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, APRIL 6, 2010 – 5:00 P.M.

Next Resolution # 4647
Next Ordinance # 1441

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 §54956, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -2- matter

1. City of El Segundo vs. City of Los Angeles, et. al LASC Case No. BS094279
2. S & L Contracting vs. City of El Segundo, et. al. LASC Case No. BS125520

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -1- matters

1. Represented Group: Police Support Services Employees Association (PSSEA), City Employees Association (CEA), Firefighters Association (FFA), Police Managers Association (PMA), Police Officers Association (POA), Supervisory and Professional Employees (S&P)
   Negotiators: Jack Wayt, Bob Hyland and Rich Kreisler

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

SPECIAL MATTERS: - 0- matter
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 6, 2010 - 7:00 P.M.

Next Resolution # 4647
Next Ordinance # 1441

7:00 P.M. SESSION

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE – Council Member Don Brann
PRESENTATIONS

a. Proclamation announcing the month of April 2010 as “Sexual Assault Awareness Month” and designate April 21, 2010 as “Denim Day”.

b. Proclamation announcing April 11-17, 2010 as “Environmental Education Week.”

ROLL CALL

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

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a proposed Addendum to a Mitigated Negative Declaration; 2) a General Plan Amendment to change the Land Use Designation from Corporate Office to 199 North Continental Boulevard Specific Plan; 3) a Zone Change to rezone the property from the Corporate Office (CO) Zone to the 199 North Continental Boulevard Specific Plan (NCBSP) Zone; 4) a Zone Text Amendment to establish the 199 North Continental Boulevard Specific Plan; 5) a Specific Plan to allow a maximum floor area ratio (FAR) of 0.92 for a hotel use; and 6) a Development Agreement to provide public benefits in exchange for development rights and to allow a six-story, 71,005 square-foot, 152-room hotel at 199 North Continental Boulevard. Applicant: JF El Segundo Owner, LLC (Fiscal Impact: $75,000 Contribution to parks and recreation capital improvement projects to benefit children)

Recommendation – (1) Open the public hearing; (2) Discussion; (3) Adopt a Resolution approving an Addendum to a Mitigated Negative Declaration (Environmental Assessment No. 844); implementing a Mitigation Monitoring and Reporting Program (MMRP), and amending the General Plan (Amendment No. 09-02); (4) Introduce, and waive first reading, of Ordinance for Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, and Development Agreement No. 09-03; (5) Schedule second reading and adoption of Ordinance on April 20, 2010; (6) Alternatively, discuss and take other possible action related to this item.
2. Consideration and possible action to open a public hearing and receive public testimony concerning adopting a resolution supporting the proposed issuance of Recovery Zone Facility Revenue Bonds (RZFRB) by the California Statewide Communities Development Authority (CSCDA) in an amount not to exceed $1,000,000 to finance the construction by SunEdison of a solar energy facility on the Whole Foods store located at 760 S. Sepulveda Blvd. (Fiscal Impact: None)

Recommendation – (1) Open the public hearing; (2) Take public testimony; (3) Adopt resolution approving CSCDA's issuance of financing for SunEdison's project; (4) 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.

3. Warrant Numbers 2576429 to 2576692 on Register No. 12 in the total amount of $1,486,273.54 and Wire Transfers from 3/4/10 through 3/25/10 in the total amount of $2,921,420.07.

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.

5. Consideration and possible action regarding acceptance of the project for pavement rehabilitation of Main Street from Mariposa Avenue to Imperial Highway. Project No.: PW 09-11, Federal Project No.: LAES 699 (Fiscal Impact: $199,013.38)

Recommendation – (1) Accept the work as complete; (2) Authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office; (3) Alternatively, discuss and take other action related to this item.
6. Consideration and possible action regarding acceptance of the construction of the new Fire Station No. 2 at 2261 East Mariposa Avenue. Approved Capital Improvement Project. Project No.: PW 08-06 (Fiscal Impact: $6,887,498.09)

Recommendation – (1) Approve Change Order Number No. 1 in the amount of $216,772.09; (2) Accept the work as complete; (3) Authorize the City Clerk to file a Notice of Completion in the County Recorder’s Office; (4) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action regarding approval of revised Class Specification for the classification of Recreation Superintendent and approval of the examination plan for Recreation Superintendent. (Fiscal Impact: None)

Recommendation – (1) Approve the proposed Class Specification for Recreation Superintendent; (2) Approve the proposed Examination Plan for Recreation Superintendent; (3) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action to waive the formal bidding process pursuant to the El Segundo Municipal Code §1-7-10 and authorize the Fire Department to purchase self-contained breathing apparatus equipment under a sole source purchase through Allstar Fire Equipment. The City will be reimbursed for these expenditures through the Urban Area Security Initiative Fiscal Year 2008 grant funding. (Fiscal Impact: $40,330.45)

Recommendation – (1) Pursuant to El Segundo Municipal Code §1-7-10, waive the bidding process and authorize the Fire Department to purchase self-contained breathing apparatus units under a sole source purchase from Allstar Fire Equipment; (2) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action regarding approval of an amendment to the Memorandum of Understanding between the City of El Segundo and the Police Support Services Employees Bargaining Unit. (FY 2010/11 Fiscal Impact: $61,793).

Recommendation – (1) Approve Amendment to October 1, 2007 – September 30, 2010 Memorandum of Understanding between the City of El Segundo (“City”) and the California Teamsters, Public, Professional and Medical Employees Union, Local 911, Police Support Services Employees Bargaining Unit (“Union”); (2) Alternatively discuss and take other action related to this item.
CALL ITEMS FROM CONSENT AGENDA

F.  NEW BUSINESS

10. Consideration and possible action to approve and sign an Agreement with the South Bay Regional Public Communications Authority to provide emergency police and fire dispatch services. (FY 2010/11 Fiscal Impact: Net savings projected to be $1,382,645). A one-time start up cost of approximately $519,000.00 will occur over FY 2009/10 and 2010/11.

Recommendation — (1) Authorize City Manager to execute a ten (10) year Agreement with the South Bay Regional Public Communications Authority to provide emergency police and fire dispatch services; (2) Alternatively discuss and take other action related to this item.

G.  REPORTS – CITY MANAGER

H.  REPORTS – CITY ATTORNEY

I.  REPORTS – CITY CLERK

J.  REPORTS – CITY TREASURER

K.  REPORTS – CITY COUNCIL MEMBERS

   Council Member Brann –

   Council Member Fisher –

   Council Member Jacobson –
Mayor Pro Tem Busch –

Mayor McDowell –

11. Consideration and possible action to formally endorse the Los Angeles County Strategic Plan for Economic Development; prepared by the Los Angeles County Economic Development Corporation and adopted by the County Board of Supervisors. (Fiscal Impact: None)

Recommendation – (1) Endorse the Los Angeles County Strategic Plan for Economic Development; (2) Authorize the Mayor to execute the Endorsement Form; (3) Alternatively, discuss and take other action related to this item.

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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: March 31, 2010
DATE: 9:45 a.m.
TIME:  
NAME: S. McDowell
WHEREAS, the United States Government has declared April as "Sexual Assault Awareness Month" and Peace Over Violence has declared April 21, 2010 as "Denim Day" in Los Angeles County; and

WHEREAS, both events are intended to draw attention to the fact that rape and sexual assault remains a serious issue in our society; and

WHEREAS, harmful attitudes about rape and sexual assault allow these crimes to persist and allow victim/survivors to be re-victimized; and

WHEREAS, "Sexual Assault Awareness Month" and "Denim Day" were also instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and

WHEREAS, every two minute, somewhere in America, someone is sexually assaulted, approximately 1-in-6 women are raped during their lifetime and youths under 18 account for about 44% of all reported; and

WHEREAS, Wearing jeans during Sexual Assault Awareness Month, became an international symbol of protest of harmful attitudes about rape in 1999 after an Italian Supreme Court decision overturned a rape conviction because the victim wore jeans. The justices reasoned that the victim must have helped her attacker remove her jeans, implying her consent; and

WHEREAS, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

WHEREAS, the members of the El Segundo City Council strongly support the efforts of Peace Over Violence to educate persons in our community about the true impact of rape and sexual assault in Southern California:

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim the month of April 2010 as "Sexual Assault Awareness Month" and designates April 21, 2010 as "Denim Day," and urges every to wear jeans on April 21, 2010 to help communicate the message that there is "no excuse and never an invitation to rape."

MAYOR: H. COPELAND BROWN
COUNCIL MEMBER: CARL JOHNSON
COUNCIL MEMBER: BILL FISHER
COUNCIL MEMBER: DON BRENN
Proclamation

City of El Segundo, California

WHEREAS, Environmental education will increase dramatically by the creation of a full week of educational preparation in K-12 classrooms, university campuses, and informal settings such as nature centers, zoos, aquariums and museums; and

WHEREAS, collaborative efforts will increase the amount of environmental education taking place in America’s classrooms prior to Earth Day while drawing educator attention to the larger opportunities and value of environmental education for both year long education and environmental stewardship; and

WHEREAS, environmental education bolsters core environmental literacy in our K-12 students by featuring grade-appropriate environmental literacy goals and content standard; and

WHEREAS, environmental education will encourage schools to partner with local museums, nature centers, zoos, science centers, aquariums and local parks; and

WHEREAS, National Environmental Education Week, coordinated by the National Environmental Education Foundation in cooperation with hundreds of outstanding environmental education organizations, education associations, agencies will become an annually anticipated event for local participation in schools in El Segundo.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim April 11-17, 2010 as ENVIRONMENTAL EDUCATION WEEK in El Segundo.

MAYOR KELLY MCDOWELL

MAYOR PRO TEM CRIS H. BUSCH

COUNCIL MEMBER BILL FRISKE

COUNCIL MEMBER CARL JACOBSEN

COUNCIL MEMBER DON BROWN
AGENDA DESCRIPTION:

Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a proposed Addendum to a Mitigated Negative Declaration; 2) a General Plan Amendment to change the Land Use Designation from Corporate Office to 199 North Continental Boulevard Specific Plan; 3) a Zone Change to re-zone the property from the Corporate Office (CO) Zone to the 199 North Continental Boulevard Specific Plan (NCBSP) Zone; 4) a Zone Text Amendment to establish the 199 North Continental Boulevard Specific Plan; 5) a Specific Plan to allow a maximum floor area ratio (FAR) of 0.92 for a hotel use; and 6) a Development Agreement to provide public benefits in exchange for development rights and to allow a six-story, 71,005 square-foot, 152-room hotel at 199 North Continental Boulevard. Applicant: JF El Segundo Owner, LLC (Fiscal Impact: $75,000 Contribution to parks and recreation capital improvement projects to benefit children)

RECOMMENDED COUNCIL ACTION:

1. Open the public hearing;
2. Discussion;
3. Adopt a Resolution approving an Addendum to a Mitigated Negative Declaration (Environmental Assessment No. 844); implementing a Mitigation Monitoring and Reporting Program (MMRP), and amending the General Plan (Amendment No. 09-02);
4. Introduce, and waive first reading, of Ordinance for Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, and Development Agreement No. 09-03;
5. Schedule second reading and adoption of Ordinance on April 20, 2010; and/or,
6. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Draft Resolution and Exhibits, including the Mitigation Monitoring and Reporting Program
2. Draft Ordinance and Exhibits
3. Addendum to the initial Study/Mitigated Negative Declaration (IS/MND)
4. Mitigated Negative Declaration (under separate cover)
5. 199 North Continental Boulevard Specific Plan
6. Draft Development Agreement
7. Administrative Use Permit Approval Letter Dated March 11, 2010
8. Project Plans

FISCAL IMPACT: $75,000 (Contribution to parks and recreation facilities)

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

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

On March 18, 2010, the Planning Commission held a public hearing on the proposed project. After receiving testimony and documentary evidence, the Commission adopted Resolution No. 2672, recommending City Council approve Environmental Assessment No. 844, General Plan Amendment No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, and Development Agreement No. 09-03, with conditions.

I. Introduction

JF El Segundo Owner, LLC requests that the City Council, approve Environmental Assessment No. 844, General Plan Amendment No.09-02, Specific Plan No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Development Agreement No. 09-03, and adopt the Addendum to the Mitigated Negative Declaration to allow construction of a six-story, 71,005 square-foot 152-room hotel (Cambria Suites). The project site is located at 199 North Continental Boulevard immediately north of an existing 15-story office tower, known as the Northrop tower, located at 101 North Continental Boulevard at the northwest corner of El Segundo Boulevard and Continental Boulevard. The project site encompasses one parcel with a total area of approximately 1.75 acres. Currently, the maximum floor area ratio (FAR) for the entire 1.75 acre site is 0.80 and the property is zoned Corporate Office (CO). The proposed Specific Plan identifies a maximum floor area ratio (FAR) of 0.92 for a hotel project. An administrative use permit has been approved to allow the sale of beer, wine, and distilled spirits at the hotel’s restaurant and bar.

Project Applications

The applications include the following:

1) **Environmental Assessment (EA) No. 844 California Environmental Quality Act (CEQA)** – An Addendum to the approved Initial Study/Mitigated Negative Declaration (IS/MND) for Environmental Assessment No 773 (Aloft Hotel-EA 773/CUP 07-07, formerly 101 Continental Boulevard, now 199 North Continental Boulevard) is proposed for this project pursuant to CEQA Guidelines § 15164. The Addendum need not be circulated for public review (CEQA Guidelines § 15164(c)); however, an addendum must be considered by the decision making body before making a decision on the project (CEQA Guidelines § 15164(d)) (See Exhibits 3 and 4).

2) **General Plan Amendment (GPA) No. 09-02** – Amend the General Plan to Re-designate the project site from Corporate Office to the 199 North Continental Boulevard Specific Plan (NCBSP). The requested General Plan Amendment will allow for a hotel use with a maximum 0.92 FAR. In addition, general offices, medical-dental offices, public uses, recreational uses (public and private), research and development uses, and restaurants and cafes would have a 0.80 maximum FAR.
3) **Specific Plan (SP) No. 09-02** – Addition of the 199 North Continental Specific Plan (NCBSP) for the project site that establishes the development standards within the Specific Plan (See Exhibit 5).

4) **Zone Change (ZC) No. 09-02** – Rezone the project site from the Corporate Office (CO) Zone to the 199 North Continental Boulevard Specific Plan (NCBSP) Zone. The requested rezoning will allow for consistency with the proposed General Plan Amendment.

5) **Zone Text Amendment (ZTA) No. 09-04** – Add El Segundo Municipal Code (ESMC) § 15-3-2(A)(6) to establish the 199 North Continental Boulevard Specific Plan.

6) **Development Agreement (DA) No. 09-03** – Execute the Development Agreement to provide public benefits in exchange for development rights (eight-year entitlement with the option for a five year extension) (See Exhibit 6).

7) **Administrative Use Permit (AUP) No. 08-04** – An Administrative Use Permit to allow the sale and consumption of beer and wine and distilled spirits for on-site consumption at a proposed hotel restaurant/bar, and the off-site sale and consumption of beer and wine within the hotels non-restaurant areas (Type 47 ABC License). The Planning and Building Safety Director has made the required findings to grant, and has administratively approved, the proposed Administrative Use Permit subject to approval of the proposed hotel project (See Exhibit 7).

II. **Background**

On September 25, 2008, the Planning Commission approved Environmental Assessment No. EA-773 and Conditional Use Permit No. 07-07 to allow construction of a six-story, 61,104 square-foot hotel on the subject site. The hotel (Aloft Hotel) was approved for a total of 167 rooms at a maximum FAR of 0.80 as permitted in the Corporate Office (CO) Zone.

At the Council’s October 6, 2009 meeting, an informational item was presented to the City Council at the applicant’s request to seek direction on a possible modification to the September 2008 Planning Commission approval. At that meeting, the applicant’s proposed project modifications primarily involved a change in hotel brand, an increase in the size of the hotel by approximately 9,900 square feet to allow for increased room sizes and greater hotel amenities, a reduction in the total number of hotel rooms from 167 to 152 rooms, and a public benefit contribution of on-site public art. The City Council directed staff to work with the applicant to prepare a Specific Plan, a Development Agreement, and the appropriate environmental review that would allow for the construction of the modified project. Council also directed the applicant to work with staff on a suitable public benefit and to consider alternatives to the proposed public art. The applicant now proposes to contribute $75,000 for public park and recreation capital improvement projects to benefit children. The formal application for the new project was submitted to the City in December 2009.

JF El Segundo Owner, LLC proposes a new project which modifies the original approvals to change the approved 167-room Aloft Hotel to a 152-room Cambria Suites Hotel. The proposed
change would result in a reduction of 15 rooms due to the larger room size provided in the Cambria Suites brand and the amount and size of amenities and open space, and would result in an increase in total net floor area from 61,104 square-feet to 71,005 square-feet. The proposed Cambria Suites building would be constructed in approximately the same location on the site. The proposed Cambria Suites Hotel would be similar to the Aloft Hotel. However, the visual building mass of the Cambria Suites Hotel would decrease; the building footprint of the Aloft Hotel is roughly 15,885 square-feet and the Cambria Suites footprint is roughly 14,744 square-feet. The included renderings illustrate the difference in building mass when viewed from El Segundo Boulevard looking north. The second rendering shows the outline of the Aloft Building superimposed in red over the Cambria Suites Hotel. If approved, this would be the first Cambria Suites Hotel in California. The project is anticipated to add at least 30 full-time employees to the City and to provide additional lodging options to support adjacent businesses and tourism. The smaller footprint would allow for additional green space around the property which would enhance the overall aesthetics of the building and surrounding grounds.
A comparison of the two projects is shown in Table 1; differences are highlighted in bold text.

<table>
<thead>
<tr>
<th>Project Item</th>
<th>Approved Aloft Hotel</th>
<th>Proposed Cambria Suites</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td>Construct a six-story, 61, 104 square-foot hotel</td>
<td>Construct a six-story, 71, 005 square-foot hotel</td>
<td>+ 9,901 Square feet</td>
</tr>
<tr>
<td>Parcel Size</td>
<td>1.75 acre site (76,370 square feet)</td>
<td>1.75 acre site (76,370 square feet)</td>
<td>No Change</td>
</tr>
<tr>
<td>FAR (Max for the CO Zone, 0.80:1)</td>
<td>0.80:1</td>
<td>0.92:1</td>
<td>+.12</td>
</tr>
<tr>
<td>Total Rooms</td>
<td>167 Rooms</td>
<td>152 Rooms</td>
<td>- 15 Rooms</td>
</tr>
<tr>
<td>Room Size</td>
<td>304 Square-feet</td>
<td>344 Square-feet</td>
<td>+40 Square feet</td>
</tr>
<tr>
<td>Fitness Area</td>
<td>579 Square-feet</td>
<td>1,257 Square-feet</td>
<td>+678 Square feet</td>
</tr>
<tr>
<td>Conference Rooms</td>
<td>1 Conference Room @ 690 Square-feet</td>
<td>3 Conference Rooms @ 1,307 Square-feet total</td>
<td>+617 Square feet</td>
</tr>
<tr>
<td>Restaurant/Bar</td>
<td>1,059 S.F.</td>
<td>1,625 S.F.</td>
<td>+566 S.F.</td>
</tr>
<tr>
<td>Parking @ 1 each first 100 rooms &amp; ¾ for each of the next 100 rooms possible</td>
<td>150 plus 2 loading spaces</td>
<td>139 plus 2 loading spaces (-11 Parking spaces)</td>
<td>-11</td>
</tr>
<tr>
<td>Public Benefit</td>
<td>N/A</td>
<td>LEED Certified Bldg. &amp; $75,000 contribution to public park/ recreation capital improvement project (to benefit children)</td>
<td>As noted</td>
</tr>
</tbody>
</table>

Table 1
Aloft and Cambria Suites Comparison
Site Description

The project site is located on the west side of Continental Boulevard on the block bounded by Grand Avenue to the north, Sepulveda Boulevard to the west, Continental Boulevard to the east, and El Segundo Boulevard to the south within the Corporate Office (CO) Zone.

The site is relatively flat, irregularly shaped and approximately 1.75 acres in total area. It is currently occupied by a surface parking lot immediately north of and adjacent to the 16-story office tower currently occupied by Northrop Grumman at 101 Continental Boulevard. The subject property was originally part of a larger 10.58 acre site which included the 8.83 acre 101 Continental Boulevard property. A lot line adjustment created the 1.75 acre project site.

Surrounding Land Uses

The adjacent area is surrounded primarily with office uses. Specifically, the site is surrounded by high-rise office towers in the Corporate Office Zone (CO) Zone to the north, east, and west, and the Raytheon Campus in the Light Manufacturing (M-1) Zone to the south. Surrounding land uses are as described in the following table:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Land Use</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>General Office</td>
<td>Corporate Office (CO)</td>
</tr>
<tr>
<td>South</td>
<td>General Office; Raytheon Campus</td>
<td>Corporate Office (CO); Light Manufacturing (M-1)</td>
</tr>
<tr>
<td></td>
<td>(Research and Development)</td>
<td></td>
</tr>
<tr>
<td>East</td>
<td>General Office/Hotel</td>
<td>Corporate Office (CO)</td>
</tr>
<tr>
<td>West</td>
<td>General Office/Parking Structures</td>
<td>Corporate Office (CO)</td>
</tr>
</tbody>
</table>

III.  Analysis

Project Description and Land Use

The requested approvals are intended to provide consistency between the proposed hotel project and the zoning and general plan designations of the property. Further, the proposed project and designations are intended to be consistent with the designations and existing uses of the adjacent properties.

General Plan Amendment and Rezoning

The proposed General Plan Amendment and Zone Change would establish the 199 North Continental Boulevard Specific Plan (NCBSP). The NCBSP will allow a range of uses and a maximum density at the project site similar to the adjacent Corporate Office (CO) Zone and would not conflict with the adjacent uses located on neighboring parcels. Multi-story general office with ancillary ground floor retail uses, light industrial uses, and other hotels characterize
the area surrounding the project site. Changing the project site to the 199 North Continental Boulevard Specific Plan (NCBSP) would result in a range of uses similar to and consistent with existing surrounding uses in the Corporate Office (CO) Zone, and will allow a hotel use with an increased floor area ratio (FAR). The other uses proposed for this land use designation include general office, medical-dental offices, public uses, recreational uses (public and private), research and development uses, and restaurant and café uses.

While the General Plan re-designation and re-zoning will increase the allowable FAR for a hotel on the site to 0.92, all other permitted uses would retain the same 0.80 FAR that is permitted in the Corporate Office (CO) Zone. This 12% increase in allowable floor area for hotel uses only, results in an increase of 9,901 square feet of potential hotel development at the project site.

This Cambria Suites Hotel project, while increasing in overall size as compared to the original approval (Aloft Hotel), would actually have a smaller building footprint and a reduced building mass. Additionally, the reduction in total rooms from 167 to 152 would reduce project impacts.

Specific Plan

A Specific Plan was prepared to encourage the development of a hotel and to allow a greater maximum FAR of 0.92 for a hotel use than the other permitted uses in the Specific Plan. Additionally, it establishes minimum expectations for the development of a hotel while providing flexibility in design through the use of design standards and minimum design features for hotel uses as set forth in the 199 North Continental Boulevard Specific Plan §§ 3 (F) and 3(G). This flexibility permits larger size rooms and more hotel amenities. The proposed increase in the project size of 9,901 square feet will include increased room sizes, increased conference/meeting room area, and increased indoor fitness room area. The Specific Plan will guide the build-out of the project site in a manner that is consistent with City and State policies and standards and ensures that the project is developed in a coordinated manner. The proposed Specific Plan is consistent with the General Plan.

Development Agreement

The proposed Development Agreement is effective for eight years, except that it allows either party to extend the Agreement for an additional five years. Typical Development Agreements approved by the City, including the Agreements for Plaza El Segundo, the Campus El Segundo, and the Everest Storage projects have included similar time frames and extension periods. Recent Development Agreements for the Grand Avenue Corporate Center and Mattel Inc. have set eight-year terms with no extension provisions.

The applicant proposes to contribute $75,000 to the City to fund public park and recreational capital improvement projects to benefit children. One-half of the donation will be paid before building permits are issued and the remaining one-half will be paid when the City issues a Certificate of Occupancy. The applicant has also proposed constructing a Leadership in Energy and Environmental Design (LEED) certified building.
Access and Parking

Site access would be available via two driveways. Primary access would be from Continental Boulevard and secondary access would be from El Segundo Boulevard. A Reciprocal Access Agreement is required with the property at 101 North Continental Boulevard for shared driveway access.

A total of 139 parking spaces plus two loading spaces are required for the project per ESMC § 15-15-3. The project proposes to provide 89 parking spaces and two loading spaces on site. Fifty additional parking spaces needed to meet the minimum ESMC requirement of 139 spaces. These spaces will be provided through the use of excess spaces that are available for the office tower at the property at 101 North Continental Boulevard subject to a recorded parking covenant as required by ESMC § 15-15-8. Parking for the office tower was calculated based on the following (ESMC § 15-15-3(B)(5)):

Office:   1/300 square feet for the first 25,000 square feet.
          1/350 square feet for the second 25,000 square feet.
          1/400 square feet for the area in excess of 50,000 square feet.

The minimum number of parking spaces required for the 307,421 square-foot office tower at 101 North Continental Boulevard is 798 where 1,018 parking spaces are provided. Thus, there are 220 spaces in excess of the number of parking spaces required by the ESMC. Therefore, the proposed project at 199 North Continental Boulevard can use 50 off-site parking spaces from the property at 101 North Continental Boulevard to meet the parking requirement for the proposed hotel project. The parking areas would be open and accessible to hotel patrons and persons doing business in the office tower.

Landscaping

Landscaping would include a mix of trees and shrubs/vines and ground cover. Specifically, palm trees and shade canopy trees of various species would be planted along the access drive aisles, throughout the parking lot, and surrounding the hotel structure. Evergreen shrubs and ground cover are proposed to be used for property perimeter areas, building perimeter areas, and used for screening or hedging around hotel, the parking lot, and pool area. Evergreen flowering vines and ground cover are also proposed surrounding the hotel structure, within in the parking lot, and along the access driveways. Additionally, the applicant has participated with the 101 Continental Boulevard property owner in substantially upgrading the front and driveway entrance landscape pallets to provide for a “Grand Entrance” at El Segundo Boulevard and along the entrance at Continental Boulevard. While the plans are still in concept, the project will be conditioned to meet the code required minimums for vehicle use areas, and building and perimeter landscape requirements.

Hotel Amenities, Architecture and LEED Design

Cambria Suites is a new upscale brand offered by Choice Hotels designed for both business and leisure travelers. Guest rooms are larger than industry standard and have a separate bedroom and living room. The hotel common area offers amenities such as a full buffet breakfast, a coffee and snack bar available throughout the day, and restaurant/bar with service available from 4:30
p.m. to 11:30 p.m. The hotel includes 1,307 square feet of conference/meeting room space, a 1,257 square-foot fitness center, and an outdoor pool.

The hotel building will make use of modern architectural style, more commercial than residential, with the purpose of being distinct, but compatible with existing mid- and high-rise office buildings in the area. The design avoids the appearance of long flat planes through the use of both vertical and horizontal projections and a variety of materials and colors on all building elevations. The building provides an attractive combination of exterior materials using brown stucco and brick veneer with contemporary metal details. Overall, the proposed hotel building will enhance the aesthetic appearance of the site and add more interest to the existing surface parking lot when viewed from Continental Boulevard and El Segundo Boulevard.

The project architect is working with a sub-consultant that specializes in LEED to qualify the project for LEED certification. The building will at a minimum meet the basic LEED certification level.

IV. Application Findings

In order to approve the project, the City Council must take certain actions related to the environmental review, General Plan Amendment land use designation, Zone Change, Zone Text Amendment, Specific Plan and Development Agreement. The required findings for each application are discussed in detail in the attached draft Resolution and draft Ordinance. Staff believes that the City Council may make the required findings to adopt the Addendum to the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program (MMRP), and to approve the General Plan Amendment, Zone Change, Zone Text Amendment, Specific Plan, and Development Agreement as outlined in the draft Resolution and draft Ordinance.

V. Planning Commission Hearing and Public Input

The Planning Commission held its public hearing on the proposed project on March 18, 2010. The applicant presented testimony at the public hearing. There was no other testimony at the public hearing. No written comments were received from other responsible agencies or from the public prior to the Commission hearing. The Commission recommended approval.

VI. Conclusion and Recommendation

Planning staff believes that the proposed Cambria Suites Hotel project meets the mandatory findings as set forth in the staff report if the proposed mitigation measures are adopted and the proposed conditions of approval are incorporated. Therefore, Planning staff recommends that the City Council adopt the Addendum to the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program (MMRP), and approve General Plan Amendment No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, and Development Agreement No. 09-03, with conditions, since the required findings for support have been made.
RESOLUTION NO. _____

A RESOLUTION APPROVING AN ADDENDUM TO A MITIGATED NEGATIVE DECLARATION FOR ENVIRONMENTAL ASSESSMENT NO. 844, GENERAL PLAN AMENDMENT NO. 09-02, ZONE CHANGE NO. 09-02, ZONE TEXT AMENDMENT NO. 09-04, SPECIFIC PLAN NO. 09-02, AND DEVELOPMENT AGREEMENT NO. 09-03, TO ALLOW THE CONSTRUCTION OF A SIX- STORY, 152 ROOM, 71,005 SQUARE-FOOT HOTEL AT 199 NORTH CONTINENTAL BOULEVARD.

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

SECTION 1: The City Council finds and declares that:

A. On December 1, 2009, JF El Segundo Owner, LLC, filed an application for an Environmental Assessment (EA No. 844), General Plan Amendment No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, Development Agreement No. 09-03, and Administrative Use Permit No. 09-06 to re-designate and rezone an approximately 1.75 acre property at 199 North Continental Boulevard from Corporate Office (CO) Zone to 199 North Continental Boulevard Specific Plan (NCBSP) to allow construction of a six-story, 71,005 square-foot hotel with 152 rooms;

B. The application was reviewed by the City of El Segundo Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code (“ESMC”);

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

D. An Addendum to the Initial Study/Mitigated Negative Declaration for EA No. 773 (approved by the El Segundo Planning Commission on September 25, 2008) was prepared pursuant to the requirements of CEQA Guidelines § 15164. Pursuant to CEQA, the Addendum need not be circulated for public review (CEQA § 15164(c)) however, an addendum is to be considered by the decision-making body before to making a decision on the project (CEQA § 15164(d));

E. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for March 18, 2010;
F. On March 18, 2010, the Commission held a public hearing to receive public testimony and other evidence regarding the applications including, without limitation, information provided to the Commission by City staff and public testimony, and representatives of JF EL Segundo Owner, LLC;

G. Following the public hearing, the Planning Commission adopted Resolution No. 2672 recommending City Council approval of Environmental Assessment (EA No. 844), General Plan Amendment No. 09-02, Specific Plan No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, and Development Agreement No. 09-03;

H. On April 6, 2010 the City Council held a public hearing and considered the information provided by City staff, public testimony and the applicant, JF EL Segundo, LLC;

I. On April 6, 2010 the City Council introduced and waived first reading of Ordinance No. _______ approving General Plan Amendment No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, and Specific Plan No. 09-02; and

J. This Resolution and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the Council at its April 6, 2010 hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Factual Findings and Conclusions. The City Council finds that the following facts exist:

A. The subject property is located at 199 North Continental Boulevard in the northeastern portion of the City of El Segundo;

B. The property is comprised of one parcel which is bounded by and fronts on Continental Boulevard to the east; 101 North Continental Boulevard to the south and west; and 201 North Continental Boulevard to the north;

C. The surrounding land uses are primarily office related facilities and parking structures in the Corporate Office (CO) Zone to the north, east and west, and light manufacturing uses (Raytheon Campus) in the Light Manufacturing (M-1) Zone to the south;

D. The proposed project is for the development and construction of a six-story, 152 room, 71,005 square-foot hotel at 199 North Continental Boulevard;
E. The subject site is irregular in shape with 100 feet of street frontage on Continental Boulevard and a total lot area of 1.75 acres;

F. The subject site is paved and used currently as parking area for the office tower located on the adjacent 8.83 acre site;

G. Vehicular access to the proposed facility would be provided from two driveway entrances; primary access would be from Continental Boulevard and secondary access would be from El Segundo Boulevard. Shared driveway access would be accommodated through a Reciprocal Access Agreement;

H. Eighty-nine parking spaces and two loading spaces will be provided on site. Fifty additional parking spaces will be provided off-site at 101 North Continental Boulevard with a parking covenant;

I. The proposed General Plan re-designation and rezoning of the Project Site would change the General Plan land use designation from Corporate Office to the 199 North Continental Boulevard Specific Plan designation and rezone the area from the Corporate Office (CO) Zone to the 199 North Continental Boulevard Specific Plan Zone;

J. The re-zoning and General Plan re-designation would increase the allowed floor area ratio (FAR) of the Project Site for a hotel. The FAR will be increased from a maximum of 0.80 to 0.92. The 12% increase in allowable floor area results in an increase of roughly 9,901 square feet of potential development at the Project Site. The total development that would be permitted with the proposed General Plan re-designation and re-zoning is 71,005 square feet (0.92 FAR). The existing FAR of the Project Site is 0.08. Therefore, the proposed hotel would not exceed the maximum 0.92 FAR allowed in the proposed General Plan re-designation and re-zoning.

SECTION 3: Environmental Assessment. The City Council makes the following environmental findings:

A. Because of the facts identified in Section 2 of this Resolution, the proposed project was analyzed for its environmental impacts and an Addendum to the previously adopted Initial Study/Mitigated Negative Declaration (IS/MND) for Environmental Assessment No. 773 (Aloft Hotel- EA 773/CUP 07-07, formerly 101 Continental Boulevard, now 199 North Continental Boulevard) was prepared pursuant to CEQA Guidelines § 15164. Under CEQA, an Addendum to an adopted Negative Declaration or Mitigated Negative Declaration is needed if minor technical changes or additions to the proposed project occur (CEQA Guidelines §15164). An addendum is appropriate only if these minor technical changes or
additions do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The Addendum need not be circulated for public review (CEQA Guidelines §15164(c)); however, an addendum must be considered by the decision-making body before making a decision on the project (CEQA Guidelines §15164(d)).

B. Before the March 18, 2010 Planning Commission meeting, an Addendum to the adopted IS/MND was prepared with changes to the traffic and utility mitigation measures. Four mitigation measures were modified or eliminated based on changes to the way, in which the mitigation measures were to be implemented, or finding that the mitigation measures had already been completed and/or were no longer necessary. Originally, Mitigation Measure TR-1 required that the applicant contribute its fair share towards conversion of the westbound through/right-turn lane to a dedicated right-turn lane along El Segundo Boulevard at Continental Boulevard. However, since the applicant would be fully responsible for implementation of this mitigation measure, a fair share funding mechanism is no longer required. Thus, Mitigation Measure TR-1 was revised to reflect this change. Originally, Mitigation Measure UTL-7 required that the applicant work with the City's franchise hauler, Consolidated Disposal, to coordinate recycling efforts for the development. However, the City's franchise hauler, Consolidated Disposal, does not have a contract to provide commercial hauling services. Therefore, Mitigation Measure UTL-7 has been revised to reflect this change. Additionally, UTL-1 which required a Sewer Flow Study and UTL-5 which required upgrades to the sewer infrastructure based on the findings of the Sewer Flow Study, have been completed and therefore, eliminated. The Addendum makes minor technical changes and corrections to the Mitigation Monitoring and Reporting Checklist merely adds new information to the Mitigated Negative Declaration and no new significant impacts or increase in impacts are identified. Therefore, pursuant to CEQA Guidelines § 15164(c), recirculation of the document is not required.

C. The Addendum to the previously adopted IS/MND demonstrated that the environmental analysis, impacts, and mitigation requirements identified in the 2008 IS/MND for Environmental Assessment No. 773 remain substantially unchanged despite the proposed project revisions, and supports the finding that the proposed project makes minor technical changes or additions and does not exceed the level of impacts identified in the previous IS/MND. The mitigation measures listed in the Mitigated Negative Declaration, with modification to the language in TR-1 and UTL-7, and the deletion of UTL-1 and UTL-5, are sufficient to reduce all identified environmental impacts to less than significant levels. Accordingly, based upon the evidence presented to the City Council, the City need not prepare an environmental impact report for the project and
need only consider the Addendum before making a decision on the project (CEQA Guidelines § 15164).

SECTION 4: General Plan and Specific Plan. The proposed project conforms with the City’s General Plan and the 199 North Continental Boulevard Specific Plan as follows:

A. The General Plan Land Use Designation of the project site is 199 North Continental Boulevard Specific Plan (NCBSP). This designation is intended for hotels not to exceed 0.92 floor area ratio (FAR), and general office, research and development, restaurants and cafés, medical-dental offices, not to exceed 0.80 floor area ratio (FAR). As conditioned, the proposed project for the hotel use is compatible with the General Plan.

B. The General Plan contains a number of relevant Goals, Objectives, and Policies in the Land Use Element. Land Use Element Policy LU4-1.2 requires that “all commercial facilities shall be built and maintained in accordance with Health and Safety Code requirements and shall meet seismic safety regulations and environmental regulations.” The development will be built and maintained in accordance with these requirements and regulations and the requirements and regulations of the 199 North Continental Boulevard Specific Plan.

C. The proposed project is consistent with Land Use Element Objective LU4-4 to “provide areas where development has the flexibility to mix uses, in an effort to provide synergistic relationships which have the potential to maximize economic benefit, reduce traffic impacts, and encourage pedestrian environments” in that the project will provide a new hotel immediately adjacent to several large office towers and business uses that will have access to the hotel within walking distance thereby reducing the need to use a vehicle.

D. The proposed project is consistent with Land Use Element Policy LU4-3.6 to “require landscaping, its maintenance, and permanent upkeep in all new office and mixed-use developments” in that the project will provide new and improved permanent landscaping both onsite and around the perimeter including the adjacent 8.83 acre site (101 Continental Boulevard) with palm lined, lighted grand entrances at Continental Boulevard and El Segundo Boulevard.

E. The proposed project is consistent with Land Use Element Policy LU5-2.2 that “all outdoor storage shall be properly screened by masonry walls and landscaping.” Masonry walls will be utilized for the trash enclosure and equipment area behind the building.

F. The proposed project is consistent with Land Use Element Policy LU7-1.2 in that “no new development shall be allowed unless adequate public
facilities are in place or provided for." A new hotel will be built with significant landscaping and hardscape improvements that will be supported by adequate public infrastructure, including any improvements or upgrades needed to serve the project.

G. The proposed project is consistent with Circulation Element Objective C1-1 to "provide a roadway system that accommodates the City's existing and projected land use and circulation needs." A Traffic Study for the project found that the proposed hotel project would generate a net trip increase of 995 daily trips with 47 inbound trips and 32 outbound trips in the morning peak hour, and 51 inbound trips and 34 outbound trips in the evening peak hour. Additional trips generated by the project will be mitigated by the payment of a traffic mitigation fee. The Study also found that cumulative future conditions, which would include the hotel project, would create a significant impact at one of the 12 intersections studied: El Segundo Boulevard at Continental Boulevard. This impact will be mitigated to a less significant level with the conversion through re-striping, of a shared westbound, through/right lane to a dedicated westbound right-turn lane for El Segundo Boulevard at Continental Boulevard. Therefore, the applicant must fund and install the re-striping of the westbound through/right-turn lane to a dedicated right-turn lane and must fund the manufacturing and installation of the associated signage, subject to approval by the Director of Public Works.

H. The proposed project is consistent with Circulation Element Policy C1-1.2 to "pursue implementation of all Circulation Element policies such that all Master Plan roadways are upgraded and maintained at acceptable levels of service." A Traffic Study for the project found that the proposed hotel project would generate a net trip increase of 995 daily trips with 47 inbound trips and 32 outbound trips in the morning peak hour, and 51 inbound trips and 34 outbound trips in the evening peak hour. Additional trips generated by the project will be mitigated by the payment of a traffic mitigation fee. The Study also found that cumulative future conditions, which would include the hotel project, would create a significant impact at one of the 12 intersections studied: El Segundo Boulevard at Continental Boulevard. This impact will be mitigated to a less significant level with the conversion through re-striping, of a shared westbound, through/right lane to a dedicated westbound right-turn lane for El Segundo Boulevard at Continental Boulevard. Therefore, the applicant must fund and install the re-striping of the westbound through/right-turn lane to a dedicated right-turn lane and must fund the manufacturing and installation of the associated signage, subject to approval by the Director of Public Works.

I. The proposed project is consistent with Circulation Element Policy C1-1.5 to "implement roadway and intersection upgrades to full Circulation Element standards when needed to improve traffic operating conditions
and to serve development." A Traffic Study for the project found that the proposed hotel project would generate a net trip increase of 995 daily trips with 47 inbound trips and 32 outbound trips in the morning peak hour, and 51 inbound trips and 34 outbound trips in the evening peak hour. Additional trips generated by the project will be mitigated by the payment of a traffic mitigation fee. The Study also found that cumulative future conditions, which would include the hotel project, would create a significant impact at one of the 12 intersections studied: El Segundo Boulevard at Continental Boulevard. This impact will be mitigated to a less that significant level with the conversion through re-striping, of a shared westbound, through/right lane to a dedicated westbound right-turn lane for El Segundo Boulevard at Continental Boulevard. Therefore, the applicant must fund and install the re-striping of the westbound through/right-turn lane to a dedicated right-turn lane and must fund the manufacturing and installation of the associated signage, subject to approval by the Director of Public Works.

J. The proposed project is consistent with Circulation Element Policy C1-1.14 to "require a full evaluation of potential traffic impacts associated with proposed new development prior to project approval. Further, require the implementation of appropriate mitigation measures prior to, or in conjunction with, project development. Mitigation measures may include new roadway links on segments that would connect the new development to the existing roadway system, intersection improvements, and other measures. Mitigation measures shall be provided by or paid for by the project developer." A Traffic Study for the project found that the proposed hotel project would generate a net trip increase of 995 daily trips with 47 inbound trips and 32 outbound trips in the morning peak hour, and 51 inbound trips and 34 outbound trips in the evening peak hour. Additional trips generated by the project will be mitigated by the payment of a traffic mitigation fee. The Study also found that cumulative future conditions, which would include the hotel project, would create a significant impact at one of the 12 intersections studied: El Segundo Boulevard at Continental Boulevard. This impact will be mitigated to a less that significant level with the conversion through re-striping, of a shared westbound, through/right lane to a dedicated westbound right-turn lane for El Segundo Boulevard at Continental Boulevard. Therefore, the applicant must fund and install the re-striping of the westbound through/right-turn lane to a dedicated right-turn lane and must fund the manufacturing and installation of the associated signage, subject to approval by the Director of Public Works.

K. The proposed project is consistent with Circulation Element Policy C1-3.2 to "ensure that the development review process incorporates consideration of off-street commercial loading requirements for all new projects." Two off-street commercial loading spaces will be provided
consistent with the ESMC requirements. The loading spaces will be screened using masonry walls and landscaping.

L. The proposed project is consistent with Circulation Element Policy C2-1.3 to “encourage new developments in the City to participate in the development of the citywide system of pedestrian walkways and require participation funded by the project developer where appropriate.” Full sidewalk and curb and gutter to City Standards are incorporated into the design of this project.

M. The proposed project is consistent with Circulation Element Policy C2-1.4 to “ensure the installation of sidewalks on all future arterial widening or new construction projects, to establish a continuous and convenient link for pedestrians.” Full sidewalk and curb and gutter to City standards are incorporated into the design of this project as required by the Department of Public Works.

N. The proposed project is consistent with Circulation Element Policy 3-1.1 to “require all new development to mitigate project-related impacts on the existing and future circulation system such that all Master Plan roadways and intersections are upgraded and maintained at acceptable levels of service through implementation of all applicable Circulation Element policies. Mitigation measures shall be provided by or paid for by the project developer.” A Traffic Study for the project found that the proposed hotel project would generate a net trip increase of 995 daily trips with 47 inbound trips and 32 outbound trips in the morning peak hour, and 51 inbound trips and 34 outbound trips in the evening peak hour. Additional trips generated by the project will be mitigated by the payment of a traffic mitigation fee. The Study also found that cumulative future conditions, which would include the hotel project, would create a significant impact at one of the 12 intersections studied: El Segundo Boulevard at Continental Boulevard. This impact will be mitigated to a less that significant level with the conversion through re-stripping, of a shared westbound, through/right lane to a dedicated westbound right-turn lane for El Segundo Boulevard at Continental Boulevard. Therefore, the applicant must fund and install the re-stripping of the westbound through/right-turn lane to a dedicated right-turn lane and must fund the manufacturing and installation of the associated signage, subject to approval by the Director of Public Works.

O. The proposed project is consistent with Circulation Element Policy C3-1.8 to “require the provision of adequate pedestrian and bicycle access for new development projects through the development review process.” Full sidewalk and curb and gutter to City standards are incorporated into the design of this project that will provide adequate pedestrian access. Adequate bicycle access will be available to the site.
P. The proposed project is consistent with Circulation Element Policy C3-2.1 to "ensure the provision of sufficient on-site parking in all new development." The proposed project is required to provide 139 parking spaces and 141 are proposed.

SECTION 8: Approvals.

A. The City Council adopts the attached Findings of Fact as set forth in Exhibit "A," which are incorporated into this Resolution by reference.

B. The City Council, in accordance with the requirements of Public Resources Code §§21081(a) and 21081.6, adopts a Mitigation Monitoring and Reporting Program (MMRP) as set forth in attached Exhibit "B," which is incorporated into this Resolution by reference. The City Council adopts each of the mitigation measures expressly set forth in the MMRP as conditions of approval of the project. The other project conditions of approval and compliance with applicable codes, policies, and regulations will further ensure that the environmental impacts of the proposed project will not be greater than set forth in the Addendum to the Mitigated Negative Declaration and these findings.

C. The City Council amends the proposed Land Use Plan ("Land Use Designations – Commercial Designations" subsection) of the Land Use Element of the General Plan to reflect the addition of the 199 North Continental Boulevard Specific Plan, including a description of the allowed uses and the maximum land use density allowed, to the Commercial Land Use Designations subsection. The corresponding changes as set forth in attached Exhibit "C," which is incorporated into this Resolution by reference.

D. The City Council amends the proposed Land Use Plan ("Northeast Quadrant" subsection) of the Land Use Element of the General Plan to reflect the change of the Project area which is bounded by and fronts on North Continental Boulevard to the east; 101 North Continental Boulevard to the south and west, and 201 North Continental Boulevard to the north from Corporate Office to 199 North Continental Boulevard Specific Plan. The corresponding changes as set forth in attached Exhibit "D," which is incorporated into this Resolution by reference.

E. The City Council amends the 1992 General Plan Summary of Existing Trends Buildout (Exhibit LU-3) of the Land Use Element to reflect the change of the Project area which is bounded by and fronts on North Continental Boulevard to the east; 101 North Continental Boulevard to the south and west, and 201 North Continental Boulevard to the north from Corporate Office to 199 North Continental Boulevard Specific Plan. The
corresponding changes to the Land Use Element as set forth in attached Exhibit "E," which is incorporated into this Resolution by reference.

