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.

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, FEBRUARY 17, 2009 - 5:00 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.

Next Resolution # 4591
Next Ordinance # 1427
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): -1- 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): -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
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, FEBRUARY 17, 2009 - 7:00 P.M.

Next Resolution # 4591
Next Ordinance # 1427

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Father Alexei Smith, St. Andrews Russian Greek Catholic Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Eric Busch
PRESENTATIONS

ROLL CALL

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

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 introduce and waive first reading of a Floodplain Management Ordinance for the City of El Segundo. (Fiscal Impact: None)

Recommendation – (1) Open public hearing; (2) Consider evidence submitted during the public hearing; (3) Introduce and waive first reading by title only of the proposed Ordinance; (4) Schedule second reading and adoption of Ordinance on March 3, 2009; (5) Alternatively, discuss and take other possible related action to this item.

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.
2. Warrant Numbers 2570051 to 2570257 on Register No. 9 in the total amount of $1,070,997.49 and Wire Transfers from 01/24/09 to 02/05/09 in the total amount of $1,742,523.63. 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.


4. Consideration and possible action regarding adoption of a Resolution authorizing the City Manager to bid and award contracts for equipment and vehicles funded in the FY 2008-2009 Equipment Replacement Fund and approval to retire and surplus identified equipment and vehicles. (Fiscal Impact: $700,200) Recommendation – (1) Adoption of Resolution; (2) Authorize Mayor to sign the Resolution; (3) Authorize staff to surplus and sell equipment and vehicles identified in Exhibit “A”; (4) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action regarding the Fiscal Year 2008-2009 First Quarter Financial Review. (Fiscal Impact: None) Recommendation – (1) Receive and file the FY 2008-2009 First Quarter staff report; (2) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action regarding a request from Mattel, Inc. to maintain two, five hundred four (504) square-foot wall signs on a rotating basis on the south side of the parking structure located at 333 Continental Boulevard. Applicant: Mattel, Inc. (Fiscal Impact: None) Recommendation – (1) Approve Mattel’s request to maintain two, five hundred four (504) square-foot wall signs; (2) Alternatively, discuss and take other possible action related to this item.
7. Consideration and possible action regarding adoption of a Resolution of the City Council authorizing the City's membership in the Los Angeles Regional Interoperable Communications System Joint Powers Agreement. (Fiscal Impact: None at this time)

Recommendation – (1) Adopt Resolution authorizing the City’s membership in the Los Angeles Regional Interoperable Communications System (LA RICS) Joint Powers Agreement (JPA) authorizing the City's membership in LA RICS; (2) Authorize the Mayor to execute the JPA; (3) Direct staff to report back on the status of LA-RICS before the adoption of the funding plan with a recommendation on whether to continue the City's membership in the JPA at that time; (4) Alternatively discuss and take other action related to this item. (5) Alternatively, discuss and take other possible action related to this item.

8. Consideration and possible action to adopt, and waive second reading, of Ordinance No. 1426 amending the parking time limits within the Parking Structure located at 121 West Grand Avenue. (Fiscal Impact: None)

Recommendation – (1) Waive second reading and adopt an ordinance amending El Segundo Municipal Code (“ESMC”) section 8-5E-5; (2) Alternatively, take such additional, related, action that may be desirable.

9. Consideration and possible action to adopt a resolution required by a four-fifths vote to authorize a no-bid public works contract for the emergency repair of a 24-inch diameter storm drain at Vista Del Mar. (Fiscal Impact: $69,000)

Recommendation – (1) Adopt a Resolution by four-fifths vote to authorize a no-bid public works contract for emergency repairs; (2) Authorize the City Manager to award a contract to Sequel Contractors for the bid amount of $60,000 to remove and replace a 24” corrugated metal storm drain line and damaged asphalt; (3) Approve a project budget of $69,000 which includes a 15% contingency; (4) Alternatively, discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA
F. NEW BUSINESS

10. Consideration of whether to deny a request to amend Development Agreement No. 00-2 (the “DA”), adopted March 20, 2001 between the City of El Segundo and W9/SEP Real Estate Limited Partnership affecting the property located at the southeast corner of Sepulveda Boulevard and Walnut Avenue, commonly known as 888 North Sepulveda Boulevard, 892 North Sepulveda Boulevard, and 898 North Sepulveda Boulevard (collectively, the “Site”). Applicant: Trammell Crow Company. (Fiscal Impact: None)

Recommendation – (1) Consider whether to deny a request by the Trammell Crow Company to amend Development Agreement No. 00-2 which allows construction of a six (6)-story, 120,610 square foot building; (2) Alternatively receive and file this report. If the City Council does not deny the request, the applicant may submit a full application, including, without limitation, environmental documentation to comply with the requirements of the California Environmental Quality Act (“CEQA”), a Development Agreement Amendment, and a Conditional Use Permit; (3) Alternatively, discuss and take other possible action related to this item.

11. Consideration and possible action regarding acceptance of a $2,800,000 grant from the Federal Aviation Administration (FAA) to be used for the Residential Sound Insulation (RSI) Program.

Recommendation – (1) Accept a grant from the Federal Aviation Administration (FAA) in the amount of $2,800,000; (2) Authorize the Mayor to execute the FAA Grant Agreement; (3) Alternatively discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS
Council Member Brann –

Council Member Fisher –

Council Member Jacobson –

Mayor Pro Tem Busch –

Mayor McDowell –

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MEMORIALS –

CLOSED SESSION

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REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED: 
DATE: Feb. 11, 2009
TIME: 4:15 p.m.
NAME: [Signature]
AGENDA DESCRIPTION:
Consideration and possible action to introduce and waive first reading of a Floodplain Management Ordinance for the City of El Segundo. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Open public hearing;
2. Consider evidence submitted during the public hearing;
3. Introduce and waive first reading of the proposed Ordinance;
4. Schedule second reading and adoption of Ordinance on March 3, 2009; and/or
5. Alternatively, discuss and take other possible related action to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Floodplain Management Ordinance
2. Flood Insurance Rate Map Panel 1770F

FISCAL IMPACT: None

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

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

BACKGROUND AND DISCUSSION:

I. Background

The proposed project is an ordinance to adopt floodplain management regulations for Special Flood Hazard Areas within the City of El Segundo. On September 26, 2008, the Federal Emergency Management Agency ("FEMA") adopted updated Flood Insurance Rate Maps for Los Angeles County that identify Special Flood Hazard Areas. A Special Flood Hazard Area, known as Zone "A," on the FEMA Flood Insurance Rate Maps was identified along the El Segundo shoreline of the Pacific Ocean and currently appears to only impact publicly-owned properties. Adoption of floodplain management regulations allows the City to remain eligible for the National Flood Insurance Program (NFIP).

The NFIP was established by the National Flood Insurance Act of 1968. The Federal Insurance and Mitigation Administration, a division of FEMA, is responsible for managing the NFIP. The
three basic components of the NFIP are: identifying and mapping flood-prone areas, requiring that communities adopt and enforce floodplain management regulations, and providing flood insurance. The NFIP makes flood insurance available to properties within communities that adopt floodplain management ordinances meeting Federal guidelines. Currently thousands of communities across the United States voluntarily participate in the NFIP by adopting and enforcing floodplain management regulations to reduce future flood damage. Flood insurance under the NFIP is sold to property owners through state licensed insurance agents and brokers who deal directly with FEMA. The NFIP is not the only source of flood insurance, however, the potential for catastrophic damage from flooding has kept most private market insurers from writing flood coverage.

II. Analysis

FEMA identifies and maps flood hazard areas across the nation by conducting flood hazard studies and publishing Flood Insurance Rate Maps (FIRMs). FEMA adopted an updated FIRM for Los Angeles County on September 26, 2008. The updated map identifies a portion of the City of El Segundo beach as a Special Flood Hazard Area (SFHA). A SFHA is an area that has a one percent or greater chance of flooding in any given year. The NFIP requires that communities that contain a SFHA must adopt a floodplain ordinance and regulate all development in the SFHA in order to remain eligible for Federal flood insurance. Consequently, the City of El Segundo must adopt and enforce a floodplain management regulation which meets the requirements of Title 44, part 60 of the Code of Federal Regulations in order for City property owners to be eligible to purchase federally-subsidized flood insurance. While the SFHA currently appears to only include publicly-owned properties, it is advisable to adopt the standards to deal with the possibility that at some future date a private property owner may need to purchase federally subsidized flood insurance.

FEMA originally set a deadline of September 26, 2008 for local agencies to adopt floodplain management regulations. The City did not meet the established deadline. In order to receive additional time to complete the adoption of the necessary regulations, the City Manager sent FEMA a letter (dated September 17, 2008) indicating that the City will not issue any building permits within SFHA areas until a floodplain management ordinance is adopted and in effect.

In order to meet the NFIP requirements other nearby beach communities have adopted floodplain ordinances that are based on the California Model Floodplain Management Ordinance developed by the Department of Water Resources. The intent of the model ordinance is to protect the environment and the public from flood damage by setting more stringent construction and development standards in areas where FEMA has determined special flood hazards exist. As written, this model ordinance contains many requirements that would not affect development in the City of El Segundo’s mapped floodplain area. Since the City’s floodplain area consists of public open space, all the requirements of the ordinance regarding residential development, manufactured homes, subdivision and recreational vehicles are not applicable within the City’s mapped flood zone area. Staff has discussed removing these regulations from the model ordinance with federal planners tasked with facilitating local agency adoption of floodplain ordinances that meet federal requirements. The recommendation was to adopt the model ordinance with little modification. This approach was recommended to deal with possible future changes to the FIRM that could place additional areas in the City in the flood hazard area.
City staff forwarded the draft Ordinance to FEMA Section IX staff for review before this meeting. FEMA staff verified that the proposed Ordinance meets the requirements for participation in the Insurance program. After adoption, a copy the Ordinance will be sent to FEMA to verify the City’s compliance with federal requirements for flood insurance program participation.

III. General Plan Consistency

The Floodplain Management Ordinance is consistent with General Plan Goals, Objectives, and Policies related to the Public Safety Element of the General Plan. Specifically, the amendment is consistent with Public Safety Element Goals, Objectives and Policies that include: Goal PS2, Policy PS2-1.4 “Identify potential high-risk inundation coastal areas and manage them to reduce risk.” and Goal PS5, Objective PS5-1 “It is the Objective of the City of El Segundo that the City improve flood control systems and provide adequate protection in areas subject to inundation.” The Floodplain Management Ordinance is in compliance with PS2 in that the Floodplain Ordinance regulates construction in order to protect human life and health and minimize damage to structures in special flood hazard areas identified by FEMA. The Floodplain Management Ordinance is in compliance with PS5 in that it requires that new construction in areas vulnerable to floods be protected against flood damage.

IV. Coastal Plan Consistency

The City of El Segundo coastal zone consists of an area of approximately 50 acres in area. The linear extent of beach frontage is slightly less than one mile and the coastal zone in this area is approximately 200 yards in width. The special flood hazard area appears to be roughly contiguous with the portion of the City’s coastal zone designated as “shoreline” area within the City’s Local Coastal Program (LCP). The Floodplain Management Ordinance does not conflict with the City’s adopted LCP policies regarding development in that no additional uses or change to the uses allowed within the shoreline area of the coastal zone will result from the adoption of the Floodplain Management Ordinance. The LCP allows for the construction of beach facilities, such as lifeguard towers and rest room facilities and allows for above or below grade facilities required as part of the operation of coastal dependant energy facilities. The Floodplain Management Ordinance’s effect is limited to requiring that any new construction or substantial improvement to permitted structures will have to comply with the “standards of construction” identified in the Ordinance.

V. Environmental Review

The proposed Ordinance is Categorically 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 of an action taken the City to ensure the maintenance and protection of the environment. Accordingly, the Ordinance constitutes a Class 8 exemption pursuant to CEQA Guidelines §15308.
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-812. Second reading and adoption of the Ordinance would occur on March 3, 2009.
ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE MODEL FLOODPLAIN MANAGEMENT ORDINANCE FOR SPECIAL FLOOD HAZARDS WITHIN THE CITY IN ORDER TO MAINTAIN ELIGIBILITY WITHIN THE NATIONAL FLOOD INSURANCE PROGRAM (ENVIRONMENTAL ASSESSMENT NO. 812).

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

SECTION 1: The City Council finds and declares that:

A. The special flood hazard areas of El Segundo are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare;

B. These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses;

C. In order for City residents to be eligible to purchase federally-subsidized flood insurance, cities must adopt floodplain management regulations which meet or exceed the requirements set forth in Title 44, Part 60 of the Code of Federal Regulations;

D. On December 12, 2008 the City of El Segundo filed an application for an Environmental Assessment (EA-812) for Floodplain Management Regulations for areas of special flood hazards within the City of El Segundo;

E. 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);

F. On February 17, 2009, the City Council held a public hearing regarding the Ordinance for Floodplain Management Regulations. Based on the evidence submitted during the City Council public hearing, staff recommendations, and Council deliberations, it is in the public interest to
adopt this Ordinance;

G. The adoption of this Ordinance will allow residents of the City of El Segundo to remain eligible to purchase flood insurance through the National Flood Insurance Program. The Ordinance meets the minimum standards set forth in Title 44, Section 60.3 of the Code of Federal Regulations;

SECTION 2: General Plan Consistency. The Floodplain Management Ordinance is consistent with General Plan Goals, Objectives and Policies related to the Public Safety Element of the General Plan. Specifically, the amendment is consistent with Public Safety Element Goals, Objectives and Policies that include: Goal PS2, Policy PS2-1.4 “Identify potential high-risk inundation coastal areas and manage them to reduce risk.” and Goal PS5, Objective PS5-1 “It is the Objective of the City of El Segundo that the City improve flood control systems and provide adequate protection in areas subject to inundation.” The Floodplain Management Ordinance complies with PS2 in that the Floodplain Ordinance regulates construction in order to protect human life and health and minimize damage to structures in special flood hazard areas identified and mapped by the Federal Emergency Management Agency (FEMA). The Floodplain Management Ordinance complies with PS5 in that it requires that new construction in areas vulnerable to floods be protected against flood damage.

SECTION 3: Coastal Plan Consistency. The City of El Segundo coastal zone consists of an area of approximately 50 acres in area. The linear extent of beach frontage is slightly less than one mile and the coastal zone in this area is approximately 200 yards in width. The special flood hazard area appears to be roughly contiguous with the portion of the City’s coastal zone designated as “shoreline” area within the City’s Local Coastal Program (LCP). The Floodplain Management Ordinance does not conflict with the City’s adopted LCP policies regarding development in that no additional uses or change to the uses allowed within the shoreline area of the coastal zone will result from the adoption of the Ordinance. The LCP allows for the construction of beach facilities, such as lifeguard towers and rest room facilities and allows for above or below grade facilities required as part of the operation of coastal dependant energy facilities. The Floodplain Management Ordinance’s effect is limited to requiring that any new construction or substantial improvement to existing structures will have to comply with the “standards of construction” identified in the Ordinance.

SECTION 4: Environmental Assessment. The City Council determines that this Ordinance is Categorically 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 of an action taken the City to ensure the maintenance and protection of the environment. Accordingly, the Ordinance constitutes a Class 8 exemption pursuant to CEQA Guidelines § 15308.

SECTION 5: The Model Ordinance for Floodplain Management, attached as Exhibit “A,”
and incorporated by reference, is adopted. The City Manager is authorized to promulgate such administrative policies and procedures that may be required to implement this Ordinance.

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

SECTION 7: Limitations. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 8: Repeal or amendment of any provision of the ESMC 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 9: If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other City Ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 10: 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 11: 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:

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 Ordinance No. _______ was duly introduced by said City Council at a regular meeting held on the _____ day of _____________, 2009, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the _____ day of _____________, 2009, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________
Cindy Mortesen, City Clerk

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

By:
Karl H. Berger
Assistant City Attorney
EXHIBIT “A”
FLOODPLAIN MANAGEMENT REGULATIONS

SECTION 1.0
PURPOSE AND METHODS

1.1 STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the community to all publicly and privately owned land within flood prone, mudslide [i.e. mudflow] or flood related erosion areas. These regulations are designed to:

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize prolonged business interruptions;

E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;

F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;

G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and

H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

1.2 METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance includes regulations to:

A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;

B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;

D. Control filling, grading, dredging, and other development which may increase flood damage; and

E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.
SECTION 2.0
DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"A zone" - see "Special flood hazard area".

"Accessory structure" means a structure that is either:

1. Solely for the parking of no more than 2 cars; or

2. A small, low cost shed for limited storage, less than 150 square feet and $1,500 in value.

"Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

"Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

"Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" - See "Special flood hazard area."

"Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this ordinance.

"Base flood elevation" (BFE) means the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

"Basement" means any area of the building having its floor subgrade - i.e., below ground level - on all sides.
"Breakaway walls" are any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by flood waters. A breakaway wall shall have a safe design loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:

1. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

2. The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

"Building" - see "Structure".

"Coastal high hazard area" means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. It is an area subject to high velocity waters, including coastal and tidal inundation or tsunamis. The area is designated on a Flood Insurance Rate Map (FIRM) as Zone V1-V30, VE, or V.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 26, 2008.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood, flooding, or flood water" means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or run-off of surface waters from any source; and/or mudslides (i.e., mudflows); and

2. The condition resulting from flood-related erosion.

"Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.
"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

"Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source - see "Flood." 

"Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain management regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. For guidelines on dry and wet floodproofing, see the applicable FEMA Technical Bulletins TB-1, TB-3 and TB-7.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory Floodway."

"Floodway fringe" is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.

"Fraud and victimization" as related to Section 6.0, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the City Council will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

"Governing body" is the local governing unit, i.e. county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.
"Hardship" as related to Section 6 means the exceptional hardship that would result from a failure to grant the requested variance. The City Council requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see "Basement" definition).

1. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
   a. The flood openings standard in Section 5.1.C.3;
   b. The anchoring standards in Section 5.1.A;
   c. The construction materials and methods standards in Section 5.1.B; and
   d. The standards for utilities in Section 5.2.

2. For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see "Basement" definition). This prohibition includes below-grade garages and storage areas.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent
chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Market value" is defined in the City of El Segundo substantial damage/ improvement procedures. See Section 4.2.B.1.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction", for floodplain management purposes, means structures for which the "start of construction" commenced on or after September 26, 2008, and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 26, 2008.

"Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

"One-hundred-year flood" or "100-year flood" - see "Base flood."

"Primary frontal dune" means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively mild slope.

"Program deficiency" means a defect in a community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.

"Public safety and nuisance" as related to Section 6, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
"Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing State or Federal financial exposure with regard to the structure or other development.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Sand dunes" mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

"Sheet flow area" - see "Area of shallow flooding."

"Special flood hazard area (SFHA)" means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

"Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"V zone" - see "Coastal high hazard area."
"Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

"Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.
SECTION 3.0
GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all areas of special flood hazards within the jurisdiction of the City of El Segundo.

3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the "Flood Insurance Study (FIS) for Los Angeles County, California and Incorporated Areas" dated September 26, 2008, with accompanying Flood Insurance Rate Maps (FIRM's) and Flood Boundary and Floodway Maps (FBFM's), dated September 26, 2008, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the City Council by the Floodplain Administrator. The study, FIRM's and FBFM's are on file at the Department of Planning and Building Safety, 350 Main Street, El Segundo, CA.

3.3 COMPLIANCE.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards) shall constitute a misdemeanor. Nothing herein shall prevent the City Council from taking such lawful action as is necessary to prevent or remedy any violation.

3.4 ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:
A. Considered as minimum requirements;
B. Liberally construed in favor of the governing body; and
C. Deemed neither to limit nor repeal any other powers granted under state statutes.

3.6 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of El Segundo, any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

3.7 SEVERABILITY.

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.
4.1 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The City Manager or his/her authorized designee is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accord with its provisions.

4.2 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following:

A. Permit Review.

Review all development permits to determine:

1. Permit requirements of this ordinance have been satisfied, including determination of substantial improvement and substantial damage of existing structures;

2. All other required state and federal permits have been obtained;

3. The site is reasonably safe from flooding;

4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than 1 foot at any point within the City of El Segundo; and

5. All Letters of Map Revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, "Answers to Questions About Substantially Damaged Buildings," develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining "Market Value."

2. Assure procedures are coordinated with other departments/divisions and implemented by community staff.

C. Review, Use and Development of Other Base Flood Data.

When base flood elevation data has not been provided in accordance with Section 3.2, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Section 5.

NOTE: A base flood elevation may be obtained using one of two methods from the FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas – A Guide for Obtaining and Developing Base (100-year) Flood Elevations."
D. Notification of Other Agencies.

1. Alteration or relocation of a watercourse:
   a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
   b. Submit evidence of such notification to the Federal Emergency Management Agency; and
   c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

2. Base Flood Elevation changes due to physical alterations:
   a. Within 6 months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
   b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

3. Changes in corporate boundaries:

   Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

E. Documentation of Floodplain Development.

Obtain and maintain for public inspection and make available as needed the following:

1. Certification required by Section 5.1.C.1 and Section 5.4 (lowest floor elevations);
2. Certification required by Section 5.1.C.2 (elevation or floodproofing of nonresidential structures);
3. Certification required by Sections 5.1.C.3 (wet floodproofing standard);
4. Certification of elevation required by Section 5.3.A.3 (subdivisions and other proposed development standards);
5. Certification required by Section 5.6.B (floodway encroachments);
6. Information required by Section 5.7.F (coastal construction standards); and
7. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

F. Map Determination.

Make interpretations where needed, as to the exact location of the boundaries of the areas of special
flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 4.4.

F. Remedial Action.
Take action to remedy violations of this ordinance as specified in Section 3.3.

G. Biennial Report.
Complete and submit Biennial Report to FEMA.

H. Planning.
Assure community’s General Plan is consistent with floodplain management objectives herein.

4.3 DEVELOPMENT PERMIT.

A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in Section 3.2. Application for a development permit shall be made on forms furnished by the City of El Segundo. The applicant shall provide the following minimum information:

A. Plans in duplicate, drawn to scale, showing:

1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;
2. Proposed locations of water supply, sanitary sewer, and other utilities;
3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;
4. Location of the regulatory floodway when applicable;
5. Base flood elevation information as specified in Section 3.2 or Section 4.2.C;
6. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and
7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 5.1.C.2 of this ordinance and detailed in FEMA Technical Bulletin TB 3-93.

B. Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Section 5.1.C.2.

C. For a crawl-space foundation, location and total net area of foundation openings as required in Section 5.1.C.3 of this ordinance and detailed in FEMA Technical Bulletins 1 and 7.

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

E. All appropriate certifications listed in Section 4.2.E of this ordinance.

4.4 APPEALS.

The City Council of the City of El Segundo shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
SECTION 5.0
PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 STANDARDS OF CONSTRUCTION.

In all areas of special flood hazards the following standards are required:

A. Anchoring.

All new construction and substantial improvements of structures, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

B. Construction Materials and Methods.

All new construction and substantial improvements of structures, including manufactured homes, shall be constructed:

1. With flood resistant materials, and utility equipment resistant to flood damage for areas below the base flood elevation;

2. Using methods and practices that minimize flood damage;

3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

4. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Floodproofing.

1. Residential construction.

   All new construction or substantial improvements of residential structures shall have the lowest floor, including basement:

   a. In AE, AH, A1-30 Zones, elevated to or above the base flood elevation.

   b. In an AO zone, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least 2 feet above the highest adjacent grade if no depth number is specified.

   c. In an A zone, without BFE's specified on the FIRM [unnumbered A zone], elevated to or above the base flood elevation; as determined under Section 4.2.C.

   Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.
2. **Nonresidential construction.**

   All new construction or substantial improvements of nonresidential structures shall either be elevated to conform with [Section 5.1.C.1](#) or:

   a. Be floodproofed, together with attendant utility and sanitary facilities, below the elevation recommended under [Section 5.1.C.1](#), so that the structure is watertight with walls substantially impermeable to the passage of water;

   b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

   c. Be certified by a registered civil engineer or architect that the standards of [Section 5.1 C.2.a & b](#) are satisfied. Such certification shall be provided to the Floodplain Administrator.

