behalf of the People of El Segundo
Express their Appreciation
to

The Lardas Family
Nick, Carolyn and Nickole
for
"Lighting Up the Community in 2008"
and giving El Segundo a Traditional and Spectacular
Holiday Show

Mayor Kelly McDowell
Mayor Pro Tem Eric H. Busch
Council Member Bill Fisher
Council Member Carl Jacobson
Council Member Don Brann
AGENDA DESCRIPTION:
Consideration and possible action to open a public hearing regarding the introduction and first reading of an Ordinance amending the El Segundo Municipal Code to allow limited sales of automobiles as an accessory use in the Small Business (SM) and Medium Manufacturing (MM) Zones. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Open Public Hearing;
2. Discussion;
3. Introduction and waive first reading by title only of the proposed Ordinance;
4. Schedule second reading and adoption of Ordinance on February 3, 2009; and/or
5. Alternatively, discuss and take other possible action related to this item

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Ordinance
2. Planning Commission Staff Report dated December 11, 2008, including Resolution No. 2649
3. City Council Staff Report dated September 2, 2008

FISCAL IMPACT: None

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

BACKGROUND AND DISCUSSION:

I. Background

On September 2, 2008, the City Council directed Planning staff to prepare an amendment to the El Segundo Municipal Code ("ESMC") that would permit the sale of a maximum of eight (8) automobiles per month and the display of a maximum of three (3) automobiles at any one time in the Small Business (SB) and Medium Manufacturing (MM) Zones. Planning staff prepared an ESMC amendment in response to Council's direction. The proposed project is a Zone Text Amendment to amend ESMC §15-1-6 by modifying the definition for "Automobile Services."
Additionally, the proposed action would amend ESMC §15-15-3(B)(10) to include parking requirements for accessory automobile sales.

The proposed modification of “Automobile Services” in ESMC §15-1-6 would read as follows:

“AUTOMOBILE SERVICES: Automobile repair and maintenance, which includes body and fender work, engine overhauling and replacement, transmission work, automobile painting, and car washing, and may Automobile services also include as accessory uses: retail sales and services; and storage of tires, car parts and other automobile supplies; limited automobile sales. Automobile sales cannot exceed eight (8) automobiles per month; not more than three (3) automobiles can be displayed at one time.”

The proposed Zone Text Amendment also amends ESMC §15-15-3(B)(10) to include parking requirements for the accessory automobile sales as follows:

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| 10. Automobile Services, automobile repair garages, body shops, and service stations |
| 2 spaces for each service stall plus 2 spaces for office. Additionally, a parking plan must be submitted for automobile service uses that include limited automobile sales. The plan must demonstrate that the area for the display of automobiles for sale will not encroach into required setbacks, parking spaces, driveways, drive aisles, vehicle back up areas, landscaping, and any other required use areas as required by ESMC Title 15. |
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II. Analysis

Automobile sales are generally not a permitted use within the City. The ESMC’s definition of “Automobile Services” does not include automobile sales. Automobile Services are allowed uses with the approval of a Conditional Use Permit (CUP) in the Small Business (SB) and Medium Manufacturing (MM) Zones. All properties located in the SB and MM Zones are located in the Smoky Hollow Specific Plan.

The proposed zone text amendment would allow automobile sales as an accessory use of “Automobile Services.” ESMC § 15-1-6 would be amended to redefine “Automobile Services” to include the incidental monthly sales of a maximum of eight automobiles per month and no more than three automobiles on display at any one time. Since ESMC §§ 15-6C-6(B) and 15-6D-6(B) prohibits “Automobile Services” within 300 feet from any residentially zoned property, accessory automobile sales would be also prohibited from locating within 300 feet of a residentially zoned property.

The proposed ordinance would also amend ESMC §15-15-3(B)(10) regulating parking for automobile services. This amendment would ensure adequate parking for the proposed display of automobiles for sale. Accessory automobile sales would require a parking plan showing adequate area for the display of vehicles without encroaching into required setbacks, parking
spaces, driveways and drive aisles, vehicle back up areas, and required landscaping. The proposed amendment strikes a balance between requiring adequate parking spaces for businesses that are intensifying existing use through automobile sales and recognizing the lack of developable space for parking.

The sale of automobiles requires that the business operator obtain a dealers license through the Department of Motor Vehicles. In addition to complying with the ESMC requirements, the operator would be required to comply with all DMV license requirements.

III. **General Plan and Zoning Consistency**

The proposed Ordinance is consistent with the purpose of the Small Business (SB) Zone to provide small businesses a place to establish and prosper and with the purpose of the Medium Manufacturing (MM) Zone to allow the development of medium-sized light industrial and manufacturing activities and to provide a transitional land use area between the high intensity aircraft/aerospace office uses east of Sepulveda Boulevard and the small single parcel industrial businesses of the westerly portion of the Smoky Hollow area.

The SB and MM Zones are located in the Smoky Hollow Specific Plan. The proposed amendment is consistent with the Goals, Objectives and Policies of the General Plan and the Smoky Hollow Specific Plan which are enumerated in **Section 4: General Plan and Smoky Hollow Specific Plan Findings** of the attached draft Ordinance.

IV. **Environmental Review**

The proposed Zone Text Amendment is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing zoning code of land use regulations and specification of procedures related thereto and does not have the effect of deleting or substantially changing any regulatory standards or findings required. The project, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15061(b)(3) as CEQA only applies to projects that have the potential to cause a significant effect on the environment; 15301 as a minor alteration of existing public or private structures involving negligible expansion of use; and 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density.

V. **Planning Commission**

No comments were received from the public at the December 11, 2008 Planning Commission Meeting with regard to the proposed Zone Text Amendment. The Planning Commission recommended approval of the draft Ordinance.

VI. **Recommendation**

Planning staff recommends that the City Council introduce and waive first reading of the attached draft Ordinance to approve Environmental Assessment No. EA-805 and Zone Text
Amendment No. 08-02. Second reading and adoption of the Ordinance would occur on February 3, 2009.
ORDINANCE NO. ____

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE §§15-1-6 AND 15-15-3(B)(10) REGULATING ACCESSORY AUTOMOBILE SALES AT AUTOMOBILE SERVICE FACILITIES IN THE MEDIUM MANUFACTURING (MM) AND SMALL BUSINESS (SB) ZONES.

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

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

A. On September 2, 2008, the City Council directed staff to prepare an amendment to the El Segundo Municipal Code ("ESMC") allowing incidental sales of no more than three automobiles at any one time and no more than eight automobiles per month by automobile service facilities located within the Medium Manufacturing (MM) and Small Business (SB) Zones;

B. On November 15, 2008, the City filed an application for Environmental Assessment No. EA-805 and Zone Text Amendment ZTA No. 08-02 affecting ESMC §§ 15-1-6 and 15-15-3;

C. The City reviewed the project's environmental impacts under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "State CEQA Guidelines"), and the City's Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

D. After a public hearing on December 11, 2008, the Planning Commission adopted Resolution No. 2649 recommending City Council approval of Environmental Assessment No. EA-805 and Zone Text Amendment No. 08-02;

E. Based upon the evidence collected during the public hearings before the Planning Commission and City Council, it is in the public interest to adopt this Ordinance to amend the ESMC;

F. This Ordinance and its findings are made based upon the testimony and evidence presented to the City Council at its January 20, 2009 hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.
SECTION 2: The definition of "Automobile Services" in ESMC § 15-1-6 is amended to read as follows:

"AUTOMOBILE SERVICES: Automobile repair and maintenance, which includes body and fender work, engine overhauling and replacement, transmission work, automobile painting, and car washing, and may Automobile services also include as accessory uses: retail sales and services; and storage of tires, car parts and other automobile supplies; limited automobile sales. Automobile sales cannot exceed eight (8) automobiles per month; not more than three (3) automobiles can be displayed at one time."

SECTION 3: ESMC § 15-15-3(B)(10) is amended to read as follows:

| "10. Automobile services, automobile repair garages, body shops, and service stations | 2 spaces for each service stall plus 2 spaces for office. Additionally, a parking plan must be submitted for automobile service uses that include limited automobile sales. The plan must demonstrate that the area for the display of automobiles for sale will not encroach into required setbacks, parking spaces, driveways, drive aisles, vehicle back up areas, landscaping, and any other required use areas as required by this Code." |

SECTION 4: General Plan Findings and Smoky Hollow Specific Plan Findings. As required under Government Code § 65454 the ESMC amendments proposed by this Ordinance are consistent with the City's General Plan as follows:

A. "Automobile Sales" is proposed as an accessory use to automobile services in the Small Business (SB) and Medium Manufacturing (MM) Zones within the Smoky Hollow Specific Plan. The General Plan land use designation for the Small Business (SB) and Medium Manufacturing (MM) Zones is Smoky Hollow Mixed Use. "Automobile Sales" as an accessory use to automobile services is consistent with the intent of the General Plan land use designation as accessory to an existing commercial use and compatible with the surrounding light industrial, manufacturing, research and development, and office uses.
B. The proposed project to allow accessory "automobile sales" and add a corresponding parking requirement for accessory "automobile sales" conforms with the General Plan goals, objectives and policies related to the Economic Development, Land Use and Circulation Elements. The project is consistent with the Land Use Element Goals, Objectives and Policies. Specifically, the use is consistent with the intent of the Land Use Element Goal LU4 in that the development of the new use will foster a stable tax base for the City.

C. The proposed project to amend the definition of "Automobile Services" to include an accessory use of "automobile sales" and add a parking requirement for accessory "automobile sales" is consistent with Economic Development Goals ED-1 and ED-2; Objectives ED1-1 and ED1-2; Policies ED1-1.1, ED1-2.1, and ED1-2.2 in that the development benefits a diverse array of stakeholders, expands the retail and commercial base, and maintain and promote land uses that improve the City's tax base.

D. The proposed project is consistent with the Circulation Element Objective C3-2, Policy C3-2.1 and Policy C3-2.2 in that the parking requirement supports the intensity of the proposed use ensuring that sufficient on parking is provided.

E. The proposed project conforms with several Smoky Hollow Specific Plan goals, objectives and policies related to Pattern of Uses, Condition of Existing Development, Compatibility of Land Uses, New Use and Intensification, Site Development Standards, and Parking and Loading. Specifically, the use is consistent with the Pattern of Use Objective 1.1, 1.2, 1.3, and 1.4 in that the proposed project preserves existing quality uses, expands existing quality uses, responds to market opportunities, and promotes small industrial businesses west of Lomita Street. The proposed amendment conforms specifically to Policy 4 in that the proposal expands and redevelops authorized use that meets prescribed development guidelines.

F. The proposed project is consistent with Objectives 2.1, 2.2, and 2.3 of Condition of Existing Development in that the project maintains existing quality of development and adopts a reasonable standard of development for new developments. The proposed project is consistent with Policies 1, 3 and 4 in that the project allows maximum site development through liberal site development standards by allowing accessory automobile sales and establishing parking standards that are appropriate to the parcel sizes in the area.

G. The proposed project is consistent with Objectives 4.1, 4.2, and 4.3 of Compatibility of Land Uses in that the project introduces a complementary
land use and establish parking standards to accommodate the proposed use. The proposed project implements Policy 2 which requires that the proposed use is compatible with the existing design of surrounding uses and requires ministerial site plan review in addition to the discretionary review of the Conditional Use Permit (CUP) for the main automobile service use.

H. The proposed project is consistent with Objectives 5.1, 5.2, 5.3 and 5.4 of New Uses and Use Intensification in that the project introduces an accessory land use compatible the industrial nature of the area, increases the likelihood of business retention and does not significantly increase usage of public facilities. The proposed project is consistent with Policies 1 and 2 because accessory automobile sales extends the capabilities of existing automobile services in the area and approval of accessory automobile sales requires an existing Conditional Use Permit (CUP) and site plan review.

I. The proposed project is consistent with Objectives 7.1, 7.2, 7.3 and 7.4 of Site Development Standards in that the project promotes an economically efficient land-use on already existing spaces through the addition of accessory automobile sales and promotes efficient use of existing space by restricting the number of cars on display and sold. The project is consistent with Policies 1 and 3 because the additional parking requirements are suited for the smaller parcels of the area and consequently, does not impose a burden on larger parcels usually located in the Medium Manufacturing (MM) Zone.

J. The proposed project is consistent with Objectives 9.2 and 9.3 of Parking & Loading in that the project's additional parking area requirements for the proposed intensification of the primary use serves to provide adequate parking at all times for employees and visitors. The proposed accessory automobiles sales use does not exacerbate any parking problems in the area. The project is consistent with Policy 2 in that the proposed parking requirements and accessory use are tailored to the much smaller parcels in the area allowing larger parcels area to provide excess parking spaces.

SECTION 5: Zone Text Amendment Findings. Based on the factual findings of this Ordinance, the proposed Zone Text Amendment is necessary to carry out the proposed project and to establish development standards for the accessory use of "automobile sales."

A. The project is consistent with the City's procedures and standards;

B. "Automobile sales" as an accessory use is consistent with the purpose of the Small Business (SB) Zone to provide small business a place to establish and prosper;
C. "Automobile sales" as an allowed accessory use is consistent with the intent of the Medium Manufacturing (MM) Zone to allow the maintenance of existing commercial businesses and the development of medium-sized light industrial and manufacturing activities and to provide a transitional land use area between the high intensity aircraft/aerospace office uses east of Sepulveda Boulevard and the small single parcel industrial businesses of the westerly portion of the Smoky Hollow area; and

D. The proposed off-street parking requirement of three additional parking spaces for the display of automobiles for sale at automobile services facilities with accessory automobile sales is consistent with the purpose of ESMC Chapter 15-15 regarding Off-Street Parking and Loading Space requirements in that the requirement will provide parking for the vehicles on display to be sold to mitigate impacts of on-street parking in the City.

SECTION 6: Environmental Assessment. The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing code of land use regulations and specification of procedures related thereto and does not have the effect of deleting or substantially changing any required regulatory standards or findings. The project, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15061(b)(3) as CEQA only applies to projects that have the potential to cause a significant effect on the environment; 15301 as a minor alteration of existing public or private structures involving negligible expansion of use; and 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density.

SECTION 7: Repeal or amendment of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original
ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ______________, 2009.

________________________________________
Kelly McDowell, Mayor

ATTEST:

________________________________________
Cindy Mortesen, City Clerk

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

________________________________________
Karl H. Berger, Assistant City Attorney
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: December 11, 2008

SUBJECT: Environmental Assessment No. EA-805 and Zone Text Amendment No. 08-02

APPLICANT: City of El Segundo

PROPERTY OWNER: Various

REQUEST: Amend the El Segundo Municipal Code ("ESMC") §15-1-6 to modify the definition for "Automobile Services" to allow automobile sales as an accessory use and to modify ESMC §15-15-3(B)(10) to include parking requirements for accessory automobile sales.

PROPERTY INVOLVED: Properties In the Small Business (SB) and Medium Manufacturing (MM) Zones.

I. Introduction

The proposed project is a Zone Text Amendment to amend El Segundo Municipal Code (ESMC) §15-1-6 to modify the definition for "Automobile Services" and to amend ESMC §15-15-3(B)(10) to include parking requirements for accessory automobile sales.

On September 2, 2008, the City Council directed Planning staff to prepare an ESMC amendment that would permit the sale of a maximum of eight (8) automobiles per month and the display of a maximum of three (3) automobiles at any one time in the Small Business (SB) and Medium Manufacturing (MM) Zones.

II. Recommendation

Planning staff recommends that the Planning Commission review the facts as contained within this report and submitted during the public hearing, and then adopt Resolution No. 2649 recommending that the City Council approve Environmental Assessment No. EA-805 and Zone Text Amendment No. ZTA 08-02.
III. Project Description

The project is a Zone Text Amendment that includes amending ESMC §15-1-6 to modify the definition for "Automobile Services" and amending ESMC §15-15-3(B)(10) to include parking requirements for accessory automobile sales.