F. The City Council amends the General Plan Land Use Map to reflect the change of the Project area which is bounded by and fronts on North Continental Boulevard to the east; 101 North Continental Boulevard to the south and west, and 201 North Continental Boulevard to the north from Corporate Office to 199 North Continental Boulevard Specific Plan. The corresponding changes to the Land Use Map as set forth in attached Exhibit "F," which is incorporated into this Resolution by reference.

G. Subject to the conditions listed on the attached Exhibit "G," which are incorporated into this Resolution by reference, the City Council adopts the Addendum to the Initial Study/Mitigated Negative Declaration of Environmental Impacts for Environmental Assessment No. 844, General Plan Amendment No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, Development Agreement No. 09-03.

SECTION 9: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 10: Limitations. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 11: Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 12: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 13: A copy of this Resolution must be mailed to the JF El Segundo Owner, LLC, and to any other person requesting a copy.
SECTION 14: This Resolution is the City Council's final decision and will become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 6th day of April 2010.

______________________________
Kelly McDowell, Mayor

ATTEST:

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

I, Cindy Mortensen, 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 6th day of April 2010, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Cindy Mortensen, City Clerk

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

By: ________________________________
Karl H. Berger, Assistant City Attorney
CITY COUNCIL RESOLUTION NO. ____

Exhibit A

On September 25, 2008, the City of El Segundo Planning Commission adopted Resolution No. 2645, an Initial Study/Mitigated Negative Declaration (IS/MND) for Environmental Assessment No. 773/CUP 07-07 (formerly 101 Continental Boulevard, now 199 North Continental Boulevard). The proposal consisted of the construction of a six-story, 61,104 square-foot hotel on a 1.75-acre site. The project was approved for a total of 167 rooms at a maximum floor area ratio (FAR) of 0.80.

On December 1, 2009, the applicant filed an application for Environmental Assessment No. 844, General Plan Amendment No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, and Development Agreement No. 09-03, an application for a new project which modified the original approval. The modifications primarily involved a change in hotel brand, an increase in the size of the hotel by 9,900 square feet to allow for increased room sizes and greater hotel amenities, a reduction in the total number of rooms from 167 to 152 rooms. As a result of the project modifications, an Addendum to the previously adopted IS/MND was prepared, in accordance with the California Environmental Quality Act (CEQA Guidelines § 15164).

On March 18, 2010, the Planning Commission adopted Resolution No. 2672 and recommended that the City Council approve Environmental Assessment No. 844, General Plan Amendment No.09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, and Development Agreement No. 09-03 with conditions.

After receiving, reviewing, and considering all the information in the administrative record for Environmental Assessment (EA No. 844), General Plan Amendment No.09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, and Development Agreement No. 09-03, including, without limitation, the factual information and conclusions set forth in this Resolution and its attachment, the City Council finds, determines, and declares for the 199 North Continental Boulevard Specific Plan Zone Change and General Plan Land Use Map Designation Amendment Project as follows:

I. FINDINGS REQUIRED BY CEQA.

An Addendum has been prepared under the authority of Public Resources Code § 21166 and of 14 Ca. Code Regs. Section 15000 et seq. (the State CEQA Guidelines) at Section 15164(b) which allows a lead agency to prepare an addendum to a previously adopted negative declaration if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred. Section 15162 of the State CEQA Guidelines states that no subsequent EIR or negative declaration shall be prepared unless the lead agency determines on the basis of substantial evidence in light of the whole record one or more of the following:

"(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due
to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but project proponents decline to adopt the mitigation measure or alternative."

**FINDINGS REGARDING THE POTENTIAL ENVIRONMENTAL EFFECTS OF THE PROJECT.**

Based on the impact comparison provided in the Addendum for Environmental Assessment No. 844, the revised project as described herein would not result in new significant impacts or a substantial increase in the severity of impacts under CEQA. Thus, in comparison to the analysis provided in the 2008 IS/MND for Environmental Assessment No. 773, the revised project would not: a) result in increased impacts related to degradation of the environment or impacts to biological or cultural resources; b) result in increased cumulative impacts; or c) result in increased substantial adverse effects on human beings, either directly or indirectly.

**A. Impacts Found to be Not Potentially Significant by the Initial Study**

The Initial Study identified the following environmental effects as not potentially significant. Accordingly, the City Council finds that the Initial Study, the Mitigated Negative Declaration and Addendum, and the record of proceedings for the 199 North Continental Boulevard Specific Plan Zone Change and General Plan Land Use Map Designation Amendment Project do not identify or contain substantial evidence identifying significant environmental effects of the hotel project with respect to the areas listed below.

1. Biology
2. Agricultural
B. **Impacts Identified as Less Than Significant in the Initial Study (with no mitigation required).**

The Initial Study identified the following environmental effects as less than significant. Accordingly, the City Council finds that the Initial Study, the Mitigated Negative Declaration and Addendum, and the record of proceedings for the 199 North Continental Boulevard Specific Plan Zone Change and General Plan Land Use Map Designation Amendment Project do not identify or contain substantial evidence identifying significant environmental effects of the hotel project with respect to the areas listed below.

1. Geology and Soils.
2. Land Use and Planning.
3. Mineral Resources
4. Population and Housing.
5. Public Services
6. Recreation

C. **Impacts Identified as Potentially Significant But Which Can Be Reduced to Less Than Significant Levels with Mitigation Measures.**

The City Council finds that the following environmental effects were identified as Less Than Significant with Mitigation Incorporated in the Mitigated Negative Declaration and Addendum, and implementation of the identified mitigation measures would avoid or lessen the potential environmental effects listed below to a level of significance.

1. Aesthetics.
   
a) **Facts/Effects.**

   (1) **Construction Impacts.** During construction activities views across the project site from surrounding areas would be disrupted. Graded surfaces, construction debris, construction equipment, and truck traffic would be visible. Additionally, soil would be stockpiled and equipment for grading activities would be staged at various locations throughout the site. Construction-related activities would be visible from the surrounding office uses and from motorists traveling along El Segundo Boulevard and Continental Boulevard. Although these visual impacts are temporary in nature, they can be considered significant unless mitigated. With implementation of mitigation measures pertaining to the use of appropriate screening (i.e., temporary fencing with opaque material) at equipment staging areas, construction impacts would be reduced. Mitigation measures involving staging and lighting are also recommended to further minimize potential construction-related visual impacts. The project would be required to submit grading plans for review by the City's Planning and Building Safety Department. All grading and earthwork activities would be conducted in accordance with an approved construction
grading plan and grading permit issued by the City's Planning and Building Safety Department, further reducing impacts to a less than significant level. Therefore, with mitigation, impacts from construction-related activities would not substantially degrade the existing visual character or quality of the site and its surroundings. Construction-related impacts would cease on project completion and therefore are considered to be short-term. Short-term impacts would be minimized through implementation of mitigation measures and compliance with the City's requirements.

(2) Light or Glare. There are two primary sources of light: light emanating from building interiors that pass through windows and light from exterior sources (i.e., street lighting, parking lot lighting, building illumination, security lighting, and landscape lighting). Depending upon the location of the light source and its proximity to adjacent light sensitive uses, light introduction can be a nuisance, affecting adjacent areas and diminishing the view of the clear night sky. Light spillage is typically defined as unwanted illumination from light fixtures on adjacent properties. Perceived glare is the unwanted and potentially objectionable result from looking directly into a light source of a luminaire. Sensitive uses (i.e., schools and residential uses) could be impacted by the light and glare from the proposed project; however, no sensitive uses are located directly adjacent to the project site.

Currently, the project site produces no light and glare as it consists of a surface parking area. Other light sources in the area consist of the Pacific Corporate Towers and parking area to the west, the existing Xerox Tower to the south, and the other commercial/industrial uses to the north and east. In addition, nighttime street lighting is provided on Continental Boulevard and East El Segundo Boulevard.

Implementation of the proposed project would further develop the 10.58-acre project site from a surface parking lot to hotel uses. New light sources would result from the building exterior, interior building lighting, security lighting, signage, and parking lot lighting. The project site and on-site structures would be lit through the evening and early morning hours. Review and approval of the required lighting plan by the City would ensure that spillover lighting would be minimized so as not to create light pollution disturbances to adjacent uses. Compliance with City lighting standards would further minimize potential spillover impacts to surrounding uses. Implementation of the proposed project would not create a source of substantial light or glare.

Additionally, the City of El Segundo General Plan EIR includes mitigation measures that require exterior lighting to be designed and located to avoid intrusive effects on sensitive receptors. The mitigation requires low intensity street lighting and other exterior lighting be used throughout new developments and lighting shall be focused and directional. With implementation of the General Plan EIR requirements and the following mitigation measures,
light and glare impacts from the proposed project would be less than significant.

b) Mitigations:

(1) Construction equipment staging areas must use appropriate screening (i.e., temporary fencing with opaque material) to buffer views of construction equipment and material, when feasible. Staging locations must be identified on Final Development Plans and Grading Plans.

(2) All construction-related lighting must include shielding in order to direct lighting down and away from adjacent residential areas and consist of the minimal wattage necessary to provide safety at the construction site. A construction safety lighting plan must be submitted to the City for review concurrent with Grading Permit application.

(3) All exterior lighting and advertising (including signage) must be directed onto the specific location intended for illumination (e.g., parking lots, driveways, and walkways) and shielded away from adjacent properties and public rights-of-way to minimize light spillover onto adjacent areas.

(4) Before issuance of the Site Development Permit, the applicant must submit a lighting plan to the City of El Segundo Police Department for review and approval. The plan must specify the lighting type and placement to ensure that the effects of security and other outdoor lighting are minimized on adjacent uses and do not create spillover effects. The plan must specifically incorporate the following design features:

- The project must incorporate project design features to shield light and/or glare from vehicles entering or exiting parking lots and from the north face of the proposed structure by providing barriers so that light from vehicle headlights would not illuminate off-site sensitive uses.

- The project must incorporate project design features to provide landscaping, physical barriers, screening, or other buffers to minimize project-generated illumination from entering off-site areas and to prevent glare or interference with vehicular traffic, in accordance with the El Segundo Municipal Code.

(5) The proposed structure must be designed to maximize the use of textured or other non-reflective exterior surfaces and non-reflective glass.

c) Finding:

(1) Changes or alterations have been required in or incorporated into the project and the project has been conditioned to avoid or substantially lessen the potential environmental effect as identified in the MND.
2. Air Quality.

a) Facts/Effects.

(i) Air Quality Standards

Short-Term Construction Activities

Future construction of the project site would generate short-term air quality impacts during grading and construction operations. The short-term air quality analysis considers the following temporary impacts from the project:

- Clearing, grading, excavating, and using heavy equipment or trucks creating large quantities of fugitive dust, and thus PM₁₀;

- Heavy equipment required for grading and construction generates and emits diesel exhaust emissions; and

- The vehicles of commuting construction workers and trucks hauling equipment would generate and emit exhaust emissions.

Exhaust emission factors for typical diesel-powered heavy equipment, as well as the number of pieces of equipment utilized, are based on the URBEMIS 2007 program defaults and data provided by the project applicant. Variables factored into estimating the total construction emissions include the level of activity, length of construction period, number of pieces and types of equipment in use, site characteristics, weather conditions, number of construction personnel, and the amount of materials to be transported on-site or off-site. A listing of mobile and stationary construction equipment is included in the air quality modeling; refer to Appendix A, Air Quality Analysis.

Fugitive Dust Emissions

Fugitive dust (PM₁₀ and PM₂.₅) from grading and construction is expected to be short-term and would cease following completion of the proposed project improvements. Most of this material is composed of inert silicates, which are less harmful to health than the complex organic particulates released from combustion sources. These particles are either directly emitted or are formed in the atmosphere from the combustion of gases such as NOₓ and SOₓ combining with ammonia. The greatest amount of fugitive dust generated is expected to occur during site excavation and grading. Dust generated by such activities usually becomes more of a local nuisance than a serious health problem. Of particular concern is the amount of PM₁₀ generated as a part of fugitive dust emissions.

During construction, the property owner, developer, and contractors are required to comply with regional rules, which assist in reducing short-term construction-related air pollutant emissions. Rule 403 requires that fugitive dust be controlled with the best available control measures in order to reduce dust so that it does not remain visible in the
atmosphere beyond the property line of the proposed project. Rule 403 also requires that all active operations must utilize the applicable best available control measures included in Table 1 of Rule 403. Table 1 of Rule 403 is intended to minimize fugitive dust emissions from each fugitive dust source type within the active operation. The applicable control measures target various construction operations such as backfilling, clearing and grubbing, crushing, cut and fill, demolition, earth-moving activities, bulk material import and export, construction staging, stockpiles/bulk material handling, trenching, and loading. The applicable measures from Table 1 of Rule 403 suggest methods such as covering stockpiles with tarps, and the application of water to stabilize materials.

The URBEMIS 2007 computer model calculates PM_{10} and PM_{2.5} fugitive dust as part of the site grading emissions. Maximum particulate matter emissions would occur during the initial month of construction, when grading activities would occur. The maximum mitigated particulate matter concentration would be 15.55 pounds per day (lbs/day) for PM_{10} and 7.16 lbs/day for PM_{2.5}, which are below SCAQMD thresholds of 150 lbs/day and 55 lbs/day, respectively.

Construction Equipment and Worker Vehicle Exhaust

Exhaust emissions from construction activities include emissions associated with the transport of machinery and supplies to and from the project site, emissions produced on-site as the equipment is used, and emissions from trucks transporting materials to/from the site. Construction equipment and worker vehicle exhaust emissions would be below the established SCAQMD thresholds. Therefore, air quality impacts from equipment and vehicle exhaust emission would be less than significant.

ROG Emissions

In addition to gaseous and particulate emissions, the application of asphalt and surface coatings creates ROG emissions, which are O_{3} precursors. In accordance with the methodology prescribed by the SCAQMD, the ROG emissions associated with paving have been quantified with the URBEMIS 2007 model. In addition, based upon the size of the building, architectural coatings were also quantified within the URBEMIS 2007 model.

The greatest ROG emissions would be generated during the application of architectural coatings on the building. As required by law, all architectural coatings for the proposed project structures would comply with SCAQMD Regulation XI, Rule 1113 – Architectural Coating.\(^1\) Rule 1113 provides specifications on painting practices as well as regulates the ROG content of paint. In addition to Rule 1113, the SCAQMD provides additional mitigation measures to reduce ROG emissions. Mitigation includes the use of high-pressure-low-volume

(HPLV) paint applicators with a minimum transfer efficiency of at least 50 percent, using pre-painted construction materials, and constructing buildings with materials that do not require painting. Based on the modeling, the proposed project would not result in an exceedance of ROG emissions, and therefore would be considered less than significant.

Asbestos

Pursuant to guidance issued by the Governor’s Office of Planning and Research, State Clearinghouse, lead agencies are encouraged to analyze potential impacts related to naturally occurring asbestos (NOA). Asbestos is a term used for several types of naturally occurring fibrous minerals that are a human health hazard when airborne. The most common type of asbestos is chrysotile, but other types such as tremolite and actinolite are also found in California. Asbestos is classified as a known human carcinogen by State, Federal, and international agencies, and was identified as a toxic air contaminant by the CARB in 1986.

Asbestos can be released from serpentine and ultramafic rocks when the rock is broken or crushed. At the point of release, the asbestos fibers may become airborne, causing air quality and human health hazards. These rocks have been commonly used for unpaved gravel roads, landscaping, fill projects, and other improvement projects in some localities. Asbestos may be released to the atmosphere due to vehicular traffic on unpaved roads, during grading for development projects, and at quarry operations. All of these activities may have the effect of releasing potentially harmful asbestos into the air. Natural weathering and erosion processes can act on asbestos bearing rock and make it easier for asbestos fibers to become airborne if such rock is disturbed.

Serpentine and/or ultramafic rock are known to be present in 44 of California’s 58 counties. These rocks are particularly abundant in the counties of the Sierra Nevada foothills, the Klamath Mountains, and Coast Ranges. According to the Department of Conservation Division of Mines and Geology, A General Location Guide for Ultramafic Rocks in California – Areas More Likely to Contain Naturally Occurring Asbestos Report (dated August 2000), the proposed project is not located in an area where NOA is likely to be present. Therefore, impacts would be considered less than significant.

Long-Term (Operational) Emissions

Long-term air quality impacts would consist of mobile source emissions generated from project-related traffic and from stationary source emissions. For purposes of this air quality emissions analysis, operation-related air quality impacts were analyzed for the project buildout conditions.
Mobile Source Emissions

Mobile sources are emissions from motor vehicles, including tailpipe and evaporative emissions. Depending upon the pollutant being discussed, the potential air quality impact may be of either regional or local concern. For example, ROGs, NOx, SO2, PM10, and PM2.5 are all pollutants of regional concern. However, CO tends to be a localized pollutant, dispersing rapidly at the source.

The Traffic Impact Analysis (TIA) was prepared by Kimley-Horn and Associates, Inc. (dated April 2008). Project-generated vehicle emissions have been estimated using the URBEMIS 2007 computer model. This model predicts ROGs, CO, NOx, SO2, PM10, and PM2.5 emissions from motor vehicle traffic associated with new or modified land uses. Project trip generation rates were based on the TIA. Mobile emissions generated by vehicle traffic associated with the proposed project would not exceed the established SCAQMD thresholds, and would result in a less than significant impact.

Mitigation measures 1 through 5 will mitigate the above impacts to a less than significant level.

(ii) Objectionable Odors

According to the SCAQMD CEQA Air Quality Handbook, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The proposed project does not include any uses identified by the SCAQMD as being associated with odors.

Construction activity associated with the project may generate detectable odors from heavy-duty equipment exhaust. Construction-related odors would be short-term in nature and cease upon project completion. The other potential source of odors would be new trash receptacles for the proposed project. However, all new trash receptacles would be required to have lids, which would limit odors emanating from the receptacles; refer to Mitigation Measure AQ-6. Any impacts to existing adjacent land uses would be short-term, as previously noted, and are considered less than significant given the project size.

Mitigation Measure 6 will mitigate the above impacts to a less than significant level.

b) Mitigations:

1) During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions must be controlled by regular water or other dust preventive measures using the following procedures, as specified in the SCAQMD Rule 403.

   a) Limit on-site vehicle speed to 15 miles per hour.
(b) Water material excavated or graded sufficiently to prevent excessive amounts of dust. Water at least twice daily with complete coverage, preferably in the late morning and after work is done for the day.

(c) Water or securely cover material transported on-site or off-site sufficiently to prevent generating excessive amounts of dust.

(d) Minimize area disturbed by clearing, grading, earth moving, or excavation operations so as to prevent generating excessive amounts of dust.

(e) Indicate these control techniques in project specifications. Compliance with the measure will be subject to periodic site inspections by the City.

(f) Prevent visible dust from the project from emanating beyond the property line, to the maximum extent feasible.

(g) Apply nontoxic chemical soil stabilizers according to manufacturer’s specifications to all inactive construction areas (previously graded areas inactive for ten days or more).

(h) Trucks transporting soil, sand, cut or fill materials, and/or construction debris to or from the site must be tarped from the point of origin.

(2) Project grading plans must show the duration of construction. Ozone precursor emissions from construction equipment vehicles must be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer’s specifications, to the satisfaction of the City Engineer. Compliance with this measure must be subject to periodic inspections of construction equipment vehicles by the City and included in construction bid documents.

(3) All trucks that are to haul excavated or graded material on-site must comply with California Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. This provision must be provided in construction bid documents.

(4) The following measures must be implemented to reduce ROG emissions resulting from application of architectural coatings:
(a) Contractors must use high-pressure-low-volume (HPLV) paint applicators with a minimum transfer efficiency of at least 50 percent.

(b) Use required coatings and solvents with a VOC content lower than required under Rule 1113.

(c) Construct/build with materials that do not require painting.

(d) Use pre-painted construction materials.

(5) Construction hours, allowable work days, and phone numbers of the job superintendent must be clearly posted at all construction entrances to allow for surrounding property owners and residents to contact the job superintendent. If the job superintendent receives a complaint, appropriate corrective actions must be implemented immediately and a report taken to the reporting party.

(6) Trash receptacles within the project site must have lids that enable convenient collection and loading and must be emptied on a regular basis, in compliance with City of El Segundo regulations for the collection of solid waste.

c) Finding:

(1) Changes or alterations have been required in or incorporated into the project and the project has been conditioned to avoid or substantially lessen the potential environmental effect as identified in the MND.

3. Cultural Resources.

a) Facts/Effects.

(1) **Archeological Resources.** According to the City of El Segundo General Plan EIR, due to the City's proximity to historic natural water courses and freshwater springs, there is potential for significant archeological artifacts to exist. As the project site has been previously graded and is currently paved, the potential to discover archaeological resources is low. However, the potential exists for unknown archaeological resources to be discovered during earth movement. Therefore, implementation of mitigation measures would reduce potential impacts to unknown archaeological resources to less than significant.

(2) **Paleontological Resources.** According to the City of El Segundo General Plan EIR, the potential exists for paleontological resources to be present on-site due to the significant fossiliferous formation underlying the City. With implementation of mitigation, potential impacts to paleontological resources would be reduced to less than significant.
(3) **Human Remains.** The project site is developed with surface parking. Due to the level of past disturbance, it is not anticipated that human remains exist within the project site. In the event human remains are encountered during earth removal or disturbance activities, all activities would cease immediately and a qualified archaeologist and Native American monitor would be immediately contacted. The Coroner would be contacted pursuant to Sections 5097.98 and 5097.99 of the Public Resources Code relative to Native American remains. Should the Coroner determine the human remains to be Native American, the Native American Heritage Commission would be contacted pursuant to Public Resources Code Section 5097.98. Thus, a less than significant impact would occur in this regard.

b) **Mitigations:**

(1) In the event that archaeological resources are unearthed during project subsurface activities, all earth-disturbing work within a 100-meter radius must be temporarily suspended or redirected until an archeologist has been provided the opportunity to assess the significance of the find and implement appropriate measures to protect or scientifically remove the find. Construction personnel must be informed that unauthorized collection of cultural resources is prohibited. If the resource is determined to be significant, the archaeologist, as appropriate, must prepare a research design for recovery of the resources in consultation with the State Office of Historic Preservation that satisfied the requirements of §21083.2 of CEQA. The archaeologist must complete a report of excavations and findings, and must submit the report for peer review by three County-certified archaeologists or paleontologists, as appropriate. Upon approval of the report, the County must submit the report to the San Bernardino Archeological Information Center and keep the report on file at the County of San Bernardino. After the find has been appropriately mitigated, work in the area may resume.

(2) A certified paleontologist must be present during initial grading and all soil disturbances on the project site in order to monitor any significant paleontological findings. In the event that paleontological resources are unearthed during project subsurface activities, all earth-disturbing work within a 100-meter radius must be temporarily suspended or redirected until a paleontologist has been provided the opportunity to assess the significance of the find and implement appropriate measures to protect or scientifically remove the find. Construction personnel must be informed that unauthorized collection of cultural resources is prohibited. If the resource is determined to be significant, the paleontologist, as appropriate, must prepare a research design for recovery of the resources in consultation with the State Office of Historic Preservation that satisfied the requirements of §21083.2 of CEQA. The paleontologist must complete a report of excavations and findings, and must submit the report for peer review by three County-certified archaeologists or paleontologists,
as appropriate. Upon approval of the report, the County must submit the report to the San Bernardino Archeological Information Center and keep the report on file at the County of San Bernardino. After the find has been appropriately mitigated, work in the area may resume.

(3) If human remains are unearthed, California Health and Safety Code Section 7050.5 requires that no further disturbance must occur until the County coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC will then contact the most likely descendant of the deceased Native American, who will then serve as consultant on how to proceed with the remains.

(c) Finding:

(1) Changes or alterations have been required in or incorporated into the project and the project has been conditioned to avoid or substantially lessen the potential environmental effect as identified in the MND.


a) Facts/Effects.

(1) Release of Hazardous Materials. A wide variety of products, chemical and purified chemical compounds, and elements that are considered hazardous or toxic are routinely used in households, commercial businesses, and industrial operations and processes. These include cleaning and pool-related chlorine products, chemical fertilizers, herbicides and pesticides, stored fuels and waste oil, and chemical solvents and lubricants. The project proposes to construct and operate a hotel. This land use may include the use and disposal of typical cleaning products along with limited use of pesticide and herbicides for landscape maintenance and pool-related products. Trucks accessing the businesses on-site would contain oil and gasoline to power their engines, which could have the potential to result in minor releases of such substances through drips or leaks from truck loading areas. Major hazardous materials are not typically associated with the proposed uses and would not create unusually high quantities of hazardous waste.

b) Mitigations:

(1) The applicant and construction contractor must comply with existing hazardous materials regulations, which are codified in Titles 8, 22, and 26 of the California Code of Regulations, and their enabling legislations set forth in Chapter 6.95 of the California Health and Safety Code. In addition, the applicant and
construction contractor must comply with applicable federal, state, and local laws and regulations pertaining to the transport, use, and disposal of hazardous waste, including but not limited to, Title 49 of the Code of Federal Regulations and as implemented by Title 13 of the CCR.

(c) Finding:

(1) Changes or alterations have been required in or incorporated into the project and the project has been conditioned to avoid or substantially lessen the potential environmental effect as identified in the MND.


a) Facts/Effects

(1) Operational Impacts/Short-Term: Short-term water quality impacts could occur during the construction phase of the project. As the site is currently developed with surface parking, the existing on-site uses would be removed in preparation of grading and construction for the proposed project. This could expose loose soil to potential wind and water erosion. If not controlled, the transport of these materials to local waterways would temporarily increase suspended sediment concentrations and release pollutants attached to sediment particles into local waterways. Since the project site is greater than one acre in size, coverage under the Construction Activities General Permit would be required. This NPDES Permit requires the preparation of a SWPPP before construction of the proposed project. The SWPPP would identify sources of sediments and pollutants that would affect storm water quality, designate use of appropriate BMPs at the project site, and implement storm water pollution prevention measures that would reduce water pollution associated with construction activities. There are many BMPs available for achieving the best possible water quality. Common BMPs include structural controls, as well as non-structural controls. Site-specific BMPs would not be established until the proposed project is reviewed by the City of El Segundo Public Works Department. Increased surface water runoff and storm drainage discharge associated with construction activities would be considered a less than significant impact with implementation of the required mitigation measures.

(2) Operational Impacts/Long-Term: Anticipated pollutants associated with commercial/industrial developments include trash/debris and oil/grease. Potential pollutants include heavy metals, nutrients, pesticides, organic compounds (solvents), sediments, and oxygen demanding substances. Anticipated pollutants from parking areas include heavy metals, organic compounds (petroleum hydrocarbons), trash/debris and oil/grease. Potential pollutants from parking areas include nutrients, pesticides, sediments, and oxygen demanding
substances. Anticipated pollutants from the proposed café and bar area include bacteria/viruses, trash/debris, oxygen demanding substances, and oil/grease. However, due to the limited amount of landscaping and the use of efficient irrigation methods, potential pollutants associated with landscaped areas (pesticides, nutrients, sediments, and oxygen demanding substances) are not considered to be of significant concern. In addition, due to the proposed use of the site, solvents are not anticipated to be present in storm water runoff from the site. Several of the pollutants anticipated from the project site are also listed as impairments to the project receiving waters on the 303(d) List.

Currently, impervious surface covers approximately 100 percent of the site. Implementation of the proposed project would result in impervious surfaces on the project site to accommodate the hotel, parking areas, paths, and other hardscape features. The proposed project would include landscaping throughout the site; however, the amount of landscaping would be considered minimal. Thus, there would be a minor decrease in impervious surface area.

A WQMP would be required to be prepared before the City issues grading permits. The WQMP would identify measures so the project would meet, at minimum, the measures specified in the NPDES Permit, SWPPP, the assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, maintenance association, lessee, etc.), and the locations(s) of all structural BMPs. The WQMP would identify pollutant sources associated with the addition of business operations that may affect the quality of discharges of stormwater from the site.

Compliance with the aforementioned standards and preparation and implementation of a WQMP would reduce potential impacts to a less than significant impact in this regard.

b) Mitigation

(1) Before the City issues grading permits, the applicant must prepare, obtain approval from the City’s Public Works Department and the Planning and Building Safety Department, and implement a Water Quality Management Plan.

c) Finding

(1) Changes or alterations have been required in or incorporated into the project and the project has been conditioned to avoid or substantially lessen the potential environmental effect as identified in the MND.
6. Noise

a) Facts/Effects.

(1) Construction Noise. Construction-related noise impacts would be significant if, as indicated in ESMC § 7-2-10, construction activity occurs between the hours of 6:00 P.M. and 7:00 A.M. Monday through Saturday, or at any time on Sunday or a federal holiday. In addition, noise levels generated during construction are not allowed to exceed 65 dBA at the property line of any residential receptors. Although the City’s 65 dBA standard is only identified in the ESMC for residential properties, this noise standard is also extended to other noise-sensitive receptors (e.g., schools, hotels, churches) in the project area in recognition of the sensitivity of these uses to increased noise levels and to provide a conservative analysis. During project construction, five phases of basic types of activities would be expected to occur and generate noise over the duration of the construction phase of the project. The activities would include demolition, mass grading, fine grading, trenching, paving, and building or the physical construction and finishing of the proposed hotel.

Currently, land uses immediately surrounding the project site include general office uses, light manufacturing, hotel, and parking uses. Noise-sensitive receptors such as residential uses are located further away (roughly \( \frac{1}{2} \) mile) and west of the site across Sepulveda Boulevard. Hotel uses are located within \( \frac{1}{4} \) mile of the project site, however none are directly adjacent to the project site. Due to distance and the presence of existing intervening structures between the project site and the off-site sensitive receptors, typical construction noise levels associated with the Project would not exceed the 65 dBA standard at any of the off-site sensitive receptors. As such, construction-related noise impacts associated with the Project would be less than significant. To ensure that construction activities associated with the Project would comply with the hours indicated in the ESMC, mitigation measures 1 through 3 below are included.

(2) Operational Noise. Upon completion and operation of the Project, on-site operational noise would be generated by heating, ventilation, and air conditioning (HVAC) equipment for the new office uses. However, due to the distance of the proposed structure at the project site from the surrounding off-site uses and its location between existing on-site structures, it is not anticipated that the noise generated by the rooftop HVAC equipment would result in any adverse noise impacts on the surrounding off-site uses. Nonetheless, in order to ensure that the on-site operational noise associated with any new rooftop HVAC equipment at the project site would not adversely affect the surrounding off-site uses. Mitigation measures 1 through 3 below would be implemented to ensure that the new HVAC equipment for the Project would be equipped with shielding design measures.
(2) **Ground-borne Vibration.** ESMC § 7-2-9 prohibits any ground vibration that is perceptible to any reasonable person of normal sensitivity at any point on any affected property. However, ESMC § 7-2-9 exempts construction-related vibration from the above provision as long as the vibration created does not endanger the public health, welfare, and safety. As the City does not identify a numerical significance threshold to assess vibration impacts to buildings during construction, the Federal Transit Administration (FTA) and the California Department of Transportation's (Caltrans) adopted vibration standards for buildings are used to evaluate potential impacts related to project construction. These thresholds adopted by the FTA include 80 VdB at residences and buildings where people normally sleep (e.g., nearby residences) and 83 VdB at institutional buildings, which includes schools and churches. None of the vibration level experienced by the nearest off-site sensitive receptors to the project site would not exceed the FTA's 80 VdB threshold for residential uses or places where people may sleep. Thus, these impacts would be less than significant. In order to ensure impacts will be less than significant mitigation measures 1 through 3 below are included.

b) **Mitigation:**

(1) Before the City issues grading permits, the construction contractor must demonstrate, to the Planning and Building Safety Director the following:

(a) Construction contracts must specify that all construction equipment, fixed or mobile, be equipped with properly operating and maintained mufflers and other State required noise attenuation devices.

(b) Construction noise reduction methods such as shutting off idling equipment, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, must be used where feasible.

(c) During construction, stationary construction equipment must be placed such that emitted noise is directed away from sensitive noise receptors.

(d) All construction entrances must clearly post construction hours, allowable workdays, and the phone number of the job superintendent. This will allow surrounding owners to contact the job superintendent with concerns. If the developer receives a noise-related complaint, appropriate corrective actions must be implemented and a report taken indicating the action with a copy of the report provided to the reporting party upon request.
(2) Per the El Segundo Municipal Code, construction cannot occur between the hours of 6:00 PM and 7:00 AM Monday through Saturday or at any time on Sunday or a Federal holiday.

(3) If pile driving occurs within 250 feet of commercial receptors, alternative construction methods such as pre-drilling, drilled piles, Giken silent piling, pile cushioning, or any non-impact drivers must be implemented to significantly reduce vibration levels generated by construction activities.

c) Finding:

(1) Changes or alterations have been required in or incorporated into the project and the project has been conditioned to avoid or substantially lessen the potential environmental effect as identified in the MND.

7. Transportation/Traffic

(a) Facts/Effects

(1) Traffic Analysis. To assess the Project’s traffic-related impact on area roadways, an analysis of existing conditions was conducted on the streets and highways serving the project area. The following twelve study intersections were selected for analysis in order to determine potential project-related impacts:

I. Sepulveda Boulevard/Imperial Highway
II. Sepulveda Boulevard/Maple Avenue
III. Sepulveda Boulevard/Mariposa Avenue
IV. Sepulveda Boulevard/Grand Avenue
V. Sepulveda Boulevard/El Segundo Boulevard
VI. Sepulveda Boulevard/Hughes Way
VII. Sepulveda Boulevard/Rosecrans Avenue
VIII. El Segundo Boulevard/Continental Boulevard
IX. El Segundo Boulevard/Nash Street
X. El Segundo Boulevard/Douglas Street
XI. El Segundo Boulevard/Aviation Boulevard
XII. Continental Boulevard/Grand Avenue

Peak hour operating conditions at signalized intersections were evaluated using the Intersection Capacity Utilization (ICU) methodology, in accordance with the City of El Segundo and LA County Congestion Management Program (CMP) requirements. The ICU methodology provides a comparison of the theoretical hourly vehicular capacity of an intersection to the number of vehicles actually passing through that intersection during a given hour. The ICU calculation returns a volume-to-capacity (V/C) ratio that translates into a corresponding Level of Service (LOS) measure, ranging from LOS “A,” representing uncongested free-flowing conditions, to LOS “F,” representing over-capacity.
conditions. Study intersections under Caltrans jurisdiction are also analyzed per Caltrans requirements using the Highway Capacity Manual (HCM) methodology. Sepulveda Boulevard is a Caltrans facility; therefore all intersections along Sepulveda Boulevard were analyzed using the HCM methodology.

The City's Level of Service standard for intersection operation is Level of Service "D" as established in the 2004 El Segundo General Plan Circulation Element. A project impact would be considered to be significant if it either causes an intersection operating at an acceptable Level of Service to deteriorate to an unacceptable Level of Service, or if already operating at an unacceptable Level of Service, adds 0.02 or more to the peak hour ICU.

Using the identified methodology, along with the associated ambient growth rates, and the 10 percent reduction for non-vehicle travel (walking and transit) to the surrounding businesses the Future With Project Conditions Peak Hour Intersection Operation indicates that study intersections would operate at acceptable and unacceptable levels of service in the Opening Year Plus Project Conditions. In particular, the intersection of El Segundo Boulevard at Continental Boulevard would operate at Level of Service "F" and therefore, mitigation measures would be required.

(2) Parking: Pursuant to the El Segundo Municipal Code, a hotel type land use is required to provide one space for each of the first 100 rooms; ¾ space for each of the next 100 rooms; and ½ space for each room above 200. The proposed hotel, which proposes 152 rooms, would require 139 parking spaces. The site plan provides a total of 89 parking spaces, including 6 handicap accessible spaces and 1 van accessible space. To account for the remaining 50 spaces, the hotel would enter into a reciprocal parking agreement with the adjacent Northrup Tower. Therefore, with approval of the reciprocal parking agreement, the proposed hotel would provide adequate parking to meet the parking demand. Less than significant impact would occur.

(b) Mitigation:

(1) El Segundo Boulevard at Continental Boulevard: The project applicant must fund and install the re-striping of the westbound through/right lane to a dedicated right-turn lane and must fund the manufacturing and installation of the associated signage, subject to approval by The Director of Public Works. The City reserves the right at City's expense, as determined by the Director of Public Works, to remove the dedicated right-turn lane in the future if it is unnecessary, as reasonably determined by the Director of Public Works, or if a similar improvement can be substituted.

(2) Before the City issues grading permits, a reciprocal agreement must be entered into between the Northrop Tower and the proposed hotel to allow for the hotel's use of 50 parking spaces.
The reciprocal agreement must be provided to the City's Planning and Building Safety Department.

(c) **Finding**

(1) Changes or alterations have been required in or incorporated into the project and the project has been conditioned to avoid or substantially lessen the potential environmental effect as identified in the MND.

8. **Utilities and Service Systems.**

a) **Facts/Effects.**

(1) **New Wastewater Facilities.** Wastewater is collected and treated by the Los Angeles County Sanitation District. The wastewater from the City of El Segundo is treated at the Joint Water Pollution Control Plan. The proposed project would impact wastewater facilities in three ways: local collection capacity, trunk line delivery capacity, and treatment capacity. According to the *El Segundo General Plan EIR*, implementation of the General Plan was anticipated to generate approximately 4.8 million gallons per day of wastewater beyond the 1990 land use conditions. According to the *El Segundo General Plan EIR*, general commercial uses generate wastewater at a rate of 4,356 gallons/acre/day. As the proposed project consists of 10.58 acres, the project would generate approximately 46,067 gallons of wastewater a day. This represents approximately 0.37 percent of the total anticipated increase in wastewater under the General Plan buildout.

Wastewater from the City of El Segundo is conveyed thought the City's system of underground pipelines and is pumped to treatment plants. The project site would be served by the 21-inch underground pipeline within Continental Boulevards and a 15-inch pipeline within El Segundo Boulevard. The wastewater from the City, east of Sepulveda Boulevard, including the project site, flows to treatment plants operated by the Sanitation District of Los Angeles County. Specifically, the project site is served by the Los Angeles County Sanitation District's Joint Water Pollution Control Plant (JWPCD). The JWPCD has a design capacity of 385 million gallons per day (mgd), and currently has an average flow of 323 mgd. The project would produce 20,875 gallons/room/day.²

A **Sewer Capacity Study – El Segundo Boulevard (15-inch) Sewer System**, was prepared by RBF Consulting, dated July 21, 2008, to determine the capacity of the 15-inch sewage line within El Segundo Boulevard. The pipeline was monitored for 6 days, July 1, 2008 to July 7, 2008. The monitoring device recorded velocity (feet per second), depth, and flow on five minute intervals.

² Generation rate for hotel is 125 gallons/room/day. The project proposes 167 rooms.
Capacity was calculated based on Manning’s equation and the following parameters:

- Manning’s ‘n’ value = 0.013
- Maximum depth/diameter (d/D) for 15-inch = 0.70 (for an existing sewer)
- Peak (existing flow) = 1.577 cfs
- Slope = 0.0034 ft/ft (based on as-built drawings)

Based on the as-built drawings, it was assumed that the pipeline was designed with slopes of 0.00345 ft/ft (upstream) and 0.00337 ft/ft (downstream). Therefore, an average of 0.0034 was utilized for analysis. The calculation concluded that the 15-inch El Segundo Boulevard pipeline has 1.573 cfs (705 gpm) of available capacity.

The Sewer Capacity Study also included a calculation of introduced wastewater flow. According to the study, the project would generate a peak flow of 0.087 cfs. This amount is substantially less than the available capacity in the pipeline. Therefore, the addition of the project related wastewater would not have a significant effect on the capacity of the pipeline. Although capacity is adequate, mitigation measures would be required to ensure appropriate permits are obtained prior to construction and adequate infrastructure is in place prior to project operation. Implementation of mitigation measures are required to reduce impacts to less than significant.

(2) Solid Waste. Proposed demolition and construction activities would generate construction debris from development of the project site. Post development operations resulting from the hotel, café, and bar area uses would further increase the volume of solid waste generated from the project site over existing conditions. According to the General Plan EIR, commercial development generates approximately 218 pounds per acre per day. Using this generation approximation the project would generate approximately 9,701.86 pounds of solid waste per day (ppd). Waste generation includes all materials discarded, whether or not they are later recycled or disposed in a landfill. The increase in solid waste generation would increase the demand to provide disposal service over existing conditions, and would therefore impact the capacity of landfills. Further, the increased solid waste generation would incrementally shorten the lifespan of the landfills and may impact the capacity of the Puente Hills and Sunshine Canyon Landfills.

Participation in local recycling programs during construction and operation, and implementation of the recommended mitigation measures provided in the El Segundo General Plan EIR, would
ensure that solid waste impacts remain at or below existing levels.

b) **Mitigation:**

(1) Before the City issues building permits, the project site must be annexed into the Los Angeles County Sanitation District No. 5.

(2) Before the City issues building permits, the project applicant must obtain a sewer connection permit from the Los Angeles County Sanitation District to obtain sanitary sewer service. Prior to obtaining a connection permit, the applicant must also pay a sewer connection fee as determined by the County Sanitation District of Los Angeles County.

(3) Before the City issues building permits, the project applicant must provide additional local sewer infrastructure as necessary to connect the project site to existing sewer infrastructure. This provision must be coordinated with the project applicant and may be the partial responsibility of the applicant, as determined by the City.

(4) The project applicant must comply with Title 12 of the ESMC regarding Sewer Facilities.

(5) Before the City issues building permits, the project applicant must submit the Final Working Drawings to the City’s Planning and Building Safety Department and the Public Works Department for review and approval.

(7) Where feasible, the applicant must install refuse compacting equipment to substantially reduce the number of refuse hauling trips and allow for more effective and sanitary disposal.

(8) The applicant must work with a commercial hauler, incensed to operate in the City of El Segundo, to coordinate recycling efforts for the entire development.

(9) The applicant’s contractor must reduce construction-generated waste according to state law by a minimum of 50 percent. The applicant or contractor must submit a construction waste management plan explaining the practices that would be used to achieve this level of reduction. This plan must be reviewed and accepted by the City’s Solid Waste Management Coordinator before the City issues grading permits.

c) **Finding:**

(1) Changes or alterations have been required in or incorporated into the project and the project has been conditioned to avoid or
substantially lessen the potential environmental effect as identified in the MND.

D. **Insignificant Cumulative Impacts.**

The City Council finds that the Addendum to the Mitigated Negative Declaration and the record of proceedings in this matter do not identify or contain substantial evidence which identifies significant adverse cumulative environmental effects associated with the 199 North Continental Boulevard Specific Plan Zone Change and General Plan Land Use Map Designation Amendment Project with respect to the areas listed below:

1. Aesthetics.
2. Agricultural Resources.
3. Air Quality.
4. Biological Resources.
5. Cultural Resources.
6. Geology and Soils.
10. Mineral Resources.
13. Public Services.
15. Transportation/Traffic.