3. **Flood openings.**

   All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet the following minimum criteria:

   a. For non-engineered openings:

      1. Have a minimum of two openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

      2. The bottom of all openings shall be no higher than one foot above grade;

      3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; and

      4. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or

   b. Be certified by a registered civil engineer or architect.

4. **Manufactured homes.**

   a. See [Section 5.4](#).
5. **Garages and low cost accessory structures.**

a. Attached garages.

1. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. See Section 5.1.C.3. Areas of the garage below the BFE must be constructed with flood resistant materials. See Section 5.1.B.

2. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.

b. Detached garages and accessory structures.

1. “Accessory structures” used solely for parking (2 car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section 2, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:

   a) Use of the accessory structure must be limited to parking or limited storage;

   b) The portions of the accessory structure located below the BFE must be built using flood-resistant materials;

   c) The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;

   d) Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to or above the BFE;

   e) The accessory structure must comply with floodplain encroachment provisions in Section 5.6; and

   f) The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with Section 5.1.C.3.

2. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 5.1.

5.2 **STANDARDS FOR UTILITIES.**

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:

1. Infiltration of flood waters into the systems; and

2. Discharge from the systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.
5.3 STANDARDS FOR SUBDIVISIONS AND OTHER PROPOSED DEVELOPMENT.

A. All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall:

1. Identify the Special Flood Hazard Areas (SFHA) and Base Flood Elevations (BFE).

2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.

3. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the Floodplain Administrator:

   a. Lowest floor elevation.

   b. Pad elevation.

   c. Lowest adjacent grade.

B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.

C. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

D. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

5.4 STANDARDS FOR MANUFACTURED HOMES.

A. All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:

1. Within Zones A1-30, AH, and AE on the community’s Flood Insurance Rate Map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

2. Within Zones V1-30, V, and VE on the community’s Flood Insurance Rate Map, meet the requirements of Section 5.7.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, AE, V1-30, V, and VE on the community’s Flood Insurance Rate Map that are not subject to the provisions of Section 5.4.A will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:

1. Lowest floor of the manufactured home is at or above the base flood elevation; or

2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade.
Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

5.5 STANDARDS FOR RECREATIONAL VEHICLES.

A. All recreational vehicles placed in Zones A1-30, AH, AE, V1-30 and VE will either:

1. Be on the site for fewer than 180 consecutive days; or

2. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

3. Meet the permit requirements of Section 4.3 of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 5.4.

B. Recreational vehicles placed on sites within Zones V1-30, V, and VE on the community’s Flood Insurance Rate Map will meet the requirements of Section 5.5.A and Section 5.7.

5.6 FLOODWAYS.

Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

A. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than 1 foot at any point within the City of El Segundo.

B. Within an adopted regulatory floodway, the City of El Segundo shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

C. If Sections 5.6.A & B are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Section 5.
5.7 COASTAL HIGH HAZARD AREAS

Within coastal high hazard areas, Zones V, V1-30, and VE, as established under Section 3.2, the following standards shall apply:

A. All new residential and non-residential construction, including substantial improvement/damage, shall be elevated on adequately anchored pilings or columns and securely anchored to such pilings or columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards.

B. All new construction and other development shall be located on the landward side of the reach of mean high tide.

C. All new construction and substantial improvement shall have the space below the lowest floor free of obstructions or constructed with breakaway walls as defined in Section 2 of this ordinance. Such enclosed space shall not be used for human habitation and will be usable solely for parking of vehicles, building access or storage.

D. Fill shall not be used for structural support of buildings.

E. Man-made alteration of sand dunes which would increase potential flood damage is prohibited.

F. The Floodplain Administrator shall obtain and maintain the following records:

1. Certification by a registered engineer or architect that a proposed structure complies with Section 5.7.A; and

2. The elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) of all new and substantially improved structures, and whether such structures contain a basement.
SECTION 6.0
VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES.

The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the City Council of the City of El Segundo to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 CONDITIONS FOR VARIANCES.

A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Sections 4 and 5 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section 2 of this ordinance) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the City Council need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the City Council believes will both provide relief and preserve the integrity of the local ordinance.
E. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and

2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Los Angeles County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

F. The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

6.3 APPEAL BOARD.

A. In passing upon requests for variances, the City Council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and the:

1. Danger that materials may be swept onto other lands to the injury of others;

2. Danger of life and property due to flooding or erosion damage;

3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;

4. Importance of the services provided by the proposed facility to the community;

5. Necessity to the facility of a waterfront location, where applicable;

6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

7. Compatibility of the proposed use with existing and anticipated development;

8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

9. Safety of access to the property in time of flood for ordinary and emergency vehicles;

10. Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and

11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
B. Variances shall only be issued upon a:

1. Showing of good and sufficient cause;

2. Determination that failure to grant the variance would result in exceptional "hardship" to the applicant; and

3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (see "Public safety and nuisance"), cause "fraud and victimization" of the public, or conflict with existing local laws or ordinances.

C. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of Sections 6.3.A through 6.3.D are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

D. Upon consideration of the factors of Section 6.2.A and the purposes of this ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
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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/urgency 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 expenses, reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves

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

FINANCE DIRECTOR: [Signature]  
CITY MANAGER: [Signature]

DATE: 2/09/09

VOID CHECKS DUE TO ALIGNMENT: N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE: 

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR: 

NOTES
CITY OF EL SEGUNDO  
PAYMENTS BY WIRE TRANSFER  
01/24/09 THROUGH 02/05/09

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DATE OF RATIFICATION: 2/17/09  
TOTAL PAYMENTS BY WIRE: 1,742,523.63

Certified as to the accuracy of the wire transfers by:

Jeanne McLeod  
Management Analyst  
2/9/09

Deborah Hull  
Director of Finance  
2/9/09

City Manager  
2/10/09

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, FEBRUARY 3, 2009 - 6:00 P.M.

6:00 P.M. SESSION - CANCELLED

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): -1- 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 §54966.8): - 0-
matter

SPECIAL MATTERS: - 0- matter
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, FEBRUARY 3, 2009 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Father Robert Victoria, Saint Anthony Catholic Church

PLEDGE OF ALLEGIANCE – Council Member Carl Jacobson

PRESENTATIONS

a. Council Member Fisher presented a Proclamation to Nancy Franklin, American Heart Association, declaring February 6, 2009 "Go Red for Women" Day.

b. Presentation of trophies to the 2008 Holiday Parade winners by the El Segundo Chamber of Commerce:

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<thead>
<tr>
<th>Award</th>
<th>Recipient</th>
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<tr>
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<td>Southern California Miata Club</td>
</tr>
<tr>
<td>Best Decorated Vehicle - Children</td>
<td>Boy Scout Troop 762</td>
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<tr>
<td>Dave Jones Award - Children</td>
<td>El Segundo Junior Drama Program</td>
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<tr>
<td>Dave Jones Award - Adult</td>
<td>Pacific Baptist Church</td>
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<tr>
<td>Best Performers - Children</td>
<td>El Segundo Youth Cheer</td>
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<tr>
<td>Best Performers - Adult</td>
<td>South Bay Coastliners</td>
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<tr>
<td>Best Float - Business</td>
<td>1-800-Got-Junk</td>
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<tr>
<td>Best Musical Band - Other</td>
<td>El Segundo Concert Band</td>
</tr>
<tr>
<td>Best Musical Band - High School</td>
<td>El Segundo High School Band</td>
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<tr>
<td>Best Musical Band - Elementary</td>
<td>El Segundo Elementary Band</td>
</tr>
<tr>
<td>Most Original Entry</td>
<td>1931 Helms Truck</td>
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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.

Paula Cook spoke regarding the St. Olaf College Band concert tomorrow evening at El Segundo High School at 7:30 p.m.

A. PROCEDURAL MOTIONS

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

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

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

1. Approved Warrant Numbers 2569836 to 2570050 on Register No. 8 in the total amount of $1,200,502.43 and Wire Transfers from 1/09/09 to 1/23/09 in the total amount of $2,165,102.83. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


3. Approved the exchange of Federal Surface Transportation Program Local Funds (STP-L) for a like amount of Los Angeles County Metropolitan Transportation Authority (LACMTA) Funds in the amount of $401,176.00. (Fiscal Impact: $393,153.00) Authorized the City Manager to execute the Memorandum of Understanding No.3904 approved by the City Attorney.
4. Approved and changed the job classification titles for the Principal Civil Engineer position to Principal Engineer and the Civil Engineering Associate position to Associate Engineer. Adopted Resolution No. 4588 establishing a basic monthly salary for Principal Engineer and Associate Engineer.

5. Adopted Ordinance No. 1425 for Environmental Assessment No. EA-805 and Zone Text Amendment No. 08-02 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)

6. Awarded Contract No. 3903 to S&L Specialty Contracting, Inc. for construction related to Group 30 (21 homes) of the City's Residential Sound Insulation Program (Project No. RSI 08-22). (Estimated construction cost and retention: $702,075) Authorized the City Manager to execute a contract in a form approved by the City Attorney.

7. Amended Professional Service Agreement with Robert Half International in support of Accounts Payable. (Fiscal Impact: $10,000)

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Busch Busch to approve Consent Agenda Items 1, 2, 3, 4, 5, 6 and 7. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

7a. Consideration and possible action to (1) introduce, and waive first reading, of an ordinance amending the parking time limits within the Parking Structure located at 121 West Grand Avenue; (2) adopting a resolution delegating authority to the City Manager, or designee, to designate certain parking stalls as "permit only" stalls; and (3) taking such additional, related, action that may be desirable. (Fiscal Impact: $0)

Mark Hensley, City Attorney, gave a report.

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Fisher to amend the Ordinance to change Section 8-5E-5 parking restriction from 6 p.m. to Midnight. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Mr. Hensley read by title only:

ORDINANCE NO. 1426

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE SECTION 8-5E-5(A) REGULATING PARKING TIME RESTRICTIONS WITHIN SPECIFIED AREAS.
Mayor Pro Tem Busch introduced the ordinance.

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Fisher to adopt Resolution No. 4589 delegating authority to the City Manager, or designee, to identify certain parking stalls as "permit only" stalls. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – Thanked City Manager and Staff for installing the bike rack outside City Hall. Reported on his recent attendance at the League of California Cities Conference. He also noted that the State of California had not yet passed the budget for Fiscal Year 2008-2009.

Council Member Fisher – NONE

Council Member Jacobson – NONE

Mayor Pro Tem Busch – Spoke regarding the upcoming March 7th Arbor Day celebration and planting of trees on Douglas Street.

Mayor McDowell –

8. Consideration and possible action to adopt a resolution supporting the continuation of the Boeing C-17 Globemaster III cargo plane production program at Boeing’s Long Beach manufacturing facility. (Fiscal Impact: None)

MOTION by Mayor McDowell, SECONDED by Council Member Brann to adopt Resolution No. 4590 supporting the continuation of production of the Boeing C-17 Globemaster III cargo plane and authorize appropriate legislative advocacy to promote its continued production in Long Beach, California. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

9. Consideration and possible action to support the South Bay Regional Intermodal Transit Center Project in the reauthorization of Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). (Fiscal Impact: None)
MOTION by Mayor McDowell, SECONDED by Council Member Fisher to approve the City Council's support for the inclusion of the South Bay Regional Intermodal Transit Center Project in the reauthorization of Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Authorized the Mayor to sign a letter indicating the City's strong support for the project.

Dana Greenwood, Public Works Director, gave a brief summary of projects that El Segundo will request funding for.

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. - NONE

MEMORIALS – NONE

CLOSED SESSION – NONE

ADJOURNMENT at 7:35 p.m.

______________________________
Cathy Domann, Deputy City Clerk
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: February 17, 2008
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding adoption of a Resolution authorizing the City Manager to bid and award contracts for equipment and vehicles funded in the FY 2008-2009 Equipment Replacement Fund and approval to retire and surplus identified equipment and vehicles. (Fiscal Impact: $700,200)

RECOMMENDED COUNCIL ACTION:
1. Adoption of Resolution;
2. Authorize Mayor to sign the Resolution;
3. Authorize staff to surplus and sell equipment and vehicles identified in Exhibit “A”;
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution
2. Exhibit “A” – FY 2008-2009 Equipment Replacement Recommendations

FISCAL IMPACT: Included in Adopted Budget

| Amount Budgeted: | $700,200 |
| Additional Appropriation: | N/A |
| Account Number(s): | 601-400-4202-8105 ($216,000) 601-400-4205-8105 ($115,000) |
| | 601-400-4601-8105 ($63,200) 601-400-5102-8105 ($77,000) |
| | 601-400-5292-8105 ($136,000) 601-400-7102-8105 ($28,000) |
| | 601-400-4301-8104 ($65,000) |

ORIGINATED BY: Ron Fajardo, General Services Manager
REVIEWED BY: Dana Greenwood, Director of Public Works
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The City of El Segundo Equipment Replacement Fund has an inventory of over 1,000 items including 188 pieces of equipment (i.e., generators, mowers, compressors, etc.) and 137 pieces of rolling stock. The majority of the City’s rolling stock is light duty vehicles such as sedans, pick-up trucks and sport utility vehicles. The remaining stock is specialized units such as fire trucks, backhoes, dump trucks and tractor loaders.
**Funding**
Each City department pays a capital recovery charge for each unit annually in the Equipment Replacement Fund. The Fund allows departments to replace units after reaching the normal useful life of each unit. In FY 2008-2009, $2,364,670 was budgeted for vehicle and equipment replacement costs.

The last equipment replacement recommendations for Public Works and the Parks and Recreation Department were approved by Council in FY 2005-2006 for the purchase of 14 units at a cost of $481,593. More vehicles and equipment are recommended this year due to previous year deferrals.

**Interdepartmental Consultation**
Staff from Public Works, Police, Fire and Recreation and Parks Departments worked together to identify vehicle and equipment replacements that met their immediate needs. The City's inventory was evaluated considering age, mileage, mechanical condition, new environmental regulations, and the potential to reduce the City's current emission levels. Based on that review, staff identified 16 units for the Public Works and Parks and Recreation Department that require replacement and 10 units that can be deferred to a subsequent year. The recommendations for the Police and Fire Departments have already been presented during previous council meetings and are not included in this request.

**List of Vehicles and Equipment**
Exhibit “A” summarizes purchase and deferral recommendations for FY 2008-2009. The total estimated cost of purchases is $700,200 all of which is approved and available in the FY 2008-2009 Equipment Replacement Fund.

**Purchasing Process**
Staff recommends that City Council adopt the accompanying Resolution and authorize the City Manager to bid and award contracts for the vehicles and equipment listed in Exhibit “A”. Staff will take all reasonable measures to obtain competitive pricing including soliciting bids and awarding contracts to the lowest responsible bidder, and/or piggybacking on other governmental contracts such as the State of California and other counties, cities and special districts. In addition, staff plans to replace the vehicles and equipment identified in Exhibit “A” with cleaner burning, alternative fuel vehicles whenever possible.
RESOLUTION NO. ______

A RESOLUTION WAIVING BIDDING REQUIREMENTS IN THE EL SEGUNDO MUNICIPAL CODE AND AUTHORIZING THE CITY MANAGER TO BID, AWARD, AND EXECUTE CONTRACTS FOR SPECIFIC EQUIPMENT.

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

SECTION 1: The City Manager, or his designee is authorized to bid and award contracts for the equipment and vehicles listed in the attached Exhibit “A” which is incorporated by reference.

SECTION 2: Pursuant to El Segundo Municipal Code (“ESMC”) § 1-5A-7(I), the City Manager is authorized to execute all contracts awarded pursuant to this Resolution without further City Council approval.

SECTION 3: The City Manager, or his designee, may take all reasonable measures to obtain competitive prices for the equipment and vehicles in Exhibit “A”. While the procedures set forth in ESMC § 1-7-6 to 1-7-9 should generally be followed, failure to follow those procedures will not render transactions authorized by this Resolution void. The City Manager may, but is not required to, seek additional City Council approval for transactions made pursuant to this Resolution.

SECTION 4: Pursuant to ESMC § 1-7-10, the City Council waives the bidding requirements listed in the ESMC in favor of those listed above for the items specified in Exhibit “A”.

SECTION 5: The authorizations granted by this resolution will expire after all transactions in Exhibit “A” are complete or upon termination by City Council action.

SECTION 6: The City Clerk is directed to certify the adoption of this resolution; record this Resolution in the book of the City’s original resolutions; and make a minute of the adoption of the resolution in the City Council’s records and the minutes of this meeting.

SECTION 7: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this ___ day of ____________, 2009.

__________________________________________
Kelly McDowell, Mayor

Resolution No. ______
Page 1 of 2
APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: ________________________________________
    Karl H. Berger, Assistant City Attorney
CERTIFICATION

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. _____ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the _____ day of ________________, 2009, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

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)
<table>
<thead>
<tr>
<th>Acct.</th>
<th>Division</th>
<th>Unit No.</th>
<th>Description</th>
<th>Year</th>
<th>Mileage</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4202</td>
<td>PW Street</td>
<td>2629</td>
<td>Tractor Loader</td>
<td>1990</td>
<td>N/A</td>
<td>Replace with new unit and sell unit 2629 at auction.</td>
</tr>
<tr>
<td>4202</td>
<td>PW Street</td>
<td>2637</td>
<td>Asphalt Spreader</td>
<td>1986</td>
<td>N/A</td>
<td>Replace with new unit and sell unit 2637 at auction.</td>
</tr>
<tr>
<td>4202</td>
<td>PW Street</td>
<td>2602</td>
<td>Truck, Ford</td>
<td>1991</td>
<td>73,763</td>
<td>Replace with new unit and sell unit 2602 at auction.</td>
</tr>
<tr>
<td>4202</td>
<td>PW Street</td>
<td>2681</td>
<td>Dump Truck</td>
<td>1981</td>
<td>55,408</td>
<td>Replace with new unit and sell unit 2681 at auction.</td>
</tr>
<tr>
<td>4205</td>
<td>PW Traffic</td>
<td>2625</td>
<td>Truck - Super Duty, Ford LN 700 (Aerial Bucket)</td>
<td>1982</td>
<td>27,250</td>
<td>Replace with new unit and sell unit 2625 at auction.</td>
</tr>
<tr>
<td>4301</td>
<td>PW Wastewater</td>
<td>2376</td>
<td>Portable Pump</td>
<td>1990</td>
<td>N/A</td>
<td>Replace with new unit and sell unit 2376 at auction.</td>
</tr>
<tr>
<td>4301</td>
<td>PW Wastewater</td>
<td>2378</td>
<td>Portable Pump</td>
<td>1991</td>
<td>N/A</td>
<td>Replace with new unit and sell unit 2378 at auction.</td>
</tr>
<tr>
<td>4301</td>
<td>PW Wastewater</td>
<td>2379</td>
<td>Portable Pump</td>
<td>1992</td>
<td>N/A</td>
<td>Replace with new unit and sell unit 2379 at auction.</td>
</tr>
<tr>
<td>4601</td>
<td>PW Equipment Maintenance</td>
<td>R505</td>
<td>Emission Tester</td>
<td>1991</td>
<td>N/A</td>
<td>Replace with new unit and sell unit R505 at auction.</td>
</tr>
<tr>
<td>4601</td>
<td>PW Equipment Maintenance</td>
<td>2210</td>
<td>Utility Pickup - Ford</td>
<td>1986</td>
<td>43,433</td>
<td>Replace with new unit and sell unit 2210 at auction.</td>
</tr>
<tr>
<td>7102</td>
<td>PW Water</td>
<td>2501</td>
<td>Truck, Chevy</td>
<td>1989</td>
<td>74,488</td>
<td>Replace with new unit and sell unit 2501 at auction.</td>
</tr>
<tr>
<td>5102</td>
<td>Recreation &amp; Parks</td>
<td>6429</td>
<td>Cushman</td>
<td>1999</td>
<td>N/A</td>
<td>Replace with new unit and sell unit 6429 at auction.</td>
</tr>
<tr>
<td>5102</td>
<td>Recreation &amp; Parks</td>
<td>6401</td>
<td>Truck, Chevy</td>
<td>1988</td>
<td>82,743</td>
<td>Replace with new unit and sell unit 6401 at auction.</td>
</tr>
<tr>
<td>5102</td>
<td>Recreation &amp; Parks</td>
<td>6402</td>
<td>Truck, Chevy</td>
<td>1988</td>
<td>83,580</td>
<td>Replace with new unit and sell unit 6402 at auction.</td>
</tr>
<tr>
<td>5292</td>
<td>Recreation &amp; Parks</td>
<td>6470</td>
<td>Mini Bus (Dia a Ride)</td>
<td>1999</td>
<td>108,586</td>
<td>Replace with new unit and sell unit 6470 at auction.</td>
</tr>
<tr>
<td>5292</td>
<td>Recreation &amp; Parks</td>
<td>6472</td>
<td>Mini Bus (Dia a Ride)</td>
<td>1999</td>
<td>98,293</td>
<td>Replace with new unit and sell unit 6472 at auction.</td>
</tr>
<tr>
<td>2601</td>
<td>Government Buildings</td>
<td>2114</td>
<td>Truck, Chevy</td>
<td>1988</td>
<td></td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
<tr>
<td>4202</td>
<td>PW Street</td>
<td>2634</td>
<td>Asphalt Roller, Caterpillar</td>
<td>1997</td>
<td>NA</td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
<tr>
<td>4202</td>
<td>PW Street</td>
<td>2621</td>
<td>Sweeper</td>
<td>2001</td>
<td></td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
<tr>
<td>4601</td>
<td>PW Equipment Maintenance</td>
<td>2271</td>
<td>Brake Machine, Ammo 4000</td>
<td>1980</td>
<td>N/A</td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
<tr>
<td>7102</td>
<td>PW Water</td>
<td>2512</td>
<td>Forklift</td>
<td>1982</td>
<td>NA</td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
<tr>
<td>7102</td>
<td>PW Water</td>
<td>2511</td>
<td>Truck, Ford</td>
<td>1992</td>
<td></td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
<tr>
<td>5102</td>
<td>Recreation &amp; Parks</td>
<td>2601</td>
<td>Truck, Ford</td>
<td>1991</td>
<td></td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
<tr>
<td>5102</td>
<td>Recreation &amp; Parks</td>
<td>6423</td>
<td>Truck, Ford</td>
<td>1999</td>
<td></td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
<tr>
<td>5102</td>
<td>Recreation &amp; Parks</td>
<td>6408</td>
<td>Truck, Ford</td>
<td>1992</td>
<td></td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
<tr>
<td>5292</td>
<td>Recreation &amp; Parks</td>
<td>6476</td>
<td>Mini Bus (Dia a Ride)</td>
<td>1996</td>
<td></td>
<td>Defer replacement of unit this fiscal year.</td>
</tr>
</tbody>
</table>
AGENDA DESCRIPTION:

Consideration and possible action regarding the Fiscal Year 2008-2009 First Quarter Financial Review. (Fiscal Impact: none)

RECOMMENDED COUNCIL ACTION:

(1) Receive and file FY 2008-2009 First Quarter Financial staff report.
(2) Alternatively discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s): none

ORIGINATED BY: Angelina Garcia, Interim Fiscal Services Manager
REVIEWED BY: Deborah Cullen, Director of Finance
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

First Quarter Financial Review Fiscal Year 2008-2009

Staff has reviewed all revenues and expenditures for the first quarter of Fiscal Year 2008-2009, with an emphasis on the General Fund, to determine if all sources and uses are on target with the originally adopted budget and to highlight any areas that may end the fiscal year significantly above or below budget.
General Fund Revenues

The following is a list of major General Fund revenues, and the performance of each source through the first quarter:

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Prior Year Q1 FY 2007-2008</th>
<th>Current Year Q1 FY2008-2009</th>
<th>Variance Over/ (Under)</th>
<th>Adopted Budget</th>
<th>% Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License</td>
<td>918,739</td>
<td>635,452</td>
<td>(283,287)</td>
<td>9,912,700</td>
<td>6.41%</td>
</tr>
<tr>
<td>Sales &amp; Use Tax</td>
<td>2,752,038</td>
<td>2,586,314</td>
<td>(165,724)</td>
<td>9,149,800</td>
<td>28.27%</td>
</tr>
<tr>
<td>Property Tax</td>
<td>2,237,471</td>
<td>2,446,198</td>
<td>208,727</td>
<td>5,781,000</td>
<td>42.31%</td>
</tr>
<tr>
<td>Transient Occupancy (TOT)</td>
<td>1,350,042</td>
<td>1,044,706</td>
<td>(305,336)</td>
<td>4,853,800</td>
<td>21.52%</td>
</tr>
<tr>
<td>Electric Utility Tax</td>
<td>942,071</td>
<td>1,060,211</td>
<td>118,140</td>
<td>3,502,000</td>
<td>30.27%</td>
</tr>
<tr>
<td>Franchise Tax</td>
<td>71,201</td>
<td>84,095</td>
<td>12,894</td>
<td>3,319,680</td>
<td>2.53%</td>
</tr>
<tr>
<td>Sales Tax in Lieu</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,200,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>Cogeneration Electric</td>
<td>460,172</td>
<td>480,959</td>
<td>20,787</td>
<td>2,750,000</td>
<td>17.49%</td>
</tr>
<tr>
<td>License &amp; Permits</td>
<td>259,280</td>
<td>530,760</td>
<td>271,480</td>
<td>1,557,200</td>
<td>34.08%</td>
</tr>
<tr>
<td>Gas Utility Tax</td>
<td>422,451</td>
<td>401,688</td>
<td>(20,763)</td>
<td>1,250,000</td>
<td>32.14%</td>
</tr>
<tr>
<td><strong>Major Revenue Sources Totals</strong></td>
<td><strong>$9,413,465</strong></td>
<td><strong>$9,270,383</strong></td>
<td><strong>($143,082)</strong></td>
<td><strong>$45,276,180</strong></td>
<td><strong>20%</strong></td>
</tr>
</tbody>
</table>

Sales & Use Tax and Sales Tax in Lieu combined is the City's largest revenue source, accounting for 22% of the General Fund revenues. In prior years, we had experienced growth in the sales tax category from the opening of Plaza El Segundo and saw continuous increases from year to year. However, the first quarter's sales tax receipts indicate a slowdown in this revenue source. As of December 31, 2008, sales tax revenue had a total decrease of $165,724 over the prior year's first quarter. It should be noted that the decrease we are seeing was accounted for in the FY 2008-2009 budget projection. Staff will be reviewing the actual fourth-quarter receipts and at mid-year will report in more detail the impact from Plaza El Segundo. Sales Tax in Lieu is received in two payments later in the fiscal year and historically we do not record revenues in the first quarter.