The proposed modified definition of "Automobile Services" in ESMC §15-1-6 is as follows:

"AUTOMOBILE SERVICES: Automobile repair and maintenance, which includes body and fender work, engine overhauling and replacement, transmission work, automobile painting, and car washing, and may Automobile services also include as accessory uses: retail sales and services, and storage of tires, car parts and other automobile supplies. Limited automobile sales. Automobile sales cannot exceed eight (8) automobiles per month; not more than three (3) automobiles can be displayed at one time."

The proposed Zone Text Amendment also amends ESMC §15-15-3(B)(10) to include parking requirements for the accessory automobile sales as follows:

| "10. Automobile services, automobile repair garages, body shops, and service stations | 2 spaces for each service stall plus 2 spaces for office. Additionally, a parking plan must be submitted for automobile service uses that include limited automobile sales. The plan must demonstrate that the area for the display of automobiles for sale will not encroach into required setbacks, parking spaces, driveways, drive aisles, vehicle back up areas, landscaping, and any other required use areas as required by ESMC Title 15. |

IV. Analysis and Background

Currently, automobile sales are not a permitted use in the City of El Segundo except for the limited sales of automobiles in the C-4 Zone through the development standards specified in the Plaza El Segundo project development agreement. The El Segundo Municipal Code has a definition for "Automobile services" which currently does not include automobile sales. Automobile services is defined as "Automobile repair
and maintenance, which includes body and fender work, engine overhauling and replacement, transmission work, automobile painting, and car washing, and may also include as accessory uses: retail sales and services, and storage of tires, car parts and other automobile supplies (see attached Exhibit C – an excerpt of ESMC § 15-1-6). Automobile Services are allowed uses with the approval of a Conditional Use Permit (CUP) in the Small Business (SB) and Medium Manufacturing (MM) Zones. All properties located in the SB and MM Zones are located in the Smoky Hollow Specific Plan.

The zone text amendment will provide for the operation of accessory automobile sales as an accessory use included within the range of services provided in the definition of “Automobile Services.” ESMC § 15-1-6 will be amended to redefine “Automobile Services” to include the incidental monthly sales of a maximum of eight automobiles per month and no more than three automobiles on display at any one time. Automobile Services are limited to the Small Business (SB) Zone and the Medium Manufacturing (MM) Zone and therefore automobile sales would still not be permitted elsewhere in the City, excepting the C-4 Zone. Furthermore, since ESMC §§ 15-6(C)-6(B) and 15-6(D)-6(B) prohibits “Automobile Services” within 300 feet from any residentially zoned property, accessory automobile sales would be also prohibited from locating within 300 feet of a residentially zoned property.

Planning staff proposes amending ESMC §15-15-3(B)(10) relating to parking for automobile services to ensure adequate parking for the proposed display of automobiles for sale. Accessory automobile sales would have to provide a parking plan that demonstrates adequate area for the display of vehicles without encroaching into required setbacks, parking spaces, driveways and drive aisles, vehicle back up areas, and required landscaping. Since the automobile sales are permitted only as an accessory use, staff finds that the proposed amendment is adequate for this purpose. The proposed amendment strikes a balance between requiring adequate parking spaces for businesses that are intensifying existing use through automobile sales and recognizing the lack of developable space for parking.

The sale of automobiles requires that the business operator obtain a dealers license through the California Department of Motor Vehicles. In addition to complying with the ESMC requirements, the operator would be required to comply with all DMV license requirements.

V. General Plan and Zoning Consistency

The proposed Zoning Text Amendment complies with ESMC Chapter 15-26 regulating the amendment process. The proposed amendment is consistent with the purpose of the Small Business (SB) Zone to provide small businesses a place to establish and prosper and with the purpose of
the Medium Manufacturing (MM) Zone to allow the development of medium-sized light industrial and manufacturing activities and to provide a transitional land use area between the high intensity aircraft/aerospace office uses east of Sepulveda Boulevard and the small single parcel industrial businesses of the westerly portion of the Smoky Hollow area.

The SB and MM zones are located in the Smoky Hollow Specific Plan. The proposed amendment is consistent with numerous Goals, Objectives and Policies of the General Plan and the Smoky Hollow Specific Plan which are enumerated in Section 2: General Plan and Smoky Hollow Specific Plan Findings of the attached draft Planning Commission Resolution.

VI. Environmental Review

The proposed Zone Text Amendment is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing zoning code of land use regulations and specification of procedures related thereto and does not have the effect of deleting or substantially changing any regulatory standards or findings required. The project, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15061(b)(3) as CEQA only applies to projects that have the potential to cause a significant effect on the environment; 15301 as a minor alteration of existing public or private structures involving negligible expansion of use; and 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density.

VII. Conclusion

Staff recommends that the Planning Commission adopt Resolution No. 2649 approving Environmental Assessment EA-805 and Zone Text Amendment No. ZTA 08-02, which recommends that the City Council adopt the proposed ordinance that modifies the definition for “Automobile Services” in ESMC §15-1-6 and amends ESMC §15-15-3(B)(10) to add a parking requirement for accessory automobiles sales.

VIII. Attachments

A. Draft Planning Commission Resolution Including Draft Ordinance
B. City Council Staff Report dated Sep. 2, 2008
C. Excerpt of ESMC § 15-1-6
D. ESMC § 15-15-3
Prepared by: Bryan Fernandez, Assistant Planner

Kimberly Christensen, AICP, Planning Manager
Planning and Building Safety Department

Greg Carpenter, Director
Planning and Building Safety Department
RESOLUTION NO. 2649

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE ENVIRONMENTAL ASSESSMENT NO. EA-805 AND ZONE TEXT AMENDMENT NO. 08-02 TO ALLOW ACCESSORY AUTOMOBILE SALES AT AUTOMOBILE SERVICE FACILITIES IN THE MEDIUM MANUFACTURING (MM) AND SMALL BUSINESS (SB) ZONES.

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On September 2, 2008, the City Council directed staff to prepare an amendment to the El Segundo Municipal Code ("ESMC") allowing incidental sales of no more than three automobiles at any one time and no more than eight automobiles per month by automobile service facilities located within the Medium Manufacturing (MM) and Small Business (SB) Zones;

B. On November 15, 2008, City staff initiated an application for Environmental Assessment No. EA-805 and Zone Text Amendment ZTA No. 08-02 affecting ESMC §§ 15-1-6 and 15-15-3. A draft Ordinance implementing the zone text amendments is attached as Exhibit "A," and incorporated by reference;

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

D. The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA Guidelines"), and the City's Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

E. The Planning and Building Safety Department completed its review and scheduled the public hearing regarding the applications including, without limitation, information provided to the Commission by City staff;

F. On December 11, 2008, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Planning Commission by City Staff and public testimony;
G. The Commission considered the information provided by City staff and public testimony; and

H. This Resolution and its findings are made based upon the evidence presented to the Commission at its December 11, 2008 hearing including without limitation, the staff report submitted by the Planning and Building Safety Department, and the evidence received on December 11, 2008.

SECTION 2: Environmental Assessment. The Planning Commission determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing zoning code of land use regulations and specification of procedures related thereto and does not have the effect of deleting or substantially changing any regulatory standards or findings required. The project, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15061(b)(3) as CEQA only applies to projects that have the potential to cause a significant effect on the environment; 15301 as a minor alteration of existing public or private structures involving negligible expansion of use; and 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density.

SECTION 3: General Plan Findings and Smoky Hollow Specific Plan Findings. As required under Government Code § 65454 the ESMC amendments proposed by this Ordinance are consistent with the City's General Plan as follows:

A. "Automobile Sales" is proposed as an accessory use to automobile services in the Small Business (SB) and Medium Manufacturing (MM) Zones within the Smoky Hollow Specific Plan. The General Plan land use designation for the Small Business (SB) and Medium Manufacturing (MM) Zones is Smoky Hollow Mixed Use. "Automobile Sales" as an accessory use to automobile services is consistent with the intent of the General Plan land use designation as accessory to an existing commercial use and compatible with the surrounding light industrial, manufacturing, research and development, and office uses.

B. The proposed project to allow accessory "automobile sales" and add a corresponding parking requirement for accessory "automobile sales" conforms with the General Plan goals, objectives and policies related to the Economic Development, Land Use and Circulation Elements. The project is consistent with the Land Use Element Goals, Objectives and Policies. Specifically, the use is consistent with the intent of the Land Use Element Goal LU4 in that the development of the new use will foster a stable tax base for the City.
C. The proposed project to amend the definition of “Automobile Services” to include an accessory use of “automobile sales” and add a parking requirement for accessory “automobile sales” is consistent with Economic Development Goals ED-1 and ED-2; Objectives ED1-1 and ED1-2; Policies ED1-1.1, ED1-2.1, and ED1-2.2 in that the development benefits a diverse array of stakeholders, expands the retail and commercial base, and maintain and promote land uses that improve the City’s tax base.

D. The proposed project is consistent with the Circulation Element Objective C3-2, Policy C3-2.1 and Policy C3-2.2 in that the parking requirement supports the intensity of the proposed use ensuring that sufficient on parking is provided.

E. The proposed project conforms with several Smoky Hollow Specific Plan goals, objectives and policies related to Pattern of Uses, Condition of Existing Development, Compatibility of Land Uses, New Use and Intensification, Site Development Standards, and Parking and Loading. Specifically, the use is consistent with the Pattern of Use Objective 1.1, 1.2, 1.3, and 1.4 in that the proposed project preserves existing quality uses, expands existing quality uses, responds to market opportunities, and promotes small industrial businesses west of Lomita Street. The proposed amendment conforms specifically to Policy 4 in that the proposal expands and redevelops authorized use that meets prescribed development guidelines.

F. The proposed project is consistent with Objectives 2.1, 2.2, and 2.3 of Condition of Existing Development in that the project maintains existing quality of development and adopts a reasonable standard of development for new developments. The proposed project is consistent with Policies 1, 3 and 4 in that the project allows maximum site development through liberal site development standards by allowing accessory automobile sales and establishing parking standards that are appropriate to the parcel sizes in the area.

G. The proposed project is consistent with Objectives 4.1, 4.2, and 4.3 of Compatibility of Land Uses in that the project introduces a complementary land use and establish parking standards to accommodate the proposed use. The proposed project implements Policy 2 which requires that the proposed use is compatible with the existing design of surrounding uses and requires ministerial site plan review in addition to the discretionary review of the Conditional Use Permit (CUP) for the main automobile service use.

H. The proposed amendment is consistent with Objectives 5.1, 5.2, 5.3 and 5.4 of New Uses and Use Intensification in that the project introduces an accessory land use compatible the industrial nature of the area, increases the
likelihood of business retention and does not significantly increase usage of public facilities. The proposed project is consistent with Policies 1 and 2 because accessory automobile sales extends the capabilities of existing automobile services in the area and approval of accessory automobile sales requires an existing Conditional Use Permit (CUP) and site plan review.

I. The proposed project is consistent with Objectives 7.1, 7.2, 7.3 and 7.4 of Site Development Standards in that the project promotes an economically efficient land-use on already existing spaces through the addition of accessory automobile sales and promotes efficient use of existing space by restricting the number of cars on display and sold. The amendment is consistent with Policies 1 and 3 because the additional parking requirements are suited for the smaller parcels of the area and consequently, does not impose a burden on larger parcels usually located in the Medium Manufacturing (MM) Zone.

J. The proposed project is consistent with Objectives 9.2 and 9.3 of Parking & Loading in that the project’s additional parking requirements for the proposed intensification of the primary use serves to provide adequate parking at all times for employees and visitors. The proposed accessory automobiles sales use does not exacerbate any parking problems in the area. The project is consistent with Policy 2 in that the proposed parking requirements and accessory use are tailored to the much smaller parcels in the area allowing larger parcels area to provide excess parking spaces.

SECTION 4: Zone Text Amendment Findings. Based on the factual findings of this Resolution, the proposed Zone Text Amendment is necessary to carry out the proposed project and to establish development standards for the accessory use of "automobile sales."

A. The project is consistent with the City’s procedures and standards;

B. "Automobile sales" as an accessory use is consistent with the purpose of the Small Business (SB) Zone to provide small business a place to establish and prosper;

C. "Automobile sales" as an allowed accessory use is consistent with the intent of the Medium Manufacturing (MM) Zone to allow the maintenance of existing commercial businesses and the development of medium-sized light industrial and manufacturing activities and to provide a transitional land use area between the high intensity aircraft/aerospace office uses east of Sepulveda Boulevard and the small single parcel industrial businesses of the westerly portion of the Smoky Hollow area; and
D. The proposed off-street parking requirement of three additional parking spaces for the display of automobiles for sale at automobile services facilities with accessory automobile sales is consistent with the purpose of ESMC Chapter 15-15 regarding Off-Street Parking and Loading Space requirements in that the requirement will provide parking for the vehicles on display to be sold to mitigate impacts of on-street parking in the City.

SECTION 5: Recommendations.

A. The City Council should approve Environmental Assessment No. EA-805 and Zone Text Amendment No. 08-02.

B. The City Council should adopt the attached Ordinance and incorporated into this Resolution by reference, implementing the zone text amendments.

SECTION 6: Reliance on Record. Each and every one of the findings and determination in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8: The Commission Secretary is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 9: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.
SECTION 10: Except as provided in Section 9, this Resolution is the Planning Commission’s final decision and will become effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of December, 2008.

______________________________
Marie Fellhauer, Chairperson

ATTEST:

______________________________
Greg Carpenter, Secretary

Fellhauer  -  Wagner  -  Baldino  -  Fuentes  -  Rotolo  -

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

By: ______________________________
Karl H. Berger, Assistant City Attorney
ORDINANCE NO. ________________

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE §§15-1-6 AND 15-15-3(B)(10) REGULATING ACCESSORY AUTOMOBILE SALES AT AUTOMOBILE SERVICE FACILITIES IN THE MEDIUM MANUFACTURING (MM) AND SMALL BUSINESS (SB) ZONES.

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

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

A. On September 2, 2008, the City Council directed staff to prepare an amendment to the El Segundo Municipal Code ("ESMC") allowing incidental sales of no more than three automobiles at any one time and no more than eight automobiles per month by automobile service facilities located within the Medium Manufacturing (MM) and Small Business (SB) Zones;

B. On November 15, 2008, the City filed an application for Environmental Assessment No. EA-805 and Zone Text Amendment ZTA No. 08-02 affecting ESMC §§ 15-1-6 and 15-15-3;

C. The City reviewed the project’s environmental impacts under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "State CEQA Guidelines"), and the City's Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

D. After a public hearing on December 11, 2008, the Planning Commission adopted Resolution No. 2649 recommending City Council approval of Environmental Assessment No. EA-805 and Zone Text Amendment No. 08-02;

E. Based upon the evidence collected during the public hearings before the Planning Commission and City Council, it is in the public interest to adopt this Ordinance to amend the ESMC;

F. This Ordinance and its findings are made based upon the testimony and evidence presented to the City Council at its January 20, 2009 hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.
SECTION 2: The definition of "Automobile Services" in ESMC § 15-1-6 is amended to read as follows:

"AUTOMOBILE SERVICES: Automobile repair and maintenance, which includes body and fender work, engine overhauling and replacement, transmission work, automobile painting, and car washing. And may Automobile services also include as accessory uses: retail sales and services; and storage of tires, car parts and other automobile supplies; limited automobile sales. Automobile sales cannot exceed eight (8) automobiles per month; not more than three (3) automobiles can be displayed at one time."