VI. **Substantial Evidence.**

The City Council finds and declares that substantial evidence for each and every finding made herein is contained in the Addendum to the Mitigated Negative Declaration, which are incorporated herein by this reference, and in the record of proceedings in the matter. To the extent applicable, each of the other findings made by the City Council in connection with its approval of the entitlement applications listed in Section I above are also incorporated herein by this reference.
### MITIGATION MONITORING AND REPORTING CHECKLIST

Addendum to Mitigated Negative Declaration (SCH# 2008081036) for Environmental Assessment No. 844

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<tr>
<th>Mit./Cond. No.</th>
<th>Mitigation Measure/Conditions of Approval</th>
<th>Verification of Compliance</th>
<th>Party Responsible for Monitoring</th>
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<td>Monitoring and Reporting Process</td>
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<td>AES-1</td>
<td>Construction equipment staging areas must use appropriate screening (i.e., temporary fencing with opaque material) to buffer views of construction equipment and material, when feasible. Staging locations must be identified on Final Development Plans and Grading Plans.</td>
<td>Visual Inspection</td>
<td>During grading and construction</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
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<td>AES-2</td>
<td>All construction-related lighting must include shielding in order to direct lighting down and away from adjacent residential areas and consist of the minimal wattage necessary to provide safety at the construction site. A construction safety lighting plan must be submitted to the City for review concurrent with Grading Permit application.</td>
<td>Visual Inspection</td>
<td>During grading and construction</td>
<td>City of El Segundo – Planning and Building Safety Department</td>
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<td>AES-3</td>
<td>All exterior lighting and advertising (including signage) must be directed onto the specific location intended for illumination (e.g., parking lots, driveways, and walkways) and shielded away from adjacent properties and public rights-of-way to minimize light spillover onto adjacent areas.</td>
<td>Site Plan Processing</td>
<td>Plan Check</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
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| AES-4          | Before issuance of the Site Development Permit, the applicant must submit a lighting plan to the City of El Segundo for review and approval. The plan must specify the lighting type and placement to ensure that the effects of security and other outdoor lighting are minimized on adjacent uses and do not create spillover effects. The plan must specifically incorporate the following design features:  
- The project must incorporate project design features to shield light and/or glare from vehicles entering or exiting parking lots and from the north face of the proposed structure by providing barriers so that light from vehicle headlights would not illuminate off-site sensitive uses.  
- The project must incorporate project design features to provide landscaping, physical barriers, screening, or other buffers to minimize project-generated illumination from entering off-site areas and to prevent glare or interference with vehicular traffic, in accordance with the El Segundo Municipal Code. | Site Plan Processing | Before issuance of Site Development Permit | City of El Segundo - Planning and Building Safety Department |       |       |         |
<p>| AES-5          | The proposed structure must be designed to maximize the use of textured or other non-reflective exterior surfaces and non-reflective glass. | Site Plan Processing | Plan Check | City of El Segundo - Planning and Building Safety Department |       |       |         |</p>
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| AQ-1          | During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions must be controlled by regular water or other dust preventive measures using the following procedures, as specified in the SCAQMD Rule 403.  
- Limit on-site vehicle speed to 15 miles per hour.  
- Water material excavated or graded sufficiently to prevent excessive amounts of dust. Water at least twice daily with complete coverage, preferably in the late morning and after work is done for the day.  
- Water or securely cover material transported on-site or off-site sufficiently to prevent generating excessive amounts of dust.  
- Minimize area disturbed by clearing, grading, earth moving, or excavation operations so as to prevent generating excessive amounts of dust.  
- Indicate these control techniques in project specifications. Compliance with the measure will be subject to periodic site inspections by the City.  
- Prevent visible dust from the project from emanating beyond the property line, to the maximum extent feasible.  
- Apply nontoxic chemical soil stabilizers according to manufacturers’ specifications to all inactive construction areas (previously graded areas inactive for ten days or more).  
- Trucks transporting soil, sand, cut or fill materials, and/or construction debris to or from the site must be tarped from the point of origin. | Visual Inspection | During Grading and Construction | City of El Segundo - Planning and Building Safety Department | | | |
<p>| AQ-2          | Project grading plans must show the duration of construction. Ozone precursor emissions from construction equipment vehicles must be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. Compliance with this measure must be subject to periodic inspections of construction equipment vehicles by the City and included in construction bid documents. | Grading Plan Processing, Visual Inspection | Plan Check, During Grading and Construction | City of El Segundo - Director of Public Works/City Engineer | | | |
| AQ-3          | All trucks that are to haul excavated or graded material on-site must comply with California Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. This provision must be provided in construction bid documents. | Dust Control Compliance | During Grading and Construction | City of El Segundo - Planning and Building Safety Department | | | |</p>
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<td>AQ-4</td>
<td>The following measures must be implemented to reduce ROG emissions resulting from application of architectural coatings: • Contractors must use high-pressure-low-volume (HPLV) paint applicators with a minimum transfer efficiency of at least 50 percent; • Use required coatings and solvents with a VOC content lower than required under Rule 1113; • Construct/build with materials that do not require painting; and • Use pre-painted construction materials.</td>
<td>Visual Inspection</td>
<td>During Grading and Construction</td>
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<td>AQ-5</td>
<td>Construction hours, allowable work days, and phone numbers of the job superintendent must be clearly posted at all construction entrances to allow for surrounding property owners and residents to contact the job superintendent. If the job superintendent receives a complaint, appropriate corrective actions must be implemented immediately and a report taken to the reporting party.</td>
<td>On-site Notice Posting</td>
<td>During Grading and Construction</td>
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<td>AQ-6</td>
<td>Trash receptacles within the project site must have lids that enable convenient collection and loading and must be emptied on a regular basis, in compliance with City of El Segundo regulations for the collection of solid waste.</td>
<td>Visual Inspection</td>
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**Cultural Resources**

<p>| CUL-1       | In the event that archaeological resources are unearthed during project subsurface activities, all earth-disturbing work within a 100-meter radius must be temporarily suspended or redirected until an archaeologist has been provided the opportunity to assess the significance of the find and implement appropriate measures to protect or scientifically remove the find. Construction personnel must be informed that unauthorized collection of cultural resources is prohibited. If the resource is determined to be significant, the archaeologist, as appropriate, must prepare a research design for recovery of the resources in consultation with the State Office of Historic Preservation that satisfied the requirements of §21083.2 of CEQA. The archaeologist must complete a report of excavations and findings, and must submit the report for peer review by three County-certified archaeologists or paleontologists, as appropriate. Upon approval of the report, the County must submit the report to the San Bernardino Archeological Information Center and keep the report on file at the County of San Bernardino. After the find has been appropriately mitigated, work in the area may resume. | Visual Inspection | During Grading | City of El Segundo - Planning and Building Safety Department |         |     |        |</p>
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<td>CUL-2</td>
<td>A certified paleontologist must be present during initial grading and all soil disturbances on the project site in order to monitor any significant paleontological findings. In the event that paleontological resources are unearthed during project subsurface activities, all earth-disturbing work within a 100-meter radius must be temporarily suspended or redirected until a paleontologist has been provided the opportunity to assess the significance of the find and implement appropriate measures to protect or scientifically remove the find. Construction personnel must be informed that unauthorized collection of cultural resources is prohibited. If the resource is determined to be significant, the paleontologist, as appropriate, must prepare a research design for recovery of the resources in consultation with the State Office of Historic Preservation that satisfied the requirements of §21083.2 of CEQA. The paleontologist must complete a report of excavations and findings, and must submit the report for peer review by three County-certified archaeologists or paleontologists, as appropriate. Upon approval of the report, the County must submit the report to the San Bernardino Archeological Information Center and keep the report on file at the County of San Bernardino. After the find has been appropriately mitigated, work in the area may resume.</td>
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<td>CUL-3</td>
<td>If human remains are unearthed, California Health and Safety Code Section 7050.5 requires that no further disturbance must occur until the County coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC will then contact the most likely descendant of the deceased Native American, who will then serve as consultant on how to proceed with the remains.</td>
<td>Visual Inspection</td>
<td>During Grading</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
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<td>HAZ-1</td>
<td>The applicant and construction contractor must comply with existing hazardous materials regulations, which are codified in Titles 8, 22, and 26 of the California Code of Regulations, and their enabling legislation set forth in Chapter 6.95 of the California Health and Safety Code. In addition, the applicant and construction contractor must comply with applicable federal, state, and local laws and regulations pertaining to the transport, use, and disposal of hazardous waste, including but not limited to, Title 49 of the Code of Federal Regulations and as implemented by Title 13 of the CCR.</td>
<td>Visual Inspection</td>
<td>During Grading and Construction</td>
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<td>HYD-1</td>
<td>Before the City issues grading permits, the applicant must prepare, obtain approval from the City’s Public Works Department and the Planning and Building Safety Department, and implement a Water Quality Management Plan.</td>
<td>Submittal/Approval of a Water Quality Management Plan</td>
<td>Before issuance of grading permits</td>
<td>City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department</td>
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<td>NOI-1</td>
<td>Before the City issues grading permits, the construction contractor must demonstrate to the Planning and Building Safety Director the following:</td>
<td>Grading Plan Processing</td>
<td>Before issuance of grading permits</td>
<td>City of El Segundo – Planning and Building Safety Director</td>
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<td>• Construction contracts must specify that all construction equipment, fixed or mobile, be equipped with properly operating and maintained mufflers and other State required noise attenuation devices.</td>
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<td>• Construction noise reduction methods such as shutting off idling equipment, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, must be used where feasible.</td>
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<td>• During construction, stationary construction equipment must be placed such that emitted noise is directed away from sensitive noise receptors.</td>
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<td>Per the El Segundo Municipal Code, construction cannot occur between the hours of 6:00 PM and 7:00 AM Monday through Saturday or at any time on Sunday or a Federal holiday.</td>
<td>Visual Inspection</td>
<td>During grading and construction</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
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<td>NOI-3</td>
<td>If pile driving occurs within 250 feet of commercial receptors, alternative construction methods such as pre-drilling, drilled piles, Griven silent piling, pile cushioning, or any non-impact drivers must be implemented to significantly reduce vibration levels generated by construction activities.</td>
<td>Site Plan/Construction Plan Processing</td>
<td>Before construction</td>
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<td>Mit./Cond. No.</td>
<td>Mitigation Measure/Conditions of Approval</td>
<td>VERIFICATION OF COMPLIANCE</td>
<td>Party Responsible for Monitoring</td>
<td></td>
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<tr>
<td>TR-1</td>
<td>El Segundo Boulevard at Continental Boulevard: The project applicant must fund and install the re-stripping of the westbound through/right lane to a dedicated right-turn lane and must fund the manufacturing and installation of the associated signage, subject to approval by the City’s Director of Public Works. The City reserves the right at City’s expense, as determined by the Director of Public Works, to remove the dedicated right-turn lane in the future if it is unnecessary, as reasonably determined by the Director of Public Works, or if a similar improvement can be substituted.</td>
<td>Plan processing/visual inspection Prior to construction</td>
<td>City of El Segundo – Director of Public Works/City Engineer</td>
<td></td>
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</tr>
<tr>
<td>TR-2</td>
<td>Before the City issues grading permits, a reciprocal agreement must be entered into between the Northrop Grumman Tower and the proposed hotel to allow for the hotel’s use of 40 parking spaces. The reciprocal agreement must be provided to the City’s Planning and Building Safety Department.</td>
<td>Approval of reciprocal agreement Before issuance of grading permits</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
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<tr>
<td>UTL-1</td>
<td>Before the City issues building permits, the project site must be annexed into the Los Angeles County Sanitation District No. 5.</td>
<td>Proof an annexation Before issuance of building permits</td>
<td>City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department</td>
<td></td>
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<tr>
<td>UTL-2</td>
<td>Before the City issues building permits, the project applicant must obtain a sewer connection permit from the Los Angeles County Sanitation District to obtain sanitary sewer service. Prior to obtaining a connection permit, the applicant must also pay a sewer connection fee as determined by the County Sanitation District of Los Angeles County.</td>
<td>Submittal of a sewer connection permit Before issuance of building permits</td>
<td>City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department</td>
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<tr>
<td>UTL-3</td>
<td>Before the City issues building permits, the project applicant must provide additional local sewer infrastructure as necessary to connect the project site to existing sewer infrastructure. This provision must be coordinated with the project applicant and may be the partial responsibility of the applicant, as determined by the City.</td>
<td>Visual Inspection Before issuance of building permits</td>
<td>City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department</td>
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<tr>
<td>UTL-4</td>
<td>The project applicant must comply with Title 12 of the ESMC regarding Sewer Facilities.</td>
<td>Visual Inspection Before issuance of building permits</td>
<td>City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department</td>
<td></td>
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<tr>
<td>Mit/Cond No.</td>
<td>Mitigation Measure/Conditions of Approval</td>
<td>Monitoring and Reporting Process</td>
<td>Monitoring Milestone</td>
<td>Party Responsible for Monitoring</td>
<td>Initials</td>
<td>Date</td>
<td>Remarks</td>
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<tr>
<td>UTL-5</td>
<td>Before the City issues building permits, the project applicant must submit the Final Working Drawings to the City’s Planning and Building Safety Department and the Public Works Department for review and approval.</td>
<td>Submittal of Final Working Drawings</td>
<td>Before issuance of building permits</td>
<td>City of El Segundo - Director of Public Works/City Engineer and Planning and Building Safety Department</td>
<td></td>
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</tr>
<tr>
<td>UTL-6</td>
<td>Where feasible, the applicant must install refuse compacting equipment to substantially reduce the number of refuse hauling trips and allow for more effective and sanitary disposal.</td>
<td>Site Plan Processing</td>
<td>Before issuance of grading permits</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>UTL-7</td>
<td>The applicant must work with a commercial hauler licensed to operate in the City of El Segundo, to coordinate recycling efforts for the entire development.</td>
<td>Proof of service</td>
<td>Before issuance of grading permits</td>
<td>City of El Segundo - Solid Waste Management Coordinator</td>
<td></td>
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</tr>
<tr>
<td>UTL-8</td>
<td>The applicant’s contractor must reduce construction-generated waste according to State law by 50 percent. The applicant or contractor must submit a construction waste management plan explaining the practices that would be used to achieve this level of reduction. This plan must be reviewed and accepted by the City’s Solid Waste Management Coordinator before the City issues grading permits.</td>
<td>Submittal of a construction waste management plan</td>
<td>Before issuance of building permits</td>
<td>City of El Segundo - Solid Waste Management Coordinator</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
El Segundo General Plan Land Use Element Excerpt - Page 3-7

Land Use Designations
Commercial Designations

Add the following text immediately below Corporate Campus Specific Plan on page 3-7:

199 North Continental Boulevard Specific Plan: Permits hotels at a maximum floor area ratio (FAR) of 0.92. Permits general office, medical-dental offices, public uses, including, but not limited to fire and police stations, post offices and libraries, recreational uses (public and private), research and development uses, and restaurants and cafes at a maximum floor area ratio (FAR) of 0.80.
City Council Resolution ____
Exhibit D

Excerpt from Pages 3-11 and 3-12 of the El Segundo General Plan Land Use Element

Proposed Land Use Plan
Northeast Quadrant

On the 1992 Land Use Plan, the majority of the northeast quadrant is designated either Corporate Office (216.6 ac) or Urban Mixed-Use (232.5 ac). The Corporate Campus Specific Plan (46.5 ac) also allows a mixture of office and commercial uses. Corporate Office allows a mixture of office uses with retail in the lobby. This designation covers the "Superblock Area" and will allow uses similar to those currently in that area. (Ord. 1345, GPA 01-2, 1/2/02)

The Urban Mixed-Use North and South designations allow a mixture of uses, including office, hotels, and retail and light industrial with discretionary approval. The Urban Mixed-Use North and South designations are designed to allow for a flexibility of uses near the three existing, and one future, Green Line transit stations. For the most part, the types of uses allowed are different from the light and heavy industrial uses currently in this area. These designations will accommodate a transition from these uses, which is being driven by the market forces described in the Economic Development Element. (Ord. 1272, GPA 97-1, 6/17/97).

General Commercial uses are proposed along Sepulveda Boulevard and along El Segundo Boulevard, east of Aviation Boulevard. This designation allows retail and hotel uses. The site along El Segundo Boulevard, east of Aviation Boulevard (3.8 ac), as well as the site at the northeast corner of Sepulveda Boulevard and Mariposa Avenue (3.2 ac) are already in commercial use. The site on the southeast corner of Sepulveda Boulevard and Mariposa Avenue (7.1 ac) is currently vacant, except for an existing bank building. The area bounded by Nash Street, Maple Avenue, Lairport Street, and Imperial Avenue is designated as light industrial, which is consistent with the uses currently operating in that area, primarily the Hughes facility (50.4 ac).

The parcel at 199 North Continental Boulevard between El Segundo Boulevard and Grand Avenue, bounded by Continental Boulevard to the east, 101 North Continental Boulevard to the south and west, and 201 North Continental Boulevard to the north is a Specific Plan area ("199 North Continental Boulevard Specific Plan") which encourages primarily a hotel use with a maximum floor area ratio of 0.92; however offices, medical-dental offices, public uses, recreational facilities (public and private), research and development, and restaurants and cafes with a maximum floor area ratio of 0.80 may also be developed on the site (1.75 ac).
The area bounded generally by Aviation Boulevard, El Segundo Boulevard, and Douglas Street is currently a U.S. Government Air Force Base (48.5 ac), which is expected to remain for the life of the Plan. The Federal Government designation placed on this area will allow the types of uses that are existing.

The narrow parcel near the northwest intersection of El Segundo Boulevard and Aviation Boulevard (3.93 ac), between El Segundo Boulevard and 124th Street, is a Specific Plan area ("124th Street Specific Plan") which encourages primarily warehousing and storage uses; however, a City Water Facility may also be developed on the site. (Ord. 1309, GPA 99-1, 8/17/99)
### 1992 General Plan
Summary of Existing Trends Buildout

<table>
<thead>
<tr>
<th>Land Use Category</th>
<th>Acres</th>
<th>Dwelling Units</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family Residential</td>
<td>357.2</td>
<td>2,858</td>
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<tr>
<td>Two-Family Residential</td>
<td>57.4</td>
<td>934</td>
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</tr>
<tr>
<td>Planned Residential</td>
<td>5.7</td>
<td>65</td>
<td>-</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>119.7</td>
<td>3,389</td>
<td>-</td>
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<tr>
<td>Neighborhood Commercial</td>
<td>6.6</td>
<td>85¹</td>
<td>89,110</td>
</tr>
<tr>
<td>Downtown Commercial</td>
<td>8.8</td>
<td>18¹</td>
<td>383,328</td>
</tr>
<tr>
<td>General Commercial</td>
<td>37.1</td>
<td>-</td>
<td>1,618,508</td>
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<tr>
<td>Corporate Office</td>
<td>216.6</td>
<td>248.4</td>
<td><strong>12,539,209</strong></td>
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<tr>
<td>Commercial Center</td>
<td>85.8</td>
<td>-</td>
<td>850,000</td>
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<tr>
<td>Smoky Hollow</td>
<td>94.1</td>
<td>268</td>
<td>2,019,454</td>
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<tr>
<td>Urban Mixed-Use North</td>
<td>232.5</td>
<td>-</td>
<td>13,166,010</td>
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<tr>
<td>Urban Mixed-Use South</td>
<td>70.6</td>
<td>-</td>
<td>3,997,936</td>
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<td>124th Street Specific Plan</td>
<td>3.9</td>
<td>1</td>
<td>73,530</td>
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<tr>
<td>Aviation Specific Plan</td>
<td>5.4</td>
<td>-</td>
<td>66,000</td>
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<tr>
<td>Downtown Specific Plan</td>
<td>26.3</td>
<td>232¹</td>
<td>1,145,628</td>
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<tr>
<td>Corporate Campus Specific Plan</td>
<td>46.5</td>
<td>-</td>
<td>2,550,000</td>
</tr>
<tr>
<td><strong>199 North Continental Boulevard</strong></td>
<td><strong>1.75</strong></td>
<td>-</td>
<td><strong>70,132</strong></td>
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<tr>
<td>Specific Plan</td>
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<tr>
<td>Parking</td>
<td>11.8</td>
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<tr>
<td>Light Industrial</td>
<td>356.1</td>
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<td>18,529,000</td>
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<tr>
<td>Heavy Industrial</td>
<td>1001</td>
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<td>-²</td>
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<tr>
<td>Public Facilities</td>
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<td>Federal Government</td>
<td>90.6</td>
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<td>Open Space</td>
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<td>Parks</td>
<td>50</td>
<td>-</td>
<td>-</td>
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<td>Street and Railroad R.O.W</td>
<td>442.6</td>
<td>-</td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>3,494.3</strong></td>
<td><strong>7,850</strong></td>
<td><strong>57,097,845</strong></td>
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<tr>
<td>Population Projection</td>
<td>17,287</td>
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</tbody>
</table>

1 Existing construction and recently constructed, renovated commercial centers and legal non-conforming residential uses at densities that are currently higher than allowed by the land use designations in this plan will not realistically be converted to mixed commercial/residential uses and these buildings are expected to remain for the life of the Plan.

2 The heavy industrial shown on this plan includes the Chevron Refinery and former Southern California Edison Generation Station. These facilities have processing equipment and tanks rather than buildings and are expected to remain for the life of the Plan. Therefore, no estimated building square footage is shown.
Proposed Change to 199 N Continental Blvd Specific Plan

City of El Segundo

199 North Continental Boulevard
Proposed General Plan Amendment
Land Use Map
CITY COUNCIL RESOLUTION NO. ____

Exhibit G

CONDITIONS OF APPROVAL

In addition to all applicable provisions of the El Segundo Municipal Code ("ESMC"), JF El Segundo Owner, LLC, agrees to comply with the following provisions as conditions for the City of El Segundo's approval of an Addendum to A Mitigated Negative Declaration for Environmental Assessment (EA No. 844), General Plan Amendment No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, and Development Agreement No. 09-03 ("Project Conditions").

Planning Division Conditions

1. Before building permits are issued, the applicant must submit plans that demonstrate substantial compliance with the plans and conditions of approval on file with the Planning and Building Safety Department. Any subsequent modification to the project as approved, including the site plan, floor plan, elevations, landscaping and materials, must be referred to the Director of Planning and Building Safety to determine whether the Planning Commission should review the proposed modification.

2. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

3. All mitigation measures in the Addendum to the Mitigated Negative Declaration of Environmental Impacts for the proposed hotel project are incorporated by this reference into these conditions of approval. All mitigation measures and conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.

4. Any changes to the colors and materials of the exterior façade of the building must be in compliance with the 199 North Continental Boulevard Specific Plan Section 3(G) Design Guidelines and approved to the satisfaction of the Director of Planning and Building Safety.

5. Before the City issues a building permit, the applicant must submit final landscaping and irrigation plans to the City of El Segundo Planning and Building Safety Department and the Parks and Recreation Department for review and approval to demonstrate compliance with the City's Water Conservation regulations and Guidelines for Water Conservation in Landscaping (ESMC §§ 10-2-1, et seq.). The plant materials used in landscaping must be compatible with the El Segundo climate pursuant to Sunset Western Garden Book's Zone 24 published by Sunset Books, Inc., Revised and Updated 2001 edition, which is
available for review at the Planning and Building Safety Department. Additionally, the landscaping and irrigation must be completely installed before the City issues a final Certificate of Occupancy. Additionally, the final landscaping and irrigation plans must comply with the following:

A. Reclaimed water must be used as the water source to irrigate landscaped areas, if feasible. To that end, dual water connections must be installed to allow for landscaping to be irrigated by reclaimed water, if feasible.

B. Efficient irrigation systems must be installed which minimize runoff and evaporation and maximize the water which will reach plant roots (e.g., drip irrigation, automatic sprinklers equipped with moisture sensors).

C. Automatic sprinkler systems must be set to irrigate landscaping during early morning hours or during the evening to reduce water losses from evaporation. Sprinklers must also be reset to water less often in cooler months and during the rainfall season so that water is not wasted by excessive landscaping irrigation.

D. Selection of drought-tolerant, low-water consuming plant varieties must be used to reduce irrigation water consumption, in compliance with ESMC §§ 10-2-1, et seq.

6. The hotel must comply with the 199 North Continental Boulevard Specific Plan Section 3(F) Design Features for Hotels.

7. The applicant must provide a sufficient number of bicycle racks to accommodate the storage of at least 8 bicycles.

8. Employees must be provided current maps, routes and schedules for public transit routes serving the site; telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators; ridesharing promotional materials; and bicycle route and facility information.

9. A trash and recycling enclosure must be provided and shown on the site plan that is sufficiently large enough to store the necessary bins required for the regular collection of commercial solid waste and recyclable materials. The site plan with the location and dimensions of the trash and recycling enclosure and an elevation view of the enclosure must be provided to the Planning and Building Safety Department for review and approval before the City issues building permits.
10. Ground level mechanical equipment, refuse collectors, storage tanks, monitoring wells, generators, and other similar facilities must be screened from view with dense landscaping and walls of materials and finishes compatible with the Hotel and any ancillary buildings.

11. Exterior lighting must be designed to minimize off-site glare.

12. The building must be designed to comply with the ESMC standards for the attenuation of interior noise.

13. Before the City issues a Certificate of Occupancy the applicant must provide the Planning and Building Safety Department a status report on the Leadership in Energy and Environmental Design (LEED) certification process that includes the GBCI scorecard. The Director of Planning and Building Safety will determine if the items identified on the scorecard and report, show a good faith effort to obtain LEED certification and warrant release of this condition. Within one month of receiving LEED certification, the applicant must furnish proof of certification to the Planning and Building Safety Department.

14. Before the City issues Certificate of Occupancy, the applicant must submit a reciprocal access agreement for joint use of the driveway entrance and drive aisle at Continental Boulevard and El Segundo Boulevard to the Planning Department for review and approval by the Director of Planning and Building Safety. The reciprocal access agreement must be reviewed and approved as to form by the Director of Planning and Building Safety and City Attorney before recordation. The applicant must pay for all fees incurred by the City as a result of the City Attorney's review of the Reciprocal Access Agreement before the City issues a Certificate of Occupancy. The reciprocal access agreement must be recorded before the City issues a Certificate of Occupancy.

15. Before the City issues a Certificate of Occupancy, the applicant must submit a parking covenant to allow the use of 50 off-site parking spaces located at 101 North Continental Boulevard for review and approval by the Planning and Building Safety Director. The parking covenant must be reviewed and approved as to form by the Planning and Building Safety Director and City Attorney before recordation. The applicant must pay for all fees incurred by the City as a result of the City Attorney's review of the Parking Covenant before the City issues a Certificate of Occupancy. The parking covenant must be recorded before the City issues a Certificate of Occupancy.

16. The applicant agrees to contribute $75,000 to the City Recreation and Parks Department for capital improvement projects that will benefit children. One-half of the award must be paid before building permits are issued and the remaining one-half must be paid at issuance of Certificate of Occupancy.
Building Division Conditions

17. Before building permits are issued, the applicant must submit a geotechnical/soils report, along with an associated grading plan that addresses the current code to the Planning and Building Safety Department for review and approval.

18. Before grading permits are issued, the applicant must submit a soils report to the Planning and Building Safety Department for review and approval.

19. Before grading permits are issued, the applicant must submit a grading plan to the Planning and Building Safety Department for review and approval. Before building permits are issued, plans must show conformance with the 2007 California Building Code, 2007 California Mechanical Code, 2007 California Plumbing Code, 2007 California Electrical Code, and 2007 California Energy Code, all as adopted by the ESMC with local amendments if submitted to the City for plan check before January 1, 2011. If submitted to the City for plan check after January 1, 2011, then the plans must conform to the 2010 California Building Code.

20. Before building permits are issued, plans must show compliance with accessibility requirements per Chapter 11 of the 2007 California Building Code, as adopted by the ESMC, or per the 2010 California Building Code if plans are submitted to the City for plan check after January 1, 2011.

21. The applicant must provide a complete pool enclosure that encompasses the pool, per 2007 California Building Code § 3118B1, as adopted by the ESMC, or per the 2010 California Building Code if plans are submitted to the City for plan check after January 1, 2011.

22. The applicant must provide a disabled access lift to access the pool per 2007 California Building Code §§ 1104B.4.3 and 1117B.4, as adopted by the ESMC, or per the 2010 California Building Code if plans are submitted to the City for plan check after January 1, 2011.

23. At least one stairway must access the roof 2007 California Building Code § 1009.11 or per the 2010 California Building Code if plans are submitted to the City for plan check after January 1, 2011.

Fire Department Conditions

24. The project must comply with all applicable requirements in the 2007 California Building and Fire Codes, and the 2006 International Fire Code as adopted by the ESMC and El Segundo Fire Department regulations. If the plans are submitted to the City for plan check after January 1, 2011, the project must comply with the 2010 California Building and Fire Codes and the 2009 International Fire Code.
25. Construction of the hotel restaurant must include installation of a grease interceptor capable of removing fats, oils, and grease from the kitchen waste stream. If the Los Angeles County Health Department determines that the food preparation area does not require the installation of grease interceptors, then this condition will not be required.

26. Construction activities must include a storm water pollution prevention plan addressing non-storm water run-off, debris removal, track-out and protection of storm water system.

27. Any diesel-powered generators must be approved by the Fire Department, Environmental Safety Division, and provide for secondary containment, placarding, spill detection and prevention. Underground tanks require additional environmental monitoring requirements.

28. Provide an inventory of chemicals used for laundry, pool or house cleaning that may be in 55-gallon drums or cylinders.

Public Works Department Conditions

29. All onsite utilities including without limitation, water, electricity, gas, sewer and storm drains, must be installed underground. Contact Southern California Edison for required service and underground requirements (Mr. John Deng at (310) 783-9305).

30. Before the City issues a Certificate of Occupancy, the applicant must ensure that all curb, gutters, A.C. pavement and driveway aprons fronting Continental Boulevard will be replaced as required by the Public Works Department.

31. Before the City issues a Certificate of Occupancy, all damaged or off-grade curb, sidewalk and pavement must be removed and replaced as required by the Public Works Department.

32. The applicant must ensure that encroachment permits are secured from the Public Works Department before commencing any work in the public right-of-way.

33. The project must comply with the latest National Pollution Discharge Elimination System (NPDES) requirements and provide Best Management Practices (BMPs) for sediment control, construction material control and erosion control.

34. Before the City issues a building permit, the location and sizes of all proposed water meters must be approved by the City’s Water Division.
35. Before the City issues a building permit, the applicant must clean and inspect (via remote TV camera) the project sewer lateral. If found impaired, the applicant is responsible for the replacement of the lateral.

36. A registered civil engineer must provide storm (hydrologic and hydraulic) calculations for appropriate storm drain facilities to control on-site drainage and mitigate off-site impacts, as follows, subject to review and approval from the Public Works Department:

   o The design must follow the criteria contained in both the Los Angeles County Department of Public Works Hydrology Manual 2006 and Standard Urban Storm Water Mitigation Plan or most recent editions. Flows must remain in their historical drainage pattern so as not to impact neighboring properties.

   o New development must not increase the rate of flow (cubic feet per second) or velocity (feet per second) of site run-off water to any off-site drainage areas beyond the measured or calculated pre-project rate and velocity.

37. Construction related parking will be allowed through agreement with the 101 North Continental Boulevard property owner. Permission must be granted in writing and submitted to the Public Works Department at the time of plan check.

38. All record drawings (as-built drawings) and supporting documentation must be submitted to the Public Works Department before scheduling the project’s final inspection.

**Police Department Conditions**

39. Before the City issues a building permit, the applicant must submit a photometric light study to the Police Department for review and approval. A site plan must be provided showing buildings, parking areas, walkways, and the point-by-point photometric calculation of the required light levels. Foot candles must be measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum. The photometric study must be point-by-point and include the light loss factor (.7). Lighting levels must be adjusted to meet the minimum foot candle requirements within each area of the site. All interior or exterior corridors, passageways and pedestrian walkways and open parking lot shall be illuminated at all times with a minimum maintained one foot-candle of light on the walking surface.

40. A schematic plan of the security camera system must be submitted and approved by the El Segundo Police Department before the City issues a building permit, and must be included as a page in the stamped approved set of plans.
41. Lighting devices must be enclosed and protected by weather and vandal resistant covers.

42. Stairways must be illuminated with a minimum maintained one foot-candle of light on all landings and stair treads at all times.

43. Recessed areas of building or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, must be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This requirement applies to defined recessed areas which are within six feet of the edge of a designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping a minimum of two feet in height.

44. All types of exterior doors must be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light measured within a five-foot radius on each side of the door at ground level. The light source must be controlled by a photocell device or a time-clock with an astronomical clock feature and capable of operating during a power outage.

45. The addressing, open parking lot and trash dumpster must be illuminated with a maintained minimum of one foot-candle of light on the ground surface during hours of darkness.

46. Street addressing must be a minimum of 6 inches high and must be visible from the street or driving surface, of contrasting color to the background and illuminated during hours of darkness. Addressing must also be shown on plan elevations.

47. A total of 5 to 7 interior cameras and 6 to 7 exterior cameras must be installed as generally shown on the First Floor Plan submitted by Cambria and dated February 16, 2010. Security cameras must be placed to monitor and record cash handling/counting areas, the safe, access doors.

48. Cameras, especially those viewing customers as they enter the hotel or stand at cash stations, must be placed to capture the individual from the waist to the top of the head straight on. Cameras must also be situated low enough so that caps/hats or other disguises will not obstruct the view of the individual's face.

49. Security camera recordings must be made available to law enforcement agencies for investigation purposes upon request.

50. Monitor and recording equipment must be stored in a secure area.

51. Landscaping cannot be planted so as to obscure required monitoring and recording equipment.
52. All security cameras must be in color; recording equipment must be digital and have a minimum 30 day storage.

53. A safe must be installed in the building and be equipped with suitable anchors in concrete blocks.

54. Delivery doors, cash handling room doors, and any other room identified by the El Segundo Police Department must be equipped with a wide angle (190-200 degree) door viewer, not to be mounted more than 58 inches from the bottom of the door.

55. Before building permits are issued, the Police Department must approve the height of where security cameras are mounted.

56. All landscaping must be low profile around perimeter fencing, windows, doors and entryways so as not to limit visibility or provide climbing access. Dense bushes cannot be clumped together in a manner that provides easy concealment.

57. All single swing and double swing pedestrian doors must be secured with a deadbolt lock and utilize an electronic access control system.

58. Stairwell doors exiting onto the street must have a minimum 100-square inch vision panel, with a minimum five inch width, to provide visibility into the area being entered. Vision panels must meet the requirements of the California Building Code, as adopted by the ESMC. Vision panels shall preclude manipulation of the interior locking device from the exterior.

59. Interior stairwell doors must have glazing panels a minimum of five inches wide and 20 inches in height and meet the requirements of the Uniform Building Code, as adopted by the ESMC. Guest rooms must have a deadbolt lock, a secondary security latch and a wide angle (190-200 degree) door viewer, not to be mounted more than 58 inches from the bottom of the door.

60. Exterior mounted ladders are prohibited except: (1) ladders with a minimum 1/8 inch thick steel plate, securely attached to the ladders edge on each side, and extending to within two inches of the wall for a height of ten feet above ground level. A door and cover must be securely attached to the front of the ladder, and be constructed of minimum 1/8-inch steel, extending from ground level to at least ten feet high. The ladder must have non-removable hinge pins and be locked securely against the side wall by a locking mechanism with a minimum five pin tumbler operation; or (2) the bottom of the ladder must begin ten feet above the ground surface.

61. All pool entrances must be posted with “No Trespassing” signs.
62. Any pool restroom and shower doors must have access control as reviewed and approved by the El Segundo Police Department.

63. Exterior gates leading to the pool must be secured by electronic access control.

**Construction Conditions**

64. Before any construction occurs the perimeter of the property must be fenced with a minimum 6-foot high fence. The fence must be covered with a material approved by the Planning and Building Safety Department to prevent dust from leaving the site.

65. Public sidewalks must remain open at all times.

66. All haul trucks hauling soil, sand, and other loose materials must either be covered or maintain two feet of freeboard.

67. NOx emissions during construction must be reduced by limiting the operation of heavy-duty construction equipment to no more than 5 pieces of equipment at any one time.

68. Staging of construction vehicles and vehicle entry and egress to the site must be approved by the Public Works Department. Temporary construction driveways must be approved by the Public Works Department. Temporary construction driveways must be removed before the City issues a certificate of occupancy.

69. Construction vehicles cannot use any route except the City’s designated Truck Routes.

70. The applicant must develop and implement a construction management plan, as approved by the Public Works Department, which includes the following measures recommended by the SCAQMD:

   A. Configure construction parking to minimize traffic interference.
   B. Provide temporary traffic controls during all phases of construction activities to maintain traffic flow (e.g., flag person).
   C. Re-route construction trucks away from congested streets.
   D. Maintain equipment and vehicles engines in good condition and in proper tune as per manufacturer’s specifications and per SCAQMD rules, to minimize dust emissions.
   E. Suspend use of all construction equipment during second stage smog alerts. Contact SCAQMD at (800) 242-4022 for daily forecasts.
   F. Use electricity from temporary power poles rather than temporary diesel or gasoline-powered generators.
G. Diesel-powered equipment such as booster pumps or generators should be replaced by electric equipment, if feasible.
H. Catalytic converters must be installed, if feasible.
I. Equipment must be equipped with two-to-four-degree engine time retard or pre-combustion chamber engines.
J. Use methanol or natural gas powered mobile equipment and pile drivers instead of diesel if readily available at competitive prices.
K. Use propane or butane powered on-site mobile equipment instead of gasoline if readily available at competitive prices.

71. During construction and operations, all waste must be disposed in accordance with all applicable laws and regulations. Toxic wastes must be discarded at a licensed, regulated disposal site by a licensed waste hauler.

72. All leaks, drips and spills occurring during construction must be cleaned up promptly and in compliance with all applicable laws and regulations to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.

73. If materials spills occur, they must be cleaned up in a way that will not affect the storm drain system.

74. The project must comply with ESMC Chapter 5-4, which establishes storm water and urban pollution controls.

75. Before anticipated rainfall, construction dumpsters must be covered with tarps or plastic sheeting.

76. Inspections of the project site before and after storm events must be conducted to determine whether Best Management Practices have been implemented to reduce pollutant loadings identified in the Storm Water Prevention Plan.

77. The owner or contractor must conduct daily street sweeping and truck wheel cleaning to prevent dirt in the storm drain system.

78. Storm drain system must be safeguarded at all times during construction.

79. All diesel equipment must be operated with closed engine doors and must be equipped with factory-recommended mufflers.

80. Electrical power must be used to run air compressors and similar power tools.

81. The applicant must provide a telephone number for local residents to call to submit complaints associated with the construction noise. The number must be posted on the project site and must be easily viewed from adjacent public areas.
82. During construction, the contractor must store and maintain equipment as far as possible from adjacent residential property locations northwest of the site.

83. As stated in ESMC Chapter 7-2, construction related noise is restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Saturday, and prohibited at anytime on Sunday or a Federal holiday.

Service Fee Conditions

84. Pursuant to ESMC §§ 15-27A-1, et seq., and before building permits are issued, the applicant must pay a one-time library services mitigation fee in accordance with Section 6.2 of the Development Agreement. The fee amount must be based upon the adopted fee at the time the building permit is issued.

85. Pursuant to ESMC §§ 15-27A-1, et seq., and before building permits are issued, the applicant must pay a one-time fire services mitigation fee in accordance with Section 6.2 of the Development Agreement. The fee amount must be based upon the adopted fee at the time the building permit is issued.

86. Pursuant to ESMC §§ 15-27A-1, et seq., and before building permits are issued, the applicant must pay a one-time police services mitigation fee in accordance with Section 6.2 of the Development Agreement. The fee amount must be based upon the adopted fee at the time the building permit is issued.

87. Before building permits are issued, the applicant must pay the required sewer connection fees (as specified in ESMC Title 12-3).

88. Pursuant to ESMC §§ 15-27A-1, et seq., and before the City issues a certificate of occupancy, the applicant must pay a one time traffic mitigation fee in accordance with Section 6.2 of the Development Agreement. The fee amount must be based upon the adopted fee at the time the building permit is issued.

89. Before building permits are issued, the applicant must pay the required School Fees. This condition does not limit the applicant's ability to appeal or protest the payment of these fees to the school districts(s).

Miscellaneous

90. JF El Segundo Owner, LLC, agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Environmental Assessment No. 844, General Plan Amendment No. 09-02, Specific Plan No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Development Agreement No. 09-02, and Administrative Use Permit No. 09-06. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out
of the City approval of Environmental Assessment No. 844, JF El Segundo Owner, LLC., agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of El Segundo's elected officials, appointed officials, officers, and employees.

By signing this document, Richard Mielbye on behalf of JF El Segundo Owner, LLC., certifies that they have read, understood, and agree to the Project Conditions listed in this document.

______________________________
Richard Mielbye, Vice President - Secretary
JF El Segundo Owner, LLC
ORDINANCE NO. ___

AN ORDINANCE APPROVING ZONE CHANGE NO. 09-02, ZONE TEXT AMENDMENT NO. 09-04, SPECIFIC PLAN NO. 09-02, AND DEVELOPMENT AGREEMENT NO. 09-03, ADDING EI SEGUNDO MUNICIPAL CODE (ESMC) § 15-3-2(A)(6) AND AMENDING ESMC §§ 15-3-2(A) AND 15-3-1 FOR THE 199 NORTH CONTINENTAL BOULEVARD SITE REZONING AND 199 NORTH CONTINENTAL BOULEVARD SPECIFIC PLAN PROJECT.

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

SECTION 1: The City Council finds and declares that:

A. On December 1, 2009, JF El Segundo Owner, LLC, filed an application for an Environmental Assessment (EA No. 844), General Plan Amendment No. 09-02, Zone Change No. 09-02, Zone Text Amendment No. 09-04, Specific Plan No. 09-02, Development Agreement No. 09-03, and Administrative Use Permit No. 09-06 to re-designate and rezone an approximately 1.75 acre property at 199 North Continental Boulevard from Corporate Office (CO) Zone to 199 North Continental Boulevard Specific Plan (NCBSP) to allow construction of a six-story, 71,005 square-foot hotel with 152 rooms;

B. The applications from the JF El Segundo Owner, LLC, were reviewed by the City of El Segundo Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

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

D. An Addendum to the Initial Study/Mitigated Negative Declaration for EA No. 773 (approved by the El Segundo Planning Commission on September 25, 2008) was prepared pursuant to the requirements of CEQA Guidelines § 15164. Pursuant to CEQA, the Addendum need not be circulated for public review (CEQA § 15164(c)) however, an addendum is to be considered by the decision-making body before to making a decision on the project (CEQA § 15164(d));

080
E. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for March 18, 2010. Following the March 18th public hearing, the Planning Commission recommended that the City Council adopt this Ordinance;

F. On April 6, 2010 the City Council held a public hearing and considered the information provided by City staff, public testimony and the applicant, JF El Segundo Owner, LLC; and

G. This Ordinance and its findings are made based upon testimony and evidence presented to the Council at its April 6, 2010 hearing including, without limitation, the staff report submitted by the Department of Planning and Building Safety.

SECTION 2: Factual Findings and Conclusions. The City Council finds and declares that the factual findings and conclusions set forth in Resolution No.____, adopted on April 6, 2010, are incorporated as if fully set forth.

SECTION 3: Zone Change Findings.

A. Based on the factual findings of this Ordinance, the proposed Zone Change is necessary to carry out the proposed project because the proposed General Plan Amendment would change the land use classification of the project site from Corporate Office (CO) to 199 North Continental Boulevard Specific Plan (NCBSP). The proposed Zone Change is necessary to maintain consistency with the proposed General Plan land uses designation of 199 North Continental Boulevard Specific Plan.

B. ESMC Title 15 is intended to be the primary tool for implementing the goals, objectives and policies of the El Segundo General Plan. The zone change will maintain consistency with the proposed change in General Plan land use designation to 199 North Continental Boulevard Specific Plan and is also consistent with the following General Plan goals, objectives and policies discussed in Section 4 of Resolution No.____, adopted on April 6, 2010, which is incorporated as if fully set forth:

1. Land Use Element Policy LU4-1.2 "all commercial facilities shall be built and maintained in accordance with Health and Safety Code requirements and shall meet seismic safety regulations and environmental regulations."
2. Land Use Element Objective LU4-4 to “provide areas where development has the flexibility to mix uses, in an effort to provide synergistic relationships which have the potential to maximize economic benefit, reduce traffic impacts, and encourage pedestrian environments.”

3. Land Use Element Policy LU4-3.6 to “require landscaping, its maintenance, and permanent upkeep in all new office and mixed-use developments.”

4. Land Use Element Policy LU5-2.2 that “all outdoor storage shall be properly screened by masonry walls and landscaping.”

5. Land Use Element Policy LU7-1.2 in that “no new development shall be allowed unless adequate public facilities are in place or provided for.”

6. Circulation Element Objective C1-1 to “provide a roadway system that accommodates the City’s existing and projected land use and circulation needs.”

7. Circulation Element Policy C1-1.2 to “pursue implementation of all Circulation Element policies such that all Master Plan roadways are upgraded and maintained at acceptable levels of service.”

8. Circulation Element Policy C1-1.5 to “implement roadway and intersection upgrades to full Circulation Element standards when needed to improve traffic operating conditions and to serve development.”

9. Circulation Element Policy C1-1.14 to “require a full evaluation of potential traffic impacts associated with proposed new development prior to project approval. Further, require the implementation of appropriate mitigation measures prior to, or in conjunction with, project development. Mitigation measures may include new roadway links on segments that would connect the new development to the existing roadway system, intersection improvements, and other measures. Mitigation measures shall be provided by or paid for by the project developer.”

10. Circulation Element Policy C1-3.2 to “ensure that the development review process incorporates consideration of off-street commercial loading requirements for all new projects.”
11. Circulation Element Policy C2-1.3 to “encourage new developments in the City to participate in the development of the citywide system of pedestrian walkways and require participation funded by the project developer where appropriate.”

12. Circulation Element Policy C2-1.4 to “ensure the installation of sidewalks on all future arterial widening or new construction projects, to establish a continuous and convenient link for pedestrians.”

13. Circulation Element Policy 3-1.1 to “require all new development to mitigate project-related impacts on the existing and future circulation system such that all Master Plan roadways and intersections are upgraded and maintained at acceptable levels of service through implementation of all applicable Circulation Element policies. Mitigation measures shall be provided by or paid for by the project developer.”

14. Circulation Element Policy C3-1.8 to “require the provision of adequate pedestrian and bicycle access for new development projects through the development review process.”

15. Circulation Element Policy C3-2.1 to “ensure the provision of sufficient on-site parking in all new development.”

SECTION 4: Zone Text Amendment Findings. Based on the factual findings of this Ordinance, the proposed Zone Text Amendment is necessary to carry out the proposed project to create the proposed 199 North Continental Boulevard Specific Plan (NCBSP) Zone, which would allow commercial development of the project site. Without an amendment to the ESMC, the current zoning would not permit a hotel development with a 0.92 Floor Area Ratio (FAR). An amendment to ESMC § 15-3-2(A) to create the 199 North Continental Boulevard Specific Plan (NCBSP) is necessary for consistency with the General Plan. Additionally, an amendment to ESMC § 15-3-1 to list the 199 North Continental Boulevard Specific Plan (NCBSP) Zone as a zoning classification with the City is necessary for consistency with the General Plan.

SECTION 5: Specific Plan Findings.

A. Based on the factual findings of this Ordinance, the proposed creation of the 199 North Continental Boulevard Specific Plan (NCBSP), which would allow commercial development of the project site, is necessary to carry out the proposed project. Without an amendment to the ESMC, the current zoning would not permit a hotel development with a 0.92 Floor Area Ratio (FAR). An
amendment to ESMC § 15-3-2(A) to create the 199 North Continental Boulevard Specific Plan (NCBSP) is necessary for consistency with the General Plan. Additionally, an amendment to ESMC § 15-3-1 to list the 199 North Continental Boulevard Specific Plan (NCBSP) Zone as a zoning classification with the City is necessary for consistency with the General Plan. The General Plan Land Use Designation of the project site is 199 North Continental Boulevard Specific Plan (NCBSP). This designation is for hotels not to exceed 0.92 floor area ratio (FAR), and general office, research and development, restaurants and cafés, medical-dental offices, not to exceed 0.80 floor area ratio (FAR).

SECTION 6: Development Agreement Findings. Pursuant to City Council Resolution No. 3268, adopted June 26, 1984, the City Council finds that:

A. The project is consistent with the objectives, policies, general land uses, and programs specified in the general plan and any applicable specific plan. The Development Agreement would provide the following public benefits in exchange for valuable development rights (eight-year entitlement):

1. Development of a property that is currently vacant and underutilized.
2. Increasing and further stabilizing the City’s tax base through development of a new hotel.
3. Increase in employment opportunities for the City’s residents.
4. Increasing City revenues through the generation of taxes that outweigh the City cost of services.
5. Development of a project that is consistent with the Elements of the General Plan.
7. Improvements to roadways and intersections in the project vicinity.
8. Contribution of $75,000 to the Recreation and Parks Department for capital improvement projects that will benefit children.
9. Contribution of $19,881.40 in police, fire, and library mitigation fees to offset the impacts of the project on public services, or such amount as may be required when the City issues certificates of occupancy.
10. Contribution of $217,940.00 in traffic impact mitigation fees (Zone 1 $2,564 per PM peak trip) traffic impact mitigation fees to offset the impacts of the project on public roadway infrastructure, or such amount as may be required when the City issues certificates of occupancy.
B. The project is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located. The proposed project includes a new land use designation and zoning classification, which establishes the permitted uses and development standards that would apply to the project. These uses and development standards are similar and compatible with the other commercially zoned districts in the City.

C. The project will not be detrimental to the health, safety and general welfare. The proposed project will not create any negative environmental impacts. The mitigation measures listed in the mitigated negative declaration are sufficient to reduce all identified environmental impacts to less than significant levels.

D. The project will not adversely affect the orderly development of property or the preservation of property values. The proposed 199 North Continental Boulevard Specific Plan development standards and development agreement will ensure that the project will be developed in an orderly fashion. All mitigation measures will be implemented at the time and place impacts occur.

SECTION 7: Approvals.

A. The City Council adds ESMC § 15-3-2(A)(6) to read as follows:

"6. 199 North Continental Boulevard Specific Plan

There is one zone intended to be used within the boundaries of the 199 North Continental Boulevard Specific Plan. The zone is:

NCBSP - 199 North Continental Boulevard Specific Plan"

B. The City Council amends the current Zoning Map to reflect a change of the Project area which is bounded by and fronts on North Continental Boulevard to the east; 101 North Continental Boulevard to the south and west, and 201 North Continental Boulevard to the north from Corporate Office (CO) to 199 North Continental Boulevard Specific Plan. The corresponding changes to the Zoning Map as set forth in attached Exhibit "A," which is incorporated into this Ordinance by reference.

C. The City Council adopts the 199 North Continental Boulevard Specific Plan, as set forth in attached Exhibit "B," which is incorporated into this Ordinance by reference.
D. The City Council adopts the Development Agreement by and between the City of El Segundo, and JF EL Segundo Owner, LLC, as set forth in attached Exhibit "C," which is incorporated into this Ordinance by reference.

SECTION 8: Environmental Assessment. Resolution No. ____ adopted an Addendum to previously adopted Initial Study/Mitigated Negative Declaration (IS/MND) for this Project which, among other things, properly assesses the environmental impact of this Ordinance, and the Project, in accordance with CEQA. This Ordinance incorporates by reference the environmental findings and analysis set forth in Resolution No. ____.

SECTION 9: Repeal or amendment of any provision of the ESMC will not affect any penalty, forfeiture, or liability incurred before or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 10: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 11: 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 12: Effective Date. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this 6th day of April 2010.