Business License Tax is the City's second largest General Fund revenue source, accounting for 18% of total revenues. The majority of this revenue stream is collected in January and February, and based on the preliminary numbers though the end of January this category will meet the annual budget. The top 5 taxpayers in this category generate slightly over $4.9 million. This category continues to be a strong revenue source and we anticipate meeting budget by yearend.
Property Tax is currently 3.56% or $208,727 over the same period last year. Based on research that staff has performed and discussions with our consultants the housing slowdown has not impacted this revenue source to date. However, we anticipate some impact from countywide property tax delinquencies which will affect all cities in the county. The delinquencies are allocated across cities in the county, not just to the city in which the delinquency occurs. At mid-year staff will be in a better position to estimate any realized impacts to this revenue source.

Transient Occupancy Tax is currently 9.16% or $305,336 below the same period last year, with 21.52% of budget received. Based on staff inquiries the decrease in this category is due to lower than expected occupancy levels. Staff will continue to monitor and report any changes due to the economic conditions at mid-year.

Franchise Tax is currently on target when compared to the same period last year. Historically, the City receives 2.5% of total revenues in the first quarter, with the majority of this revenue coming from two payments that are received in April. Staff estimates that this revenue category will be on target at mid-year.

Gas Utility Tax is currently at 32.14% of budget received. Based on the uncertainty of the operational status of the local power plant, staff had estimated a decrease in this category for FY 2008-2009. The good news through the first quarter of this year is that the local power plant has been running and the City has received unexpected revenue. Staff will continue to monitor this revenue source and make any adjustments at mid-year.

Interest on Investments has experienced a significant reduction in estimated earnings for the first quarter. This is primarily due to the current national economic conditions and the impact on the financial markets. We are continuing to monitor these revenues, and will explore the possibility of adjusting the adopted budget projection at midyear.

Charges for Services which includes Zoning and Planning fees, Plan Check fees, Plan Retention fees, Energy Plan Check fees, and Planning Service fees have a combined budget of $4,444,000, and the City has received $1,252,789 or 22.35% combined through the end of the first quarter. It appears that the revenues for Plan Check fees are slowing down, primarily because of the current economic conditions and the slowdown in construction within the City.

License and Permits recorded revenues of $271,480 over same period last year, primarily due to the issuance of one building permit in the amount of approximately $240,000. We will continue to closely monitor all revenues, especially given these uncertain economic times.
General Fund Expenditures

The General Fund expenditures through December 31st, 2008 are trending on budget and are slightly below prior year first quarter results by 1.94%. The following is an analysis of General Fund expenditures by major categories:

Elected Officials and Administrative Support Services

This category, which consists of the City Council, City Clerk, City Treasurer, City Manager’s office, Finance and Human Resources, is currently on target with budget.

Nondepartment

Nondepartment expenditures are currently on target with budget.

Public Safety

The Fire Department in total is on target with budget. First-quarter expenditures totaled $3,631,364 or 24.82% of budget. The expenditure percentage trending remains the same in comparison to the same period last year.

The Police Department in total is on target with budget. First-quarter expenditures totaled $4,300,864 or 24.4% of budget. The expenditure percentage trending remains the same in comparison to the same period last year. Police Patrol & Safety division was also in line with the prior year.

Planning and Building Safety

Expenditures for the first quarter are $343,653 or 27% of the budget. This department continues to augment staff with consultant resources which will enable them to reduce expenditures if necessary due to the uncertain economic conditions.

Public Works

This function’s General Fund divisions consist of Government Buildings, Engineering, Street Services, Street Maintenance, Traffic Safety, Solid Waste Recycling, Wastewater, Storm Drains, Equipment Maintenance and Administration. At the end of the first quarter this department is right on target with actual expenditures at $1,528,616 or 25.5% of budget.
**Recreational, Cultural and Information Services**

The Recreation, Cultural and Information Services function includes the Recreation and Parks Department and the Library Department.

At the end of the first quarter the Recreation and Parks department is right on target with actual expenditures at $893,067 or 19.22% of budget. Currently, the Parks Division is $453,045 or 18.35% of budget and the Recreation Division is $440,022 or 20.2% of budget.

Library Services is on target with budget at $488,790 or 22.73% of expenditures realized though the first quarter.

**Summary**

With 25% of the fiscal year complete, General Fund expenditures are at 23.5% of budget and are generally on target. Year-to-date expenditures have decreased 5.56% or $787,795 over the same period last year. There are no apparent adjustments needed at this time.

Expenditures and revenues in all other funds appear to be on target with budget.

**Fiscal Year 2008 Preliminary Results**

Staff has also performed a preliminary review of revenues and expenditures for fiscal year 2007/2008 and reports total General Fund revenues of $58,409,584, expenditures of $59,171,457, which results in a net deficit of $761,873. In September 2008, the City’s Investment Portfolio suffered an impairment loss on certain securities of approximately $3,910,000. Had the investment loss not occurred, the General Fund would have had a yearend surplus of $3,148,547.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: February 17, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action regarding a request from Mattel, Inc. to maintain two, five hundred four (504) square-foot wall signs on a rotating basis on the south side of the parking structure located at 333 Continental Boulevard. Applicant: Mattel, Inc. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Approve Mattel’s request to maintain two five hundred four (504) square-foot wall signs; and/or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

2. Planning and Building Safety Director’s Approval Letter dated February 2, 2009.
3. Inter-departmental Correspondence for Planning and Building Safety Director Hearing dated January 21, 2009.
4. Letter of request from Mattel, Inc. dated December 1, 2008.
5. Proposed Sign Elevation
6. Site Plan

FISCAL IMPACT: None

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

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

BACKGROUND AND DISCUSSION:

I. Background

The corporate office building and parking structure for Mattel is located at 333 Continental Boulevard. The applicant, Mattel, is requesting approval to maintain two five hundred four (504) square-foot wall signs on a rotating basis to be placed on the southern side of the parking structure. The two signs when combined total 1,008 square feet in area, which is 9% of the building face and pursuant to ESMC §15-18-8(H) large signs greater than 500 square feet in area require City Council approval.
The surrounding land uses are commercial as follows:

<table>
<thead>
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<td>CO</td>
</tr>
<tr>
<td>West: Commercial office</td>
<td>CO</td>
</tr>
</tbody>
</table>

II. Analysis

Two signs were approved by the City Council on October 7, 2008 as temporary “Special Event Signs” for Mattel’s Fall Toy Fair. The applicant has filed a request to allow the two large signs to remain permanently and to allow Mattel to change the display areas without having to return to the City Council every year for approval. In addition to advertising the Toy Fair, the two sign display areas will be used by Mattel to advertise new products as needed. Each temporary sign is currently mounted to a frame that is anchored to the exterior wall of the parking structure. The approval of the adjustment would allow Mattel the flexibility to change-out the vinyl display area within each frame with minimal delay or additional permit review, as no structural changes would be required for a face change.

The applicant is requesting two signs that are 504 square feet each, totaling 1,008 square feet of signage on the southern façade of the parking structure. The parking structure is 76'-0" high and 146'-0" wide, totaling 11,096 square feet in area. The maximum size allowed for wall signs on freestanding buildings is 5% of the building façade. The maximum signage area permitted for the south elevation of the freestanding parking structure would be 554.8 square feet of area based upon the dimensions provided. The applicant is requesting wall signs that total 9% of the building façade area which therefore exceeds the standards set forth in ESMC Chapter 15-18 and requires approval of a Sign Adjustment. Additionally, ESMC §15-18-8(H) requires that large signs greater than 500 square feet in area obtain City Council approval.

Although the second sign could be placed on another façade of the parking structure to remain below the maximum permitted 5% area limit, this façade is the main entry to the parking structure and is the only façade visible from any street frontage. The east façade of the parking structure facing Continental Boulevard is not visible from the street, as it is blocked by the main corporate office building for Mattel. Granting the sign adjustment would allow the applicant to reasonable use its property for marketing purposes.

On January 21, 2009, the Director of Planning and Building Safety held an administrative hearing on the sign adjustment and took it under advisement. On February 2, 2009, the Director issued a letter granting approval of the sign adjustment for the two signs based on the facts in support of the required findings in accordance with ESMC § 15-24-4. The attached letter specifies all of the required findings for the adjustment as well as the conditions of approval (see Exhibit 2). Granting of the adjustment was conditioned upon City Council approval to permit two signs larger than 500 square feet each. The Planning Commission is scheduled to receive and file the sign adjustment approval at its February 12, 2009 meeting.
III. Environmental Review

The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15311, as a Class 11 categorical exemption (on-premise signs). The project consists of the construction of minor structures (two on-premise signs) accessory to an existing commercial facility.

IV. Conclusion

Planning staff recommends that the City Council approve the proposed two, permanent, five hundred four (504) square-foot wall signs to be placed on the southern façade of the parking structure at 333 Continental Boulevard.
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

DATE: February 12, 2009

SUBJECT: Environmental Assessment No. 804 and Adjustment No. 08-03

REQUEST: To allow two large “Wall Signs” that exceeds the maximum permitted signage for the south façade of an existing parking structure

LOCATION: 333 Continental Boulevard

APPLICANT: Linda Bush Sosa

PROPERTY OWNER: Mattel, Inc.

I. DESCRIPTION

The Planning and Building Safety Department received an application to install two five hundred four (504) square-foot permanent wall signs on the south façade of an existing parking structure within the Corporate Office (CO) Zone at 333 Continental Boulevard. The proposed two signs total 1,008 square feet in area when combined, or 9% of the building face. ESMC §15-18-8(B) allows wall signs on freestanding buildings up to 5% of each building face. Signs which exceed standards set forth in ESMC Chapter 15-18 require the approval of an Adjustment as allowed by ESMC §15-24-1(C). Large signs greater than 500 square feet in area also require City Council approval pursuant to ESMC §15-18-8(H).

II. RECOMMENDATION

Receive and File the Director’s Determination; and Recommend that the City Council approve the application.

III. ANALYSIS

The parking structure is 76'-0" high and 146'-0" wide, totaling 11,096 square feet in area. The maximum signage area permitted for the south elevation of the freestanding parking structure would be 554.8 square feet of area based upon the dimensions provided.
The applicant is requesting (1,008) square feet of signage on the southern façade of a parking structure, or 9% of the building face. Permanent signs which exceed standards set forth in ESMC Chapter 15-18 require the approval of a Sign Adjustment.

The two signs were approved by the City Council on October 7, 2008 as temporary “Special Event Signs” for Mattel’s Fall Toy Fair. The request has been filed to allow the signs to remain and allow Mattel to change the display areas without having to return to the City Council every year for approval. In addition to advertising the Toy Fair, the two sign display areas will be used by Mattel to advertise new products as needed. Each temporary sign is currently mounted to a frame that is anchored to the exterior wall of the parking structure. The approval of the adjustment would allow Mattel the flexibility to change-out the vinyl display area within each frame with minimal delay or additional permit review, as no structural changes would be required for a face change.

Although the second sign could be placed on another façade of the parking structure to remain below the maximum permitted 5% area limit, this façade is the main entry to the parking structure and is the only façade visible from any street frontage. The east façade of the parking structure facing Continental Boulevard is not visible from the street, as it is blocked by the main corporate office building for Mattel. The applicant would be deprived of the reasonable use and enjoyment of the property, and therefore, the findings can be met for the granting of this sign adjustment.

On January 21, 2009, the Director of Planning and Building Safety held an administrative hearing on this matter and took it under advisement. On February 2, 2009, the Director issued a letter of approval for the two signs. The Director’s approval was based on the facts in support of the required findings in accordance with El Segundo Municipal Code §15-24-4. The attached letter specifies all of the required findings for the adjustment as well as the conditions of approval (see Exhibit A).

Signs larger than 500 square feet must obtain City Council approval. Therefore, an item is scheduled to request City Council approval at its February 17, 2009 meeting. The granting of the adjustment is conditioned to City Council approval to permit two signs larger than 500 square feet each.

IV. EXHIBITS

A. Adjustment Approval Letter, dated February 2, 2009
B. Staff Report (Inter-Departmental Correspondence), dated January 21, 2009
C. Adjustment Application and Plans
February 2, 2009

Charles Anderson
333 Continental Boulevard
El Segundo, CA 90245

RE: Environmental Assessment No. EA-804 and Adjustment No. 08-03 A request to allow two five hundred four (504) square feet "Wall Signs" that exceed the maximum permitted signage for the south façade of an existing parking structure.

Address: 333 Continental Boulevard, El Segundo

Dear Mr. Anderson:

The purpose of this letter is to inform you that, in accordance with Chapter 15-24 of the City of El Segundo Municipal Code, the Director of Planning and Building Safety Department APPROVED a request for two five hundred four (504) square-foot wall signs on the south façade of an existing parking structure. The following are the findings and facts in support of each finding for this decision:

FINDINGS AND FACTS IN SUPPORT OF FINDINGS:

Environmental Assessment No. EA-804

Finding 1

- The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15311 (a), as a Class 11 categorical exemption (on-premise signs). The project consists of the construction of minor structures (two on-premise signs) accessory to an existing commercial facility.
Facts in Support of Finding 1

The proposed adjustment is to allow construction of two wall signs in accordance with ESMC Chapter 18. The adjustment is required since the signs exceed the maximum permitted area, which is five percent (5%) of the building face.

Adjustment No. 08-01

Finding 1

- That the proposed adjustment would not be detrimental to the neighborhood or district in which the property is located.

Facts in Support of Finding 1

The proposed adjustment would allow the construction of two wall signs exceeding the maximum permitted area for signage along the south side of an existing parking structure. ESMC §15-18-8(B) allows temporary or permanent wall signs that do not exceed 5% of each building face, provided that the signs are less than 500 square feet in area. Large signs greater than 500 square feet in area require City Council approval pursuant to ESMC §15-18-8(H). Signs which exceed standards set forth in ESMC Chapter 15-18 require the approval of an Adjustment. The Director of Planning and Building Safety can approve temporary and permanent signs in the Corporate Office (CO) Zone with a size up to five percent (5%) of each building face. The proposed two wall signs are nine percent (9%) of the southern parking structure's façade and are greater than 500 square feet each. Consequently, they also require City Council approval. The new signs will not harm the neighboring properties, as the parking structure is currently located in a commercial district and has limited visibility from the street and surrounding properties. The signs are not illuminated and therefore do not create light or glare impacts on the surrounding properties. The two new signs will not create any new impacts that would not be normally associated with an existing commercial office use. The two wall signs will not create any impacts including noise, smoke, dust, fumes, vibration, odors, traffic or hazards.

Finding 2

- That the proposed adjustment is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of his property.

Facts in Support of Finding 2

The applicant is requesting to install two new wall signs that are nine percent (9%) of the southern parking structure's façade in excess of the maximum allowed 5%. The east façade of the parking structure facing Continental Boulevard is not visible from the
street, as it is blocked from view by the Mattel office building. The south façade of the parking structure has limited visibility from Grand Avenue, as it is partially blocked from view by a building (the Doubletree Hotel) and is approximately 288 feet from the street. Allowing the two signs together on the south façade serves to identify the main entry to the parking structure and would also be enjoyed by visitors, including Mattel. A new 554.8 square-foot wall sign on the south façade that is greater than the 500 square-foot limit would require City Council approval based on a parking structure façade area that is 11,096 square feet in size and would not exceed 5% of the building face. The existing location of the parking structure, the limited visibility of the parking structure and any signage on the structure from Grand Avenue and virtually no visibility from Continental Boulevard deprives the applicant of reasonable use and enjoyment of the property that similar properties enjoy. Allowing Mattel to construct a sign that would not be visible from the east side of the parking structure would not serve any purpose or benefit for Mattel. The two signs facing Grand Avenue would serve to identify the entry to the Mattel parking structure for visitors. Allowing Mattel to construct the two new on-premise signs on the same façade and exceed the maximum 5% allowable area rather than limiting the wall signs to a single sign on the south façade and a second sign on one of the other façades that has no visibility from the entrance to the structure or any other public right-of-way would ensure the applicant’s reasonable use and enjoyment of the property similar to other properties.

**Finding 3**

- That the proposed adjustment is consistent with the legislative intent of the zoning regulations.

**Facts in Support of Finding 3**

The wall signs would not be in conflict with the intent of the legislative zoning regulation's purpose to promote the health, safety and welfare of the community since the general public would not be harmed by installing two new wall signs. The two new signs are consistent with the intent of the ESMC regulations pertaining to signs in that the signs comply with the type and number of signs, and the aesthetic and location requirements. The ESMC sign regulations ensure that the sign area or size is proportionate to the building façade and there is a maximum area of total signage. The two proposed signs are not illuminated and use high quality materials with attractive colorful graphics that visually frame the parking structure entrance. The visual impact of two new signs would not dramatically change the commercial character of the property or the neighborhood, as signage is permitted in the Corporate Office (CO) Zone. The surrounding land uses include: a hotel, commercial retail, and offices uses. The signs will be compatible and consistent with the surrounding uses. The wall signs will comply with the ESMC requirements and other applicable laws including without limitation, the California Building Code and National Electrical Code, as adopted by the ESMC, at the time the signs are constructed and mounted for display.
DIRECTOR PLANNING AND BUILDING SAFETY DEPARTMENT ACTION

Based on these findings and facts in support of these findings, the Director of Planning and Building Safety Department APPROVES the proposed adjustment for the two new wall signs greater than five hundred (500) square feet in area, subject to the following conditions:

CONDITIONS OF APPROVAL

1. This adjustment does not become effective until seven days from its date or, if an appeal is filed, until a final determination is made. Moreover, the City Council will provide a final decision regarding the signs in accordance with the ESMC.

2. The adjustment becomes null and void if the privileges granted are hereunder not utilized within 180 days from the final determination.

3. The adjustment is subject to City Council approval of the two proposed signs exceeding 500 square feet each.

4. The wall signs must comply with the California Building Code.

5. No off-premise signs are allowed. Therefore, all commercial or non-commercial copy for the two signs are limited to on-premise uses.

6. Any subsequent modification to the project as approved must be referred to the Director of Planning and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

Please be advised that this does not conclude the review process. This determination will be transmitted to the Planning Commission at its February 12, 2009 meeting with the recommendation that the Planning Commission receive and file the determination and recommend that the City Council approve the signs. The matter is scheduled for City Council consideration on February 17, 2009. An appeal of this decision may be filed with the City Clerk within ten (10) calendar days filing a letter of appeal and the required fee for processing the appeal. If an appeal is filed, the item will be scheduled for a future public hearing (as required by the El Segundo Municipal Code). If you have any questions regarding this project, please contact Assistant Planner Maria Baldenegro at (310) 524-2341.

Sincerely,

[Signature]

Greg Carpenter, Director
Department of Planning and Building Safety

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City of El Segundo
INTER-DEPARTMENTAL CORRESPONDENCE

HEARING DATE: January 21, 2009

TO: Greg Carpenter, Director of Planning and Building Safety
    Kimberly Christensen, AICP, Planning Manager

FROM: Maria Baldenegro, Assistant Planner

SUBJECT: Environmental Assessment No. 804 and Adjustment No. 08-03

REQUEST: A request to install two five hundred four (504) square-foot permanent wall signs on the south façade of an existing parking structure

LOCATION: 333 Continental Boulevard

APPLICANT: Charlie Anderson c/o Linda Bush Sosa

PROPERTY OWNER: Mattel, Inc.

REQUEST

The applicant is requesting an adjustment to install two five hundred four (504) square-foot permanent wall signs on the south façade of an existing parking structure within the Corporate Office (CO) Zone at 333 Continental Boulevard. The proposed two signs total 1,008 square feet in area when combined or 9% of the building face and ESMC §15-18-8 (B) allows "Freestanding Building Signage" up to 5% of each building face. Additionally, large signs greater than 500 square feet in area require City Council approval pursuant to ESMC §15-18-8(H). Signs which exceed standards set forth in ESMC Chapter 15-18 require the approval of an Adjustment as allowed by ESMC § 15-24-1 (C).

RECOMMENDATION

Staff recommends that the Director of Planning and Building Safety approve Environmental Assessment No. 804 and Adjustment No. 08-03, subject to the conditions contained within this report.

SITE AND PROJECT DESCRIPTION

The project site is an irregular shaped corner lot located at the northwest intersection of Continental Boulevard and Grand Avenue. The lot is approximately 175,982 square feet in size and is developed with corporate office buildings and a parking structure for Mattel, Inc.
SURROUNDING AREA CHARACTERISTICS

The surrounding properties adjacent to the project site contain a hotel, parking and various commercial office uses. The surrounding land uses are as follows:

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ENVIRONMENTAL ASSESSMENT

The proposed sign adjustment application is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15311 (a) Class 11—On-premise signs. The project consists of the construction of minor structures (two on-premise signs) accessory to an existing commercial facility.

ANALYSIS

El Segundo Municipal Code (ESMC) §15-18-8(B) allows temporary or permanent "Freestanding Building Signs" up to 5% of each building face. The parking structure is 76'-0" high and 146'-0" wide totaling 11,096 square feet in area. Based on the dimensions provided, the maximum signage area permitted for the south elevation of the freestanding parking structure would be 554.8 square feet of area.

The applicant is requesting (1,008) square feet of signage on the southern façade of a parking structure, or 9% of the building face. The combined total area proposed for the two new signs exceeds the maximum permitted area that can be approved administratively by code. Although the second sign could be placed on another façade of the parking structure to remain below the maximum permitted 5% area limit, this façade is the main entry to the parking structure and is the only façade visible from any street frontage. The east façade of the parking structure facing Continental Boulevard is not visible from the street, as it is blocked by the main corporate office building for Mattel.