SECTION 3: ESMC § 15-15-3(B)(10) is amended to read as follows:

| "10. Automobile services, automobile repair garages, body shops, and service stations | 2 spaces for each service stall plus 2 spaces for office. Additionally, a parking plan must be submitted for automobile service uses that include limited automobile sales. The plan must demonstrate that the area for the display of automobiles for sale will not encroach into required setbacks, parking spaces, driveways, drive aisles, vehicle back up areas, landscaping, and any other required use areas as required by this Code." |

SECTION 4: General Plan Findings and Smoky Hollow Specific Plan Findings. As required under Government Code § 65454 the ESMC amendments proposed by this Ordinance are consistent with the City's General Plan as follows:

A. "Automobile Sales" is proposed as an accessory use to automobile services in the Small Business (SB) and Medium Manufacturing (MM) Zones within the Smoky Hollow Specific Plan. The General Plan land use designation for the Small Business (SB) and Medium Manufacturing (MM) Zones is Smoky Hollow Mixed Use. "Automobile Sales" as an accessory use to automobile services is consistent with the intent of the General Plan land use designation as accessory to an existing commercial use and compatible with the surrounding light industrial, manufacturing, research and development, and office uses.
B. The proposed project to allow accessory "automobile sales" and add a corresponding parking requirement for accessory "automobile sales" conforms with the General Plan goals, objectives and policies related to the Economic Development, Land Use and Circulation Elements. The project is consistent with the Land Use Element Goals, Objectives and Policies. Specifically, the use is consistent with the intent of the Land Use Element Goal LU4 in that the development of the new use will foster a stable tax base for the City.

C. The proposed project to amend the definition of "Automobile Services" to include an accessory use of "automobile sales" and add a parking requirement for accessory "automobile sales" is consistent with Economic Development Goals ED-1 and ED-2; Objectives ED1-1 and ED1-2; Policies ED1-1.1, ED1-2.1, and ED1-2.2 in that the development benefits a diverse array of stakeholders, expands the retail and commercial base, and maintain and promote land uses that improve the City's tax base.

D. The proposed project is consistent with the Circulation Element Objective C3-2, Policy C3-2.1 and Policy C3-2.2 in that the parking requirement supports the intensity of the proposed use ensuring that sufficient on parking is provided.

E. The proposed project conforms with several Smoky Hollow Specific Plan goals, objectives and policies related to Pattern of Uses, Condition of Existing Development, Compatibility of Land Uses, New Use and Intensification, Site Development Standards, and Parking and Loading. Specifically, the use is consistent with the Pattern of Use Objective 1.1, 1.2, 1.3, and 1.4 in that the proposed project preserves existing quality uses, expands existing quality uses, responds to market opportunities, and promotes small industrial businesses west of Lomita Street. The proposed amendment conforms specifically to Policy 4 in that the proposal expands and redevelops authorized use that meets prescribed development guidelines.

F. The proposed project is consistent with Objectives 2.1, 2.2, and 2.3 of Condition of Existing Development in that the project maintains existing quality of development and adopts a reasonable standard of development for new developments. The proposed project is consistent with Policies 1, 3 and 4 in that the project allows maximum site development through liberal site development standards by allowing accessory automobile sales and establishing parking standards that are appropriate to the parcel sizes in the area.

G. The proposed project is consistent with Objectives 4.1, 4.2, and 4.3 of Compatibility of Land Uses in that the project introduces a complementary
land use and establish parking standards to accommodate the proposed use. The proposed project implements Policy 2 which requires that the proposed use is compatible with the existing design of surrounding uses and requires ministerial site plan review in addition to the discretionary review of the Conditional Use Permit (CUP) for the main automobile service use.

H. The proposed project is consistent with Objectives 5.1, 5.2, 5.3 and 5.4 of New Uses and Use Intensification in that the project introduces an accessory use compatible the industrial nature of the area, increases the likelihood of business retention and does not significantly increase usage of public facilities. The proposed project is consistent with Policies 1 and 2 because accessory automobile sales extends the capabilities of existing automobile services in the area and approval of accessory automobile sales requires an existing Conditional Use Permit (CUP) and site plan review.

I. The proposed project is consistent with Objectives 7.1, 7.2, 7.3 and 7.4 of Site Development Standards in that the project promotes an economically efficient land-use on already existing spaces through the addition of accessory automobile sales and promotes efficient use of existing space by restricting the number of cars on display and sold. The project is consistent with Policies 1 and 3 because the additional parking requirements are suited for the smaller parcels of the area and consequently, does not impose a burden on larger parcels usually located in the Medium Manufacturing (MM) Zone.

J. The proposed project is consistent with Objectives 9.2 and 9.3 of Parking & Loading in that the project’s additional parking area requirements for the proposed intensification of the primary use serves to provide adequate parking at all times for employees and visitors. The proposed accessory automobiles sales use does not exacerbate any parking problems in the area. The project is consistent with Policy 2 in that the proposed parking requirements and accessory use are tailored to the much smaller parcels in the area allowing larger parcels area to provide excess parking spaces.

SECTION 5: Zone Text Amendment Findings. Based on the factual findings of this Ordinance, the proposed Zone Text Amendment is necessary to carry out the proposed project and to establish development standards for the accessory use of "automobile sales."

A. The project is consistent with the City's procedures and standards;

B. "Automobile sales" as an accessory use is consistent with the purpose of the Small Business (SB) Zone to provide small business a place to establish and prosper;
C. "Automobile sales" as an allowed accessory use is consistent with the intent of the Medium Manufacturing (MM) Zone to allow the maintenance of existing commercial businesses and the development of medium-sized light industrial and manufacturing activities and to provide a transitional land use area between the high intensity aircraft/aerospace office uses east of Sepulveda Boulevard and the small single parcel industrial businesses of the westerly portion of the Smoky Hollow area; and

D. The proposed off-street parking requirement of three additional parking spaces for the display of automobiles for sale at automobile services facilities with accessory automobile sales is consistent with the purpose of ESMC Chapter 15-15 regarding Off-Street Parking and Loading Space requirements in that the requirement will provide parking for the vehicles on display to be sold to mitigate impacts of on-street parking in the City.

SECTION 6: Environmental Assessment. The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing zoning code of land use regulations and specification of procedures related thereto and does not have the effect of deleting or substantially changing any regulatory standards or findings required. The project, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15061(b)(3) as CEQA only applies to projects that have the potential to cause a significant effect on the environment; 15301 as a minor alteration of existing public or private structures involving negligible expansion of use; and 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density.

SECTION 7: Repeal or amendment of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original
ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ____________, 2009.

______________________________
Kelly McDowell, Mayor

ATTEST:

______________________________
Cindy Mortesen, City Clerk

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

______________________________
Karl H. Berger, Assistant City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT
AGENDA DESCRIPTION: Consideration of possible action to direct staff to prepare for City Council review an amendment to El Segundo Municipal Code zoning regulations to permit the sale of automobiles as an accessory use permissible in the Medium Manufacturing (MM) and Small Business (SB) zones. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION: (1) Direct City staff to prepare an amendment to the El Segundo Municipal Code that would provide for the incidental monthly sale of no more than three at any one time and no more than eight automobiles per month by auto repair and maintenance facilities located within the Medium Manufacturing (MM) and Small Business (SB) zones; (2) Alternatively; discuss and take other action related to this item.

BACKGROUND & DISCUSSION:
The El Segundo Municipal Code permits Automobile Services in the Medium Manufacturing (MM) and Small Business (SB) zones, subject to a Conditional Use Permit if a three hundred foot minimum distance is provided from any residentially zoned property. Additionally, the Municipal Code defines Automobile Services as including accessory uses that allow for retail sales and services, and storage of tires, car parts and other automobile supplies.

It is recommended that the City Council give City staff direction to prepare a zoning regulation amendment that would permit the incidental monthly sale of no more than three at any one time and no more than eight automobiles per month in those zones where Automobile Services are currently an allowed use.

ATTACHED SUPPORTING DOCUMENTS:
Municipal Code Sections 15-6C-5 (Conditional Uses) and Section 15-6C-6 (Prohibited Uses) – Small Business District; Section 15-6D-5 (Conditional Uses) and Section 15-6D-6 (Prohibited Uses) – Medium Manufacturing District; and Section 15-1-6 (Definitions) Automobile Service Uses

FISCAL IMPACT: NONE

Operating Budget:
Amount Requested:
Account Number:
Project Phase:
Appropriation Required: Yes X No

ORIGINATED BY:

DATE:

REVIEWED BY:

DATE:

Eric Busch, Mayor Pro Tem
Jack Wayt, City Manager

EXHIBIT B
15-6C-5: USES SUBJECT TO CONDITIONAL USE PERMIT:

The following uses shall be allowed subject to obtaining a conditional use permit, as provided by chapter 23 of this title:

A. Automobile service uses, if a three hundred foot (300') minimum distance from any residentially zoned property is provided. This distance criteria does not apply to properties east of Sepulveda Boulevard.

B. Freight forwarding.

C. Outdoor dining, exempting cafes, outdoor dining at restaurants and drive-through restaurants where outdoor dining comprises twenty percent (20%) or less of the total dining area of the restaurant or drive-through restaurant, but not exceeding two hundred (200) square feet of floor area.

D. Service stations, if a five hundred foot (500') minimum distance from any residentially zoned property is provided. This distance criteria does not apply to properties east of Sepulveda Boulevard.

E. Other similar uses approved by the director of community, economic and development services, as provided by chapter 22 of this title. (Ord. 1308, 9-21-1999; amd. Ord. 1315, 1-18-2000; Ord. 1395, 5-16-2006)
15-6C-6: PROHIBITED USES:

A. Automobile dismantling businesses.

B. Automobile service uses located within three hundred feet (300') of any residentially zoned property. This distance criteria does not apply to properties east of Sepulveda Boulevard.

C. Drive-through restaurants located west of Sepulveda Boulevard. (Ord. 1308, 9-21-1999)
15-6D-5: USES SUBJECT TO CONDITIONAL USE PERMIT:

The following uses shall be allowed subject to obtaining a conditional use permit, as provided by chapter 23 of this title:

A. Automobile service uses, if a three hundred foot (300') minimum distance from any residentially zoned property is provided. This distance criteria does not apply to properties east of Sepulveda Boulevard.

B. Freight forwarding.

C. Outdoor dining, exempting cafes, outdoor dining at restaurants and drive-through restaurants where outdoor dining comprises twenty percent (20%) or less of the total dining area of the restaurant or drive-through restaurant, but not exceeding two hundred (200) square feet of floor area.

D. Service stations, if a five hundred foot (500') minimum distance from any residential zoned property is provided. This distance criteria does not apply to properties east of Sepulveda Boulevard.

E. Other similar uses approved by the director of community, economic and development services, as provided by chapter 22 of this title. (Ord. 1308, 9-21-1999; amd. Ord. 1315, 1-18-2000; Ord. 1395, 5-16-2006)
15-6D-6: PROHIBITED USES:

A. Automobile-dismantling businesses.

B. Automobile service uses located within three hundred feet (300') of any residentially zoned property. This distance criteria does not apply to properties east of Sepulveda Boulevard.

C. Drive-through restaurants located west of Sepulveda Boulevard. (Ord. 1308, 9-21-1999)
15-1-6: DEFINITIONS:

The following words and phrases, when used in this Title, shall have the meanings respectively ascribed to them in this Chapter:

AUTOMOBILE DISMANTLING: The dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled or wrecked vehicles or their parts.

AUTOMOBILE SERVICES: Automobile repair and maintenance, which includes body and fender work, engine overhauling and replacement, transmission work, automobile painting, and car washing, and may also include as accessory uses: retail sales and services, and storage of tires, car parts and other automobile supplies.
APARTMENT: A residential building designed or used for three (3) or more dwelling units.

APPEALABLE AREA: The entire coastal zone in El Segundo as established on a map adopted as part of the El Segundo local coastal program.

APPLICABLE DEVELOPMENT: Any development project that is determined to meet or exceed the project size threshold criteria contained in section 15-16-3 of this title.

ARBOR: A shelter of shrubs and branches or of latticework intertwined with plant material usually comprised of climbing vines and flowers.

ARCHITECTURAL BUILDING FEATURE: A balcony, column, door, eaves, roof, soffit, window or window trim, shutters or other similar three-dimensional permanent exterior element of a building or structure that may not create interior floor area, that provides relief from large flat wall planes, breaks up building wall mass, and lends to the overall form, context and appearance of the building or structure.

ARCHITECTURAL LANDSCAPE FEATURES: Small landscape structures, such as fountains, arbors, trellises, pergolas, colonnades, statuary, and other similar features; as well as works of art which also do not contain floor area; or a roof or side walls consisting of greater than twenty percent (20%) component solid portions. These features shall not be considered "structures", as defined in this section, for setback purposes.

ATTIC: The area located between the ceiling joists of the top floor or story and the roof of a building. An attic may not be used as habitable space.

AUTOMOBILE DISMANTLING: The dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled or wrecked vehicles or their parts.

AUTOMOBILE SERVICES: Automobile repair and maintenance, which includes body and fender work, engine overhauling and replacement, transmission work, automobile painting, and car washing, and may also include as accessory uses: retail sales and services, and storage of tires, car parts and other automobile supplies.

AVERAGE VEHICLE RIDERSHIP: The figure calculated by dividing the employee population (at a given work site) by the number of vehicles which are driven by employees (to the work site) arriving at the work site in a four (4) hour window between five o'clock (5:00) A.M. and eleven o'clock (11:00) A.M., excluding public transit vehicles and buses serving multiple work sites.

BASEMENT: Any floor level below the first story in a building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a "first story" as defined herein.
<table>
<thead>
<tr>
<th>Nonresidential Uses</th>
<th>Number Of Parking Spaces Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Offices, commercial, video arcade, and food-to-go uses</td>
<td>1 space for each 300 square feet for the first 25,000 square feet</td>
</tr>
<tr>
<td></td>
<td>1 space for each 350 square feet for the second 25,000 square feet</td>
</tr>
<tr>
<td></td>
<td>1 space for each 400 square feet for the area in excess of 50,000 square feet</td>
</tr>
<tr>
<td>6. Restaurants, drive-through restaurants, bars and cocktail lounges</td>
<td>1 space for each 75 square feet, including outdoor dining areas if outdoor dining area exceeds 200 square feet or 20 percent of indoor dining area, whichever is less</td>
</tr>
<tr>
<td></td>
<td>No parking is required for restaurants under 500 square feet which do not provide sit down eating accommodations</td>
</tr>
<tr>
<td>7. Manufacturing, research and development (includes office with on site testing facilities)</td>
<td>1 space for each 500 square feet for the first 50,000 square feet</td>
</tr>
<tr>
<td></td>
<td>1 space for each 1,000 square feet for the area in excess of 50,000 square feet</td>
</tr>
<tr>
<td>8. Medical/dental offices and clinics</td>
<td>1 space for each 200 square feet</td>
</tr>
<tr>
<td>9. Warehouses and storage buildings</td>
<td>1 space for each 1,000 square feet for the first 20,000 square feet</td>
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<tr>
<td></td>
<td>1 space for each 2,000 square feet for the second 20,000 square feet</td>
</tr>
<tr>
<td></td>
<td>1 space for each 4,000 square feet for the area in excess of 40,000 square feet</td>
</tr>
<tr>
<td>10. Automobile repair garages, body shops, and service stations</td>
<td>2 spaces for each service stall plus 2 spaces for office</td>
</tr>
<tr>
<td>11. Schools, private:</td>
<td>1 space for each 1 classroom, plus 1 space for each employee and faculty member</td>
</tr>
<tr>
<td>a. Pre-school, elementary through junior high level</td>
<td>7 spaces per classroom plus auditorium or stadium parking requirements</td>
</tr>
<tr>
<td>b. High school level</td>
<td></td>
</tr>
</tbody>
</table>
2. Consideration and possible action regarding amending Resolution 4574 and adopting a new Resolution amending the business license processing fees for nonprofit and exempt businesses on the Fee Study Summary Schedule Exhibit A submitted to City Council December 2, 2008. (Fiscal Impact: -$2,880)

Recommendation — (1) Adopt Resolution amending Resolution 4574 and approval to change business license processing fees to exclude nonprofit and exempt businesses; (2) Alternatively, discuss and take other possible action related to this item.