__________________________________________
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 6th day of April 2010, 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 20th day of April 2010, 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
Proposed Change to 199 N Continental Blvd Specific Plan

199 North Continental Boulevard
Proposed Zone Change
Zoning Map
199 North Continental Boulevard
Specific Plan

Prepared for:
JF El Segundo Owner, LLC

By
The City Of El Segundo

March 2010

CITY COUNCIL
ORDINANCE EXHIBIT B
199 North Continental Boulevard Specific Plan

Specific Plan No. 09-02
El Segundo, California

Applicant
JF El Segundo Owner, LLC

Prepared By
Trayci Nelson
City Of El Segundo
Department Of Planning And Building Safety

March 2010
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1.0 SUMMARY

This Specific Plan has been prepared to allow flexibility in the development of a hotel or development of other uses consistent with the adjacent zoning district. The 199 North Continental Boulevard Specific Plan provides detailed text and exhibits which describes the hotel project and the improvements that are envisioned to occur within the project. The Specific Plan will guide the build-out of the project site in a manner that is consistent with City and State policies and standards and ensures that the project is developed in a coordinated manner.

1.1 PURPOSE AND AUTHORITY

The purpose of this Plan is to provide a foundation for the proposed land uses on the subject property through the application of regulations, standards and design guidelines. The 199 North Continental Boulevard Specific Plan provides text and exhibits which describe the proposed land uses and associated guidelines.

This Specific Plan must be adopted in accordance with the provisions of Government Code §§ 65450 through 65457, which grants local governments authority to prepare Specific Plans of development for any area regulated by a General Plan.

Government Code §§ 65450 through 65454 establishes the authority to adopt a Specific Plan, identifies the required contents of a Specific Plan, and mandates consistency with the General Plan.

According to Government Code § 65450, a Specific Plan must include text and a diagram or diagrams which specify all of the following in detail:

- The distribution, location, and extent of the uses of land, including open space within the area covered by the plan.
- The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the land area covered by the plan and needed to support the land uses described in the plan.

- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the above items.
- A discussion of the relationship of the Specific Plan to the General Plan.

A thorough review of the El Segundo General Plan shows that this Specific Plan is compatible and consistent with the goals and policies outlined in the General Plan. This Specific Plan will further the goals and policies of the General Plan.

This Specific Plan was prepared to provide the essential relationship between the policies of the El Segundo General Plan and actual development in the project area. By functioning as a regulatory document, the 199 North Continental Boulevard Specific Plan provides a means of implementing and detailing the City of El Segundo's General Plan. All future development plans and entitlements within the Specific Plan boundaries must be consistent with the standards set forth in this document.
1.2 PROJECT HISTORY

On September 25, 2008, the El Segundo Planning Commission approved Environmental Assessment No. EA 733 and Conditional Use Permit No. 07-07 to allow construction of a six-story, 61,104 square-foot hotel on a 1.75 acre site located at 101 Continental Boulevard (new address of 199 North Continental Boulevard), at the northwest corner of El Segundo Boulevard and Continental Boulevard, immediately north and adjacent to the Northrop Tower (formerly the Xerox Tower). The Hotel (Aloft Hotel) was approved for a total of 167 rooms at a maximum FAR of 0.80 as permitted in the Corporate Office Zone.

In August 2009, JF El Segundo Owner, LLC, submitted a new project requesting minor modifications to the original approval.

1.3 PROJECT DESCRIPTION

The 1.75 acre 199 North Continental Boulevard Specific Plan area is paved with parking and was originally part of a larger 10.58 acre site which included the 101 Continental Boulevard property. A lot line adjustment created the 1.75 acre plan area. The project consists of a 71,005 square foot, 152-room hotel with a 0.92 FAR; essentially a slightly larger hotel with a smaller footprint and overall building mass.

The revised project is similar to the original project and has some additional benefits: (1) the project generates fewer vehicle trips; (2) provides more favorable economic development; and (3) provides better hotel amenities. This Specific Plan implements the desire to support the revised project with an FAR in excess of that permitted by the Corporate Office (CO) Zone. A comparison is shown in Table 1; differences are highlighted in bold text.

<table>
<thead>
<tr>
<th>Project Item</th>
<th>Approved Aloft Hotel</th>
<th>Proposed Cambria Suites</th>
<th>Change</th>
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<tbody>
<tr>
<td>Project Description</td>
<td>Construct a six-story, 61,104 square-foot hotel</td>
<td>Construct a six-story, 71,005 square-foot hotel</td>
<td>+ 9,901 S.F.</td>
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<td>Parcel Size</td>
<td>1.75 acre site (76,370 square feet)</td>
<td>1.75 acre site (76,370 square feet)</td>
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<td>FAR (Max for the CO Zone, 0.80:1)</td>
<td>0.80:1</td>
<td>0.92:1</td>
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<tr>
<td>Total Rooms</td>
<td>167 Rooms</td>
<td>152 Rooms</td>
<td>- 15 Rooms</td>
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<tr>
<td>Room Size</td>
<td>304 Square-feet</td>
<td>344 Square-feet</td>
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<tr>
<td>Fitness Area</td>
<td>579 Square-feet</td>
<td>1,257 Square-feet</td>
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<td>Conference Rooms/ Meeting Rooms</td>
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<td>3 Conference Rooms @ 1,307 Square-feet total</td>
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<td>Restaurant/ Bar</td>
<td>1,059 S.F.</td>
<td>1,625 S.F.</td>
<td>+566 S.F.</td>
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<tr>
<td>Parking @ 1 each first 100 rooms &amp; ¾ for each of the next 100 rooms possible</td>
<td>150 plus 2 loading spaces</td>
<td>139 parking spaces plus 2 loading spaces (-11 Parking spaces)</td>
<td>-11</td>
</tr>
<tr>
<td>Public Benefit</td>
<td>N/A</td>
<td>LEED Certified Bldg. &amp; $75,000 contribution to public park/ recreation capital improvement project (to benefit children)</td>
<td>As noted</td>
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</table>

Figure 1 Cambria Suites Hotel
1.4 CEQA COMPLIANCE

Under the original proposal (Aloft Hotel), the El Segundo Planning Commission adopted an Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to CEQA § 15070. Since the project underwent minor modifications, the City prepared an addendum to the original IS/MND. Pursuant to CEQA, an addendum to an adopted Negative Declaration or Mitigated Negative Declaration is needed if minor technical changes or modifications to the proposed project occur (CEQA Guidelines § 15164) and only if those minor changes do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The addendum need not be circulated for public review (CEQA guidelines § 15164[c]); however, an addendum must be considered by the decision-making body before making a decision on the project (CEQA Guidelines § 15164[d]).

An addendum for the revised Project was prepared and found that the project revisions do not result in significant modifications. Thus, the Initial Study/Mitigated Negative Declaration prepared for the previously approved project located on this same site, with addendum, will serve as the CEQA documentation for the 199 North Continental Boulevard Specific Plan. This environmental review is also applicable to future hotel development projects that are processed in conformance with this Specific Plan, thus requiring no further environmental documentation as noted in Sections 15162 of the State CEQA Guidelines.

The document establishes the following development thresholds shown in Table 2 below.

<table>
<thead>
<tr>
<th>IS/MND Addendum</th>
<th>Gross Floor Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel</td>
<td>71,005 with a 0.92 floor area ratio (FAR)</td>
</tr>
<tr>
<td>All other permitted uses allowed by the 199 North Continental Boulevard Specific Plan</td>
<td>As determined by the 0.80 floor area ratio (FAR)</td>
</tr>
</tbody>
</table>

The Addendum to the Mitigated Negative Declaration analyzes the effects of a 71,005 square-foot hotel development with a 0.92 FAR. All other development within the Specific Plan area is subject to the requirements of the California Environmental Quality Act.

1.5 CURRENT GENERAL PLAN AND ZONING

The El Segundo General Plan land use classification and the zoning district designate the property as Corporate Office. This designation is intended to allow for general office and hotel uses and a mixture of food-serving uses with limited retail uses.
The 1.75 acre project site slopes gently west and varies in elevation from approximately 117 feet to 134 feet above mean sea level, from west to east.

Locally, the project site is located on the northwest corner of El Segundo Boulevard and Continental Boulevard, immediately north of and adjacent to a 16-story office tower currently occupied by Northrop Grumman. Various commercial, hotel, general office, light industrial uses, and associated parking lots surround the site.
2.2 Circulation

Access to the Specific Plan area will be via two driveways. Primary access would be from Continental Boulevard and secondary access would be from El Segundo Boulevard. A reciprocal access agreement is in place with the adjacent office tower for shared driveway access. Additionally, the existing westbound through lane at the intersection of El Segundo Boulevard and Continental Boulevard must be re-striped and converted to a right-turn only lane with signage.

2.3 Utilities and Infrastructure

A. Water Service
Water service is provided by the City Of El Segundo Public Works Department, Water Division and is currently available within the Specific Plan Area. A 16-inch water line is available for use within Continental Boulevard located immediately east of the site. Additionally, south of the site and along El Segundo Boulevard there are several water lines ranging from 12-inches to 24-inches and a 42-inch reclaimed water line. A 6-inch reclaimed water line is currently under construction on Continental Boulevard between El Segundo Boulevard and Grand Avenue. The construction is scheduled for completion in May 2010.

B. Sewer Service
Sewer service within the project area which is east of Sepulveda Boulevard is provided by the Los Angeles County Sanitation District. Service connections can be made to the existing 21-inch sewer line traversing Continental Boulevard via one of the 12-inch lateral connections.

C. Solid Waste Disposal
Solid waste disposal is provided to commercial and industrial users by a variety of private haulers. Development within the Plan area would contract with a provider. Landfill capacity is adequate for the assumed population and commercial growth within Los Angeles County. The 199 North Continental Boulevard Specific Plan would not exceed any assumptions for either population or commercial growth in the region.

D. Gas Service
Gas service is provided by Southern California Gas Company. There is an existing 6-inch gas line located within Continental Boulevard and a 12-inch and 20-inch line within El Segundo Boulevard.

E. Electric/Telephone and Cable Service
Electric service is provided by Southern California Edison via existing underground lines along Continental Boulevard and El Segundo Boulevard. Telephone service is provided by AT & T and Sprint via existing lines in adjacent streets and cable service is provided by Time Warner Cable.

F. Fire Suppression
The El Segundo Fire Department (ESFD) provides fire protection services and emergency medical service to the City. The Specific Plan area is approximately one-quarter mile(s) from the newly constructed Fire Station 2 which is located within the Corporate Campus Specific Plan project area. The provision of water for fire suppression is available from existing water lines via adjacent hydrants.

G. Drainage
On-site drainage must comply with National Pollution Discharge Elimination System (NPDES) requirements.

3.0 Land Use and Development Standards

The 199 North Continental Boulevard Specific Plan must be administered in accordance with the El Segundo Municipal Code ("ESMC"), except as noted herein.

A. Permitted Uses
The following uses are permitted in the 199 North Continental Boulevard Specific Plan:

1. Hotels not to exceed 0.92 FAR.
2. General offices.
4. Public uses, including, but not limited to fire and police stations, post offices and libraries.
5. Recreational facilities (public and private).
6. Research and development uses.
7. Restaurants and cafes.
8. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

B. Permitted Accessory Uses
1. Any use customarily incidental to a permitted use.
2. Cafes.
3. Limited support service retail uses.
4. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

C. Uses Subject to an Administrative Use Permit
1. The off-site sale of alcohol at limited support service retail establishments as an accessory use.
2. The on-site sale and consumption of alcohol at restaurants.
3. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

D. Prohibited Uses
The following uses are prohibited in the 199 North Continental Boulevard Specific Plan:

1. Drive-through restaurants.
2. Freight forwarding.
3. Helicopter landing facilities.
4. Service stations.
5. Video Arcades.

E. Site Development Standards
The 199 North Continental Boulevard Specific Plan standards apply to all uses in the Plan area. Where the Specific Plan does not regulate, new development must comply with the applicable sections of the ESMC. Otherwise, this Specific Plan regulates the primary development guidelines for the Specific Plan area.

The development standards of the Specific Plan are intended to be consistent with the adjacent Corporate Office (CO) Zone with the added flexibility to allow the development of a hotel use with a 0.92 floor area ratio.

2. Lot Area
The minimum lot area is 10,000 gross square feet.

3. Height
No building or structure can exceed two hundred feet (200').

4. Setbacks
a. Front Yard: twenty five feet (25') minimum
b. Side Yard: Fifteen feet (15') minimum, unless one of the following exists:
   i. If the side yard adjoins a dedicated street, a minimum of twenty five feet (25') must be provided;
   ii. If the side yard abuts a property with a different classification, the side yard setbacks must be the average of the two (2) side yard setbacks, but not less than ten feet (10').
c. Rear Yard: Ten feet (10'), unless one of the following conditions exists:
   i. If the rear yard adjoins an alley, dedicated street, public right of way, or if the primary access is through the rear yard, a minimum of twenty five feet (25') must be provided;
   ii. If the rear yard abuts a property with a different classification, the rear yard setbacks must be the average of the two (2) rear yard setbacks, but not less than ten feet (10').

5. Lot Frontage
Each Lot must have a minimum frontage on a street of one hundred feet (100').
6. Building Area/Floor Area Ratio (FAR)
   a. Hotels: The total net floor area of all buildings cannot exceed the total net square footage of the property multiplied by 0.92.

   b. Other Uses: The total net floor area of all buildings cannot exceed the total net square footage of the property multiplied by 0.80.

7. Walls and Fences
   All walls and fences must comply with the provisions of ESMC § 15-5E-7(G) and § 15-2-4. Decorative masonry, open work wrought iron and similar materials are permitted. The use of chain link and razor wire is prohibited.

8. Access
   All development projects must provide adequate access and facilities for various modes of transit. All development projects must comply with the City’s transportation demand management program, ESMC Chapter 15-16. In addition, all development projects must provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then pedestrian access must be provided between buildings.

9. Landscaping
   Landscaping must be provided as required by ESMC Chapters 10-2 and 15-2.

10. Off-Street Parking and Loading Spaces
    Off-street parking and loading spaces must be provided as required by ESMC Chapter 15-15.

11. Signs
    Signs located in the Specific Plan area must comply with the requirements of ESMC Chapter 15-18 except as follows:

    1. Not more that two off site monument signs are allowed: one at the El Segundo Boulevard entrance and one at the Continental Boulevard entrance. These two signs must comply with all other requirements of ESMC Chapter 15-18.

   F. Design Features for Hotels
   The following minimum features must be included in all hotels within the Plan area:

   1. Hotels must include a minimum of 1,000 square feet of meeting room space.

   2. Hotels must include a minimum of 1,000 square feet of indoor fitness facilities.

   3. Hotels must include outdoor recreational amenities, including a minimum of one of the following: pool, spa, tennis court, racquetball court, or similar recreational or athletic facilities, as approved by the Director of Planning and Building Safety.

   4. Hotels must include a restaurant or café for hotel patrons.

   G. Design Standards
   The following minimum design standards must be incorporated in all projects within the Plan area:

   1. All colors, textures, and materials on exterior elevation(s) must be coordinated to achieve a continuity of design.

   2. Exterior building materials and design must be contemporary in nature and compatible with developments in the vicinity.

   3. The buildings must have contrasting accent features that use at least two primary exterior building materials (including, without limitation, stucco, stone, rock, and brick) and/or two exterior colors.

   4. Building materials must be of non-reflective coatings and glazings and windows must use low-reflectivity glass.

   5. Plans must be reviewed and approved by the Director of Planning and Building Safety.
for compliance with the Design Standards specified in Section 3(G) of this Plan. If the Director finds that such plans are noncompliant, an applicant may appeal that decision in accordance with the ESMC.

H. Phasing

All development projects must be completed in one phase of construction.

4.0 IMPLEMENTATION AND ADMINISTRATION

A. Procedures

In order to implement the Specific Plan, review and approval of the following applications is required:

B. General Plan Amendment

A General Plan Amendment (GPA 09-02) is required to change the land use designation from Corporate Office (CO) to Specific Plan.

C. Specific Plan

The 199 North Continental Boulevard Specific Plan rezones the project area to Specific Plan and thereby establishes this Specific Plan (SP 09-02) as the regulatory document governing the development of the site. The Specific Plan requires Planning Commission recommendation to City Council.

D. Addendum to Mitigated Negative Declaration

An Addendum to the previously adopted Mitigated Negative Declaration must be considered by the decision-making body before making a decision on the project.

E. Zone Change and Zone Text Amendment

A Zone Change (ZC 09-02) to create the Specific Plan designation to replace the existing Corporate Office (CO) Zone designation and a Zone Text Amendment (ZTA 09-04) to add the 199 North Continental Boulevard Specific Plan to ESMC § 15-3-1 and 15-3-2 is required. Both require City Council approval.

F. Development Agreement

A Development Agreement (DA 09-03) is required.

4.1 GENERAL ADMINISTRATION

The 199 North Continental Boulevard Specific Plan must be administered and enforced by the City of El Segundo in accordance with the ESMC.

A. Administrative Determinations

Administrative Determinations must comply with ESMC Chapter 15-22.

B. Land Use Determinations

The Director of Planning and Building Safety may grant administrative determinations related to uses in accordance with ESMC Chapter 15-22.

4.2 RELATIONSHIP TO THE ESMC

This Specific Plan augments the development regulations and standards of the City of El Segundo's zoning regulations. When an issue, condition or situation occurs which is not covered or provided for in this Specific Plan, the zoning regulations that are most applicable to the issue, condition or situation apply. Therefore, the Corporate Office (CO) zoning would apply. This Specific Plan supersedes any conflict with ESMC zoning regulations.

4.3 AMENDMENT

In accordance with the Government Code §§ 65450-65457, Specific Plans must be prepared, adopted and amended in the same manner as General Plans except that Specific Plans may be adopted by resolution or by ordinance.

This plan may be amended as necessary in the same manner it was adopted, by ordinance. Said amendment or amendments do not require a concurrent General Plan amendment unless the Director of Planning and Building Safety determines
that the proposed amendment would substantially affect General Plan goals, policies, objectives or programs.
CITY COUNCIL ORDINANCE EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
CITY CLERK
CITY OF EL SEGUNDO
350 Main Street
El Segundo, California 90245

EXEMPT FROM RECORDER’S FEES
Pursuant to Government Code § 6103

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO AND
JF EL SEGUNDO OWNER, LLC

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

This Development Agreement (the "Agreement") is made and entered into by and between the CITY OF EL SEGUNDO, a municipal corporation ("City") and JF EL SEGUNDO OWNER, LLC, a Florida limited liability company ("Developer") and is operative as of the Effective Date. City and Developer are referred to hereinafter individually as "Party" and collectively as "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

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

1.1 Pursuant to Government Code §§ 65865, et seq., City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property for the development of such property.

1.2 Developer owns that certain 1.75 acre site located at 199 North Continental Boulevard as more specifically described in Exhibit "A" ("Property").

1.3 On September 25, 2008 the City approved Environmental Assessment No. EA-773 and Conditional Use Permit No. 07-07 to allow Developer to construct a six-story, 61,104 square-foot, 167-room Aloft hotel with a maximum FAR of .80 (the "Project").

1.4 City has approved an Addendum to the Mitigated Negative Declaration for Environmental Assessment No. 844 ("MND"); General Plan Amendment No. 09-02; 199 North Continental Boulevard Specific Plan No. 09-02; Zone Change No. 09-04; Zone Text Amendment No. 09-04; Administrative Use Permit 09-06, and this Agreement (Development Agreement No. 09-03) for Developer to build a hotel with a .92 FAR (collectively the "Project Approvals"). Developer’s application for the Project Approvals was deemed complete by the City on February 10, 2010 (collectively the "Project").

1.5 By this Agreement, City desires to obtain the binding agreement of Developer to develop the Property in accordance with the Project Approvals, Applicable Rules and this Agreement. In consideration thereof, City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement.

1.6 By this Agreement, Developer desires to obtain the binding agreement of City to permit the development of the Property in accordance with the Project Approvals, the Applicable Rules (as hereinafter defined) and this Agreement. In consideration thereof, Developer agrees to waive its rights, if any, to challenge legally the limitations on density and use imposed upon development of the Property under this Agreement.
1.7 City and Developer acknowledge and agree that the consideration that is to be exchanged pursuant to this Agreement is fair, just and reasonable and that this Agreement is consistent with the General Plan of City.

1.8 This Agreement is intended to provide flexible entitlements, within the parameters set forth herein and subject to the terms and conditions hereof, to meet the changing market demands that are likely to occur throughout the buildout of the Project.

1.9 The proposed Project uses are consistent with the City's General Plan, as amended, (the "General Plan").

1.10 By General Plan Amendment No. 09-02, development of the Project will further the comprehensive planning objectives contained within the General Plan, and will result in public benefits, including, among others, the following:

1.10.1 Fulfilling long-term economic and social goals for City and the community,

1.10.2 Providing fiscal benefits to City's general fund in terms of increased employment and utility, business license, property tax, transient occupancy tax, and other tax revenues, which are anticipated to exceed $2,500,000 as reflected in the below chart,

<table>
<thead>
<tr>
<th></th>
<th>Cambria Suites Hotel</th>
<th>Transient Occupancy Tax (&quot;Bed&quot; Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Guest Rooms - 152</td>
<td>8%</td>
</tr>
<tr>
<td>Calendar Year 1</td>
<td>Opening 5/1/2011</td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>60%</td>
<td></td>
</tr>
<tr>
<td>Average Daily Rate</td>
<td>$135</td>
<td></td>
</tr>
<tr>
<td>Revenue Per Available Room</td>
<td>$81</td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$2,954,880</td>
<td>$236,390</td>
</tr>
<tr>
<td>Year 2 (Full Year 2012)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>78%</td>
<td></td>
</tr>
<tr>
<td>Average Daily Rate</td>
<td>$146</td>
<td></td>
</tr>
<tr>
<td>Revenue Per Available Room</td>
<td>$114</td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$6,324,720</td>
<td>$505,978</td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>83%</td>
<td></td>
</tr>
<tr>
<td>Average Daily Rate</td>
<td>$155</td>
<td></td>
</tr>
<tr>
<td>Revenue Per Available Room</td>
<td>$129</td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$7,156,920</td>
<td>$572,554</td>
</tr>
<tr>
<td>Year 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>83%</td>
<td></td>
</tr>
<tr>
<td>Average Daily Rate</td>
<td>$160</td>
<td></td>
</tr>
</tbody>
</table>
1.10.3 Providing both short-term construction employment and long-term permanent employment within City as reflected in the below chart,

<table>
<thead>
<tr>
<th>Type</th>
<th>Jobs Created</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short-term Construction *</td>
<td>400</td>
</tr>
<tr>
<td>Long-term Permanent **</td>
<td>37</td>
</tr>
<tr>
<td><strong>Total Jobs Created</strong></td>
<td>437</td>
</tr>
</tbody>
</table>

**Breakdown**

* Short-term Construction
  Full-time jobs created for the duration (or a portion of) the construction process

<table>
<thead>
<tr>
<th>Type</th>
<th>Jobs Created</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time Contractors</td>
<td>150</td>
</tr>
<tr>
<td>Sub-Contractors</td>
<td>250</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>400</td>
</tr>
</tbody>
</table>

** Long-term Permanent
  Full-time jobs created on a permanent basis to operate hotel

**Staff Members**

<table>
<thead>
<tr>
<th>Type</th>
<th>Jobs Created</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Personnel</td>
<td>5</td>
</tr>
<tr>
<td>Front Desk Agents</td>
<td>5</td>
</tr>
<tr>
<td>Night Auditors</td>
<td>2</td>
</tr>
<tr>
<td>Room Attendants/ Laundry</td>
<td>12</td>
</tr>
<tr>
<td>Cooks</td>
<td>4</td>
</tr>
<tr>
<td>Type</td>
<td>Jobs Created</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Servers/ Baristas/ Bartenders</td>
<td>7</td>
</tr>
<tr>
<td>Maintenance Technicians</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>37</strong></td>
</tr>
</tbody>
</table>

1.10.4 Providing the first Leadership in Energy and Environmental Design (LEED) Certified hotel in El Segundo,

1.10.5 Furthering the City’s goals of promoting sustainable building,

1.10.6 Providing $75,000 to City’s Recreation and Parks Department to enhance and enliven the community in accordance with City’s goals, and

1.10.7 Creating a mechanism of economic stimulus for the City.

1.11 On __________, 2010, the Planning Commission of the City commenced a duly noticed public hearing on this Agreement, and at the conclusion of the hearing recommended approval of the Agreement.

1.12 On __________, 2010, the City Council of the City ("City Council") commenced a duly noticed public hearing on this Agreement, and at the conclusion of the hearing certified and approved this Agreement by Resolution No. _____ and by Ordinance No. _____ (the "Enabling Ordinance").

2. **Property Subject to this Agreement** All of the Property is subject to this Agreement.

3. **Binding Effect** The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to the City and the Developer and each successive successor in interest thereto and constitute covenants that run with the Property. Any and all rights and obligations that are attributed to the Developer under this Agreement run with the land irrespective of whether the Developer develops the Property.

3.1 **Constructive Notice and Acceptance** Every person who acquires any right, title or interest in or to any portion of the Property in which the Developer has a legal interest is, and will be, conclusively deemed to have consented and agreed to be bound by this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

3.2 **Rights to Assign** Developer may assign or transfer its rights and obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time during the term of this Agreement without approval of the City.

3.3 **Liabilities Upon Transfer** Upon the delegation of the duties and obligations under this Agreement and the sale, transfer or assignment of all or any portion
of the Property, Developer will be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer, if (i) Developer has provided to the City prior or subsequent written notice of such transfer and (ii) the transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Property so transferred by executing an Assignment and Assumption Agreement in the form of Exhibit “B” attached hereto. Upon any transfer of any portion of the Property and the express assumption of Developer’s obligations under this Agreement by such transferee, the City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. Any such transferee is entitled to the benefits of this Agreement as “Developer” hereunder and is subject to the obligations of this Agreement applicable to the parcel(s) transferred. A default by any transferee only affects that portion of the Property owned by such transferee and does not cancel or diminish in any way Developer’s rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee is responsible for satisfying the good faith compliance requirements set forth in Section 9 below relating to the portion of the Property owned by such transferee, and any amendment to this Agreement between the City and a transferee only affects the portion of the Property owned by such transferee.

4. Development of the Property. The following provisions govern the development and use of the Property.

4.1 Permitted Uses. Density. The permitted and conditionally permitted uses of the Property are those set forth in the 199 North Continental Boulevard Specific Plan, the El Segundo Municipal Code (“ESMC”) and this Agreement, all of which are applicable to the Property.

4.2 Development Standards. All design and development standards applicable to the Property (“Development Standards”) are set forth in the El Segundo General Plan, the ESMC, the Applicable Rules, the Project Approvals, and this Agreement. Additionally, the following restrictions apply:

4.2.1 Floor Area Ratio. No hotel uses within the Project can exceed .92 Floor Area Ratio (“FAR”). All other uses within the Project cannot exceed .80 Floor Area Ratio.

4.2.2 Monument Signs.

The Project is approved for up to two monuments signs as reflected on Exhibit “C.”

4.3 Building Standards. All construction on the Property must adhere to the California Building Code, the California Electrical Code, the California Mechanical Code, the Uniform Sign Code, the Uniform Code for Abatement of Dangerous Buildings, and Uniform Administrative Code, as adopted by the El Segundo Municipal Code, in
effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively the “Building Codes”).

4.4 Fees, Exactions, Mitigation Measures, Conditions, Reservations and Dedications. All fees, exactions, mitigation measures, conditions, reservations and dedications of land for public purposes that are applicable to the Project or the Property are set forth in the Applicable Rules, the Project Approvals and this Agreement. Additionally, Developer must pay all applicable fees that are in effect at the time that fees are required to be paid pursuant to Section 6.2 of this Agreement. This Section cannot be construed to limit the authority of City to charge normal and customary application, processing, and permit fees for land use approvals, building permits and other similar permits, which fees are designed to reimburse City’s actual expenses attributable to such application, processing and permitting and are in force and effect on a City-wide basis at such time as said approvals and permits are granted by City.

4.5 Use of Easements. Notwithstanding the provisions of the Applicable Rules, easements dedicated for vehicular and pedestrian use are permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable, environmental remediation, and other utilities and facilities so long as they do not unreasonably interfere with pedestrian and/or vehicular use.

5. Vesting of Development Rights

5.1 Applicable Rules. The Applicable Rules consist of the following:

5.12.1 The General Plan, as it exists on the Effective Date,

5.12.2 The ESMC as it exists on the Effective Date,

5.12.3 Such other laws, ordinances, rules, regulations, and official policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the development of the Property in force at the time of the Effective Date, which are not in conflict with this Agreement.

5.2 Entitlement to Develop. The Developer is granted the vested right to develop the Project on the Property subject to the Applicable Rules, the Project Approvals and any future approvals applied for by the Developer and granted by the City for the Project or the Property (the “Future Approvals”).

5.3 Subsequent Enactments. Any change in the Applicable Rules, including, without limitation, any change in any applicable general plan or specific plan, zoning, or subdivision regulation, adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever
and adopted by the City Council, the Planning Commission or any other board, agency, commission or department of the City, or any officer or employee thereof, or by the electorate, as the case may be (collectively the “Subsequent Rules”), which would, absent this Agreement, otherwise be applicable to the Property, cannot be applied by the City to any part of the Property.

5.4 Future Approvals.

5.4.1 Minor Modifications to Project. Developer may make minor changes to the Project and Project Approvals (“Minor Modifications”) without amending this Agreement upon the administrative approval of the City of El Segundo Director of Planning and Building Safety (the “City Planning and Building Safety Director”) or designee, provided that such modifications are consistent with the Development Standards, Applicable Rules and Project Approvals. The City cannot unreasonably withhold or delay approval of any Minor Modification. The City has the right to impose reasonable conditions in connection with Minor Modifications, provided, however, such conditions cannot (i) be inconsistent with the Applicable Rules, the Project Approvals or with the development of the Project as contemplated by this Agreement; (ii) directly or indirectly, unreasonably hinder, delay, impede, obstruct, interfere with, or place unreasonably burdensome or restrictive measures or requirements upon development of the Project or the Property or any portion thereof; or (iii) impose additional dedications, infrastructure or public improvement obligations, fees, costs or exactions in excess of those identified in the Applicable Rules, the Project Approvals, or this Agreement.

5.4.2 Modification of Project Approvals. It is contemplated by City and Developer that Developer may, from time to time, pursuant to Section 5.4.1 seek Minor Modifications to the Project or one or more of the Project Approvals. Any such Minor Modifications are contemplated by City and Developer as being within the scope of this Agreement as long as they are authorized pursuant to this Section 5.4.2 and must, upon approval by City, continue to constitute the Project Approvals as referenced herein. The Parties agree that any such amendments do not constitute an amendment to this Agreement nor require an amendment to this Agreement.

5.4.3 Modifications Requiring Amendment to this Agreement. Any proposed modification to the Project which results in any of the following do not constitute a Minor Modification but constitute a Major Modification and require an amendment to this Agreement pursuant to Section 15 below.

(a) Any decrease in the required building setbacks as set forth in the 199 North Continental Boulevard Specific Plan,

(b) Any increase in the total developable square footage of the entire Property for hotel uses in excess of the maximum .92 FAR, any increase in the total developable square footage of the entire property for all uses other than hotel uses in excess of the maximum .80 FAR,
(c) Any increase in height of buildings or structures on the Property above 200 feet,

(d) Any decrease in the minimum required lot area as set forth in the 199 North Continental Boulevard Specific Plan,

(e) Any decrease in the minimum required lot frontage as set forth in the 199 North Continental Boulevard Specific Plan,

(f) Any change in use to a use which is not permitted under this Agreement,

(g) Any deviation from the uses and development standards or limitations set forth in Section 4.1 and Section 4.2 of this Agreement, except to the extent these Sections specifically provide for the Council to approve of alternative uses or square footage requirements, and,

(h) Any material modification to Developer's obligation to provide LEED certification for the Project and monies to the Recreation and Parks Department.

(i) Other than the Major Modifications listed above, all other modifications to the Project are considered "Minor Modifications."

5.5 Plan Review. Plans for each building on the Property, including plans for signage, trash enclosures and screening and landscaping, must be reviewed and approved by the City Planning and Building Safety Director before the City issues a building permit, provided, however, that, notwithstanding anything to the contrary contained in the Applicable Rules, the sole purpose of such review is to verify consistency with the Development Standards, Applicable Rules and Project Approvals. The City Planning and Building Safety Director must approve all features which are consistent with the Development Standards, Applicable Rules or Project Approvals or are otherwise specifically approved by this Agreement and has no authority to disapprove or conditionally approve any features or matters which are consistent with or otherwise which have been specifically approved by this Agreement.

5.6 Timing of Development. In Pardee Construction Co. v. City of Camarillo ("Pardee"), 37 Cal. 3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer has the right, without obligation, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the term of this Agreement.

5.6.1 Limitations.
In furtherance of the Parties' intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, applies to the Property. However, nothing in this Section can be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

5.7 Term. This Agreement is in effect for a period of eight (8) years from the Effective Date. However, Developer or City are entitled to one (1) five (5) year extension by written notice to the other Party before the Agreement’s expiration, provided that the requesting Party is not in material default of its obligations hereunder at such time. In addition, every approval granted for the Project other than ministerial approvals remains valid for a period of time equal to the term of this Agreement.

5.8 Issuance of Building Permits. No building permit, final inspection or certificate of occupancy will be unreasonably withheld, conditioned, or delayed from the Developer if all infrastructure required to serve the portion of the Property covered by the building permit, final inspection or certificate of occupancy is in place or is suitably guaranteed to be completed (by covenant, bond, letter of credit or otherwise) to the reasonable satisfaction of the City before completion of construction and all of the other relevant provisions of the Project Approvals, Future Approvals and this Agreement have been satisfied.

5.9 Satisfaction of Mitigation Measures and Conditions. In the event that any of the mitigation measures or conditions required of Developer hereunder have been implemented by others, Developer will be conclusively deemed to have satisfied such mitigation measures or conditions, consistent with CEQA. If any such mitigation measures or conditions are rejected by a governmental agency with jurisdiction, the Developer may implement reasonably equivalent substitute mitigation, consistent with CEQA, to the City's satisfaction, in lieu of the rejected mitigation measures or conditions. Such substitution constitutes a Minor Modification pursuant to Section 5.4.1 above.

5.10 Moratorium. The Property is exempt from any moratorium or other limitation (including but not limited to the rate, timing, phasing or sequencing of development) affecting subdivision maps, building permits, certificates of occupancy or other land use entitlements that are approved or to be approved, issued or granted within the City, or portions of the City, except those that are necessary to protect a significant threat to the health, safety and welfare of the City. Any moratorium imposed tolls the time periods set forth in this Agreement.

5.11 Performance of City Planning and Building Safety Director Duties. If the City determines at any time during the term of this Agreement that the duties to be performed by the City Planning and Building Safety Director under this Agreement will be performed by one or more staff members other than the Planning and
Building Safety Director, the City will endeavor to notify the Developer of such change. The City must ensure that a person or persons are designated at all times to carry out the duties of the Planning and Building Safety Director set forth in this Agreement.

6. **Developer Agreements.**

6.1 **General.** The Developer must comply with (i) this Agreement, (ii) the Project Approvals, including without limitation all mitigation measures required by the determination made pursuant to the California Environmental Quality Act, and (iii) all Future Approvals for which it is the applicant or a successor in interest to the applicant.

6.2 **Development Fees.** Subject to the provisions of Section 4.4 above, Developer must pay the development fees in effect at such time that building permits are issued for the Project. The Developer is entitled to credits against the City’s traffic mitigation fees to the extent Developer has off-site traffic improvements that are required by the Project Approvals and are included in any subsequent traffic fee mitigation program adopted by the City pursuant to Government Code §§ 66000, et seq. Such credits are based upon the actual audited costs and can only be granted to the extent such improvements are constructed in accordance with all applicable state and local laws. The Developer waives any and all rights it may have to challenge development fees that are currently applicable to development within the City and the City’s right to amend its current development fees and/or impose additional development fees. However, the Developer retains the legal right to challenge the amount of any such amended or increased development fees to the extent such are not in compliance with the requirements of Government Code §§ 66000, et seq. as well as its right to receive credits against such amended or increased fees.

6.3 **City Benefits.**

Developer’s Project must be LEED Certified in compliance with the U.S. Green Building Council standards in effect as of the Effective Date. Developer also agrees to contribute $75,000 to the City’s Recreation and Parks Department for capital project improvements that will benefit children. Developer agrees to pay $50,000 when City issues a building permit and $25,000 at certificate of occupancy. Developer will also pay for a plaque at the site of the capital project improvement acknowledging the contribution from Developer.

6.4 **Maintenance Obligations.** The Developer must maintain all portions of the Property in its possession or control, and any improvements thereon, in a first class clean, neat and orderly manner. The Parties’ respective maintenance obligations survive any termination or expiration of this Agreement.

6.5 **Term of Map(s) and Other Project Approvals.** Pursuant to California Government Code §§ 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed on all or any portion of the
Property and the term of each of the Project Approvals will be extended for a period of
time through the scheduled termination date of this Agreement as set forth in Section 5.7
above.

6.6 Sales and Use Tax.

In the event the contract price for any work on the Project is
valued at $5,000,000 or more, Developer agrees to report, on a State Board of
Equalization Tax Return, any purchases of tangible personal property made in connection
with the finishing of and/or installation of materials, or fixtures for the Project, when such
purchases were made without sales or use tax due. Developer must indicate the City as a
registered job site location on the State Board of Equalization Tax Return. In such event,
Developer must also obtain a permit or a sub-permit from the State Board of Equalization
indicating the City as the registered job site location, in accordance with State Board of
Equalization Operations Memorandum No. 1023.

(a) Developer further agrees that if Developer retains
contractors or subcontractors to perform a portion of work on the Project, and said
contracts or subcontracts are valued at $5,000,000 or more, said contracts or subcontracts
must contain the provisions set forth in Section 6.6 above.

(b) The Director of Finance of the City is authorized to relieve
Developer, and Developer’s contractors and subcontractors, from the requirements set
forth in this Section 6.6 upon proof to the reasonable satisfaction of the Director of
Finance that Developer and/or its contractors or subcontractors have made good faith
efforts to obtain said permit or sub-permits, but were denied the same by the State Board
of Equalization

6.7 Third-Party Agreements Restricting Uses on Property. Developer
warrants and represents that it has not and will not enter into any agreements with third-
parties, or record any restrictions against the Property, which directly or indirectly limit
the potential uses for the Property that are currently permitted pursuant to this Agreement
or in the 199 North Continental Boulevard Specific Plan in any respect including without
limitation the particular retailers, types and/or sizes of structures or businesses, types of
uses, or the owners of any businesses allowed on the Property. The Developer may
request that the City Council consent to any such restriction which consent may be
withheld in the City Council’s sole discretion.

7. City/Developer Agreements.

7.1 Expedited Processing. The City must process, at Developer’s
expense, in an expedited manner all plan checking, hearings, excavation, grading,
building, encroachment and street improvement permits, certificates of occupancy,
certificate of performance, utility connection authorizations, and other ministerial permits
or approvals necessary, convenient or appropriate for the grading, excavation,
construction, development, improvement, use and occupancy of the Project in accordance
with the City’s accelerated plan check process under the Applicable Rules. Without
limiting the foregoing, if requested by Developer, the City agrees to utilize private planners and plan checkers (upon Developer's request and at Developer's cost) and any other available means to expedite the processing of Project applications, including concurrent processing of such applications by various City departments.

7.2 Processing Cooperation and Assistance. To the extent permitted by law, the City must reasonably cooperate with the Developer in securing any and all entitlements, authorizations, permits or approvals which may be required by any other governmental or quasi-governmental entity in connection with the development of the Project or the Property and in any dealings with federal, state and other local governmental and quasi-governmental entities concerning issues affecting the Property. The City will endeavor to keep the Developer fully informed with respect to its communications with such agencies which could impact the development of the Property.

7.3 Processing During Third Party Litigation. The filing of any third party lawsuit(s) against the City or the Developer relating to this Agreement, the Project Approvals, any Future Approvals or to other development issues affecting any portion of the Property or the Project will not hinder, delay or stop the development, processing or construction of the Project, approval of the Future Approvals, or issuance of ministerial permits or approvals, unless the third party obtains a court order preventing the activity.

7.4 Monument Signage.

Developer may erect up to two monument signs for the Project at 199 North Continental Boulevard in compliance with the 199 North Continental Boulevard Specific Plan and the ESMC, at the locations designated on Exhibit "C."

8. Modification/Suspension. Pursuant to Government Code § 65869.5, in the event that any state or federal law or regulation, enacted after the Effective Date, precludes compliance with any provision of this Agreement, such provision will be deemed modified or suspended to the extent practicable to comply with such state or federal law or regulation, as reasonably determined necessary by City. Upon repeal of said law or regulation or the occurrence of any other event removing the effect thereof upon the Agreement, the provisions hereof will be restored to their full original effect.


9.1 Review of Compliance. In accordance with Government Code § 65865.1, this Section 9 and the Applicable Rules, once each year, on or before each anniversary of the Effective Date, the Planning and Building Safety Director will review the extent of the Developer’s good faith substantial compliance with the terms and
provisions of this Agreement as well as the performance by the City of its obligations under this Agreement ("Periodic Review").

9.2 **Good Faith Compliance.** During each Periodic Review, the Developer must, within thirty (30) days before the annual Effective Date, submit a written status report that, during the preceding twelve (12) month period, it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase "good faith compliance" means that the Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied with the Developer's material obligations under this Agreement.

9.3 **Information to be Provided to Developer.** Fourteen (14) days before the annual Effective Date the City must deliver to the Developer a copy of all staff reports prepared in connection with a Periodic Review, any prior staff reports generated during the review period, written comments from the public and, to the extent practical, and all related exhibits concerning such Periodic Review. Subject to the provisions of Section 14.1 below, upon the Developer's request, the Developer must be given a full and adequate opportunity to be heard orally and in writing regarding its performance and, at its option, the City's performance under the Agreement before the completion of the City Planning and Building Safety Director's Periodic Review.

9.4 **Notice Of Non-Compliance, Cure Rights.** Subject to the provisions of Section 14.1 below, if at the completion of Periodic Review, the City Planning and Building Safety Director reasonably concludes on the basis of substantial evidence that as to any parcel or parcels comprising the Property: i) the Developer has not demonstrated that it is in good faith compliance with this Agreement, and ii) that the Developer is out of compliance with a specific substantive term or provision of this Agreement, then the City Planning and Building Safety Director may issue and deliver to the Developer a written Notice of Violation as set forth in Section 11.1 below.

9.5 **Determination of Developer's Compliance.** If the Planning and Building Safety Director determines that the Developer demonstrated that it is in good faith compliance with this Agreement, City must, upon Developer's written request, issue a review letter in recordable form that this Agreement remains in effect and Developer is not in default ("Review Letter"). The Planning and Building Safety Director's determination regarding a Review Letter is final and non-appealable by the public.

(a) If the Developer appeals to the Planning Commission a determination by the Planning and Building Safety Director that the Developer is not in compliance with this Agreement and the Planning Commission determines that the Developer has demonstrated that it is in good faith compliance with this Agreement, the Planning Commission's determination is final and non-appealable by the public.
(b) If the Developer appeals to the City Council a determination by the Planning Commission that the Developer is not in compliance with this Agreement, and the City Council determines that the Developer demonstrated that it is in good faith compliance with this Agreement, the City Council’s determination is final and non-appealable by the public.

9.6 Failure of Periodic Review. The City’s failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement does not constitute nor can it be asserted by any Party as a breach by any other Party of this Agreement. If the City has not completed an annual review in any twelve (12) month period, Developer may request in writing a Review Letter. If City fails to provide a Review Letter within sixty (60) days, Developer will be deemed to be in conformity with this Agreement as of Developer’s request date.

10. Excusable Delays. Performance by any Party of its obligations hereunder are excused during any period of “Excusable Delay,” as hereinafter defined, provided that the Party claiming the delay gives written notice of the delay to the other Party as soon as reasonably possible after the same has been ascertained. For purposes hereof, Excusable Delay means delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including without limitation; i) acts of God; ii) civil commotion; iii) riot; iv) strike, picketing or other labor dispute; v) shortage of materials or supplies; vi) damage to work in progress by reason of fire, flood, earthquake or other casualty; vii) reasonably unforeseeable delay caused by a reasonably unforeseeable restriction imposed or mandated by a governmental entity other than City; viii) litigation brought by a third party attacking the validity of this Agreement, a Project Approval, a Future Approval or any other action necessary for development of the Property; viii) delays caused by any default by City or the Developer hereunder; ix) delays due to the presence or remediation of hazardous materials. The term of this Agreement will automatically be extended by any period of Excusable Delay.


11.1 Default. Either Party to this Agreement will have breached this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of violation (the “Notice of Violation”) from the non-breaching Party to the breaching Party, which period of time shall not be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching Party cannot reasonably cure a non-monetary default within the time set forth in the notice, then the breaching Party is not in default if it commences to cure the default within such time limit and diligently effects such cure thereafter. Failure or delay in giving notice of any default does not constitute a waiver of any default nor change the time of default. If the City determines that a default may have occurred, the City must give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code §§ 65867 and 65868. At the time and place set for the hearing on termination, the Developer will be given an opportunity to be heard. If the City Council finds, based upon the evidence,
that the Developer is in breach of this Agreement, the City Council may modify or terminate this Agreement.

11.2 **Content of Notice of Violation.** Every Notice of Violation must state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, (including references to the pertinent provisions of this Agreement), the portion of the Property involved, and the manner in which the breach may be satisfactorily cured. The notice is deemed given in accordance with Section 19 hereof.

11.3 **Remedies for Breach.** The Parties agree that the remedies for breach of this Agreement are limited to the remedies expressly set forth in this subsection. The remedies for breach of this Agreement by City or Developer are limited to injunctive relief and/or specific performance.

12. **Mortgagee Protection.** This Agreement does not prevent or limit the Developer, in any manner, at Developer’s sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing (“Mortgagee”) may require certain Agreement interpretations and agrees, upon request, from time to time, to meet with the Developer and representatives of such lender(s) to provide within a reasonable time period the City’s response to such requested interpretations. The City will not unreasonably withhold its consent to any such requested interpretation, provided that such interpretation is consistent with the intent and purposes of this Agreement. Any Mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property is entitled to the rights and privileges stated herein.

12.1 **Mortgage Not Rendered Invalid.** Neither entering into this Agreement nor a breach of this Agreement will defeat, render invalid, diminish, or impair the priority of the lien of any mortgage or deed of trust on the Property made in good faith and for value. No Mortgagee has an obligation or duty under this Agreement to perform the Developer’s obligations, or to guarantee such performance, before taking title to all or a portion of the Property.

12.2 **Request for Notice to Mortgagee.** The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, is entitled to receive a copy of any Notice of Violation delivered to the Developer.