Permanent signs which exceed standards set forth in ESMC Chapter 15-18 require the approval of a Sign Adjustment. Mattel, Inc. is considering retaining the proposed two signs on a permanent basis at the site in which case they will file a request for a Sign Adjustment.

GENERAL PLAN CONSISTENCY

The proposed adjustment is consistent with the General Plan. Staff finds that allowing the adjustment will encourage the effective use of signs as a means of communication in the city; maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth; encourage signs which are integrated with and harmonious in size, design, style, material, and appearance to the buildings and sites which they occupy and surround; the proposed project is consistent with the purpose of the zone in that signs are allowed. The General Plan contains several relevant Goals, Objectives, and Policies in the Land Use Element. The two signs are consistent with Land Use Element Policy LU1-5.2 in that the two signs comply
with the quantity, quality and location requirements in the adopted comprehensive sign ordinance. The proposed use is consistent with Land Use Element Goal LU4 in that the two signs provide a means of communication for commercial uses that provide a stable tax base for the City. The surrounding land uses include: a hotel, and office uses. The proposed signs for the office use will be compatible with the surrounding uses.

FINDINGS AND RECOMMENDATION

Pursuant to ESMC Section 15-24-4, the Director of Planning and Building Safety may approve, conditionally approve, or deny an adjustment if the three required findings can be made as follows:

A. That the proposed adjustment would not be detrimental to the neighborhood or district in which the property is located.

The proposed adjustment would allow the installation of two wall signs greater than 500 square feet in area that exceed the maximum permitted area for signage along the south side of an existing parking structure. The El Segundo Municipal Code (ESMC) §15-18-8(B) allows temporary or permanent “Freestanding Building Signs” that do not exceed 5% of each building face, provided that the signs are less than 500 square feet in area. Large signs greater than 500 square feet in area require City Council approval pursuant to ESMC §15-18-8 (H). Signs which exceed standards set forth in ESMC Chapter 15-18 require the approval of an Adjustment. Temporary and permanent signs are permitted in the Corporate Office (CO) Zone up to five percent (5%) of each building face can be administratively approved. The proposed two wall signs are 9% of the southern parking structure’s façade and are greater than 500 square feet each, which also require final City Council approval. The new signs will not negatively impact the neighboring properties, as the parking structure is currently located in a commercial district.

B. That the proposed adjustment is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of his property.

The applicant is requesting approval to install two new wall signs that are nine percent (9%) of the southern parking structure’s façade and will also exceed the 500 square-foot limit for signage. The El Segundo Municipal Code (ESMC) §15-18-8(B) allows temporary or permanent “Freestanding Building Signs” that do not exceed 5% of each building face, provided that the signs are less than 500 square feet in area. Large signs greater than 500 square feet in area require City Council approval pursuant to ESMC §15-18-8(H). Signs which exceed standards set forth in ESMC Chapter 15-18 require the approval of an Adjustment. The parking structure is 76'-0" high and 146'-0" wide totaling 11,096 square feet in area. Based on the dimensions provided, the maximum signage area permitted for the south elevation of the freestanding parking structure would be 554.8 square feet of area. The combined total area proposed for the two new wall signs exceed the maximum permitted area that can be approved administratively by code and also requires City Council approval. Although the second sign could be placed on another façade of the parking structure to remain below the maximum permitted 5% area limit, this façade is the main entry to the parking structure and is the only façade visible from any street frontage. The east façade of the parking structure facing Continental Boulevard is not visible from the street, as it is blocked by the main corporate office building for Mattel.
C. That the proposed adjustment is consistent with the legislative intent of the Zoning Code.

The wall signs would not be in conflict with the intent of the Zoning Code's purpose to promote the health, safety and welfare of the community since no detrimental effects will occur to the general public by installing two new wall signs greater than 500 square feet in area.

Therefore, Planning and Building Safety staff recommends approval of the request to install two five hundred four (504) square-foot permanent wall signs on the south façade of an existing parking structure subject property subject to the conditions of approval outlined below.

CONDITIONS OF APPROVAL

1. The adjustment will not become effective until seven days from the granting thereof has elapsed or, if an appeal is filed or review called, until final determination has been made of the appeal or review.

2. The adjustment shall become null and void if the privileges granted thereunder have not been utilized within 180 days.

3. The wall signs must comply with the California Building Code and must be structurally engineered.

4. No off-premise signs are allowed. Therefore, all commercial or non-commercial copy for the two signs must be limited to on-premise uses.

5. Any subsequent modification to the project as approved must be referred to the Director of Planning and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

EXHIBITS

A. Application
B. Site Plan and Sign Elevation

P:\Planning & Building Safety\PROJECTS\901-825\EA-804\EA-804. Hearing SR.doc
City of El Segundo

APPLICATION FOR AN ADJUSTMENT

Environmental Assessment No: **EA-804**  
Adj. No: **08-03**

Date: **10/1/08**

Applicant:

Charles Anderson

Name (print or type)
333 Continental Blvd  MS 24-230
Address
EL Segundo, CA 90245
City/St/Zip

Check One: Owner [X]  Lessee [ ]

Property Owner:

Sean Sanders

Name (print or type)
338 Continental Blvd
Address
EL Segundo, CA 90245
City/St/Zip

Check One: Owner [ ]  Lessee [X]

Representative of applicant: (i.e., attorney, expeditor, etc.)

Linda Bush Sosa / Complete Permit Application

Name (print or type)
5144 Flagstone Street
Address
Long Beach, CA 90808
City/St/Zip

Phone 562-420-3686  Fax 562-420-3686

Email Linda.Sosa@Msn.com

Signature

Phone 310-252-3917  Fax 310-252-3182

Email Charles.Anderson@Matter.com

Signature

Phone 310-252-2937  Fax 310-252-3009

Email Sean.Sanders@Matter.com

Signature
Property situated at: ________________________________
(Exact legal description. Provide attachment, if necessary).

General location: ____________________________
between ____________________________
Address (Street/Avenue) ____________________________
(Street/Avenue)

Zoning: ____________________________
General Plan Land Use Designation: ____________________________

Request: Request: Under the provisions of Title 15, Section 24-1 of the Municipal Code, application for consideration of an Adjustment for the above described property.

Explain in detail why the strict interpretation of this title would result in the unreasonable deprivation of these or enjoyment of this property and attach all supporting documents, plans, sketches, drawings, and photographs necessary to illustrate the proposal as fully as possible. (Attach extra sheets, if necessary).

- Request to exceed Sign Area Standards, section 15.18
  - Requested Banner size currently approved and permitted
    (permit number B1189-08)

- See attached letter.
NOTE: Separate Affidavits must be submitted if there are multiple owners.

OWNER'S AFFIDAVIT

I, We Sean Sanders being duly sworn depose and say that I/we the OWNER of the property involved in this application and that I/we have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information documents and all plans attached hereto are in all respects true and correct to the best of my/our knowledge and belief.

Signature 12/10/05 Date

STATE OF CALIFORNIA, County of Los Angeles ss.

On his ______________ day of ______________, 20___, before me, the undersigned Notary Public in and for said County and State, personally appeared ______________________ known to me to be the person whose name ______________________ subscribe to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal. See Attached

Notary Public in and for said County and State
AGENT AUTHORIZATION

I hereby authorize LINDA Bush-Sosa to act for me in all matters relevant to this application. I understand that this person will be the primary contact on the project and will be sent all information and correspondence.

[Signature]
Owner's Signature

12/10/08
Date

AGENT AFFIDAVIT

I, We Linda Bush-Sosa the undersigned, depose and say that (I am/We are) the AGENT(S) of the property involved in this application and that I(We) have familiarized myself/ourselves with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information o all documents and all plans, attached hereto are in all respects true and correct to the best of my/our knowledge and belief.

[Signature]
Applicant's Signature

12/10/08
Date
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 12-10-08 before me, Marnie Lynn Bravo, Notary Public, personally appeared Sean David Sanders

Place Notary Seal Above

MARNIE LYNN BRAVO
Commission # 1811333
Notary Public - California
Los Angeles County
My Comm. Expires Sep 24, 2012

who proved to me on the basis of satisfactory evidence to be the person(e) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Owner's Affidavit
Document Date: 12-10-08 Number of Pages: 1
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sean David Sanders

Signer's Name:

Individual

Corporate Officer — Title(s):

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: __________________________

Signer Is Representing: __________________________

RIGHT THUMPRINT
Top of thumb here

© 2007 National Notary Association • 9250 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91311-2402 • www.NationalNotary.org Item #5907 Recorder: Call Toll-Free 1-800-876-0827

333 Continental Blvd.

EA-804; ADJ 08-03
12/1/2008

To whom it may concern,

Mattel, Inc. is seeking an adjustment for our currently permitted, (2) Temporary Special Event Signs hanging on the south side of the parking structure that services 333 Continental Blvd, our corporate headquarters.

These banners help us achieve a number of goals:
1. Directly reinforces our corporate focus/message to our Domestic and International Partners, Buyers, Guests, and Employees.
2. Adds color and life to an otherwise dull concrete structure, a major visual element view of any of our guests traveling on Grand Ave, or staying at the Doubletree Hotel.
3. Helps to beautify/promote Mattel’s home, El Segundo (our neighbors have already chimed in with their appreciation of these graphic elements)

The location of these banners has been dictated by what our customers can actually see from their traffic patterns during our Events. The south facing side of the structure is the only side with a clear view to see a graphic of that size (other sides are either obstructed or irrelevant).

The current process is not conducive to Mattel’s decision making timelines when it comes to permitting/council approvals for our Major Events of the year. Often the “message” of the show is developed fairly close to an event, and it is only through the diligence of the combined efforts of Mattel and El Segundo Planning department that gets these banners permitted in time, too often just under the wire and after great stress.
And so, at the suggestion of El Segundo Planning and Building Safety, we are seeking this adjustment to make the process smoother on a yearly basis, as the theme changes each Toy Fair.

Regards,

Charlie Anderson
Mattel, Inc.
Manager, World Wide Trade Show Services
310.252.3917
MATERIAL:
PRINTED ON FIRE RESISTANT MESH VALMEX WITH GROMMETS EVERY 24" APART.

ATTACHMENT TO BUILDING:
REPLACEMENT / INSTALLATION OF THE BANNERS ON TO THE PARKING STRUCTURE USING EXISTING RIG IN ACCORDANCE TO THE APPROVED DRAWINGS.

ACTUAL BANNER SIZE:
14'-0" X 36'-0" EACH

INSTALLATION:
APPROX. 4 HOURS

BANNER WEIGHT:
APPROX. 8 LBS EACH.

CONNECTION DETAIL 2/A1
5/16"X4" LAG THREAD SCREW EYE @ 4'-0" O.C.
(E) 20" CONC. WALL

3/8"X2-1/4" ANCHOR @ 4'-0" O.C.

SCREW EYE AND ANCHOR DETAIL 1/A1

ESTF09 CITY SUBMITTALS
MATTEL PARKING STRUCTURE BANNER

APPROVED: 00.00.00
REVISED:09.29.08
City of El Segundo
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: February 17, 2009

TO: City Council

FROM: Jack Wayt, City Manager
By: Greg Carpenter, Director, Planning and Building Safety
Kimberly Christensen, AICP, Planning Manager

SUBJECT: City Council Meeting – 2/17/09
Council Agenda Item No. 6 (Consent Calendar)
Supplemental Information Concerning Two Proposed Signs
at 333 Continental Boulevard

BACKGROUND AND DISCUSSION:

I. Background

The Planning Commission reviewed the Sign Adjustment at their meeting on February 12, 2009. After their deliberations, the Planning Commission approved the Sign Adjustment subject to the addition of a condition of approval to the Planning and Building Safety Director’s decision. The new condition prohibits any other signs from being mounted to the three other sides (the exterior walls) of the parking structure. Although the Commission approved the Sign Adjustment for this proposed project because of the specific facts and findings related to the request, some Commissioners expressed a concern more generally about the potential for the proliferation of large signs and asked staff to convey this to the City Council.

IV. Conclusion

Planning staff recommends that the City Council approve the proposed two, permanent, five hundred four (504) square-foot wall signs to be placed on the southern façade of the parking structure at 333 Continental Boulevard, subject to the Sign Adjustment conditions as revised.
February 17, 2009

Charles Anderson
333 Continental Boulevard
El Segundo, CA 90245

RE: Revised Decision: Environmental Assessment No. EA-804 and Adjustment No. 08-03 A request to allow two five hundred four (504) square feet “Wall Signs” that exceed the maximum permitted signage for the south façade of an existing parking structure.

Address: 333 Continental Boulevard, El Segundo

Dear Mr. Anderson:

The purpose of this letter is to inform you that, in accordance with Chapter 15-24 of the City of El Segundo Municipal Code, the Director of Planning and Building Safety Department APPROVED a request for two five hundred four (504) square-foot wall signs on the south façade of an existing parking structure. The following are the findings and facts in support of each finding for this decision:

FINDINGS AND FACTS IN SUPPORT OF FINDINGS:

Environmental Assessment No. EA-804

Finding 1

- The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15311 (a), as a Class 11 categorical exemption (on-premise signs). The project consists of the construction of minor structures (two on-premise signs) accessory to an existing commercial facility.
Facts in Support of Finding 1

The proposed adjustment is to allow construction of two wall signs in accordance with ESMC Chapter 18. The adjustment is required since the signs exceed the maximum permitted area, which is five percent (5%) of the building face.

Adjustment No. 08-01

Finding 1

- That the proposed adjustment would not be detrimental to the neighborhood or district in which the property is located.

Facts in Support of Finding 1

The proposed adjustment would allow the construction of two wall signs exceeding the maximum permitted area for signage along the south side of an existing parking structure. ESMC §15-18-8(B) allows temporary or permanent wall signs that do not exceed 5% of each building face, provided that the signs are less than 500 square feet in area. Large signs greater than 500 square feet in area require City Council approval pursuant to ESMC §15-18-8(H). Signs which exceed standards set forth in ESMC Chapter 15-18 require the approval of an Adjustment. The Director of Planning and Building Safety can approve temporary and permanent signs in the Corporate Office (CO) Zone with a size up to five percent (5%) of each building face. The proposed two wall signs are nine percent (9%) of the southern parking structure’s façade and are greater than 500 square feet each. Consequently, they also require City Council approval. The new signs will not harm the neighboring properties, as the parking structure is currently located in a commercial district and has limited visibility from the street and surrounding properties. The signs are not illuminated and therefore do not create light or glare impacts on the surrounding properties. The two new signs will not create any new impacts that would not be normally associated with an existing commercial office use. The two wall signs will not create any impacts including noise, smoke, dust, fumes, vibration, odors, traffic or hazards.

Finding 2

- That the proposed adjustment is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of his property.

Facts in Support of Finding 2

The applicant is requesting to install two new wall signs that are nine percent (9%) of the southern parking structure’s façade in excess of the maximum allowed 5%. The east façade of the parking structure facing Continental Boulevard is not visible from the street, as it is blocked from view by the Mattel office building. The south façade of the
parking structure has limited visibility from Grand Avenue, as it is partially blocked from view by a building (the Doubletree Hotel) and is approximately 288 feet from the street. Allowing the two signs together on the south façade serves to identify the main entry to the parking structure and would also be enjoyed by visitors, including Mattel. A new 554.8 square-foot wall sign on the south façade that is greater than the 500 square-foot limit would require City Council approval based on a parking structure façade area that is 11,096 square feet in size and would not exceed 5% of the building face. The existing location of the parking structure, the limited visibility of the parking structure and any signage on the structure from Grand Avenue and virtually no visibility from Continental Boulevard deprives the applicant of reasonable use and enjoyment of the property that similar properties enjoy. Allowing Mattel to construct a sign that would not be visible from the east side of the parking structure would not serve any purpose or benefit for Mattel. The two signs facing Grand Avenue would serve to identify the entry to the Mattel parking structure for visitors. Allowing Mattel to construct the two new on-premise signs on the same façade and exceed the maximum 5% allowable area rather than limiting the wall signs to a single sign on the south façade and a second sign on one of the other façades that has no visibility from the entrance to the structure or any other public right-of-way would ensure the applicant’s reasonable use and enjoyment of the property similar to other properties.

Finding 3

- That the proposed adjustment is consistent with the legislative intent of the zoning regulations.

Facts in Support of Finding 3

The wall signs would not be in conflict with the intent of the legislative zoning regulation's purpose to promote the health, safety and welfare of the community since the general public would not be harmed by installing two new wall signs. The two new signs are consistent with the intent of the ESMC regulations pertaining to signs in that the signs comply with the type and number of signs, and the aesthetic and location requirements. The ESMC sign regulations ensure that the sign area or size is proportionate to the building façade and there is a maximum area of total signage. The two proposed signs are not illuminated and use high quality materials with attractive colorful graphics that visually frame the parking structure entrance. The visual impact of two new signs would not dramatically change the commercial character of the property or the neighborhood, as signage is permitted in the Corporate Office (CO) Zone. The surrounding land uses include: a hotel, commercial retail, and offices uses. The signs will be compatible and consistent with the surrounding uses. The wall signs will comply with the ESMC requirements and other applicable law including without limitation, the California Building Code and National Electrical Code, as adopted by the ESMC, at the time the signs are constructed and mounted for display.

DIRECTOR PLANNING AND BUILDING SAFETY DEPARTMENT ACTION
Based on these findings and facts in support of these findings, the Director of Planning and Building Safety Department APPROVES the proposed adjustment for the two new wall signs greater than five hundred (500) square feet in area, subject to the following conditions:

CONDITIONS OF APPROVAL

1. This adjustment does not become effective until seven days from its date or, if an appeal is filed, until a final determination is made. Moreover, the City Council will provide a final decision regarding the signs in accordance with the ESMC.

2. The adjustment becomes null and void if the privileges granted are thereunder not utilized within 180 days from the final determination.

3. The adjustment is subject to City Council approval of the two proposed signs exceeding 500 square feet each.

4. The wall signs must comply with the California Building Code.

5. No off-premise signs are allowed. Therefore, all commercial or non-commercial copy for the two signs are limited to on-premise uses.

6. No signs will be permitted on the other three sides of the parking structure.

7. Any subsequent modification to the project as approved must be referred to the Director of Planning and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

Please be advised that this does not conclude the review process. This determination will be transmitted to the Planning Commission at its February 12, 2009 meeting with the recommendation that the Planning Commission receive and file the determination and recommend that the City Council approve the signs. The matter is scheduled for City Council consideration on February 17, 2009. An appeal of this decision may be filed with the City Clerk within ten (10) calendar days filing a letter of appeal and the required fee for processing the appeal. If an appeal is filed, the item will be scheduled for a future public hearing (as required by the El Segundo Municipal Code). If you have any questions regarding this project, please contact Assistant Planner Maria Baldenegro at (310) 524-2341.

Sincerely,

[Signature]

Greg Carpenter, Director
Department of Planning and Building Safety

P:\Planning & Building Safety\PROJECTS\801-825\EA-804\EA 804, ADJ 08-03, Approval LTR.Karl.doc
AGENDA DESCRIPTION:

Consideration and possible action regarding adoption of a Resolution of the City Council authorizing the City's membership in the Los Angeles Regional Interoperable Communications System Joint Powers Agreement. (Fiscal Impact: None at this time.)

RECOMMENDED COUNCIL ACTION:

1. Adopt Resolution authorizing the City’s membership in the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Agreement (JPA) authorizing the City’s membership in LA-RICS.

2. Authorize the Mayor to execute the JPA.

3. Direct staff to report back on the status of LA-RICS before the adoption of the funding plan with a recommendation on whether to continue the City's membership in the JPA at that time.

4. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution

FISCAL IMPACT: None at this time.

Amount Budgeted: $0.00
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: Max Phipps, Captain
REVIEWED BY: David Cummings, Chief of Police
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Background & Purpose - Following the events of September 11, 2001, the National 9-11 Commission, in its report to Congress and the President, identified a very serious weakness in various metropolitan areas' ability to respond to regional crises and disaster-type events: the lack of interoperable communications. As a result, a steering committee was created to further the creation of a Los Angeles Regional Interoperable Communications System (LA-RICS) for the purpose of developing and implementing a modern, integrated wireless voice and data
communications system that will support the communication needs of the more than 34,000 first responders and local mission-critical personnel within the Los Angeles county region.

The idea behind the project is to have a county-wide public safety communications system that allows for improved communications among the various public safety agencies that operate in the region. While ad hoc and other significant, locally designed systems (such as the Interagency Communications Interoperability System or "ICIS") provide some interagency communications, a true county-wide system does not exist. A major concern is that in the event of a significant disaster or calamity, when inter-agency communication is most needed, the current system(s) will not allow for sufficient coordination between the various law enforcement and fire departments that operate in the County.

Joint Powers Agreement - For the past two and one-half years, the LA-RICS Steering Committee, consisting of county-wide principal stakeholders, including city manager representatives from the California Contract Cities and Independent Cities Associations, has been meeting to review the technical and governance issues associated with maintaining and operating such a system for the benefit of all communities in Los Angeles County. Recently, the LA-RICS Steering Committee drafted and is now recommending a Joint Powers Agreement (JPA) that will form the LA-RICS Authority, including the establishment of a Board of Directors to oversee LA-RICS operations. On December 16, 2008, the Los Angeles City Council approved the JPA, and the Los Angeles County Board of Supervisors approved it on February 2, 2009. The JPA approval process requires that cities wishing to become "Member Cities" must approve the JPA document within 45 days following both the County's and City of Los Angeles' execution of the JPA.

JPA Keypoints

Under the JPA, the Authority will possess the following powers related to LA-RICS:

- To make and enter into contracts, including but not limited to, agreements for the purpose of acquiring real and/or personal property, equipment, employment contracts and professional services agreements;

- To make and enter into contracts with subscribing agencies who desire to utilize the system for their primary radio communications or affiliates who desire to utilize the system only for mutual and/or automatic aid;

- To acquire, construct, maintain, and operate a telecommunications systems or service and to provide the equipment necessary to deliver public services thereby;

- To acquire, construct, manage, maintain or operate any building, works or improvements;

- To acquire, hold, lease, or dispose of property;

- To sue and be sued in its own name;
• To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purposes of the Authority;

• To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the individual respective Members;

• To invest any money in the treasury, which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code; and

• To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

Funding Plan - In order to encourage maximum participation by all cities in Los Angeles county, the JPA is set up so that no financial commitments will be required of participating Member Cities until such time that the newly established Board of Directors adopts a funding plan identifying short and long term capital and operations and maintenance requirements. It is anticipated that the funding plan will be developed within nine months following the Authority's establishment. All of the Authority's members will have the opportunity to participate in the development of the funding plan and to identify and assess members' various abilities to contribute resources, including financial, staffing, equipment, infrastructure or other contributions. If, at any time prior to the adoption of the funding plan, a Member agency determines it cannot contribute the identified resources or that it would not be in its best interests to continue participating in the system, that agency may terminate its membership without financial contribution or penalty.

While initial estimates indicate that LA-RICS will cost between $485 million and $630 million, the actual cost to implement LA-RICS will not be known until a Request for Proposal (RFP) for the build-out of the system is released and bids are received. To the fullest extent possible, grant funding will be sought to fund this project; in fact, the regional stakeholders have agreed that 60 percent of all Urban Area Security Initiative (UASI) grant funding for the region will be dedicated to LA-RICS. Thus far, the Steering Committee has spent over $9 million in City and County funds toward the development of the LA-RICS system. Nonetheless, despite the expected availability of future UASI and other grants, undoubtedly, additional financial resources will be needed to complete funding of LA-RICS. Member agencies will be able to take part in the development of the funding plan, which will give them the opportunity, as stated above, to terminate its membership without financial contribution or penalty if such Member agency determines it cannot contribute the identified resources.