TO BE DELIVERED UNDER SEPARATE COVER
AGENDA DESCRIPTION:
Consideration and Possible action regarding the positions on the Committees, Commissions and Boards ("CCBs") that will expire in the year 2009. (Fiscal Impact: None)

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

ATTACHED SUPPORTING DOCUMENTS:
CCB Background Information and Listing of the year 2009 vacancies on Committees, Commission and Boards

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: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Pursuant to Government Code §54972, attached is the Local Appointment List of the positions on Committee, Commissions and Boards that will expire in the year 2009, as well as background information on all CCBs.

Application forms, the anticipated vacancies in the year 2009 and the background information list are posted on the City's website at www.elsegundo.org.

To apply to any CCB, potential candidates should contact City Hall at 310-524-2302, for an application. The deadline for filing applications is 48 hours prior to the posted interview date. Interviews of candidates are set by the City Council when a sufficient number of candidates have applied to a position.

Applications may also be picked from the Council Office at City Hall, the Library, the Chamber of Commerce, Joslyn Center, and George E. Gordon Clubhouse or, upon request, will be mailed to interested persons.
1. **Capital Improvement Program Advisory Committee: (Public Works)** is a 5-member committee, composed of 3 residents and 2 local Business representatives (no residency requirements for business reps). Members serve without compensation, for 4-year terms, without term limits. The Director of Administrative Services and the Director of Public Works provide staff support to the committee. The committee assists in the development of the 5-year Capital Improvement Program ("CIP"). Each year staff proposes CIP projects for a 5-year period. The committee reviews these projects and makes recommendations to the City Council for funding consideration in conjunction with the City's annual budget process. **The committee generally meets at 7:00 p.m., on a weekly basis in March, April and May,** with the goal of finalizing its recommendations to the City Council in June.

2. **Community Cable Advisory Committee: (eff. 10/19/06-Administration)** was restructured in July 1994. It is a 5-member committee, composed of residents, who serve without compensation, for 4-year terms, without term limits. The committee acts in an advisory capacity to the Community Cable Manager and the City Council regarding the policies and procedures surrounding governmental, educational, local origination, and community programming for channels 3 and 22 in the City of El Segundo. **The Committee meets on the 3rd Wednesday of every month at 7:00 p.m., in the West Conference Room.**

3. **Economic Development Advisory Council: (Economic Development)** is a spin-off of the City/Chamber of Commerce Business Retention & Attraction Task Force, originally established in 1990/91. The Committee was restructured in June 1994 as a 9-member committee by the City Council to implement the City's Economic Development Strategic Plan. It is currently a 10-member committee due to the Council action on 09/19/06. The members represent a cross-section of the community, and include both residents and non-residents. The committee positions have no term expiration, and members serve without compensation. The committee's primary responsibility is to provide support and direction to staff, and to advise the City Council on business retention and attraction and implementation of the City's Economic Development Program. **The committee meets on an "as needed" basis at City Hall.**

4. **Investment Advisory Committee: (Treasurer/Administrative Services)** was established by Resolution #3764 dated June 2, 1992, for the purpose of advising the City Treasurer and City Council on matters pertaining to the investment of the City's idle funds. This is a 4-member committee; two are automatic appointments—(City Treasurer and Director of Administrative Services); the other two members (one of whom must be a resident of El Segundo) serve without compensation, for 4-year terms, without term limits. **The committee meets quarterly at City Hall on the 3rd Tuesday in March, June, September and December.**
5. **Library Board of Trustees: (Library & Cable Services)** was established by City Council Resolution #3665 on December 4, 1990, pursuant to Education Code Section 18910 et seq. The Board's 5-members must be 1-year, or more, residents of El Segundo, who serve without compensation. Trustees serve for 3-year terms and may not serve for more than 2 consecutive terms. The board acts in an advisory capacity to the City Council in all matters pertaining to the Library and cooperates with other governmental agencies and civic groups in the advancement of sound planning and programming. The board considers, reviews, edits, and issues policy recommendations on library service, recommends the adoption of standards pertaining to library services and programs and makes recommendations for the provision of adequate library services consistent with community needs. The board may administer any trust declared or created for the Library and approves the Library's Annual Report to the State Librarian. The board meets at 7:00 p.m., on the 2nd Tuesday of every other month, beginning in January, in the Friends of the Library Meeting Room.

6. **Planning Commission: (Planning & Building Safety)** was established pursuant to the Planning Laws of the State of California (Sec. 65100-65106) on August 20, 1946 by City Ordinance #300. The commission is comprised of 5-members who serve with minimal compensation, for 4-year terms, without term limits. The commission makes recommendations to the City Council on the adoption or amendment of the City's General Plan; performs duties with respect to land subdivision, planning and zoning as prescribed by City and State law; and, advises the City Council on those matters falling within its charged responsibilities in a manner reflecting concern for the overall development and environment of the City as a setting for human activities. The Commission meets on the 2nd and 4th Thursday of each month, at 7:00 p.m., in City Hall Council Chambers.

7. **Recreation & Parks Commission: (Recreation & Parks)** was established on March 23, 1938 by Resolution #448. It is comprised of 5-members, who must be residents of El Segundo. Commissioners serve with minimal compensation for 4-year terms, without term limits. The commission advises the City Council on all matters pertaining to recreation, parks, parkways and street trees. It makes recommendations to the City Council regarding level of services, policies and assists in implementing Recreation and Parks Department improvements and programs, including youth counseling, senior outreach, golf operations, city transportation, and in the acquisition and disposal of park property. The commission meets on the 3rd Wednesday of each month, at 7:00 p.m., in City Hall Council Chambers.

8. **Senior Citizen Housing Corporation Board: (Recreation & Parks)** is a non-profit corporation formed in 1984 for the construction of the low-income housing facility for seniors, referred to as “Park Vista.” The Board was established in 1986 to actively oversee the management, operation, maintenance, and finances of Park Vista. The Board enters into an operating agreement with the City Council, and enlists a management company to operate the facility. The Board, comprised of 7 directors, all El Segundo residents (per bylaws), serve without compensation, for 4-year terms, without term limits. The Board meets on the 4th Wednesday of every month, at 7:00 p.m., at Park Vista, 615 E. Holly Avenue, El Segundo.
9. **El Segundo Environmental Committee: (Public Works)** was established on February 6, 2008, for the purpose of reviewing existing City environmental programs and recommending new policies and programs to the City Council that facilitate the goals stated within the Environmental Work Plan. The Environmental Committee is comprised of 5-members, two members from the business community, two members from the residential community to serve four-year terms, one member from the El Segundo School District to be appointed annually. One City staff member will serve the committee in an ex-official capacity. **The committee meets quarterly at City Hall over a twelve month period.**
MAY
RECREATION & PARKS COMMISSION: (4 Yr Term – No Term Limit - All Residents)

Debbie Bundy (re-apptd 6/7/05 to 4th full 4-yr term) 05/30/09
Cindee Topar (apptd 6/7/05 to 1st full 4-yr term) 05/30/09

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

Christopher Scruton (apptd to partial tern 7/15/08) 06/30/09

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

Martha Sherwood (apptd 9/19/06 to 1st full 3-yr term) 06/30/09

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

Marie Fellhauer (apptd 6/21/05 to 1st 4-yr term) 06/30/09

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

Edna Freeman (re-apptd 6/21/05 to 5th full 4-yr term) 06/30/09
Carol Wingate (re-apptd 6/21/05 to 2nd full 4-yr term) 06/30/09

AUGUST
INVESTMENT ADVISORY COMMITTEE: (4 Yr Term – No Term Limit – 2 Residents or 1 Res/1 Bus)

Bill Bue (re-apptd 7/19/05 to 2nd full 4-yr term) 08/30/09

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

Nick Gerenday (re-apptd 11/01/05 to 2nd full 4-yr term) 10/31/09
Joseph Pinchuk (re-apptd 11/01/05 to 3rd full 4-yr term) 10/31/09

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

A.J. Paz (re-apptd 11/01/05 to 4th 4-yr term) 11/30/09

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

Council Approval:
Posted:

THIS LIST IS TO REMAIN POSTED ALL YEAR -- DO NOT REMOVE
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<th>Fund Description</th>
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<tr>
<td></td>
<td>TOTAL WARRANTS</td>
<td>$ 1,365,152.66</td>
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</table>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Administrative Services office in the City of El Segundo.

I certify as to the accuracy of the Demands and the availability of fund for payment thereof.

For Approval: Regular checks held for City council authorization to release.

CODES:

R = Computer generated checks for all non-emergency/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:  
CITY MANAGER:  
DATE:  
DATE:  

VOID CHECKS DUE TO ALIGNMENT: N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:  

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:  

NOTES  

1/5/09  
1/5/09
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 12/05/2008 THROUGH 12/23/2008

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<td>Health Comp</td>
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<td>12/5-12/23/08</td>
<td>Workers Comp Activity</td>
<td>41,020.73</td>
<td>SCRMA checks issued</td>
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</table>

**DATE OF RATIFICATION: 1/6/09**  
**TOTAL PAYMENTS BY WIRE:** 3,171,575.19

Certified as to the accuracy of the wire transfers by:

**Deputy Treasurer**

**Director of Finance**

**City Manager**

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Administrative Services office in the City of El Segundo.

For Approval: Regular checks held for City council authorization to release.

CODES:

R = Computer generated checks for all non-emergency/urgency payments for materials, supplies and services in support of City Operations

A = Payroll and Employee Benefit checks

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

H = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

FINANCE DIRECTOR: CITY MANAGER:

DATE: 1/12/09 DATE:

TOTAL WARRANTS $ 1,743,790.98
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
12/24/2008 THROUGH 1/08/2008

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<td>11/28/2008</td>
<td>Health Comp</td>
<td>4,414.83</td>
<td>Correct previous memo</td>
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<td>UBOC</td>
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<td>Workers Comp Activity</td>
<td>0.00</td>
<td>SCRMA checks issued</td>
</tr>
</tbody>
</table>

506,809.12

DATE OF RATIFICATION: 1/20/09
TOTAL PAYMENTS BY WIRE:

Certified as to the accuracy of the wire transfers by:

Deputy Treasurer
Date

Director of Finance
Date

City Manager
Date

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, DECEMBER 16, 2008 - 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 5:00 p.m.

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present
Council Member Jacobson - Present

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

SPECIAL ORDER OF BUSINESS:

None

City Attorney Mark Hensley stated that Council would be meeting in closed session pursuant to items identified on the agenda.

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(a) –
-2- matter

City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
Coleman v. City of El Segundo, LASC Case No. YC057685

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -0-
potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.
DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): - 1- matter

1. Public Employee Performance Evaluation:
   Title: City Attorney

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): - 3-matters
City Negotiators: City Manager Jack Wayt; Human Resources Director Bob Hyland; Finance Director Deborah Cullen; Richard Kreisler. Employee Organizations: (1) El Segundo Police Officers' Association; (2) El Segundo Firefighter's Association; (3) the El Segundo Police Management Association.

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

SPECIAL MATTERS: - 0- matter

Council recessed at 6:50 p.m.
7:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 7:00 p.m.

INVOCATION – Pastor Mark Stepp, Oceanside Christian Fellowship

PLEDGE OF ALLEGIANCE – Council Member Don Brann

PRESENTATIONS

a. Mayor Pro Tem Busch presented a Commendation for the 2008 Mighty Mights:

   Jason Anderson  Jordan Fischer  Jake Palmer
   Dillan Bernard  Michael Graner  Zechariah Prince
   Mark Binder    Andrew Gutierrez Caleb Pruett
   Samuel Blake   Tyler Hall      Matthew Romo
   Alexander Boutselis  Justin Ivester  Jacob Samia
   Billy Brasher  Brandon LaBrie  CJ Shevlin
   Johnny Byrne   Gabriel Madrigal   Jackson Stone
   Jack Conrad    Marte Mapu       Colin Woicik
   Harrison Dulgarian  Nikolas O'Keefe  Alee Zeman

b. Mayor McDowell presented a Commendation on behalf of the sponsors, supporters and volunteers of the El Segundo Community Christmas Dinner to be held at 1:00 p.m. on Christmas Day at the Joslyn Center at Recreation & Parks.

ROLL CALL

 Mayor McDowell  -  Present
 Mayor Pro Tem Busch  -  Present
 Council Member Brann  -  Present
 Council Member Fisher  -  Present
 Council Member Jacobson  -  Present

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

A. PROCEDURAL MOTIONS

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

MOTION by Council Member Jacobson, SECONDED by Council Member Fisher to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action (Public Hearing) regarding the proposed projects and budget for the 2009-2010 Community Development Block Grant (CDBG) Program Year. Estimated CDBG budget allocation for Program Year 2009-2010 is approximately $86,933. (Fiscal Impact: $86,933)

Mayor McDowell stated this is the time and place hereto fixed for a public hearing regarding the proposed projects and budget for the 2009-2010 Community Development Block Grant (CDBG) Program Year. Estimated CDBG budget allocation for Program Year 2009-2010 is approximately $86,933. Clerk Domann stated that proper notice was completed and no written communication had been received by City Clerk’s Office.

Tina Gall, CDBG Consultant, gave a presentation.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Busch to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Jacobson to adopt the new 2009-2010 CDBG projects and budget and authorize the City Manager to execute the contracts, as to form approved by the City Attorney, with the Los Angeles County Community Development Commission, and with all sub-recipients receiving CDBG funds. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

2. Consideration and possible action to appoint a representative for the City of El Segundo to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Control District. (Fiscal Impact: None)
MOTION by Council Member Brann to reappoint Sandy Jacobs as representative for the City of El Segundo to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Control District for a four year term. MOTION FAILS FOR LACK OF SECOND.

MOTION by Mayor McDowell, SECONDED by Mayor Pro Tem Busch to appoint Council Member Jacobson as representative for the City of El Segundo to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Control District for a four year term, and direct the City Clerk to send a letter to the District's Executive Director confirming the appointment date and vote of the City Council. MOTION PASSED BY THE FOLLOWING VOTE: AYES: MAYOR MCDOWELL, MAYOR PRO TEM BUSCH, COUNCIL MEMBERS FISHER AND JACOBSON; NOES: COUNCIL MEMBER BRANN. 4/1

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

3. Approved Warrant Numbers 2569090 to 2569338 on Register No. 5 in the total amount of $1,167,004.70 and Wire Transfers from 11/21/2008 through 12/04/2008 in the total amount of $738,270.99. 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.


5. Authorized the City Manager to execute a three year Professional Services Agreement No. 3882, in a form approved by the City Attorney, with an option to extend for two additional years, with Southern California Risk Management Associates, Inc. (SCRMA) to serve as the third party administrator for the City's self-insured Workers' Compensation Program for a period of three years, with an option to extend for two additional years. (Fiscal Impact: $76,750 for first year of contract)

6. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN

7. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN
8. Authorized the recording of the Notices of Completion and authorized the City Manager to accept completion of work for 43 homes related to the City's Residential Sound Insulation Program's Group 23 (Project No. RSI 07-10) and Group 28 (Project No. RSI 08-06). (Final Contract Amounts: $763,276.26 and $497,731.09) Authorized the City Clerk to file the City's Planning and Building Safety Director's Notices of Completion in the County Recorder's Office. Authorized the City Manager, or designee, to close out Project Nos. RSI 07-10 and RSI 08-06.

9. Approved Contract Change Order No. 1 in conjunction with construction of Stevenson Field Bleachers Project PW 08-07. (Fiscal Impact: $9,200) Authorized the Director of Public Works to execute Change Order Number 1 to the existing standard Public Works Contract No. 3864 with FS Construction, Inc. in the total amount of $9,200.00; transfer $9,200.00 from the Softball Wall Project 301-400-8202-8996.

10. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN

11. Authorized the City Manager to execute Professional Services Agreement No. 3883, in a form approved by the City Attorney, with Environmental Engineering and Contracting Inc. for the Sewer System Management Plan. (Fiscal Impact: $35,505)

12. Adopted Plans and Specifications to install an Enhanced Vapor Recovery (EVR) system at the fueling station located at the City Maintenance Facility (150 Illinois Street) for compliance with South Coast Air Quality Management District (SCAQMD) Requirements. Project No.: PW 08-16 (Fiscal Impact: $65,000) Authorized staff to advertise the project for receipt of construction bids.

13. Awarded standard Public Works Contract No. 3884 to the lowest responsible bidder, Fleming Environmental, Inc., for rehabilitation of Sycamore Park Playground (southeast corner of Sycamore Avenue and California Street). Approved Capital Improvement Project. Project No. PW 08-12 (Fiscal Impact: $116,708) Authorized the City Manager to execute in a form as approved by the City Attorney.

14. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN

15. Authorized the Mayor to execute Consultant Agreement No. 3885 with the MWW Group for consultant services related to the City's efforts regarding Los Angeles International Airport. (Fiscal Impact: $96,000)

15a. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN
MOTION by Council Member Jacobson, SECONDED by Council Member Brann to approve Consent Agenda Items 3, 4, 5, 8, 9, 11, 12, 13 and 15. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

CALL ITEMS FROM CONSENT AGENDA

6. Consideration and possible action regarding approval of a three year Memorandum of Understanding (Labor Agreement) with the City of El Segundo and the El Segundo Police Officers' Association. (Fiscal Impact: $808,997)

MOTION by Mayor Pro Tem Busch, SECONDED by Mayor McDowell to approve a three year Memorandum of Understanding (Labor Agreement No.3886) with the City of El Segundo and the El Segundo Police Officers' Association. (Fiscal Impact: $808,997) Adopted Resolution No. 4583 approving the Memorandum of Understanding. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: MAYOR MCDOWELL, MAYOR PRO TEM BUSCH, COUNCIL MEMBERS FISHER AND JACOBSON; NOES: COUNCIL MEMBER BRANN. 4/1

7. Consideration and possible action regarding approval of a three year Memorandum of Understanding (Labor Agreement) with and the El Segundo Police Managers' Association. (Fiscal Impact: $161,810 salary and benefit increases; plus $68,881 to resolve salary compaction in the Police Department, for a grand total of $230,691)

15a. Consideration and possible action regarding approval of a three year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Firefighters' Association. (Fiscal Impact: $563,392)

MOTION by Mayor Pro Tem Busch, SECONDED Council Member Fisher to approve a three year Memorandum of Understanding (Labor Agreement No. 3887) with and the El Segundo Police Managers' Association. (Fiscal Impact: $161,810 salary and benefit increases; plus $68,881 to resolve salary compaction in the Police Department, for a grand total of $230,691.) Adopt Resolution No. 4584 approving the Memorandum of Understanding. Approve a three year Memorandum of Understanding (Labor Agreement No. 3888) with the El Segundo Firefighters' Association (Fiscal Impact $563,392) Adopt Resolution No. 4585 approving the Memorandum of Understanding. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: MAYOR MCDOWELL, MAYOR PRO TEM BUSCH, COUNCIL MEMBERS FISHER AND JACOBSON; NOES: COUNCIL MEMBER BRANN. 4/1

10. Consideration and possible action authorizing the City Manager to execute Professional Services Agreement, in a form approved by the City Attorney, with Rossetti Associates, Inc. for the Swimming Pool Alternatives Study in El Segundo. (Fiscal Impact: $41,500.00)

Council Member Brann requested an update on status of pools in the City.

MINUTES OF THE REGULAR CITY COUNCIL MEETING
DECEMBER 16, 2008
PAGE NO. 7
Dana Greenwood, Public Works Director, gave a report.

MOTION by Mayor Pro Tem Busch SECONDED by Council Member Fisher to authorize the City Manager to execute Professional Services Agreement No. 3889, in a form approved by the City Attorney, with Rossetti Associates, Inc. for the Swimming Pool Alternatives Study in El Segundo. (Fiscal Impact: $41,500.00) MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

14. Consideration and possible action regarding an amendment to the contract with the Two Roads Professional Resources, Inc. to provide construction management services for the construction of the new Fire Station No. 2, located at 2261 East Mariposa Avenue. Authorized the City Manager to execute the amendment, for an amount not to exceed. $150,000.

Dana Greenwood, Public Works, Director, responded to Council questions.

Jack Wayt, City Manager, gave a brief report.

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Brann to approve, with direction to come back to Council at a later date with opportunities for putting solar technology on the roof of the building, an amendment to Contract No. 3890 with the Two Roads Professional Resources, Inc. to provide construction management services for the construction of the new Fire Station No. 2, located at 2261 East Mariposa Avenue. Authorize the City Manager to execute the amendment, for an amount not to exceed. $150,000. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

G. REPORTS – CITY MANAGER – Welcomed the City’s new Human Resources Manager Martha Dijkstra and the new Recreation and Parks Director Bob Cummings.

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK – Announced that the next regular council meeting was scheduled for January 20, 2009.

J. REPORTS – CITY TREASURER – Spoke regarding the Federal Reserve’s drop in interest rates.

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – None

Council Member Fisher – None
Council Member Jacobson –

16. Consideration and possible action to review the Traffic Committee decision regarding the removal of stop signs on Hillcrest Street at Walnut Avenue. (Fiscal Impact: $1,000)

MOTION by Council Member Jacobson, SECONDED by Council Member Fisher to remove the north and south bound stop signs at the intersection of Walnut and Hillcrest. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Spoke regarding the recently adopted $40 Business License Processing Fee and requested this fee be revisited.

Mayor Pro Tem Busch – Congratulated all involved in the recent Holiday Parade.

Mayor McDowell – Spoke regarding environmental issues and programs: “Cash for Kitchens”; Free Community Shred Day, Saturday January 17th in parking lot behind City Hall; “Plunge into Savings” a Metropolitan Water District conservation program.

17. Consideration and possible action regarding the annual request of Mr. S. Claus for variances from the Municipal Code.

MOTION by Council Member Jacobson, SECONDED by Council Member Fisher to approve the request by Mr. S. Claus for a waiver of the permits required for doing business within the City of El Segundo as follows:

1. Approval of a Conditional Use Permit and waiver of regulations in ESMC Section 15-23-4;
2. The use of air rights and waiver of the Santa Monica Radial 160 R procedure (FAA should be contacted);
3. Grant a free business license for a non-profit organization (ESMC 4-1-7);
4. Waiver of ESMC 8-4-11B (Driveway Permits Required) and ESMC 8-5-11 (Parking on Grades);
5. Waiver of the Noise Ordinance to permit the sound of bells (ESMC 7-2-3);
6. Waiver of the Trespass Ordinance (ESMC 7-6-3) including 6-5-11 dealing with trespassing animals; and
7. Waiver of the ordinance on Animal Regulations (ESMC 6-2-1)

MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Additionally, Mr. S. Claus has been directed to the Coastal Commission for clearance over the ocean; D.M.V. for a valid vehicle registration; Department of Health & Welfare to ensure his elves are receiving minimum wage; and the Air Quality Management District to ensure a safe and clear sleigh ride.
PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Gail Church, Tree Muskateers, requested that the City waive the new $40 Business License Processing Fee for the Tree Muskateers.

MEMORIALS – NONE

CLOSED SESSION - NONE

ADJOURNMENT at 7:55 p.m.

Cathy Domann, Deputy City Clerk
Consideration and possible action regarding the Award of the Lease of 461 acre feet of ground water rights to the City of Manhattan Beach. (Fiscal Impact: $34,575 Revenue to the Water Fund)

RECOMMENDED COUNCIL ACTION:
1. Authorize the Mayor to execute the attached Lease Agreement.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Proposed Water Right License and Agreement.

FISCAL IMPACT: None
Amount Requested: $0
Additional Appropriation: No
Account Number(s):

ORIGINATED BY: Dana Greenwood, Public Works Director
REVIEWED BY: Bill Crowe, Assistant City Manager
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
The City of El Segundo has adjudicated ground water rights to pump up to 953 acre feet of ground water each water year. A water year runs from July 1 to the following June 30 of each year. The City currently does not have any wells and therefore does not have the capacity to utilize the rights. Any rights that are not exercised during the water year are lost. Rather than let the water rights expire, staff is recommending that 461 acre feet of this City’s water year rights be leased to the City of Manhattan Beach at a rate of $75.00 per acre foot. The City of El Segundo will realize $34,575 in revenue to the City’s water fund.

Staff had solicited bids for these rights from over 80 purveyors in the West Basin. The bid from Manhattan Beach is the only one received to date. Staff will continue to solicit bids from any other interested parties for the remaining 492 acre feet of rights.
LEASE OF WATER PUMPING RIGHTS IN THE WEST COAST BASIN FOR 2008-09 BID

The City of El Segundo will close the 2008-09 Fiscal Year with unused ground water production rights in the West Coast Basin of 953 acre feet. It is the intent of the City to lease these 2008-09 production rights to the highest bidder or bidders who are pumpers in the West Coast Basin for the period from July 1, 2008 through June 30, 2009.

The City will assign or transfer the total of 953 acre feet of 2008-09 production rights, respective portions thereof, to the highest bidder or bidders on the per acre foot basis.

Upon determination of the highest responsive bidder or bidders, a lease agreement between the City, lesser, and each lessee, will be prepared by the City and sent to the successful bidder or bidders for execution following approval by the City's Council.

Each lessee will be required to pay all Water Replenishment District of Southern California assessments imposed on the amount of water production that is leased. The City will inform the West Coast Basin Watermaster as to the amount of water rights leased and the intention of both parties.

Enclosed with this letter is a separate bid form triplicate, of which one copy should be completed and returned in person or by U.S. mail to the El Segundo City Hall at the address shown on the form if you want to participate in the bidding for the lease of the surplus water rights.

Also enclosed is a self addressed envelope for your convenience in returning the bid. Please put your name and address on the return envelope if you intend to bid on lease of water rights.

The City will render an invoice for the amount of rights leased, after approval is received from the West Coast Basin Watermaster.

Payment will be due no later than forty five days from the date that the City tenders the lease agreement to the lessee for execution or the end of the basin Fiscal year (June 30, 2009) whichever occurs first.

The City reserves the right to award the lease of the water rights to one or more bidders so as the result in the highest total amount of money for the City.

Please contact Dana Greenwood @ (310) 524-2356 for additional information.
I, (We) City of Manhattan Beach

(Type or print the full name of the bidder as given on West Coast Basin Watermaster Records)

hereby submit the following bid to lease during the 2008-09 Fiscal Year, water production rights owned by the City of El Segundo in the West Coast Basin: (Maximum Amount of Lease – 953 Acre Feet).

QUANTITY: 461 Acre Feet  PRICE: $ 75

TOTAL AMOUNT OF LEASE: $ 34,575

The City reserves the right to award to successful bidders less than the number of acre feet upon which they have bid and reject any or all bids without cause.

Signed:________________________________________

Print or type Name:________________________________________

Title:________________________________________

Address:________________________________________

Date:_________________________ Phone:_________________________

Full name of Designee or Assignee to appear in Lease Agreement:

________________________________________

Corporation incorporated in the State of __________________________

Individual Partnership of the following parties:

________________________________________

Individual dba __________________________

This bid form shall be returned to: City of El Segundo
Dana Greenwood, Director
Public Works Department
350 Main Street
El Segundo CA 90245
WATER RIGHT LICENSE AND AGREEMENT  
(West Coast Basin)

For a valuable consideration, the City of El Segundo hereby grants to the
A license to extract  acre-feet of licensor's Adjudicated Right allocated to licensor (or predecessors in
interest) pursuant to Judgement dated August 19, 1961, and entered in Los Angeles Superior Court Case
period commencing July 1, 2006 and continuing to and including June 30, 2009 for the amount of

Said License is granted, subject to the following conditions:

(1) Licensee shall exercise said right and extract the same on behalf of the City of El Segundo
during the period above specified and put the same to beneficial use and licensee shall
not be the exercise hereunder of said right acquire any right to extract water independent
of the rights of licensor.

(2) Licensee shall pay assessments levied on the pumping of said ground water by the
Central and West Basin Water Replenishment district.

(3) Licensee shall notify the District and the Watermaster that said pumping was done
pursuant to this License and provide the Watermaster with a copy of the document.

(4) Licensee shall note, in any recording of water production for the period of agreement that
said pumping was done pursuant to this license.

(5) Licensee's Adjudicated Right shall be increased by the amount hereby licensed when
computing carryover or allowable over extraction as provided by Paragraph V in said
Judgement.

(6) Licensee acquires hereunder pumping rights only and should be responsible to provide the
means and location to effect said pumping itself and shall bear the cost of said
pumping.

The City of El Segundo warrants that it has  acre-feet of Adjudicated Right and it has not pumped and
will not pump or permit or license any other person to pump any part of said  acre-feet during period
of July 1, 2008 through June 30, 2009.

Licensor:    CITY OF EL SEGUNDO

By:  
Kelly McDowell

Title: Mayor

ATTESTED:

Cindy Mortensen  
City Clerk (SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Licensee:    

By:  

Title: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: 2/3/09
AGENDA DESCRIPTION:
Consideration and possible action regarding the award of a Standard Public Works Contract for the replacement of field lighting at Recreation Park for Brett Field and the Softball Field between Grand Avenue and Pine Avenue and east of Eucalyptus Drive – Project No. PW 08-15 (Fiscal Impact: $288,000.00)

RECOMMENDED COUNCIL ACTION:
(1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Ace Electric, Inc. in the amount of $288,000.00; (2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Location Map

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $290,000.00
Additional Appropriation: N/A
Account Number(s): 301-400-8202-8995

ORIGINATED BY: Dan Garcia, Assistant City Engineer
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On November 18, 2008, City Council approved the plans and specifications and authorized staff to solicit bids for the replacement of field lighting at Brett Field and the Softball Field. On January 6, 2009, one bid was received. Ace Electric, Inc. was the lone bidder at $288,000.00. Ace Electric, Inc. is a well qualified contractor with verified experience with similar projects. In addition, they were the contractor for the recently completed Stevenson Field Lighting Upgrade and Scoreboard Replacement.

The new fixtures will be significantly more energy efficient and will require only 60% as many fixtures to provide similar lighting levels. Additionally, the new fixtures will reduce light overspill into adjacent neighborhoods and will reduce the impact of the parks activities on neighbors. The projected energy savings for the softball field are 4.3 kWh. The projected energy savings for George Brett Field are 76.1 kWh. This represents a combined annual savings of 80.4 kWh for a $1,042,129 return on investment based on a 25-Year Life Cycle cost analysis.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: January 20, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action regarding the award of a Standard Public Works Contract to HP Builders, Inc. for the remodeling of the Human Resources Department. (Fiscal Impact: $44,320.00)

RECOMMENDED COUNCIL ACTION:

Recommendation – (1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with HP Builders, Inc. in the amount of $44,320.00; (2) Appropriate funds in the amount of $44,320.00 from the City Hall Improvements and, (3) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

HP Builders, Inc. Bid Sheet
PW 08-13 Bid Log

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$130,000.00 (HR Remodel only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
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<tr>
<td>Account Number(s):</td>
<td>301-400-8201-8475</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Dan Garcia, Assistant City Engineer

REVIEWED BY: Dana Greenwood, Public Works Director

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On October 21, 2008, City Council approved the plans and specifications and authorized staff to solicit bids for the City Hall Improvements – Human Resources Department Remodel. HP Builders, Inc. submitted the lowest responsible and responsive bid at $36,320.00. On December 16, 2008, the City Clerk’s office opened 14 bids that were submitted by 11:00 am.