12.3 **Mortgagee’s Time to Cure.** The City must provide a copy of any Notice of Violation to the Mortgagee within ten (10) days of sending the Notice of Violation to the Developer. The Mortgagee has the right, but not the obligation, to cure the default for a period of thirty (30) days after receipt of such Notice of Violation. Notwithstanding the foregoing, if such default is a default that can only be remedied by such Mortgagee obtaining possession of a Property, or any portion thereof, and such
Mortgagee seeks to obtain possession, such Mortgagee has until thirty (30) days after the
date of obtaining such possession to cure or, if such default cannot reasonably be cured
within such period, to commence to cure such default, provided that such default is cured
no later than one (1) year after Mortgagee obtains such possession.

12.4 Cure Rights. Any Mortgagee who takes title to all of the Property,
or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in
lieu of foreclosure, will succeed to the rights and obligations of the Developer under this
Agreement as to the Property or portion thereof so acquired; provided, however, in no
event is such Mortgagee liable for any defaults or monetary obligations of the Developer
arising before acquisition of title to the Property by such Mortgagee, except that any such
Mortgagee is not entitled to a building permit or occupancy certificate until all delinquent
and current fees and other monetary or non-monetary obligations due under this
Agreement for the Property, or portion thereof acquired by such Mortgagee, are paid.

12.5 Bankruptcy. If any Mortgagee is prohibited from commencing or
prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by
any process or injunction issued by any court or by reason of any action by any court
having jurisdiction of any bankruptcy or insolvency proceedings involving the
Developer, the times specified in Section 12.3 above will be extended for the period of
the prohibition, except that any such extension cannot extend the term of this Agreement.

12.6 Disaffirmation. If this Agreement is terminated as to any portion of
the Property by reason of: (i) any default or (ii) as a result of a bankruptcy proceeding,
this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Developer or its
property, the City, if requested by any Mortgagee, will negotiate in good faith with such
Mortgagee for a new development agreement for the Project as to such portion of the
Property with the most senior Mortgagee requesting such new agreement. This
Agreement does not require any Mortgagee or the City to enter into a new development
agreement pursuant to this Section.

13. Estoppel Certificate. At any time and from time to time, the Developer
may deliver written notice to City and City may deliver written notice to the Developer
requesting that such Party certify in writing that, to the knowledge of the certifying Party:
i) this Agreement is in full force and effect and a binding obligation of the Parties; ii) this
Agreement has not been amended, or if amended, the identity of each amendment; and
iii) the requesting Party is not in breach of this Agreement, or if in breach, a description
of each such breach. The Party receiving such a request must execute and return the
certificate within thirty (30) days following receipt of the notice. The failure of the City
to deliver such a written notice within such time constitutes a conclusive presumption
against the City that, except as may be represented by the Developer, this Agreement is in
full force and effect without modification, and that there are no uncured defaults in the
performance of the Developer. The Planning and Building Safety Director is authorized
to execute, on behalf of the City, any Estoppel Certificate requested by the Developer.
City acknowledges that a certificate may be relied upon by successors in interest to the
Developer who requested the certificate and by holders of record of deeds of trust on the
portion of the Property in which that Developer has a legal interest.
14. **Administration of Agreement.**

14.1 **Appeal of Staff Determinations.** Any decision by City staff concerning the interpretation or administration of this Agreement or development of the Property in accordance herewith may be appealed by the Developer to the Planning Commission, and thereafter, if necessary, to the City Council pursuant to the El Segundo Municipal Code. The Developer cannot seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Section. Final determinations by the City Council are subject to judicial review subject to the restrictions and limitations of California law.

14.2 **Operating Memoranda.** The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they will effectuate such clarification through operating memoranda approved in writing by City and Developer, which, after execution, will be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by City and the Developer. Operating memoranda are not intended to and do not constitute an amendment to this Agreement but are mere ministerial clarifications. Consequently, public notices and hearings are not required. The City Attorney is authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 15 below. The authority to enter into such operating memoranda is delegated to the Planning and Building Safety Director, and the Planning and Building Safety Director is authorized to execute any operating memoranda without further City Council action.

14.3 **Certificate of Performance.** Upon the completion of the Project, or the completion of development of any parcel within the Project, or upon completion of performance of this Agreement or its earlier revocation and termination, the City must provide the Developer, upon the Developer’s request, with a statement (“Certificate of Performance”) evidencing said completion or revocation and the release of the Developer from further obligations hereunder, except for any ongoing obligations hereunder. The Certificate of Performance must be signed by the appropriate agents of the Developer and the City and be recorded in the official records of Los Angeles County, California. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code § 3093.

15. **Amendment or Termination by Mutual Consent.** Except as otherwise set forth herein, this Agreement may only be amended or terminated, in whole or in part, by mutual consent of City and the Developer, and upon compliance with the provisions of Government Code § 65868.
16. **Indemnification/Defense.**

16.1 **Indemnification of Agreement.** Developer agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of Project, this Agreement, Developer’s performance of this Agreement, and all procedures with approving this Agreement (collectively, “Discretionary Approvals”), except to the extent such is a result of the City’s negligence or intentional misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Discretionary Approvals, Developer agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this Section “the City” includes the City of El Segundo’s elected officials, appointed officials, officers, and employees.

16.2 **Defense of Agreement.** If the City accepts Developer’s indemnification and defense as provided in Section 16.1 above, the City agrees to and must timely take all actions which are necessary or required to uphold the validity and enforceability of this Agreement, the Discretionary Approvals, Project Approvals, Development Standards and the Applicable Rules. This Section 16 will survive the termination of this Agreement.

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

18. **Effective Date.** This Agreement shall become operative on the date the Enabling Ordinance becomes effective (the “Effective Date”) pursuant to Government Code section 36937 which is thirty (30) days after the ordinance is approved.

19. **Notices.** Any notice that a party is required or may desire to give the other shall be in writing and may be sent by: i) personal delivery, or ii) by deposit in the United States mail, postage paid, registered or certified mail, return receipt requested, or iii) by overnight delivery using a nationally recognized overnight courier, providing proof of delivery, or iv) by facsimile, evidenced by confirmed receipt, addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to City: City of El Segundo
350 Main Street
El Segundo, CA 90245
Attention: City Clerk
19.1 Notice Receipt.

Any notice given by mail are deemed to have been given as of the date of delivery (whether accepted or refused) established by United States Post Office, return receipt, or the overnight carrier’s proof of delivery, as the case may be. Notices given in any other manner are effective only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m., local time of the recipient, of any business day with delivery made after such hours deemed received the following business day. A party’s address may be changed by written notice to the other party effective upon actual receipt of such notice.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and supersedes in its entirety all prior agreements or understandings, oral or written. This Agreement cannot be amended, except as expressly provided herein.
21. Waiver. No waiver of any provision of this Agreement constitutes a waiver of any other provision, whether or not similar, nor can any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver is binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement is effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

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

24. No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party has any right of action based upon any provision of this Agreement.

25. Recordation of Agreement and Amendments. This Agreement and any amendment thereof must be recorded with the County Recorder of the County of Los Angeles by the City Clerk of City.

26. Cooperation Between City and Developer. City and Developer will execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out the purposes of this Agreement. Upon satisfactory performance by Developer, and subject to the continuing cooperation of the Developer, City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and development of the Project or Property in accordance with the terms of this Agreement.

27. Rules of Construction. The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they are not a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Applicable Rules or the Project Approvals or the Future Approvals, the provisions of this Agreement control.

28. Joint Preparation. This Agreement was prepared jointly and equally by the Parties, and it cannot be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.

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

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

31. **Weekend/Holiday Dates** Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date falls upon a Saturday, Sunday or holiday observed by federal savings banks in the State of California, the date for such determination or action is extended to the first business day immediately thereafter.

32. **Not a Public Dedication** Except as otherwise expressly provided herein, nothing herein contained is a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property. The Developer has the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purpose which is not consistent with the development of the Project. Any portion of the Property conveyed to the City by the Developer as provided herein can be held and used by the City only for the purposes contemplated herein or otherwise provided in such conveyance, and the City will not take or permit to be taken (if within the power or authority of the City) any action or activity with respect to such portion of the Property that would deprive the Developer of the material benefits of this Agreement, or would in any manner interfere with the development of the Project as contemplated by this Agreement.

33. **Releases.**

City agrees that upon written request of Developer and payment of all fees and performance of the requirements and conditions required by Developer by this Agreement, the City must execute and deliver to Developer appropriate release(s) of further obligations imposed by this Agreement in form and substance acceptable to the Los Angeles County Recorder’s Office or as otherwise may be necessary to effect the release.

34. **Consent.**

Where the consent or approval of City or Developer is required or necessary under this Agreement, the consent or approval will not be unreasonably withheld, delayed or conditioned.

35. **Exhibits.**
All exhibits attached hereto are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, Developer and City have executed this Development Agreement.

CITY:

CITY OF EL SEGUNDO,
a municipal corporation

By: _______________________
Name: _____________________
Title: _____________________

ATTEST

__________________________

- 22 -
Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney

DEVELOPER:

JF EL SEGUNDO OWNER, LLC
a Florida limited liability company

By: ____________________________
Name: __________________________
Title: __________________________
EXHIBIT “A”
PROPERTY DESCRIPTION

IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 7343, AS PER MAP FILED IN BOOK 76, PAGE 64, OF PARCEL MAPS, TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, AS SHOWN ON A MAP FILED IN CASE NO. 11629 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1; THENCE, ALONG THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 00°04'35" WEST, 100.00 FEET; THENCE, LEAVING SAID EASTERLY LINE THE FOLLOWING SIXTEEN (16) COURSES:

1. NORTH 89°55'25" WEST, 264.04 FEET;
2. NORTH 00°04'35" EAST, 51.96 FEET;
3. NORTH 89°55'25" WEST, 44.27 FEET;
4. SOUTH 00°04'35" WEST, 51.96 FEET;
5. NORTH 89°55'25" WEST, 4.73 FEET;
6. SOUTH 00°04'35" WEST, 42.29 FEET;
7. NORTH 89°55'25" WEST, 38.75 FEET;
8. SOUTH 00°04'35" WEST, 33.25 FEET;
9. NORTH 89°55'25" WEST, 106.62 FEET;
10. SOUTH 00°04'35" WEST, 12.93 FEET;
11. NORTH 89°55'25" WEST, 67.65 FEET;
12. NORTH 00°04'35" EAST, 38.60 FEET;
13. NORTH 89°55'25" WEST, 77.76 FEET;
14. NORTH 00°04'35" EAST, 100.75 FEET;
15. SOUTH 89°55'25" EAST, 25.63 FEET;
16. NORTH 00°04'35" EAST, 49.12 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°55'25" EAST, 578.19 FEET TO THE POINT OF BEGINNING.
EXHIBIT "B"
ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
CITY CLERK
CITY OF EL SEGUNDO
350 Main Street
El Segundo, California 90245

EXEMPT FROM RECORDER’S FEES
Pursuant to Government Code § 6103

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JF El Segundo Owner, LLC a Florida limited liability company ("Assignor") assigns, without warranty except as set forth herein to ______________________ ("Assignee"), all of Assignor’s rights and benefits set forth in that certain Development Agreement between the City of El Segundo and Assignor adopted by the City Council by Ordinance No. _____________ ("Development Agreement") as to only the land described in the attached Exhibit “A” ("Property") incorporated by this reference ("Assignment"). The Development Agreement was recorded at ___________________________ in the official records of Los Angeles County, California.

Assignor warrants to Assignee that, as of the date hereof, Assignor is not in breach of the Development Agreement. Effective upon the consent to this Assignment by the City of El Segundo, Assignor shall be fully and unconditionally released and discharged from all further liabilities and obligations arising under the Development Agreement as to the Property.

This Assignment and Assumption Agreement and the Acceptance and Consent attached as Exhibit “B” and “C” and incorporated by this reference, may be executed in multiple counterpart copies, all of which, taken together, shall constitute a single document.

This Assignment and Assumption Agreement has been executed at __________________________, Florida as of the ___ day of ________, 20___.

ASSIGNOR:

JF EL SEGUNDO OWNER, LLC
a Florida limited liability company

By: _______________________________________
Name: _____________________________________
Title: _____________________________________
IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING
THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 7343, AS PER MAP FILED IN BOOK 76,
PAGE 64, OF PARCEL MAPS, TOGETHER WITH THAT PORTION OF THE SOUTHWEST
QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL
REDONDO, AS SHOWN ON A MAP FILED IN CASE NO. 11629 OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, BOTH IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

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14. NORTH 00°04'35" EAST, 100.75 FEET;
15. SOUTH 89°55'23" EAST, 25.63 FEET;
16. NORTH 00°04'35" EAST, 49.12 FEET TO THE NORTHERLY
LINE OF SAID PARCEL 1;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°55'25" EAST, 578.19 FEET TO THE
POINT OF BEGINNING.
EXHIBIT "B"
ASSIGNMENT AND ASSUMPTION AGREEMENT
ACCEPTANCE

Assignee, _______________________________ accepts the Assignment of the Development Agreement under that certain Assignment and Assumption Agreement dated ______________________, 20___ and assumes all duties, obligations and warranties without reservation as Assignor arising from the Development Agreement for the Property.

This Acceptance has been executed at ______________________, ______________, as of the ____ day of ______________________, 20___.

ASSIGNEE:

By:______________________________
Name:____________________________
Title:____________________________
EXHIBIT "C"
ASSIGNMENT AND ASSUMPTION AGREEMENT
CONSENT

The City of El Segundo hereby consents to the Assignment of the Development Agreement from the Assignor to the Assignee. Assignor is not in breach of the Development Agreement. Assignor is fully and unconditionally released and discharged from all further liabilities and obligations arising under the Development Agreement.

This Consent has been executed at El Segundo, California, as of the ____ day of ____________________, 20___.

CITY OF EL SEGUNDO

By: ____________________________
Name: __________________________
Title: City Manager

ATTEST

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney
C+D

CAMBRIA SUITES IN-LINE LED INTERNA. CHANNEL LETTERS WITH LOGO

<table>
<thead>
<tr>
<th>LETTER HEIGHT &quot;C&quot;</th>
<th>LOGO HEIGHT</th>
<th>OVERALL LENGTH</th>
<th>AMP LOAD</th>
<th>BOXED SQUARE FOOTAGE</th>
<th>ACTUAL SQUARE FOOTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>36&quot;</td>
<td>36&quot;</td>
<td>25'-9 11/16&quot;</td>
<td>5.86</td>
<td>78.49</td>
<td>30.36</td>
</tr>
</tbody>
</table>

CAMBRIA SUITES IN-LINE LED REMOTE CHANNEL LETTERS WITH LOGO

<table>
<thead>
<tr>
<th>LETTER HEIGHT &quot;C&quot;</th>
<th>LOGO HEIGHT</th>
<th>OVERALL LENGTH</th>
<th>AMP LOAD</th>
<th>BOXED SQUARE FOOTAGE</th>
<th>ACTUAL SQUARE FOOTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>36&quot;</td>
<td>36&quot;</td>
<td>25'-9 11/16&quot;</td>
<td>4.25</td>
<td>78.49</td>
<td>30.36</td>
</tr>
</tbody>
</table>

NOTE:
36'- CHANNEL LETTERS ARE THE STANDARD

Customer: CAMBRIA SUITES
Date: 12/04/09
Prepared By: LJA

Location: EL SEGUNDO, CA
File Name: 68611 - SITE PLAN - 36" CL - 5X3 DF @ 6" OAH

DISTRIBUTED BY SIGA UN COMPANY
190 W. STREET SOUTHWEST
PO BOX 50
BEVERLY HILLS, CA 90212
Ph: (348) 441-998

PERSONA
Sign Makers/ Image Builders
Total Sign Area:

Maximum allowed signage @ Entry Foyer Feature Signage "C"
Calculated: Total Building Face  9247 SF
Allowed:  5% of Building Face  462 SF
Sign Proposed: <1 % of Building Face  78 SF

Maximum allowed signage @ Entry Foyer Feature Signage "D"
Calculated: Total Building Face  3596 SF
Allowed:  5% of Building Face  180 SF
Sign Proposed: 2% of Building Face  78 SF

Mounting Height:

Signs A & B mounted at grade
Signs C & D mounted at +/- 67'-0" above grade
Addendum to Mitigated Negative Declaration (SCH# 2008081036) for Environmental Assessment No. 844

LEAD AGENCY:

City of El Segundo
Planning and Building Safety Department
350 Main Street
El Segundo, California 90245
Contact: Ms. Trayci Nelson, Contract Senior Planner
310.524.2342

PREPARED BY:

RBF Consulting
14725 Alton Parkway
Irvine, California 92618
Contact: Mr. Glenn Lajoie, AICP
Mr. Alan Ashimine
949.472.3505

March 2010

JN 10-107285
1. INTRODUCTION

On September 25, 2008, the City of El Segundo Planning Commission adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for Environmental Assessment No. 773 (Aloft Hotel – EA 773/CUP 07-07, 101 Continental Boulevard). The proposal consisted of the construction of a six-story, 61,104 square-foot hotel on a 10.58-acre site located at 101 Continental Boulevard. The project was approved for a total of 167 rooms at a maximum floor area ratio (FAR) of 0.80.

Since then, the project has undergone minor modifications. This Addendum addresses modifications to the site design, in accordance with the California Environmental Quality Act (CEQA).

2. STATUTORY BACKGROUND

Under CEQA, an Addendum to an adopted Negative Declaration or Mitigated Negative Declaration is needed if minor technical changes or modifications to the proposed project occur (CEQA Guidelines §15164). An addendum is appropriate only if these minor technical changes or modifications do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The Addendum need not be circulated for public review (CEQA Guidelines §15164[c]); however, an addendum is to be considered by the decision-making body prior to making a decision on the project (CEQA Guidelines §15164[d]).

This Addendum to the previously adopted Mitigated Negative Declaration demonstrates that the environmental analysis, impacts, and mitigation requirements identified in the 2008 IS/MND for Environmental Assessment No. 773 remain substantively unchanged despite project revisions described herein, and supports the finding that the proposed project does not raise any new issues and does not exceed the level of impacts identified in the previous Mitigated Negative Declaration.

3. SUMMARY OF ORIGINAL PROJECT DESCRIPTION

As stated above, the original project description analyzed under the 2008 IS/MND for Environmental Assessment No. 773 consisted of a hotel facility located on a 10.58-acre site along Continental Boulevard. The project included a lot line adjustment within the site to allow for the hotel facility under existing City FAR requirements. Thus, accounting for the lot line adjustment, the project would occur on a 1.75-acre parcel within the larger 10.58-acre site.

The project proposed the construction of 167 guest rooms, a 566 square-foot conference room, 700 square-foot café, 1,059 square-foot restaurant/bar area, 579 square-foot fitness center, and an outdoor patio area/pool. The structure was proposed to be six stories, with a maximum height of 77 feet, 8 inches.

Site access was proposed via two driveways: 1) primary access from Continental Boulevard to the east; and 2) secondary access from El Segundo Boulevard to the south. The project proposed 110 new parking spaces surrounding the hotel facility. In order to meet City parking requirements, the project included a Reciprocal Access Agreement with the owners of the Northrop Grumman Tower (immediately southeast of the project site) to allow for the use of 40 existing parking spaces, bringing the total number of parking stalls for the project to 150.
Landscaping was proposed to include a mix of trees, shrubs, vines, and ground cover throughout the site. Specifically, palm trees and shade canopy trees of various species would be planted along the access drives, throughout the parking lot, and surrounding the hotel structure. Evergreen shrubs and ground cover are proposed to be used for property perimeter areas, building perimeter areas, and used for screening or hedging around the hotel, parking lot, and pool area. Evergreen flowering vine and ground cover are also proposed surrounding the hotel structure, within the parking lot, and along the access driveways.

The original project description resulted in a FAR of 0.80 and lot coverage of 20.8 percent of the 1.75-acre parcel.

4. PROJECT REVISIONS

The revised project description includes a hotel facility on the same project site and incorporates minor modifications to site design that would result in a larger hotel with fewer rooms and a smaller footprint. A lot line adjustment was approved by the City on September 18, 2008, resulting in construction of the project on a 1.75-acre parcel. Primary and secondary access would remain the same, from Continental Boulevard and El Segundo Boulevard, respectively. In addition, landscaping would be incorporated throughout the site in accordance with City standards.

The primary revisions to the project description consist of the following:

- The assignment of a new address (199 North Continental Boulevard) to the project site. The location of the project site would not change; only the street address would be revised;
- The number of hotel rooms would be reduced from 167 to 152, due to an overall increase in room size;
- The hotel square footage would increase from 61,104 to 71,005 (primarily due to increases in the size of hotel rooms, fitness area, restaurant/bar, and additional conference rooms);
- The average hotel room size would increase from 304 square feet to 344 square feet;
- The building footprint would decrease from 15,885 to 14,744, with a corresponding decrease in building mass and visibility;
- The number of parking stalls would decrease from 150 (plus 2 loading spaces) to 139 (plus 2 loading spaces);
- A Specific Plan, General Plan Amendment, Zone Change, Zoning Text Amendment, and Development Agreement applicable to the 1.75-acre parcel would be included with the project to allow for an increased FAR of 0.92;
- The hotel facility would be constructed to be Leadership in Energy and Environmental Design (LEED)-certified to maximize energy efficiency and sustainability; and
- The project would include a contribution to the City's Recreation and Parks Department for capital project improvements that will benefit children.
These revisions to the project are outlined below within Table 1, Summary of Project Revisions.

<table>
<thead>
<tr>
<th>PROJECT FEATURE</th>
<th>ORIGINAL PROJECT</th>
<th>REVISED PROJECT</th>
<th>NET CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel Rooms</td>
<td>167 Rooms</td>
<td>152 Rooms</td>
<td>-15 Rooms</td>
</tr>
<tr>
<td>Square Footage</td>
<td>61,104 SF</td>
<td>71,005 SF</td>
<td>+9,901 SF</td>
</tr>
<tr>
<td>Average Room Size</td>
<td>304 SF</td>
<td>344 SF</td>
<td>+40 SF</td>
</tr>
<tr>
<td>Parcel Size</td>
<td>1.75 Acre</td>
<td>1.75 Acre</td>
<td>N/A</td>
</tr>
<tr>
<td>Building Footprint</td>
<td>15,885 SF</td>
<td>14,744 SF</td>
<td>-1,141 SF</td>
</tr>
<tr>
<td>Building Height</td>
<td>77 feet, 8 inches</td>
<td>76 feet, 11 inches</td>
<td>-9 inches</td>
</tr>
<tr>
<td>FAR</td>
<td>0.80</td>
<td>0.92</td>
<td>+0.12</td>
</tr>
<tr>
<td>Parking Spaces</td>
<td>150 (plus 2 loading) Spaces</td>
<td>139 (plus 2 loading) Spaces</td>
<td>-11 Spaces</td>
</tr>
<tr>
<td>Fitness Area</td>
<td>579 SF</td>
<td>1,257 SF</td>
<td>+678 SF</td>
</tr>
<tr>
<td>Conference Rooms</td>
<td>1 Room @ 690 SF</td>
<td>3 Rooms @ 1,307 SF</td>
<td>+617 SF</td>
</tr>
<tr>
<td>Restaurant/Bar</td>
<td>1,059 SF</td>
<td>1,625 SF</td>
<td>+566 SF</td>
</tr>
<tr>
<td>Energy Efficiency</td>
<td>N/A</td>
<td>LEED Certified</td>
<td>As Noted</td>
</tr>
</tbody>
</table>

SF: Square Feet
LEED: Leadership in Energy and Environmental Design

5. IMPACT COMPARISON

Through the course of evaluating the revised project description, the City of El Segundo determined that no new significant impacts or substantial increase in the severity of impacts would occur upon project implementation. A comparison of impacts between the original project description (as analyzed in the 2008 IS/MND for Environmental Assessment No. 773) and the revised project description is provided below.

Aesthetics

The revised project description would result in a hotel facility with an increased square footage and FAR, but with a reduced building footprint. Based on a rendering comparing the original structure versus the revised structure (refer to Figure 1, Project Rendering), the revised project would result in a reduced building mass and aesthetic impact.

The revised project description would include similar contemporary architectural features, landscaping, and nighttime lighting. In addition, potential impacts related to the short-term construction process would be reduced in comparison to the original project description. Although the type of building would be similar to the original project description, the duration of construction would be reduced from approximately 16 months to 14 months. Moreover, the implementation of Mitigation Measures AES-1 through AES-5 as identified in the 2008 IS/MND for Environmental Assessment No. 773 would remain applicable to the revised project.
Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to aesthetics as a result of project revisions.

**Air Quality**

The revised project involves an overall reduction in the building footprint, and would result in similar demolition, site preparation, construction, and project operation activities similar to those identified in the previously analyzed project description. Additionally, the revised project description would result in a reduction of hotel rooms from 167 to 152, thereby resulting in a lower trip generation and reduced operational air quality emissions. As a result, construction-related and project-level long-term operational air quality impacts would be similar to those identified for the original project description. However, since the methodology and significance criteria for the analysis of greenhouse gas emissions has changed since the preparation of the 2008 IS/MND for Environmental Assessment No. 773, an updated analysis has been provided below.

The previous methodology for the analysis of greenhouse gas emissions utilized in the 2008 IS/MND for Environmental Assessment No. 773 included the quantification of CO₂ emissions from construction and operations (indirect, area, and mobile sources) of the project. At the time of the preparation of the 2008 IS/MND, a greenhouse gas threshold of significance was not applied to the project emissions. The current methodology for a quantitative threshold of significance for greenhouse gas emissions utilizes a non-zero project specific threshold, as
recommended by the California Air Pollution Control Officers Association (CAPCOA). According to CAPCOA's Threshold 2.3, CARB Reporting Threshold, 10,000 metric tons of carbon dioxide equivalents per year (MTCO₂eq/yr) is recommended as a quantitative non-zero threshold. This threshold is being considered by the California Market Advisory Committee, whose mandate under the California Environmental Protection Agency is to develop market-based compliance mechanisms for reducing greenhouse gases. This approach is estimated to capture over half of the future residential and commercial development projects, and is designed to ensure the reduction goals of Assembly Bill 32 are not hindered. As seen in Table 1, Estimated Annual Greenhouse Gas Emissions, the total annualized construction, direct, and indirect operational emissions would be below the CAPCOA recommended threshold.

### Table 1
Estimated Annual Greenhouse Gas Emissions

<table>
<thead>
<tr>
<th>Source</th>
<th>CO₂</th>
<th>NO₂</th>
<th>CH₄</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Metric tons/yr</td>
<td>Metric tons/yr</td>
<td>Metric Tons of CO₂eq/yr²</td>
</tr>
<tr>
<td>Construction Emissions</td>
<td>712.88</td>
<td>0.02</td>
<td>0.39</td>
</tr>
<tr>
<td>Annualized Construction Emissions</td>
<td>23.76</td>
<td>0.00</td>
<td>0.013</td>
</tr>
<tr>
<td>Operational Emissions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Emissions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area Source¹</td>
<td>222.74</td>
<td>0.00</td>
<td>1.27</td>
</tr>
<tr>
<td>Mobile Source²</td>
<td>1,790.10</td>
<td>0.11</td>
<td>33.43</td>
</tr>
<tr>
<td>Total Direct Emissions³</td>
<td>2,012.84</td>
<td>0.11</td>
<td>34.7</td>
</tr>
<tr>
<td>Indirect Emissions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electricity Demand³</td>
<td>247.40</td>
<td>0.00</td>
<td>0.65</td>
</tr>
<tr>
<td>Water Demand</td>
<td>12.43</td>
<td>0.00</td>
<td>0.04</td>
</tr>
<tr>
<td>Total Indirect Emissions⁵</td>
<td>259.83</td>
<td>0.00</td>
<td>0.69</td>
</tr>
<tr>
<td>Total Project-Related</td>
<td>2,335.47 MTCO₂eq/yr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operational Emissions²</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CAPCOA GHG Threshold**
10,000 MTCO₂eq/yr

**Is Threshold Exceeded?** No

**Notes:**
1. Emissions calculated using the SCAQMD’s CEQA Handbook.
2. Carbon dioxide equivalent is a quantity that describes, for a given mixture and amount of greenhouse gas, the amount of CO₂ that would have the same global warming potential, when measured over a specified timescale (generally 100 years).
3. Electricity Demand emissions calculated using the SCAQMD’s CEQA Handbook.
5. Totals may be slightly off due to rounding.
6. Refer to Attachment A, Air Quality Data, for detailed model input/output data.

---

¹ California Air Pollution Control Officers Association, CEQA & Climate Change White Paper, January 2008.
² Carbon dioxide equivalent is a quantity that describes, for a given mixture and amount of greenhouse gas, the amount of CO₂ that would have the same global warming potential, when measured over a specified timescale (generally 100 years).
³ It should be noted that CARB has also recommended 10,000 MTCO₂eq/yr as the "de minimus greenhouse gas emission threshold" in their Climate Change Proposed Scoping Plan, which was approved by CARB’s Board on January 11, 2009.
Greenhouse gas emissions would also be reduced as the hotel facility would be LEED-certified and constructed to maximize energy efficiency and sustainability. Therefore, impacts related to greenhouse gas emissions under the revised project would continue to be less than significant.

As a result, air quality impacts from the proposed project would be similar to those identified in the 2008 IS/MND for Environmental Assessment No. 773. In addition, Mitigation Measures AQ-1 through AQ-6 from the 2008 IS/MND for Environmental Assessment No. 773 would remain applicable to the project.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to air quality and global climate change as a result of project revisions.

**Biological Resources**

The revised project description would be constructed on the same 1.75-acre parcel as the original project. The project site is completely disturbed and exists within a fully urbanized area. No sensitive plants, animals, or habitats exist on-site. The revised project would not conflict with any local policies or ordinances relating to biological resources, and no Habitat Conservation Plans, Natural Community Conservation Plans, or other approved plans apply to the site.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to biological resources as a result of project revisions.

**Cultural Resources**

Environmental analysis for the original project description concluded that impacts to historical resources would not occur, since no existing structures would be impacted by the project. It was also determined that the project could affect archaeological resources, paleontological resources, and human remains during the grading and excavation process for hotel construction. Thus, Mitigation Measures CUL-1 through CUL-3 were included within the 2008 IS/MND for Environmental Assessment No. 773 to minimize these potential impacts to cultural resources.

The revised project description would occur on the same 1.75-acre parcel as the original project. However, the revised project would result in slightly less grading and excavation, due to a smaller building footprint. Although the revised project would result in a slightly lower potential for impacts to cultural resources, Mitigation Measures CUL-1 through CUL-3 from the 2008 IS/MND for Environmental Assessment No. 773 would apply.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to cultural resources as a result of project revisions.

**Geology and Soils**

The revised project description would be located on the same project site as the original project description. Thus, on-site geologic conditions related to earthquake faulting, seismicity, liquefaction, erosion, soil instability, and expansive soils would remain the same. Since the proposed use and general arrangement/design of on-site facilities would also remain the same,
the revised project description would result in impacts similar to those described within the 2008 IS/MND for Environmental Assessment No. 773.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to geology and soils as a result of project revisions.

**Hazards and Hazardous Materials**

The 2008 IS/MND for Environmental Assessment No. 773 included an examination of potential sources of hazardous materials on the project site and in the surrounding vicinity. The analysis concluded that, although sources of hazardous materials are known to occur on and surrounding the site, adherence to Federal, State, and local standards and Mitigation Measure HAZ-1 would minimize impacts to a less than significant level. Since the original and revised project descriptions would share the same project site and be constructed with similar techniques, the revised project would also result in a less than significant impact in regards to the potential disturbance of existing hazardous materials during construction.

Similar to the original project description, the revised project would involve the storage, use and transport of common household cleaning products, in addition to the limited use of pesticides and/or herbicides for landscape maintenance. The proposed hotel facility would also require the use of chemicals for swimming pool maintenance. These chemicals would be utilized in limited quantities on-site, in compliance with Federal, State, and local standards and Mitigation Measure HAZ-1. The revised project would also result in less than significant impacts curing project operations.

In addition, since the revised project would be constructed on the same site, the project would not affect any existing or proposed school within one-quarter mile of the site, an airport land use plan, or a private airstrip in the vicinity. Since primary and secondary site access would remain the same, no impacts to emergency response would occur. In addition, the project would not result in any additional impacts related to wildland fires.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to hazards and hazardous materials as a result of project revisions.

**Hydrology and Water Quality**

The original and revised project descriptions would affect the same project site, consist of the same type of land use and operations, affect similar project footprints, and would be constructed using similar grading/building practices. In addition, the same water quality standards (including implementation of Mitigation Measure HYD-1 from the 2008 IS/MND for Environmental Assessment No. 773) would be applicable to the revised project.

Thus, the revised project is anticipated to continue to result in less than significant impacts during the project construction process, upon adherence to National Pollutant Discharge Elimination Systems (NPDES) standards and Implementation Best Management Practices (BMPs). Moreover, the requirement for a Water Quality Management Plan (WQMP) to minimize impacts during long-term hotel operations would remain applicable to the revised project. In addition, given the developed and impervious nature of the existing project site, the revised project description would not result in any increased impacts related to off-site drainage or flooding.
Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to hydrology and water quality as a result of project revisions.

Land Use and Planning

The revised project would consist of a hotel facility on the same project site as the original project description, which is designated Corporate Office (CO) by both the City's General Plan and Zoning Ordinance. Given the developed nature of the site vicinity, neither the original or revised projects would result in the division of an established community, nor would they result in conflicts with an established Habitat Conservation Plan or Natural Community Conservation Plan.

The revised project would require approval of a Specific Plan, General Plan Amendment, Zone Change, Zoning Text Amendment, and Development Agreement. These new project approvals would be required to allow for the increased FAR of 0.92, and would be applicable only to the 1.75-acre parcel to be affected by the proposed hotel facility. The proposed Specific Plan, General Plan Amendment, Zone Change, Zoning Text Amendment, and Development Agreement would be subject to City review through the land use entitlement process, to ensure that development guidelines for the project site are consistent with adjacent land uses. Thus, upon approval of these land use entitlements, the revised project would be consistent with the City's land use plan, policies, and regulations applicable to the site.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to land use and planning as a result of project revisions.

Mineral Resources

Since the revised project would occur on the same site as the original project description, the project would not interfere with the availability of a mineral resource or result in the loss of a mineral recovery site.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to mineral resources as a result of project revisions.

Noise

The revised project involves an overall reduction in the building footprint, and would result in similar demolition, site preparation, construction, and project operation activities similar to those identified in the previously analyzed project description. The revised project description would result in a reduction of average daily trips along the City's roadway network, consequently resulting in a decrease in traffic noise levels. The on-site uses would remain similar (i.e., hotel use, parking, mechanical equipment, etc.), thus creating a similar level of on-site stationary noise. As a result, noise impacts from the proposed project would be similar to those identified in the 2008 IS/MND for Environmental Assessment No. 773. In addition, Mitigation Measures NOI-1 through NOI-3 would remain applicable to the proposed project.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to noise as a result of project revisions.
Population and Housing

The revised project would result in a hotel facility similar in nature to the original project description. In regards to population growth, the proposed project would have the potential to induce growth within the City due to the need for employees for hotel staff. Based on the 2008 IS/MND for Environmental Assessment No. 773, the original project description would require approximately 40 employees. Given that the revised project would also be a hotel facility with a smaller number of hotel rooms and similar amenities, the revised project is not anticipated to result in a substantial increase in employment. Thus, the revised project would not induce substantial population growth within the City, either directly or indirectly.

In addition, given the lack of structures on the proposed project site, the revised project would not result in the displacement of housing or people.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to population and housing as a result of project revisions.

Public Services

As stated above, the revised project would consist of a hotel facility of a similar size/layout, equipped with similar amenities, and located at the same site. The 2008 IS/MND for Environmental Assessment No. 773 concluded that impacts related to fire protection, police protection, schools, parks, and other public facilities would be less than significant. None of the revisions to the project would result in an increase in the need for these public services or facilities in comparison to the original project description.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to public services as a result of project revisions.

Recreation

The proposed project could generate demand for recreational facilities through the use of such facilities by hotel guests or employees. As shown within the 2008 IS/MND for Environmental Assessment No. 773, as a transient lodging facility the project is not expected to result in a substantial increase in the use of neighborhood or regional parks or other recreational facilities. Since the revised project description would not result in a change in land use or a substantial increase in hotel guests or employees, impacts to recreational facilities would be similar in comparison to the original project description.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to recreational facilities as a result of project revisions.

Transportation/Traffic

The 2008 IS/MND for Environmental Assessment No. 773 included a Traffic Impact Analysis (TIA) assessing the original project description's effects on the surrounding roadway network. Based on the results of the TIA, it was determined that the original project description would not significantly affect roadways surrounding the site (i.e., Sepulveda Boulevard, El Segundo Boulevard, and Continental Boulevard) upon implementation of recommended mitigation. The
mitigation would consist of improvements at the El Segundo Boulevard/Continental Boulevard intersection.

Within the TIA, the trip generation for the original project description was calculated utilizing a standard multiplier based on the number of hotel rooms. Since the revised project description would result in a reduction of hotel rooms from 167 to 152, the revised project would result in a lower trip generation under the methodology of the TIA. Daily trips for the proposed hotel project would generate a net trip increase of 995 daily trips (98 fewer trips than the 1,093 daily trips for the previously approved project). The total trips for the morning peak hour would drop from 87 trips to 79 trips (with 47 inbound trips and 32 outbound trips) and the total trips for the evening peak hour would drop from 94 trips to 85 trips (with 51 inbound trips and 34 outbound trips). Thus, the revised project’s impacts related to the local roadway system would be reduced in comparison to the original project description. Likewise, since the overall trip generation would be decreased, the revised project would not exceed any level of service standard established by the Los Angeles County Congestion Management Program (CMP).

Mitigation Measure TR-1 would remain applicable to the revised project. However, since the 2008 IS/MND for Environmental Assessment No. 773 was prepared, a minor modification to Mitigation Measure TR-1 has become necessary. Originally, Mitigation Measure TR-1 required that the applicant contribute its fair share towards conversion of the westbound through/right-turn lane to a dedicated right-turn lane along El Segundo Boulevard at Continental Boulevard. However, since the applicant would be fully responsible for implementation of this mitigation measure, a fair-share funding mechanism is no longer required. Thus, Mitigation Measure TR-1 has been revised as follows (deleted text is shown in strikeout, and new text is underlined):

```
"TR-1 El Segundo Boulevard at Continental Boulevard: The project applicant must contribute its fair share toward conversion of fund and install the re-striping of the westbound through/right-turn lane to a dedicated right-turn lane and must fund the manufacturing and installation of the associated signage, as calculated subject to approval by the City's traffic consultant and as approved by the Director of Public Works/City Engineer. The City reserves the right at City's expense, as determined by the Director of Public Works, to remove the dedicated right-turn lane in the future if it is unnecessary, as reasonably determined by the Director of Public Works, or if a similar improvement can be substituted."
```

Similar to the original project description, the revised project would not have the capability to affect air traffic patterns at Los Angeles International Airport, located approximately 0.5-mile north of the project site. In addition, the revised project would not result in any hazardous design features or inadequate emergency access, since ingress and egress would be provided by the same access points as the original project description.

As shown in Section 4, Project Revisions, the number of parking stalls, required for the revised project would decrease from 150 (plus 2 loading spaces) to 139 (plus 2 loading spaces). Despite this reduction, the revised project would still require implementation of Mitigation Measure TR-2, which would necessitate a reciprocal agreement between the applicant and the owners of the Northrop Grumman Tower (immediately southeast of the project site) to allow for the use of surplus parking spaces. Upon implementation of mitigation, parking impacts under the revised project would remain less than significant.
In addition, similar to the analysis provided within the 2008 IS/MND for Environmental Assessment No. 773, the revised project would not conflict with policies, plans, or programs supporting alternative transportation. The project area is served by multiple forms of bus and rail transport, and the revised project would not result in a conflict with any polices or facilities related to alternative transportation.

Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to transportation and traffic as a result of project revisions.

Utilities and Services Systems

As stated above, the revised project would consist of a hotel facility of a similar size/layout, equipped with similar amenities, and located at the same site as the original project description. The 2008 IS/MND for Environmental Assessment No. 773 concluded that impacts related to fire protection, police protection, schools, parks, and other public facilities would be less than significant. Mitigation measures were required for impacts related to sewer and solid waste service.

Given the similar nature of the revised project description, none of the project revisions would result in a substantial increase in the need for these public services or facilities in comparison to the original project description. In addition, two mitigation measures (UTL-1 and UTL-5) within the 2008 IS/MND for Environmental Assessment No. 773 have either been completed or deemed unnecessary and are no longer required. Mitigation Measure UTL-1 has previously been satisfied upon completion of a Sewer Flow Study for the proposed project. Based upon the findings of the Sewer Flow Study, Mitigation Measure UTL-5 has been determined to be unnecessary. Thus, the following revisions related to wastewater utility mitigation are required:

- **UTL-1** — An analysis of sewer service to the proposed development must be prepared before the City issues building permits to identify new sewer infrastructure required to serve the development.

- **UTL-21** — Before the City issues building permits, the project site must be annexed into the Los Angeles County Sanitation District No. 5.

- **UTL-32** — Before the City issues building permits, the project applicant must obtain a sewer connection permit from the Los Angeles County Sanitation District to obtain sanitary sewer service. Prior to obtaining a connection permit, the applicant must also pay a sewer connection fee as determined by the County Sanitation District of Los Angeles County.

- **UTL-43** — Before the City issues building permits, the project applicant must provide additional local sewer infrastructure as necessary to connect the project site to existing sewer infrastructure. This provision must be coordinated with the project applicant and may be the partial responsibility of the applicant, as determined by the City.

- **UTL-5** — The applicant is required to replace or upgrade the sewer infrastructure on or adjacent to the project site.

- **UTL-64** — The project applicant must comply with Title 12 of the ESMC regarding Sewer Facilities.
Mitigation Measure UTL-7 would remain applicable to the revised project. However, since the 2008 IS/MND for Environmental Assessment No. 773 was prepared, a minor modification to Mitigation Measure UTL-7 has become necessary. Originally, Mitigation Measure UTL-7 required that the applicant work with the City's franchise hauler, Consolidated Disposal, to coordinate recycling efforts for the development. However, the City's franchise hauler, Consolidated Disposal, does not have a contract to provide commercial hauling services. Therefore, Mitigation Measure UTL-7 has been revised as follows (deleted text is shown in strikeout, and new text is underlined):

"UTL-7 The applicant must work with the City's franchise hauler, Consolidated Disposal, to coordinate recycling efforts for the entire development. The applicant must work with a commercial hauler licensed to operate in the City of El Segundo, to coordinate recycling efforts for the entire development."

All other mitigation measures related to solid waste would remain applicable to the project. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to utilities and service systems as a result of project revisions.

Mandatory Findings of Significance

Based on the impact comparison provided above, the revised project would not result in new significant impacts or a substantial increase in the severity of impacts under CEQA. Thus, in comparison to the analysis provided in the 2008 IS/MND for Environmental Assessment No. 773, the revised project would not: a) result in increased impacts related to degradation of the environment or impacts to biological or cultural resources; b) result in increased cumulative impacts; or c) result in increased substantial adverse effects on human beings, either directly or indirectly.

6. CONCLUSION

§15073.5 of the CEQA Guidelines states that a lead agency is required to recirculate an IS/MND when a document has been substantially revised after public notice of its availability has previously been given. However, recirculation is not required when new information is added to the IS/MND, which merely clarifies, amplifies, or makes insignificant modifications to the document. The project revisions described above in Section 4, Project Revisions do not result in significant modifications. In addition, the impact comparison provided above demonstrates that no new significant impacts or substantial increase in the severity of impacts would occur upon implementation of the revised project description. Therefore, no recirculation is required.

While the proposed changes do not warrant the recirculation of the IS/MND, this document should be made part of the administrative record and transmitted to the City's decision-making body along with the previously-approved IS/MND to provide clarification regarding proposed changes outlined above and to comply with CEQA Guidelines §15164.
ATTACHMENT A
AIR QUALITY DATA
### Construction Emissions

#### Demolition

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Emission Factors (g/h)</th>
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<th>Emissions (tons/year)</th>
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<td>N₂O</td>
<td>CO₂</td>
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<td><strong>Total Emissions for Trenching</strong></td>
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#### Paving

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<td>N₂O</td>
<td>CO₂</td>
</tr>
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#### Construction

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<td><strong>Total Emissions for Construction</strong></td>
<td>127.920</td>
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#### Total Construction Emissions

- **CO₂**: 79.618 tons/year
- **CH₄**: 0.17 tons/year
- **N₂O**: 0.02 tons/year
- **CO₂ in g CO₂/g CO₂ eq/year**: 7.128.0 tons CO₂ per year
- **CO₂ eq in g CO₂/g CO₂ eq/year**: 32.64 tons CO₂ per year

**Notes:**

- **Construction Equipment Emission Factor Source:** Provided by SCAQMD.
- **Refer to the URBEAMS 2007 assumptions and model output for construction equipment assumptions**

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*Page 151*
## Emissions From Electricity Consumed By Land Uses

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<tr>
<th>Land Use</th>
<th>Amount</th>
<th>Kilowatt-hours per year</th>
<th>CO 2.00E-04</th>
<th>NOx 1.15E-03</th>
<th>SOx 1.20E-04</th>
<th>PM 10 4.00E-05</th>
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<td>Restaurant (SF)</td>
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<tr>
<td><strong>TOTAL - pounds per day</strong></td>
<td><strong>--</strong></td>
<td><strong>--</strong></td>
<td><strong>3.67E-04</strong></td>
<td><strong>1.94E-02</strong></td>
<td><strong>2.33E-00</strong></td>
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<td><strong>--</strong></td>
<td><strong>7.06E-05</strong></td>
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### Additional Tables

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<td>metric tons CO2eq per year</td>
<td>247.40</td>
<td>0.65</td>
<td>0.27</td>
</tr>
</tbody>
</table>

**Notes:**
1. Usage rate: average for SCE and LADWP.

**Source:**
South Coast Air Quality Management District. CEQA Air Quality Handbook, November 1993, Table A9-11.

**Source for greenhouse gas emissions rates:**
## Water Consumption Indirect Emissions

<table>
<thead>
<tr>
<th>Acre Feet per year</th>
<th>Electricity Usage kWh/yr</th>
<th>Units</th>
<th>CO</th>
<th>ROG</th>
<th>NOₓ</th>
<th>SOₓ</th>
<th>PM₁₀</th>
<th>CO₂</th>
<th>N₂O</th>
<th>CH₄</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Demand</td>
<td></td>
<td></td>
<td>2.00E-04</td>
<td>1.00E-05</td>
<td>1.15E-03</td>
<td>1.20E-04</td>
<td>4.00E-05</td>
<td>0.772</td>
<td>6.59E-06</td>
<td>4.04E-05</td>
</tr>
<tr>
<td></td>
<td></td>
<td>pounds/yr</td>
<td>7.10E+00</td>
<td>3.55E-01</td>
<td>4.08E+01</td>
<td>4.28E+00</td>
<td>1.42E+00</td>
<td>2.74E+04</td>
<td>2.34E-01</td>
<td>1.43E+00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>tons/yr</td>
<td>3.55E-03</td>
<td>1.77E-04</td>
<td>2.04E-02</td>
<td>2.13E-03</td>
<td>7.10E-04</td>
<td>1.37E+01</td>
<td>1.17E-04</td>
<td>7.16E-04</td>
</tr>
<tr>
<td></td>
<td></td>
<td>mt/yr</td>
<td>3.22E-03</td>
<td>1.61E-04</td>
<td>1.85E-02</td>
<td>1.93E-03</td>
<td>6.44E-04</td>
<td>1.24E+01</td>
<td>1.05E-04</td>
<td>6.50E-04</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MTCO₂EQ</td>
<td>12.43</td>
<td>0.04</td>
<td>0.02</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Energy Factor 1,666 kWh/acre-foot

http://www.energy.ca.gov/research/law/industry/water.html
## Emissions From Natural Gas Consumed By Land Uses

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Amount</th>
<th>Cubic feet per unit/square feet/customer per month</th>
<th>CO</th>
<th>ROG</th>
<th>NOx</th>
<th>NOx</th>
<th>SOx</th>
<th>PM10</th>
<th>CO2</th>
<th>N2O</th>
<th>CH4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family Units</td>
<td>6,665</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>--</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Multi-Family Units</td>
<td>4,011.5</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>--</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>NonResidential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Industrial</td>
<td>241,611</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>--</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Hotel/Motel</td>
<td>71,005</td>
<td>4.8</td>
<td>0.23</td>
<td>0.06</td>
<td>0.91</td>
<td>1.36</td>
<td>--</td>
<td>0.00</td>
<td>1,345.36</td>
<td>0.02</td>
<td>0.03</td>
</tr>
<tr>
<td>Retail/Shopping Center</td>
<td>2.9</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>--</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Office</td>
<td>2.0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Blank</td>
<td>5.0</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>--</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL - pounds per day</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>--</td>
<td>--</td>
<td>2.27E-01</td>
<td>6.02E-02</td>
<td>9.09E-01</td>
<td>1.36E+00</td>
<td>--</td>
<td>2.27E-03</td>
<td>1,345.36</td>
<td>0.02</td>
<td>0.03</td>
</tr>
<tr>
<td><strong>TOTAL - tons per year</strong></td>
<td></td>
<td></td>
<td>4.15E-02</td>
<td>1.19E-02</td>
<td>1.56E-01</td>
<td>2.49E-01</td>
<td>--</td>
<td>4.15E-04</td>
<td>245.5276</td>
<td>0.0045</td>
<td>0.0047</td>
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<tr>
<td><strong>TOTAL - metric tons per year</strong></td>
<td></td>
<td></td>
<td>3.76E-02</td>
<td>8.97E-03</td>
<td>1.56E-01</td>
<td>2.28E-01</td>
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<td>3.76E-04</td>
<td>2.23E+02</td>
<td>4.08E-03</td>
<td>4.27E-03</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CO2</th>
<th>N2O</th>
<th>CH4</th>
</tr>
</thead>
<tbody>
<tr>
<td>222.74</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>metric tons per year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CO2</th>
<th>N2O</th>
<th>CH4</th>
</tr>
</thead>
<tbody>
<tr>
<td>222.74</td>
<td>1.27</td>
<td>0.99</td>
</tr>
<tr>
<td>metric tons CO2eq per year</td>
<td></td>
<td></td>
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</tbody>
</table>

Notes:
1. Usage rate; average for SCE and LADWP.