Governance Structure - As per the JPA, the composition of the Governing Board of Directors, none of whom shall be elected officials (other than the Sheriff), shall be as follows:

1. The City of Los Angeles City Administrative Officer
2. The City of Los Angeles Fire Chief
3. The City of Los Angeles Police Chief
4. The City of Los Angeles Chief Legislative Analyst
5. The County of Los Angeles Chief Executive Officer
6. The County of Los Angeles Fire Chief
7. The Sheriff of Los Angeles County
8. The County of Los Angeles Department of Health Services Director
9. The Los Angeles Unified School District Police Chief
10. The City of Long Beach
11. The Los Angeles Area Fire Chiefs Association
12. The Los Angeles County Police Chiefs Association
13. The California Contract Cities Association
14. At-Large Member City
15. At-Large Member City
16. At-Large Member City
17. At-Large Member City

Within fifteen days of the effective date of the JPA, At-Large Directors and Alternate Directors shall be selected by a majority vote of the Member Cities (excluding the cities of Los Angeles and Long Beach) at a special "selection meeting" to be convened. The At-Large Directors shall be selected as follows:

- One At-Large Director (and one Alternate Director) must represent a Member City that operates both independent police and fire departments;

- Two At-Large Directors (and two Alternates) must represent Member Cities that operate an independent police department and/or an independent fire department; and

- One At-Large Director (and one Alternate Director) must represent a Member City not otherwise represented on the Board.

Staff recommends the City Council adopt the attached Resolution that: (1) approves the Los Angeles Regional Interoperable Communications System Joint Powers Agreement thus authorizing the City's membership in the LA-RICS Authority; and (2) authorizes the Mayor to execute the JPA Agreement. In addition, it is recommended that the staff be directed to report back on the status of the LA-RICS Authority prior to the adoption of the funding plan with a recommendation whether to continue the City's membership in the JPA at that time.
RESOLUTION NO. _________

A RESOLUTION APPROVING THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) JOINT POWERS AGREEMENT; AUTHORIZING THE CITY’S MEMBERSHIP IN THE LA-RICS AUTHORITY; AND AUTHORIZING THE MAYOR TO EXECUTE THAT AGREEMENT.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: The City Council finds and declares that:

A. There is a regional need for an interoperable public safety communications system to better respond to regional crises and disaster-type events;

B. Acting independently, the City cannot construct such a communications network providing these capabilities;

C. A Joint Powers Agreement (JPA), intended to create an Authority to coordinate a county-wide radio communications system for law enforcement and fire communications, was cooperatively drafted; and

D. The City Council believes that it is in the public interest to become a member of the Los Angeles Regional Interoperable Communication System (LA-RICS) Authority created by the JPA.

SECTION 2: Pursuant to Government Code §§ 6500-6515, the City Council approves the Los Angeles Regional Interoperable Communications System Authority (“LA-RICS Authority”) Joint Powers Agreement (“JPA”) which is attached as Exhibit “A” and incorporated by reference. Consequently, the City Council authorizes the City’s membership in the LA-RICS Authority.

SECTION 3: The Mayor is authorized to execute the JPA on the City’s behalf. The City Manager, or designee, is authorized to implement the JPA as required.

SECTION 4: The City Clerk is directed to certify the passage and adoption of this Resolution; enter same in the book of original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.
PASSED, APPROVED AND ADOPTED this ___ day of February, 2009

_________________________________________
Kelly McDowell,
Mayor

ATTEST:

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 ___ day of February, 2009, and the same was so passed and adopted by the following vote:

AYES: _____________________________
NOES: _____________________________
ABSENT: ___________________________
ABSTAIN: __________________________

_________________________________________
Cindy Mortesen, City Clerk

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

By: _______________________________
    Karl H. Berger,
    Assistant City Attorney
EL SEGUNDO CITY COUNCIL  
AGENDA STATEMENT  

MEETING DATE: February 17, 2009  
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to adopt, and waive second reading, of Ordinance No. 1426 amending the parking time limits within the Parking Structure located at 121 West Grand Avenue. (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt an ordinance amending El Segundo Municipal Code ("ESMC") section 8-5E-5; and
2. Alternatively, take such additional, related, action that may be desirable.

ATTACHED SUPPORTING DOCUMENTS:
Draft ordinance amending ESMC section 8-5E-5;

FISCAL IMPACT: None
Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: City Council
REVIEWED BY: Mark D. Hensley, City Attorney
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On February 3, 2009, the City Council introduced an Ordinance amending the parking time limits within the Parking Structure located at 121 West Grand Avenue. Additionally, the Council adopted a resolution authorizing the City Manager to designate certain parking stalls in the garage for purposes of permit parking.

In 2003, the City Council approved regulations affecting the Parking Structure located at 121 West Grand Avenue. Among other things, the City Council adopted a permit parking program which assisted downtown businesses in meeting parking requirements set forth in the ESMC.

To continue assisting local businesses and make for street parking available, particularly in these times of economic downturn, the Downtown Parking Subcommittee is recommending amending current regulations affecting the Parking Structure. The Subcommittee noted that encouraging employees of surrounding businesses to use the Parking Structure, rather than parking on City streets, would increase parking within the downtown area and consequently attract more visitors.
Accordingly, the Subcommittee directed that the two hour parking time limitations within the Parking Structure be removed during the day, but be imposed between 6 p.m. and 8 a.m. The City Council at the February 3, 2009 Council Meeting amended the proposed Ordinance to remove the two hour limitation between 6 p.m. and 12 a.m. The latter restrictions would discourage overnight use of the Parking Structure while allowing enough time for employees and patrons of downtown businesses to utilize the parking without receiving parking citations.
ORDINANCE NO. 1426

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
SECTION 8-5E-5 REGULATING PARKING TIME RESTRICTIONS
WITHIN SPECIFIED AREAS.

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

SECTION 1: ESMC § 8-5E-5(A) is amended to read as follows:

"8-5E-5 Parking Prohibited; Exceptions.

A. Except as otherwise provided in this section, it is unlawful for any person
to park or leave standing any vehicle on any street or structure in a
specified area for more than two (2) hours between 12:00 a.m. and 8:00
a.m. Monday through Fridays, inclusive, holidays excepted.

B. Except as otherwise provided in this section, it is unlawful for any person
to park or leave standing any vehicle on any street or structure in a
specified area designated as "permit only" parking.

C. Exceptions. This section does not apply:

1. To any person parking in a permit stall who possesses a valid
parking permit issued pursuant to this article;

2. To any person holding a valid handicap permit issued pursuant to
this code or the California Vehicle Code; or

3. To any public emergency vehicle."

SECTION 2: 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 3: 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 4: 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:

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 Ordinance No. ________ was duly introduced by said City Council at a regular meeting held on the ______ day of _____________, 2009, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ______ day of __________, 200, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

________________________
Cindy Mortesen, City Clerk

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

By:
Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to adopt a resolution required by a four-fifths vote to authorize a no-bid public works contract for the emergency repair of a 24-inch diameter storm drain at Vista Del Mar
(Fiscal Impact: $69,000.00)

RECOMMENDED COUNCIL ACTION:
1. Adopt a Resolution by four-fifths vote to authorize a no-bid public works contract for emergency repairs.
2. Authorize the City Manager to award a contract to Sequel Contractors for the bid amount of $60,000 to remove and replace a 24” corrugated metal storm drain line and damaged asphalt.
3. Approve a project budget of $69,000 which includes a 15% contingency;
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Resolution

FISCAL IMPACT: Budget Adjustment Required
Amount Requested: $69,000.00
Additional Appropriation: Yes
Account Number(s): 001-400-4302-6206

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

BACKGROUND AND DISCUSSION:
On February 6, 2009, the Public Works Department was notified about a street settlement at Vista Del Mar. Upon inspection, it was apparent that the failure of a 24-inch diameter storm drain line caused the settlement. The recent rain storms have exasperated the problem which now requires emergency repair.

Using emergency procedures, Sequel contractors, Inc. was hired to repair the broken pipe and replace the portion of the asphalt damaged by the failure of the pipe. The work performed by the Sequel Contractors, Inc. included removal of the damaged asphalt, replacement of the 24”correguated metal pipe, compaction of the soil, installation of new pavement and traffic control.
Presently, there is no allocation of funds for the replacement of the storm drain mains or laterals. Funds will be allocated from the general fund reserve.
RESOLUTION NO.

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050.

The City Council does resolve as follows:

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

A. Pursuant to Public Contracts Code ("PCC") § 20168, the City Council may, upon a four-fifths vote, declare that public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of an emergency.

B. In accordance with PCC §§ 20168 and 22050, the City Council may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

C. On February 6, 2009, a breakage of a 24-inch storm drain pipeline occurred on Vista Del Mar causing flooding, extensive pavement damage and closure of Vista Del Mar between Grand Avenue and 45th Street.

D. In compliance with applicable law, and to protect public, health, safety and welfare, the City took immediate emergency action to repair the broken water pipeline and street pavement in accordance with El Segundo Municipal Code ("ESMC")§ 1-7-12.

E. The broken water pipeline and consequent flooding constituted a sudden, unexpected occurrence that posed a clear and imminent danger to the City property, its citizens, and employees. This threat required immediate action to prevent or mitigate the loss or impairment of essential public services.

F. Under such emergency conditions, the City Council finds that the delay resulting from public bidding would imperil essential public services.

SECTION 2: In light of the emergency described above, the City Council directs the City Manager, or designee, to take all steps necessary to protect public health, safety and welfare including, without limitation, awarding contracts in accordance with PCC § 22050.

SECTION 3: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

Resolution No._____  
Page 1 of 2
PASSED AND ADOPTED this ___ day of ____________, 2009.

________________________
Kelly McDowell, Mayor

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

By: ______________________
Karl H. Berger, Assistant City Attorney
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. _____ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the ____ day of ________________, 2009, and the same was so passed and adopted by the following vote:

AYES:
    NOES:
    ABSENT:
    ABSTENTION:
    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)
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: February 17, 2009
AGENDA HEADING: New Business

AGENDA DESCRIPTION:
Consideration of whether to deny a request to amend Development Agreement No. 00-2 (the “DA”), adopted March 20, 2001 between the City of El Segundo and W9/SEP Real Estate Limited Partnership affecting the property located at the southeast corner of Sepulveda Boulevard and Walnut Avenue, commonly known as 888 North Sepulveda Boulevard, 892 North Sepulveda Boulevard, and 898 North Sepulveda Boulevard (collectively, the “Site”). Applicant: Trammell Crow Company. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Consider whether to deny a request by the Trammell Crow Company to amend Development Agreement No. 00-2 which allows construction of a six (6)-story, 120,610 square-foot building; or
2. Alternatively, receive and file this report. If the City Council does not deny the request, the applicant may submit a full application, including, without limitation, environmental documentation to comply with the requirements of the California Environmental Quality Act (“CEQA”), a Development Agreement Amendment, and a Conditional Use Permit; or
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Planning Commission Staff Report and Attachments
2. Development Agreement No. 00-2

FISCAL IMPACT: None

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

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

BACKGROUND AND DISCUSSION:

I. Background and Analysis

The Site is comprised of two parcels. Parcel 1 (.42 acres) is improved with an existing eight (8)-story, eighty-five thousand (87,166) square foot building located at 898 North Sepulveda Boulevard. Parcel 2 (2.55 acres) was previously developed with a twelve (12)-story, one hundred forty thousand (140,000) square-foot office building located at 888 North Sepulveda Boulevard.
that was demolished in 2003. Parcel 2 is also developed with an existing 7-story parking structure (824 parking spaces) located at 892 North Sepulveda Boulevard.

On November 9, 1994 the Director of Planning and Building Safety approved Environmental Assessment EA-356/Administrative Use Permit 94-6 for the use of a portion of an existing parking garage for long-term 24-hour public airport parking as an interim use until such time that the existing two office buildings, which were vacant at that time, were leased. On November 17, 1994, the Planning Commission received and filed the Director's determination for EA356/AUP 94-6. Since that time, a portion of the garage continues to be used for airport-related parking.

On March 20, 2001, the City Council adopted Ordinance No. 1331 approving Development Agreement No. 00-2 (the "DA"). The DA is between the City of El Segundo and W9/SEP Real Estate Limited Partnership (Legacy Partners) and provides for the following:

- Demolition of an existing 12-story, 140,000 square foot vacant office building and the development of a new 6-story, 120,610 square foot office building under a floor area ratio (FAR) of 1.086:1 at 888 North Sepulveda Boulevard.

- The long-term 24-hour public airport parking business located at 892 North Sepulveda Boulevard which was approved in 1994 as an interim use under EA-356/Administrative Use Permit 94-6 must be permanently discontinued upon the City issuing a Certificate of Occupancy for the first tenant improvements associated with the new office building allowed by the DA.

- Requirement that the applicant pay one-hundred fifty thousand dollars ($150,000) to the City for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. It is at the City's sole discretion as to which improvements the contribution are applied. The payment must be made before to the City issues a Certificate of Occupancy for the first tenant improvement associated with the new office building allowed by the DA.

- The DA will expire on March 20, 2011.

In 2003, the 12-story, 140,000 square foot vacant office building located at 888 North Sepulveda Boulevard was demolished pursuant to the DA.

On December 21, 2006 Trammell Crow purchased the Site and the rights to develop the Site under all the previous agreements.

On March 19, 2008, Trammell Crow submitted Environmental Assessment No. 791 and Conditional Use Permit Application (CUP 08-02) for the development of an approximately 88,859 square-foot, 9-story, 179 room hotel. The applicant was advised that an amendment to the DA would be required.

On November 24, 2008, Trammell Crow submitted a request for a Development Agreement Amendment (DA No. 09-01) to amend the DA.
On January 22, 2009 the Planning Division received and filed Trammell Crow’s request for a DA amendment. Thereafter, the Planning Division referred the matter to the Planning Commission and City Council to determine whether the request should be denied.

The zoning classification for the Site is Corporate Office (CO) Zone and the General Plan Land Use Designation is Corporate Office. The surrounding land uses are as follows:

<table>
<thead>
<tr>
<th>Existing Land Uses</th>
<th>General Plan</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>North:</td>
<td>General Commercial</td>
<td>General Commercial</td>
</tr>
<tr>
<td>South:</td>
<td>Corporate Office</td>
<td>Corporate Office</td>
</tr>
<tr>
<td>East:</td>
<td>Corporate Office</td>
<td>Corporate Office</td>
</tr>
<tr>
<td>West:</td>
<td>Corporate Office</td>
<td>Corporate Office</td>
</tr>
</tbody>
</table>

II. **Analysis**

Trammell Crow proposes to construct of an 88,859 square-foot hotel with 179 guest-suites and to permanently maintain a scaled down version of the interim airport public parking facility within the existing 7-story parking structure. The airport/public parking use would be limited to any surplus parking not required by the ESMC at full build out of the Site. Based on the conceptual plans submitted, there would be a 460 parking space surplus in the parking structure. The applicant also proposes to reduce the FAR of 1.08:1 authorized by the DA to meet the current FAR of 0.8:1 for the Corporate Office (CO) Zone. Additionally, Trammell Crow still proposes to contribute $150,000 to the City as a public benefit to facilitate aesthetic, landscaping, and other improvements along Sepulveda Boulevard as required by the DA. The proposed amendment to the DA affect the project use, the floor area ratio, and the 24-hour public airport parking. The proposed amendments are summarized below:

<table>
<thead>
<tr>
<th>Project Item</th>
<th>Development Agreement No. 00-2</th>
<th>Proposed DA Amendment No. 09-01</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td>Develop an 120,610 square-foot, 6-story office building.</td>
<td>Develop an 88,859 square-foot, 9-story, 179 room hotel.</td>
</tr>
<tr>
<td>Floor Area Ratio. Max for FAR for Corporate Office Zone, 0.8:1</td>
<td>1.08:1</td>
<td>0.80:1</td>
</tr>
<tr>
<td>24-hour Public Airport Parking</td>
<td>Interim use to be permanently discontinued upon issuance of a Certificate of Occupancy for the proposed 120,610 square-foot office building</td>
<td>Maintain the use on a permanent basis and operate utilizing the surplus parking identified within the parking structure.</td>
</tr>
<tr>
<td>Public Benefit</td>
<td>Offer to pay $150,000 for landscaping and other improvements to Sepulveda Boulevard.</td>
<td>No change.</td>
</tr>
</tbody>
</table>

Trammell Crow indicates that the demand for office space is low and given the current economic climate such office use, is not feasible for the Site. The Applicant does not expect demand for office uses to increase in the foreseeable future. Accordingly, Trammell Crow wants to pursue a hotel project as an alternative to an office project. Trammell Crow reports there is interest from
various hotel operators and reportedly initiated discussions with several interested hotel operators. Trammell Crow cannot actively market the Site or engage in serious negotiations with potential hotel operators until the City considers the proposed changes to the DA. Rather than submit an extensive application package, Trammell Crow submitted the proposal outlined above to assess whether to file with a full application based upon the City’s response.

Hotel uses in the Commercial Office (CO) Zone require a Conditional Use Permit (CUP). Trammell Crow does not intend to be the developer of the hotel nor the applicant under the required CUP for a hotel. If the City were to consider an application for amending the DA, Trammell Crow would then market the Site and negotiate tenancy with a potential hotel operator. The selected hotel operator would then apply for an Initial Study, CUP, and all necessary discretionary permits as required.

Trammell Crow understands that even if the City does not deny the proposal outright, it may do so after considering a full application for the proposed DA amendment.

III. Environmental Review

The proposed project (Hotel) would at minimum require a Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA). The Initial Study and Mitigated Negative Declaration would be processed once a full application, which includes a CUP Application and environmental review is submitted for the proposed development of a hotel. CEQA analysis is not required should the City Council deny Trammell Crow’s request.

IV. Conclusion

This request was presented to the Planning Commission on January 22, 2009 to allow public input and provide the Planning Commission an opportunity to advise the City Council regarding whether to deny the proposal outright, or allow a full application to be processed. The Planning Commission discussed the positive aspects of the proposal and voted 5-0 to receive and file the request and refer the item to the City Council for further consideration. The City Council can either deny the request at this point or receive and file the report.
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: January 22, 2009

SUBJECT: Environmental Assessment No. EA-791 and Development Agreement No. 09-01

APPLICANT: Trammel Crow Company

PROPERTY OWNER: Trammel Crow Company

REQUEST: Proposal to amend Development Agreement No. 00-2 to construct 1) an approximately 88,859 square-foot, 179 guest suite hotel in-lieu of a 120,610 square-foot six (6)-story office building and 2) to maintain an existing public parking structure, a smaller portion of which is proposed for a permanent off-site airport parking facility.

PROPERTY LOCATION: 888-898 North Sepulveda Boulevard

I. Introduction

Trammel Crow Company ("Trammel Crow") proposes to amend Development Agreement No. 00-2, adopted March 20, 2001 between the City of El Segundo and W9/SEP Real Estate Limited Partnership. The Development Agreement allows construction of a 120,610 square-foot six (6)-story office building. Additionally, the Development Agreement allows the property owner to use the surplus on-site parking for an airport park and fly facility on an interim basis until the construction of the office building is completed.

Trammel Crow seeks to build an 88,859 square-foot hotel with 179 guest-suites and to permanently maintain an existing public parking structure, a smaller portion of which is proposed for an off-site airport parking facility. The affected property is located at the southeast corner of Sepulveda Boulevard and Walnut Avenue, commonly known as: 888 North Sepulveda Boulevard, 892 North Sepulveda Boulevard, and 898 North Sepulveda Boulevard (collectively, the "Site") in the Corporate Office (CO) Zone.
II. **Recommendation**

Planning staff recommends that the Planning Commission advise the City Council regarding the matter.

III. **Background**

The Site is comprised of two parcels (See attached LA County Assessors parcel map). Parcel 1 (.42 acres) is improved with an existing eight (8)-story, eighty-five thousand (87,166) square foot building located at 898 North Sepulveda Boulevard. Parcel 2 (2.55 acres) was previously developed with a twelve (12)-story, one hundred forty thousand (140,000) square-foot office building located at 888 North Sepulveda Boulevard that was demolished in 2003. Parcel 2 is also developed with an existing 7-story parking structure (824 parking spaces) located at 892 North Sepulveda Boulevard.

On November 9, 1994 the Director of Planning and Building Safety approved Environmental Assessment EA-356/Administrative Use Permit 94-6 for the use of a portion of an existing parking garage for long-term 24-hour public airport parking as an interim use until such time that the existing two office buildings, which were vacant at that time, were leased. On November 17, 1994, the Planning Commission received and filed the Director's determination for EA356/AUP 94-6.

On March 20, 2001, the City Council adopted Ordinance No. 1331 approving Development Agreement No. 00-2 (the “DA”). The DA is between the City of El Segundo and W9/SEP Real Estate Limited Partnership (Legacy Partners) and provides for the following:

- Demolition of an existing 12-story, 140,000 square foot vacant office building and the development of a new 6-story, 120,610 square foot office building under a floor area ratio (FAR) of 1.086:1 at 888 North Sepulveda Boulevard.

- The long-term 24-hour public airport parking business located at 892 North Sepulveda Boulevard which was approved as an interim use under EA-356/Administrative Use Permit 94-6 must be permanently discontinued upon the City issuing a Certificate of Occupancy for the first tenant improvements associated with the Project allowed by the DA.

- Requirement that the applicant pay one-hundred fifty thousand dollars ($150,000) to the City for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. It is at the City's sole discretion as to which improvements the contribution are applied. The payment must be made before to the City issues a Certificate of Occupancy for the first tenant improvement associated with the Project allowed by the DA.

- The DA will expire on March 20, 2011.
In 2003, the 12-story, 140,000 square foot vacant office building located at 888 North Sepulveda Boulevard was demolished pursuant to the DA.

On December 21, 2006 Trammel Crow purchased the Site and the rights to develop the Site under all the previous agreements.

On March 19, 2008, Trammel Crow submitted Environmental Assessment No. 791 and Conditional Use Permit Application (CUP 08-02) for the development of an approximately 88,859 square-foot, 9-story, 179 room hotel. The applicant was advised that an amendment to the Development Agreement would be required.

On November 24, 2008, Trammel Crow submitted an Application for a Development Agreement Amendment (DA No. 09-01) to amend the DA.

The surrounding land uses and zoning are as follows:

| North: | Office, Research & Development (Boeing) | General Commercial (C-3) |
| South: | Warehouse/Office | Corporate Office (CO) |
| East:  | Industrial (Boeing) | Corporate Office (CO) |
| West:  | Office Building (B of A) | Corporate Office (CO) |

**General Plan Designation**

| North:   | General Commercial          |
| South:   | Corporate Office            |
| East:    | Corporate Office            |
| West:    | Corporate Office            |

**IV. Proposed Project/Analysis**

Trammel Crow proposes to construct of an 88,859 square-foot hotel with 179 guest-suites and to permanently maintain a scaled down version of the interim airport public parking facility within the existing 7-story parking structure. The airport/public parking use would be limited to any surplus parking not required by the ESMC at full build out of the Site. Based on the conceptual plans submitted, there would be a 460 parking space surplus in the parking structure. The applicant also proposes to reduce the FAR of 1.08:1 authorized by the DA to meet the current FAR of 0.8:1 for the Corporate Office (CO) Zone. Additionally, Trammel Crow still proposes to contribute $150,000 to the City as a public benefit to facilitate aesthetic, landscaping, and other improvements along Sepulveda Boulevard as required by the DA. These proposed changes are summarized below:
<table>
<thead>
<tr>
<th>Project Item</th>
<th>Development Agreement</th>
<th>Approved Amendment No. 002</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td>Develop an 120,610 square-foot, 6-story office building.</td>
<td>Develop an 88,859 square-foot, 9-story, 179 room hotel.</td>
</tr>
<tr>
<td>Floor Area Ratio. Max for FAR for the Corporate Office Zone, 0.8:1</td>
<td>1.086:1</td>
<td>0.79:1</td>
</tr>
<tr>
<td>24-hour public airport Parking</td>
<td>Interim use to be permanently discontinued upon issuance of a Certificate of Occupancy for the proposed 120,610 square-foot office building.</td>
<td>Maintain the use on a permanent basis and operate utilizing the surplus parking identified within the parking structure.</td>
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<tr>
<td>Public Benefit</td>
<td>Offer to pay $150,000 for landscaping and other improvements to Sepulveda Boulevard.</td>
<td>No change.</td>
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Trammel Crow indicates that the demand for office space is low and given the current economic climate such office use, is not feasible for the Site. The Applicant does not expect demand for office uses to increase in the foreseeable future. Accordingly, Trammel Crow wants to pursue a hotel project as an alternative to an office project. Trammel Crow reports there is interest from various hotel operators and reportedly initiated discussions with several interested hotel operators. Trammel Crow cannot actively market the Site or engage in serious negotiations with potential hotel operators until the City considers the proposed changes to the DA. Rather than submit an extensive application package, Trammel Crow submitted the proposal outlined above to assess whether to file with a full application based upon the City's response.