The bids were as follows:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1st California Construction, Inc.</td>
<td>$104,445.00</td>
</tr>
<tr>
<td>ZK Construction</td>
<td>$109,000.00</td>
</tr>
<tr>
<td>2H Construction</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>AVACO Construction, Inc.</td>
<td>$85,350.00</td>
</tr>
<tr>
<td>S &amp; L Specialty Contracting, Inc.</td>
<td>$86,530.00</td>
</tr>
<tr>
<td>Let’s Build It, Inc.</td>
<td>$93,250.00</td>
</tr>
<tr>
<td>TNT Building Corporation</td>
<td>$98,625.00</td>
</tr>
<tr>
<td>Company</td>
<td>Amount</td>
</tr>
<tr>
<td>---------------------------------</td>
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</tr>
<tr>
<td>A.J. Stevens Construction</td>
<td>$82,280.00</td>
</tr>
<tr>
<td>1 D. C. Construction, Inc.</td>
<td>$78,000.00</td>
</tr>
<tr>
<td>Ardalan Construction Co.</td>
<td>$49,400.00</td>
</tr>
<tr>
<td>Public Works Construction</td>
<td>$84,888.00</td>
</tr>
<tr>
<td>Duke Builders Corp.</td>
<td>$76,000.00</td>
</tr>
<tr>
<td>HP Builders, Inc.</td>
<td>$36,320.00</td>
</tr>
<tr>
<td>G Coast Construction, Inc.</td>
<td>$154,000.00</td>
</tr>
</tbody>
</table>

Staff has contacted the references of HP Builders, Inc. and has received favorable responses. Staff recommends awarding the contract to HP Builders, Inc. in the amount of $36,320.00.

Subsequent to the bidding, the Building Division has required that this project be subject to existing building codes to build ADA accessible items with at least 20% of the construction costs as part of an ADA exemption. It is estimated that these improvements will cost an additional $8,000.00 and therefore will be added to the cost of this contract. The total amount requested for HP Builders, Inc. to perform this work will be $44,320.00.
<table>
<thead>
<tr>
<th>COMPANY NAME/ADDRESS</th>
<th>Bid Amount</th>
<th>BID Bond</th>
<th>Addendum 1</th>
<th>Addendum 2</th>
<th>Addendum 3</th>
<th>Addendum 4</th>
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<tbody>
<tr>
<td>1. 1st California Construction, Inc.</td>
<td>$104,445</td>
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<tr>
<td>P.O. Box 70316, Pasadena, CA 91117</td>
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<td>2. ZK Construction</td>
<td>$109,000</td>
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<td>18031 San Fernando Mission Blvd.</td>
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<td>Granada Hills, CA 91344</td>
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<td>3. 2H Construction</td>
<td>$55,000</td>
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<td>4. ? Avaco Const, Moreno Valley</td>
<td>$85,350</td>
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<td>5. S&amp;L Specialty Constructing, Inc.</td>
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<td>315 South Franklin Street, Syracuse, NY</td>
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<td>6. Let's Build It, Inc.</td>
<td>$93,250</td>
<td>✔️</td>
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<td>5400 Lindley Ave., Unit #216, Encino, CA 91316</td>
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<td>7. TNT Building Corporation</td>
<td>$98,625</td>
<td>✔️</td>
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<td>13636 Ventura Blvd, #401, Sherman Oaks, CA 91423</td>
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<td>8. A.J. Stevens Constructions, Inc.</td>
<td>$82,280</td>
<td>✔️</td>
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<td>740 Bungalow Dr, El Segundo, CA 90245</td>
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<tr>
<td>9. 1 D.C. Constructions, Inc.</td>
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<td>✔️</td>
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<td>3615 Hayvenhurst Ave, Encino, CA 91436</td>
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<td>10. Ardan Construction Co.</td>
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<td>11. ? Public Work Construction Group Northridge</td>
<td>$84,888</td>
<td>✔️</td>
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<td>12. Duke Builders Corp.</td>
<td>$76,000</td>
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<tr>
<td>1669 E. Del Amo Blvd, Carson, CA 90746</td>
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<tr>
<td>13. HP Builders, Inc.</td>
<td>$36,320.00</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<td>12523 Limonite Ave.</td>
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<td>Ste. #440-357</td>
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<td>Mira Loma, CA 91752</td>
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<tr>
<td>14. G Coast Construction, Inc.</td>
<td>$154,000.00</td>
<td>✓</td>
<td>✓</td>
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<td>5461 Encino Avenue</td>
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</tr>
</tbody>
</table>

Staff Present: [Signatures]

City Clerk's Office

Public Works

FORMS\BID\OPENLOG1
CITY OF EL SEGUNDO - BID SHEET

CITY HALL IMPROVEMENTS – HR REMODEL

PROJECT NO.: PW 08-13

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ESTIMATED QUANTITIES</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE IN FIGURES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Lump Sum</td>
<td>Construct the Remodel of the Human Resources Department per Plans and Specifications.</td>
<td>$________</td>
<td>$36,320.00</td>
</tr>
</tbody>
</table>

TOTAL BID = $36,320.00

TOTAL BID WRITTEN IN WORDS:

Thirty Six Thousand Three Hundred Twenty Dollars

I-C-3

N:SPECS.MST\BID-SHEET.MST  (02-28-02)
AGENDA DESCRIPTION:

Consideration and possible action regarding acceptance of the project for the slurry sealing of the streets in the area bounded by Mariposa Avenue, Sheldon Street, Imperial Avenue and the west City limit. Project No.: PW 08-09
(Fiscal Impact: $228,293.59)

RECOMMENDED COUNCIL ACTION:

1. Accept the work as complete.
2. Authorize the City Clerk to file a Notice of Completion in the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Notice of Completion

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $228,293.59
Additional Appropriation: No
Account Number(s): 001-400-4202-6206

ORIGINATED BY: Maryam M. Jonas, Principal Civil Engineer
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On September 16, 2008, the City Council awarded a contract to Doug Martin Contracting Company, Inc., in the amount of $225,209.20 and approved an additional $20,695.80 contingency for potential change orders to slurry streets in the area bounded by Mariposa Avenue, Sheldon Street, Imperial Avenue and the west City limit. All work has now been completed to the satisfaction of the City and staff recommends acceptance of the project.

The final contract amount of $228,293.59 represents actual measured quantities at the completion of the job. The remaining balance of $17,611.41 will be returned to general fund for future allocation by the City Council.
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: 2007-2008 Furnishing and Application of Slurry Seal on Various Streets
Project No.: PW 08-09

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.

2. The full name of the owner is: City of El Segundo

3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245

4. The nature of the interest of the owner is: Public Street

5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on December 3, 2008. The work done was: Slurry Sealing of Streets

6. On January 20, 2009, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.

7. The name of the Contractor for such work of improvement was: Doug Martin Contracting Company, Inc.

8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Public Street.

9. The street address of said property is: Sycamore Avenue from Penn Street to Sheldon Street and Streets in the area bounded by Sheldon Street, Mariposa Avenue, El Segundo Boulevard and the west City Limit.

Dated: _________________

Dana Greenwood
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Director of Public Works/City Engineer of the City El Segundo, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _________________, 2009 at El Segundo, California.

Dana Greenwood
Public Works Director
AGENDA DESCRIPTION:
Consideration and possible action regarding the award of a three year contract to Bell Building Maintenance Company for City’s janitorial services effective January 21, 2009, with optional one year contract extensions up to three additional years for a total of six years. (Fiscal Impact $123,804 for the first year plus annual CPI increases up to 5% for years 2-6.)

RECOMMENDED COUNCIL ACTION:
Recommendation – (1) Award a three year contract to Bell Building Maintenance Company; (2) Authorize the City Manager to execute such an agreement; (3) Authorize staff with concurrence of the City Manager to award subsequent optional one year contract extensions up to three additional years for a total of six years, as approved as to form by the City Attorney; (4) Alternately discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Maintenance Agreement between the City and Bell Building Maintenance Company.
2. Exhibit A—Annual Bid Costs for janitorial Services
3. Exhibit B—Scope of Services

FISCAL IMPACT: As included in Adopted Budget

Amount Budgeted: $123,804
Additional Appropriation: None
Account Number(s): 001-400-2601-6206 (PW), 001-400-5102-6206 (RP), 001-400-6101-6206 (Library)

ORIGINATED BY: Mark Herbert, Senior Librarian
REVIEWED BY: Debra Brighton, Director of Library Services
Bob Cummings, Director of Recreation and Parks
Dana Greenwood, Director of Public Works
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On November 16, 2008, Request for Proposals (RFP’s) were mailed to 15 janitorial service companies. As a part of the RFP process there was a pre-bid conference / walk through held on November 25, 2008, where only two companies participated (Bell Building Maintenance Company and All Care Industries, Inc.) On December 9, 2008, the City Clerk’s office opened one RFP response submitted by Bell Building Maintenance Company.
Bell Building Maintenance has been providing janitorial services to the City since January 1, 2005, for eight City facilities including City Hall, Fire Station No. 1, Police Department, Library, and Recreation and Parks buildings, including the Plunge. The costs for these services, including contractor supplied supplies outlined in the RFP specifications, are within current fiscal year budget allocations.

Staff is therefore recommending the award of a new three year contract and requesting authorization to award three optional one year extensions to Bell Building Maintenance Company.
MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND
BELL BUILDING MAINTENANCE COMPANY

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 21st day of January, 2009, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation ("CITY") and BELL BUILDING MAINTENANCE COMPANY, a sole proprietorship ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION.

   A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;

   B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

   C. As additional consideration, CITY agrees to pay CONTRACTOR on a monthly basis an amount set forth in the attached Exhibit "A," which is incorporated by reference, for CONTRACTOR’s services. CITY will pay such amount promptly, but not later than thirty (30) working days after receiving CONTRACTOR’s invoice.

2. TERM. The term of this Agreement will be from January 21, 2009, to January 20, 2012. The Agreement may be renewed upon mutual consent of the parties.

3. SCOPE OF SERVICES.

   A. CONTRACTOR will perform services listed in the attached Exhibit "B," which is incorporated by this reference.

   B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES. This Agreement is for janitorial or custodial services of a routine, recurring, or usual nature. Accordingly, pursuant to 8 California Code of Regulations § 16000, CITY does not believe CONTRACTOR is required to pay prevailing wages. However, if
required by applicable state law including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR’s responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY’s Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. A copy of the prevailing rate of per diem wages must be posted at the job site.

5. FAMILIARITY WITH WORK.

A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has

i. Thoroughly investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR’s own risk until written instructions are received from CITY.

6. INSURANCE.

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

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits (combined single)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business automobile liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory requirement.</td>
</tr>
</tbody>
</table>

B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be
a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR 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.

E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

7. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

A. CONTRACTOR furnishes proof of insurance as required under Section 6 of this Agreement; and

B. CITY gives CONTRACTOR a written Notice to Proceed.

C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

8. TERMINATION.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

B. CONTRACTOR may terminate this Agreement upon providing written notice to
CITY at least thirty (30) days before the effective termination date.

C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY’s termination under this Section.

9. INDEMNIFICATION.

A. CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY’s request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section “CITY” includes CITY’s officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

10. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

11. NOTICES.

A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To CITY: City of El Segundo
350 Main Street
El Segundo, CA 90245-3813

089
Page 4 of 7
To CONTRACTOR: Bell Building Maintenance Company
5170 Sepulveda Blvd.
Sherman Oaks, CA 91403

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

12. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

13. WAIVER. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

14. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

15. SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

16. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

17. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

18. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

19. AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the El Segundo City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager may execute any such amendment on behalf of CITY.
20. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

21. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

   A. Exhibit A: Cost and Fee Schedule;
   B. Exhibit B: Scope of Work; and
   C. The Request for Proposals, dated November 18, 2008 ("RFP"), may be used to interpret any provision of Exhibit B to the extent there are any ambiguities and, for that limited purpose, the RFP is incorporated by this reference.

22. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

23. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties’ control, then the Agreement will immediately terminate without obligation of either party to the other.

24. **ENTIRE AGREEMENT.** This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting janitorial services. To the extent that there are additional terms and conditions contained in Exhibit “A” that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

   IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

   __________________________________________________________________________
   __________________________________________________________________________

CITY OF EL SEGUNDO                                             BELL BUILDING MAINTENANCE COMPANY

Jack Wayt,  
City Manager
ATTEST:

__________________________
Cindy Mortesen, 
City Clerk

Taxpayer ID No. __________________

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

By: ____________________________
Karl H. Berger, Assistant City Attorney
### BELL BUILDING MAINTENANCE CO.  
**ANNUAL BID COSTS FOR JANITORIAL SERVICES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>URHO SAARI</td>
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</tr>
<tr>
<td>REC PARK</td>
<td>$7,920</td>
</tr>
<tr>
<td>OUTDOOR POOLS</td>
<td>$720</td>
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<tr>
<td>CHECKOUT</td>
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<td>CLUBHOUSE</td>
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<tr>
<td>JOSLYN, OUTREACH &amp; ELEVATOR</td>
<td>$9,972</td>
</tr>
<tr>
<td>TEEN CENTER</td>
<td>$4,680</td>
</tr>
<tr>
<td>CAMP EUCALYPTUS</td>
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</tr>
<tr>
<td>CAMPUS EL SEGUNDO</td>
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<td><strong>ANNUAL REC &amp; PARKS COSTS</strong></td>
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<td><strong>ANNUAL LIBRARY COSTS</strong></td>
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<td>POLICE</td>
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<td>CITY HALL</td>
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<td><strong>ANNUAL PUBLIC WORKS COSTS</strong></td>
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<tr>
<td><strong>ANNUAL CITY WIDE GRAND TOTAL</strong></td>
<td>$123,804</td>
</tr>
</tbody>
</table>

Prepared by: J. Richard Hogate, Purchasing Agent
Exhibit B

Scope of Services

General Requirements

1. The City reserves the right to reject any custodian or supervisor of the contractor's work force. It is the contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document.

2. The work force must consist of company bonded skilled custodians and include any subcontractors. The contractor's crew(s) must be under the supervision of a contractor-designated Custodial Leadworker. The designated Lead worker must have the ability to communicate with City staff in English. In the event of the absence of the regular Leadworker, it will be the responsibility of the contractor to designate an acting Leadworker to oversee the crew while performing the maintenance operations specified by the contract. The contractor must notify the City of any such designation before the beginning of any shift by contacting the City's contract administrators at (310) 524-2300.

3. The City reserves the right to change the work hours and shift schedule. The contractor must be notified at least one (1) full week before such changes.

4. The City does not recognize any holidays as paid holidays for the contractor employees.

5. All vehicles and equipment utilized in connection with the contract must visibly marked with company identification.

6. All employees must be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. All employees must be able to follow directions. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.

7. Contractor must provide uniforms to the employees who are assigned to do the work on the contract, so that the contractor’s employees may be easily identified. Uniforms must bear the employees’ name and the company’s name and/or logo and must present a professional appearance.

8. Contractor(s) may not allow on City premises any person who is not an employee or principal with the company, and currently on duty. All paperwork, documents, magnetic media, and any other media at
City offices are considered to be confidential and privileged. Contractor's employees are not authorized to read or make use of any paperwork on or in any desks or offices.

9. The contractor must provide all cleaning equipment, supplies, and transportation to and from the public buildings under contract.

10. It is the intent of the following scope of work to provide all maintenance services, materials, supplies, tools, and equipment and transportation necessary to clean all portions of the facilities specified in the contract. It is understood and agreed that only the highest possible industry standards of cleanliness will be accepted and must be consistently maintained. The areas to be maintained include all offices, general work areas, kitchen areas, activity rooms, meeting rooms, halls, hallway storage areas, locker rooms, hardwood floors, custodial closets, restrooms, and shower rooms.

