AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 3, 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.
SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code §54956.9(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- matters

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): - 2- matter

1. **Property**: City owned property (APN Nos. 4138-014-914 and 4138-014-901) located on the south side of Hughes Way (near it terminus).

   **City Negotiators**: City Manager, Assistant City Manager and City Attorney.

   **Negotiating Parties**: Rosecrans-Sepulveda Partners 2, LLC, and PES Partners, LLC.

   **Under Negotiation**: Price and Terms.

2. **Property**: property owned by Rosecrans-Sepulveda Partners 2, LLC, and PES Partners, LLC (APN Nos. 4138-015-007 and 4138-015-008) located near the northeast corner of Sepulveda and Rosecrans Boulevards (and more specifically to the west of the intersection of Nash Street and Park Place).

   **City Negotiators**: City Manager, Assistant City Manager and City Attorney.

   **Negotiating Parties**: Rosecrans-Sepulveda Partners 2, LLC, and PES Partners, LLC.

   **Under Negotiation**: Price and Terms.

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

Next Resolution # 4627
Next Ordinance # 1425

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Father Robert Victoria, St. Anthony’s Catholic Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Eric Busch
PRESENTATIONS


ROLL CALL

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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 regarding a public hearing related to the Proposition 218 majority protest process relative to proposed increases to the City's water rates for FY 2009-2010 through FY 2014-2015 and introduction of an ordinance setting the new water rate if it is determined that no majority protest exists. (Potential Fiscal Impact = Approximately $3,640,000 loss in water revenue in FY 2009-2010)
Recommendation – (1) Open the Public Hearing; (2) Receive all written and verbal testimony regarding the proposed fee increases; (3) Determine whether there is a majority protest against the proposed fee increases and adopt a resolution certifying the protest ballot results; (4) If no majority protest exists, introduce an Ordinance setting the amount of Water Rates and Charges Pursuant to Health and Safety Code §5471 and El Segundo Municipal Code §11-1-5; (5) Alternatively, discuss and take other action related 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 2574039 to 2574254 on Register No. 2 in the total amount of $2,422,812.94 and Wire Transfers from 10/09/09 through 10/22/09 in the total amount of $1,946,631.81.
Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

Recommendation – Approval.

4. Consideration and possible action regarding the adoption of Ordinance No. 1433 adding a new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water conservation methods. (Fiscal Impact: None)
Recommendation – (1) Waive second reading and adopt Ordinance No. 1433; (2) Alternatively, discuss and take other possible action related to this item.

5. Consideration and possible action regarding Adoption of Plans and Specifications for the replacement of sanitary sewer mains at various locations within the Smoky Hollow Specific Plan area of the City of El Segundo. Project No.: PW 09-09 (Fiscal Impact: $1,500,000)
Recommendation – (1) Adopt Plans and Specifications; (2) Authorize staff to advertise the project for receipt of construction bids; (3) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action to schedule a public hearing for December 1, 2009 to consider partially vacating a sanitary sewer easement located at 900 N. Sepulveda Boulevard and accept a replacement sanitary sewer easement from the Boeing Company. (Fiscal Impact: None)
Recommendation – (1) Adopt a resolution scheduling a public hearing for December 1, 2009; (2) Alternatively, discuss and take other action related to this item.
7. Consideration and possible action regarding a lease agreement between the City of El Segundo and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by AirTouch Cellular allowing the construction and operation of wireless communications equipment at the City water tower located at 400 Lomita Street. (Fiscal Impact: $19,800.00 revenue to the General Fund)
Recommendation – (1) Authorize the City Manager to execute a memorandum of lease and a lease agreement between the City and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by AirTouch Cellular; (2) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action regarding award of a purchase order to Motorola for the purchase of radio equipment in the amount of $27,860.66 and second amendment to the Maintenance Agreement No. 3995 with Advanced Electronics in the amount of $33,294.44 for new Fire Station No. 2 (2251 E. Mariposa Avenue). (Fiscal Impact: $61,155.10)
Recommendation – (1) Authorize the City Manager to execute all necessary documents in a form as approved by the City Attorney; (2) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action regarding the annual Resolutions updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Fire Fighters’ Association, the El Segundo Police Officers’ Association, the El Segundo City Employees’ Association, the El Segundo Police Support Services Association, and the El Segundo Supervisory and Professional Employees’ Association. (Fiscal Impact: Included in adopted budget)
Recommendation – (1) Adopt the required Resolutions; (2) Alternatively discuss and take other action related to this item.

10. Consideration and possible action regarding the dedication of the flagpole at Fire Station #2 in honor of El Segundo’s late Councilmember John Gaines. (Fiscal Impact: $500)
Recommendation – (1) Approve the dedication of the flagpole in honor of the Councilmember John Gaines; (2) Alternatively, discuss and take other action regarding this item.
11. Consideration and possible action regarding awarding a contract to S&L Specialty Contracting, Inc. for construction related to Group 38 (26 homes) of the City's Residential Sound Insulation Program (Project No. RSI 09-19). (Estimated construction costs and retention: $782,980)

Recommendation – (1) Award a contract to S&L Specialty Contracting, Inc.; (2) Authorize the City Manager to execute a contract in a form approved by the City Attorney; (3) Alternatively discuss and take other action related to this item.

12. Consideration and possible action regarding authorizing the recording of the Notice of Completion and authorizing the City Manager to accept completion of work for 21 homes related to the City’s Residential Sound Insulation Program’s Group 30 (Project No. RSI 08-22). (Final Contract Amount: $619,760.34, less liquidated damages as authorized by the City Manager)

Recommendation – (1) Authorize the City Clerk to file the City’s Planning and Building Safety Director’s Notice of Completion in the County Recorder’s Office; (2) Authorize the City Manager, or designee, to close out Project No. RSI 08-22; (3) Alternatively discuss and take other action related to this item.

13. Consideration and possible action regarding awarding a contract extension to Wyle Laboratories, Inc. for Construction Monitoring and Oversight Services related to the Residential Sound Insulation (RSI) Program. (Fiscal Impact: $64,572)

Recommendation – (1) Award a contract extension to Wyle Laboratories, Inc.; (2) Authorize the City Manager to execute extension in a form approved by the City Attorney; (3) Alternatively discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY
I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

   Council Member Brann –

   Council Member Fisher –

   Council Member Jacobson –

   14. Consideration and possible action regarding adoption of an Ordinance amending El Segundo Municipal Code § 1-4-4 to allow City Council meetings scheduled for the same date as any regular or special election as defined by Election Code § 318 to be held on election day. (Fiscal Impact: None)

   Recommendation – (1) Second reading by title only and adoption of Ordinance No. 1434; (2) Alternatively discuss and take other action related to this item.

   Mayor Pro Tem Busch –

   Mayor McDowell –

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MEMORIALS –
CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE:  Oct. 28, 2009
TIME:  1:50 p.m.
NAME:  SM

009
WHEREAS, In 1921, an unknown World War I American soldier was buried in Arlington National Cemetery, on a hillside overlooking the Potomac and the City of Washington, D.C., which site became the focal point of reverence for America's veterans.

WHEREAS, Similar ceremonies occurred earlier in England and France, where an unknown soldier was buried in each nation's highest place of honor (in England, Westminster Abbey; in France, the Arc de Triomphe).

WHEREAS, These memorial gestures all took place on November 11th, giving universal recognition to the celebrated ending of World War I fighting at 11 a.m., November 11, 1918 (the 11th hour of the 11th day of the 11th month). November 11th became officially known as "Armistice Day" in America in 1926 through a Congressional resolution, and became a national holiday 12 years later by similar Congressional action. In 1954 Armistice Day was officially changed to "Veterans Day" by presidential decree signed by Dwight D. Eisenhower to honor all American veterans living and dead, in whatever war or period of peace they served.

WHEREAS, On November 11, 2009, as we honor the sacrifices the armed forces have made to protect our nation, let us remember the 1.7 million man and women who have served. Today, more than 218,000 men and women are on active duty in the five branches of the military.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, encourage its citizens to observe VETERANS DAY on November 11, 2009, in honor of the unflagging valor, dignity, and courage of our patriotic men and women in uniform, so that their spirit and selfless public service may shine brightly in the annals of history.
AGENDA DESCRIPTION:

Consideration and possible action regarding a public hearing related to the Proposition 218 majority protest process relative to proposed increases to the City's water rates for FY 2009-2010 through FY 2014-2015 and introduction of an ordinance setting the new water rate if it is determined that no majority protest exists. (Potential Fiscal Impact = Approximately $3,640,000 loss in water revenue in FY 2009-2010)

RECOMMENDED COUNCIL ACTION:

1. Open the Public Hearing.
2. Receive all written and verbal testimony regarding the proposed fee increases.
3. Determine whether there is a majority protest against the proposed fee increases and adopt a resolution certifying the protest ballot results.
5. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution No. 4613 for Proposition 218 Procedures
Proposed Resolution Certifying protest procedure results
Proposed Ordinance Establishing Water Rates.
Notice and Protest Ballot Mailed to Property Owners

FISCAL IMPACT:

Amount Requested: $  
Additional Appropriation: No  
Account Number(s):

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

BACKGROUND AND DISCUSSION:

On January 16, 2007, the City Council adopted Ordinance Number 1403 which set forth the rate increases for residential and non-residential water services provided by the City. Ordinance Number 1403 provided for four (4) increases to the City's water rates to be implemented over four (4) years. To date, three of the increases have been implemented. The rates were set to
eliminate the general fund subsidy of the Water Enterprise Fund; however, it limited passing on
the actual increases imposed by WBMWD to a maximum of 4.2 percent per year for water
consumption charges. Revenue based on the currently established consumption charges cannot
cover the cost of imported water. Presently, the purchase cost per unit (100 cubic feet) of potable
water is higher than the highest tier of the City's existing consumption charges. Additionally the
existing readiness to serve charges can not generate the revenue required to cover the City's
operation and maintenance costs.

Proposed Rate Increases

The new rate increases were developed through a rate study. The rate study was conducted to
determine the operation, capital and cash reserve needs of the water system. The study intended
to assist in developing policies that would address the funding shortfalls in the water enterprise
fund account and to recommend a path to place the fund in sound condition in the future. This
would allow the water enterprise fund to be self-sustaining eliminating the General fund
subsidies. The proposed rate increase will generate the necessary revenue for operations,
maintenance, capital projects and the purchase of water from West Basin Municipal Water
District (WBMWD).

Staff believes that the City's current, and the proposed water fees comply with requirements of
Proposition 218. The proposed increase will result in the water operation to be self-sustaining so
that the City's general fund will not subsidize the fund required for operation of water enterprise
fund. Accordingly, the proposed rates do not exceed the funds required to provide the services
provided and the funds can only be used for operation, maintenance, capital projects and the
purchase of water from West Basin Municipal Water District (WBMWD). Water rates are based
on the actual consumption of water and meter capacity.

Protest ballots, Public Hearing and Resolution Certifying Ballot Results

On September 1, 2009, City Council directed staff to administer the Proposition 218 majority
protest process and set a public hearing on November 3, 2009 for consideration of the proposed
water rate increases. On September 15, 2009, protest ballots were mailed out to the recorded
owners of each parcel and the water users in the City (ballot sample is attached). This timeframe
exceeds the 45 days notification period required by Proposition 218. In all 5,200 ballots were
mailed. To successfully protest the water rate increases, a simple majority of property owners or
water users (2,601 or more) must return their ballots as instructed. As of October 20, 2009, 1,400
Water Rate Protest ballots had been properly completed and returned by the property owners and
water users.

Property owners or water users can turn in (by mail or hand delivery) protest ballots at anytime
prior to the close of the public hearing. At the public hearing, the City Council will be presented
with a resolution for purposes of verifying the result of the protest process and an Ordinance
reflecting the proposed water increases.
Ordinance

The ordinance recommended for introduction reflects the proposed water rate increases set forth in the notice mailed with the protest ballots. The ordinance can not be introduced and adopted if a majority of the property owners file written protests. If introduced by City Council, the second reading and adoption of the ordinance would be scheduled for the November 17, 2009 City Council meeting. Rate increases if enacted, would take effect no earlier than January 3 of 2010. The proposed water ordinance also provides for a pass through of wholesale water cost increases to the City.

Comparison with Other Agencies

A comparison of water rates to those of surrounding agencies is provided in the table below. The proposed water rates for FY 2009-2010 are well below average of all other agencies.
Proposition 218

In November 1995, the California electorate approved Proposition 218 that requires certain procedures be followed with regard to “property-related” fee increases imposed by governmental agencies. Initially, case law indicated that these procedures would not be applicable to water rate increases. However, a 2006 California Supreme Court decision held Proposition 218 fee increase procedures must be followed for any proposed increases to the City’s water rates. In short, water rate increases are subject to a “majority protest” process that provides that if a majority of the parcels in the City protest the proposed rate increase the City cannot impose the increase.

Just as there initially was some disagreement between lawyers and court decisions regarding which fees were subject to Proposition 218, there is currently a disagreement with respect to the protest ballot process. Specifically, there is a disagreement amongst attorneys that represent public agencies (and potentially between the language approved by the voters and some recent legislation) as to whether tenants that pay for fees covered by Proposition 218 must be afforded the opportunity to protest proposed fee increases. Last year the state legislature attempted to clarify this issue by passing legislation that on its face requires that tenants be afforded the opportunity to protest such fee increases. The City Attorney’s Office believes the legislation is not consistent with Proposition 218 and believes it is potentially invalid since the language in Proposition 218 stated that the notice regarding the protest process must be sent to the “record owner” and the owner was the person that had the right to file the protest.