Source:
South Coast Air Quality Management District, CEQA Air Quality Handbook, November 1993, Table A9-12.
## Mobile Source Emissions Calculations

<table>
<thead>
<tr>
<th></th>
<th>Total VMT</th>
<th>Breakdown</th>
<th>Emission Factor</th>
<th>Total Emissions</th>
<th>Total Emissions</th>
<th>Delivery Emissions</th>
<th>Total Emissions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Passenger</td>
<td>Delivery</td>
<td>Passenger</td>
<td>Delivery</td>
<td>tons/yr</td>
<td>tons/yr</td>
</tr>
<tr>
<td>CO</td>
<td>8,125</td>
<td>8668.75</td>
<td>456.25</td>
<td>0.00709228</td>
<td>0.01407776</td>
<td>61.48</td>
<td>6.42</td>
</tr>
<tr>
<td>NO₂</td>
<td>9,125</td>
<td>8668.75</td>
<td>456.25</td>
<td>0.00071158</td>
<td>0.01577311</td>
<td>6.17</td>
<td>7.20</td>
</tr>
<tr>
<td>N₂O</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ROG</td>
<td>9,125</td>
<td>8668.75</td>
<td>456.25</td>
<td>0.000074567</td>
<td>0.000026255</td>
<td>6.46</td>
<td>0.94</td>
</tr>
<tr>
<td>SO₂</td>
<td>9,125</td>
<td>8668.75</td>
<td>456.25</td>
<td>0.000001072</td>
<td>0.000002682</td>
<td>0.09</td>
<td>0.01</td>
</tr>
<tr>
<td>PM₂.₅</td>
<td>9,125</td>
<td>8668.75</td>
<td>456.25</td>
<td>0.000009067</td>
<td>0.000059056</td>
<td>0.79</td>
<td>0.27</td>
</tr>
<tr>
<td>CH₄</td>
<td>9,125</td>
<td>8668.75</td>
<td>456.25</td>
<td>0.000005834</td>
<td>0.000050174</td>
<td>0.51</td>
<td>0.23</td>
</tr>
<tr>
<td>CO₂</td>
<td>9,125</td>
<td>8668.75</td>
<td>456.25</td>
<td>1.10087435</td>
<td>2.78163459</td>
<td>9543.20</td>
<td>1263.12</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>CO₂</th>
<th>N₂O</th>
<th>CH₄</th>
</tr>
</thead>
<tbody>
<tr>
<td>metric tons per year</td>
<td>1,790.10</td>
<td>0.11</td>
<td>0.10</td>
</tr>
<tr>
<td>metric tons CO₂eq per year</td>
<td>1,793.10</td>
<td>33.43</td>
<td>2.18</td>
</tr>
</tbody>
</table>

Notes:
1. VMT based upon URBEMIS 2007 model output.
3. Breakdown of Passenger and Delivery Trucks assumes 95% auto and 5% truck.
4. Emission Factor for N₂O based upon a conversion ratio of 0.04873 from NOₓ to N₂O. Based upon California Air Resources Board: Estimates of Nitrous Oxide.
<table>
<thead>
<tr>
<th>Mit./Cond. No.</th>
<th>Mitigation Measure/Conditions of Approval</th>
<th>Verification of Compliance</th>
<th>Party Responsible for Monitoring</th>
<th>initials</th>
<th>Date</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES-1</td>
<td>Construction equipment staging areas must use appropriate screening (i.e., temporary fencing with opaque material) to buffer views of construction equipment and material, when feasible. Staging locations must be identified on Final Development Plans and Grading Plans.</td>
<td>Visual Inspection</td>
<td>During grading and construction</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AES-2</td>
<td>All construction-related lighting must include shielding in order to direct lighting down and away from adjacent residential areas and consist of the minimal wattage necessary to provide safety at the construction site. A construction safety lighting plan must be submitted to the City for review concurrent with Grading Permit application.</td>
<td>Visual Inspection</td>
<td>During grading and construction</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AES-3</td>
<td>All exterior lighting and advertising (including signage) must be directed onto the specific location intended for illumination (e.g., parking lots, driveways, and walkways) and shielded away from adjacent properties and public rights-of-way to minimize light spillover onto adjacent areas.</td>
<td>Site Plan Processing</td>
<td>Plan Check</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AES-4</td>
<td>Before issuance of the Site Development Permit, the applicant must submit a lighting plan to the City of El Segundo for review and approval. The plan must specify the lighting type and placement to ensure that the effects of security and other outdoor lighting are minimized on adjacent uses and do not create spillover effects. The plan must specifically incorporate the following design features:</td>
<td>Site Plan Processing</td>
<td>Before issuance of Site Development Permit</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- The project must incorporate project design features to shield light and/or glare from vehicles entering or exiting parking lots and from the north face of the proposed structure by providing barriers so that light from vehicle headlights would not illuminate off-site sensitive uses.

- The project must incorporate project design features to provide landscaping, physical barriers, screening, or other buffers to minimize project-generated illumination from entering off-site areas and to prevent glare or interference with vehicular traffic, in accordance with the El Segundo Municipal Code.

<p>| AES-5 | The proposed structure must be designed to maximize the use of textured or other non-reflective exterior surfaces and non-reflective glass. | Site Plan Processing | Plan Check | City of El Segundo - Planning and Building Safety Department | | |</p>
<table>
<thead>
<tr>
<th>Mit./Cond. No.</th>
<th>Mitigation Measure/Conditions of Approval</th>
<th>Monitoring and Reporting Process</th>
<th>Monitoring Milestone</th>
<th>Party Responsible for Monitoring</th>
<th>Initials</th>
<th>Date</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AQ-1</strong></td>
<td>During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions must be controlled by regular water or other dust preventive measures using the following procedures, as specified in the SCAQMD Rule 403.</td>
<td>Visual Inspection</td>
<td>During Grading and Construction</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Limit on-site vehicle speed to 15 miles per hour.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Water material excavated or graded sufficiently to prevent excessive amounts of dust. Water at least twice daily with complete coverage, preferably in the late morning and after work is done for the day.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Water or securely cover material transported on-site or off-site sufficiently to prevent generating excessive amounts of dust.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Minimize area disturbed by clearing, grading, earth moving, or excavation operations so as to prevent generating excessive amounts of dust.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Indicate these control techniques in project specifications. Compliance with the measure will be subject to periodic site inspections by the City.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Prevent visible dust from the project from emanating beyond the property line, to the maximum extent feasible.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Trucks transporting soil, sand, cut or fill materials, and/or construction debris to or from the site must be tarped from the point of origin.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AQ-2</strong></td>
<td>Project grading plans must show the duration of construction. Ozone precursor emissions from construction equipment vehicles must be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. Compliance with this measure must be subject to periodic inspections of construction equipment vehicles by the City and included in construction bid documents.</td>
<td>Grading Plan Processing, Visual Inspection</td>
<td>Plan Check, During Grading and Construction</td>
<td>City of El Segundo – Director of Public Works/City Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AQ-3</strong></td>
<td>All trucks that are to haul excavated or graded material on-site must comply with California Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. This provision must be provided in construction bid documents.</td>
<td>Dust Control Compliance</td>
<td>During Grading and Construction</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


### Mitigation Measure/Conditions of Approval

<table>
<thead>
<tr>
<th>Mitigation Measure/Conditions of Approval</th>
<th>Monitoring and Reporting Process</th>
<th>Monitoring Milestone</th>
<th>Party Responsible for Monitoring</th>
<th>Initials</th>
<th>Date</th>
<th>Remarks</th>
</tr>
</thead>
</table>
| AQ-4 | The following measures must be implemented to reduce ROG emissions resulting from application of architectural coatings:  
  - Contractors must use high-pressure-low-volume (HPLV) paint applicators with a minimum transfer efficiency of at least 50 percent;  
  - Use required coatings and solvents with a VOC content lower than required under Rule 1113;  
  - Construct/build with materials that do not require painting; and  
  - Use pre-painted construction materials. | Visual Inspection | During Grading and Construction | City of El Segundo - Planning and Building Safety Department |          | | |
| AQ-5 | Construction hours, allowable work days, and phone numbers of the job superintendent must be clearly posted at all construction entrances to allow for surrounding property owners and residents to contact the job superintendent. If the job superintendent receives a complaint, appropriate corrective actions must be implemented immediately and a report taken to the reporting party. | On-site Notice Posting | During Grading and Construction | City of El Segundo - Planning and Building Safety Department |          | | |
| AQ-6 | Trash receptacles within the project site must have lids that enable convenient collection and loading and must be emptied on a regular basis, in compliance with City of El Segundo regulations for the collection of solid waste. | Visual Inspection | During Grading and Construction | City of El Segundo - Planning and Building Safety Department |          | | |

### Cultural Resources

<table>
<thead>
<tr>
<th>Cultural Resources</th>
<th>Monitoring and Reporting Process</th>
<th>Monitoring Milestone</th>
<th>Party Responsible for Monitoring</th>
<th>Initials</th>
<th>Date</th>
<th>Remarks</th>
</tr>
</thead>
</table>
| CUL-1 | In the event that archaeological resources are unearthed during project subsurface activities, all earth-disturbing work within a 100-meter radius must be temporarily suspended or redirected until an archaeologist has been provided the opportunity to assess the significance of the find and implement appropriate measures to protect or scientifically remove the find. Construction personnel must be informed that unauthorized collection of cultural resources is prohibited.  

If the resource is determined to be significant, the archaeologist, as appropriate, must prepare a research design for recovery of the resources in consultation with the State Office of Historic Preservation that satisfied the requirements of §21085.2 of CEQA. The archaeologist must complete a report of excavations and findings, and must submit the report for peer review by three County-certified archaeologists or paleontologists, as appropriate. Upon approval of the report, the County must submit the report to the San Bernardino Archeological Information Center and keep the report on file at the County of San Bernardino. After the find has been appropriately mitigated, work in the area may resume. | Visual Inspection | During Grading | City of El Segundo - Planning and Building Safety Department |          | | |
<table>
<thead>
<tr>
<th>Mit/Cond. No.</th>
<th>Mitigation Measure/Conditions of Approval</th>
<th>Monitoring and Reporting Process</th>
<th>Monitoring Milestone</th>
<th>Party Responsible for Monitoring</th>
<th>Initials</th>
<th>Date</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUL-2</td>
<td>A certified paleontologist must be present during initial grading and all soil disturbances on the project site in order to monitor any significant paleontological findings. In the event that paleontological resources are unearthed during project subsurface activities, all earth-disturbing work within a 100-meter radius must be temporarily suspended or redirected until a paleontologist has been provided the opportunity to assess the significance of the find and implement appropriate measures to protect or scientifically remove the find. Construction personnel must be informed that unauthorized collection of cultural resources is prohibited. If the resource is determined to be significant, the paleontologist, as appropriate, must prepare a research design for recovery of the resources in consultation with the State Office of Historic Preservation that satisfied the requirements of §21083.2 of CEQA. The paleontologist must complete a report of excavations and findings, and must submit the report for peer review by three County-certified archaeologists or paleontologists, as appropriate. Upon approval of the report, the County must submit the report to the San Bernardino Archeological Information Center and keep the report on file at the County of San Bernardino. After the find has been appropriately mitigated, work in the area may resume.</td>
<td>Visual Inspection</td>
<td>During Grading</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUL-3</td>
<td>If human remains are unearthed, California Health and Safety Code Section 7050.5 requires that no further disturbance must occur until the County coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC will then contact the most likely descendant of the deceased Native American, who will then serve as consultant on how to proceed with the remains.</td>
<td>Visual Inspection</td>
<td>During Grading</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Hazards and Hazardous Materials**

| HAZ-1 | The applicant and construction contractor must comply with existing hazardous materials regulations, which are codified in Titles 8, 22, and 26 of the California Code of Regulations, and their enabling legislations set forth in Chapter 6.95 of the California Health and Safety Code. In addition, the applicant and construction contractor must comply with applicable federal, state, and local laws and regulations pertaining to the transport, use, and disposal of hazardous waste, including but not limited to, Title 49 of the Code of Federal Regulations and as implemented by Title 13 of the CCR. | Visual Inspection | During Grading and Construction | City of El Segundo - Planning and Building Safety Department | | | |

**Hydrology and Water Quality**

<p>| HYD-1 | Before the City issues grading permits, the applicant must prepare, obtain approval from the City's Public Works Department and the Planning and Building Safety Department, and implement a Water Quality Management Plan. | Submittal/approval of a Water Quality Management Plan | Before issuance of grading permits | City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department | | | |</p>
<table>
<thead>
<tr>
<th>Mit./Cond. No.</th>
<th>Mitigation Measure/Conditions of Approval</th>
<th>Monitoring and Reporting Process</th>
<th>Monitoring Milestone</th>
<th>Party Responsible for Monitoring</th>
<th>Initials</th>
<th>Date</th>
<th>Remarks</th>
</tr>
</thead>
</table>
| Noise         | Before the City issues grading permits, the construction contractor must demonstrate to the Planning and Building Safety Director the following:  
- Construction contracts must specify that all construction equipment, fixed or mobile, be equipped with properly operating and maintained mufflers and other State required noise attenuation devices.  
- Construction noise reduction methods such as shutting off idling equipment, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, must be used where feasible.  
- During construction, stationary construction equipment must be placed such that emitted noise is directed away from sensitive noise receptors.  
- All construction entrances must clearly post construction hours, allowable workdays, and the phone number of the job superintendent. This will allow surrounding owners to contact the job superintendent with concerns. If the developer receives a noise-related complaint, appropriate corrective actions must be implemented and a report taken indicating the action with a copy of the report provided to the reporting party upon request. | Grading Plan Processing | Before issuance of grading permits | City of El Segundo – Planning and Building Safety Director |          |      |         |
<p>| NOI-2         | Per the El Segundo Municipal Code, construction cannot occur between the hours of 6:00 PM and 7:00 AM Monday through Saturday or at any time on Sunday or a Federal holiday. | Visual Inspection | During grading and construction | City of El Segundo - Planning and Building Safety Department |          |      |         |
| NOI-3         | If pile driving occurs within 250 feet of commercial receptors, alternative construction methods such as pre-drilling, drilled piles, Giken silent piling, pile cushioning, or any non-impact drivers must be implemented to significantly reduce vibration levels generated by construction activities. | Site Plan/Construction Plan Processing | Before construction | City of El Segundo - Planning and Building Safety Department |          |      |         |</p>
<table>
<thead>
<tr>
<th>Mit./Cond. No.</th>
<th>Mitigation Measure/Conditions of Approval</th>
<th>Monitoring and Reporting Process</th>
<th>Monitoring Milestone</th>
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<th>Initials</th>
<th>Date</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>TR-1</td>
<td>El Segundo Boulevard at Continental Boulevard: The project applicant must fund and install the re-striping of the westbound through/ right lane to a dedicated right-turn lane and must fund the manufacturing and installation of the associated signage, subject to approval by the City's Director of Public Works. The City reserves the right at City's expense, as determined by the Director of Public Works, to remove the dedicated right-turn lane in the future if it is unnecessary, as reasonably determined by the Director of Public Works, or if a similar improvement can be substituted.</td>
<td>Plan processing/virtual inspection</td>
<td>Prior to construction</td>
<td>City of El Segundo – Director of Public Works/City Engineer</td>
<td></td>
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</tr>
<tr>
<td>TR-2</td>
<td>Before the City issues grading permits, a reciprocal agreement must be entered into between the Northrop Grumman Tower and the proposed hotel to allow for the hotel's use of 40 parking spaces. The reciprocal agreement must be provided to the City's Planning and Building Safety Department.</td>
<td>Approval of reciprocal agreement</td>
<td>Before issuance of grading permits</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
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</tr>
<tr>
<td>UTL-1</td>
<td>Before the City issues building permits, the project site must be annexed into the Los Angeles County Sanitation District No. 5.</td>
<td>Proof of an annexation</td>
<td>Before issuance of building permits</td>
<td>City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department</td>
<td></td>
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</tr>
<tr>
<td>UTL-2</td>
<td>Before the City issues building permits, the project applicant must obtain a sewer connection permit from the Los Angeles County Sanitation District to obtain sanitary sewer service. Prior to obtaining a connection permit, the applicant must also pay a sewer connection fee as determined by the County Sanitation District of Los Angeles County.</td>
<td>Submittal of a sewer connection permit</td>
<td>Before issuance of building permits</td>
<td>City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UTL-3</td>
<td>Before the City issues building permits, the project applicant must provide additional local sewer infrastructure as necessary to connect the project site to existing sewer infrastructure. This provision must be coordinated with the project applicant and may be the partial responsibility of the applicant, as determined by the City.</td>
<td>Visual Inspection</td>
<td>Before issuance of building permits</td>
<td>City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department</td>
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<tr>
<td>UTL-4</td>
<td>The project applicant must comply with Title 12 of the ESMC regarding Sewer Facilities.</td>
<td>Visual Inspection</td>
<td>Before issuance of building permits</td>
<td>City of El Segundo – Director of Public Works/City Engineer and Planning and Building Safety Department</td>
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<tr>
<td>Mitigation Measure/Conditions of Approval</td>
<td>VERIFICATION OF COMPLIANCE</td>
<td>Monitoring and Reporting Process</td>
<td>Monitoring Milestone</td>
<td>Party Responsible for Monitoring</td>
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<tr>
<td>UTL-5: Before the City issues building permits, the project applicant must submit the Final Working Drawings to the City's Planning and Building Safety Department and the Public Works Department for review and approval.</td>
<td>Submittal of Final Working Drawings</td>
<td>Before issuance of building permits</td>
<td>City of El Segundo - Director of Public Works/City Engineer and Planning and Building Safety Department</td>
<td></td>
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<tr>
<td>UTL-6: Where feasible, the applicant must install refuse compacting equipment to substantially reduce the number of refuse hauling trips and allow for more effective and sanitary disposal.</td>
<td>Site Plan Processing</td>
<td>Before issuance of grading permits</td>
<td>City of El Segundo - Planning and Building Safety Department</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>UTL-7: The applicant must work with a commercial hauler licensed to operate in the City of El Segundo, to coordinate recycling efforts for the entire development.</td>
<td>Proof of service</td>
<td>Before issuance of grading permits</td>
<td>City of El Segundo - Solid Waste Management Coordinator</td>
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<td></td>
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<tr>
<td>UTL-8: The applicant's contractor must reduce construction-generated waste according to State law by 50 percent. The applicant or contractor must submit a construction waste management plan explaining the practices that would be used to achieve this level of reduction. This plan must be reviewed and accepted by the City's Solid Waste Management Coordinator before the City issues grading permits.</td>
<td>Submittal of a construction waste management plan</td>
<td>Before issuance of building permits</td>
<td>City of El Segundo - Solid Waste Management Coordinator</td>
<td></td>
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</tbody>
</table>
CITY COUNCIL AGENDA PACKET 2010-04-02
ITEM #1 SPECIAL ORDERS OF BUSINESS
ATTACHEMENT 4

MITIGATED NEGATIVE DECLARATION

AVAILABLE ON THE CITY OF EL SEGUNDO’S WEBSITE AT;

http://www.elsegundo.org/depts/planningsafety/planning/default.asp

Under:
Major Projects- Environmental Project

Titled:
Cambria Suites Hotel Projects – IS/MND & MMRP

PLEASE NOTE: FOR COUNCIL A CD HAS BEEN PLACE IN YOUR NOTEBOOKS
199 North Continental Boulevard
Specific Plan

Prepared for:
JF El Segundo Owner, LLC
By
The City Of El Segundo
March 2010
199 North Continental Boulevard Specific Plan

Specific Plan No. 09-02
El Segundo, California

Applicant
JF El Segundo Owner, LLC

Prepared By
Tracy Nelson
City Of El Segundo
Department Of Planning And Building Safety

March, 2010
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<tr>
<td>6</td>
<td>Aerial View From The Southwest</td>
<td>4</td>
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</tbody>
</table>
1.0 SUMMARY

This Specific Plan has been prepared to allow flexibility in the development of a hotel or development of other uses consistent with the adjacent zoning district. The 199 North Continental Boulevard Specific Plan provides detailed text and exhibits which describes the hotel project and the improvements that are envisioned to occur within the project. The Specific Plan will guide the build-out of the project site in a manner that is consistent with City and State policies and standards and ensures that the project is developed in a coordinated manner.

1.1 PURPOSE AND AUTHORITY

The purpose of this Plan is to provide a foundation for the proposed land uses on the subject property through the application of regulations, standards and design guidelines. The 199 North Continental Boulevard Specific Plan provides text and exhibits which describe the proposed land uses and associated guidelines.

This Specific Plan must be adopted in accordance with the provisions of Government Code §§ 65450 through 65457, which grants local governments authority to prepare Specific Plans of development for any area regulated by a General Plan.

Government Code §§ 65450 through 65454 establishes the authority to adopt a Specific Plan, identifies the required contents of a Specific Plan, and mandates consistency with the General Plan.

According to Government Code § 65450, a Specific Plan must include text and a diagram or diagrams which specify all of the following in detail:

- The distribution, location, and extent of the uses of land, including open space within the area covered by the plan.

- The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the land area covered by the plan and needed to support the land uses described in the plan.

- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

- A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the above items.

- A discussion of the relationship of the Specific Plan to the General Plan.

A thorough review of the El Segundo General Plan shows that this Specific Plan is compatible and consistent with the goals and policies outlined in the General Plan. This Specific Plan will further the goals and policies of the General Plan.

This Specific Plan was prepared to provide the essential relationship between the policies of the El Segundo General Plan and actual development in the project area. By functioning as a regulatory document, the 199 North Continental Boulevard Specific Plan provides a means of implementing and detailing the City of El Segundo's General Plan. All future development plans and entitlements within the Specific Plan boundaries must be consistent with the standards set forth in this document.
1.2 **PROJECT HISTORY**

On September 25, 2008, the El Segundo Planning Commission approved Environmental Assessment No. EA 733 and Conditional Use Permit No. 07-07 to allow construction of a six-story, 61,104 square-foot hotel on a 1.75 acre site located at 101 Continental Boulevard (new address of 199 North Continental Boulevard), at the northwest corner of El Segundo Boulevard and Continental Boulevard, immediately north and adjacent to the Northrop Tower (formerly the Xerox Tower). The Hotel (Aloft Hotel) was approved for a total of 167 rooms at a maximum FAR of 0.80 as permitted in the Corporate Office Zone.

In August 2009, JF El Segundo Owner, LLC, submitted a new project requesting minor modifications to the original approval.

1.3 **PROJECT DESCRIPTION**

The 1.75 acre 199 North Continental Boulevard Specific Plan area is paved with parking and was originally part of a larger 10.58 acre site which included the 101 Continental Boulevard property. A lot line adjustment created the 1.75 acre plan area. The project consists of a 71,005 square foot, 152-room hotel with a 0.92 FAR; essentially a slightly larger hotel with a smaller footprint and overall building mass.

The revised project is similar to the original project and has some additional benefits: (1) the project generates fewer vehicle trips; (2) provides more favorable economic development; and (3) provides better hotel amenities. This Specific Plan implements the desire to support the revised project with an FAR in excess of that permitted by the Corporate Office (CO) Zone. A comparison is shown in Table 1; differences are highlighted in bold text.

<table>
<thead>
<tr>
<th>Project Item</th>
<th>Approved Aloft Hotel</th>
<th>Proposed Cambria Suites</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td>Construct a six-story, 61, 104 square-foot hotel</td>
<td>Construct a six-story, 71, 005 square-foot hotel</td>
<td>+ 9,901 S.F.</td>
</tr>
<tr>
<td>Parcel Size</td>
<td>1.75 acre site (76,370 square feet)</td>
<td>1.75 acre site (76,370 square feet)</td>
<td>N/C</td>
</tr>
<tr>
<td>FAR (Max for the CO Zone, 0.80:1)</td>
<td>0.80:1</td>
<td>0.92:1</td>
<td>+.12</td>
</tr>
<tr>
<td>Total Rooms</td>
<td>167 Rooms</td>
<td>152 Rooms</td>
<td>- 15 Rooms</td>
</tr>
<tr>
<td>Room Size</td>
<td>304 Square-feet</td>
<td>344 Square-feet</td>
<td>+40 S.F.</td>
</tr>
<tr>
<td>Fitness Area</td>
<td>679 Square-feet</td>
<td>1,257 Square-feet</td>
<td>+678 S.F.</td>
</tr>
<tr>
<td>Conference Rooms/ Meeting Rooms</td>
<td>1 Conference Room @ 690 Square-feet</td>
<td>3 Conference Rooms @ 1,307 Square-feet total</td>
<td>+617 S.F.</td>
</tr>
<tr>
<td>Restaurant/ Bar</td>
<td>1,059 S.F.</td>
<td>1,625 S.F.</td>
<td>+566 S.F.</td>
</tr>
<tr>
<td>Parking @ 1 each first 100 rooms &amp; ¾ for each of the next 100 rooms possible</td>
<td>150 plus 2 loading spaces</td>
<td>139 parking spaces plus 2 loading spaces (-11 Parking spaces)</td>
<td>-11</td>
</tr>
<tr>
<td>Public Benefit</td>
<td>N/A</td>
<td>LEED Certified Bldg. &amp; $75,000 contribution to public park/ recreation capital improvement project (to benefit children)</td>
<td>As noted</td>
</tr>
</tbody>
</table>

![Figure 1 Cambria Suites Hotel](image)
1.4 CEQA COMPLIANCE

Under the original proposal (Aloft Hotel), the El Segundo Planning Commission adopted an Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to CEQA § 15070. Since the project underwent minor modifications, the City prepared an addendum to the original IS/MND. Pursuant to CEQA, an addendum to an adopted Negative Declaration or Mitigated Negative Declaration is needed if minor technical changes or modifications to the proposed project occur (CEQA Guidelines § 15164) and only if those minor changes do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The addendum need not be circulated for public review (CEQA guidelines § 15164[c]); however, an addendum must be considered by the decision-making body before making a decision on the project (CEQA Guidelines § 15164[d]).

An addendum for the revised Project was prepared and found that the project revisions do not result in significant modifications. Thus, the Initial Study/Mitigated Negative Declaration prepared for the previously approved project located on this same site, with addendum, will serve as the CEQA documentation for the 199 North Continental Boulevard Specific Plan. This environmental review is also applicable to future hotel development projects that are processed in conformance with this Specific Plan, thus requiring no further environmental documentation as noted in Sections 15162 of the State CEQA Guidelines.

The document establishes the following development thresholds shown in Table 2 below.

<table>
<thead>
<tr>
<th>IS/MND Addendum</th>
<th>Gross Floor Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel</td>
<td>71,005 with a 0.92 floor area ratio (FAR)</td>
</tr>
<tr>
<td>All other permitted uses allowed by the 199 North Continental Boulevard Specific Plan</td>
<td>As determined by the 0.80 floor area ratio (FAR)</td>
</tr>
</tbody>
</table>

The Addendum to the Mitigated Negative Declaration analyzes the effects of a 71,005 square-foot hotel development with a 0.92 FAR. All other development within the Specific Plan area is subject to the requirements of the California Environmental Quality Act.

1.5 CURRENT GENERAL PLAN AND ZONING

The El Segundo General Plan land use classification and the zoning district designate the property as Corporate Office. This designation is intended to allow for general office and hotel uses and a mixture of food-serving uses with limited retail uses.
2.0 PHYSICAL ENVIRONMENT

The 1.75 acre project site slopes gently west and varies in elevation from approximately 117 feet to 134 feet above mean sea level, from west to east.

Locally, the project site is located on the northwest corner of El Segundo Boulevard and Continental Boulevard, immediately north of and adjacent to a 16-story office tower currently occupied by Northrop Grumman. Various commercial, hotel, general office, light industrial uses, and associated parking lots surround the site.

Regionally, the subject site is located in the northeast portion of the City of El Segundo, approximately one mile north of the boundary with the City of Manhattan Beach. The project site is approximately one-quarter mile east of Sepulveda Boulevard (Highway 1), one mile west of the San Diego Freeway (Interstate 405), and one mile south of Los Angeles International Airport (LAX).
2.2 CIRCULATION

Access to the Specific Plan area will be via two driveways. Primary access would be from Continental Boulevard and secondary access would be from El Segundo Boulevard. A reciprocal access agreement is in place with the adjacent office tower for shared driveway access. Additionally, the existing westbound through lane at the intersection of El Segundo Boulevard and Continental Boulevard must be re-striped and converted to a right-turn only lane with signage.

2.3 UTILITIES AND INFRASTRUCTURE

A. Water Service
Water service is provided by the City Of El Segundo Public Works Department, Water Division and is currently available within the Specific Plan Area. A 16-inch water line is available for use within Continental Boulevard located immediately east of the site. Additionally, south of the site and along El Segundo Boulevard there are several water lines ranging from 12-inches to 24-inches and a 42-inch reclaimed water line. A 6-inch reclaimed water line is currently under construction on Continental Boulevard between El Segundo Boulevard and Grand Avenue. The construction is scheduled for completion in May 2010.

B. Sewer Service
Sewer service within the project area which is east of Sepulveda Boulevard is provided by the Los Angeles County Sanitation District. Service connections can be made to the existing 21-inch sewer line traversing Continental Boulevard via one of the 12-inch lateral connections.

C. Solid Waste Disposal
Solid waste disposal is provided to commercial and industrial users by a variety of private haulers. Development within the Plan area would contract with a provider. Landfill capacity is adequate for the assumed population and commercial growth within Los Angeles County. The 199 North Continental Boulevard Specific Plan would not exceed any assumptions for either population or commercial growth in the region.

D. Gas Service
Gas service is provided by Southern California Gas Company. There is an existing 6-inch gas line located within Continental Boulevard and a 12-inch and 20-inch line within El Segundo Boulevard.

E. Electric/Telephone and Cable Service
Electric service is provided by Southern California Edison via existing underground lines along Continental Boulevard and El Segundo Boulevard. Telephone service is provided by AT & T and Sprint via existing lines in adjacent streets and cable service is provided by Time Warner Cable.

F. Fire Suppression
The El Segundo Fire Department (ESFD) provides fire protection services and emergency medical service to the City. The Specific Plan area is approximately one-quarter mile(s) from the newly constructed Fire Station 2 which is located within the Corporate Campus Specific Plan project area. The provision of water for fire suppression is available from existing water lines via adjacent hydrants.

G. Drainage
On-site drainage must comply with National Pollution Discharge Elimination System (NPDES) requirements.

3.0 LAND USE AND DEVELOPMENT STANDARDS

The 199 North Continental Boulevard Specific Plan must be administered in accordance with the El Segundo Municipal Code ("ESMC"), except as noted herein.

A. Permitted Uses
The following uses are permitted in the 199 North Continental Boulevard Specific Plan:

1. Hotels not to exceed 0.92 FAR.
2. General offices.

March 2010
199 North Continental Boulevard Specific Plan
City Of El Segundo
4. Public uses, including, but not limited to fire and police stations, post offices and libraries.
5. Recreational facilities (public and private).
6. Research and development uses.
7. Restaurants and cafes.
8. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

B. Permitted Accessory Uses
1. Any use customarily incidental to a permitted use.
2. Cafes.
3. Limited support service retail uses.
4. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

C. Uses Subject to an Administrative Use Permit
1. The off-site sale of alcohol at limited support service retail establishments as an accessory use.
2. The on-site sale and consumption of alcohol at restaurants.
3. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

D. Prohibited Uses
The following uses are prohibited in the 199 North Continental Boulevard Specific Plan:

1. Drive-through restaurants.
2. Freight forwarding.
3. Helicopter landing facilities.
4. Service stations.
5. Video Arcades.

E. Site Development Standards
The 199 North Continental Boulevard Specific Plan standards apply to all uses in the Plan area. Where the Specific Plan does not regulate, new development must comply with the applicable sections of the ESMC. Otherwise, this Specific Plan regulates the primary development guidelines for the Specific Plan area.

The development standards of the Specific Plan are intended to be consistent with the adjacent Corporate Office (CO) Zone with the added flexibility to allow the development of a hotel use with a 0.92 floor area ratio.

2. Lot Area
The minimum lot area is 10,000 gross square feet.

3. Height
No building or structure can exceed two hundred feet (200').

4. Setbacks
   a. Front Yard: twenty five feet (25') minimum
   b. Side Yard: Fifteen feet (15') minimum, unless one of the following exists:
      i. If the side yard adjoins a dedicated street, a minimum of twenty five feet (25') must be provided;
      ii. If the side yard abuts a property with a different classification, the side yard setbacks must be the average of the two (2) side yard setbacks, but not less than ten feet (10').
   c. Rear Yard: Ten feet (10'), unless one of the following conditions exists:
      i. If the rear yard adjoins an alley, dedicated street, public right of way, or if the primary access is through the rear yard, a minimum of twenty five feet (25') must be provided;
      ii. If the rear yard abuts a property with a different classification, the rear yard setbacks must be the average of the two (2) rear yard setbacks, but not less than ten feet (10').

5. Lot Frontage
Each Lot must have a minimum frontage on a street of one hundred feet (100').
6. Building Area/Floor Area Ratio (FAR)
   a. Hotels: The total net floor area of all buildings cannot exceed the total net square footage of the property multiplied by 0.92.

   b. Other Uses: The total net floor area of all buildings cannot exceed the total net square footage of the property multiplied by 0.80.

7. Walls and Fences
   All walls and fences must comply with the provisions of ESMC § 15-5E-7(G) and § 15-2-4. Decorative masonry, open work wrought iron and similar materials are permitted. The use of chain link and razor wire is prohibited.

8. Access
   All development projects must provide adequate access and facilities for various modes of transit. All development projects must comply with the City's transportation demand management program, ESMC Chapter 15-16. In addition, all development projects must provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then pedestrian access must be provided between buildings.

9. Landscaping
   Landscaping must be provided as required by ESMC Chapters 10-2 and 15-2.

10. Off-Street Parking and Loading Spaces
    Off-street parking and loading spaces must be provided as required by ESMC Chapter 15-15.

11. Signs
    Signs located in the Specific Plan area must comply with the requirements of ESMC Chapter 15-18 except as follows:

    1. Not more that two off site monument signs are allowed: one at the El Segundo Boulevard entrance and one at the Continental Boulevard entrance. These two signs must comply with all other requirements of ESMC Chapter 15-18.

F. Design Features for Hotels
   The following minimum features must be included in all hotels within the Plan area:

   1. Hotels must include a minimum of 1,000 square feet of meeting room space.
   2. Hotels must include a minimum of 1,000 square feet of indoor fitness facilities.
   3. Hotels must include outdoor recreational amenities, including a minimum of one of the following: pool, spa, tennis court, racquetball court, or similar recreational or athletic facilities, as approved by the Director of Planning and Building Safety.
   4. Hotels must include a restaurant or café for hotel patrons.

G. Design Standards
   The following minimum design standards must be incorporated in all projects within the Plan area:

   1. All colors, textures, and materials on exterior elevation(s) must be coordinated to achieve a continuity of design.
   2. Exterior building materials and design must be contemporary in nature and compatible with developments in the vicinity.
   3. The buildings must have contrasting accent features that use at least two primary exterior building materials (including, without limitation, stucco, stone, rock, and brick) and/or two exterior colors.
   4. Building materials must be of non-reflective coatings and glazings and windows must use low-reflectivity glass.
   5. Plans must be reviewed and approved by the Director of Planning and Building Safety.
for compliance with the Design Standards specified in Section 3(G) of this Plan. If the Director finds that such plans are noncompliant, an applicant may appeal that decision in accordance with the ESMC.

H. Phasing

All development projects must be completed in one phase of construction.

4.0 IMPLEMENTATION AND ADMINISTRATION

A. Procedures
In order to implement the Specific Plan, review and approval of the following applications is required:

B. General Plan Amendment
A General Plan Amendment (GPA 09-02) is required to change the land use designation from Corporate Office (CO) to Specific Plan.

C. Specific Plan
The 199 North Continental Boulevard Specific Plan rezones the project area to Specific Plan and thereby establishes this Specific Plan (SP 09-02) as the regulatory document governing the development of the site. The Specific Plan requires Planning Commission recommendation to City Council.

D. Addendum to Mitigated Negative Declaration
An Addendum to the previously adopted Mitigated Negative Declaration must be considered by the decision-making body before making a decision on the project.

E. Zone Change and Zone Text Amendment
A Zone Change (ZC 09-02) to create the Specific Plan designation to replace the existing Corporate Office (CO) Zone designation and a Zone Text Amendment (ZTA 09-04) to add the 199 North Continental Boulevard Specific Plan to ESMC § 15-3-1 and 15-3-2 is required. Both require City Council approval.

F. Development Agreement
A Development Agreement (DA 09-03) is required.

4.1 GENERAL ADMINISTRATION

The 199 North Continental Boulevard Specific Plan must be administered and enforced by the City of El Segundo in accordance with the ESMC.

A. Administrative Determinations
Administrative Determinations must comply with ESMC Chapter 15-22.

B. Land Use Determinations
The Director of Planning and Building Safety may grant administrative determinations related to uses in accordance with ESMC Chapter 15-22.

4.2 RELATIONSHIP TO THE ESMC

This Specific Plan augments the development regulations and standards of the City of El Segundo’s zoning regulations. When an issue, condition or situation occurs which is not covered or provided for in this Specific Plan, the zoning regulations that are most applicable to the issue, condition or situation apply. Therefore, the Corporate Office (CO) zoning would apply. This Specific Plan supersedes any conflict with ESMC zoning regulations.

4.3 AMENDMENT

In accordance with the Government Code §§ 65450-65457, Specific Plans must be prepared, adopted and amended in the same manner as General Plans except that Specific Plans may be adopted by resolution or by ordinance.

This plan may be amended as necessary in the same manner it was adopted, by ordinance. Said amendment or amendments do not require a concurrent General Plan amendment unless the Director of Planning and Building Safety determines
that the proposed amendment would substantially affect General Plan goals, policies, objectives or programs.
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
CITY CLERK
CITY OF EL SEGUNDO
350 Main Street
El Segundo, California 90245

EXEMPT FROM RECORDER’S FEES
Pursuant to Government Code § 6103

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO AND
JF EL SEGUNDO OWNER, LLC

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

This Development Agreement (the "Agreement") is made and entered into by and between the CITY OF EL SEGUNDO, a municipal corporation ("City") and JF EL SEGUNDO OWNER, LLC, a Florida limited liability company ("Developer") and is operative as of the Effective Date. City and Developer are referred to hereinafter individually as "Party" and collectively as "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

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

1.1 Pursuant to Government Code §§ 65865, et seq., City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property for the development of such property.

1.2 Developer owns that certain 1.75 acre site located at 199 North Continental Boulevard as more specifically described in Exhibit "A" ("Property").

1.3 On September 25, 2008 the City approved Environmental Assessment No. EA-773 and Conditional Use Permit No. 07-07 to allow Developer to construct a six-story, 61,104 square-foot, 167-room Aloft hotel with a maximum FAR of .80 (the "Project").

1.4 City has approved an Addendum to the Mitigated Negative Declaration for Environmental Assessment No. 844 ("MND"); General Plan Amendment No. 09-02; 199 North Continental Boulevard Specific Plan No. 09-02; Zone Change No. 09-04; Zone Text Amendment No. 09-04; Administrative Use Permit 09-06, and this Agreement (Development Agreement No. 09-03) for Developer to build a hotel with a .92 FAR (collectively the "Project Approvals"). Developer’s application for the Project Approvals was deemed complete by the City on February 10, 2010 (collectively the "Project").

1.5 By this Agreement, City desires to obtain the binding agreement of Developer to develop the Property in accordance with the Project Approvals, Applicable Rules and this Agreement. In consideration thereof, City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement.

1.6 By this Agreement, Developer desires to obtain the binding agreement of City to permit the development of the Property in accordance with the Project Approvals, the Applicable Rules (as hereinafter defined) and this Agreement. In consideration thereof, Developer agrees to waive its rights, if any, to challenge legally the limitations on density and use imposed upon development of the Property under this Agreement.
1.7  City and Developer acknowledge and agree that the consideration that is to be exchanged pursuant to this Agreement is fair, just and reasonable and that this Agreement is consistent with the General Plan of City.

1.8  This Agreement is intended to provide flexible entitlements, within the parameters set forth herein and subject to the terms and conditions hereof, to meet the changing market demands that are likely to occur throughout the buildout of the Project.

1.9  The proposed Project uses are consistent with the City's General Plan, as amended, (the “General Plan”).

1.10  By General Plan Amendment No. 09-02, development of the Project will further the comprehensive planning objectives contained within the General Plan, and will result in public benefits, including, among others, the following:

1.10.1  Fulfilling long-term economic and social goals for City and the community,

1.10.2  Providing fiscal benefits to City's general fund in terms of increased employment and utility, business license, property tax, transient occupancy tax, and other tax revenues, which are anticipated to exceed $2,500,000 as reflected in the below chart,

<table>
<thead>
<tr>
<th></th>
<th>Cambria Suites Hotel</th>
<th>Transient Occupancy Tax (“Bed” Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Guest Rooms - 152</td>
<td>8%</td>
</tr>
<tr>
<td>Calendar Year 1</td>
<td>Opening 5/1/2011</td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>60%</td>
<td></td>
</tr>
<tr>
<td>Average Daily Rate</td>
<td>$135</td>
<td></td>
</tr>
<tr>
<td>Revenue Per Available Room</td>
<td>$81</td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$2,954,880</td>
<td>$236,390</td>
</tr>
<tr>
<td>Year 2 (Full Year 2012)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>78%</td>
<td></td>
</tr>
<tr>
<td>Average Daily Rate</td>
<td>$146</td>
<td></td>
</tr>
<tr>
<td>Revenue Per Available Room</td>
<td>$114</td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$6,324,720</td>
<td>$505,978</td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>83%</td>
<td></td>
</tr>
<tr>
<td>Average Daily Rate</td>
<td>$155</td>
<td></td>
</tr>
<tr>
<td>Revenue Per Available Room</td>
<td>$129</td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$7,156,920</td>
<td>$572,554</td>
</tr>
<tr>
<td>Year 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>83%</td>
<td></td>
</tr>
<tr>
<td>Average Daily Rate</td>
<td>$160</td>
<td></td>
</tr>
<tr>
<td>Cambria Suites Hotel</td>
<td>Transient Occupancy Tax (&quot;Bed&quot; Tax)</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------------</td>
<td></td>
</tr>
<tr>
<td>Guest Rooms - 152</td>
<td>8%</td>
<td></td>
</tr>
<tr>
<td>Revenue Per Available Room</td>
<td>$133</td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$7,378,840</td>
<td>$590,307</td>
</tr>
<tr>
<td>Year 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>83%</td>
<td></td>
</tr>
<tr>
<td>Average Daily Rate</td>
<td>$164</td>
<td></td>
</tr>
<tr>
<td>Revenue Per Available Room</td>
<td>$136</td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$7,545,280</td>
<td>$603,622</td>
</tr>
<tr>
<td>&quot;BED&quot; TAX TOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2011 – 2015)</td>
<td>$31,360,640</td>
<td>$2,508,851</td>
</tr>
</tbody>
</table>

1.10.3 Providing both short-term construction employment and long-term permanent employment within City as reflected in the below chart,

<table>
<thead>
<tr>
<th>Type</th>
<th>Jobs Created</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short-term Construction *</td>
<td>400</td>
</tr>
<tr>
<td>Long-term Permanent **</td>
<td>37</td>
</tr>
<tr>
<td>Total Jobs Created</td>
<td>437</td>
</tr>
</tbody>
</table>

** Short-term Construction
Full-time jobs created for the duration (or a portion of) the construction process

<table>
<thead>
<tr>
<th>Type</th>
<th>Jobs Created</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time Contractors</td>
<td>150</td>
</tr>
<tr>
<td>Sub-Contractors</td>
<td>250</td>
</tr>
<tr>
<td>Total</td>
<td>400</td>
</tr>
</tbody>
</table>

** Long-term Permanent
Full-time jobs created on a permanent basis to operate hotel

Staff Members

<table>
<thead>
<tr>
<th>Type</th>
<th>Jobs Created</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Personnel</td>
<td>5</td>
</tr>
<tr>
<td>Front Desk Agents</td>
<td>5</td>
</tr>
<tr>
<td>Night Auditors</td>
<td>2</td>
</tr>
<tr>
<td>Room Attendants/ Laundry</td>
<td>12</td>
</tr>
<tr>
<td>Cooks</td>
<td>4</td>
</tr>
<tr>
<td>Type</td>
<td>Jobs Created</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Servers/ Baristas/ Bartenders</td>
<td>7</td>
</tr>
<tr>
<td>Maintenance Technicians</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>37</strong></td>
</tr>
</tbody>
</table>

1.10.4 Providing the first Leadership in Energy and Environmental Design (LEED) Certified hotel in El Segundo,

1.10.5 Furthering the City’s goals of promoting sustainable building,

1.10.6 Providing $75,000 to City’s Recreation and Parks Department to enhance and enliven the community in accordance with City’s goals, and

1.10.7 Creating a mechanism of economic stimulus for the City.

1.11 On __________, 2010, the Planning Commission of the City commenced a duly noticed public hearing on this Agreement, and at the conclusion of the hearing recommended approval of the Agreement.