11. The contractor must schedule its own supply deliveries and the supply deliveries of its vendors during times that cause minimum disruption and inconvenience to the City's operations. The contract administrator must have the unilateral right to define certain times during each 24-hour period when deliveries are prohibited.

12. The contractor agrees that it will not during or after the term of the contracts disclose any proprietary information or confidential business information of the City, including without limitation its costs, charges, operating procedures, or methods of doing business to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the contractor must be used by it exclusively in connection with the performance of the services.

13. The contractor must not issue or release for publication any articles, advertising or publicity matters relating to the services performed by the contractor hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

14. The contractor must comply with all energy conservation and recycling practices of the City.

15. The contractor is not allowed to bring on to the City's property any food or beverage catering trucks, vending machines, or other serving facilities without prior written authorization from the Contract Administrators and Purchasing Agent.
16. The contractor must adequately secure the keys, other entry devices, and codes provided by the City. The contractor must maintain a record of the key numbers issued to its employees.

17. The contractor must not duplicate and must not allow such items to be duplicated or removed from the site of the services.

18. The contractor must immediately report any such item, which becomes lost, missing, broken, or stolen to the contract administrator. Should the contractor lose or have stolen any keys issued to the contractor by the City, the cost of changing locks, keys, or other devices will be deducted from the contractor's invoice to the City for work performed under the contracts.

19. The contractor must physically present all keys and other entry devices for verification upon request of the contract administrators.

20. The contractor must promptly notify the contract administrator or his/her designated representative, in a written format acceptable to the contract administrator, of needed repairs and/or damage to fixtures, buildings and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature will be verbally reported immediately upon discovery, with written notification to follow before the end of the work shift.

21. Each employee must be in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift and remain in their work area during the entire work shift except for the break periods described below.

22. The contract administrator must have the right to increase or decrease the required minimum number of weekly routine service hours by providing written notification to the contractor.

23. No change must be made in fixed charges for overhead due to any increase or decrease in the minimum number of weekly hours required for routine services.

24. Crew and foreman to check all work done and to make notes of problems must use a Daily Log. Log is to be kept in the janitors' closet in the upstairs men's restroom.

25. Once a week, between 10:00 a.m. and 3:00 p.m., contractor supervisor is to thoroughly check Library and turn in a signed/approved Quality Control Check Sheet to the Library with findings. At this time concerns and reviews can be discussed with the Library Director and her/his designee.
26. Performance Bond: The successful contractor will be required to furnish a performance bond equal to 100% of the amount bid for the first year. Include a copy of bond endorsement affecting such coverage from another account or provide a letter from surety stating that your firm is bondable for the limit required if awarded the contract. Said bond must be furnished to the City Purchasing Agent within fourteen (14) days after notification of award.

27. Fidelity Bond: The Contractor must be bonded against theft of personal property. Include a copy of bond endorsement effecting such coverage from another account or provide a letter from surety stating that your firm is bondable for the limit required ($10,000 per occurrence) if awarded the contract. Said bond must be furnished to the City Purchasing Agent within fourteen (14) days after notification of award.

28. Criminal Background Check: The Contractor selected will be required to provide the name, date of birth, and Social Security number of all personnel who will be assigned to do the work, for the purpose of obtaining a criminal background check from the City of El Segundo Police Department. This information must be furnished within twenty-four (24) hours, and must apply to any new personnel due to employee turnover.
AGENDA DESCRIPTION:
Consideration and possible action to accept a cash donation totaling $10,000 from DirecTV in support of Super CPR (Cardio-Pulmonary Resuscitation) Saturday and a medical cache trailer and supplies.  
(Fiscal Impact: $10,000)

RECOMMENDED COUNCIL ACTION:
1. Accept donation and authorize the City Manager to transfer the monies into the CPR General Fund account ($2,000), and the Suppression supplies account ($8,000);
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$10,000</th>
</tr>
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<td>Additional Appropriation:</td>
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<td>Account Number(s):</td>
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<td></td>
<td>001-400-3202-5204 - $8,000</td>
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</table>

ORIGINATED BY: Lisa LeCates, Sr. Management Analyst
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
Since 1996, the El Segundo Fire Department, in conjunction with the American Red Cross, has sponsored an annual Super CPR Saturday event. This event offers FREE Adult CPR training to the community at large and traditionally trains approximately 350 citizens in one day. Over the past thirteen years, the event has trained several thousand people from all over the South Bay in the necessary skills to perform CPR and perhaps save a life. This event cannot be conducted without the generous support and contributions from community groups and local business and industry. DirecTV has been one of our strongest supporters. Three years ago they expressed a desire to increase their support to other areas of our department and have generously offered to do so again this year. The funds will go to maintain their annual support of Super CPR Saturday ($2,000); and the remainder to cover the costs of supplies and equipment that would not otherwise be budgeted, such as a second medical cache trailer, which would enhance the City’s emergency preparedness and ability to respond to incidents such as a mass-casualty event.
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a revised Class Specification for the job classification of Human Resources Analyst (formerly Human Resources Specialist) and adoption of a Resolution establishing a basic monthly salary. Fiscal Impact: None.

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution establishing the basic monthly salary for Human Resources Analyst.
2. Approve the proposed Class Specification.
3. Approve the proposed Examination Plan.
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
2. Resolution establishing the basic monthly salary of Human Resources Analyst.

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted</th>
<th>$ N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation</td>
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</tr>
</tbody>
</table>

ORIGINATED BY: Martha A. Dijkstra, Human Resources Manager
REVIEWED BY: Bob Hyland, Director of Human Resources
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
In anticipation of the recruitment, testing and selection process to fill a critical vacancy in the Human Resources Department, staff reviewed the current Human Resources Specialist Class Specification and determined that several revisions are necessary.

We expect this to be a key position in the Human Resources Department, one that will be responsible for performing journey-level professional human resources functions. Areas of responsibility will include recruitment and selection, classification and compensation, performance management and leave administration. These areas require an enhanced level of knowledge, skills and abilities, requiring the incumbent to analyze situations, recommend sound solutions, exercise technical proficiency and apply modern organizational and human resources principles.

Staff recommends the class title be changed from Human Resources Specialist to Human Resources Analyst to more accurately describe the analytical nature of this job. Furthermore, the Essential Functions and Qualifications have been modified to reflect the actual duties and the education and experience level commensurate with an Analyst position.
Thus, staff believes that modification of this Class Specification is appropriate in order to meet the needs of the Human Resources Department and the City of El Segundo.

**Examination Plan**

**Human Resources Analyst**
- Written Examination
- Structured Technical and Career Preparation Interview
  
  Open-Competitive  
  Pass/Fail  
  100%

Approval of exam plans for Merit System job classifications in all City Departments has been required since the passage of Initiative Ordinance No. 586 in April 1962.

For departments other than Police and Fire, the plan may consist of any one or combination of the following techniques:

1. Written;
2. Oral;
3. Demonstration; and
4. Any evaluation of education, experience, or skills or physical fitness, which fairly evaluated the relative capacities of the applicants.

Police and Fire Departments:

The examination plan, for entrance or promotional, for the Police and Fire Departments, shall consist of a written examination and one or more of the following:

1. Oral;
2. Demonstration; and
3. Any evaluation of education certification, experience, or skills or any test of manual skills or physical fitness, which fairly evaluates the relative capacities of the applicant.
RESOLUTION NO. ____________

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY FOR THE JOB CLASSIFICATION OF HUMAN RESOURCES ANALYST.

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

Section 1: The base monthly salary range for a Human Resources Analyst is established as follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<tr>
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<td>$5239.12</td>
<td>$5504.36</td>
<td>$5783.01</td>
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</table>

Human Resources Analyst Range 34M

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

Section 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this __20th__ day of ___January___, 2009.

___________________________________________
Kelly McDowell,
Mayor
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 said City is five; that the foregoing Resolution No. ______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 20th day of January, 2009, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ______ day of __________, 2009.

Cindy Mortesen, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By: __________________________
Karl H. Berger
Assistant City Attorney
HUMAN RESOURCES ANALYST

Definition: Under general supervision, performs advanced administrative and technical functions in support of human resource program services for the City.

Essential Functions: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

Provides administrative and technical services for recruitment and selection activities including developing and formulating recruitment strategies, conducting job analysis, developing assessment and selection instruments, and test administration; provides computer formatting of job brochures and advertisements; serves as point of contact for information about employment and recruitments from applicants and the public; accepts, reviews, inputs and tracks job applications; prepares correspondence to applicants; coordinates and administers selection processes; assembles eligibility lists; monitors pre- and post-employment processes; serves as Citywide contact with temporary employment agencies for short-term clerical and labor assignments.

Conducts and/or assists in the conduct of position classification studies; compiles, analyzes and summarizes wage, salary and fringe benefit information; assists in the labor negotiation process.

Provides supportive and technical services for a variety of procedural functions including but not limited to performance evaluations, pay and benefits issues, and verification, submission and follow-up of workers' compensation claims and other leave matters; prepares disability retirement applications; tracks employee safety and OSHA training.

Provides administrative and technical support to the day-to-day operations of the department; assists in the preparation and administration of the department budget; responds to questions and resolves problems for City employees regarding salary, benefits, Personnel Rules and Regulations, City policies, Memoranda of Understanding and applicable workplace laws; confers with and advises staff in the resolution of personnel related problems and responds to program delivery questions, ensuring necessary follow-up occurs.

Recruits, hires, schedules, assigns, monitors and evaluates assigned department staff; provides for and/or conducts staff development; establishes work methods and standards; initiates corrective and/or disciplinary action in consultation with higher-level Human Resources staff and/or the Assistant City Manager.

Knowledge, Skills and Other Characteristics:

Knowledge of principles and practices of personnel administration.
Knowledge of principles and practices of office administration.
Knowledge of basic budgeting procedures and financial record keeping.
Knowledge of policies, practices, procedures and terminology of City operations.
Knowledge of a variety of computer software, including word processing, database and spreadsheet applications.
Knowledge of the principles and practices of effective supervision.
Knowledge of principles and practices of workload organization and priority setting.
General knowledge of employment and labor laws.

Skill in performing professional personnel functions, including but not limited to recruitment and selection, pay and benefits administration, and leave management.
Skill in analyzing, evaluating and recommending improvements to department operations, programs and services.
Skill in supervising, motivating and evaluating support staff.
Skill in understanding and applying regulations, procedures and guidelines.
Skill in conducting research and preparing clear, concise and comprehensive reports.
Skill in composing letters and preparing a variety of reports, using appropriate format and computer software.
Skill in bookkeeping practices and procedures.
Skill in following oral and written instructions and procedures.
Skill in presenting ideas and concepts orally and in writing.
Skill in effectively managing multiple priorities in a high volume work environment.
Skill in using public relations techniques in responding to inquiries and complaints.
Skill in establishing and maintaining effective working relationships with other City employees and the public.

Qualifications:

Requires a Bachelor's Degree from an accredited college or university with major coursework in Human Resource Management, Industrial Relations, Public Administration, Business Administration or a directly related field; and two years of increasingly responsible and technical human resource experience in areas such as recruitment and selection, classification/compensation, or health and safety, or an equivalent combination of education and experience.
AGENDA DESCRIPTION:
Consideration and possible action authorizing the recording of the Notice of Completion and 
authorizing the City Manager to accept completion of work for 36 homes related to the City's 
Residential Sound Insulation Program Group 27 (Project No. RSI 08-09). 
(Final Contract Amount: $879,370.55)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Clerk to file the City's Planning and Building Safety Director's Notices of 
   Completion in the County Recorder's Office;
2. Authorize the City Manager, or designee, to close out Project No. RSI 08-09; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Lists of homes included in Groups 27

FISCAL IMPACT: Included in Adopted Budget

| Amount Budgeted: | $975,040          |
| Additional Appropriation: | N/A            |
| Account Number(s): | 116-400-0000-8960 |

ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
This project is part of the City's Residential Sound Insulation (RSI) Program financed by federal 
grants from the Federal Aviation Administration (FAA) and the settlement agreement with Los 
Angles World Airports (LAWA).

The RSI Program offers modifications to owners of qualifying residential property in the City of 
El Segundo that reduce interior sound levels of noise generated by air traffic from neighboring 
Los Angeles International Airport (LAX).

At its meeting on May 20, 2008 the City Council awarded a construction contract to S&L 
Specialty Contracting, Inc. (S&L) for construction for 36 homes, commonly referred to as Group 
27 of the RSI Program. Work has been completed at each home. The final contract amount 
based on measured quantities is $879,370.55
## Residential Sound Insulation Program
### Group 27

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<td>27.02</td>
<td>900 Cedar Street #302</td>
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<tr>
<td>27.03</td>
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AGENDA DESCRIPTION:

Consideration and possible action to approve logo signs of the Aerospace Corporation and Los Angeles Air Force Base on a pedestrian sign located within the public right-of-way in accordance with the El Segundo Municipal Code. (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:

It is recommended that the City Council (1) approve the proposed First Amendment to the existing lease between the City and Aerospace (Agreement No. 3834, executed on October 30, 2008) to allow signs within the public right-of-way; and (2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Draft First Amendment to Agreement No. 3834;
2. Agreement No. 3834, dated October 30, 2008;
3. Graphical depictions of proposed logo signs from LAAFB and Aerospace Corporation.

FISCAL IMPACT: None

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

ORIGINATED BY: Kimberly Christensen, Planning Manager
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

In October 2008, the City leased public right-of-way to the Aerospace Corporation over El Segundo Boulevard. This lease allows Aerospace to construct a private pedestrian overpass between its facility and the Los Angeles Air Force Base.

Aerospace and LAAFB requested that the City allow four logo signs to be installed on the pedestrian overpass. El Segundo Municipal Code ("ESMC") § 15-18-2-5 generally requires City Council approval for any signs erected within the public right-of-way.

Two of the proposed logo signs would be placed on the east and west sides of the northern tower and two would be placed on the east and west sides of the southern tower. The two logo signs on the northern tower depict the Los Angeles Air Force Base "Space & Missile Systems Center" logo. They are 35.4 square feet each. The two logo signs on the southern tower depict the Aerospace Corporation logo. They are 38.5 square feet each. Both the "Space & Missile
The "Systems Center" logo and the Aerospace logo are fabricated stainless steel symbols with illuminated faces.

The logo signs proposed by Aerospace generally meet the City's requirements for private development. If desirable, therefore, the City Council could allow these signs to be placed upon the private pedestrian bridge by amending the existing lease. A copy of the lease, draft amendment, and proposed signs are included with this report for consideration.
FIRST AMENDMENT TO
AGREEMENT NO. 3834 BETWEEN
THE CITY OF EL SEGUNDO AND
THE AEROSPACE CORPORATION

THIS FIRST AMENDMENT ("Amendment") is made and entered into this ___ day of January 2009, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and THE AEROSPACE CORPORATION, a California nonprofit corporation ("LESSEE").

1. Pursuant to Section 27 of Agreement No. 3834 ("Agreement"), Section 5 is amended to read as follows:

"5. USE OF PROPERTY. Subject to the limitations listed below, LESSEE may use the Property for a private pedestrian walkway over El Segundo Boulevard. The Property may not be used for any other purpose. The pedestrian walkway will be inaccessible to the public and will only be used by employees of The Aerospace Corporation and the Los Angeles Air Force Base. In accordance with El Segundo Municipal Code ("ESMC") § 15-18-2-5, LESSEE may erect signs ("Signs") upon the Property as graphically depicted in attached Exhibit "B," which is incorporated by reference. Such Signs must be constructed in accordance with the ESMC and their installation must be approved by CITY’s Public Works Director."

2. Pursuant to Section 27 of the Agreement, the attached Exhibit "B," which is incorporated by reference, is added to the Agreement.

3. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. Except as modified by this Amendment, all other terms and conditions of Agreement No. 3834 remain the same.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

Jack Wayt, City Manager

THE AEROSPACE CORPORATION

Daniel S. Barbee
ATTEST:

________________________
Cindy Mortesen, City Clerk

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

By: _______________________
    Karl H. Berger, Assistant City Attorney
LEASE AGREEMENT BETWEEN THE
CITY OF EL SEGUNDO AND
THE AEROSPACE CORPORATION

THIS LEASE is made and executed this 30th day of October, 2008, between
CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY"), and
THE AEROSPACE CORPORATION, a California nonprofit corporation ("LESSEE").

1. RECITALS. This Lease is made with reference to the following facts and
objectives:

A. LESSEE, a California nonprofit corporation operating in El Segundo for over
forty years, desires to construct a private pedestrian bridge over El Segundo
Boulevard that connects to its primary customer, The Los Angeles Air Force
Base; and

B. The construction of this bridge would add to the safety and security of
employees of both companies as well as CITY; and

C. The right to the airspace above El Segundo Boulevard where the bridge will
reside is technically owned and controlled by CITY.

2. LEASE; DESCRIPTION OF PROPERTY. CITY leases to LESSEE to use, on the
terms and conditions of this Lease, portions of real property identified in attached Exhibit
"A" ("Property"), which is incorporated by reference.

3. RENT. LESSEE agrees to pay to CITY as rental for the Property the sum of one
dollars ($1.00) per year, payable in advance on January 1 of each year during the term.

4. TERM. The term of this Lease is fifty (50) years, with a fifty (50) year renewal
option at the request of LESSEE at the same rate.

5. USE OF PROPERTY. Subject to the limitations listed below, LESSEE may use the
Property for a private pedestrian walkway over El Segundo Boulevard. The Property
may not be used for any other purpose. The pedestrian walkway will be inaccessible to
the public and will only be used by employees of The Aerospace Corporation and the Los
Angeles Air Force Base.

6. HAZARDOUS WASTE. CITY has not, nor, to CITY’s knowledge, has any third
party used, generated, stored, or disposed of, or permitted the use, generation, storage, or
disposal of, any hazardous material (as defined below) on, under, or within the Property
in violation of any law or regulation. LESSEE agrees that it will not use, generate, store,
or dispose of any hazardous material (as defined below) on, under, or within the Property
in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as
provided in this Lease, against any and all losses, liabilities, claims, and/or costs arising
from any breach by LESSEE of any warranty or agreement contained in this section. As
used in this section, “hazardous material” means any substance, chemical or waste that is
identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

7. POSSESSORY INTEREST TAXES. LESSEE is informed by CITY pursuant to Revenue and Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. LESSEE may not deduct such amount from payments to CITY.

8. QUIET ENJOYMENT. CITY agrees that LESSEE, upon making payments to be paid by LESSEE under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Lease will lawfully and quietly hold, occupy, and enjoy the Property during the term of this Lease.

9. CITY’S LIMITED WARRANTY. CITY warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this agreement and perform its terms and conditions and has the legal right, power and authority to grant all of the rights granted herein.

10. TERMINATION. This Lease may be terminated as follows:

A. At the expiration of the term; or

B. Upon mutual written agreement between the parties.

C. Within thirty (30) days after termination, or such other time as mutually agreed to by the parties, LESSEE must remove its pedestrian bridge from the Property at no cost to CITY.

11. SALE OR TRANSFER BY CITY. Should CITY, at any time during the term of this Lease, sell, lease, transfer, or otherwise convey all or any part of the Property to any transferee other than LESSEE, then such transfer will be under and subject to this Lease and all of LESSEE’s rights hereunder.

12. RELOCATION BENEFITS. LESSEE acknowledges that it was informed that CITY is a public entity and that the Property was previously acquired by CITY for a public purpose. LESSEE further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination when the Property is needed by CITY. LESSEE acknowledges that at the time of any termination of this Lease, LESSEE will not be a “displaced person” entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

13. NO PUBLIC PROJECT. All rights given to LESSEE pursuant to this Lease are for LESSEE’s use of the public property identified herein. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk; LESSEE is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.
14. **FORCE MAJEURE.** Should performance of this Lease be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either party to the other.

15. **ALTERATIONS, MECHANICS' LIENS.** LESSEE will keep the property free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

16. **ASSIGNMENT AND SUBLetting.** This Lease may be assigned or transferred by LESSEE to a successor in interest upon CITY's written consent which will not be unreasonably withheld. CITY's city manager may execute such written consent on CITY's behalf.

17. **HOLLOVER.** If LESSEE holds possession of the Property after the initial term, or any option, expires, with CITY's written consent, LESSEE will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Lease.

15. **INDEMNIFICATION.**

   A. LESSEE indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease, or its performance, except for CITY's sole active negligence. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance, pursuant to this Lease, LESSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

   B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.

   C. LESSEE expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

   D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Lease.

   E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 18 below, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to this Lease, including but not limited to the provisions concerning indemnification.
18. INSURANCE. LESSEE must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE’s performance in the amount of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as “additional insureds” under said insurance coverage, to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

C. LESSEE will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”

19. COMPLIANCE WITH LAW. LESSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction that LESSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between CITY and LESSEE.

20. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

21. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:
LESSEE at:  Daniel S. Barbee – The Aerospace Corporation  
2350 E. El Segundo Blvd., M2-333  
El Segundo, CA 90245  

CITY at:  Public Works Director  
350 Main Street  
El Segundo, California 90245  

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

22. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that agreements ancillary to this Lease and related documents to be entered into in connection with this Lease will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

23. GOVERNING LAW. This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Los Angeles County.

24. PARTIAL INVALIDITY. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease will remain in effect, unimpaired by the holding.

25. INTEGRATION. This instrument and its attachments constitute the sole agreement between CITY and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of CITY and LESSEE. Any Lease or representations respecting the Property or its licensing by CITY to LESSEE not expressly set forth in this instrument are void. There is one (1) attachment to this Lease.

26. CONSTRUCTION. The language of each part of this Lease will be construed simply and according to its fair meaning, and this Lease will never be construed either for or against either party.

27. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY’s city manager, or designee, may execute any such amendment on behalf of CITY.

28. COUNTERPARTS. This Lease may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.
IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

Jack Wayt, City Manager

THE AEROSPACE CORPORATION

Daniel S. Barbee, General Manager, Facilities Division

Dan S. Barbee

Taxpayer ID No. 95-2102389

ATTEST:

Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

MARK D. HENSELEY, City Attorney

By:

Karl H. Berger, Assistant City Attorney
EXHIBIT A

LEGAL DESCRIPTION

BRIDGE EASEMENT – PARCELS 1, 2 AND 3

Parcel 1
A strip of land 23.90 feet wide, over that portion of the Northeast Quarter of the Northeast
Quarter of Section 18, Township 3 South, Range 14 West of the Rancho Sausal Redondo in
the City of El Segundo, County of Los Angeles, State of California as per map filed in Case
No. 11629 of the Superior Court of said County on June 21, 1890 in the office of the County
Clerk of said County, a copy of which map is filed with the County Surveyor of said County
as Clerk’s Filed Map No. 218, lying 16.75 feet westerly and 7.15 feet easterly of the
following described line:

Beginning at a point on the centerline of El Segundo Boulevard, distant thereon South
89°55′22″ East 334.47 feet from the centerline intersection of Douglas Street and said El
Segundo Boulevard as said intersection is shown on Tract No. 26556, in said City as per map
filed in book 675, pages 93 and 94 of Maps, records of said County; thence South 00°00′00″
East 61.89 feet to the intersection of the southerly line of the variable width right of way to
said City per document recorded May 28, 1987 as Instrument No. 87-833998, Official
Records of said County and the True Point of Beginning; thence South 00°00′00″ East 27.74
feet.

Excepting therefrom that portion lying below an elevation of 200 feet of the subsurface
vertically in depth below the surface.

The northerly lines of said strip shall terminate in said southerly line of the variable width
right of way to said City per document recorded May 28, 1987 as Instrument No. 87-833998.

Parcel 2
A strip of land 11.50 feet wide over that portion of the Northeast Quarter of the Northeast Quarter of Section 18, Township 3 South, Range 14 West of the Rancho Sausal Redondo in the City of El Segundo, County of Los Angeles, State of California as per map filed in Case No. 11629 of the Superior Court of said County on June 21, 1890 in the office of the County Clerk of said County, a copy of which map is filed with the County Surveyor of said County as Clerk's Filed Map No. 218, the centerline of which is described as follows:

Beginning at a point on the centerline of El Segundo Boulevard, distant thereon South 89°55′22″ East 334.47 feet from the centerline intersection of Douglas Street and said El Segundo Boulevard as said intersection is shown on Tract No. 26556, in said City as per map filed in book 675, pages 93 and 94 of Maps, records of said County; thence South 00°00′00″ East 89.63 feet and the True Point of Beginning; thence South 00°00′00″ East 56.62 feet.

Excepting therefrom that portion lying below an elevation of 112.20 feet and that portion lying above an elevation of 125.00 feet based upon Los Angeles County Benchmark No. Y10960, Hawthorne Quad, described as a Los Angeles County Department of Public Works Benchmark Tag in south catch basin on El Segundo Boulevard 13.4 meters south of the centerline and 5.5 meters west of the centerline prolongation of La Cienega Boulevard, shown as having an elevation of 91.614 feet (1995 Adjustment, NAVD88).

Parcel 3

A strip of land 12.00 feet wide, over that portion of the Northeast Quarter of the Northeast Quarter of Section 18, Township 3 South, Range 14 West of the Rancho Sausal Redondo in the City of El Segundo, County of Los Angeles, State of California as per map filed in Case No. 11629 of the Superior Court of said County on June 21, 1890 in the office of the County Clerk of said County, a copy of which map is filed with the County Surveyor of said County as Clerk's Filed Map No. 218, and that portion of the Southeast Quarter of Section 7 of said Township 3 South, Range 14 West, the centerline of which is described as follows:
Beginning at a point on the centerline of El Segundo Boulevard, distant thereon South 89°55'22" East 334.47 feet from the centerline intersection of Douglas Street and said El Segundo Boulevard as said intersection is shown on Tract No. 26556, in said City as per map filed in book 675, pages 93 and 94 of Maps, records of said County; thence South 00°00'00" East 61.89 feet to the intersection of the southerly line of the variable width right of way to said City per document recorded May 28, 1987 as Instrument No. 87-833998, Official Records of said County and the True Point of Beginning; thence North 00°00'00" West 111.89 feet to a line parallel with and 50.00 feet northerly of said centerline of El Segundo Boulevard.

Excepting therefrom that portion lying below an elevation of 114.20 feet and that portion lying above an elevation of 125.00 feet based upon Los Angeles County Benchmark No. Y10960, Hawthorne Quad, described as a Los Angeles County Department of Public Works Benchmark Tag in south catch basin on El Segundo Boulevard 13.4 meters south of the centerline and 5.5 meters west of the centerline prolongation of La Cienega Boulevard, shown as having an elevation of 91.614 feet (1995 Adjustment, NAVD88).

This legal description is delineated on accompanying "Exhibit B-1 – Bridge Easement – Parcels 1, 2 & 3" and "Exhibit B-2 – Bridge Easement – Parcels 1, 2 & 3", is made a part hereof for reference purposes and is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of

John Chiappe, Jr., PLS 7230
PSOMAS
10/27/2008
Date

Sheet 3 of 3
PRIMARY ELECTRICAL POWER TO BE PROVIDED BY GENERAL CONTRACTOR BEHIND WALL.

FABRICATOR TO VERIFY EXISTING CONDITIONS PRIOR TO FABRICATION.

FABRICATOR TO COORDINATE ELECTRICAL REQUIREMENTS WITH GENERAL CONTRACTOR.

FABRICATED STAINLESS STEEL SYMBOL WITH ILLUMINATED FACE.

SYMBOL RETURNS AND RETAINERS TO HAVE HORIZONTAL BRUSHED FINISH.

3/8" WIDE STAINLESS STEEL RETAINERS.

FACE OF SYMBOL TO BE PERFORATED STAINLESS STEEL WITH HORIZONTAL BRUSHED FINISH; PERFORATED PATTERN TO BE 3/4" DIA. 9/64" STAGGERED CENTERS, 36% OPEN AREA. DIAMOND PERFORATED METALS #107-2346-1. PERFORATED FACE TO BE BACKED WITH TRANSLUCENT WHITE ACRYLIC. ACRYLIC COLOR TO BE FLEXGLASS G-CELL CAST 7028 TRANSLUCENT WHITE.

≤ 38.5 sq. ft.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT
MEETING DATE: January 20, 2008
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to award a standard Public Works Contract to the lowest responsible bidder, Fleming Environmental, Inc., to install an Enhanced Vapor Recovery (EVR) system at the fueling station located at the City Facility Maintenance (150 Illinois Street). Project No. PW 08-16 (Fiscal Impact: $65,975.00)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute a standard Public Works Contract in a form as approved by the City Attorney with Fleming Environmental, Inc., in the amount of $65,975.00
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: Included in Adopted Budget
Amount Requested: $72,572.50
Additional Appropriation: Yes
Account Number(s): 405-400-0000-6215

ORIGINATED BY: Maryam M. Jonas, Principal Civil Engineer
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On December 16, 2008, the City Council adopted plans and specifications and authorized staff to advertise the project for competitive bids.

On January 8, 2009, the City Clerk received and opened the following Two (2) bids:

1. Fleming Environmental, Inc. $65,975.00
2. Advanced Environmental Services, Inc. $66,913.69

As part of the compliance with the South Coast Air Quality Management District (SCAQMD) rule 461, the City is required to upgrade the EVR systems at all the gasoline transfer and dispensing facilities by April 1, 2009. The recommended contract will provide for the installation of the EVR equipment for gasoline vapor control at the two 10,000 gallon gasoline tanks located
at the Public Works Facility Maintenance. It also includes obtaining all required permits for compliance.

Staff has contacted references of the lowest responsible bidder and has received favorable responses. Staff recommends awarding the contract to the lowest responsible bidder, Fleming Environmental, Inc., in the amount of $65,975.00.

This project is funded through the FY 2008-2009 approved government building repair and maintenance fund. The total amount ($72,572.50) requested includes the contract amount of $65,975.00 and an additional 10% to cover the unforeseeable construction related contingencies.
AGENDA DESCRIPTION:
Consideration and possible action regarding the award of a Standard Public Works Contract to Sign Source, Inc. for the Wayfinding Signage Project, PW 08-17. (Fiscal Impact: $109,950.05)

RECOMMENDED COUNCIL ACTION:
(1) Authorize the City Manager to execute a Standard Public Works Contract in a form approved by the City Attorney with Sign Source, Inc. in the amount of $109,950.05.
(2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
N/A

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $110,000.00
Additional Appropriation: N/A
Account Number(s): 001-400-2901-6201

ORIGINATED BY: Lauren Mahakian, Senior Administrative Analyst
REVIEWED BY: Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On October 21, 2008 City Council approved the plans and specifications and authorized staff to advertise the project for competitive bids.
On January 13, 2009, the City Clerk received the following three bids:

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<tbody>
<tr>
<td>AHR/Ampersand</td>
<td>$177,262.00</td>
</tr>
<tr>
<td>Sign Source, Inc.</td>
<td>$109,950.05</td>
</tr>
<tr>
<td>Fluoresco Lighting &amp; Signs</td>
<td>$115,538.26</td>
</tr>
</tbody>
</table>

The recommended contract includes the fabrication and installation of the Downtown Wayfinding Signage Project consisting of 57 signs including four (4) Welcome to Downtown El Segundo signs, 44 directional signs, and nine (9) public parking signs.

Staff has contacted the references of Sign Source, Inc. and has received favorable responses. Staff recommends awarding the contract to the lowest responsible bidder, Sign Source, Inc. in the amount of $109,950.05.