Despite the City Attorney’s Office opinion on this matter, staff and the City Attorney agree that the most conservative approach is to send the protest ballots to the property owners and to the tenants if the tenant is the water customer. The City is only required to count one protest per parcel. Accordingly, even if both the owner and tenant file a protest, only one protest is counted for purposes of determining whether there is a “majority protest” as described below.

Proposition 218 requires that the City provide all properties receiving the service for which the fee is charged (in this case, water treatment and distribution) with a minimum of 45 days written notice prior to Council holding a public hearing on a proposed rate increase. The property owners and now tenants have the ability to “protest” the proposed rate increase until the close of the public hearing. If a majority of the parcels file written protests with the City prior to the close of the public hearing, Proposition 218 states that the City cannot implement the proposed increase. If a majority of the parcels do not protest the proposed increase, the Council has the authority to implement the proposed rate increase.

In accordance with Proposition 218 requirements, several steps have been taken to comply with the law. Drafts of a Notice to Parcel Owners of a Proposed Rate Increase and a Notice of a Public Hearing set for November 3, 2009 at 7:00 p.m., and a Schedule of Proposed Water Rate Adjustments have been prepared and are attached. The most current assessor’s parcel roll from the Los Angeles County Assessor’s office has been obtained and a direct mailing to each parcel owner within the City limits was made. Additionally, to the extent a tenant rather than a property owner is the water customer, a protest notice was sent to the tenant utilizing the water billing address that the City has on file.
RESOLUTION NO. 4613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO ESTABLISHING PROCEDURES FOR INCREASING WATER AND WASTEWATER FEES IN ACCORDANCE WITH THE REQUIREMENTS OF PROPOSITION 218

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

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

A. On July 24, 2006, the California Supreme Court confirmed that charges for water and wastewater services are subject to Proposition 218 procedures (Bighorn-Desert View Water Agency v. Verjil (2006) 39 Cal.4th 205);

B. The City Council anticipates that there will be future increases in water, and wastewater rates. Adopting the policies and procedures set forth in this Resolution will help implement the requirements set forth in Article XIIIID of the California Constitution and help ensure that the rights of those persons that are authorized to protest service charges are preserved;

C. Elections Code § 4000(c)(9) provides that any protest ballot proceeding required or authorized by California Constitution Articles XIIIC or XIIIID may be conducted wholly by mail. In the event a protest ballot process is required, the City Council seeks to achieve higher awareness of those affected by the proposed increase, provide an orderly protest process for both those receiving the ballots and the City, insure to the extent practicable that there is some verification process regarding the protests received, and to reduce the costs of the protest ballot process; and

D. Adopting this Resolution is in the public interest for the reasons set forth above and as further stated within Article XIIIID and the Proposition 218 and state legislation relating to the implementation of Proposition 218.

SECTION 2: The City Council adopts the procedures set forth in this Resolution for conducting all proceedings required by California Constitution Article XIIIID for utility fee (as defined below) increases. Where no specific procedures are imposed by Article XIIIID or the Proposition 218 Omnibus Implementation Act (Government Code §§ 53750, et seq.), the procedures set forth in this Resolution apply. This Resolution may be referred to as the “Proposition 218 Protest Proceedings Resolution.”

SECTION 3: Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Resolution. Words and phrases not defined by this chapter will have the meaning set forth in California Constitution Article XIIIID or the Proposition 218 Omnibus
Implementation Act.

A. "Act" means the Proposition 218 Omnibus Implementation Act found at Government Code §§ 53750, et seq.;

B. "Article 13D" means California Constitution Article XIIID, § 6;

C. "Manager" means the City Manager or designee;

D. "Property owner" has the same meaning set forth in Article 13D and also pursuant to the Act includes tenancies of real property where tenants are directly liable to pay the proposed water or wastewater fee or charge;

E. "Protest" means a written protest filed with the City Clerk in accordance with Article 13D, the Act, and this Resolution as described in Article 13D, § 6(a)(2);

F. "Utility fee" means a fee or charge imposed for water or wastewater services provided to customers in accordance with the El Segundo Municipal Code ("ESMC"), and other applicable law, by the City of El Segundo;

SECTION 4. Administration of Proceedings. The City Manager, or designee, is authorized to implement this Resolution in a manner consistent with the California Constitution and other applicable law.

SECTION 5. Notice. Notice of a proposed utility fee increase is provided as follows:

A. In general, the City will identify the record property owner(s) of each parcel to which the utility fee would be applied from it’s billing system database and/or the latest equalized tax roll produced by Los Angeles County. The City’s Utility Billing database and the equalized tax roll is presumptive evidence of ownership of the land for voting purposes.

B. If either the City’s Utility Billing Database or Los Angeles County Recorder’s website shows that more than one property owner has an interest in a parcel, all property owners (each property owner) must receive notice at the address shown for the property owner. Both property owners and parties financially responsible for paying the fee will be provided notice.

C. The notice must be sent by first class mail at least forty-five (45) days before the date set for the public hearing on the utility fee.

D. The form of the notice of hearing will be approved by the City Council and be on file with the City Clerk.
E. The notice provided by these procedures, in accordance with Article 13D, supersedes and is in lieu of notice required by any other statutes to levy or increase a utility fee.

F. The City Clerk, or designee, may certify the proper mailing of notices by an affidavit which constitutes conclusive proof of mailing in the absence of fraud.

G. Failure of any person to receive notice does not invalidate the proceedings.

SECTION 6. Protests against Utility Fee Increases.

A. The property owner(s) of parcels subject to the proposed fee increase are entitled to a single protest for each parcel. When a parcel is held as community property or in joint tenancy or as a tenancy in common, any spouse or joint tenant or tenant in common is presumed to have authority to cast a protest on behalf of such parcel.

B. If the owner(s) of the property desire to designate a particular owner as the person authorized to cast the protest for such parcel, they may file with the City Clerk, at any time before the commencement of the public hearing or the date of the election, as the case may be, a written authorization of such designation, signed by all the owners of record, and acknowledged in the manner that deeds of real property are required to be acknowledged to entitle such deeds to be recorded in the Los Angeles County Recorder's Office.

C. Executors, administrators, and guardians may cast a protest on behalf of the estate represented by them. If such representatives are shown on the latest assessment roll as paying taxes and assessments on behalf of the property owner(s), that fact establishes the right of such representative(s) to cast a protest. If such representatives are not shown on the latest assessment roll, the representatives may file with the City Clerk, at any time before the commencement of the public hearing, or the date of the election, as the case may be, certified copies of the written documentation establishing the legal representation.

D. The protest of any public or quasi-public corporation, private corporation, or unincorporated association may be signed by any person so authorized in writing by the board of directors or trustees or other managing body thereof.

E. The Manager is designated as the voting representative with respect to City-owned property.
F. In any case where the documentation provided to the City Clerk is ambiguous or unclear, the City Attorney will determine whether the documentation is adequate for the purpose provided.

G. In the event a property owner loses or misplaces a protest ballot, upon request by the property owner the City will send by first class mail a replacement protest ballot unless a properly filled out protest ballot has already been received for the parcel of property.

SECTION 7. Public Hearing.

A. Only protest ballots that (i) were provided by the City to the property owner in the form approved by the Council and (ii) are properly filled out and legibly signed by an eligible property owner is made will be counted as a valid protest. Only one protest shall be counted for each parcel of property regardless of the number of protests filed by property owners for the parcel.

B. The City Clerk must stamp each written protest the date and time it is filed with the City Clerk for purposes of establishing whether the protest was filed before the close of the public testimony portion of the public hearing. No protest received after the close of the public testimony portion of the public hearing can be counted in determining the amount of protest, but the Council may, in its discretion, consider such protests in making its decision. Written protests may be withdrawn in writing at any time before the conclusion of the public testimony portion of the public hearing.

C. At the time and place fixed for the hearing, or at any time to which the hearing is adjourned, the Council must:

1. Hear all persons interested in the matter of the proposed fee increase;

2. Hear all objections, protests or other written communications from any owner of property subject to the proposed utility fee; and

3. Take and receive oral and documentary evidence pertaining to the proposed fee increase.

4. The hearing may be continued from time to time, as the Council determines necessary to complete its consideration of the proposed fee increase.
5. If the Council determines, at the close of the public testimony portion of the public hearing, that votes were received from property owners representing a majority of the parcels subject to the proposed fee increase, the Council shall adopt a resolution setting forth the results of the protest ballot process and the proceedings shall then be closed and the utility fee cannot be approved by the City Council.

6. If the Council determines at the close of the public testimony portion of the public hearing that written protests were not received from property owners representing a majority of the parcels subject to the proposed utility fee, the Council shall adopt a resolution setting forth the results of the protest ballot process and then may by Ordinance change the utility fee so long as in an amount that does exceed the amount and methodology set forth in the public notices sent to the property owners.

SECTION 8. Environmental Review. This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a “project” that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

SECTION 9. If any part of this Resolution 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 Resolution are severable.

SECTION 10. Repeal of any provision of the El Segundo Municipal Code, or other Resolution, does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Resolution’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 Resolution.

SECTION 11. The City Clerk is directed to certify the passage and adoption of this Resolution; and cause it to be entered into the City of El Segundo’s book of original Resolutions.
This Resolution will take effect immediately day following its final passage and adoption.

PASSED AND ADOPTED this 1st day of September, 2009.

Kelly McDowell, Mayor

ATTEST:

Cindy Mortensen, City Clerk

APPROVED AS TO FORM

Mark Hensley, City Attorney
RESOLUTION NO. ___

A RESOLUTION DECLARING THE RESULTS OF THE PROCEEDINGS FOR ADOPTING WATER CHARGES IN ACCORDANCE WITH ARTICLE XIIIID OF THE CALIFORNIA CONSTITUTION.

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

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

A. On November 3, 2009, the City Council held a public hearing to consider the results of protest proceedings conducted in accordance with California Constitution Article XIIIID, § 6(a)(2) and Resolution No. 4613; and

A. After receiving documentary and oral testimony, the City Council declared the public hearing closed and considered whether written protests were received from property owners representing a majority of properties subject to the water and wastewater charges.

SECTION 2: The total number of protest ballots mailed or provided to property owners eligible to file a protest ballot was 5,200. The number of valid protest ballots received by the City at the end of the November 3, 2009 public hearing was ________________.

SECTION 3: The number of valid protest ballots required to prevent adoption of the proposed water and wastewater charges is 2,601. Because the number of valid protest ballots received by the City □ does □ does not represent a majority of property owners eligible to protest, the City Council □ may □ may not adopt the proposed water and wastewater charges.

SECTION 4: The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 3rd day of November, 2009.

Kelly McDowell, Mayor
ATTEST:

Cindy Mortesen, City Clerk

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

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

AN ORDINANCE SETTING THE AMOUNT OF WATER RATES AND CHARGES PURSUANT TO HEALTH AND SAFETY CODE § 5471 AND EL SEGUNDO MUNICIPAL CODE § 11-1-5.

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

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

A. The City of El Segundo requires a reliable supply of water meeting current and anticipated water quality standards to protect the public general welfare, health and safety.

B. The purpose of water rates and charges is to protect the public health, safety and general welfare by providing a reliable and adequate supply of water meeting current and anticipated water quality standards for the residents of the City of El Segundo and to pay for the cost of providing such service.

C. There is a reasonable relationship between the amount of the rates and charges and the cost of services and facilities necessary to deliver water service to the residents and non-residential development of the City.

D. The City Council previously set water rates and established administrative procedures for billing and collecting water rates. These actions are reflected, without limitation, in Ordinance No. 1403 (adopted January 6, 2007).

E. Notice regarding the water rates included in this ordinance was provided in accordance with California Constitution Article XIIID, § 6(c) and Government Code § 54354.5.

F. On November 3, 2009, the City Council held a public hearing to consider the results of the protest proceeding and to consider whether to increase the water rates as proposed.

G. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, et seq.; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, et seq.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, § 15273.
H. This ordinance is adopted in accordance with Health and Safety Code § 5471 and El Segundo Municipal Code ("ESMC") § 11-1-5 to establish the City's current water rates.

I. The City Council has considered the evidence and testimony presented at the public hearing. Based in part upon that evidence, and the staff reports presented to the Council regarding this issue, the City Council believes that it is in the public interest to adopt this Ordinance.

SECTION 2. AMOUNT OF RATES AND CHARGES. Pursuant to ESMC § 11-1-5, the City Council establishes amount of water rates as set forth in attached Exhibit “A,” which is incorporated by reference ("Water Charges").

SECTION 3. COST ESTIMATES. The City Manager, or designee, will periodically, but not less than annually, review the Water Charges to determine whether revenues from such charges are meeting actual cost of services and facilities needed to deliver water service to the residents and non-residential developments within the City. If the City Manager determines that revenues do not adequately meet costs, the City Manager will recommend to the City Council a revised rate and charge schedule to be adopted by this City Council by ordinance.

SECTION 4. This Ordinance was adopted to comply with the California Supreme Court decision in Bighorn-Desert View Water Agency v. Verjil (2006) 39 Cal.4th 205. To the extent any provision of this Ordinance repeals or supersedes Ordinance No. 1403, such repeal or replacement 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 or superseded part of Ordinance No. 1403 will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

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

SECTION 6. 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 7. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of __________, 2007.

________________________
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 ______________, 2006, 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 ______________, 2007, 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
### Recommended Capacity Charges (Monthly)

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### Recommended Consumption Charges ($/100 Cubic Feet)

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* Subject to higher adjustments per West Basin Municipal Water District increases that are passed through to the City based upon West Basin’s increased costs in operations and water purchase imposed after adoption of these rates.