Hotel uses in the Commercial Office (CO) Zone require a Conditional Use Permit (CUP). Trammel Crow does not intend to be the developer of the hotel nor the applicant under the required CUP for a hotel. If the City were to consider an application for amending the DA, Trammel Crow would then market the Site and negotiate tenancy with a potential hotel operator. The selected hotel operator would then apply for an Initial Study, CUP, and all necessary discretionary permits as required.

Trammel Crow understands that even if the City does not deny the proposal outright, it may do so after considering a full application for the proposed DA amendment.
V. **Environmental Review**

The proposed project (Hotel) would at minimum require a Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA). The Initial Study and Mitigated Negative Declaration would be processed once a Conditional Use Application is submitted for the proposed development of a hotel.

VI. **Conclusion**

This proposed matter is being presented to the Planning Commission to provide the Planning Commission an opportunity to advise the City Council regarding whether to deny the proposal outright, or allow a full application to be processed. If an application were processed, the City would still have the discretion of denying any proposed project. Staff does not have any recommendation regarding whether or not the application should be processed and is presented as an informational item only. If the City Council does not take any action regarding this matter, the City would then process an application in accordance with applicable law. Should the City Council deny the proposal, no additional CEQA review is required.

VII. **Exhibits**

A. Assessors Parcel Map  
B. Development Agreement No. 00-2  
C. Applicant's Environmental Assessment Application  
D. Applicant's Development Agreement Application with proposal and Cost-Benefit Analysis  
E. Conceptual color renderings and plans

Prepared by: Louis Morales, Project Consultant

Kimberly Christiansen, AICP, Planning Manager  
Department of Planning & Building Safety

Greg Carpenter, Director  
Department of Planning & Building Safety
EXEMPT FROM RECORDER'S FEE
Pursuant to Government
Code §§ 6103, 27383
Recording Requested By
and When Recorded Return to:

CITY CLERK
CITY OF EL SEGUNDO
350 MAIN STREET
EL SEGUNDO, CA 90245

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND

W9/SEP REAL ESTATE LIMITED PARTNERSHIP

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS
OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE
REQUIREMENTS OF GOVERNMENT CODE §65868.5
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made this 20th day of March 2001, by and between the CITY OF EL SEGUNDO, a City in the State of California ("City"), and W9/SEP REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership (the "Developer"). In consideration of the mutual covenants and agreements contained in this Agreement, the City and Developer agree as follows:

1. Recitals. This Agreement is made with respect to the following facts and for the following purposes, each of which are acknowledged as true and correct by the parties:

A. The City is authorized pursuant to Government Code Sections 65864 through 65869.5 to enter into binding agreements with persons or entities having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process.

B. The Developer is the owner of certain real property, located at the southeast corner of Sepulveda Boulevard and Walnut Avenue (the "Site"), commonly known as 888 N. Sepulveda Boulevard, 892 N. Sepulveda Boulevard, and 898 N. Sepulveda Boulevard (collectively, the "Site"). Currently, 898 N. Sepulveda Boulevard is improved with an eight (8)-story, eighty-five thousand (85,000) square foot office building, which Developer recently caused to be remodeled and retrofitted. 898 N. Sepulveda Boulevard is hereinafter referred to as "Parcel 1" and is legally described on Exhibit "A-1" attached hereto. Currently, 888 N. Sepulveda Boulevard is improved with a twelve (12)-story, one hundred forty thousand (140,000) square foot office building, which has been vacant for approximately ten (10) years, contains asbestos and requires expensive retrofitting. Located on 892 N. Sepulveda Boulevard is a six (6)-story parking structure, providing required parking for the buildings located on Parcel 1 and Parcel 2, and for a separate airport parking business operated by a Developer known as "Airport 105 Parking." 888 N. Sepulveda Boulevard and 892 N. Sepulveda are collectively referred to and herein as "Parcel 2", and are legally described on Exhibit "A-2" attached hereto.

C. The Parties desire to enter into this Agreement in conformance with the Government Code and the City of El Segundo Municipal Code in order to achieve the development of the Site as expressly provided under the terms of this Agreement.

D. The Developer proposes to demolish the existing twelve (12)-story office building, and construct a six (6)-story office building consisting of a maximum of one hundred twenty thousand six hundred and ten square feet with a Floor Area Ratio ("FAR") of 1.086. Parking for the new six (6)-story building would be provided by the existing parking structure located on Parcel 2, with an additional seventeen (17) surface parking stalls (the "Development Project"). The Development Project is hereinafter sometimes referred to as the "Project." All parking required for Parcel 1 shall be provided on Parcel 2.

E. The City desires to obtain the binding agreement of the Developer for the development of the Site in accordance with the provisions of this Agreement.

F. The Developer desires to obtain the binding agreement of the City to permit the Developer to develop the Project in accordance with the "Applicable Rules" (as
hereinafter defined), as modified by this Agreement. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and restrictions imposed upon the development of the Property pursuant to the Project approvals and this Agreement and to provide the public benefits and improvements specified in this Agreement.

G. Developer has applied to the City in accordance with applicable procedures for approval of this mutually binding Agreement. The Planning Commission and City Council of the City have given notice of intention to consider this Agreement and, have conducted public hearings thereon pursuant to the Government Code.

H. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of El Segundo and the surrounding region. The City has specifically considered and approved the impact and benefits of this Project upon the welfare of the region.

I. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under State law, the future exercise of the City's ability to delay, postpone, preclude or regulate development of the Project on the Site except as provided for herein.

J. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project, and generally serves the public interest within the City of El Segundo and the surrounding region.

K. The City is entering into this Agreement in part because it anticipates that the Project, once completed, will replace an obsolete structure which has been vacant for approximately ten (10) years with an attractive structure acting as a gateway and landmark for the northern portion of the City. The development of the Project will eliminate an obsolete building in the City in the form of the currently vacant twelve (12) -story structure, and the removal of asbestos from the vacant twelve (12) -story structure.

2. Definitions. In this Agreement, unless the context otherwise requires:

(a) "Applicable Rules" means: (i) statutes, ordinances, the rules, regulations, and official policies of the City in force as of the "Effective Date" (as hereinafter defined) governing zoning, development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project as modified by Section 6(f) of this Agreement; and (ii) the mitigation measures adopted by the City and the conditions imposed by this Agreement and the Project's Discretionary Approvals.

(b) "Discretionary Actions; Discretionary Approvals" are actions which require the exercise of judgment or a decision, and which contemplate and authorize the imposition of revisions or conditions, by the City, including any board, commission, or department of the City and any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.
(c) "Effective Date" shall be the date the applications for Discretionary Approvals were approved by City Council.

(d) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted, operative after the Effective Date of this Agreement which, other than as provided for in this Agreement, would govern the zoning, development, density, permitted uses, growth management, environmental considerations, and design criteria applicable to the Project and Site. The parties intend the development of the Project and the Site to be subject to Subsequent Applicable Rules only to the extent specified in paragraph (a) of Section 8 of this Agreement.

(e) "Zoning Ordinance" is the Zoning Ordinance for the City of El Segundo contained in the El Segundo Municipal Code, as it exists on the Effective Date.

3. **Interest of Developer.** The Developer represents to the City that, as of the Effective Date, it owns the Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

4. **Binding Effect.** This Agreement, and all of the terms and conditions of this Agreement, shall run with the land comprising the Site and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest.

5. **Negation of Agency.** The Parties acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers, partners or employer/employee.

6. **Development of the Property.** The following specific restrictions shall govern the use and development of the Project as described herein and in Exhibit "B", and without the need for any additional Discretionary Actions:

(a) **Permitted Uses of the Property.** Nothing set forth in this Agreement shall be deemed to require Developer to complete the Project; however, the City and the Developer agree that the permitted, conditional and permitted uses of the Property shall be as provided in the Applicable Rules, as modified by subsection (f) herein below.

(b) **Density and Intensity of Use.** The City and Developer agree that the maximum densities and intensities for the permitted use of the Project shall be as set forth in this Agreement and the Discretionary Approvals.

(c) **Maximum Height and Size of Proposed Building.** The City and Developer agree that the maximum height and size of the building proposed for the Project shall be as set forth in this Agreement.

(d) **Development Standards.** All design and development standards applicable to the development of the Project shall be in accordance with the Applicable Rules, as modified by subsection (f) herein below, the conditions of the Discretionary Approvals as adopted,
amended or modified in the future by mutual consent. The sole exactions, conditions, and mitigation measures to be required for the Project shall be those contained in the Applicable Rules, the conditions imposed by the Project’s Discretionary Approvals, and this Agreement.

(e) **Adherence to Building Code.** All construction on the Property shall adhere to the California Building Code, including the Fire Resistive Design Manual, the National Electrical Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Code for Building Conservation and the Uniform Administrative Code in effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively "the Building Codes").

(f) **Exceptions to Development Standards.** The Developer shall be permitted to design and construct the Project with the following exceptions to the current Zoning Ordinance Development Standards, as may reasonably be required to carry out the Project, including, without limitation, the following:

(i) In connection with Development Project, the existing "Administrative Use Permit" (EA No.356, and AUP No. 94-6), for Developer's currently existing "Park and Ride" business shall be permanently revoked and the use shall be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding occupancy of a building management/leasing office which shall not trigger such revocation;

(ii) Two (2) loading spaces with a width of thirteen (13) feet and a depth of thirty (30) feet shall be required to serve Parcel 2 instead of the three (3) loading spaces with a width of thirteen (13) feet and depth of fifty (50) feet as required by Section 20.54.060 of the City’s Zoning Ordinance.

7. **Acknowledgments, Agreements and Assurances on the Part of the Developer.** The parties acknowledge and agree that Developer's faithful performance in developing the Project on the Site, pursuant to the terms of this Agreement and in constructing and installing public improvements, making payments and complying with the Applicable Rules will fulfill substantial public needs. The City acknowledges and agrees that there is good and valuable consideration to the City resulting from Developer's assurances and faithful performance thereof and that same is in balance with the benefits conferred by the City on the Project and the Developer by this Agreement. In consideration of the foregoing and the City's assurances set out in Section 8 below, Developer makes the covenants set forth in this Agreement.

8. **Acknowledgments, Agreements and Assurances on the Part of the City.** In order to effectuate the provisions of this Agreement, and in consideration for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 7 of this Agreement, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of the Project within the Site, subject to the terms and conditions of this Agreement, the conditions of the Project Approvals and the Applicable Rules, as modified by this Agreement. Therefore, the City hereby agrees and acknowledges that:
(a) **Entitlement to Develop.** The Developer is hereby granted the vested right to develop the Project on the Site to the extent and in the manner provided in this Agreement, subject to the Applicable Rules, as modified by this Agreement, and, should the City make the findings set forth below in this subparagraph (a), any "Subsequent Applicable Rules". Any change in the Applicable Rules, including, without limitation, any change in the General Plan, any applicable Specific Plan, Zoning Ordinance, growth management regulations, design standards or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, shall not be applied by the City to the Project on the Site. Subsequent Applicable Rules can be applied to the Site by the City only if, after public hearing, (1) the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) it is applied consistently and evenly to all other similar developments in the City. Subsequent Applicable Rules with regard to increases in existing permit fees imposed by the City (i.e., fees intended to cover the City's processing costs) and not otherwise restricted by the terms of this Agreement, may, notwithstanding the above, be imposed on Developer.

In the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

(b) **Subsequent Discretionary Actions.** With respect to any Discretionary Action or Discretionary Approval that is, or may be required subsequent to the execution of this Agreement, the City agrees that it will not unreasonably withhold from Developer or unreasonably condition or delay any such Discretionary Action or Discretionary Approval which must be issued by the City in order for the development of the Project Site to proceed unless the City determines that (1) the failure to impose such condition would place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) such condition is applied consistently and evenly to all other similar developments in the City. Moreover, in the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

9. **Vesting of Development Rights.** In Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer shall have the right, without obligation, except as otherwise specifically set forth herein, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the terms of this Agreement. In furtherance of the City's and Developer's intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of
development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Site. However, nothing in this section shall be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

10. **Benefits to the City.** The City will benefit from the elimination of the existing obsolete building as a result of the demolition of the existing, vacant twelve (12) -story building located on the Site, the abatement of asbestos located in such vacant building, and the development of a new, image enhancing development project within the northern portion of the City. The City will benefit from increased sales taxes derived from retail sales to occupants of the Project. Further, the Developer agrees to contribute to the City the sum of One-Hundred Fifty Thousand Dollars ($150,000) for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. The City shall, at its sole discretion determine which improvements the Developer's contribution shall be used for. The payment shall be made prior to the City's issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding a building/management and leasing office which shall not trigger the contribution obligation. Any such work shall be performed by the City.

11. **Cooperation and Implementation.** The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory performance by Developer of all required preliminary conditions, actions and payments, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and the development of the Project or Site in accordance with the terms of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans, and other information necessary for the City to carry out its obligations under this agreement.

12. **Review of Compliance.**

   (a) **Periodic Review.** The City Manager of the City shall review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedure and standards set forth in this Agreement and the El Segundo Municipal Code in order to ascertain compliance by the Developer with the terms of this Agreement.

   (b) **Special Review.** The City Council of the City may order a special review of compliance with this Agreement at any time but not to exceed twice per year. The Director of Planning and Building Safety or the City Council, as determined by the City Council, shall conduct such special reviews.

   (c) **Procedure.** During either a periodic review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The parties acknowledge that failure by the Developer to demonstrate good faith compliance shall constitute grounds for termination or modification of this Agreement in accordance with Government Code § 65865.1.
13. **Default Provisions.**

(a) **Default.** Either party to this Agreement shall be deemed to have breached this Agreement if it materially breaches any of the provisions of the Agreement and the same is not cured within the time set forth in a written notice of violation from the non-breaching party to the breaching party, which period of time shall not be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching party cannot reasonably cure a non-monetary breach within the time set forth in the notice, then the breaching party shall not be in default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines to proceed with termination of this Agreement, the City shall give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code Sections 65867 and 65868. At the time and place set forth in the hearing on termination, the Developer shall be given an opportunity to be heard. If the City Council finds based upon the evidence that the Developer is in breach of the Agreement, the Council may modify or terminate this Agreement.

(b) **Content of Notice of Violation.** Every notice of violation shall state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. The notice shall be deemed given on the date that it is personally delivered or on the date that is three (3) business days after it is deposited in the United States mail, in accordance with Section 21 hereof.

(c) **Remedies for Breach.** The Parties agree that remedies for breach of the Agreement shall be limited to the remedies expressly set forth in this subsection. The remedies for breach of the Agreement by City or Developer shall be limited to injunctive relief and/or specific performance except in the event of a monetary default by Developer the City shall be entitled to seek any remedy available to it at law or in equity.

14. **Mortgagee Protection.** At the same time that City gives notice to the Developer of a breach, City shall send a copy of the notice to each holder of record of any deed of trust on the portion of the Site in which Developer has a legal interest ("Financier"), provided that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this Section 14. The copies shall be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and shall be deemed received upon the third (3rd) day after deposit. Each Financier that has given prior notice to City pursuant to this Section shall have the right, at its option and insofar as the rights of City are concerned, to cure any such breach within sixty (60) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier shall have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within sixty (60) days after receipt of the notice for City and thereafter diligently prosecutes the same to completion. City shall not commence legal action against Developer by reason of Developer's breach without allowing the Financier to cure the same as specified herein. Notwithstanding any cure by Financier, this Agreement shall be binding and effective against the Financier and every owner of the Site, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.
15. **Estoppel Certificate.** At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such party certify in writing that, to the knowledge of the certified party (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting party is not in breach of this Agreement, or if in breach, a description of each such breach. The party receiving such a request shall execute and return the certificate within thirty (30) days following receipt of the notice. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Site in which that Developer has a legal interest.

16. **Modification Amendment or Cancellation.** Subject to the notice and hearing requirements of Section 65867 of the Government Code, this Agreement may be modified or amended from time to time by mutual consent of the parties or their successors in interest in accordance with the provisions of the El Segundo Code and Section 65868 of the Government Code.

17. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of ten (10) years, unless said term is terminated, modified, or extended by circumstance set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, such termination shall not automatically affect any right of the City or Developer arising from City approvals on the Project prior to the expiration of the term or arising from the duties of the parties as prescribed in this Agreement.

18. **Administration of Agreement and Resolution of Disputes.** All decisions by the City staff concerning the interpretation and, administration of this Agreement and the Project which is the subject hereof are appealable to the City Council and all like decisions by the City Council shall be final. However, decisions of the City Council shall also be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5. so long as such action is filed in a court of competent jurisdiction not later than ninety (90) days following the date on which the City's decision becomes final pursuant to Code of Civil Procedure Section 1094.6.

19. **Notices.** All notices under this Agreement shall be in writing and shall be effective when personally delivered or upon the third (3rd) day after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to City:  
City of El Segundo  
350 Main Street  
El Segundo, California 90245  
Attn: Director of Community, Economic and Development Services

With a copy to:  
Burke, Williams & Sorensen  
611 West Sixth Street, 25th Floor
Los Angeles, California 90017
Attn: Mark Hensley

If to Developer: Legacy Partners Commercial, Inc.
30 Executive Park, Suite 100
Irvine, California 92614-6741
Attention: Mr. Michael Morris

With a copy to: Allen Matkins Leck Gamble & Mallory LLP
1900 Main Street, 5th Floor
Irvine, California 92614-7321
Attention: R. Michael Joyce, Esq.

Any party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above.

20. **Severability and Termination.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

21. **Time of Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

22. **Force Majeure.** In the event of changed conditions, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which substantially interfere with carrying out the Project, as approved by the City, or with the ability of either party to perform its obligations under this Agreement, and which are not due to actions of Developer and are beyond its reasonable control, the parties agree to bargain in good faith to modify such obligations to achieve the goals and preserve the original intent of this Agreement.

23. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the party against whom enforcement of the waiver is sought.

24. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended, except as expressly provided herein.

25. **Relationship of the Parties.** Each party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Party in any respect. Nothing contained herein or in any document executed in
connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

26. **Rules of Construction.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Project Approvals or the Subsequent Approvals, the provisions of this Agreement shall prevail over the Project Approvals.

27. **Constructive Notice and Acceptance.** Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest in the Project Site.

28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

29. **Attorney’s Fees.** In the event any action, suit or proceeding is brought for the enforcement or declaration of any right or obligation pursuant to, or as a result of any alleged breach of, this Agreement, the prevailing party shall be entitled to its reasonable attorneys’ fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys’ fees under this section shall include attorneys’ fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

30. **Incorporation of Exhibits.** The following Exhibits are part of this Agreement and each of which are incorporated herein by this reference:

   - Exhibit A-1
   - Exhibit A-2
   - Exhibit B
   - Exhibit C

   Legal Description of Parcel 1
   Legal Description of Parcel 2
   Description of the Projects
   Form of Assignment and Assumption

31. **Entire Agreement; Conflicts.** This Agreement represents the entire agreement of the parties. Should any or all of the provisions of this Agreement be found to be in conflict with any provision or provisions found in the Project Approvals, Applicable Rules, or Subsequent Applicable Rules, then the provision(s) of this Agreement shall prevail.

32. **Release Upon Transfer.** Upon the sale or transfer of the Developer’s interest in any portion of the Property, except as otherwise provided herein, Developer shall be released from its obligations with respect to the portion so sold or transferred subsequent to the effective date of the sale or transfer and the City’s sole remedy shall be against the assignee or its successor or assign, provided that (i) Developer is not in breach of this Agreement at the time of
the sale or transfer and (ii) prior to the sale or transfer, Developer delivers to City a written assignment and assumption agreement in the form attached hereto as Exhibit "C", duly executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser or transferee expressly assumes the obligations of Developer under this Agreement with respect to the sold or transferred portion of the Property. Failure to provide a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of the purchaser or transferee pursuant to this Agreement. Nothing contained herein shall be deemed to grant to City discretion to approve or deny any such sale or transfer.

33. **Hold Harmless.** The Developer hereby agrees to and shall defend, protect, save and hold the City and its elected and appointed boards, commissions, officers, agents and employees harmless from any and all claims, costs, losses, fines, penalties, demands, injuries, judgments and/or liabilities for any damages arising out of, or resulting from, the City's approval of this Agreement or either party's performance pursuant to this Agreement; provided, however, that the Developer shall not be required to indemnify the City from its negligence or willful misconduct; and further provided that the Developer may elect to legally challenge the City's implementation or interpretation of this Agreement.

34. **Joint Preparation.** This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any party on the ground that the Party prepared the Agreement or caused it to be prepared.

35. **Governing Law and Venue.** This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Los Angeles.

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

IN WITNESS WHEREOF, the Parties have each executed this Agreement of the date first written above.

**CITY OF EL SEGUNDO**

By: [Signature]

Mike Gordon, Mayor

**ATTEST**

[Signature]

Cindy Mortensen, City Clerk
Approved as to form:

Mark D. Hensley, City Attorney

W9/SEP REAL ESTATE LIMITED
PARTNERSHIP, a Delaware limited partnership
By: W9/SEP Gen Par Inc., a Delaware corporation,
    General Partner
By:
Name: Barry D. Ruocco
Its: Vice President

EXHIBITS

Exhibit A-1 – Legal Description of Parcel 1
Exhibit A-2 – Legal Description of Parcel 2
Exhibit B – Description of Project
Exhibit C – Assignment and Assumption
STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES 

On April 25, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Mike Gordon and Cindy Martese known to me to be the persons who executed the within instrument as Mayor and City Clerk, respectively, of the CITY OF EL SEGUNDO, the public agency therein named, and acknowledged to me that such Commission executed the within instrument pursuant to its bylaws or a resolution of its members.

WITNESS my hand and official seal.

[Signature]
Linda Cathy Domann
Name (typed or printed)

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss.

On April 5, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared known to me to be the President of and known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of W/S & G Real Estate Limited Partnership, the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

[Signature]
Julie Johnston
EXHIBIT A-1

Legal Description of Parcel 1 (898 North Sepulveda Boulevard)

Parcel 1 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Map in the Office of the County Recorder of said County.
EXHIBIT A-2

Legal Description of Parcel 2
(888 North Sepulveda Boulevard and 892 North Sepulveda Boulevard)

Parcel 2 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Maps, in the Office of the County Recorder of said County.
EXHIBIT "B"

Description of Project

The Project consists of the demolition of the existing 12-story office building, and the development of a 6-story office building consisting of a maximum of 120,610 net square feet, with a floor area ratio of 1.086, with parking provided by the existing parking structure located on Parcel 2, with an additional 17 surface parking stalls. The existing "Park and Ride" business would be permanently revoked and the use would be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Project, provided that the occupancy of a building management/leasing office shall not trigger such revocation.
EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption is entered into as of this ___ day of _____, 2001, by and between W9/SEP Real Estate Limited Partnership ("Assignor") and _________ ("Assignee") with respect to the following facts:

RECITALS:

A. Assignor is the "Developer" with respect to that certain Development Agreement dated _________, (the "Development Agreement") by and between Assignor and the City of El Segundo, a city in the State of California ("City").

B. The Development Agreement pertains to that certain real property located in the City consisting of 888, 892 and 898 North Sepulveda Boulevard (collectively, the "Site").

C. By this Assignment and Assumption, Assignor desires to assign all its right, title and interest in and to the Development Agreement to Assignee and Assignee desires to assume all of Developer's interest and obligations with respect to the Development Agreement.

NOW, THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Development Agreement. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Development Agreement and Assignee hereby accepts such assignment.

2. As-Is; Non-Recourse. Assignee hereby acknowledges and represents that Assignee has had a full and complete opportunity to evaluate the Development Agreement and the Site. Assignee acknowledges and represents that Assignee accepts the assignment of Assignor's interest in the Development Agreement on an "AS IS" basis, without any recourse to Assignor, and without any representation or warranty of any kind with respect to the terms and conditions of the Development Agreement and/or the obligations of "Developer" under the Development Agreement.

3. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all the terms, conditions, covenants and obligations imposed upon or assumed by Assignor under the Development Agreement.

4. Miscellaneous.

(a) Notices. All notices or other communications provided for or permitted hereunder shall be made in writing by hand-delivery, or pre-paid first-class mail:
If to Assignor: W9/SEP Real Estate Limited
Partnership

If to Assignee:

ALL SUCH NOTICES AND COMMUNICATIONS SHALL BE DEEMED TO HAVE BEEN
DUTY GIVEN: WHEN DELIVERED BY HAND, IF PERSONALLY DELIVERED; AND
TWO BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL, POSTAGE PRE-PAID,
IF MAILED AS AFORESAID. ANY PARTY MAY FROM TIME TO TIME, BY WRITTEN
NOTICE TO THE OTHER, DESIGNATE A DIFFERENT ADDRESS WHICH SHALL BE
SUBSTITUTED FOR THAT SPECIFIED ABOVE.

(b) Captions and Headings. The captions and headings in this Assignment for
convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(c) Time of Essence. Except as otherwise provided herein, time is of the
essence with respect to all provisions of this Assignment in which a definite time for
performance is specified; provided, however, that the foregoing shall not be construed to limit or
deprive a party of the benefit of any grace period provided for in this Assignment.

(d) Interpretation and Governing Law. This Assignment shall be governed by
and construed in accordance with the internal laws of the State of California applicable to
agreements made and to be performed within the state. The provisions of this Assignment shall
be interpreted in a reasonable manner to effect the purpose of the parties and this Assignment.
Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision
that would require interpretation of any ambiguities in this Assignment against the party that has
drafted it is not applicable and is waived.

(e) Waiver of Jury Trial. The parties hereby waive their respective right to
trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action,
proceeding or hearing brought by a party hereto or its successors and assigns on any matter
whatsoever arising out of, or in any way connected with, this Assignment, the relationship of the
parties hereto, or the enforcement of any remedy under any law, statute, or regulation,
emergency or otherwise, now or hereafter in effect.

(f) Severability. In the event that any one or more of the provisions contained
herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in
any respect for any reason, the validity, legality and enforceability of any such provision in every
other respect and of the remaining provisions hereof shall not be in any way impaired or
affected, it being intended that all other rights and privileges shall be enforceable to the fullest
extent permitted by law.

(g) Attorneys' Fees. In any action or proceeding brought to enforce or
interpret any provision of this Assignment, or where any provision hereof is validly asserted as a
defense, the prevailing party shall be entitled to recover actual attorneys' fees and all other
litigation costs including without limitation costs awardable pursuant to California Code of Civil
Procedure Section 1033.5 and amounts payable to expert witnesses ("Costs") in addition to any other available remedy. In addition to the fees and Costs recoverable under the preceding sentence, the parties agree that the prevailing party shall be entitled to recover actual attorneys' fees and Costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

(h) Entire Agreement. This Assignment is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Assignment supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the parties with respect to such subject matter and there are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein.

(i) Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(j) Amendments. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated orally or in writing, except that any term of this Assignment may be amended by a writing signed by the parties, and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted.

(k) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(l) No Third Party Beneficiaries. Nothing expressed or mentioned in this Assignment is intended or shall be construed to give any person, other than the parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Assignment or any provisions herein contained, this Assignment and any conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and for the benefit of no other person.

(m) Counterparts. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Facsimile. This Assignment may be executed by a party's signature transmitted by facsimile ("fax"), and copies of this Assignment executed and delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with
original signatures. All parties hereto may rely upon faxed signatures as if such signatures were
originals. Any party executing and delivering this Assignment by fax shall promptly thereafter
deliver a counterpart signature page of this Assignment containing said party's original signature.
All parties hereto agree that a faxed signature page may be introduced into evidence in any
proceeding arising out of or related to this Assignment as if it were an original signature page.

"ASSIGNOR"

W9/SEP Real Estate Limited Partnership

By: W9/SEP Gen-Par Inc., a Delaware corporation, General Partner

By: 
Name: 
Its:

"ASSIGNEE"
CALSMART L.L.C.
c/o RREEF America L.L.C.
101 California Street, 26th Floor
San Francisco, CA 94111
Attention: Dwight L. Merriman

Re: Development Agreement dated March 20, 2001 (the "Development Agreement") between the City of El Segundo (the "City") and W9/SEP Real Estate Limited Partnership (the "Seller") for 888, 892 and 898 N. Sepulveda Boulevard, El Segundo, CA (the "Site")

Ladies and Gentlemen:

The undersigned certifies to CALSMART L.L.C. (the "Purchaser") and to the Seller that to the undersigned's knowledge:

1. The Development Agreement and all Discretionary Approvals (as defined in the Development Agreement) necessary to construct the Project as defined in and as contemplated under the Development Agreement, are in full force and effect, and the Development Agreement is a binding obligation of the parties.

2. A true and complete copy of the Development Agreement is attached hereto as Exhibit A. Neither the Development Agreement nor any Discretionary Approvals have been amended.

3. Seller is not in breach of or in default under the Development Agreement or any Discretionary Approvals, nor is the City in breach of or in default under the Development Agreement.

4. All Discretionary Approvals necessary to construct the Project as contemplated by the Development Agreement have been obtained and are not due to expire prior to the expiration of the Development Agreement, other than the Administrative Use Permit for the "Park and Ride" business referred to in Section 6(f)(i) of the Development Agreement, and other than __________________________ [If None, state "None"].

5. The City consents to the assignment of the Development Agreement and all Discretionary Approvals to Purchaser in accordance with the form of assignment attached to the Development Agreement as Exhibit C.

The undersigned makes the above statements with the understanding that Purchaser and its lender, if any, on the Project intend to rely upon these statements in connection with its intended purchase and financing of the Site.

CITY OF EL SEGUNDO

By: ______________________
Name: _____________________
Its: _______________________

Date: ______________, 2001
**ENVIRONMENTAL CHECKLIST**

Environmental Assessment No: 

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**BACKGROUND**

1. **Project Title:** Trammell Crow Company Hotel Development

2. **Project Location:** 888 N. Sepulveda Boulevard, El Segundo, California

3. **Applicant:** Trammell Crow Company

<table>
<thead>
<tr>
<th>Name (print or type)</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Drake</td>
<td>(949) 477-4731</td>
<td>(949) 477-9107</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Email</th>
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</thead>
<tbody>
<tr>
<td>4 Park Plaza, Suite 700</td>
<td><a href="mailto:ddrake@trammellcrow.com">ddrake@trammellcrow.com</a></td>
</tr>
</tbody>
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<tr>
<th>City/St/Zip</th>
<th>Signature</th>
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<tbody>
<tr>
<td>Irvine, California 92614</td>
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4. **Property Owner**

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<tr>
<th>Name (print or type)</th>
<th>Phone</th>
<th>Fax</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Address</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Park Plaza, Suite 700</td>
<td><a href="mailto:ddrake@trammellcrow.com">ddrake@trammellcrow.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City/St/Zip</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irvine, California 92614</td>
<td></td>
</tr>
</tbody>
</table>
5. **Representative of applicant:** (i.e., attorney, expeditor, etc.)

Trammell Crow Company
Name (Print or Type)  
(949) 477-4731  
Phone  
(949) 477-9107  
Fax  
4 Park Plaza, Suite 700  
Address  
ddrake@trammelcrow.com  
Email  
Irvine, California 92614  
City/State/Zip  

6. **Architect/Engineer:**

Pacific Design Concepts, LLC  
Name (Print or Type)  
(702) 454-5842  
Phone  
(702) 307-9483  
Fax  
heatherm@pactdesignconcepts.com  
Email  
(Signature)  
3005 W. Horizon Ridge Parkway, Suite 200  
Address  

Henderson, Nevada 89052  
City/State/Zip  

Property Situated at: **Assessor Parcel No. 4138-005-035 & 036. See attached legal**  
(Exact legal description. Provide attachment if necessary).  

General Location:  
888 Sepulveda Boulevard  
Address  
between Walnut and Maple Street  
Street/Avenue  

Existing Zoning: **C0**  
General Plan Land Use Designation: **Corporate Office**

II. **PROJECT INFORMATION**

1. **Description of Project:** Describe the whole action involved, including but not limited to later phases of the project and if any secondary, support, or off-site features necessary for its implementation. (attach additional sheets if necessary for this question and all project information questions).

   The proposed project consists of an approximate 88,859 net square feet / 97,017 gross square feet hotel on an existing site (140,000 square feet) where a previous office was demolished in 2003. The hotel structure will be 9 stories in height with 2 level of subterranean parking.

2. **Site Area:** 2.55 acres  
**Bldg Area:** 88,859 s.f.  
**Bldg Height:** 150 feet above ground  
**No. Floors:** 9 + 2 parking

   **Floor Area Ratio (FAR):** 80 FAR  
   **Percentage of lot coverage by structure:** 12.38%

3. **Proposed Use(s) of Building(s):** **Hotel**

4. **No. of Employees:** 50  
**Max. per shift:** 25  
**Days/Hours of operation:** 24 hours day/7 days a week
5. Number of standard stalls provided (if any): 166
   Number of compact stalls provided (if any): 0
   Number of tandem stalls provided (if any): 0
   Number of on-site accessible spaces provided (if any): 6
   Number of on-site loading spaces provided (if any): 2
   Total Number of on-site parking spaces provided: 174

6. Proposed construction scheduling: Construction would start in 12-18 months

7. Will any permits (including a Hazardous Material Business Plan) be required from agencies other than the City? (please explain) NO

8. Will the project use, store, or dispose of potentially hazardous chemicals, materials, toxic substances, flammables or explosives? (please explain) NO

   If yes to either 5 or 6 please describe in detail on a separate sheet.

9. Existing land uses of the subject site and surrounding properties:
   Subject property: Office
   North: Office
   East: Industrial
   South: Industrial / Office
   West: Office

10. Physical Site:
    Will the project modify existing natural features? NO
    Estimated cubic yards of grading involved in the project: Cut: 5,000 Fill: 5,000

11. Does the proposed project require a Conditional Use Permit or any other discretionary Planning application? Yes
    If so, please list associated planning applications and describe reasons necessitating those requests.
    A Conditional Use Permit is required to allow a Hotel use in a C0 zone. A new Development Agreement is required to replace the old Development Agreement previously approved on 03/20/01.

12. Other public agencies whose approval is required: (e.g., permit, financing, approval or participation agreement, etc.) Building Permit, Public Works

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III. ENVIRONMENTAL SETTING

1. Describe the project site as it exists before the project, including information on topography, soil stability, plant and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach and label photographs of the site and surrounding area.

The existing site is bare dirt with the exception of an existing seven (7) story 819 space parking structure which will remain. The site was previously occupied by a 140,000 square foot office building which was demolished in 2003. The parcel has not been improved since then and there are no cultural, plant or animal issues now.

2. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of the development (height, frontage, setback, rear yard, etc.). Attach and label photographs of the site and surrounding area.

The surrounding sites are fully developed with industrial and office users. Directly to the North of the site is an existing 86,276 square foot office building approximately 123 feet in height and an existing seven (7) story 819 space parking structure approximately 67 feet in height (owned by Trammell Crow Company). To the East is a one (1) story manufacturing facility approximately 20 feet in height owned by Boeing. To the South is a one (1) story manufacturing facility approximately 20 feet in height and to the West of Sepulveda Boulevard is a one and two story bank building approximately 30 feet in height.
IV. ENVIRONMENTAL IMPACTS

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following page.

☐ Aesthetics
☐ Agricultural Resources
☐ Air Quality
☐ Biological Resources
☐ Cultural Resources
☐ Geology/Sols
☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality
☐ Land Use/Planning
☐ Mineral Resources
☐ Noise
☐ Population/Housing
☐ Public Services
☐ Recreation
☐ Transportation/Traffic
☐ Utilities/Service Systems
☐ Mandatory Findings of Significance

EVALUATION OF IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-specific, direct and indirect construction as well as operational impacts.

3. The checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." You must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(e)(3)(D). In this case, a brief discussion should identify the following:
   a. Earlier Analyses Used. Identify and state where they are available for review.
   b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
   d. Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. **Supporting Information Sources.** A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. **Explanation of each issue should identify:**
   a. the significance criteria or threshold, if any, used to evaluate each question; and
   b. the mitigation measure identified, if any, to reduce the impact to less than significance.

**ISSUES**

A brief written explanation is required for all of your responses to the following questions except those checked "No Impact". Your responses must be keyed to the corresponding question (e.g., a response to the first question should begin with "1a" followed by your narrative response).
<table>
<thead>
<tr>
<th>Issues:</th>
<th>Potentially Significant Impact</th>
<th>Less than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<td>I.</td>
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<td>AESTHETICS. Would the project:</td>
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<td></td>
<td>a). Have a substantial adverse effect on a scenic vista?</td>
<td>☐</td>
<td>☐</td>
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<td></td>
<td>b). Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?</td>
<td>☐</td>
<td>☐</td>
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<td></td>
<td>c). Substantially degrade the existing visual character or quality of the site and surroundings?</td>
<td>☐</td>
<td>☐</td>
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<td></td>
<td>d). Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?</td>
<td>☐</td>
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<tr>
<td>II.</td>
<td>AGRICULTURAL RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model. To use in assessing impacts on agriculture and farmland. Would the project:</td>
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<td>a). Convert Prime Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared Pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</td>
<td>☐</td>
<td>☐</td>
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<td></td>
<td>b). Conflict with existing zoning or agricultural use, or a Williamson Act contract?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td></td>
<td>c). Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>III.</td>
<td>AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</td>
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<tr>
<td></td>
<td>a). Conflict with or obstruct implementation of the applicable air quality plan?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td></td>
<td>b). Violate any air quality standard or contribute substantially to an existing or projected air quality violation?</td>
<td>☐</td>
<td>☐</td>
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c). Result in a cumulatively considerable net increase of any criteria pollutant for which the project region nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursor)?

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<tr>
<th>Potentially Significant Impact</th>
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<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<td>☐</td>
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</table>

d). Expose sensitive receptors to substantial pollutant concentrations?

| ☐                             | ☐                                                        | ☑                             | ☑         |

e). Create objectionable odors affecting a substantial number of people?

| ☐                             | ☐                                                        | ☑                             | ☑         |

IV. BIOLOGICAL RESOURCES. Would the project:

a). Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

| ☐                             | ☐                                                        | ☑                             | ☑         |

b). Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

| ☐                             | ☐                                                        | ☑                             | ☑         |

c). Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc) through direct removal, filling, hydrological interruption, or other means?

| ☐                             | ☐                                                        | ☑                             | ☑         |

d). Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

| ☐                             | ☐                                                        | ☑                             | ☑         |

e). Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

| ☐                             | ☐                                                        | ☑                             | ☑         |

f). Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

| ☐                             | ☐                                                        | ☑                             | ☑         |
V. CULTURAL RESOURCES. Would the project:

<table>
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<tr>
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<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tbody>
<tr>
<td>a.</td>
<td>Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5 of the Public Resources Code?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>b.</td>
<td>Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5 of the Public Resources Code?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>c.</td>
<td>Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</td>
<td>☐</td>
<td>☐</td>
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<td>d.</td>
<td>Disturb any human remains, including those interred outside of formal cemeteries?</td>
<td>☐</td>
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VI. GEOLOGY AND SOILS. Would the project:

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<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tbody>
<tr>
<td>a.</td>
<td>Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>i.</td>
<td>Rupture of a known earthquake fault as defined on the most recent Alquist-Prando Earthquake Fault Zone Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>ii.</td>
<td>Strong seismic ground shaking?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>iii.</td>
<td>Seismic-related ground failure, including liquefaction?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>iv.</td>
<td>Landslides?</td>
<td>☐</td>
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<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tr>
<td>b.</td>
<td>Result in substantial soil erosion or the loss of topsoil?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>c.</td>
<td>Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d.</td>
<td>Be located on expansive soil, as defined in Table 18-1-1B of the Uniform Building Code (1994), creating substantial risks to life or property?</td>
<td>☐</td>
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</tr>
<tr>
<td>e.</td>
<td>Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems, where sewers are not available for the disposal of waste water?</td>
<td>☐</td>
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</tbody>
</table>
VII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

a). Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?

b). Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous material into the environment?

c). Emit hazardous emissions or handle or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

d). Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

e). Be a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people working in the project area?

f). For a project within the vicinity of a private air strip, would the project result in a safety hazard for people residing or working in the project area?

g). Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

h). Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

VIII. HYDROLOGY AND WATER QUALITY. Would the project:

a). Violate any water quality standards or waste discharge requirements?

b). Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land use or planned uses for which permits have been granted?)
c). Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

  □ □ □ □

d). Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in flooding on- or off-site?

  □ □ □ □

e). Create or contribute immit water which would exceed the capacity of existing or planned storm water drainage system, or provide substantial additional sources of polluted runoff?

  □ □ □ □

f). Otherwise substantially degrade water quality?

  □ □ □ □

g). Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

  □ □ □ □

h). Place within a 100-year flood hazard area structures which would impede or redirect flood water?

  □ □ □ □

i). Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

  □ □ □ □

j). Inundation by seiche, tsunami, or mudflow?

  □ □ □ □

IX LAND USE AND PLANNING: Would the project:

a). Physically divide an established community?

  □ □ □ □

b). Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

  □ □ □ □

c). Conflict with any applicable habitat conservation plan or natural community conservation plan?

  □ □ □ □

X MINERAL RESOURCES: Would the project:

a). Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

  □ □ □ □
Issues:

b). Result in the loss of availability of locally-important mineral resource recovery sites delineated in a local general plan, specific plan or other land use plan?

XI. NOISE. Would the project result in:

a). Exposure of persons to or generation of noise levels in excess of standards established in the local general plan, noise ordinance, or applicable standard of other agencies?

b). Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

c). A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

d). A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

e). For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

f). For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

XII. POPULATION AND HOUSING. Would the project:

a). Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

b). Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

c). Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?
<table>
<thead>
<tr>
<th>Issue:</th>
<th>Potentially Significant Impact</th>
<th>Less than Significant Impact</th>
<th>Mitigation Incorporation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tr>
<td>XIII. PUBLIC SERVICES. Would the project:</td>
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<tr>
<td>a). Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rates, response times or other performance objectives for any of the public services:</td>
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<td>Fire protection?</td>
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<td>Police protection?</td>
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<td>Schools?</td>
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<td>Parks?</td>
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<td>Other public facilities?</td>
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<td>XIV. RECREATION. Would the project:</td>
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<td>a). Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</td>
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<td>b). Does the project include recreation facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?</td>
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<td>XV. TRANSPORTATION/TRAFFIC. Would the project:</td>
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<tr>
<td>a). Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio of roads, or congestion at intersections?</td>
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<td>b). Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?</td>
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<td>c). Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</td>
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City of El Segundo Initial Study Applicant Questionnaire 13 of 19

EA-791; CUP 08-02
888 N Sepulveda Blvd.

141
### Issues:

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<tr>
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<th>Potentially Significant Impact</th>
<th>Less than Significant with Mitigation Incorporated</th>
<th>Less than Significant Impact</th>
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<tr>
<td>d)</td>
<td>Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</td>
<td></td>
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</tr>
<tr>
<td>e)</td>
<td>Result in inadequate emergency access?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>f)</td>
<td>Result in inadequate parking capacity?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>g)</td>
<td>Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus terminals, bicycle racks)?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

XVI. **UTILITIES AND SERVICE SYSTEMS.** Would the project:

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>a)</td>
<td>Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>b)</td>
<td>Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td>Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td>Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>e)</td>
<td>Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f)</td>
<td>Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>g)</td>
<td>Comply with federal, state, and local statutes and regulations related to solid waste?</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**RECEIVED**

MAR 19 2008

PLANNING DIVISION

City of El Segundo Initial Study Applicant Questionnaire

EA-791; CUP 08-02
888 N Sepulveda Blvd.

14 of 19
XVII. MANDATORY FINDINGS OF SIGNIFICANCE

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?
OWNER'S AFFIDAVIT

I, We, David J. Drake, being duly sworn, deposed and say that I/we am the OWNER of the property involved in this application and that I/we have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information on documents and all plans attached hereto are in all respects true and correct to the best of my/our knowledge and belief.

[Signature]
Date 3/18 2008

STATE OF CALIFORNIA,
County of Los Angeles

On this 18th day of March 2008 before me, the undersigned Notary Public in and for said County and State, personally appeared David Drake, known to me to be the person whose name is proven to be subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State

[Notary Seal]

R. FLANDERS
Commission # 1714821
Notary Public - California
Orange County
My Comm. Expired Jan 6, 2011

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PLANNING DIVISION

City of El Segundo Initial Study Applicant Questionnaire 16 of 19
AGENT AUTHORIZATION

I hereby authorize __________________________ to act for me/us in all matters relevant to this application. I understand that this person will be the exclusive contact on the project and will be sent all information and correspondence.

______________________________
Owner's Signature

AGENT AFFIDAVIT

I, We _______________________________________, being duly sworn depose and say that I/We am the AGENT of the property involved in this application and that I/We have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information on documents and all plans attached hereto are in all respects true and correct to the best of my/our knowledge and belief.

______________________________  _______________________
Signature: Date

STATE OF CALIFORNIA, County of Los Angeles

On this __________ day of __________, 20___, before me, the undersigned Notary Public in and for said County and State, personally appeared ____________________________ known to me to be the person whose name ______________________________________ subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

MAR 1 9 2008

PLANNING DIVISION

Notary Public in and for said County and State

City of El Segundo Initial Study Applicant Questionnaire
NOTICE TO APPLICANTS

All applications must be accompanied by:

1. A map of all properties within a 300-foot radius of the subject property of the application, keyed to a list of the names and addresses of current property owners.

2. Three sets of adhesive mailing labels with the names and addresses of the current property owners within a 300-foot radius, the project applicant, project property owner, architect, and any other interested party which the applicant wants notified.

3. Two sets of unaddressed business envelopes with no return address, stamped with first class postage, of sufficient number to contact every property owner, the applicant, and any other interested party which the applicant wants notified (sufficient for two mailings).

4. Certification that the names and addresses provided are those of the property owners currently listed in the latest available Tax Assessor's records. (Your hearing may be delayed if an excessive number of notices are returned). L.A. County Tax Assessor, 6120 Bristol Parkway, Culver City, 310/665-5300; and 1401 Willow Street, Signal Hill, 562-256-1701.

5. Thirteen sets of plans and elevations plus one colored set for public presentation, not to exceed 30"x42". Submit only three sets with initial submittal. All plans must be folded to approximately 8" x 11" prior to submittal.

6. Payment of filing fee as noted on the fee schedule.

7. Photographs of the site and surrounding properties.

8. A Preliminary Title Report of the subject property (for new construction projects only).

9. Environmental Checklist, unless waived by the Director of Planning and Building Safety.

10. Application for Traffic Mitigation Fee Determination.

11. Fish and Game Document Handling fee—A check for the filing fee (all projects), County of Los Angeles Public Hearing Notice posting fee—any additional fee by separate check for projects with an Initial Study and Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report; and an additional fee for projects which are exempt from CEQA. Check with Planning staff for the current fees. Two separate checks, each made payable to the City of Los Angeles.

12. Any other information as determined necessary by the Director of Planning and Building Safety.

Note:

A) For Subdivisions, 13 copies of the tentative parcel map or tract map prepared in accordance with Title 14, "El Segundo Municipal Code." Submit only three sets with initial submittal.

Received
MAR 19 2008
PLANNING DIVISION

City of El Segundo Initial Study Applicant Questionnaire

EA-791; CUP 08-02
888 N Sepulveda Blvd.

146
Planning Staff to complete

Date Received: 2-19-08
EA No: 791

Planner: (print name): Related Application
Signature: Nos.

Fee Paid: 

MAR 19 2008
 RECEIVED
PLANNING DIVISION

City of El Segundo Initial Study Applicant Questionnaire 19 of 19
EA-791; CUP 08-02
888 N Sepulveda Blvd.
LEGAL DESCRIPTION

PARCELS 1 AND 2 OF PARCEL MAP NO. 11008, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 123, PAGE 1 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENT OF RECORD.