1.12 On __________, 2010, the City Council of the City (“City Council”) commenced a duly noticed public hearing on this Agreement, and at the conclusion of the hearing certified and approved this Agreement by Resolution No. _____ and by Ordinance No. _____ (the “Enabling Ordinance”).

2. **Property Subject to this Agreement.** All of the Property is subject to this Agreement.

3. **Binding Effect.** The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to the City and the Developer and each successive successor in interest thereto and constitute covenants that run with the Property. Any and all rights and obligations that are attributed to the Developer under this Agreement run with the land irrespective of whether the Developer develops the Property.

3.1 **Constructive Notice and Acceptance.** Every person who acquires any right, title or interest in or to any portion of the Property in which the Developer has a legal interest is, and will be, conclusively deemed to have consented and agreed to be bound by this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

3.2 **Rights to Assign.** Developer may assign or transfer its rights and obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time during the term of this Agreement without approval of the City.

3.3 **Liabilities Upon Transfer.** Upon the delegation of the duties and obligations under this Agreement and the sale, transfer or assignment of all or any portion
of the Property, Developer will be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer, if (i) Developer has provided to the City prior or subsequent written notice of such transfer and (ii) the transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Property so transferred by executing an Assignment and Assumption Agreement in the form of Exhibit “B” attached hereto. Upon any transfer of any portion of the Property and the express assumption of Developer’s obligations under this Agreement by such transferee, the City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property so acquired by such transferee. Any such transferee is entitled to the benefits of this Agreement as “Developer” hereunder and is subject to the obligations of this Agreement applicable to the parcel(s) transferred. A default by any transferee only affects that portion of the Property owned by such transferee and does not cancel or diminish in any way Developer’s rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee is responsible for satisfying the good faith compliance requirements set forth in Section 9 below relating to the portion of the Property owned by such transferee, and any amendment to this Agreement between the City and a transferee only affects the portion of the Property owned by such transferee.

4. Development of the Property. The following provisions govern the development and use of the Property.

4.1 Permitted Uses. Density. The permitted and conditionally permitted uses of the Property are those set forth in the 199 North Continental Boulevard Specific Plan, the El Segundo Municipal Code (“ESMC”) and this Agreement, all of which are applicable to the Property.

4.2 Development Standards. All design and development standards applicable to the Property (“Development Standards”) are set forth in the El Segundo General Plan, the ESMC, the Applicable Rules, the Project Approvals, and this Agreement. Additionally, the following restrictions apply:

4.2.1 Floor Area Ratio. No hotel uses within the Project can exceed .92 Floor Area Ratio (“FAR”). All other uses within the Project cannot exceed .80 Floor Area Ratio.

4.2.2 Monument Signs.

The Project is approved for up to two monuments signs as reflected on Exhibit “C.”

4.3 Building Standards. All construction on the Property must adhere to the California Building Code, the California Electrical Code, the California Mechanical Code, the Uniform Sign Code, the Uniform Code for Abatement of Dangerous Buildings, and Uniform Administrative Code, as adopted by the El Segundo Municipal Code, in
effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively the “Building Codes”).

4.4 Fees, Exactions, Mitigation Measures, Conditions, Reservations and Dedications. All fees, exactions, mitigation measures, conditions, reservations and dedications of land for public purposes that are applicable to the Project or the Property are set forth in the Applicable Rules, the Project Approvals and this Agreement. Additionally, Developer must pay all applicable fees that are in effect at the time that fees are required to be paid pursuant to Section 6.2 of this Agreement. This Section cannot be construed to limit the authority of City to charge normal and customary application, processing, and permit fees for land use approvals, building permits and other similar permits, which fees are designed to reimburse City’s actual expenses attributable to such application, processing and permitting and are in force and effect on a City-wide basis at such time as said approvals and permits are granted by City.

4.5 Use of Easements. Notwithstanding the provisions of the Applicable Rules, easements dedicated for vehicular and pedestrian use are permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable, environmental remediation, and other utilities and facilities so long as they do not unreasonably interfere with pedestrian and/or vehicular use.

5. Vesting of Development Rights

5.1 Applicable Rules. The Applicable Rules consist of the following:

5.12.1 The General Plan, as it exists on the Effective Date,

5.12.2 The ESMC as it exists on the Effective Date,

5.12.3 Such other laws, ordinances, rules, regulations, and official policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the development of the Property in force at the time of the Effective Date, which are not in conflict with this Agreement.

5.2 Entitlement to Develop. The Developer is granted the vested right to develop the Project on the Property subject to the Applicable Rules, the Project Approvals and any future approvals applied for by the Developer and granted by the City for the Project or the Property (the “Future Approvals”).

5.3 Subsequent Enactments. Any change in the Applicable Rules, including, without limitation, any change in any applicable general plan or specific plan, zoning, or subdivision regulation, adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever
and adopted by the City Council, the Planning Commission or any other board, agency, commission or department of the City, or any officer or employee thereof, or by the electorate, as the case may be (collectively the "Subsequent Rules"), which would, absent this Agreement, otherwise be applicable to the Property, cannot be applied by the City to any part of the Property.

5.4 Future Approvals.

5.4.1 Minor Modifications to Project. Developer may make minor changes to the Project and Project Approvals ("Minor Modifications") without amending this Agreement upon the administrative approval of the City of El Segundo Director of Planning and Building Safety (the "City Planning and Building Safety Director") or designee, provided that such modifications are consistent with the Development Standards, Applicable Rules and Project Approvals. The City cannot unreasonably withhold or delay approval of any Minor Modification. The City has the right to impose reasonable conditions in connection with Minor Modifications, provided, however, such conditions cannot (i) be inconsistent with the Applicable Rules, the Project Approvals or with the development of the Project as contemplated by this Agreement; (ii) directly or indirectly, unreasonably hinder, delay, impede, obstruct, interfere with, or place unreasonably burdensome or restrictive measures or requirements upon development of the Project or the Property or any portion thereof; or (iii) impose additional dedications, infrastructure or public improvement obligations, fees, costs or exactions in excess of those identified in the Applicable Rules, the Project Approvals, or this Agreement.

5.4.2 Modification of Project Approvals. It is contemplated by City and Developer that Developer may, from time to time, pursuant to Section 5.4.1 seek Minor Modifications to the Project or one or more of the Project Approvals. Any such Minor Modifications are contemplated by City and Developer as being within the scope of this Agreement as long as they are authorized pursuant to this Section 5.4.2 and must, upon approval by City, continue to constitute the Project Approvals as referenced herein. The Parties agree that any such amendments do not constitute an amendment to this Agreement nor require an amendment to this Agreement.

5.4.3 Modifications Requiring Amendment to this Agreement. Any proposed modification to the Project which results in any of the following do not constitute a Minor Modification but constitute a Major Modification and require an amendment to this Agreement pursuant to Section 15 below.

(a) Any decrease in the required building setbacks as set forth in the 199 North Continental Boulevard Specific Plan,

(b) Any increase in the total developable square footage of the entire Property for hotel uses in excess of the maximum .92 FAR, any increase in the total developable square footage of the entire property for all uses other than hotel uses in excess of the maximum .80 FAR,
(c) Any increase in height of buildings or structures on the Property above 200 feet,

(d) Any decrease in the minimum required lot area as set forth in the 199 North Continental Boulevard Specific Plan,

(e) Any decrease in the minimum required lot frontage as set forth in the 199 North Continental Boulevard Specific Plan,

(f) Any change in use to a use which is not permitted under this Agreement,

(g) Any deviation from the uses and development standards or limitations set forth in Section 4.1 and Section 4.2 of this Agreement, except to the extent these Sections specifically provide for the Council to approve of alternative uses or square footage requirements, and,

(h) Any material modification to Developer's obligation to provide LEED certification for the Project and monies to the Recreation and Parks Department.

(i) Other than the Major Modifications listed above, all other modifications to the Project are considered "Minor Modifications."

5.5 Plan Review. Plans for each building on the Property, including plans for signage, trash enclosures and screening and landscaping, must be reviewed and approved by the City Planning and Building Safety Director before the City issues a building permit, provided, however, that, notwithstanding anything to the contrary contained in the Applicable Rules, the sole purpose of such review is to verify consistency with the Development Standards, Applicable Rules and Project Approvals. The City Planning and Building Safety Director must approve all features which are consistent with the Development Standards, Applicable Rules or Project Approvals or are otherwise specifically approved by this Agreement and has no authority to disapprove or conditionally approve any features or matters which are consistent with or otherwise which have been specifically approved by this Agreement.

5.6 Timing of Development. In Pardee Construction Co. v. City of Camarillo ("Pardee"), 37 Cal. 3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer has the right, without obligation, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the term of this Agreement.

5.6.1 Limitations.
In furtherance of the Parties' intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, applies to the Property. However, nothing in this Section can be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

5.7 Term. This Agreement is in effect for a period of eight (8) years from the Effective Date. However, Developer or City are entitled to one (1) five (5) year extension by written notice to the other Party before the Agreement's expiration, provided that the requesting Party is not in material default of its obligations hereunder at such time. In addition, every approval granted for the Project other than ministerial approvals remains valid for a period of time equal to the term of this Agreement.

5.8 Issuance of Building Permits. No building permit, final inspection or certificate of occupancy will be unreasonably withheld, conditioned, or delayed from the Developer if all infrastructure required to serve the portion of the Property covered by the building permit, final inspection or certificate of occupancy is in place or is suitably guaranteed to be completed (by covenant, bond, letter of credit or otherwise) to the reasonable satisfaction of the City before completion of construction and all of the other relevant provisions of the Project Approvals, Future Approvals and this Agreement have been satisfied.

5.9 Satisfaction of Mitigation Measures and Conditions. In the event that any of the mitigation measures or conditions required of Developer hereunder have been implemented by others, Developer will be conclusively deemed to have satisfied such mitigation measures or conditions, consistent with CEQA. If any such mitigation measures or conditions are rejected by a governmental agency with jurisdiction, the Developer may implement reasonably equivalent substitute mitigation, consistent with CEQA, to the City's satisfaction, in lieu of the rejected mitigation measures or conditions. Such substitution constitutes a Minor Modification pursuant to Section 5.4.1 above.

5.10 Moratorium. The Property is exempt from any moratorium or other limitation (including but not limited to the rate, timing, phasing or sequencing of development) affecting subdivision maps, building permits, certificates of occupancy or other land use entitlements that are approved or to be approved, issued or granted within the City, or portions of the City, except those that are necessary to protect a significant threat to the health, safety and welfare of the City. Any moratorium imposed tolls the time periods set forth in this Agreement.

5.11 Performance of City Planning and Building Safety Director Duties. If the City determines at any time during the term of this Agreement that the duties to be performed by the City Planning and Building Safety Director under this Agreement will be performed by one or more staff members other than the Planning and
Building Safety Director, the City will endeavor to notify the Developer of such change. The City must ensure that a person or persons are designated at all times to carry out the duties of the Planning and Building Safety Director set forth in this Agreement.

6. **Developer Agreements.**

6.1 **General.** The Developer must comply with (i) this Agreement, (ii) the Project Approvals, including without limitation all mitigation measures required by the determination made pursuant to the California Environmental Quality Act, and (iii) all Future Approvals for which it is the applicant or a successor in interest to the applicant.

6.2 **Development Fees.** Subject to the provisions of Section 4.4 above, Developer must pay the development fees in effect at such time that building permits are issued for the Project. The Developer is entitled to credits against the City's traffic mitigation fees to the extent Developer has off-site traffic improvements that are required by the Project Approvals and are included in any subsequent traffic fee mitigation program adopted by the City pursuant to Government Code §§ 66000, *et seq.* Such credits are based upon the actual audited costs and can only be granted to the extent such improvements are constructed in accordance with all applicable state and local laws. The Developer waives any and all rights it may have to challenge development fees that are currently applicable to development within the City and the City's right to amend its current development fees and/or impose additional development fees. However, the Developer retains the legal right to challenge the amount of any such amended or increased development fees to the extent such are not in compliance with the requirements of Government Code §§ 66000, *et seq.* as well as its right to receive credits against such amended or increased fees.

6.3 **City Benefits.**

Developer's Project must be LEED Certified in compliance with the U.S. Green Building Council standards in effect as of the Effective Date. Developer also agrees to contribute $75,000 to the City's Recreation and Parks Department for capital project improvements that will benefit children. Developer agrees to pay $50,000 when City issues a building permit and $25,000 at certificate of occupancy. Developer will also pay for a plaque at the site of the capital project improvement acknowledging the contribution from Developer.

6.4 **Maintenance Obligations.** The Developer must maintain all portions of the Property in its possession or control, and any improvements thereon, in a first class clean, neat and orderly manner. The Parties' respective maintenance obligations survive any termination or expiration of this Agreement.

6.5 **Term of Map(s) and Other Project Approvals.** Pursuant to California Government Code §§ 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed on all or any portion of the
Property and the term of each of the Project Approvals will be extended for a period of
time through the scheduled termination date of this Agreement as set forth in Section 5.7
above.

6.6 Sales and Use Tax.

In the event the contract price for any work on the Project is
valued at $5,000,000 or more, Developer agrees to report, on a State Board of
Equalization Tax Return, any purchases of tangible personal property made in connection
with the finishing of and/or installation of materials, or fixtures for the Project, when such
purchases were made without sales or use tax due. Developer must indicate the City as a
registered job site location on the State Board of Equalization Tax Return. In such event,
developer must also obtain a permit or a sub-permit from the State Board of Equalization
indicating the City as the registered job site location, in accordance with State Board of
Equalization Operations Memorandum No. 1023.

(a) Developer further agrees that if Developer retains
contractors or subcontractors to perform a portion of work on the Project, and said
contracts or subcontracts are valued at $5,000,000 or more, said contracts or subcontracts
must contain the provisions set forth in Section 6.6 above.

(b) The Director of Finance of the City is authorized to relieve
Developer, and Developer’s contractors and subcontractors, from the requirements set
forth in this Section 6.6 upon proof to the reasonable satisfaction of the Director of
Finance that Developer and/or its contractors or subcontractors have made good faith
efforts to obtain said permit or sub-permits, but were denied the same by the State Board
of Equalization

6.7 Third-Party Agreements Restricting Uses on Property. Developer
warrants and represents that it has not and will not enter into any agreements with third-
parties, or record any restrictions against the Property, which directly or indirectly limit
the potential uses for the Property that are currently permitted pursuant to this Agreement
or in the 199 North Continental Boulevard Specific Plan in any respect including without
limitation the particular retailers, types and/or sizes of structures or businesses, types of
uses, or the owners of any businesses allowed on the Property. The Developer may
request that the City Council consent to any such restriction which consent may be
withheld in the City Council’s sole discretion.

7. City/Developer Agreements.

7.1 Expedited Processing. The City must process, at Developer’s
expense, in an expedited manner all plan checking, hearings, excavation, grading,
building, encroachment and street improvement permits, certificates of occupancy,
certificate of performance, utility connection authorizations, and other ministerial permits
or approvals necessary, convenient or appropriate for the grading, excavation,
construction, development, improvement, use and occupancy of the Project in accordance
with the City’s accelerated plan check process under the Applicable Rules. Without
limiting the foregoing, if requested by Developer, the City agrees to utilize private planners and plan checkers (upon Developer's request and at Developer's cost) and any other available means to expedite the processing of Project applications, including concurrent processing of such applications by various City departments.

7.2 Processing Cooperation and Assistance. To the extent permitted by law, the City must reasonably cooperate with the Developer in securing any and all entitlements, authorizations, permits or approvals which may be required by any other governmental or quasi-governmental entity in connection with the development of the Project or the Property and in any dealings with federal, state and other local governmental and quasi-governmental entities concerning issues affecting the Property. The City will endeavor to keep the Developer fully informed with respect to its communications with such agencies which could impact the development of the Property.

7.3 Processing During Third Party Litigation. The filing of any third party lawsuit(s) against the City or the Developer relating to this Agreement, the Project Approvals, any Future Approvals or to other development issues affecting any portion of the Property or the Project will not hinder, delay or stop the development, processing or construction of the Project, approval of the Future Approvals, or issuance of ministerial permits or approvals, unless the third party obtains a court order preventing the activity.

7.4 Monument Signage.

Developer may erect up to two monument signs for the Project at 199 North Continental Boulevard in compliance with the 199 North Continental Boulevard Specific Plan and the ESMC, at the locations designated on Exhibit "C."

8. Modification/Suspension. Pursuant to Government Code § 65869.5, in the event that any state or federal law or regulation, enacted after the Effective Date, precludes compliance with any provision of this Agreement, such provision will be deemed modified or suspended to the extent practicable to comply with such state or federal law or regulation, as reasonably determined necessary by City. Upon repeal of said law or regulation or the occurrence of any other event removing the effect thereof upon the Agreement, the provisions hereof will be restored to their full original effect.


9.1 Review of Compliance. In accordance with Government Code § 65865.1, this Section 9 and the Applicable Rules, once each year, on or before each anniversary of the Effective Date, the Planning and Building Safety Director will review the extent of the Developer's good faith substantial compliance with the terms and
provisions of this Agreement as well as the performance by the City of its obligations under this Agreement ("Periodic Review").

9.2 **Good Faith Compliance.** During each Periodic Review, the Developer must, within thirty (30) days before the annual Effective Date, submit a written status report that, during the preceding twelve (12) month period, it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase “good faith compliance” means that the Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied with the Developer’s material obligations under this Agreement.

9.3 **Information to be Provided to Developer.** Fourteen (14) days before the annual Effective Date the City must deliver to the Developer a copy of all staff reports prepared in connection with a Periodic Review, any prior staff reports generated during the review period, written comments from the public and, to the extent practical, and all related exhibits concerning such Periodic Review. Subject to the provisions of Section 14.1 below, upon the Developer’s request, the Developer must be given a full and adequate opportunity to be heard orally and in writing regarding its performance and, at its option, the City’s performance under the Agreement before the completion of the City Planning and Building Safety Director’s Periodic Review.

9.4 **Notice Of Non-Compliance, Cure Rights.** Subject to the provisions of Section 14.1 below, if at the completion of Periodic Review, the City Planning and Building Safety Director reasonably concludes on the basis of substantial evidence that as to any parcel or parcels comprising the Property: i) the Developer has not demonstrated that it is in good faith compliance with this Agreement, and ii) that the Developer is out of compliance with a specific substantive term or provision of this Agreement, then the City Planning and Building Safety Director may issue and deliver to the Developer a written Notice of Violation as set forth in Section 11.1 below.

9.5 **Determination of Developer’s Compliance.** If the Planning and Building Safety Director determines that the Developer demonstrated that it is in good faith compliance with this Agreement, City must, upon Developer’s written request, issue a review letter in recordable form that this Agreement remains in effect and Developer is not in default ("Review Letter"). The Planning and Building Safety Director’s determination regarding a Review Letter is final and non-appealable by the public.

(a) If the Developer appeals to the Planning Commission a determination by the Planning and Building Safety Director that the Developer is not in compliance with this Agreement and the Planning Commission determines that the Developer has demonstrated that it is in good faith compliance with this Agreement, the Planning Commission’s determination is final and non-appealable by the public.
(b) If the Developer appeals to the City Council a determination by the Planning Commission that the Developer is not in compliance with this Agreement, and the City Council determines that the Developer demonstrated that it is in good faith compliance with this Agreement, the City Council’s determination is final and non-appealable by the public.

9.6 Failure of Periodic Review. The City’s failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement does not constitute nor can it be asserted by any Party as a breach by any other Party of this Agreement. If the City has not completed an annual review in any twelve (12) month period, Developer may request in writing a Review Letter. If City fails to provide a Review Letter within sixty (60) days, Developer will be deemed to be in conformity with this Agreement as of Developer’s request date.

10. Excusable Delays. Performance by any Party of its obligations hereunder are excused during any period of "Excusable Delay," as hereinafter defined, provided that the Party claiming the delay gives written notice of the delay to the other Party as soon as reasonably possible after the same has been ascertained. For purposes hereof, Excusable Delay means delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including without limitation; i) acts of God; ii) civil commotion; iii) riot; iv) shortage of materials or supplies; v) damage to work in progress by reason of fire, flood, earthquake or other casualty; vi) reasonably unforeseeable delay caused by a reasonably unforeseeable restriction imposed or mandated by a governmental entity other than City; vii) litigation brought by a third party attacking the validity of this Agreement, a Project Approval, a Future Approval or any other action necessary for development of the Property; viii) delays caused by any default by City or the Developer hereunder; ix) delays due to the presence or remediation of hazardous materials. The term of this Agreement will automatically be extended by any period of Excusable Delay.


11.1 Default. Either Party to this Agreement will have breached this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of violation (the “Notice of Violation”) from the non-breaching Party to the breaching Party, which period of time shall not be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching Party cannot reasonably cure a non-monetary default within the time set forth in the notice, then the breaching Party is not in default if it commences to cure the default within such time limit and diligently effects such cure thereafter. Failure or delay in giving notice of any default does not constitute a waiver of any default nor change the time of default. If the City determines that a default may have occurred, the City must give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code §§ 65867 and 65868. At the time and place set for the hearing on termination, the Developer will be given an opportunity to be heard. If the City Council finds, based upon the evidence,
that the Developer is in breach of this Agreement, the City Council may modify or terminate this Agreement.

11.2 **Content of Notice of Violation.** Every Notice of Violation must state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, (including references to the pertinent provisions of this Agreement), the portion of the Property involved, and the manner in which the breach may be satisfactorily cured. The notice is deemed given in accordance with Section 19 hereof.

11.3 **Remedies for Breach.** The Parties agree that the remedies for breach of this Agreement are limited to the remedies expressly set forth in this subsection. The remedies for breach of this Agreement by City or Developer are limited to injunctive relief and/or specific performance.

12. **Mortgagee Protection.** This Agreement does not prevent or limit the Developer, in any manner, at Developer’s sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing (“Mortgagee”) may require certain Agreement interpretations and agrees, upon request, from time to time, to meet with the Developer and representatives of such lender(s) to provide within a reasonable time period the City’s response to such requested interpretations. The City will not unreasonably withhold its consent to any such requested interpretation, provided that such interpretation is consistent with the intent and purposes of this Agreement. Any Mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property is entitled to the rights and privileges stated herein.

12.1 **Mortgage Not Rendered Invalid.** Neither entering into this Agreement nor a breach of this Agreement will defeat, render invalid, diminish, or impair the priority of the lien of any mortgage or deed of trust on the Property made in good faith and for value. No Mortgagee has an obligation or duty under this Agreement to perform the Developer’s obligations, or to guarantee such performance, before taking title to all or a portion of the Property.

12.2 **Request for Notice to Mortgagee.** The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, is entitled to receive a copy of any Notice of Violation delivered to the Developer.

12.3 **Mortgagee’s Time to Cure.** The City must provide a copy of any Notice of Violation to the Mortgagee within ten (10) days of sending the Notice of Violation to the Developer. The Mortgagee has the right, but not the obligation, to cure the default for a period of thirty (30) days after receipt of such Notice of Violation. Notwithstanding the foregoing, if such default is a default that can only be remedied by such Mortgagee obtaining possession of a Property, or any portion thereof, and such
Mortgagee seeks to obtain possession, such Mortgagee has until thirty (30) days after the date of obtaining such possession to cure or, if such default cannot reasonably be cured within such period, to commence to cure such default, provided that such default is cured no later than one (1) year after Mortgagee obtains such possession.

12.4 **Cure Rights.** Any Mortgagee who takes title to all of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in lieu of foreclosure, will succeed to the rights and obligations of the Developer under this Agreement as to the Property or portion thereof so acquired; provided, however, in no event is such Mortgagee liable for any defaults or monetary obligations of the Developer arising before acquisition of title to the Property by such Mortgagee, except that any such Mortgagee is not entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary or non-monetary obligations due under this Agreement for the Property, or portion thereof acquired by such Mortgagee, are paid.

12.5 **Bankruptcy.** If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving the Developer, the times specified in Section 12.3 above will be extended for the period of the prohibition, except that any such extension cannot extend the term of this Agreement.

12.6 **Disaffirmation.** If this Agreement is terminated as to any portion of the Property by reason of: (i) any default or (ii) as a result of a bankruptcy proceeding, this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Developer or its property, the City, if requested by any Mortgagee, will negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section.

13. **Estoppel Certificate.** At any time and from time to time, the Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such Party certify in writing that, to the knowledge of the certifying Party: i) this Agreement is in full force and effect and a binding obligation of the Parties; ii) this Agreement has not been amended, or if amended, the identity of each amendment; and iii) the requesting Party is not in breach of this Agreement, or if in breach, a description of each such breach. The Party receiving such a request must execute and return the certificate within thirty (30) days following receipt of the notice. The failure of the City to deliver such a written notice within such time constitutes a conclusive presumption against the City that, except as may be represented by the Developer, this Agreement is in full force and effect without modification, and that there are no uncured defaults in the performance of the Developer. The Planning and Building Safety Director is authorized to execute, on behalf of the City, any Estoppel Certificate requested by the Developer. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Property in which that Developer has a legal interest.
14. **Administration of Agreement.**

14.1 **Appeal of Staff Determinations.** Any decision by City staff concerning the interpretation or administration of this Agreement or development of the Property in accordance herewith may be appealed by the Developer to the Planning Commission, and thereafter, if necessary, to the City Council pursuant to the El Segundo Municipal Code. The Developer cannot seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Section. Final determinations by the City Council are subject to judicial review subject to the restrictions and limitations of California law.

14.2 **Operating Memoranda.** The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they will effectuate such clarification through operating memoranda approved in writing by City and Developer, which, after execution, will be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by City and the Developer. Operating memoranda are not intended to and do not constitute an amendment to this Agreement but are mere ministerial clarifications. Consequently, public notices and hearings are not required. The City Attorney is authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 15 below. The authority to enter into such operating memoranda is delegated to the Planning and Building Safety Director, and the Planning and Building Safety Director is authorized to execute any operating memoranda without further City Council action.

14.3 **Certificate of Performance.** Upon the completion of the Project, or the completion of development of any parcel within the Project, or upon completion of performance of this Agreement or its earlier revocation and termination, the City must provide the Developer, upon the Developer’s request, with a statement ("Certificate of Performance") evidencing said completion or revocation and the release of the Developer from further obligations hereunder, except for any ongoing obligations hereunder. The Certificate of Performance must be signed by the appropriate agents of the Developer and the City and be recorded in the official records of Los Angeles County, California. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code § 3093.

15. **Amendment or Termination by Mutual Consent.** Except as otherwise set forth herein, this Agreement may only be amended or terminated, in whole or in part, by mutual consent of City and the Developer, and upon compliance with the provisions of Government Code § 65868.
16. **Indemnification/Defense.**

16.1 **Indemnification of Agreement.** Developer agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Project, this Agreement, Developer's performance of this Agreement, and all procedures with approving this Agreement (collectively, "Discretionary Approvals"), except to the extent such is a result of the City's negligence or intentional misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Discretionary Approvals, Developer agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this Section "the City" includes the City of El Segundo's elected officials, appointed officials, officers, and employees.

16.2 **Defense of Agreement.** If the City accepts Developer's indemnification and defense as provided in Section 16.1 above, the City agrees to and must timely take all actions which are necessary or required to uphold the validity and enforceability of this Agreement, the Discretionary Approvals, Project Approvals, Development Standards and the Applicable Rules. This Section 16 will survive the termination of this Agreement.

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

18. **Effective Date.** This Agreement shall become operative on the date the Enabling Ordinance becomes effective (the "Effective Date") pursuant to Government Code section 36937 which is thirty (30) days after the ordinance is approved.

19. **Notices.** Any notice that a party is required or may desire to give the other shall be in writing and may be sent by: i) personal delivery, or ii) by deposit in the United States mail, postage paid, registered or certified mail, return receipt requested, or iii) by overnight delivery using a nationally recognized overnight courier, providing proof of delivery, or iv) by facsimile, evidenced by confirmed receipt, addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to City: City of El Segundo
350 Main Street
El Segundo, CA 90245
Attention: City Clerk
With a Copy to: Jenkins & Hogin LLP
Manhattan Towers
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
Attention: Mark D. Hensley, Esq.
Telephone (310) 643-8448
Facsimile (310) 643-8441

With a Copy to: City of El Segundo
350 Main Street
El Segundo, CA 90245
Attention: Planning Director

If to Developer: JF El Segundo Owner, LLC
340 Royal Poinciana Way, Suite 306
Palm Beach, FL 33480
Attention: Richard A. Mielbye
Senior Vice President, Development
Telephone: (561) 227-1366
Facsimile (561) 659-7318

With a Copy to: Seltzer Caplan McMahon Vitek
750 B Street, Suite 2100
San Diego, CA 92101
Attention: Cynthia Morgan, Esq.
Telephone: (619) 685-3064
Facsimile (619) 702-6860

19.1 Notice Receipt.

Any notice given by mail are deemed to have been given as of the
date of delivery (whether accepted or refused) established by United States Post Office,
return receipt, or the overnight carrier’s proof of delivery, as the case may be. Notices
given in any other manner are effective only if and when received by the party to be
notified between the hours of 8:00 a.m. and 5:00 p.m., local time of the recipient, of any
business day with delivery made after such hours deemed received the following business
day. A party’s address may be changed by written notice to the other party effective upon
actual receipt of such notice.

20. Entire Agreement. This Agreement contains the entire agreement between
the Parties regarding the subject matter hereof, and supersedes in its entirety all prior
agreements or understandings, oral or written. This Agreement cannot be amended,
except as expressly provided herein.
21. **Waiver.** No waiver of any provision of this Agreement constitutes a waiver of any other provision, whether or not similar, nor can any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver is binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

22. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement is effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

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

24. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party has any right of action based upon any provision of this Agreement.

25. **Recordation of Agreement and Amendments.** This Agreement and any amendment thereof must be recorded with the County Recorder of the County of Los Angeles by the City Clerk of City.

26. **Cooperation Between City and Developer.** City and Developer will execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out the purposes of this Agreement. Upon satisfactory performance by Developer, and subject to the continuing cooperation of the Developer, City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and development of the Project or Property in accordance with the terms of this Agreement.

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

28. **Joint Preparation.** This Agreement was prepared jointly and equally by the Parties, and it cannot be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.

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

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

31. **Weekend/Holiday Dates.** Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date falls upon a Saturday, Sunday or holiday observed by federal savings banks in the State of California, the date for such determination or action is extended to the first business day immediately thereafter.

32. **Not a Public Dedication.** Except as otherwise expressly provided herein, nothing herein contained is a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property. The Developer has the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purpose which is not consistent with the development of the Project. Any portion of the Property conveyed to the City by the Developer as provided herein can be held and used by the City only for the purposes contemplated herein or otherwise provided in such conveyance, and the City will not take or permit to be taken (if within the power or authority of the City) any action or activity with respect to such portion of the Property that would deprive the Developer of the material benefits of this Agreement, or would in any manner interfere with the development of the Project as contemplated by this Agreement.

33. **Releases.**

City agrees that upon written request of Developer and payment of all fees and performance of the requirements and conditions required by Developer by this Agreement, the City must execute and deliver to Developer appropriate release(s) of further obligations imposed by this Agreement in form and substance acceptable to the Los Angeles County Recorder’s Office or as otherwise may be necessary to effect the release.

34. **Consent.**

Where the consent or approval of City or Developer is required or necessary under this Agreement, the consent or approval will not be unreasonably withheld, delayed or conditioned.

35. **Exhibits.**
All exhibit attached hereto are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, Developer and City have executed this Development Agreement.

CITY:

CITY OF EL SEGUNDO,
a municipal corporation

By: _______________________
Name: ____________________
Title: ____________________

ATTEST

________________________
Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

__________________________
Mark D. Hensley, City Attorney

DEVELOPER:

JF EL SEGUNDO OWNER, LLC
a Florida limited liability company

By: __________________________
Name: _________________________
Title: _________________________
EXHIBIT "A"
PROPERTY DESCRIPTION

IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 7343, AS PER MAP FILED IN BOOK 76, PAGE 64, OF PARCEL MAPS, TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAUL REDONDO, AS SHOWN ON A MAP FILED IN CASE NO. 11629 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1; THENCE, ALONG THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 00°04'35" WEST, 100.00 FEET; THENCE, LEAVING SAID EASTERLY LINE THE FOLLOWING SIXTEEN (16) COURSES:

1. NORTH 89°55'25" WEST, 264.04 FEET;
2. NORTH 00°04'35" EAST, 51.96 FEET;
3. NORTH 89°55'25" WEST, 44.27 FEET;
4. SOUTH 00°04'35" WEST, 51.96 FEET;
5. NORTH 89°55'25" WEST, 4.73 FEET;
6. SOUTH 00°04'35" WEST, 42.29 FEET;
7. NORTH 89°55'25" WEST, 38.75 FEET;
8. SOUTH 00°04'35" WEST, 33.25 FEET;
9. NORTH 89°55'25" WEST, 106.62 FEET;
10. SOUTH 00°04'35" WEST, 12.93 FEET;
11. NORTH 89°55'25" WEST, 67.65 FEET;
12. NORTH 00°04'35" EAST, 38.60 FEET;
13. NORTH 89°55'25" WEST, 77.76 FEET;
14. NORTH 00°04'35" EAST, 100.75 FEET;
15. SOUTH 89°55'25" EAST, 25.63 FEET;
16. NORTH 00°04'35" EAST, 49.12 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°55'25" EAST, 578.19 FEET TO THE POINT OF BEGINNING.
EXHIBIT "B"
ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
CITY CLERK
CITY OF EL SEGUNDO
350 Main Street
El Segundo, California 90245

EXEMPT FROM RECORDER’S FEES
Pursuant to Government Code § 6103

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JF El Segundo Owner, LLC a Florida limited liability company ("Assignor") assigns, without warranty except as set forth herein to ______________________ ("Assignee"), all of Assignor’s rights and benefits set forth in that certain Development Agreement between the City of El Segundo and Assignor adopted by the City Council by Ordinance No. ____________________ ("Development Agreement") as to only the land described in the attached Exhibit "A" ("Property") incorporated by this reference ("Assignment"). The Development Agreement was recorded at ______________________ in the official records of Los Angeles County, California.

Assignor warrants to Assignee that, as of the date hereof, Assignor is not in breach of the Development Agreement. Effective upon the consent to this Assignment by the City of El Segundo, Assignor shall be fully and unconditionally released and discharged from all further liabilities and obligations arising under the Development Agreement as to the Property.

This Assignment and Assumption Agreement and the Acceptance and Consent attached as Exhibit “B” and “C” and incorporated by this reference, may be executed in multiple counterpart copies, all of which, taken together, shall constitute a single document.

This Assignment and Assumption Agreement has been executed at ____________________, Florida as of the _____ day of ________, 20__. 

ASSIGNOR:

JF EL SEGUNDO OWNER, LLC
a Florida limited liability company

By:________________________
Name:_______________________
Title:______________________
EXHIBIT "B"
ASSIGNMENT AND ASSUMPTION AGREEMENT
PROPERTY DESCRIPTION

IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING
THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 7343, AS PER MAP FILED IN BOOK 76,
PAGE 64, OF PARCEL MAPS, TOGETHER WITH THAT PORTION OF THE SOUTHWEST
QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL
REDONDO, AS SHOWN ON A MAP FILED IN CASE NO. 11629 OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, BOTH IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1; THENCE, ALONG THE
EASTERLY LINE OF SAID PARCEL 1, SOUTH 00°04'35" WEST, 100.00 FEET; THENCE, LEAVING
SAID EASTERLY LINE THE FOLLOWING SIXTEEN (16) COURSES:

1. NORTH 89°55'25" WEST, 264.04 FEET;
2. NORTH 00°04'35" EAST, 51.96 FEET;
3. NORTH 89°55'25" WEST, 44.27 FEET;
4. SOUTH 00°04'35" WEST, 51.96 FEET;
5. NORTH 89°55'25" WEST, 4.73 FEET;
6. SOUTH 00°04'35" WEST, 42.29 FEET;
7. NORTH 89°55'25" WEST, 38.75 FEET;
8. SOUTH 00°04'35" WEST, 33.25 FEET;
9. NORTH 89°55'25" WEST, 106.62 FEET;
10. SOUTH 00°04'35" WEST, 12.93 FEET;
11. NORTH 89°55'25" WEST, 67.65 FEET;
12. NORTH 00°04'35" EAST, 38.60 FEET;
13. NORTH 89°55'25" WEST, 77.76 FEET;
14. NORTH 00°04'35" EAST, 100.75 FEET;
15. SOUTH 89°55'25" EAST, 25.63 FEET;
16. NORTH 00°04'35" EAST, 49.12 FEET TO THE NORTHERLY
LINE OF SAID PARCEL 1;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°55'25" EAST, 578.19 FEET TO THE
POINT OF BEGINNING.
EXHIBIT "B"
ASSIGNMENT AND ASSUMPTION AGREEMENT
ACCEPTANCE

Assignee, __________________________ accepts the Assignment of the Development Agreement under that certain Assignment and Assumption Agreement dated _________________, 20__ and assumes all duties, obligations and warranties without reservation as Assignor arising from the Development Agreement for the Property.

This Acceptance has been executed at ______________________, ____________, as of the ____ day of __________________, 20__.

ASSIGNEE:

By: __________________________
Name: _________________________
Title: __________________________
EXHIBIT “C”
ASSIGNMENT AND ASSUMPTION AGREEMENT
CONSENT

The City of El Segundo hereby consents to the Assignment of the Development Agreement from the Assignor to the Assignee. Assignor is not in breach of the Development Agreement. Assignor is fully and unconditionally released and discharged from all further liabilities and obligations arising under the Development Agreement.

This Consent has been executed at El Segundo, California, as of the ___ day of ________________, 20___.

CITY OF EL SEGUNDO

By: ___________________________
Name: ___________________________
Title: City Manager

ATTEST

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney
EXHIBIT “C”
MONUMENT SIGN DEPICTION

CAMBRIA SUITES
Signage Manual
Generation 1.4

EL SEGUNDO, CA
December 28, 2009
**CAMBRIA SUITES IN-LINE LED INTERNAL CHANNEL LETTERS WITH LOGO**

<table>
<thead>
<tr>
<th>LETTER</th>
<th>LOGO</th>
<th>OVERALL LENGTH</th>
<th>AMP LOAD</th>
<th>BOXED SQUARE FOOTAGE</th>
<th>ACTUAL SQUARE FOOTAGE</th>
</tr>
</thead>
<tbody>
<tr>
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<td>4.25</td>
<td>78.49</td>
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**NOTEF: 36" CHANNEL LETTERS ARE THE STANDARD**

**CAMBRIA SUITES IN-LINE LED REMOTE CHANNEL LETTERS WITH LOGO**

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<th>LETTER</th>
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</tr>
</tbody>
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**CAMBRIA SUITES IN-LINE LED INTERNAL CHANNEL LETTERS WITH LOGO**

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<td>30.36</td>
</tr>
</tbody>
</table>

**NOTEF: 36" CHANNEL LETTERS ARE THE STANDARD**

Customer: CAMBRIA SUITES

Location: EL SEGUNDO, CA

File Name: PEASONA SITES PLAN - 36" CL - 5X5 DF @ 6" OAH

Prepared By: LIA
Total Sign Area:

Maximum allowed signage @ Entry Foyer Feature Signage "C"
Calculated: Total Building Face  
9247 SF
Allowed: 5% of Building Face  
462 SF
Sign Proposed: <1% of Building Face  
78 SF

Maximum allowed signage @ Entry Foyer Feature Signage "D"
Calculated: Total Building Face  
3596 SF
Allowed: 5% of Building Face  
180 SF
Sign Proposed: 2% of Building Face  
78 SF

Mounting Height:

Signs A & B mounted at grade
Signs C & D mounted at +/- 67'-0" above grade
March 11, 2010

Rick Mielbye
Senior Vice President-Development
Fisher Property Group, Inc.
50 Cocoanut Row, Suite 211
Palm Beach, FL 33480

RE: Environmental Assessment No. EA-844 for
Administrative Use Permit (AUP) No. 09-06

Onsite sale and consumption of beer, wine and distilled spirits at a
proposed hotel restaurant/bar, and the off-site sale and consumption
of beer and wine within the hotel’s non-restaurant areas (Cambria
Suites) (Type 47 ABC License)

Address: 199 N. Continental Boulevard

Dear Mr. Mielbye:

The purpose of this letter is to inform you that, in accordance with El
Segundo Municipal Code (ESMC) Chapter 15-22, the Planning Division
reviewed your application for the above-referenced project and the
Director of Planning and Building Safety APPROVED Environmental
Assessment No. EA-844 and Administrative Use Permit No. 09-06 for the
onsite sale and consumption of beer, wine, and distilled spirits at a
proposed hotel restaurant/bar, and the off-site sale and consumption of
beer and wine within the hotel’s non-restaurant areas. The Director did
not identify a reason to oppose the proposed Type 47 license by the
Alcoholic Beverage Control Department for the proposed hotel to be
located at 199 North Continental Boulevard. The following are the findings
and facts in support of each finding for this decision:
FINDINGS AND FACTS IN SUPPORT OF FINDINGS:

Environmental Assessment No. EA-844

Finding 1

- The proposed project has been analyzed for its environmental impacts and an Initial Study of Environmental Impacts was prepared pursuant to Public Resources Code § 15063 (California Environmental Quality Act). A Mitigated Negative Declaration of Environmental Impacts is proposed pursuant to CEQA §15070. The project is not anticipated to have significant impacts with mitigation measures incorporated.

Facts in Support of Finding 1

1. The applicant requests an alcohol license for the on-site sale and consumption of beer, wine and distilled spirits at a proposed hotel restaurant/bar, and the off-site sale and consumption of beer and wine within the hotel's non-restaurant area. The proposed 71,005 square-foot, 152-room hotel will be located on a 1.75 acre site at 199 North Continental Boulevard. The hotel will also include a 1,625 square-foot restaurant and 3 conference rooms approximately 1,307 square feet in size. The property is in an urbanized and developed area where it has adequate access and all public services and facilities are available. In addition, it is in an area that is not environmentally sensitive. An Initial Study and Mitigated Negative Declaration were prepared pursuant to CEQA, which concluded that with mitigation measures incorporated, the project will not have significant environmental impacts.

2. On September 25, 2008 the Planning Commission approved EA 773 and Conditional Use Permit No. 07-07 for the construction of the subject hotel and adopted a Mitigated Negative Declaration (IS/MND) prepared for the project.

3. An Addendum to the Initial Study/Mitigated Negative Declaration for EA 773 (approved by the El Segundo Planning Commission on September 25, 2008) was prepared pursuant to the requirements of CEQA Guidelines § 15164. Pursuant to CEQA, the Addendum need not be circulated for public review (CEQA § 15164(c)) however, an addendum is to be considered by the decision-making body before to making a decision on the project (CEQA § 15164(d));

4. On March 18, 2010, the Planning Commission will consider and will recommend that the City Council take action on Environmental Assessment No. 844, General Plan Amendment (GPA) No. 09-02, Specific Plan (SP) No. 09-02, Zone Change (ZC) No. 09-02, Zone Text Amendment (ZTA) No. 09-04, and Development Agreement (DA) No. 09-03, including amendments to the Mitigation, Monitoring, and Reporting Program previously adopted for the project.
Administrative Use Permit 09-06

Finding 1

• There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

Facts in Support of Finding 1

1. The applicant proposes to construct a new 71,005 square-foot, 152-room hotel with a 1,625 square-foot restaurant/bar and three conference rooms approximately 1,307 square feet in size. Beer, wine and distilled spirits will be served for onsite consumption at the restaurant/bar and for off-site consumption in non/restaurant areas of the hotel.

2. The General Plan Land Use designation for the site as proposed is 199 North Continental Boulevard Specific Plan and the proposed zoning for the site is 199 North Continental Boulevard Specific Plan (NCBSP) Zone. Hotel uses are permitted in the NCBSP Zone in accordance with NCBSP § 3.0(A)(1), and on-site sale and consumption of alcohol at restaurants as an accessory use is permitted in the 199 North Continental Boulevard Specific Plan (NCBSP) Zone with an Administrative Use Permit in accordance with §3.0(C)(2).

3. The surrounding land uses include industrial, restaurant, hotel, and office uses. The proposed hotel with on-site sale and consumption of beer, wine and distilled spirits will be similar and compatible with the surrounding uses.

4. The restaurant must obtain a State of California Alcohol and Beverage Control (ABC) license for on-site sale and consumption of beer, wine, and distilled spirits (Type 47).

5. On March 18, 2010, the El Segundo Planning Commission is scheduled to Receive and File the Administrative Use Permit request.

Finding 2

• The proposed use is consistent and compatible with the purpose of the Zone in which the site is located.

Facts in Support of Finding 2

1. The proposed General Plan Land Use designation for the site is 199 North Continental Boulevard Specific Plan.
2. The proposed zoning for the site is 199 North Continental Boulevard Specific Plan (NCBSP) Zone. Hotel uses are permitted in the NCBSP Zone in accordance with NCBSP § 3.0(A)(1) and on-site sale and consumption of alcohol at restaurants is permitted in the NCBSP with an Administrative Use Permit in accordance with NCBSP §3.0(C)(2).

3. The purpose of the NCBSP Zone is to provide consistency with and implement policies related to those locations which are designated NCBSP on the General Plan land use map and in the General Plan text. The 199 North Continental Boulevard Specific Plan land use designation permits hotels not to exceed 0.92 FAR. The on-site sale of beer, wine, and distilled spirits at restaurants is permitted subject to an Administrative Use Permit.

4. The surrounding land uses include: industrial, hotel, restaurant, and office uses. The proposed on-site sale and consumption of beer, wine, and distilled spirits will be compatible with the surrounding land uses.

5. The proposed restaurant/bar will operate seven days a week and its hours of operation are limited from 4:30 p.m. to 11:30 p.m.

Finding 3

- The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

Facts in Support of Finding 3

1. The on-site sale and consumption of beer, wine and distilled spirits is proposed as an accessory use to a hotel. Alcohol will be sold at the restaurant/bar located inside the proposed hotel and will be consumed onsite at the restaurant bar or off-site in non-restaurant areas of the hotel. The hotel and restaurant/bar meet all the development standards of the 199 North Continental Boulevard Specific Plan (NCBSP) Zone, including parking, landscaping, building height, setbacks and floor area ratio standards. The proposed hotel project requires 139 parking spaces and 139 are provided, including 50 off-site parking spaces.