### Recommended Consumption Charges-Lifeline ($/100 Cubic Feet)

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* Subject to higher adjustments per West Basin Municipal Water District increases that are passed through to the City based upon West Basin’s increased costs in operations and water purchase imposed after adoption of these rates.
### Recommended Fire Service Charges (Monthly)

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### Recycled Water

The City’s current agreement with WBMWD allows the City to charge only $0.3056 per 100 cubic feet (748 gallons) of recycled water sold to El Segundo customers on top of the actual cost of the water. The City’s Agreement with Chevron Products Company, allows the recycled water markup to be increased up to the same percentage increase it increases the potable water charges, rates or surcharges to other purchasers of potable water. The recycled water markup for Chevron Products Company for the FY 2009-2010 through FY 2014-2015 is shown in the table below:

### Chevron’s Recycled Water Markup

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September 1, 2009

IMPORTANT NOTICE TO PARCEL OWNERS
REGARDING PROPOSED INCREASES IN WATER RATE CHARGES AND
NOTICE OF PUBLIC HEARING ON November 3, 2009

Dear City of El Segundo Property Owner/Water Customer:

TAKE NOTICE that on November 3, 2009, at 7:00 pm., the City Council will conduct a Public Hearing at the Council Chambers, 350 Main Street, El Segundo, California to consider proposed water service rate increases associated with providing water services to property located in the City of El Segundo. Increases are proposed to pay for increases in the City’s costs to acquire water from other agencies, to provide water and services to properties located within the City, and to meet the regulatory obligations imposed by the State of California Department of Public Health (DPH) and the U.S. Environmental Protection Agency (EPA).

A recently completed water rate study proposed a multi-year rate schedule to adjust water rates in an effort to offset the City’s cost of providing these services. The FY 2009-2010 increase is proposed to be implemented in January, 2010. FY 2010-2011, FY 2011-2012, FY 2012-2013, FY 2013-2014, FY 2014-2015 rate increases are proposed for implementation on October 1 of each year.

Complete copies of the water study, entitled “City of El Segundo Water Rate Study” dated August 2009 are available at City of El Segundo City Hall, 350 Main Street in the City Clerk’s office.

The proposed new rates are provided on the enclosed “Schedule of Proposed Service Charge Increases.” Review these to determine how your specific parcel would be affected. Customers are encouraged to review water use history found on prior utility bills. Charges are based upon a combination of meter size, and actual usage. If you have any questions on the proposed increase please call (310) 524-2742 for assistance. Any adjustment shown, if enacted, will take effect no earlier than January 2010.

IMPORTANT INFORMATION: If you oppose an increase to your water service charges and wish to protest this action you must do so in writing before the close of the public hearing on November 3, 2009. If you do not oppose an increase, no response is necessary. A majority protest exists if, at the end of the Public Hearing, there are valid written protests submitted by a majority of the properties subject to the fee increases. A majority protest will result in the fee increase not being imposed. Note that no more than one protest per parcel may be submitted. If you want more information, please contact the City’s Water Division at (310) 524-2742.

Provided is a WATER RATE INCREASE PROTEST BALLOT. If you wish to protest implementation of the multi-year water rate increases, you should, 1) print and sign your name on the lines provided, 2) re-fold and insert ballot sheet so that your name and mailing address shows through the upper left window of the Return Envelope, 3) deliver the signed form to the City Clerk before the close of the public hearing on November 3, 2009 by one of the following methods: U.S. mail addressed to City Clerk/Water Rates, City of El Segundo, 350 Main Street, El Segundo, CA 90245 or hand deliver to the City Clerk’s office at the same address.

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The text content is not clearly visible in the image. However, it appears to be a notice about water rate increases and a protest ballot form. The form asks for the protest of water service charge increases and requires the full name and signature of the owner of the property. The address where the form should be returned is also mentioned.
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<td>STATE GAS TAX FUND</td>
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<td>108</td>
<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
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<td>INFRASTRUCTURE REPLACEMENT FUND</td>
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**TOTAL WARRANTS** $ 2,422,812.94

**NOTE:**

- Void checks due to alignment:
  - N/A
- Void checks due to incorrect check date:
  - N/A
- Void checks due to computer software error:
  - N/A

**FINANCE DIRECTOR:**

Deborah Green

**CITY MANAGER:**

[Signature]

**DATE:**

10/27/09
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
10/09/09 THROUGH 10/22/09

<table>
<thead>
<tr>
<th>Date</th>
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<td><strong>1,946,631.81</strong></td>
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</tbody>
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DATE OF RATIFICATION: 11/03/09
TOTAL PAYMENTS BY WIRE: **1,946,631.81**

Certified as to the accuracy of the wire transfers by:

Marian Kobs 10/26/09
Deputy City Treasurer

Deborah Hall 10/27/09
Director of Finance

City Manager

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REVISED TO NEW START TIME OF 5:30 P.M AND ADDED ITEMS TO CLOSED SESSION

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, OCTOBER 20, 2009 – 5:30 P.M.

5:30 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 5:30 p.m.

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

1. Consideration and Possible action to appoint the City Manager, Assistant City Manager and City Attorney as real property negotiators to negotiate price and terms for City owned property (APN Nos. 4138-014-914 and 4138-014-901) located on the south side of Hughes Way (near it terminus) and to negotiate price and terms for property owned by Rosecrans-Sepulveda 4, LLC, and PES Partners, LLC (APN Nos. 4138-015-007 and 4138-015-008) located near the northeast corner of Sepulveda and Rosecrans Boulevards (and more specifically to the northeast of the intersection of Nash Street and Park Place). Staff is recommending that negotiations be undertaken for purposes of (i) better utilizing the City owned property and potentially relocating the facilities located thereon to the other property under negotiation and (ii) to promote the construction of the Park Place extension to Sepulveda Boulevard as contemplated by the City’s Circulation Element.

MOTION by Jacobson, SECONDED by Mayor Pro Tem Busch to appoint the City Manager, Assistant City Manager and City Attorney as real property negotiators to negotiate price and terms for City owned property (APN Nos. 4138-014-914 and 4138-014-901) located on the south side of Hughes Way (near it terminus) and to negotiate
price and terms for property owned by Rosecrans-Sepulveda 4, LLC, and PES Partners, LLC (APN Nos. 4138-015-007 and 4138-015-008) located near the northeast corner of Sepulveda and Rosecrans Boulevards (and more specifically to the northeast of the intersection of Nash Street and Park Place). Staff is recommending that negotiations be undertaken for purposes of (i) better utilizing the City owned property and potentially relocating the facilities located thereon to the other property under negotiation and (ii) to promote the construction of the Park Place extension to Sepulveda Boulevard as contemplated by the City's Circulation Element. MOTION PASSED BY UNANIMOUS VOICE VOTE: 4/0. COUNCIL MEMBER BRANN ABSENT

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code §54956.9(a) -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- matters

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): - 2- matter

1. Property: City owned property (APN Nos. 4138-014-914 and 4138-014-901) located on the south side of Hughes Way (near its terminus).
   City Negotiators: City Manager, Assistant City Manager and City Attorney.
   Negotiating Parties: Rosecrans-Sepulveda 4, LLC, and PES Partners, LLC.
   Under Negotiation: Price and Terms.

2. Property: property owned by Rosecrans-Sepulveda 4, LLC, and PES Partners, LLC (APN Nos. 4138-015-007 and 4138-015-008) located near the northeast corner of Sepulveda and Rosecrans Boulevards (and more specifically to the west of the intersection of Nash Street and Park Place).
   City Negotiators: City Manager, Assistant City Manager and City Attorney.
   Negotiating Parties: Rosecrans-Sepulveda 4, LLC, and PES Partners, LLC.
   Under Negotiation: Price and Terms.
SPECIAL MATTERS: - 0- matter

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, OCTOBER 20, 2009 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Deputy City Clerk Domann

PLEDGE OF ALLEGIANCE – Council Member Carl Jacobson

PRESENTATIONS

a. Council Member Fisher presented a Proclamation announcing Saturday, October 31, 2009 from 4:00 to 7:00 p.m. as the Halloween Frolic on Main Street El Segundo presented to:

   Tracey O' Shea (Teacher/Director)
   Skye Bruce
   Ava Caban
   Conner Carter
   Molly Clemenceau
   Chloie Crabtree
   Daisy Flynn
   Natalie Hedding
   Dylan Kelly
   Riley McAndrews
   Amanda Moreno
   Ryan Pascarelli
   A.J. Ruetz
   Samantha Ruetz

b. Awarding of a certificate to the City as a Storm Ready City by the National Weather Service.

ROLL CALL

<table>
<thead>
<tr>
<th>Mayor McDowell</th>
<th>-</th>
<th>Present</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Pro Tem Busch</td>
<td>-</td>
<td>Present</td>
</tr>
<tr>
<td>Council Member Brann</td>
<td>-</td>
<td>Absent</td>
</tr>
<tr>
<td>Council Member Fisher</td>
<td>-</td>
<td>Present</td>
</tr>
<tr>
<td>Council Member Jacobson</td>
<td>-</td>
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</tr>
</tbody>
</table>
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.

Peggy Tyrrell, resident, spoke regarding the use of consultant contracts.

Liz Garnholz, spoke regarding Consent Agenda Item No. 7, rehabilitation of Main Street, and asked for clarification. Also spoke regarding Agenda Item No. 10 and the use of aquatics consultants.

Ron Swanson, resident and Member of the Aquatics Task Force, spoke regarding the funding source for the Aquatics program and stated he was in favor of moving forward with the Environmental Impact Report.

Barbara Briney, resident, spoke in favor of the proposed Aquatics study and moving forward with the Environmental Impact Report.

A. PROCEDURAL MOTIONS

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

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Busch to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT

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 2574039 to 2574254 on Register No. 1 in the total amount of $1,424,332.37 and Wire Transfers from 09/25/09 through 10/08/09 in the total amount of $815,215.35. 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 a standard Professional Services Agreement No. 4004 with Martin & Chapman Co. for election support and services for the General Municipal Election, April 13, 2010. (Fiscal Impact: $36,000) Authorized the City Manager to execute the agreement.

4. Adopted Resolution No. 4623 calling for, Resolution No. 4644 requesting County services, and Resolution No. 4645 adopting regulations for candidates statements for the General Municipal Election, April 13, 2010. (Fiscal Impact: None)

5. Accepted the work as complete regarding the Human Resources Remodel Project at 350 Main Street – Project No. PW 08-13. (Fiscal Impact: $62,834.79) Authorized the City Clerk to file a Notice of Completion in the County Recorder's Office.

6. Consideration and possible action regarding the award of Standard Public Works Contract No. 4005 to Guerrero Backhoe Service, Inc. for the installation of a storm drain and infiltration structure on Maple Avenue near Nash Street – Project No. PW 09-12. (Fiscal Impact: $20,410.00) Authorized the City Manager to execute the Contract in a form approved by the City Attorney.

7. PULLED FOR DISCUSSION BY COUNCIL MEMBER JACOBSON

8. Adopted Plans and Specifications for the installation of new lighting poles and conduits at Joslyn Center (339 Sheldon Street): Project No.: PW 09-14 (Fiscal Impact: $9,000) Authorized staff to advertise the project for receipt of construction bids.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Busch to approve Consent Agenda items 1, 2, 3, 4, 5, 6, and 8. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT

CALL ITEMS FROM CONSENT AGENDA

7. Consideration and possible action to award a Standard Public Works Contract to the lowest responsible bidder, Hardy and Harper, Inc., for the rehabilitation of Main Street from Mariposa Avenue to Imperial Highway. Project No. PW 09-11 (Fiscal Impact: $210,100.00)
MOTION by Council Member Fisher, SECONDED by Mayor Pro Tem Busch to award Standard Public Works Contract No. 4006 to the lowest responsible bidder, Hardy and Harper, Inc., for the rehabilitation of Main Street from Mariposa Avenue to Imperial Highway. Project No. PW 09-11 (Fiscal Impact: $210,100.00) Authorized the City Manager to execute the Contract in a form as approved by the City Attorney with Hardy and Harper, Inc., in the amount of $191,000.00. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT

F. NEW BUSINESS

9. Consideration and possible action regarding authorizing the City Manager to submit a letter on behalf of the City of El Segundo to the Los Angeles County Metropolitan Transit Authority/Metro to comment on the inadequacy of the Crenshaw Corridor Transit Project Draft Environmental Impact Statement (“EIS”) /Draft Environmental Impact Report (“EIR”). (Fiscal Impact: Letter -None; Transit Project Fiscal Impact -Unknown)

Greg Carpenter, Planning and Building Safety Manager, gave a report.

The Metro Environment Impact Report can be found on www.metro.net under projects and studies.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Busch to authorize the City Manager to submit a letter regarding the inadequacy of the Crenshaw Corridor Transit Project Draft EIS/Draft EIR. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT

10. Consideration and possible action regarding the approval of two Professional Services Agreements with Rincon Consultants, Inc. and Kimley Horn Associates, respectively, to provide environmental review services and related traffic engineering services pursuant to the California Environmental Quality Act Guidelines (CEQA) for the El Segundo Aquatics Site Feasibility Study. (Fiscal Impact: up to $165,349 Special Revenue Fund - Aquatics Facility Fund)

Greg Carpenter, Planning and Building Safety Director, gave a report.

MOTION by Council Member Fisher, SECONDED by Mayor Pro Tem Busch to approve a budget appropriation of up to $165,349 to provide environmental review services. Authorize the City Manager to execute Professional Services Agreement No. 4007 with Rincon Consultants, Inc. for environmental review services, and Professional Services Agreement No. 4008 with Kimley Horn Associates for traffic engineering services approved as to form by the City Attorney in a combined total amount not to exceed $165,349. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT
11. Consideration and possible action regarding a Resolution approving the form of and authorizing the execution and delivery of a purchase and sale agreement and related documents with respect to the sale of the seller's Proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith. (Fiscal Impact: $882,082)

Deborah Cullen, Finance Director, gave a report.