END OF LEGAL DESCRIPTION
888-892 North Sepulveda Boulevard

Development Agreement Application

Prepared by:
Trammell Crow Company

For:
The City of El Segundo

11-24-2008
Table of Contents

Development Agreement Application 1-6

888-892-898 Site Plan 7

Alta Survey 8

Hotel Elevations and Renderings 9-10

Office Parking Allocation & Tenant Profiles 11-14

Central Parking System Management Plan 15

Proposed Parking Distribution 16-18

Traffic Impact Analysis Letter 19
APPLICATION FOR A DEVELOPMENT AGREEMENT

Environmental Assessment No:       Development Agreement No:       Date: 11/20/08

Applicant:
Trammell Crow Company
Name (Print or Type)
4 Park Plaza, Suite 700
Address
Irvine, California 92614
City/St/Zip

Check One: Owner [ ] Lessee [ ] Agent [ ]

Property Owner
Trammell Crow Company
Name (Print or Type)
4 Park Plaza, Suite 700
Address
Irvine, California 92614
City/St/Zip

Representative of applicant: (i.e., attorney, expeditor, etc.)
Trammell Crow Company
Name (Print or Type)
4 Park Plaza, Suite 700
Address

(949) 477-4731 (949) 477-9107
Phone Fax
ddrake@trammellcrow.com
Email

Signature

(949) 477-4731 (949) 477-9107
Phone Fax
ddrake@trammellcrow.com
Email

Signature
Property Situated at: Assessor Parcel No. 4138-005-035. See attached legal (Exact legal description. Provide attachment if necessary).

General Location:

888 Sepulveda Boulevard between Walnut and Maple Street
Address Street/Avenue Street/Avenue

Existing Zoning: CO
Existing General Plan/Specific Plan: Corporate Office

REQUEST: Under the provisions of City Council Resolution 3268 and Government Code Sec. 65864-65869.5, application for consideration of a Development Agreement for the above described property.

1. Describe the proposed project in its entirety. Included information on the type of construction proposed, material to be used, and type of uses involved (i.e., bank, general office, restaurant, etc.) Provide details on square footages, heights, number of stories, number of parking spaces, etc.

The project consists of the development of a 10 story or less (under 200' high) hotel containing approximately 88,859 square feet of floor area (“net area” as allowed using a F.A.R. of .80) with the “Hotel” property being located at 888 North Sepulveda Boulevard, Parcel 1 of Parcel Map 11008, the “Property”. A limited number of parking spaces will be provided on the hotel site with the remaining stalls being provided either below the hotel or in the existing 7 level parking structure on the same lot - as shown on the enclosed plan. The current parking operation shall also be permitted to continue providing services to existing office building at 898 Sepulveda Blvd, the proposed hotel and as permitted by AUP No. 94-6. The actual program for the 88,862 SF (net) hotel development shall be developed in conjunction with an approved hotel developer and will cover the type of construction, material to be used, hotel parking operation, size of typical rooms, food service requirements, pools, weight rooms and other guest amenities to be included in the project.

Currently the Property is zoned “CO”, Corporate Office. Hotels are conditionally permitted uses in the CO Zone. However, it is understood that an Conditional Use Permit (CUP) is necessary for the hotel project. The Property currently consists of an 111,059 square foot (2.55 Acres) parcel, a portion of which is developed with an existing approximately 840 space parking structure that will remain and will provide for some of the parking for the hotel. Adjacent to the Property is Parcel 2 which includes an approximately 86,276 square foot existing office building. Lastly the Property did contain a 12 story, 149,145 square foot office building which was demolished in 2003.
2. Provide a detailed explanation of how the proposed project is consistent with the goals, objectives, policies, and programs specified in the General Plan and Specific Plan sections. Specifically reference the applicable General Plan and Specific Plan sections.

The City's General Plan encourages the increase in commercial and professional uses such as hotels and offices and encourages innovative land development and design techniques to revitalize and upgrade commercial areas, making them part of a viable, attractive, and people-oriented commercial district. The General Plan also contemplates areas that have the flexibility to mix uses in an effort to provide synergistic relationships which have the potential to maximize economic benefits, reduce traffic impacts, and encourage pedestrian environments. The Project is wholly consistent with the intent of the General Plan.

The Project will provide a commercial structure in an area surrounded by commercial uses and will add an upscale hotel which will fill a niche for quality hotel service in the area. The Project will be an innovative land development and will implement innovative design techniques including the integration of renewable technologies such as those covered by LEED guidelines. The portion of the Property on which the Hotel will be constructed is currently undeveloped. The project will therefore consist of an approximate 179 guest suites facility utilizing approximately 88,859 square foot (net) of Hotel space. The Project design is to be compatible with existing neighboring uses and is consistent with the uses in the Corporate Office land use designation. The Project will also fulfill the General Plan's goal to revitalize and upgrade commercial areas, making them part of a viable, attractive, and people-oriented commercial district. The Project's design and development will enhance the neighborhood in the development in the area.

Because the Property is located along Sepulveda Boulevard, a major commercial and transit corridor, the Project will rejuvenate this under-utilized property which currently provides few services to the City. The Project would stimulate the entire commercial corridor near the Project area, contributing to the development of a viable, attractive, and people-oriented commercial district. The Project's location offers many opportunities for mass transit with bus, shuttle services, and nearby Green Line Rail systems throughout the community reducing the reliance of personal vehicles by users of the completed project. The Property provides wide sidewalks along Sepulveda Boulevard that accommodate pedestrian travel to nearby shopping and restaurant uses, furthering the goal of creating a synergistic relationship with the community to maximize economic benefits, reduce traffic impacts, and encourage pedestrian environments.

The South Bay is experiencing significant growth in the demand for hotel facilities, a growth which is greater than in the rest of Los Angeles County. The City's hotel market is supported by business travelers engaging with local industry.

3. Describe how the proposed project is compatible with the uses and regulations prescribed for the Zoning district in which it is located.

The Property is zoned CO, Corporate Office. Though the CO zone is primarily intended to provide for the development of office projects, the Municipal Code conditionally permits hotels use in the CO zone provided that the hotel is not located West of Sepulveda Boulevard. Because the Property and proposed Hotel use is located on the east side of North Sepulveda Boulevard, it is conditionally permitted in the CO zone. Therefore the location of the hotel meets the objectives of the uses intended for the CO zone. A conditional use permit is requested as part of this entitlement application package.

The 888 Sepulveda Blvd property currently consists of an 111,059 square foot parcel, a portion of which is developed with an existing approximately 840 space parking structure that will remain and continue to providing parking for the existing office building at 892 Sepulveda, commercial parking operation and the proposed hotel. All other development standards for the Project – parking, landscaping, building height, FAR – are compatible with the CO zone. The project is therefore compatible with the uses and regulations prescribed for the CO zoning district in which the Hotel is located. The current parking
operation is also compatible with the CO zoning, with this use being covered by the Administrative Use Permit No. 94-6 (APU No. 94-6) issued in 1994.

4. Describe how the proposed projects' design would be compatible and integrated with, and not be detrimental to, existing development on adjacent and surrounding neighboring properties.

The proposed Project is compatible with the surrounding uses and is situated to make use of the existing access point (driveway) on Sepulveda Blvd. The proposed facility shall also be designed to coordinate with the efficient use of the 7 level parking structure with a ground level access point the southeast corner of the garage reducing traffic movements out onto Sepulveda Blvd. The Property is located along Sepulveda Boulevard, a major commercial and transit corridor offering a variety of commercial and manufacturing services to the community such as banks, hotels, office, clothing, manufacturing and retail uses. The Project area therefore is mostly commercial in character. The Hotel will provide a passive commercial use similar to the neighboring office building and parking structure, and will provide a commercial use compatible with the services offered along Sepulveda Blvd. Further, the design of the Project will complement development in the immediate neighborhood in scale and style. The Project's design is intended to provide a compatible and tasteful architectural addition to the neighborhood. The style of the Project is intended to harmonize with the surrounding uses while maintaining a unique architectural style. The majority of parking for the Hotel will be located on grade or in the adjacent 7 level parking structure, making the architectural features of the Hotel facility the focal point on the Property. The Hotel shall be less than 200' in height, which is consistent with the multi-floor office buildings along Sepulveda Boulevard. These elements will therefore be compatible with features in existing structures in the immediate area.

The Project will not have detrimental effects on the adjacent properties or the neighborhood. Instead, the Project allows the full development of the proposed use in a manner not detrimental to the particular area or to the public welfare. The Project will benefit the Project vicinity and the City by providing a unique commercial service, an upscale hotel use that serves the surrounding area while revitalizing the existing commercial corridor. The Hotel will utilize the site previously occupied by the 12 story, 149,145 square foot office building demolished in 2003. The Hotel represents a less intensive use of the Property than the previous office building, or the 120,610 SF (net) office building currently permitted under the 2001 Development Agreement, and will accordingly generate a lower number of vehicle trips to and from the site, resulting in less traffic congestion and less impacts on air quality than the previous use of the Property. The existing site is currently undeveloped and therefore does not contribute to the community. The proposed Hotel however, will contribute to the local community by providing substantial tax revenues and hotel services in a contemporary and thoughtful facility. This project is an urban infill development project located along a commercial corridor. The Project will contribute to the well-being of the City's residents by creating a cost, energy, and transportation efficient design with tasteful architectural feature and inconspicuous parking. The project will also benefit the community by maximizing valuable land and revitalizing an underutilized portion of the City. The Project therefore improves property in the Project vicinity by stimulating development on prime property in the City. The Property currently provides few services to the City by maintaining a partially vacant lot and a parking structure that serves an adjacent property. In contrast, the Project will benefit the community by offering quality hotel services to the vicinity while generating revenues for the City, including transit occupancy taxes. A well-designed, upscale Project that is compatible with existing neighboring uses will also enhance the neighborhood and stimulate growth and development in the area. The Project's overall compatibility with the surrounding neighborhood properties lends to the site's suitability for the Project, desirability to the public welfare, and will maximize long term property values. Lastly, as noted in AUP No. 94-6, concerning the reduction in traffic around the site, provided the current parking structure operation continues "The proposed long term public parking use will generate less traffic than the previous office use, particularly during the A.M. and P.M. peak hours, and will not have an adverse impact on the existing traffic and circulation system."
5. Submit a scaled site plan showing the location and dimensions of all existing and proposed buildings, dimensions of property, abutting streets, utilities, easements, ingress and egress, parking areas, loading area, landscaping, etc., along with elevations, sections, floor plans, etc., all of existing and proposed buildings and structures. (See Plot Plan checklist).

See Attached Plans

6. Attach the proposed Development Agreement. The Development Agreement shall include the duration of the agreement, permitted uses of the property, density or intensity of use, maximum height and size of all buildings, and provisions for reservation or declaration of land for public purposes.

See Attached Draft Development Agreement

NOTE: Separate Affidavits must be submitted if there are multiple owners.

OWNER'S AFFIDAVIT

I, We David J. Drake, being duly sworn depose and say that I/We The OWNER of the property involved in this application and that I/we have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information documents and all plans attached hereto are in all aspects true and correct to the best of my/our knowledge and belief.

[Signature]

11/20/08

Date

STATE OF CALIFORNIA, )

County of Los Angeles )ss.

On this 20th day of November, 2008, before me, the undersigned Notary Public

In and for said County and State, personally appeared David Drake

Known to me to be the person whose name subscribe to the within

Instrument, and acknowledgement to me that he/she executed the same.

WITNESS my hand and official seal.

R. FLANDEZ
Notary Public in and for said County and State

Commission # 1714821
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2011
AGENT AUTHORIZATION

I hereby authorize ______________________ to act for me in all matters relevant to this application. I understand that this person will be the primary contact on the project and will be sent all information and correspondence.

_________________________________________  ________________
Owner's Signature                          Date

AGENT AFFIDAVIT

I, We ________________________________, the undersigned, depose and say that (I am/We are the AGENT(S) of the property involved in this application and that (I/We) have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information documents and all plans attached hereto are in all aspects true and correct to the best of my/our knowledge and belief.

_________________________________________  ________________
Applicant's Signature                      Date
### 898 Sepulveda: Tenant Size and Parking Allocation

<table>
<thead>
<tr>
<th>Suite</th>
<th>Tenant</th>
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<th>Parking Rights</th>
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**Total:** 87,166 Sq. Feet, 295 Parking Rights

* as of 10/31/2008
NDoors

NDoors is a Korean based online gaming and content provider founded in 1999. NDoors reached international success with global hits including GoonZu, KoongPa, Atlantica and TimeNTales. NDoors has won a variety of gaming and design awards in Korea, China and the US.

http://www.ndoors.com/kor/

Applied Underwriters

Applied Underwriters is a premier workers' compensation and financial services company and a leader in the field of integrated workers' compensation solutions. Applied Underwriters, which was founded in 1994, works specifically with small and medium sized companies. The firm has headquarters in San Francisco.

http://www.applieduw.com/

PACE

Pace is a leading technology developer for the global pay TV industry. The Company's main focus is on creating intelligent and innovative products and services that benefit customers and fuel the development of digital TV. Pace is a publicly traded company with US headquarters in Boca Raton, Fla.

http://www.pace.com/americas/home/index.asp

Tech Empower

TechEmpower is a software solutions firm specializing in eLearning, ePerformance and web development. Tech Empower offers digital consulting services to clients including Fortune 500 companies. Tech Empower was founded in 1997 and is headquartered in El Segundo.

http://www.techempower.com/core/

George Chuang & Associates

George Chuang and Associates is a small privately held legal office that specializes in insurance law.

No website.

Haagen

Haagen Co LLC was founded in 1997 and is headquartered in El Segundo, Ca. Haagen Co LLC’s line of business is real estate agent/manager.

Website under construction
**Ind. Brokerage**

Independent Brokerage is a privately held shipping, freight forwarding and 3rd party logistics firm based out of El Segundo, Ca.

No website.

**Rydek Computer Professionals**

Rydek Computer Professionals is a professional staffing agency that services both Employers and Job Seekers. The company was founded in 1997 and has a specialty in high tech business applications. Rydek staffs nationally but has headquarters in El Segundo, Ca.

http://www.rydek.com

**Northwood Properties**

Northwood Properties is a real estate development, redevelopment, building management and project management company that acquires, renovates, and manages a portfolio of industrial and office properties. Northwood has investments across the US and is based from El Segundo, Ca.

http://northwoodprops.com/

**Rapid 7**

Rapid 7 provides vulnerability management, risk assessment and policy compliance solutions that help companies understand their IT environment and ensure their networks are not compromised. Rapid 7 was founded in 2000 and is headquartered in Boston, Ma with West Coast offices in El Segundo, Ca.

http://www.rapid7.com/

**DFDS Transport**

DFDS is a subsidiary of the publicly traded Dutch form DSV which specializes in end-to-end transport and logistics services. The El Segundo offices has a specialty in Air and Sea services.

http://www.dsv.com

**Pac Global**

Pac Global Inc was founded in 1973 as a manufacturers' representative for printed circuit boards. Pac Global provides sales, applications and service support. They have 6 offices including El Segundo, Ca.

http://www.pac-global.com/

**Allana Bulck & Bers**

Allana Bulck & Bers is an architectural-engineering firm specializing in roofing, waterproofing and energy efficiency consulting services. ABBAE works on new construction, rehab and repair jobs all across the West Coast. Headquartered in Palo Alto, ABBAE has LA offices in El Segundo, Ca.

http://www.abbae.com/
**First Industrial Realty**

First Industrial Realty Trust is an established REIT and owner of industrial real estate serving customers worldwide. First Industrial Realty Trust buys, sells, leases, develops and manages industrial real estate, providing real estate solutions for every stage of the industrial supply chain. Founded in 1994, First industrial has offices all around the globe including El Segundo, Ca.

http://www.firstindustrial.com/

**EBSCO**

EBSCO has served the library industry for more than 60 years. EBSCO provides customers with an integrated service that combines reference databases, subscription management, online journals, books, linking services and A-to-Z solutions. Clients include Universities, K-12, Libraries, Hospitals and Government Institutions. EBSCO is headquartered in Ipswich, Ma with offices across the globe including El Segundo, Ca.

http://www.ebscohost.com

**Sand Design**

Sand Design is an interior design firm that specializes in hotels, restaurants and condominium projects. Sand Design has projects around the country but is based from El Segundo, Ca.

http://www.sanddesign.com/

**KDM Systems**

KDM Systems was founded in 2002 to provide technical and programmatic support for national security customers to support mission-critical activities. KDM has offices in Virginia and El Segundo, Ca.

http://www.kdmsystems.com/
TO: City of El Segundo Planning Department
FROM: Jerry Skillet, Western US VP
SUBJECT: 892 N. Sepulveda Management Plan
DATE: November 16, 2008

The parking operation at 892 North Sepulveda Boulevard will be professionally managed as a multi-use parking facility. Central Parking System can guarantee a minimum of 4 spaces per 1,000 SF (approximately 350 stalls) for 898 Sepulveda office tenants and approximately 180 additional spaces for the guests, employees and visitors of the proposed 888 Sepulveda hotel. The residual parking stalls will be utilized for long-term park and ride users as space becomes available. The pledged office parking is nearly 20% above current use, allowing flexibility for more intense parking tenants such as a Medical Office.

It will be Central Parking System's responsibility to ensure that office building tenants, hotel guests and visitors always have available lower level parking in the facility. Office and hotel users will have top priority parking and will never be turned away. While the hotel is being developed, the facility will continue as currently operated, with efficiency and service improved by Central Parking's management expertise. Once the hotel opens, the park and ride operation will be scaled back to accommodate the hotel demand. We envision that the shuttles currently utilized by the park and ride will eventually be used in a shared shuttle program with the hotel. This will maintain the shuttle trips at their current levels after the hotel opens, mitigating additional traffic concerns.

Our 30+ years of experience across the country shows us that the hotel will be at peak occupancy during the business week and at a lower occupancy during the weekend which complements the park and ride operation which peaks during the weekend. Once the hotel development is completed, the park and ride operation will be reduced in scale to accommodate the hotel's additional demand. Central Parking has successfully managed a very similar operation at the Sheraton LAX, where the City National Bank Building, Sheraton Hotel and Easy Park successfully coexist.

Central Parking System is the largest parking operator in the United States with over 2,400 facilities and $1.3 Billion dollars under its management. We look forward to upgrading the look, feel and service of the 892 Sepulveda facility. Furthermore we look forward to engaging the City of El Segundo as a business partner and as a member of the community.
EXISTING USE

- 892 SEPULVEDA BLVD. PARKING OPERATOR: 650
- 898 SEPULVEDA BLVD. OFFICE (EXISTING): 300
- TOTAL: 950

PROPOSED USE

- 892 SEPULVEDA BLVD. PARKING OPERATOR: 310 (52% REDUCTION FROM CURRENT LEVELS)
- 888 SEPULVEDA BLVD. HOTEL: 180
- 898 SEPULVEDA BLVD. OFFICE (PROJECTED): 350
- TOTAL: 840

892 SEPULVEDA BLVD. PARKING STRUCTURE
TRAMMELL CROW COMPANY
City of El Segundo  
City Hall  
350 Main Street  
El Segundo, 90245 California

Re: 888 Sepulveda Hotel Development Traffic Impact Reduction

Sirs,

Based on earlier discussions with the City of El Segundo Planning Department Staff, a preliminary traffic analysis was undertaken to better understand the reduction in traffic impact if a hotel is developed at 888 Sepulveda verses the originally approved office project. For the purposes of this analysis the base case shall be a 120,610 SP Net office building (2001 Development Agreement) compared to a 179 room hotel (traffic load factors are based on the number of rooms, not square footage - for a hotel facility). To advise our firm in this matter, Nathaniel Behura, a traffic engineer and President of Transportation & Energy Solutions, Inc. (TES), analyzed the ITE Trip Generation Handbook and came to the following conclusions:

During peak traffic periods, the office building will generate 187 morning trips entering the facility and 179 evening trips exiting per hour. The 179 Room hotel will generate 100 morning trips and 109 trips exiting the facility, during the evening peak period.

The peak traffic numbers do not take into account the substantial reduction in trips generated, by the hotel, due to the operation of the parking shuttle system which will be operated by the Parking Structure Operator. It should therefore be assumed that if a minimum number of guests use the shuttle system, the numbers listed would be reduce another 15% (85/93 trips at peak periods). It is further estimated that the Parking Operation would add another 18 vehicles per hour (calculation based on approximately 310 cars using the excess parking structure capacity with an average stay of three days with 1 shuttle serving the hotel and parking operation arriving and departing every 10 minutes) increasing the revised peak traffic impact number to 103/111 trips at peak periods.

Based on these assumptions the hotel/parking operation would therefore represent a 45% reduction in peak traffic impact in the morning and a 38% reduction in the evening peak traffic period over the currently approved office facility.

Additional analysis may be performed once a hotel operator is selected however, based on this preliminary review, the impacts on public streets and traffic will be greatly reduced if a hotel project, similar to our request, is approved in combination with a parking structure which uses a shuttle operation as proposed at 888 & 892 Sepulveda Blvd.

Please contact me if there are any questions concerning this matter.

Yours truly,

David J. Drake  
Senior Vice President  
Trammell Crow Company
# El Segundo Hotel

## Economic Benefit Analysis

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<tr>
<th></th>
<th>TOT (Bed Tax)</th>
<th>Revpar (Nightly Rate)</th>
<th>Number of Rooms</th>
<th>Occupancy</th>
<th>Days Per Year</th>
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<tr>
<td>8.00%</td>
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<td>$145.00</td>
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<tr>
<th></th>
<th>Sales Tax</th>
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<th></th>
<th>Property Tax</th>
<th>Existing Value</th>
<th>Future Value</th>
<th>Future Property Tax</th>
<th>Incremental Property Tax</th>
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<td>1%</td>
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<td>$4,500,000.00</td>
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|                      |               |                      |                 |                      |                        |                      |       |
| Annual Benefit to City|               |                      |                 |                      |                        |                      | $751,166 |
| Total over 10 Years  |               |                      |                 |                      |                        |                      | $7,511,856 |

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<tr>
<th>Number of New Fulltime Jobs</th>
<th>Average Salary</th>
<th>Total New Payroll*</th>
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<td>40</td>
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<th>Restaurants</th>
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<th>Recreation / Sporting / Incidental</th>
<th>Retail Stores</th>
<th>Transportation</th>
<th>Additional Direct Spending**</th>
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<td>$49.55</td>
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* Projected revenues, occupancy and payroll collected from prospective hotel partners.

**Additional Spending projections are a loose approximation, borrowed from a consulting report completed by HVS for Hilton Hotels in Feb. 2008.
El Segundo City Council

AGENDA STATEMENT

MEETING DATE: February 17, 2009
AGENDA HEADING: New Business

AGENDA DESCRIPTION:

Consideration and possible action regarding acceptance of a $2,800,000 grant from the Federal Aviation Administration (FAA) to be used for the Residential Sound Insulation (RSI) Program.

RECOMMENDED COUNCIL ACTION:

1. Accept a grant from the Federal Aviation Administration (FAA) in the amount of $2,800,000;
2. Authorize the Mayor to execute the FAA Grant Agreement; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Potential

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

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:

On February 10, 2009, City staff was notified by the Federal Aviation Administration (FAA) that it had received additional noise discretionary funding and that $2,800,000 was available for the City of El Segundo. The funding is conditional upon the City providing an application for funding, which staff will have completed by the date of the City Council meeting, and the City executing a grant agreement no later than February 23, 2009.

Due to the late notice, a formal grant offer was not available to attach to the staff report, as is typical of other grants received from the FAA.

The offer is in keeping with previous terms and conditions of previous FAA grants accepted by the City. To date, the City has received fifteen (15) FAA grants totaling $34,808,880 and this would be the City’s sixteenth (16th) FAA grant, bringing the total to $37,608,880.

Staff recommends that the City Council accept the FAA Grant Agreement to continue the Residential Sound Insulation (RSI) Program. To date, the City has completed RSI Improvements on 894 homes. This new grant will be used after current FAA grants and the third LAWA grant have been expended and is expected to help fund approximately improvements for approximately 70 homes to be included as part of Groups 38-51.