MOTION by Council Member Fisher, SECONDED by Mayor Pro Tem Busch to adopt Resolution No. 4626 approving the form of and authorizing the execution and delivery of a Purchase and Sale Agreement No. 4009 and related documents with respect to the sale of the Seller's Proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT

G. REPORTS – CITY MANAGER - NONE

H. REPORTS – CITY ATTORNEY - NONE

I. REPORTS – CITY CLERK - NONE

J. REPORTS – CITY TREASURER - NONE

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fisher – Spoke regarding the recent tree plantings done by the Tree Musketeers.

Council Member Jacobson – NONE

Mayor Pro Tem Busch – Spoke regarding the El Segundo Kiwanis Annual Mike Gordon Golf Tournament.

Mayor McDowell – Announced the Community Shred Day on Saturday, October 24, 2009 from 7 a.m. to 11 a.m. in the parking lot located on Holly and Standard behind City Hall.

12. Consideration and possible action to take an opposition position on the Los Angeles County Metropolitan Transportation Authority's draft proposal for assessment of a 3% local funding match upon cities through which a rail project will transit. (Fiscal Impact: Undetermined)
MOTION by Mayor McDowell, SECONDED by Council Member Jacobson to take an opposition position to the Los Angeles County Metropolitan Transportation Authority's proposal for assessment of a 3% local funding match upon cities through which a rail transit project will travel. Authorize the Mayor to sign a letter indicating the City's opposition to Metro's proposed funding mechanism and approach. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT.

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Liz Garnholz, resident, spoke regarding the Aquatics Environmental Impact Report and location of proposed facility. Also spoke regarding the November 3rd deadline for submitting the Water Rate Increase Protest Ballot.

Ron Swanson, spoke favorably about the filming at the El Segundo Middle School. Also spoke regarding the proposed Aquatics study and proposed outdoor pools.

MEMORIALS – Chuck Bookahmmer

CLOSED SESSION – NONE

ADJOURNMENT at 8:15 p.m.

Cathy Domann, Deputy City Clerk
AGENDA DESCRIPTION:
Consideration and possible action regarding the adoption of Ordinance No. 1433 adding a new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water conservation methods.
(Fiscal Impact: $None)

RECOMMENDED COUNCIL ACTION:
1- Waive second reading and adopt Ordinance No. 1433 and/or
2- Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Ordinance No. 1433

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $0
Additional Appropriation: No
Account Number(s):

ORIGINATED BY: Dana Greenwood, Public Works
REVIEWED BY: Karl Berger, Assistant City Attorney
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On October 6, 2009 the City Council waived the first reading and introduced Ordinance No. 1433. Ordinance No. 1433 would add a new Chapter 10-5 to the Municipal Code regulating water conservation methods. If adopted, Ordinance No. 1433 and will become effective in 30 days.
ORDINANCE NO.  

AN ORDINANCE ADDING A NEW CHAPTER 10-5 TO THE EL SEGUNDO MUNICIPAL CODE ("ESMC") ESTABLISHING WATER CONSERVATION MEASURES IN ACCORDANCE WITH WATER CODE § 375 AND AMENDING ESMC §§ 1-2A-1, 1-2A-2, AND 1-2A-3 TO ENFORCE ESMC CHAPTER 10-5 WITH ADMINISTRATIVE CITATIONS.

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

SECTION 1: The City Council finds as follows:

A. Protecting, conserving, and managing water supplies is an issue of municipal concern. Contamination, drought, or damage to the City’s potable water infrastructure can lead to a water emergency.

B. The City receives all of its water from the West Basin Municipal Water District ("WBMWD") and Metropolitan Water District of Southern California ("MWD", collectively, "Districts").

C. It is in the public interest for the City to enact regulations for distribution and use of potable water including, without limitation, water conservation programs to encourage efficient water use and discourage waste.

SECTION 2: El Segundo Municipal Code ("ESMC") §§ 1-2A-1, 1-2A-2, and 1-2A-3 are amended to read as follows:

"1-2A-1: Purpose.

This chapter is adopted pursuant to the city’s police powers and Government Code § 53069.4 for the purpose of making any violations of El Segundo Municipal Code §§ 5-4-1 to 5-4-13 (entitled "Storm Water and Urban Runoff Pollution Control") and §§ 10-5-1 to 10-5-23 (entitled "Water Conservation") subject to an administrative fine and to set forth the procedures for the imposition and collection of such fines.

1-2A-2: Applicability.

This chapter provides for administrative citations that are in addition to all other legal remedies, criminal or civil, which the city may pursue to address violations of the Storm Water Code and Water Conservation Code. The use of this chapter is at the sole discretion of the code enforcement officer.

1-2A-3: Definitions:

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter:
“Water Conservation Code” means §§ 10-5-1 to 10-5-24 of the El Segundo Municipal Code and any federal, state, or local regulation enforced by and through the Water Conservation Code including, without limitation, pertinent provisions of Titles 13 and 15 of this Code.”

SECTION 3: A new Chapter 10-5, entitled Water Conservation, is added to the ESMC to read as follows:

“CHAPTER 10-5

WATER CONSERVATION

10-5-1: Purpose.
10-5-2: Definitions.
10-5-3: Water Conservation Program.
10-5-4: Repair of Plumbing, Sprinkler and Irrigation System.
10-5-5: Watering/Irrigation.
10-5-6: Miscellaneous Restrictions.
10-5-7: Commercial Car Washes.
10-5-8: Washing of Equipment and Machinery.
10-5-9: Cleaning of Structures.
10-5-10: Cleaning of Surfaces.
10-5-11: Water Spillage.
10-5-12: Swimming Pools and Spas.
10-5-14: Cooling Systems.
10-5-15: Commercial Laundry Facilities.
10-5-16: Visitor-Serving Facilities.
10-5-17: Restaurants.
10-5-18: Construction.
10-5-19: Use of Hydrants.
10-5-20: Indiscriminate Use.
10-5-22: Water shortage contingency measures.
10-5-23: Relief from compliance.
10-5-24: Enforcement.

10-5-1: Purpose.

This Chapter is adopted pursuant to Water Code § 375 for the purpose of establishing water conservation requirements and implementing contingency measures in the event of water shortages.

10-5-2: Definitions.
Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Chapter.

"Impervious surface" means a constructed or modified surface that cannot effectively percolate water. The terms includes, without limitation, sidewalks, driveways, gutters, and roads.

"Person" means a natural or corporate person who receives potable water service from the City.

"Programmed" means a weather-based or sensor-based irrigation controller that was programmed in accordance with manufacturer's instructions and site-specific conditions.

"Responsible person" means the person responsible for daily operations of each residential or commercial premises located within the City's jurisdiction including, without limitation, the property owner.

"Sensor-based irrigation controller" means an irrigation controller that operates based upon input received from any combination of sensors such as rain, light, and soil moisture, installed within or around an irrigated landscape area.

"Weather-based irrigation controller" means an irrigation controller that operates based on evapotranspiration rates and historic or real-time weather data.

10-5-3: Water Conservation Program.

All water customers are required to adopt and put into use at the earliest possible date drought water conservation programs.

10-5-4: Repair of Plumbing, Sprinkler and Irrigation System.

Responsible persons must, as soon as practicable, but not later than forty-eight (48) hours after such person first discovers water leaks, commence repair of any leaking pipes, faucets, plumbing fixtures, other water service appliances, sprinklers, watering or irrigation systems, or distribution systems and promptly complete such repair work, unless a waiver is obtained from the City.

10-5-5: Watering/Irrigation.

Except as otherwise provided by this Section, it is unlawful for any person to water their lawn or landscaping or permit their lawn or landscaping to be
watered between the hours of nine (9:00) AM and five (5:00) PM. It is unlawful for any person to water their lawn or landscaping or permit their lawn or landscaping to be watered for a period longer than fifteen (15) minutes per station each day. Notwithstanding these prohibitions, the following is permitted:

A. Persons may operate an irrigation system between 9:00 AM and 5:00 PM for the purpose of installing, repairing or routine maintenance of the same;

B. Persons may water between the hours of 9:00 AM and 5:00 PM using any of the following methods:
   1. Properly programmed weather-based and/or sensor-based irrigation controllers;
   2. Drip irrigation;
   3. By hand, using a bucket; or
   4. By hand, using a hose with an automatic shutoff nozzle.

10-5-6: Miscellaneous Restrictions. The following are unlawful for any person:

A. Allowing grass, lawns, groundcover, shrubbery, and open ground to be watered at any time while it is raining.

B. Operating landscape irrigation system(s) that allow overspray or excess runoff onto impervious surfaces (such as sidewalks, driveways, v-ditches, gutters and roadways).

C. To use a water hose to wash any vehicle including, without limitation, cars, trucks, boats, trailers, recreational vehicles, or campers, or any other aircraft, tractor, or any other vehicle, or any portion thereof, unless the hose is equipped with an automatic shutoff nozzle. Except for individual residential vehicle washing, all wash water from vehicle washing/cleaning activity must be prevented from discharging to the stormwater drainage system.

10-5-7: Commercial Car Washes.

A. It is unlawful for commercial car wash facilities to permit the washing of any boat or vehicle in such facility or on its premises, other than by the following methods:

   1. Use of mechanical automatic car wash facilities utilizing water recycling equipment or utilizing recycled water;
2. Use of a hose that operates on a timer for limited time periods and shuts off automatically at the expiration of the time period;

3. Use of a hose equipped with an automatic shutoff nozzle; or

4. Use of bucket and hand washing.

B. All wash/rinse water must be captured and recycled or discharged into the sanitary sewer system.

C. All new commercial conveyor car wash facilities must be equipped with a water recycling system.

10-5-8: Washing of Equipment and Machinery.

It is unlawful for any person to use a water hose to wash any type of equipment or machinery, or any portion thereof, unless the hose is equipped with an automatic shutoff nozzle. All wash water from such washing/cleaning activity must be prevented from discharging to the stormwater drainage system.

10-5-9: Cleaning of Structures.

It is unlawful for any person to use water through a hose to clean the exterior of any building or structure unless such hose is equipped with a shutoff nozzle. All wash water from such activity must be prevented from discharging to the stormwater drainage system.

10-5-10: Cleaning of Surfaces.

It is unlawful for any person to use water through a hose to clean any sidewalk, driveway, roadway, parking lot, or any other outdoor paved or hard surfaced area, unless all wash water from such activity is prevented from discharging to the stormwater drainage system.

10-5-11: Water Spillage.

Every person must minimize water spillage into streets, curbs, or gutters and minimize runoff beyond the immediate area of use. Every person is deemed to have under his/her control at all times his/her water distribution lines and facilities, and to know the manner and extent of his/her water use and excess runoff.

10-5-12: Swimming Pools and Spas.
It is unlawful for any person to empty and refill a swimming pool or spa except to prevent or repair structural damage or to comply with public health regulations. Discharge of pool water, other than directly to the sanitary sewer system, must be consistent with this Code with regard to stormwater. Discharge of pool filter backwash water to the stormwater drainage system is prohibited. All pools and spas must be equipped with a water recirculation device. The use of a pool/spa cover is encouraged to prevent evaporative water loss.


It is unlawful for any person to use water to operate or maintain levels in decorative fountains, basins, ponds, and waterways unless a recirculation device is in use. Discharge of water, other than directly to the sanitary sewer system, must be consistent with this Code with regard to stormwater. Discharge of filter backwash water to the stormwater drainage system is prohibited.

10-5-14: Cooling Systems.

No single pass cooling systems are permitted in new connections.

10-5-15: Commercial Laundry Facilities.

New commercial laundry facilities must be equipped with a water reclamation system for rinse water.

10-5-16: Visitor-Serving Facilities.

The owner and manager of each hotel, motel, restaurant, and other visitor-serving facility must ensure that such facility displays, in places visible to all customers, placards or decals approved by the City, promoting public awareness of the need for water conservation and/or advising the public that waste of water is prohibited.

10-5-17: Restaurants.

Restaurants in the City cannot serve water to restaurant customers, except upon request of the customer.

10-5-18: Construction.

A. It is unlawful to use potable water for compacting or dust control purposes in construction activities where there is a reasonably available source of recycled or other non-potable water approved by the California State Department of Health Services and appropriate for such use.
B. All water hoses used in connection with any construction activities must be equipped with an automatic shutoff nozzle when an automatic shutoff nozzle can be purchased or otherwise obtained for the size or type of hose in use.

10-5-19:  Use of Hydrants.

It is unlawful for any person to utilize any fire hydrant for any purpose other than fire suppression or emergency aid, without first obtaining written approval from the City Manager, or designee.

10-5-20:  Indiscriminate Use.

It is unlawful for any person to cause or permit the indiscriminate running of water not otherwise prohibited by this chapter which is wasteful and without reasonable purpose.


These regulations cannot be construed to limit water use which is immediately necessary to protect public health or safety.

10-5-22:  Water shortage contingency measures.

The City Council by resolution is authorized to require or impose reductions in the use of water if such reductions are necessary in order for the City to comply with water use restrictions imposed by federal, state or regional water agencies or to respond to emergency water shortage conditions. Depending on the expected duration and severity of the shortage, these measures may include, without limitation, the following:

A. Prohibit the filling or emptying and refilling of swimming pools, excluding normal maintenance of water levels due to evaporation.

B. Prohibit the use of a temporary fire hydrant meter from the City, or otherwise using water through a temporary City water service.

C. Require all major water users to reduce their usage by the percentage determined by the City Manager, or designee, to be necessary to sustain adequate water supply for the City. Such percentage must be based both on the rate of supply to the City and the rate of current water demand.

D. Impose an additional water surcharge above and beyond the existing City water rates on all City residents, water users and water consumers who fail or refuse to abide by the requirements, restrictions and priorities
adopted by the City in response to the emergency water shortage condition.

E. Suspend all sales and deliveries of City water, or use of City water, for construction or grading purposes.

F. Reduce or prohibit consumption or use of City water by residential, recreational, commercial, industrial and institutional water users for landscape irrigation purposes.

G. Initiate or implement additional or innovative actions to increase the supply of water available to the City and to conserve the City’s existing water supply.

10-5-23: Relief from compliance.

The City Manager, or designee, may grant written waivers to persons who apply on forms supplied by the City for:

A. Prohibited uses of water if it is found that a waiver is necessary to prevent an emergency condition relating to health and safety, and if the person seeking a waiver demonstrates that he or she implemented water conservation measures in some other manner that achieves the objectives of this Chapter. No waiver can be granted for the filling of any decorative fountain, basin, pond, hot tub, spa or permanent swimming or wading pool, unless the filling occurs as the result of performing necessary leak repairs and unless the other provisions of this Section are met.

B. No waiver can be granted unless the person demonstrates that he or she has already achieved the maximum practical reduction in water consumption as can be achieved by the affected property or business. Any waiver granted must be based upon the water consumption rates of similar water users, properties or businesses.

10-5-24: Enforcement.

At least one written warning must be provided to persons upon the first violation of this Chapter. Second and subsequent violations may be enforced in accordance with applicable law including, without limitation, this Code. It is the code enforcement officer’s responsibility to enforce this Chapter’

SECTION 4: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION. This ordinance is exempt from review under the California Environmental Quality Act
(California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures to permit operation of existing facilities; minor temporary use of land; ensure maintenance, restoration and protection of the environment; and regulate normal operations of facilities for public gatherings. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. Title 14, §§ 15301, 15304(e), 15308, and 15323.

SECTION 5: PUBLIC NOTIFICATION. The City Manager, or designee, is directed to provide public notification regarding the regulations set forth in this ordinance through any reasonable means including, without limitation, newspaper publications, flyers contained within the City’s utility bills, and advertising on the City’s PEG cable channel.

SECTION 6: SAVINGS CLAUSE. Repeal of any provision of the SPMC or any other regulation by this Ordinance does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 7: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 8: VALIDITY OF PREVIOUS CODE SECTIONS. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the SPMC or other regulation by this Ordinance will be rendered void and cause such SPMC provision or other regulation to remain in full force and effect for all purposes.

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

SECTION 10: This Ordinance will take effect on January 1, 2010.

PASSED AND ADOPTED this _____ day of _____, 2009.

__________________________
Kelly McDowell, Mayor
ATTEST:

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 regarding Adoption of Plans and Specifications for the replacement of sanitary sewer mains at various locations within the Smoky Hollow Specific Plan area of the City of El Segundo. Project No.: PW 09-09  
(Fiscal Impact: $1,500,000)

RECOMMENDED COUNCIL ACTION:

1. Adopt Plans and Specifications.
2. Authorize staff to advertise the project for receipt of construction bids.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Location Map

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $1,500,000.00
Additional Appropriation: No
Account Number(s): 502-400-0000-0000

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

BACKGROUND AND DISCUSSION:

The Environmental Protection Agency (EPA) administers the Federal Appropriation Act Grant for repair of sanitary sewers. The City of El Segundo had received $833,500 for the replacement of deteriorated sanitary sewer mains. The grant requires matching funds of 45% ($681,955) of the total cost of the project.

The Proposed project will replace approximately 7,900 lineal feet of deteriorated vitrified clay sewer pipe (VCP) within the Smoky Hollow Specific Plan area of the City of El Segundo. The City received the Environmental clearance (Categorical Exclusion) and the notice to proceed with Design of the project in early part of 2009. The design plans and specifications are complete and available for review at the Public Works counter and City Clerks Office.
Funding for the El Segundo Sanitary Sewer System Rehabilitation Project is available as follow:

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AGENDA DESCRIPTION:

Consideration and possible action to schedule a public hearing for December 1, 2009 to consider partially vacating a sanitary sewer easement located at 900 N. Sepulveda Boulevard and accept a replacement sanitary sewer easement from the Boeing Company. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Adopt a resolution scheduling a public hearing for December 1, 2009.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Vicinity Map
Resolution to scheduling public hearing

FISCAL IMPACT: None

Amount Requested: $ Additional Appropriation: No
Account Number(s):

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

BACKGROUND AND DISCUSSION:

During the course of remodeling of the building at Boeing Company, the Boeing Design teams recognized that the new design conflicted with the location of the existing sewer manhole. Consequently, there is a need to realign the existing sanitary sewer easements at the project site. The most expedient method of such realignment is to partially abandon an existing easement and accept a new easement from the Boeing Company. To consider the propriety of partially abandoning an easement, the City Council must schedule a public hearing. The draft resolution would schedule a public hearing for December 1, 2009.
RESOLUTION NO. _____

A RESOLUTION DECLARING ITS INTENT TO VACATE SANITARY SEWER EASEMENT WITHIN THE CITY OF EL SEGUNDO.

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

SECTION 1: The City Council finds and declares that on December 1, 2009, or as soon thereafter as is practicable, it intends to hold a public hearing to consider abandoning a portion of sanitary sewer as set forth in attached Exhibit "A," which is attached and incorporated by reference, pursuant to Streets and Highways Code §§ 8300, et seq.

SECTION 2: A public hearing is scheduled for December 1, 2009 at 7:00 p.m. in the City Council Chambers located at 350 Main Street, El Segundo CA 90245. The City Council directs that the City Manager, or designee, provide notice as required by Streets and Highways Code §§ 8322 and 8323.

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

SECTION 4: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 3rd day of November 2009.

____________________________________
Kelly McDowell, Mayor

ATTEST:

____________________________________
Cindy Mortesen, City Clerk

Approved as to form:

Mark D. Hensley, City Attorney

By: ____________________________________

Karl H. Berger, City Attorney
EXHIBIT "A"
(SEWER EASEMENT QUITCLAIM)

THAT PORTION OF PARCEL NO. 5, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY MAP OF A PORTION OF THE NORTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, FILED IN BOOK 66, PAGE 5 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND, 10.00 FEET WIDE, AS DESCRIBED IN DOCUMENTS RECORDERED IN BOOK 53041, PAGE 48, AND IN BOOK D274, PAGE 827. BOTH OF OFFICIAL RECORDS, AND LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 530.00 FEET, MEASURED AT RIGHT ANGLE, FROM THE EASTERLY LINE OF SAID PARCEL NO. 5.

EXHIBIT "B" (SHEETS 2 AND 3 OF 3 SHEETS) ATTACHED HERETO, IS MADE A PART HEREOF.

LICENSED LAND SURVEYOR  

LARRY L. MAR. PLS

DATE 8/24/09
EXHIBIT "B"  
(SEWER EASEMENT QUITCLAIM)  

LINE AND CURVE DATA FOR SHEET 2

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<td>L3</td>
<td>S89°59'20&quot;W</td>
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EASEMENT LEGEND

A CENTERLINE OF AN EXISTING 10.00' WIDE EASEMENT OF THE CITY OF EL SEGUNDO FOR SANITARY SEWER PURPOSES PER DOCUMENT RECORDED IN BOOK 53041, PAGE 48, OF OFFICIAL RECORDS.

B EXISTING 10.00' WIDE EASEMENT OF THE CITY OF EL SEGUNDO FOR SANITARY SEWER PURPOSES PER DOCUMENT RECORDED IN B274, PAGE 827, OF OFFICIAL RECORDS.
EXHIBIT “A”  
(SEWER EASEMENT)

THAT PORTION OF PARCEL NO. 5, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY MAP OF A PORTION OF THE NORTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, FILED IN BOOK 66, PAGE 5 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND, 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND DISTANT 280.00 FEET WESTERLY, MEASURED AT RIGHT ANGLE, FROM THE EASTERLY LINE OF SAID PARCEL NO. 5, AND A LINE THAT IS PARALLEL WITH AND DISTANT 190.28 FEET SOUTHERLY, MEASURED AT RIGHT ANGLE, FROM THE NORTHERLY LINE OF SAID PARCEL NO. 5; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE, SOUTH 89°59'20" WEST, 250.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A LINE THAT IS PARALLEL WITH AND DISTANT 530.00 FEET WESTERLY, MEASURED AT RIGHT ANGLE, FROM SAID EASTERLY LINE OF PARCEL NO. 5; THENCE CONTINUING SOUTH 89°59'20" WEST, 15.00 FEET.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN SAID LAST MENTIONED PARALLEL LINE.

EXHIBIT “B” (SHEETS 2 AND 3 OF 3 SHEETS) ATTACHED HERETO, IS MADE A PART HEREOF.

ROBERT R. SIMS, R.C.E. 21649

DATE 9/1/09
EXHIBIT "B"
(SEWER EASEMENT)

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EASEMENT LEGEND

A CENTERLINE OF AN EXISTING 10.00' WIDE EASEMENT OF THE CITY OF EL SEGUNDO FOR SANITARY SEWER PURPOSES PER DOCUMENT RECORDED IN BOOK 53041, PAGE 48, OF OFFICIAL RECORDS.
AGENDA DESCRIPTION:
Consideration and possible action regarding a lease agreement between the City of El Segundo and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by AirTouch Cellular allowing the construction and operation of wireless communications equipment at the City water tower located at 400 Lomita Street.
(Fiscal Impact: $19,800.00 revenue to the General Fund)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute a memorandum of lease and a lease agreement between the City and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by AirTouch Cellular.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Proposed Lease Agreement

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $0
Additional Appropriation: No
Account Number(s): 

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

BACKGROUND AND DISCUSSION:
The City’s water tower facility located at 400 Lomita Street is a pre-approved location for the installation of wireless communications and currently houses wireless communication equipment belonging to AT&T and Sprint. Verizon Wireless has requested approval to install cellular transmission equipment on the tower as identified on the exhibit “B”. Verizon Wireless has submitted plans to the Planning and Building Safety Department for review. As a part of the review, Verizon Wireless will be required to demonstrate that the proposed operations described in the attached agreement will have no impact on current Police and dispatch operations in the community.
The proposed lease with Verizon Wireless includes:

- An initial five-year term with a tenant option for three (3) additional five (5) year terms;

- Verizon Wireless will pay $1,650.00 per month for use of the City facilities. In addition, the agreement includes an annual 3% increase in the lease amount paid by the Verizon Wireless;

- Access to the property will be granted to Verizon Wireless employees and will be limited to normal business hours, or Monday through Friday between 7:00 a.m. to 4:00 p.m.;

- Insurance liability requirements meet current City standards.

Staff has concluded that the proposal from Verizon Wireless represents a minimal impact both technically and aesthetically to the water plant and it serves to meet the City’s goal of enhancing wireless communications in El Segundo.
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the City of El Segundo, a government agency, with a Tax ID# of 95-6000706, having its principal office at 350 Main Street, El Segundo, California ("Landlord") and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular, its general partner, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all the rights and privileges arising in connection therewith, located at 400 Lomita Street, El Segundo, Los Angeles County, State of California as further described on the Legal Description of the property attached as Exhibit "A," and incorporated herein by reference (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord leases to Tenant a portion of the Property consisting of (a) a parcel of land for Tenant’s equipment containing approximately two hundred fifty-two (252) square feet and measuring approximately twelve (12) feet by twenty one (21) feet ("Land Space"), and (b) such easements as are necessary for the installation, operation and maintenance of Tenant’s antennas and initial installation as described on the site drawings attached hereto as Exhibit "B," which is incorporated herein by reference (collectively, "Premises").

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communication signals and the installation, maintenance, operation, repair and replacement of its communication fixtures and related equipment, cables, accessories and improvements (collectively the "Communications Facility") and any other items necessary to the successful and secure operation of the Communications Facility, as substantially described in Exhibit "B"; such use includes the right to test and check title on the Property. Landlord’s execution of this Agreement signifies Landlord’s approval of Exhibit "B." Tenant has the right to make Property improvements, alterations or additions ("Tenant’s Changes") consistent with the building and facility specifications attached hereto as Exhibit "B," and incorporated herein by reference. Before the initial installation of Tenant’s Changes, Tenant will supply Landlord with plans and specifications consistent with Exhibits "B" ("Plans") to be reviewed and approved by Landlord before Tenant makes Tenant’s Changes. Landlord’s approval will not be unreasonably withheld, conditioned or delayed. After approval, the Plans will be considered incorporated in this Agreement as Exhibit "D." If Landlord disapproves of the Plans upon a second (2nd) submission, Tenant may terminate this Agreement. However, Landlord and Tenant agree to use good-faith efforts to arrive at mutually acceptable Tenant’s Changes. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communications Facility on the Property. Tenant shall not materially alter the exterior physical appearance of the Communications Facility without Landlord’s prior written consent, which may be withheld in Landlord’s sole reasonable discretion. Notwithstanding the foregoing, Tenant has the right to repair the Communications Facility and make like-kind equipment replacements and modifications and Tenant shall have the right to make such repairs, replacements and modifications provided that Tenant complies with the access provision, including any notice and approval requirements, set forth in Section 11 below.
3. **TERM.** (a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

(b) This Agreement will automatically renew for three (3) additional five (5) year term (each, an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days before the expiration of then existing term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement, then Tenant is deemed to be occupying the Premises on a month to month basis ("Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, Extension Term(s), and the Holdover Term are collectively referred to as the "Term."

4. **RENT.** (a) Commencing on the first day of the month during which Tenant commences construction of its Communications Facility at the Premises ("Commencement Date"), Tenant will pay Landlord an annual rent in the amount of Nineteen Thousand Eight Hundred and 00/100 Dollars ($19,800.00) to be paid in equal monthly installments of One Thousand Six Hundred Fifty and 00/100 Dollars ($1,650), plus any applicable tax assessed directly on Tenant's Communications Facility, at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date. Landlord and Tenant acknowledge and agree that initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after said written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, Tenant shall send to the Landlord the rental payments for January 1 and February 1 by February 13.

(b) Beginning with year two (2) of the Initial Term, and each year thereafter throughout the Term of this Agreement, including throughout any Extension Term or Holdover Term, the annual rent will be increased by an amount equal to three percent (3%) over the previous year's rent.

5. **APPROVALS.** (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as, "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement and agrees to reasonably cooperate with Tenant with such applications.

(b) Tenant has the right, at its sole expense, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its. Tenant has thirty (30) days from the effective date of this Agreement to either accept or reject matters of record title. If Tenant rejects any matters of record title, Tenant must notify Landlord per Section 17 and Landlord can use its sole discretion to correct any such matters within ninety (90) days after receipt of such notice. In the event that Landlord does not correct any record title matters objected to by Tenant, Tenant may either terminate this Agreement, or accept such matter or record title.

(c) Tenant may also obtain, at Tenant's sole cost and expense engineering or environmental tests or reports ("Tests") relating to the feasibility of locating the Facility on the Premises with the prior written consent of Landlord.
6. **TERMINATION.** This Agreement may be terminated as follows:
   (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
   (b) by Tenant upon written notice, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communications Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or for any other reason identified in this Agreement.
   (c) by Tenant on ninety (90) days written notice for any reason.

7. **INTERFERENCE.** (a) Tenant acknowledges there are existing radio frequency user(s) on the Property; Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property to allow Tenant to evaluate the potential for interference between the Communications Facility and the existing frequency users. Tenant will conduct testing before activation of the Communications Facility to ensure that the operation of its Communications Facility does not interfere with existing radio frequency users.
   
   (b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to a third party, save other existing and prospective tenants, for use of the Property, if such use materially interferes with the operations of Tenant’s Communications Facility, unless such interference is the result of operations that are intended to be a part of, or enhance, Landlord’s police and fire communications equipment and existing or prospective uses on the Property.
   
   (c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Premises that in any way interferes with the operations of Tenant or the rights of Tenant under this Agreement except as necessary to carry out emergency operations of Landlord or as otherwise permitted under this Agreement. Landlord will with reasonable due diligence cause unauthorized interference to cease upon not more than twenty-four (24) hour written notice thereof from Tenant.
   
   (d) It is understood that Landlord operates a police and fire emergency communication system and that the operation of such is paramount over any operation of Tenant’s Communications Facility hereunder. It is further understood that Landlord may alter its current police and fire communication system in the future. Accordingly, the installation, maintenance and operation of the Communications Facility cannot interfere with Landlord’s existing or future communications equipment, operations, or transmissions on or from the Property. In the event Tenant’s installation, maintenance or operation of its Communications Facility interferes with Landlord’s existing or future communications equipment, operations, or transmissions, Tenant will immediately cease such interference (except for intermittent testing), after verbal or written notice thereof until is able to resolve the interference problem. In connection therewith, Landlord is entitled to specific enforcement in order to cause such interference to cease and desist without allowing Tenant an opportunity to cure such interference as provided in Section 15 hereof. If the interference cannot be resolved within a reasonable period of time under the circumstances, either party shall be entitled to terminate this Agreement upon providing not less than thirty (30) days written notice to the other party. Verbal notice to Tenant under this Paragraph shall be given to Tenant’s Network Operations Center at (800) 264-6620.

8. **INDEMNIFICATION.** (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney’s fees and court costs) arising directly from the installation, use,
maintenance, repair or removal of the Communications Facility or its breach of any provision of this Agreement, except to the extent caused by the negligent acts or omissions of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys’ fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or the breach of any provisions of this Agreement, except to the extent attributable to the negligent or intentional acts or omissions of Tenant, its employees, agents or independent contractors.

9. WARRANTIES. Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below. Landlord represents and warrants that: (i) to the best of its knowledge, Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any items, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant’s use and enjoyment and possession of the Premises under this Agreement; (ii) as long as Tenant is not in default Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) to the best of Landlord’s knowledge, its execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure debt, mortgage, or other security interest, Landlord will use its best efforts to notify Tenant of such and give Tenant the opportunity to secure a Subordination, Non-Disturbance and Attornment Agreement. However, Tenant takes possession of the Premises subject to those matters that are of record title or that Tenant could discover through reasonable due diligence under the circumstances or that it has actual notice of.

10. ENVIRONMENTAL. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all governmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party’s activity conducted in, or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from - and to assume all duties, responsibilities, and liabilities at its sole cost and expense - for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the failure to comply with any applicable environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental entity with the authority to regulate or impose standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party using the Property to the extent such environmental conditions are caused by that party.

(c) The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this
Section will survive the expiration or termination of this Agreement and/or any transfer or assignment of the rights and obligations under this Agreement.

11. ACCESS. At the following times throughout the term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, contractors, and subcontractors, will have regular access to the Property between 7:00 a.m. and 4:00 p.m. with the written or verbal approval of Landlord not to be unreasonably withheld or delayed, Monday through Thursday from the nearest public right-of-way, Lomita Street, for the installation, maintenance and operation of the Communications Facility and any utilities serving the Property. Tenant must provide two (2) hours prior notice to Landlord when accessing the Property, except in the case of an emergency, in which event Tenant must provide as much notice as possible to the Watch Commander of Landlord’s Police Department of its intent to enter the Property. Landlord may in its reasonable determination deny such access if such will materially interfere with Landlord’s operations.

12. REMOVAL. All portions of the Communications Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communications Facility constructed, erected or placed on the Premises will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement for whatever reason, Tenant will remove all such improvements and return the Premises to Landlord in the same condition as the Premises were in on the Commencement Date, reasonable wear and tear excepted.

13. RELOCATION. Upon request by Landlord, from time to time, Tenant will make minor relocations of its Communication Facilities equipment so long as such relocations do not interfere with Tenant’s operation of its Communications Facility. Landlord may require Tenant, at Tenant’s sole expense, to make a major relocation of its Communication Facilities once during each five (5) year term of this Agreement. Landlord will give Tenant six (6) months written notice of its request to relocate the Communications Facility to a reasonable location on property owned by Landlord or on other property approved for uses consistent with the Communications Facility. If needed to minimize interruptions to Tenant’s service, Landlord will allow Tenant to place a temporary cell site and antenna structure on the Property during said major relocation. Upon relocation of the Communications Facility, or any part thereof, all references to the site in this Agreement will be deemed to be references to the relocation site. Upon the permanent relocation, the parties will execute an amendment to this Agreement which redefines the Property, Premises, and the Communications Facility and which deletes the existing Exhibits A, B and D and replaces them with revised Exhibits. Except as expressly provided in this Section, Landlord and Tenant agree that in no event will the relocation of the Communications Facility of Tenant, or any part thereof, except as provided in this Section 13, affect, alter, modify or otherwise change any of the terms and conditions of this Agreement.

14. EMERGENCY GENERATOR; MAINTENANCE; UTILITIES. (a) As part of Tenant’s operation system, Tenant has the option to connect to and utilize its own Emergency Generator System ("Emergency Generator"). Tenant uses this equipment to have sufficient power to fully operate the Communications Facility equipment in the event of a power outage at the site. The Emergency Generator shall have dimensions not to exceed 5' long x 8' wide x 6' high. Tenant warrants that it will maintain the Emergency Generator at no additional cost to Landlord.
(b) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Tenant must, at Tenant’s expense, commence repairs within two (2) days after written notice from Landlord, unless the nature of the repairs is such that it reasonably requires more than two (2) days to commence repairs. If such repairs are not commenced within the aforementioned cure period, Landlord may perform such repairs and bill Tenant for all reasonable costs. Tenant’s obligation to maintain and repair the Premises does not include any portion of the site that Landlord or any other tenant of the Property is obligated to maintain and repair. Landlord will maintain and repair access to the Premises in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(c) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant must, at its own cost and expense, install a sub-meter to Landlords’ meter. Tenant will pay on a monthly basis the current local utility company rate for sub-metered electric, after the meter is read by Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of Emergency Generator power or other such services to be supplied directly or indirectly by Landlord.

15. DEFAULT AND RIGHT TO CURE. (a) Tenant will be in default and breach of this Agreement if Tenant fails to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord that specifies a specific failure by Tenant under this Agreement. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if such is due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) Landlord will be deemed to be in default and breach of this Agreement if Landlord fails to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant that specifies a failure by Landlord under this Agreement. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if it is due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant’s sole remedy is to terminate this Agreement.

16. ASSIGNMENT/SUBLEASE. Tenant may assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant’s principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant’s assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord’s consent.

17. NOTICES. All notices (each, a “Notice”) hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage, prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below:
Tenant:
Los Angeles SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site Name: Posa Park / Water Yard

Landlord:
Jack Wayt, City Manager
City of El Segundo
350 Main Street
El Segundo, CA 90245
Attn.: City Clerk
310-524-2300
El Segundo Police Department Watch Commander: 310-524-2200

18. SEVERABILITY. If any term or condition of this Agreement is found to be unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then either party on ten (10) days prior written notice to the other party hereto may terminate this Agreement.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceeding affecting the Property, Landlord will provide notice to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant’s sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communications Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid rent.

20. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communications Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant’s sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed, for any prepaid rent.

21. WAIVER OF LANDLORD’S LIENS. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility or any portion thereof. The Communications Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant’s right to remove all or any portion of the Communications Facility from time to time in Tenant’s sole discretion and without Landlord’s consent.
22. **POSSESSORY INTEREST TAXES.** Landlord informs Tenant pursuant to Revenue and Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that Tenant may be subject to the payment of property taxes levied on its interest. Tenant may not deduct such amount from payments to Landlord.

23. **MISCELLANEOUS.**

(a) **Amendment; Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Landlord and an authorized agent of Tenant. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity. No provision may be waived except in a writing signed by both parties.

(b) **Short Form Lease.** Either party will, at any time upon fifteen (15) day’s prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part thereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations, and agreements.

(e) **Governing Law.** This Agreement will be governed by the laws of California, without regard to conflicts of law. Exclusive venue for any action arising from this Agreement is Los Angeles County.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation shall apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in this Agreement or as same may duplicate, such consent will not be unreasonably withheld, conditioned or delayed; (iv) Exhibits are an integral part of this Agreement and are incorporated herein by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party’s knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any prospective purchaser or encumbrancer of the Premises may conclusively rely upon any such statement. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party’s performance, and (iii) no more than one month’s rent has been paid in advance.
(h) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for leasing the Premises. This Agreement will become effective as an agreement only upon the legal execution, acknowledgement and delivery hereof by Landlord and Tenant.

(i) Survival of Terms. Sections 8, 9, 10, 12 and 23(j) hereof will survive the termination of this Agreement.

(j) Insurance. Tenant must maintain at all times during the Term of this Agreement a broad form commercial general liability policy and property insurance each with a minimum of $1,000,000 coverage per occurrence in a form reasonably acceptable to Landlord. Landlord must be included as an additional insured on such liability policy and be provided with a certificate of insurance evidencing such coverage.

(k) Tenant Contact Information. Should Landlord desire to contact Tenant for questions regarding lease administration or Tenant's operations, Tenant can be reached at the telephone numbers provided on the Tenant Contact Information Form attached hereto as Exhibit "E" and made a part hereof. Tenant agrees to update the information contained in the Tenant Contact Information Form on no less than an annual basis. Notwithstanding the foregoing, Notice must be given in accordance with Section 17 above. The parties acknowledge and agree that the information provided by Tenant in the Tenant Contact Information Form is being provided to Landlord for general information purposes only.

[Signatures on following page]
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this ___ day of __________, 2009.

“LANDLORD”:

City of El Segundo, a general law city

By: _____________________________
Jack Wayt, City Manager

Date: ____________________________

Approved as to Form:
Mark D. Hensley, City Attorney

By: ________________________________
Karl H. Berger, Assistant City Attorney

“TENANT”:

Los Angeles SMSA Limited Partnership,
a California limited partnership,
d/b/a Verizon Wireless

By: AirTouch Cellular,
Its: General Partner

By: ______________________________
Walter L. Jones, Jr.
Area Vice President Network

Date: ______________________________
Exhibit A
Legal Description of Property

PARCEL A:

LOTS 6 THRU 13 IN BLOCK 67 OF EL SEGUNDA, IN THE CITY OF EL SEGUNDA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGES 54 AND 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTH 10 OF LOT 6 CONVEYED TO WILLIAM LANE RECORDED SEPTEMBER 12, 1947 INSTRUMENT NO. 2050.

PARCEL B:

LOTS 1 THRU 13 IN BLOCK THIRTY-FOUR (34) OF EL SEGUNDA, SHEET NO. 7, IN THE CITY OF EL SEGUNDA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGES 54 AND 55 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

AND THAT PORTION OF HOLLY AVENUE VACATED ON AUGUST 17, 1948 BY ORDINANCE NO. 358 LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE WEST LINE OF LOT 1, BLOCK 34 AND THE EAST LINE OF LOT 13,

BLOCK 34, ALSO THE 14-FOOT WIDE ALLEY RUNNING NORTH -SOUTH BOUNDED ON THE NORTH BY A LINE LYING 35' NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 6, BLOCK 67.

APN: 4135-023-900
Wireless Communications Facility Permit
Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless

Exhibit B
Site Plan of Premises

Refer to the following pages
Exhibit C

Intentionally omitted.
Exhibit D
Tenant's Changes

Not attached at this time
Wireless Communications Facility Permit
Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless

Exhibit E
Tenant Contact Information Form

September 24, 2009

Mr. Jack Wayt, City Manager
City of El Segundo
350 Main Street
El Segundo, CA 90245
310-524-2300

RE: Important Contact Information

Our File Name: POSA PARK
Our Contract No: [to be provided once Lease is fully executed]
Site Address: 400 Lomita Street, El Segundo, CA

Dear Mr. Wayt:

Welcome to Verizon Wireless and the Southern California Network Real Estate Team! We are delighted to partner with the City of El Segundo. Your role is critical in fulfilling the mission of our department and Verizon Wireless.

The following information is designed to serve as an introduction to Verizon Wireless and provide helpful contact information.

For Property Management issues, please contact:

- Judy Wilkins, Property Manager (949) 286-8716
- Leslie Vartanian, Manager, Network Real Estate (949) 286-8623

For rent or insurance questions, please contact Verizon Wireless Headquarters and reference the site name “Posa Park” Water Yard:

- Rent Hotline (866) 862-4404

For after hours emergency, weekend, holiday or maintenance issues, please contact our local field operations team:

- Field Operation Team (800) 299-0826, option #2

Finally, Verizon Communications’ Director of Government & External Affairs has also made himself available to the City of El Segundo regarding any concerns you may have:

- Mike Murray (562) 708-7886

Please note, however, that formal “notices” required under the Lease may not be given at the above-referenced numbers.

We look forward to working with you. If we can do anything to improve our business relationship, please let us know. Once again, welcome to Verizon Wireless!

Sincerely,

Leslie S. Vartanian
Manager, Network Real Estate
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

MEETING DATE: November 3, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action regarding award of a purchase order to Motorola for the purchase of radio equipment in the amount of $27,860.66 and second amendment to the Maintenance Agreement No. 3995 with Advanced Electronics in the amount of $33,294.44 for new Fire Station No. 2 (2261 E. Mariposa Avenue).
(Fiscal Impact: $61,155.10)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute all necessary documents in a form as approved by the City Attorney;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Motorola Proposal
Advanced Electronics Proposal

FISCAL IMPACT: Included in Adopted Budget

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

BACKGROUND AND DISCUSSION:

Presently, the Fire and Police Departments use Motorola equipment for two-way radio communications. This request is to purchase two-way mobile radio equipment for the new Fire Station No. 2. The unit pricing for the equipment is based on the approved Motorola contract with Los Angeles County.

Advanced Electronics is the authorized Motorola dealer and service provider for this area. The requested second addendum would increase the existing contract amount by $33,294.44 for the installation, maintenance and technical support services of the radio equipment for the new Fire Station No. 2.

The funding for the purchase, installation, maintenance and support service is through the allocated fund for the construction of the new Fire Station No. 2.
Advanced Electronics Inc.

2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 * 310-725-0410 * Fax 310-643-8167
255 Lambert St., Unit 10, Oxnard, CA 93036 * 805-604-9166 * Fax 805-604-9199
865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 * 909-390-0460 * Fax 909-937-7127

ORDER DATE: 2/26/2009

BILL TO:
EL SEGUNDO, CITY OF
350 MAIN STREET
EL SEGUNDO, CA 90245

CONTACT: EL SEGUNDO-PD & FD
PHONE: 310-524-2200
EMAIL:

ORDER NO  PO NUMBER  SHIP VIA  FOB  TERMS  SALESPERSON
0013653  /WRKDESC  OUR TRUCK  NET 30  MARK CARRY

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081
**Quote**

Advanced Electronics Inc.

2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 * 310-725-0410 * Fax 310-643-8167
255 Lambert St., Unit 10, Oxnard, CA 93036 * 805-604-9166 * Fax 805-604-9199
865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 * 909-390-0460 * Fax 909-937-7127

ORDER DATE: 2/26/2009

www.advancedelectronics.com

BILL TO:
EL SEGUNDO, CITY OF
350 MAIN STREET
EL SEGUNDO, CA 90245

SHIP TO:
EL SEGUNDO-PD & FD
314 MAIN STREET
EL SEGUNDO, CA 90245

CONTACT: EL SEGUNDO-PD & FD
PHONE: 310 524-2200
EMAIL:

CONTACT: MARK HARRISON
PHONE: 310-322-9114
EMAIL:

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This quote is valid for 30 days unless an extension is requested and granted in writing.

**NET ORDER:** 31,897.71
**FREIGHT:** 225.00
**SALES TAX:** 991.46
**TOTAL:** 33,114.17

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**Authorized Signature**

**Authorized Printed Name**

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Information contained herein is privileged or confidential and is exempt from the public disclosure provisions thereof. It is furnished to the "reader" in confidence, with the understanding that it will not, without written permission of Advanced Electronics, be reproduced, used or disclosed for any purpose other than for which it was furnished. By signing this document, you have agreed to the above and the terms and conditions attached.
SEGUNDO FIRE DEPT, CITY OF
214 MAIN ST
EL SEGUNDO, CA 90245
United States

Attention: MARK HARRISON
Phone: 310 524 2269

Sales Contact:
Name: Mark Carry
Email: markcarry@advancedelectronics.com
Phone: 3107250410

Contract Number: LA COUTNY CONTRACT 18105
Freight terms: FOB Destination
Payment terms: Net 30 Due

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Estimated Tax Amount: $2,471.94
Estimated Freight Amount: $125.00
Total Quote in USD: $27,868.61

Issued to Motorola must:
> Use a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted.
> Have a PO Number/Contract Number & Date
> Identify "Motorola" as the Vendor
> Have Payment Terms or Contract Number
> Be issued in the Legal Entity's Name
> Include a Bill-To Address with a Contact Name and Phone Number
> Include a Ship-To Address with a Contact Name and Phone Number
> Include an Ultimate Address (only if different than the Ship-To)
> Be Greater than or Equal to the Value of the Order
> Be in a Non-Editable Format
> Identify Tax Exemption Status (where applicable)
> Include a Signature (as Required)
AGENDA DESCRIPTION:
Consideration and possible action regarding the annual Resolutions updating the employer's contribution under the Public Employees' Medical and Hospital Care Act for the El Segundo Fire Fighters' Association, the El Segundo Police Officers' Association, the El Segundo City Employees' Association, the El Segundo Police Support Services Association, and the El Segundo Supervisory and Professional Employees' Association. (Fiscal Impact: Included in adopted budget)

RECOMMENDED COUNCIL ACTION:
1) Adopt the required Resolutions
2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Proposed Resolutions

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $1,067,400
Additional Appropriation: N/A
Account Number(s): various

ORIGINATED BY: Marcia Marion

REVIEWED BY: Deborah Cullen, Director of Finance
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
As required, the City files with the Public Employees Retirement System (PERS) the annual Resolutions reflecting changes in the City's contribution for employees and annuitants under the Public Employees Medical and Hospital Care Act.

The current Memorandum of Understanding contract provisions with the El Segundo Firefighters' Association and the El Segundo Police Officers' Association provide that the City's contribution is based on the average dollar cost of the premium for an employee and two (2) or more dependents for the HMOs available to employees under the Public Employees' Medical and Hospital Care Program in the Los Angeles area, as that term is defined by CalPERS (Los Angeles, San Bernardino and Ventura County). In the 2010 calendar year the maximum City contribution based on this calculation for medical coverage will be $1,045.13 per month per employee.
The current Memorandum of Understanding contract provisions with the El Segundo City Employees’ Association and the El Segundo Police Support Services’ Association provide that the City’s contribution is based on 50% of the increase in the 2010 premium based on the average dollar cost of the premium for an employee and two (2) or more dependents for the HMOs available to employees under the Public Employees’ Medical and Hospital Care Program in the Los Angeles area, as that term is defined by CalPERS (Los Angeles, San Bernardino and Ventura County) over the 2009 premium based on the same calculations, added to the City’s contribution in 2009. In the 2010 calendar year the maximum City contribution based on this calculation for medical coverage will be $970.77 per month per employee.

The current Memorandum of Understanding contract provisions with the El Segundo Supervisory and Professional Employees’ Association provide that the City’s contribution is based on 50% of the increase in the premium based on the average dollar cost of the premium for an employee and two (2) or more dependents for the HMOs available to employees under the Public Employees’ Medical and Hospital Care Program in the Los Angeles area, as that term is defined by CalPERS (Los Angeles, San Bernardino and Ventura County) and the premiums for an employee and two (2) or more dependents in the PERS Choice and PERS Select plans over the 2009 premium based on the same calculations, added to the City’s contribution in 2009. In the 2010 calendar year the maximum City contribution based on this calculation for medical coverage will be $1,070.25 per month per employee.

The City’s maximum contribution for the annuitants in all of these groups is the same as for active, represented employees.
RESOLUTION NO. ______

A RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO CITY EMPLOYEES' ASSOCIATION

BE IT RESOLVED by the Council of the City of El Segundo as follows:

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22825 of the Act, and

B. Government Code § 22892(c) provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

C. The City of El Segundo ("employer") is a local agency contracting under the Act for participation by members of the El Segundo City Employees' Association.

SECTION 2: The employer's contribution for each employee is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $970.77 per month effective January 1, 2010.

SECTION 3: The employer's contribution for each annuitant is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $970.77 per month effective January 1, 2010.

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 3rd day of November, 2009.

Kelly McDowell, Mayor of the
City of El Segundo
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 3rd day of November, 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
RESOLUTION NO. ________

A RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO POLICE OFFICERS' ASSOCIATION.

BE IT RESOLVED by the Council of the City of El Segundo as follows:

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under section 22825 of the Act, and

B. Government Code § 22892(c) provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

C. The City of El Segundo ("employer") is a local agency contracting under the Act for participation by members of the El Segundo Police Officers' Association.

SECTION 2: The employer's contribution for each employee is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1045.13 per month effective January 1, 2010.

SECTION 3: The employer's contribution for each annuitant is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1045.13 per month effective January 1, 2010.

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 3rd day of November, 2009.

__________________________
Kelly McDowell, Mayor of the
City of El Segundo

1.
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 3rd day of November, 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
RESOLUTION NO. ______

A RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO FIREFIGHTERS' ASSOCIATION.

BE IT RESOLVED by the Council of the City of El Segundo as follows:

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22825 of the Act, and

B. Government Code § 22892(c) provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

C. The City of El Segundo ("employer") is a local agency contracting under the Act for participation by members of the El Segundo Fire Fighters' Association.

SECTION 2: The employer's contribution for each employee is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1045.13 per month effective January 1, 2010.

SECTION 3: The employer's contribution for each annuitant is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1045.13 per month effective January 1, 2010.

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 3rd day of November, 2009.

Kelly McDowell, Mayor of the City of El Segundo
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 3rd day of November, 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
RESOLUTION NO. ________

A RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO POLICE SUPPORT SERVICES ASSOCIATION

BE IT RESOLVED by the Council of the City of El Segundo as follows:

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under section 22825 of the Act, and

B. Government Code § 22892(c) provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

C. The City of El Segundo ("employer") is a local agency contracting under the Act for participation by members of the El Segundo Police Support Services Association.

SECTION 2: The employer's contribution for each employee is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $970.77 per month effective January 1, 2010.

SECTION 3: The employer's contribution for each annuitant is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $970.77 per month effective January 1, 2010.

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 3rd day of November, 2009

Kelly McDowell, Mayor of the City of El Segundo
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 3rd day of November, 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
RESOLUTION NO. ________

A RESOLUTION FIXING THE EMPLOYER’S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO SUPERVISORY AND PROFESSIONAL EMPLOYEES’ ASSOCIATION

BE IT RESOLVED by the Council of the City of El Segundo as follows:

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees’ Medical and Hospital Care Act shall fix the amount of the employer’s contribution at an amount not less than the amount required under section 22825 of the Act, and

B. Government Code § 22892(c) provides that a contracting agency may fix the amount of the employer’s contribution for employees and the employer’s contribution for annuitants at different amounts provided that the monthly contribution for annuitants be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

C. The City of El Segundo ("employer") is a local agency contracting under the Act for participation by members of the El Segundo Supervisory and Professional Employees’ Association.

SECTION 2: The employer’s contribution for each employee is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1070.25 per month effective January 1, 2010.

SECTION 3: The employer’s contribution for each annuitant is the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1070.25 per month effective January 1, 2010.

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 3rd day of November, 2009

_____________________________________
Kelly McDowell, Mayor of the City of El Segundo

1.
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 3rd day of November, 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
AGENDA DESCRIPTION:
Consideration and possible action regarding the dedication of the flagpole at Fire Station #2 in honor of El Segundo’s late Councilmember John Gaines. (Fiscal Impact: $500)

RECOMMENDED COUNCIL ACTION:
1. Approve the dedication of the flag pole in honor of the Councilmember John Gaines.
2. Alternatively, discuss and take other action regarding this item.

ATTACHED SUPPORTING DOCUMENTS:
Verbiage and format of the proposed dedication plaque.

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $500
Additional Appropriation: N/A
Account Number(s): 001-400-5204-5204 (Rec/Sports operating supplies)

ORIGINATED BY: Bob Cummings, Recreation and Parks Director
REVIEWED BY: Bill Crowe, Assistant City Manager
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

John Gaines faithfully served the City of El Segundo as a Councilmember and Mayor Pro Tem for eight years. During his two terms of service, Mayor Pro Tem Gaines demonstrated unwavering support for public safety and was a dedicated and respected public servant whose service and ideals are a model for others to follow. Our community misses him deeply. We offer this modest memorial proposal as a symbol of our city's affection and admiration for an extraordinary public official.
City of El Segundo

This flagpole is dedicated in honor of

El Segundo Councilmember

John Gaines

A dedicated community leader and a friend of public safety

Dedicated: November 24, 2009
AGENDA DESCRIPTION:
Consideration and possible action regarding awarding a contract to S&L Specialty Contracting, Inc. for construction related to Group 38 (26 homes) of the City's Residential Sound Insulation Program (Project Nos. RSI 09-19).
(Estimated construction costs and retention: $782,980)

RECOMMENDED COUNCIL ACTION:
1. Award a contract to S&L Specialty Contracting, Inc.;
2. Authorize the City Manager to execute a contract in a form approved by the City Attorney; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$10,570,900</th>
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<tr>
<td>Additional Appropriation:</td>
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<td>Account Number(s):</td>
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</tbody>
</table>

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 August 18, 2009 the City Clerk’s office opened sealed bids for Group 38 (RSI 09-16) of the City’s Residential Sound Insulation (RSI) Program. The results were as follows:

Group 38 (RSI 09-19)
1. S&L Specialty Contracting, Inc...............................$711,800.00
2. Big West Construction Corporation..........................$725,699.00
3. Professional Building Contractors, Inc......................$756,157.00
4. Tron Construction, Inc..................................................$779,686.00
5. Ardalan Construction, Inc..........................................$821,210.00

By comparison, the Bids received in response to the original Notice Inviting Sealed Bids on August 18, 2009 were:
1. S&L Specialty Contracting, Inc.............................................$690,800.00
2. Professional Building Contractors, Inc.............................$763,210.00
3. Big West Construction Corporation.................................$776,757.00
4. Tron Construction, Inc.......................................................$779,686.00
5. Sam Boo Construction Company, Inc.................................$785,000.00
The lowest Bid, submitted by S&L Specialty Contracting, Inc. (S&L), appears to be responsive and therefore recommends that the City Council award a contract to S&L for the project.

As the City Council is aware, S&L Specialty Contracting, Inc. successfully completed construction for many Groups of the Residential Sound Insulation Program for the City, including Groups 21, 22, 23, 25, 26, 27 and 29.

Although construction was not completed as required for group 30, work was ultimately completed and ramifications of not meeting project requirements are addressed in the staff report for the acceptance of Group 30.

The amounts requested for the contract is $782,980, which represents the Total Bid amount and an additional 10% for potential change orders related to unforeseen conditions.

City Council is reminded that eighty percent (80%) of costs associated with the Residential Sound Insulation Program are covered by federal grant funding from the Federal Aviation Administration (FAA). This remains a funding source until those funds identified in the Grant Implementation Plan to the City of Los Angeles are exhausted. Remaining expenses, except for elective “Owner Upgrades” selected by property owners, are paid for by funding received as part of the settlement agreement with LAWA.
BIDDER’S PROPOSAL AND STATEMENT

Project Number RSI 09-19
“Residential Sound Insulation Program – Group 38 re-bid”

To the Mayor and City Council
City of El Segundo
350 Main St.
El Segundo, CA 90245

The undersigned declares that he/she has examined the Contract Documents, including without limitation the “Instructions to Bidders” and the “Conditions of the Contract,” and otherwise satisfied himself/herself as to the nature and location of the Work, and is fully informed as to all conditions and matters which can in any way affect the Work or its cost, and agrees to the following:

To perform all Work in strict conformity with the requirements of the Contract Documents and at the following lump sum price:

<table>
<thead>
<tr>
<th>ID</th>
<th>Address</th>
<th>Description</th>
<th>Engineer’s Estimate</th>
<th>Bid Amount</th>
<th>Property Subtotal</th>
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<td></td>
<td>Electrical Circuit Upgrade</td>
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<td></td>
<td></td>
<td></td>
<td>$39,800*</td>
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</tr>
</tbody>
</table>

Total Bid (Contract Sum)

Seven Hundred Eleven Thousand, Eight Hundred Dollars

$711,800.00

In case of discrepancy between the words and figures, the words must prevail.

Notices:
- Illegible Bids must be disqualified
- If the Total Bid does not equal the total of the Schedule of Values, it is grounds for rejection of the Bid or rescinding a Notice of Award.
- Inconsistencies between the Schedule of Values and the Plans for each Home are grounds for rejection of the Bid

If awarded the Contract for the Work, the undersigned hereby agrees to execute the Contract within ten (10) calendar days as required by the Contract Documents (See Section 00 51 00).

Bid Security, which must not be less than ten percent (10%) of the Total Bid (Contract Sum), is enclosed as a guarantee that the undersigned will enter into a Contract if awarded to the undersigned. Bidder further agrees that in the event Bidder fails to execute the Contract in accordance with the requirements of the Contract Documents after being awarded the Contract, Bidder will be liable for and forfeit to the City the amount of the difference between the amount of its Bid and the larger amount for which the City procures the Work.
City of El Segundo
Residential Sound Insulation Program

Name of Firm: S&L Specialty Contracting, Inc.
Address: 315 South Franklin Street
          Syracuse, NY 13202
Telephone Number: 315 478 9746
Contractor's License Number: 7916908
Type of License: B, C10, C20
License Expiration Date: 7-31-11
Type of Entity: ☑ Sole Proprietorship   ☐ Partnership   ☑ Corporation   ☐ Other

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

Contractor Representative: JAMES W. LEANA
Title: PRESIDENT
Signature: 

Dated this 9th day of October, 2009

If Corporation, please attach evidence of authority to sign.

Attached
AGENDA DESCRIPTION:
Consideration and possible action regarding authorizing the recording of the Notice of Completion and authorizing the City Manager to accept completion of work for 21 homes related to the City's Residential Sound Insulation Program's Group 30 (Project No. RSI 08-22).
(Final Contract Amount: $619,760.34, less liquidated damages as authorized by the City manager)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Clerk to file the City's Planning and Building Safety Director's Notice of Completion in the County Recorder's Office;
2. Authorize the City Manager, or designee, to close out Project No. RSI 08-22; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
List of homes included in Groups 30
Planning and Building Safety Director's Notice of Completion

FISCAL IMPACT: Included in Adopted Budget

| Amounts Budgeted:       | $702,705 |
| Additional Appropriation: | N/A      |
| Account Number(s):      | 116-400-0000-8960 |

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

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

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

At its meeting on February 3, 2009 the City Council awarded a construction contract to S&L Specialty Contracting, Inc. (S&L) for construction for 21 homes, commonly referred to as Group 30 of the RSI Program.

The work has now been completed and the final contract amount is $619,760.34, less liquidated damages as authorized by the City Manager.
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Residential Sound Insulation Program – Group 30
Project No.: RSI 08-22

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

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

2. The project owner's name is: City of El Segundo

3. The full addresses of the project are: attached as Exhibit A and incorporated by reference

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

5. A work of improvement on the property hereinafter described was field reviewed by City representatives on: see attached Exhibit A

6. The work done was: Residential Sound Insulation Program Improvements

7. On November 3, 2009, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.

8. The name of the Contractor for such work of improvement was: S&L Specialty Contractors, Inc.

9. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Private Residence(s) listed in Exhibit A

10. The street address of said properties are: set forth in Exhibit A

Dated: November 4, 2009

Greg Carpenter
Planning and Building Safety Director

VERIFICATION

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

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

Executed on November 4, 2009 at El Segundo, California.

Greg Carpenter
Planning and Building Safety Director
## Exhibit A

**City of El Segundo**  
**Residential Sound Insulation Program**

<table>
<thead>
<tr>
<th>RSI Number</th>
<th>Project Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>30.01</td>
<td>536 W. Maple Ave.</td>
</tr>
<tr>
<td>30.02</td>
<td>540 W. Maple Ave.</td>
</tr>
<tr>
<td>30.03</td>
<td>801 Lomita St.</td>
</tr>
<tr>
<td>30.04</td>
<td>201 E. Maple Ave.</td>
</tr>
<tr>
<td>30.05</td>
<td>1101 E. Walnut Ave.</td>
</tr>
<tr>
<td>30.06</td>
<td>816 McCarthy Crt.</td>
</tr>
<tr>
<td>30.07</td>
<td>833 McCarthy Crt.</td>
</tr>
<tr>
<td>30.08</td>
<td>845 Penn St.</td>
</tr>
<tr>
<td>30.09</td>
<td>1130 E. Acacia Ave.</td>
</tr>
<tr>
<td>30.10</td>
<td>222 W. Sycamore Ave.</td>
</tr>
<tr>
<td>30.11</td>
<td>754 Hillcrest St.</td>
</tr>
<tr>
<td>30.12</td>
<td>820 McCarthy Crt.</td>
</tr>
<tr>
<td>30.13</td>
<td>841 Loma Vista St.</td>
</tr>
<tr>
<td>30.14</td>
<td>725 W. Maple Ave.</td>
</tr>
<tr>
<td>30.15</td>
<td>638 W. Imperial Ave., Unit 1</td>
</tr>
<tr>
<td>30.16</td>
<td>638 W. Imperial Ave., Unit 2</td>
</tr>
<tr>
<td>30.17</td>
<td>638 W. Imperial Ave., Unit 3</td>
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<td>30.18</td>
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<td>30.19</td>
<td>638 W. Imperial Ave., Unit 5</td>
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<tr>
<td>30.20</td>
<td>638 W. Imperial Ave., Unit 6</td>
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<tr>
<td>30.21</td>
<td>638 W. Imperial Ave., Unit 7</td>
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</table>
AGENDA DESCRIPTION:
Consideration and possible action regarding awarding a contract extension to Wyle Laboratories, Inc. for Construction Monitoring and Oversight Services related to the Residential Sound Insulation (RSI) Program. 
(Fiscal impact: $64,572)

RECOMMENDED COUNCIL ACTION:
1. Award a contract extension to Wyle Laboratories, Inc.;
2. Authorize the City Manager to execute a contract extension in a form approved by the City Attorney; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Proposal submitted by Wyle Laboratories, Inc.

FISCAL IMPACT: Budget Adjustment Required
Amount Budgeted: $2,107,100
Additional Appropriation: Yes $64,572
Account Number(s): 116-400-0000-6214

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:
At its meeting on March 18, 2008, the City Council awarded a contract to Wyle Laboratories, Inc. (Wyle) for Construction Monitoring and Oversight Services related to the Residential Sound Insulation (RSI) Program. The contract was awarded for a period of two (2) years with the City’s discretion of extending the agreement in one (1) year increments for a maximum of four (4) years.

The contract allowed for Wyle to perform Construction Oversight services for approximately 6 Groups of Homes. To date, Wyle has performed the equivalent of this work (Oversight of 4 Groups, additional services equivalent to oversight of an additional Group, and are currently providing oversight services for two addition Groups). As those two Groups are approximately fifty percent (50%) complete, a contract extension is needed for Wyle to complete the oversight on those Groups.

Staff has received the attached proposal for $64,572 to complete the oversight of those two groups, which represents a slight increase compared to its original proposal from March 2008 of $60,150. Staff therefore recommends the approval of Wyle’s proposal and awarding a contract extension for such services.
October 20, 2009

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

Attention: James O'Neill
Program Manager

Subject: Proposal for Construction Monitoring (1 module) plus Additional Services
Covering Groups 21 & 22

Reference: Meeting of 10.19.09 El Segundo/Wyle

Dear Mr. O’Neill:

As requested during the reference meeting, Wyle’s Fee Proposal is $64,572 covering service for 1 module. This proposal covers the balance of the efforts required to complete Modules 32 & 33. In addition, as requested, Wyle performed additional services for Group 21 & 22, approximated 40% and 50% of the total modules, respectively. These efforts were performed at the request of the City to cover CM services as required. Detailed expenditures have already been provided to the City under separate cover.

Should you questions regarding the enclosed Fee Schedule please contact the undersigned or Rod Royales at telephone 310.930.7300.

Regards,

[Signature]

Lloyd E. Kosanke
Contracts Manager
AGENDA DESCRIPTION:
Consideration and possible action regarding adoption of an Ordinance amending El Segundo Municipal Code § 1-4-4 to allow City Council meetings scheduled for the same date as any regular or special election as defined by Election Code § 318 to be held on election day. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Second reading by title only and adoption of Ordinance No. 1434
3. Alternatively discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:
Ordinance No. 1434

FISCAL IMPACT: None

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

ORIGINATED BY: Carl Jacobson, Council Member
REVIEWED BY:
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On October 6, 2009 City Council Member Jacobson introduced an Ordinance amending El Segundo Municipal Code § 1-4-4 to allow City Council meetings scheduled for the same date as any regular or special election as defined by Election Code § 318 to be held on election day.

In 2000 the City Council decided to pass Ordinance No. 1317 to change from the traditional Tuesday meeting date on election day to moving it to the next business day. This has caused Council Members to miss important committee assignments.

General municipal elections are held on the second Tuesday in April of even years and will not be affected by this amendment.
ORDINANCE NO. 1434

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
SECTION 1-4-4 RELATING TO CITY COUNCIL MEETINGS.

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

SECTION 1: El Segundo Municipal Code ("ESMC") § 1-4-4 B is amended to read as follows:

"1-4-4: MEETINGS

B. Holidays: Should the date of a regular meeting fall upon a holiday when city hall offices are closed then the regular meeting will be scheduled for the next succeeding business day."

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 thirty (30) days following its passage and adoption.

PASSED AND ADOPTED this 3rd day of November, 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. 1434 was duly introduced by said City Council at a regular meeting held on the 6th day of October, 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 3rd day of November, 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