2. The surrounding land uses include industrial, hotels, restaurants and office uses. The hotel use and accessory restaurant/bar alcohol sales are permitted in the NCBSP Zone in accordance with NCBSP §§ 3.0(A)(1) and 3.0(B)(1) respectively, and the on-site sale and consumption of beer, wine, and distilled spirits at the hotel restaurant/bar is permitted in the NCBSP Zone with the approval of an Administrative Use Permit in accordance with NCBSP §3.0(C)(2).

3. The proposed restaurant/bar will operate seven days a week and its hours of operation are limited from 4:30 p.m. to 11:30 p.m. Alcohol sold at the
restaurant/bar will be consumed in at the restaurant/bar and in non-restaurant areas of the hotel.

4. An Initial Study and Mitigated Negative Declaration were prepared pursuant to CEQA, which concluded that with mitigation measures incorporated, the project will not have significant impacts.

**Finding 4**

- Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic, and hazards have been recognized and mitigated.

**Facts in Support of Finding 4**

1. The sale of alcohol will not create any new impacts that would not be normally associated with the operation of a hotel with a restaurant/bar.

2. The proposed restaurant/bar will operate seven days a week and the hours of operation and sale of alcohol are limited from 4:30 p.m. to 11:30 p.m. Alcohol sold at the restaurant/bar will be consumed at the restaurant/bar and in non-restaurant areas of the hotel.

3. The proposed hotel and restaurant/bar is located in a predominantly office area that is not adjacent to any residential uses, which will help to minimize noise impacts on sensitive uses.

4. The required parking for proposed hotel will be located onsite and on an adjacent property via an Off-Site Parking Covenant.

5. The proposed hotel and restaurant/bar is in an area that is not environmentally sensitive.

6. The proposed hotel and restaurant/bar will be required to comply with the alcohol sales requirements of the State of California Department of Alcoholic Beverage Control.

**Finding 5**

- The State Department of Alcoholic Beverage Control has issued or will issue a license to sell alcohol to the applicant.

**Facts in Support of Finding 5**

1. The applicant must obtain a license from the State of California Department of Alcoholic Beverage Control (Type No. 47).
DIRECTOR OF PLANNING AND BUILDING SAFETY DEPARTMENT ACTION

Based on these findings and facts in support of these findings, the Director of Planning and Building Safety APPROVES the proposed project, subject to the following conditions:

1. This approval is subject to approval of Environmental Assessment (EA) No. 844 to allow construction of a six-story, 71,005 square-foot, 152-room hotel on a 1.75-acre parcel; a General Plan Amendment (GPA) No. 09-02 to re-designate the Land Use Classification to 199 North Continental Boulevard Specific Plan (NCBSP); Zone Change (ZC) No. 09-02 and Zone Text Amendment (ZTA) No. 09-04 to re-zone the property from Corporate Office (CO) to the 199 North Continental Boulevard Specific Plan (NCBSP); Specific Plan (SP) No. 09-02 and Development Agreement (DA) No. 09-03.

2. The hours of operation for the restaurant/bar and the hours for the sale of beer, wine, and distilled spirits must be limited to: Monday through Sunday from 4:30 p.m. to 11:30 p.m. Any change to the hours of operation or the hours that alcohol may be sold is subject to review and approval by the Director of Planning and Building Safety.

3. The consumption of alcohol sold at the proposed restaurant/bar must be limited to the restaurant/bar and other non-restaurant areas of the hotel.

4. Any subsequent modification to the project as approved, including the floor plan and areas where alcohol will be sold and/or served, and/or the conditions of approval, must be referred to the Director of Planning and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

5. The applicant must obtain and maintain all licenses required by the Alcoholic Beverage Control Act (Business & Professions Code §§ 23300 et seq.). The applicant must obtain and maintain a Type 20 license.

6. The restaurant operations must comply with ESMC §§ 7-2-1, et seq. regulating noise and vibration.

7. The Planning and Building Safety Department and the Police Department must be notified of any change of ownership of the approved use in writing within 10 days of the completion of the change of ownership. A change in project ownership may be cause to schedule a hearing before the Planning Commission regarding the status of the administrative use permit.

8. The applicant must comply with all regulations of the Alcoholic Beverage Control Act and the regulations promulgated by the Alcoholic Beverage Control Board.
including, without limitation, the regulations set forth in 4 Cal. Code of Regs. §§ 55, et seq.

9. The applicant must post a sign in a clear and conspicuous location listing a phone number at which a responsible party may be contacted during all open hours of the establishment to address any concerns of the community regarding the convenience shop’s operations. Said contact’s name and phone number must also be available through the restaurant/bar’s staff at all times.

10. There must be no exterior advertising of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages which are clearly visible to the exterior constitute a violation of this condition.

11. All employees selling alcoholic beverages to patrons must enroll in and complete a certified training program approved by the State Department of Alcoholic Beverages Control (ABC) for the responsible sales of alcohol. The training must be offered to new employees on not less than a quarterly basis.

12. Any and all employees hired to sell alcoholic beverages must provide evidence that they have either:

   a. Completed training from the State of California Department of Alcoholic Beverage Control (ABC), Long Beach/Lakewood District Office administered Leadership and Education in Alcohol and Drugs (LEAD) Program in the form of an ABC-issued certificate; or,

   b. Completed an accepted equivalent by the ABC, Long Beach/Lakewood District Office to ensure proper distribution of beer, wine and distilled spirits to adults of legal age. If any prospective employee designated to sell alcoholic beverages does not currently have such training, then;

   c. The ABC-licensed proprietors must have confirmed with the Planning and Building Safety Department within fifteen (15) days of the Director’s decision, or by final project approval, that a date certain has been scheduled within the local ABC Office to complete the LEAD course.

   d. Within thirty (30) days of taking said course, the employees, or responsible employer must deliver each required certificate showing completion to the Police Department.

13. The licensee must have readily identifiable personnel to monitor and control the behavior of customers inside the building premises.
14. If complaints are received regarding excessive noise, parking availability, lighting, building access, and the like associated with the convenience shop, the city may, in its discretion, take action to review the Administrative Use Permit, including without limitation, adding conditions or revoking the permit.

15. The building must not be occupied by more persons than allowed by the California Building Code, as adopted by the ESMC.

16. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Environmental Assessment No. 844 for Administrative Use Permit No. 09-06, except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the be groundless or not, arising out of the City approval of EA-844 or AUP 09-06, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of El Segundo's elected officials, appointed officials, officers, and employees.

**PLANNING COMMISSION**

This determination was received and filed by the Planning Commission at its March 18, 2010 meeting. Please be advised that this does not conclude the review process. The City Council will determine whether or not to protest the issuance of the ABC License (Type 47) at its meeting on April 6, 2010.

Should you have any questions, please contact Trayci Nelson, Project Planner, at (310) 524-2342.

Sincerely,

Greg Carpenter, Director
Department of Planning and Building Safety
ITEM #1 SPECIAL ORDERS OF BUSINESS
ATTACHEMENT 8

PROJECT PLANS

AVAILABLE IN THE CITY CLERK'S OFFICE
AGENDA DESCRIPTION:

Consideration and possible action to open a public hearing and receive public testimony concerning adopting a resolution supporting the proposed issuance of Recovery Zone Facility Revenue Bonds (RZFRB) by the California Statewide Communities Development Authority (CSCDA) in an amount not to exceed $1,000,000 to finance the construction by SunEdison of a solar energy facility on the Whole Foods store located at 760 S. Sepulveda Blvd. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Open the public hearing;
2. Take public testimony;
3. Adopt resolution approving CSCDA's issuance of financing for SunEdison's project;
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution approving CSCDA's issuance of bonds
2. SunEdison Project Spreadsheet
3. List of CSCDA's El Segundo Financings

FISCAL IMPACT: None

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

ORIGINATED BY: Bill Crowe, Assistant City Manager
REVIEWED BY: Bill Crowe, Assistant City Manager
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The City of El Segundo is being asked to adopt a resolution approving of the issuance of tax-exempt bonds by the California Statewide Communities Development Authority (the “Authority”) to finance the construction of a solar energy facility for SunEdison, LLC (the “Borrower”). Such approval is required for compliance with the federal tax laws under the Tax and Equity Fiscal Responsibility Act of 1982 (“TEFRA”), as well as Section 9 of the Authority’s Amended and Restated Joint Powers Agreement (the “Agreement”). This approval will not constitute any other approval of the local agency. In order for any financing for a private entity to be completed on a tax-exempt basis, Internal Revenue Code § 147(f) requires that these types of
bonds receive approval from, among others, the “applicable elected representative” of the governmental unit of the jurisdiction within which the bonds will be issued.

The City will not be under any obligation to repay the Bond indebtedness; the City does not assume any financial or other liability for its action. Moreover, the City’s credit rating is unaffected by holding the TEFRA public hearing. The Authority will issue tax-exempt revenue bonds on behalf of the Project. The tax-exempt revenue bonds are payable solely out of the revenues derived by the Borrower from the applicable Project.

In order for the Authority to issue such Bonds, the City must (1) conduct a public hearing allowing members of the public to comment on the proposed Project, and (2) approve of the Authority’s issuance of Bonds on behalf of the proposed financing. Although the Authority (not the City) will be the issuer of the tax-exempt revenue bonds for the Project, the financing cannot proceed without the City being a member of the Authority and, as the governmental entity having jurisdiction over the site, approving of the Authority’s issuance of indebtedness.

The Authority is a California joint exercise of powers authority, organized and existing under the laws of the state of California (Government Code §§ 6500 and following), and is sponsored by the League of California Cities and the California State Association of Counties. Under the Government Code, cities and counties are authorized to form by agreement a governmental entity that combines the powers of such entities to perform certain governmental functions specifically outlined in the Agreement. With respect to the Authority, over 500 California cities, counties and special districts have entered into and executed the Agreement to become a member of the Authority, including the City of El Segundo. The Authority is authorized to assist in the financing of exempt facilities projects.

It is recommended that the City Council approve, by resolution, the issuance of tax-exempt revenue bonds by California Statewide Communities Development Authority in an aggregate principal amount not to exceed $1.0 million, to assist SunEdison, LLC.
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO APPROVING THE ISSUANCE OF RECOVERY ZONE FACILITY REVENUE BONDS BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY FOR THE SUNEDISON CALIFORNIA PORTFOLIO.

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

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

A. The California Statewide Communities Development Authority (the "Authority") is authorized pursuant to Government Code §§ 6500, et seq. and the terms of a Joint Exercise of Powers Agreement, dated June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of El Segundo (the "City"), to issue revenue bonds for the purpose of promoting economic development in the state of California;

B. SunEdison, LLC or related entities, requested that the Authority adopt a plan of financing providing for the issuance of recovery zone facility revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed $1,000,000 in outstanding aggregate principal amount, to finance the construction of a solar energy facility located at the following address in the City and generally known as SunEdison California Portfolio (the "Project"): 760 S. Sepulveda Blvd., El Segundo, California;

C. The Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"). Pursuant to Section 147(f) of the Code, before their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice;

D. The members of this City Council ("Council") are the applicable elected representatives of the City;

E. Notice of this public hearing was published in a newspaper of general circulation regarding the Bonds at least 14 days before the public hearing. Such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds;
F. The Authority also requested that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority at no time to exceed $1,000,000 for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional public hearings, consideration or approval by the City Council; and

G. It is intended that this Resolution constitutes the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement.

SECTION 2: The above recitals are true and correct.

SECTION 3: The Council approves the issuance of the Bonds by the Authority. It is the purpose and intent of the Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

SECTION 4: The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

SECTION 5: The City Clerk will forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of April, 2010.

_________________________________________
Kelly McDowell, Mayor
ATTEST:

__________________________
Cindy Mortesen,
City Clerk

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

By: _________________________
Karl H. Berger,
Assistant City Attorney
California Communities® Program Participant Activity Report
Program Participant: City of El Segundo
Financing Activity Conducted within Program Participant's Boundaries (1988 - Present)

Summary

<table>
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<tr>
<th>Public Agency Programs</th>
<th>Program Bond Offerings</th>
<th># of Participants</th>
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<tbody>
<tr>
<td>Vehicle Licence Fee (VLF) Program</td>
<td>1</td>
<td>1</td>
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<tr>
<td>Proposition 1A Securitization Program</td>
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Details

PUBLIC AGENCY PROGRAMS: City of El Segundo

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<tr>
<td>Vehicle Licence Fee (VLF) Program</td>
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<td>Vehicle Licence Fee Program 2005</td>
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<tr>
<td>Proposition 1A Securitization Program</td>
<td>City of El Segundo</td>
<td>$882,082</td>
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<td>City of El Segundo</td>
<td>$882,082</td>
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<td>PUBLIC AGENCY PROGRAMS TOTAL</td>
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PRIVATE ACTIVITY PROGRAMS: City of El Segundo

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<tr>
<th>Project Location</th>
<th>Borrower</th>
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<td>Chevron U.S.A. Inc. (El Segundo Oil Refinery)</td>
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<td>PRIVATE ACTIVITY PROGRAMS TOTAL</td>
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*Refinanced or subordinate bond.
Note: Certain bond amounts shown may be approximated.
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<td>001</td>
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<td>C.O.P.S. FUND</td>
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<td>TOTAL WARRANTS</td>
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STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
Information on actual expenditures is available in the Director of Administrative Services office in the City of El Segundo.

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

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

CODES:

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

ForRalification:

A = Payroll and Employee Benefit checks

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

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

FINANCE DIRECTOR  
CITY MANAGER

DATE: 3/25/10  
DATE:
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<th>Date</th>
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DATE OF RATIFICATION: 4/06/10
TOTAL PAYMENTS BY WIRE: 2,921,420.07

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer: [Signature] 3/25/10
Director of Finance: [Signature] 3/25/10
City Manager: [Signature] 3/30/10

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 16, 2010 – 5:00 P.M.

5:00 P.M. SESSION – ADJOURNED TO 7:00 P.M.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 16, 2010 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Pastor SeHeeHan, United Methodist Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Eric Busch

PRESENTATIONS

a. Megan Berry presented a proclamation from the Muscular Dystrophy Association to the El Segundo Firefighters for their participation in the 2009 ‘Fill the Boot” Campaign.

b. Council Member Jacobson presented a Proclamation announcing March 30, 2010 as “Welcome Home Vietnam Veterans Day.”

c. Mayor McDowell presented a Proclamation to Stephanie Katsouleas, Public Works Director, announcing March 27, 2010 as “Earth Hour” day in El Segundo.

ROLL CALL

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

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

Liz Garnholz, resident, spoke regarding the "Earth Hour" Proclamation, and Consent Agenda Item 4, a thirty day provisional appointment of a Recreation and Parks Superintendent.

A. PROCEDURAL MOTIONS

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

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

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 2576218 to 2576428 on Register No. 11 in the total amount of $1,150,313.97 and Wire Transfers from 2/18/10 through 3/4/10 in the total amount of $244,119.73. 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. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN

4. PULLED FOR DISCUSSION BY MAYOR MCDOWELL

5. PULLED FOR DISCUSSION BY MAYOR PRO TEM BUSCH
6. Authorized the City Manager to execute a Memorandum of Agreement No. 4057 (in a form as approved by the City Attorney) with the City of Los Angeles for Monitoring Services to test for bacteria at shoreline storm drain outlets. Testing is required to comply with California’s Regional Water Quality Control Board storm water regulations. (Fiscal Impact: $1,993)

7. Approved an amendment, in a form approved by the City Attorney, to Agreement No. 3984 with CJ Concrete Construction, Inc. The amendment would add 30 ADA concrete curb ramps to the original scope of work for the 2008-2009 annual contract for curb, gutter, handicap ramps, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Program. Project No.: PW 09-08, CDBG Project No. 601209-09 (Fiscal Impact: $50,000)

8. Received and filed correspondence received from G&G Specialty Contractors, Inc. Approved G&G Specialty Contractor Inc.’s request to remove Design for Health as a subcontractor for Group 40 (Project No. RSI 10-02) of the City’s Residential Sound Insulation Program. (Fiscal Impact: None)

MOTION by Mayor Pro Tem Busch, SECONDED Council Member Fisher by to approve Consent Agenda items 1, 2, 6, 7, and 8. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

3. Consideration and possible action to accept a donation from Tree Musketeers of material and services to install over 6,000 one gallon drought tolerant native plants on the hillside south of Imperial Highway from Clutters Park west and authorized the City Manager to execute Agreement No. 4058 in a form approved by the City Attorney with Tree Musketeers.. (Fiscal Impact: None)

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Fisher to accept a donation from Tree Musketeers of material and services to install over 6,000 one gallon drought tolerant native plants on the hillside south of Imperial Highway from Clutters Park west and authorized the City Manager to execute Agreement No. 4058 in a form approved by the City Attorney with Tree Musketeers. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

4. Consideration and possible action regarding a thirty (30) day provisional appointment extension for the position of Interim Recreation Superintendent. (Fiscal Impact: Savings of $106,574 in Fiscal Year 2009-2010)

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Jacobson to approve the thirty day provisional appointment extension for the position of Interim Recreation Superintendent. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
5. Consideration and possible action to accept Tree Partnership reimbursement funds for $27,692 from South Coast Air Quality Management District (AQMD). (Fiscal Impact: Reimbursement of $27,692.

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Jacobson to accept Tree Partnership reimbursement funds for $27,692 from South Coast Air Quality Management District (AQMD). MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

9. Consideration and possible action declaring the City owned property located at 2161 E. El Segundo Blvd. as surplus property. (Fiscal Impact: Undetermined)

Bill Crowe, Assistant City Manager, gave a report.

MOTION by Council Member Fisher, SECONDED by Mayor Pro Tem Busch to approve Resolution No. 4646 declaring City owned property located at 2161 E. El Segundo Blvd. as surplus property and authorize the City Manager to take all steps needed to offer the surplus property for sale in accordance with applicable law including Government Code § 54222. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

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 Brann — Spoke regarding the Community Garden opening this month at Recreation Park. Also spoke regarding his consecutive walk days and noted he was on day 990 of 1,000.

Council Member Fisher — Spoke regarding Community Volunteers.

Council Member Jacobson — Spoke regarding the El Segundo Education Foundation Car Show on June 5th.

Mayor Pro Tem Busch — Thanked AYSO for their donation to purchase new goals at Campus El Segundo. Also spoke regarding Tree Musketeers Arbor Day. Announced the April 1st Roast of Mayor McDowell, sponsored by the Chamber of Commerce. Also noted that the community was in need of volunteers in the City CERT program.

Mayor McDowell — Announced Saturday, March 20th Star Party at Hilltop Park.

MINUTES OF THE REGULAR CITY COUNCIL MEETING
MARCH 15, 2010
PAGE NO. 4
PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Liz Garnholz, resident, spoke regarding Agenda Item No. 4 and public communication on “apolitical” items.

MEMORIALS – NONE

CLOSED SESSION – NONE

ADJOURNMENT at 7:46 p.m.

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

AGENDA DESCRIPTION:
Consideration and possible action regarding acceptance of the project for pavement rehabilitation of Main Street from Mariposa Avenue to Imperial Highway.
Project No.: PW 09-11, Federal Project No.: LAES 699
(Fiscal Impact: $199,013.38)

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

ATTACHED SUPPORTING DOCUMENTS:
Notice of Completion

FISCAL IMPACT: Included in Adopted Budget
Amount Requested: $0
Additional Appropriation: No
Account Number(s): 301-400-8203-8823

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

BACKGROUND AND DISCUSSION:
On October 20, 2009 the City entered into a public works contract with Hardy and Harper, Inc. in the amount of $191,000.00 for the rehabilitation of Main Street. The Council also approved an additional 10% ($19,100.00) to cover construction contingencies.

This project resurfaced Main Street between Mariposa Avenue and Imperial Highway with a 2-inch thick layer of asphalt concrete. The work has been performed in accordance with the project plans and specifications and is now ready for acceptance by the City Council. City staff provided construction-engineering services for this project.

The construction work began on December 21, 2009 and was completed January 6, 2010. All work has now been completed to the satisfaction of the City and staff recommends the City Council accepts as complete the contract with Hardy and Harper.
The total construction cost based on measured quantities is $199,013.38 and is fully funded by the American Recovery and Reinvestment Act (ARRA) grant.
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Main Street Rehabilitation
Project No.: PW 09-11

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: Public Street Improvements
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on January 12, 2010. The work done was: Rehabilitation of Main Street
6. On April 6, 2010, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: Hardy & Harper, Inc.,
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Public Street
9. The street address of said property is: Main Street, Between Mariposa Avenue and Imperial Highway.

Dated: ____________________________

Stephanie Katsouleas
Public Works Director

VERIFICATION

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

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

Executed on ________________, 2010 at El Segundo, California.

Stephanie Katsouleas
Public Works Director

Notice of Completions\PW 08-06
AGENDA DESCRIPTION:
Consideration and possible action regarding acceptance of the construction of the new Fire Station No. 2 at 2261 East Mariposa Avenue. Approved Capital Improvement Project. Project No.: PW 08-06
(Fiscal Impact: $6,887,498.09)

RECOMMENDED COUNCIL ACTION:
1. Approve Change Order Number No. 1 in the amount of $216,772.09
2. Accept the work as complete.
3. Authorize the City Clerk to file a Notice of Completion in the County Recorder's Office.
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Notice of Completion

FISCAL IMPACT: Included in Adopted Budget
Amount Requested: $0
Additional Appropriation: No
Account Number(s): 301-400-8201-8999

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

BACKGROUND AND DISCUSSION:

On August 5, 2008, the City entered into a public works contract with Armand Gonzales, Inc. dba Gonzales Construction in the amount of $6,670,726.00 for the construction of the new Fire Station No. 2 located at 2261 East Mariposa Avenue. The Council also approved $310,572.00 for construction contingencies.

The Notice to Proceed was issued to Gonzales Construction on September 10, 2008. The construction was substantially completed on December 17, 2009 and the building was occupied by the fire department staff on January 27, 2010.
After start of construction, staff authorized several changes and upgrades to the project which were not included on the contracted scope of work. As described in the table below, these additions totaled $216,772.09 for which Change Order No. 1 is being requested. The requested amount is funded from the approved contingency.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of changes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide office trailer (CO #1)</td>
<td>$4,675.00</td>
</tr>
<tr>
<td>2</td>
<td>Install SCE Pull Box as requested by SCE (CO #4)</td>
<td>$6,366.05</td>
</tr>
<tr>
<td>3</td>
<td>Replace PVC piping with type K copper for water, install Upflo Filter system, (CO #2, 5, 19, 79)</td>
<td>$13,771.08</td>
</tr>
<tr>
<td>4</td>
<td>Install lightweight concrete on 2\textsuperscript{nd} floor deck (CO #3)</td>
<td>$10,155.73</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and install Fire Alarm System (CO # 6, 35, 61)</td>
<td>$63,027.81</td>
</tr>
<tr>
<td>6</td>
<td>Replace Plymovent with MagneGrip Diesel Exhaust System (CO #8)</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>7</td>
<td>Credit and additional Electrical work (CO #9, 15, 22, 25, 37, 60, 62, 63, 71, 72, 73, 81, 82, 84, 85, 93)</td>
<td>($64,367.21)</td>
</tr>
<tr>
<td>8</td>
<td>Replacement of the Apparatus Bay Flooring (CO #10, 17)</td>
<td>$25,156.03</td>
</tr>
<tr>
<td>9</td>
<td>Additional building and structural work (CO #11, 14, 18, 24, 26, 27, 29, 30, 31, 32, 34, 36, 39, 43, 48, 52, 54, 58, 68)</td>
<td>$30,645.52</td>
</tr>
<tr>
<td>10</td>
<td>Design changes to the Hose Tower (CO #13, 65, 90)</td>
<td>$75,611.50</td>
</tr>
<tr>
<td>11</td>
<td>Storage cylinders (Co #21, 38)</td>
<td>$6,917.84</td>
</tr>
<tr>
<td>12</td>
<td>5' Diameter clock (CO #23, 83)</td>
<td>$9,339.78</td>
</tr>
<tr>
<td>13</td>
<td>Credit for deletion of the Generator's Canopy (CO #7)</td>
<td>($39,830.69)</td>
</tr>
<tr>
<td>14</td>
<td>HVAC and mechanical modifications (CO #41, 56, 86)</td>
<td>$16,427.90</td>
</tr>
<tr>
<td>15</td>
<td>Credit for relocation of the fire hydrant (CO # 55)</td>
<td>($2,687.66)</td>
</tr>
<tr>
<td>16</td>
<td>Additional utility and site work (CO #44, 50, 53, 59, 64, 66, 69, 77, 87, 88, 89, 91)</td>
<td>$36,402.41</td>
</tr>
<tr>
<td>17</td>
<td>Additional Locks (CO # 40)</td>
<td>$4,244.02</td>
</tr>
<tr>
<td>18</td>
<td>Additional Work Monument Sign (CO #57)</td>
<td>$5,237.25</td>
</tr>
<tr>
<td>19</td>
<td>Additional Landscaping (CO #49, 78)</td>
<td>$14,279.73</td>
</tr>
<tr>
<td></td>
<td><strong>Total Change Orders</strong></td>
<td><strong>$216,772.09</strong></td>
</tr>
</tbody>
</table>
All work has now been completed. Staff recommends accepting the completed project. The requested action and appropriation is based upon staff’s review and evaluation of the total change orders and information received from Gonzales. It must be noted that Gonzales originally requested $282,817.32 in charges. Acceptance of the project by the City Council allows the Notice of Completion to be filed with the Los Angeles County Recorder, thereby starting the mandatory waiting period for release of the contract retention.

This project supports the Council’s goal of “Green Building” by achieving a Gold LEED Certification.
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Construction of Fire Station No. 2
Project No.: PW 08-06

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: New Fire Station
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on February 12, 2010. The work done was: Construction of new Fire Station
6. On March 2, 2010, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: Armand Gonzales, Inc., dba Gonzales Construction
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Public Facility (Fire Station).
9. The street address of said property is: 2261 East Mariposa Avenue.

Dated: ______________________

Stephanie Katsouleas
Public Works Director

VERIFICATION

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

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

Executed on ________________, 2010 at El Segundo, California.

Stephanie Katsouleas
Public Works Director
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of the revised Class Specification for the classification of Recreation Superintendent and approval of the examination plan for Recreation Superintendent. Fiscal Impact: None.

RECOMMENDED COUNCIL ACTION:
1. Approve the proposed Class Specification for Recreation Superintendent.
2. Approve the proposed Examination Plan for Recreation Superintendent.
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>$ N/A</th>
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<tr>
<td>Additional Appropriation:</td>
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<tr>
<td>Account Number(s):</td>
<td></td>
</tr>
</tbody>
</table>

ORIGINATED BY: Martha J. Dijkstra, Human Resources Manager

REVIEWED BY: Bob Hyland, Director of Human Resources

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
In anticipation of the recruitment, testing and selection process to fill the current Recreation Superintendent vacancy, staff has determined the need to revise the class specification to more accurately reflect the position’s duties and responsibilities.

Examination Plan

<table>
<thead>
<tr>
<th>Recreation Superintendent</th>
<th>Open-Competitive</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Structured Technical and Career Preparation Interview</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

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

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

Police and Fire Departments:

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

1. Oral;
2. Demonstration; and
3. Any evaluation of education, certification, experience, or skills or any test of manual skills or physical fitness, which fairly evaluates the relative capacities of the applicant.
RECREATION SUPERINTENDENT

**Definition:** Under general direction, plans and manages the development, operation and evaluation of the City's recreation and cultural programs and facilities.

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

**Characteristic Duties and Responsibilities:**

Plans, develops, manages and implements all aspects of recreational activities, services and programs to meet goals, objectives and policies for recreation and community services to include all members of the local community.

In conjunction with administrative staff, assists in the development, Administration, and monitoring of operational and capital improvement budgets for each section; assists in making revenue and expenditure projections, develops individual program budgets, monitors budget expenditures and authorizes major purchases; monitors and evaluates program costs and recommends continuation or cancellation of programs.

Provides leadership, program development, administration and coordination of recreation programs and services; serves as liaison with the community, professional groups and other external contacts and resources for the City; assess current and recommends modifications and new policy and procedures.

Resolves discrepancies or procedural problems and responds to program administration and/or program delivery questions ensuring necessary follow-up occurs; monitors program records for operational and budget accountability.

Confers with and advises staff and program participants by providing advice, problem solving assistance, answers to questions and interpretation of program goals and policy.

Maintains records, conducts research and writes comprehensive reports; prepares and presents written and oral reports to other City departments, City Council, commissions, task forces, agencies and other groups.

Directly and through subordinate supervisors, hires, directs work efforts and evaluates staff; provides for and/or conducts staff development; establishes work methods and standards; initiates corrective and/or disciplinary action and responds to grievances and complaints according to established personnel policies and procedures and in consultation with Human Resources.
Knowledge, Skills and Other Characteristics:

Knowledge of the principles and practices of public administration, recreation program administration and community services.
Knowledge of budget development and expenditure control.
Knowledge of the principles and practices of effective leadership, management and supervision.
Knowledge of project management principles and practices.

Skill in program development, implementation and evaluation.
Skill in developing and implementing policies and procedures.
Skill in managing, developing, motivating and evaluating professional and support staff.
Skill in managing special projects, activities and programs.
Skill in conducting research and preparing clear, concise and comprehensive reports.
Skill in communicating effectively orally and in writing.
Skill in analyzing needs, assessing objectives and operational requirements to develop and implement appropriate programs and services, operational policies and procedures.
Skill in budget development and expenditure control.
Skill in the use of computers (PC) in a Windows-based operating environment.
Skill in using public relations techniques in responding to inquiries and complaints.
Skill in working under pressure, handling significant problems and tasks that arise simultaneously and/or unexpectedly.
Skill in establishing and maintaining effective working relationships with staff, other City employees, Boards and volunteer groups and the public.

Qualifications:

Bachelor's degree in Recreation, Public Administration or a directly related field; and four (4) years of supervisory experience in a recreation program area(s), or an equivalent combination of education and experience.
AGENDA DESCRIPTION:
Consideration and possible action to waive the formal bidding process pursuant to the El Segundo Municipal Code §1-7-10 and authorize the Fire Department to purchase self-contained breathing apparatus equipment under a sole source purchase through Allstar Fire Equipment. The City will be reimbursed for these expenditures through the Urban Area Security Initiative Fiscal Year 2008 grant funding. (Fiscal Impact: $40,330.45)

RECOMMENDED COUNCIL ACTION:
1) Pursuant to El Segundo Municipal Code §1-7-10, waive the bidding process and authorize the Fire Department to purchase self-contained breathing apparatus units under a sole source purchase from Allstar Fire Equipment;

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

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget

| Amount Budgeted: | $95,693 |
| Additional Appropriation: | No |
| Account Number(s): | 001-400-3202-8104 |

ORIGINATED BY: Kevin S. Smith, Fire Chief
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
The Los Angeles Area Fire Chiefs Association established a goal of creating an area wide standard for self-contained breathing apparatus (SCBA) to ensure firefighter safety. The organization acquired grant funding through the Urban Area Security Initiative (UASI) and the State Homeland Security Grant Program to ensure that all firefighter positions in the region are issued a standardized breathing apparatus. The Southern California Area Personal Protective Equipment Consortium (SCAPPEC) was established to research and develop specifications for a standardized breathing apparatus.

Under the UASI 2006 program, the El Segundo Fire Department purchased Scott breathing equipment that met the specifications established by the SCAPPEC and was also the standard being adopted by the other Area G fire departments. The 2006 grant outfitted Fire suppression personnel with state-of-the-art breathing apparatus.
In October 2009, the City accepted grant funding through the UASI 2008 program. One of the funding objectives was to outfit remaining uniformed personnel and reserve apparatus with the same breathing equipment purchased under the 2006 grant program. This purchase will complete the SCBA project for the El Segundo Fire Department, ensuring interoperability with neighboring fire departments.
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of an amendment to the Memorandum of Understanding between the City of El Segundo and the Police Support Services Employees Bargaining Unit. (FY 2010/11 Fiscal Impact: $61,793).

RECOMMENDED COUNCIL ACTION:
1. Approve Amendment to October 1, 2007 – September 30, 2010 Memorandum of Understanding between the City of El Segundo ("City") and the California Teamsters, Public, Professional and Medical Employees Union, Local 911, Police Support Services Employees Bargaining Unit ("Union");
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Amendment to October 1, 2007 – September 30, 2010 Memorandum of Understanding between the City of El Segundo and the California Teamsters, Public, Professional and Medical Employees Union, Local 911, Police Support Services Employees Bargaining Unit (which includes Exhibit 1, Exhibit A, and Exhibit 2).

FISCAL IMPACT: $61,793 for Separation Agreement compensation, 75% unused sick leave payout, and waiver of requirement to repay educational reimbursement.

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

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

BACKGROUND AND DISCUSSION:
On January 19, 2010, staff received direction from Council to negotiate an agreement with the South Bay Regional Public Communications Authority ("Authority") for the provision of emergency dispatch services. Staff was further directed to negotiate the impact of this transfer of services with the Police Services Support Employees bargaining unit, which includes the City's public safety dispatcher classifications.
The City and Union met and conferred in good faith and have reached agreement on the terms and conditions of employment. Staff has been informed that all eleven (11) full-time employees currently performing dispatching duties plan to accept employment with the Authority. Major provisions of the Agreement between the City and Union include:

- **Compensation** – Employees’ base salaries will increase or remain equivalent upon transfer to the Authority.
- **Transfer Compensation** – Employees entering into a Separation Agreement with the City will receive a cash payment of one thousand five hundred dollars ($1500) upon transfer to the Authority and a second payment of one thousand five hundred dollars ($1500) upon completion of six (6) months of employment.
- **Unused Sick Leave Payout** – Employees transferring to the Authority will receive a seventy-five percent (75%) unused sick leave payout.
- **Vacation and Sick Leave** – Employees transferring to the Authority can purchase up to eighty (80) hours of vacation and/or eighty (80) hours of sick time. Any such purchase shall be made not later than thirty (30) calendar days prior to the employee’s last day of City-employment. Employees may use the transfer compensation and/or leave cash outs to pay for this purchase.
- **Vacation** – Employees entering into a Separation Agreement with the City may participate in the Authority vacation bidding process that will be effective on or after July 1, 2010.
- **Education Reimbursement** – The City waived the “Repayment Upon Termination” requirement for employees who received education reimbursement funds within the last twelve months, following course completion.
- **Computer Loans** – Employees agreed to repay outstanding loans to the City per the Memorandum of Understanding (MOU).
- **Seniority** – The ten (10) most senior employees will be credited with City service upon transfer to the Authority which can be used for MOU benefit eligibility.
- **Probation** – The Authority agreed to waive a probationary period for permanent employees. Employees who have not yet completed probation, shall be subject to the fifteen (15) month Authority probationary period but shall be given probationary credit for the number of complete months of service for the City.
- **Background Check** – The Authority agreed to waive the polygraph and psychological exams as part of the background check. Transferring employees must clear all other components as prescribed by the Authority and POST.
AMENDMENT TO OCTOBER 1, 2007 – SEPTEMBER 30, 2010
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL SEGUNDO
AND
THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL
EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES
BARGAINING UNIT)

Representatives of the City of El Segundo ("City") and the California Teamsters, Public,
Professional and Medical Employees Union, Local 911 (Police Support Services
Employees Bargaining Unit) ("Union") have met and conferred in good faith regarding
the impact upon bargaining unit members of the City's exercise of its management
discretion/fundamental management right, to enter into an AGREEMENT FOR
EMERGENCY POLICE AND FIRE DISPATCH SERVICES with the South Bay
Regional Public Communications Authority ("Authority").

The impact-related meet and confer process has addressed both terms and conditions of
employment that present City employees shall be subject to upon acceptance of full time
employment with the Authority, and the manner in which the City and the Union shall
resolve internal, City-Union employment issues that shall arise between the City and the
Union upon acceptance by specified bargaining unit members of full time employment
with the Authority.

NOW THEREFORE, representatives of the City and the Union agree to the following
AMENDMENTS to the October 1, 2007 through September 30, 2010 MOU between
representatives of the City and the Union. This AMENDMENT shall be effective only if
the City and the Authority execute and implement an AGREEMENT FOR
EMERGENCY POLICE AND FIRE DISPATCH SERVICES. The parties understand
and acknowledge that neither the City nor the Authority is required to enter into such an
Agreement.

The City and Union AGREEMENT is as follows:

1. MOU Article 1.04 Recognition shall be modified to reflect elimination of
   the bargaining unit classifications (MOU Appendix A) of
   Communications Dispatcher I/II and Supervising Dispatcher.

2. All 2007-2010 MOU provisions inconsistent with the modification to
   MOU Article 1.04, shall be superseded by the provisions of this
   Amendment.

3. MOU Article 2.09 Computer Purchase Program shall be modified as to
   Communications Dispatcher I/II and Supervising Dispatcher unit members
to provide that any outstanding computer loan amounts shall be fully repaid to the City not later than the last day of City employment by any Dispatcher I/II and/or Supervising Dispatcher.

4. MOU Article 2.10 Sick Leave shall be modified as to Dispatcher I/II and Supervising Dispatcher as follows:

a. The City shall waive the minimum five (5) service requirement which is a condition precedent to sick leave payment upon separation, but only as to Dispatcher I/II and Supervising Dispatcher who accept and commence employment with the Authority.

Those Dispatcher I/II and Supervising Dispatcher who accept and commence employment with the Authority shall be paid for 75% of their unused sick leave accrued as of the date of commencing employment with the Authority.

Any Dispatcher I/II and Supervising Dispatcher not accepting and commencing employment with the Authority, shall receive the MOU-mandated 50% distribution of unused sick leave, subject to the condition precedent of a minimum of five (5) years of City service.

5. MOU Article 3.03 Education Reimbursement shall be modified to indicate that no Dispatcher I/II or Supervising Dispatcher shall be required to reimburse the City for education/tuition monies paid by the City pursuant to MOU Article 3.03.

6. Transfer Compensation. Upon acceptance and commencement of employment with the Authority, Dispatcher I/II and Supervising Dispatcher shall be provided a $1,500 gross amount, which shall be subject to all required withholdings.

Upon completion of six (6) months of employment with the Authority, each Dispatcher I/II and Supervising Dispatcher so employed by the Authority shall be provided an additional $1,500 gross stipend which shall also be subject to all required withholdings.

Eligibility for receipt of the “transfer compensation,” shall be contingent upon each affected City employee entering into the SEPARATION AGREEMENT, attached hereto as Exhibit 2.

7. AGREEMENT TO AUTHORITY-PROVIDED TERMS AND CONDITIONS OF EMPLOYMENT APPLICABLE TO DISPATCHER I/II AND SUPERVISING DISPATCHER PERSONNEL ACCEPTING AUTHORITY EMPLOYMENT. Attached to this AMENDMENT TO
MOU as Exhibit 1 are those employment provisions which shall be included in the AGREEMENT FOR EMERGENCY POLICE AND FIRE DISPATCH SERVICES, which may be entered into between representatives of the City and the Authority. The Union acknowledges that the City has met and conferred in good faith regarding those terms and conditions of employment provided for in Exhibit 1, and which impact the Dispatcher I/II and Supervising Dispatcher classifications, and agrees to Authority implementation of said terms and conditions of employment which shall be in addition to the terms and conditions of employment set forth in the MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION LOCAL 911 (JULY 1, 2008-JUNE 30, 2011).

IT IS AGREED:

FOR THE UNION

[Signature]

Chester Mordasini

Business Representative

FOR THE CITY

[Signature]

3/25/2010

Date

Chester Mordasini, Teamsters’ Business Representative

Date
Exhibit 1

AGREEMENT FOR CONSOLIDATION OF PERSONNEL BETWEEN REPRESENTATIVES OF THE CITY OF EL SEGUNDO AND THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

The City of El Segundo ("City") and the South Bay Regional Public Communications Authority ("Authority") are presently in negotiations regarding an agreement for provision by the Authority of emergency police and fire dispatch services for the City of El Segundo. Representatives of the City have been meeting both with the Authority and with Teamsters Union Local 911, which represents the City of El Segundo unit consisting of the dispatch personnel that would be consolidated into the Authority should the agreement for services be implemented.

As a result of the meetings that have occurred regarding employment matters, the City and Authority agree that if the parties enter into an Agreement for provision of dispatch services, that Agreement shall include the following under the caption of: Consolidation of Personnel:

1. Seniority – The ten (10) most senior City employees shall be credited with Authority seniority equivalent to the seniority held by the City employee at the time of employment by the Authority.

   All remaining City employees hired by the Authority shall have Authority seniority equivalent to the actual time of employment with the Authority only. However, upon separation of one of the ten (10) more senior City employees, one affected City employee shall have his/her seniority with the Authority increased to represent the time of service with City, as well as the time of service with the Authority. This process shall be repeated if a second more senior City employee separates from the Authority.

   Former City employee seniority as defined in this section, shall be utilized to determine City employee eligibility for any and all benefits set forth in the MOU between the Authority and Teamsters Local 911, where eligibility is contingent upon “seniority” and/or “years of service with the Authority.”

2. Compensation – At the time of employment by the Authority, former City employees shall be compensated as indicated in Exhibit A. To the extent if any that the “longevity pay” amount designated in Exhibit A is increased over that designated in Exhibit A as a result of increased longevity eligibility being provided to a City employee prior to the actual date of employment with the Authority, that increased amount shall be utilized in determining the increased Authority compensation for any particular employee designated in Exhibit A. Further, any City-provided
step increases implemented during said timeframe, shall cause an increase in the Exhibit A compensation level.

3. Uniforms – Concurrent with being hired by the Authority, each City employee shall be provided four (4) complete sets of uniforms to be fully funded by the Authority. However, any City employee separating from Authority employment within one (1) year of being employed by the Authority, shall reimburse the Authority for the full initial cost of the four (4) provided uniforms. This provision shall not apply to any City employee that separates employment as a result of disciplinary proceedings.

4. Probation – The Authority maintains a fifteen (15) month probationary testing period. All City employees who have completed probation shall be deemed to have successfully completed the fifteen (15) month probationary period required by the Authority. However, City employees who have not yet completed City probation, shall be subject to the fifteen (15) month Authority probationary period but shall be given probationary testing credit for the number of complete months of service for the City. For example, if a City employee has completed 3.5 months of probationary service on behalf of the City, that employee shall be credited with three (3) months of probationary service for the Authority, and shall be subject to twelve (12) additional months of probationary service at the Authority.

5. Background Check – The hiring of each affected City employee by the Authority shall be subject to a condition precedent that each City employee shall successfully pass an Authority background check consisting of a pre-employment medical examination conducted by U.S. Health Works and an Authority-mandated background examination which shall be conducted in accordance with the POST Background Investigation Manual: Guidelines for the Investigator (2009) and in particular, the “Background Investigation Updates” provisions of the Manual. In the course of conducting the background examination, Authority background investigators shall be provided access to examination of City-maintained personnel files in the name of each affected City employee, but the City personnel files shall remain in the custody of the City and shall not be released to Authority representatives. Authority representatives shall be authorized to read the City-maintained personnel files and to make notations of file content for use in the background process.

6. Vacation/Sick Leave Purchase/Vacation Scheduling – City employees shall be authorized to purchase at each employee’s option and expense, a maximum of eighty (80) hours of Authority vacation credit and eighty (80) hours of sick leave credit. Any such purchase shall be made not later than thirty (30) calendar days prior to the employee’s last day of City-
employment. The "purchase price" of each hour of vacation and sick leave, shall be equivalent to the City hourly rate of each participating City employee on the employee's last day of City employment. This hourly rate shall have no application to any term and condition of employment other than for the purpose of valuing the purchase value of vacation and sick leave hours in accord with this AGREEMENT, and is not indicative of the "hourly rate" of City employees once employed by the Authority.

Any City employee providing written notice to the Authority on or before March 31, 2010, that employment with the Authority will be accepted if and when offered, shall be authorized to participate in the Authority vacation bidding process that will be effective on and after July 1, 2010. The vacation bidding participation is contingent on an Agreement for dispatched services having been approved by the Authority and the City.

With the following singular exception, use of vacation time off shall be governed by Authority rules and regulations. The singular exception is that any City employee demonstrating that on or before February 1, 2010, the employee has purchased non-refundable transportation tickets and/or made non-refundable lodging arrangements, shall be authorized to use vacation in connection with these pre-existing arrangements. If the subject employee does not have sufficient purchased/earned vacation credit with the Authority, the vacation shall be unpaid.

7. Employment of City Employees -- City employees successfully completing the above background/medical examinations, shall be offered Authority employment.

IT IS AGREED:

For the Authority:

[Signature]
Ralph Mailloux, Executive Director

Date: 3/29/10

For the City:

[Signature]
Jack Wayt, City Manager

Date: 3/29/10
"Exhibit A"
SBRPCA
COMPENSATION COMPARISON SUMMARY
BASED ON FY 2010-2011 RCC MOU

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Step</th>
<th>El Segundo Total PERSable</th>
<th>RCC Total PERSable</th>
<th>RCC over (under) El Segundo Salaries/Other Pay</th>
<th>Increase in Take-Home Pay*</th>
<th>El Segundo Other Benefits</th>
<th>RCC Other Benefits</th>
<th>El Segundo Over RCC</th>
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<td>$5,471.96</td>
<td>$ (19.83)</td>
<td>$339.26</td>
<td>$1,118.34</td>
<td>$891.31</td>
<td>$227.03</td>
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*RCC does not have Social Security (6.2% of Taxable Income). Calculation above uses Total PERSable as Total Taxable for illustration purposes only.
Training Pay is not calculated in RCC's Total PERSable (paid only when employee actually performs training duties.)
Dispatcher II is assumed as Communications Operator at RCC.
Supervisors are Y-rated as Operators at RCC.
RCC does not have Shift Differential Pay.
Other Benefits include medical/dental/life/vision.
### "Exhibit A"
SBRPCA

**COMPENSATION - COMMUNICATIONS OPERATOR/COMMUNICATIONS SUPERVISOR**

**BASED ON SBRPCA'S FY 2010-2011 SALARIES/BENEFITS SCHEDULE**

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Step</th>
<th>Monthly Salary</th>
<th>Education</th>
<th>Longevity Pay</th>
<th>Training Bonus Pay</th>
<th>Total Pers</th>
<th>PERS 7%</th>
<th>PERS 7.96%</th>
<th>W/C</th>
<th>Medicare</th>
<th>1.45%</th>
<th>El Segun Medical</th>
<th>El Segun Dental</th>
<th>Total Monthly Salaries/</th>
<th>Total Annual Salaries/</th>
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<td>$983.34</td>
<td>$34.43</td>
<td>$7,515.81</td>
<td>$90,189.67</td>
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<td>DISPATCHER II</td>
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<td>$34.43</td>
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<td>$34.43</td>
<td>$7,515.81</td>
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<tr>
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<tr>
<td>SUPERVISING DISPATCHER E</td>
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**Note:** RCC does **NOT** have Social Security (a 6.2% deduction from employees' pay) so employees' take home will be more.

**IF WITH RCC**

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<tr>
<th>Monthly Salary</th>
<th>Education</th>
<th>Longevity</th>
<th>Training</th>
<th>PERS</th>
<th>PERS 7%</th>
<th>PERS 7.96%</th>
<th>W/C</th>
<th>Medicare</th>
<th>1.45%</th>
<th>El Segun Medical</th>
<th>El Segun Dental</th>
<th>Total Monthly Salaries/</th>
<th>Total Annual Salaries/</th>
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*Dispatch II is assumed as Communications Operator at RCC.
** Y-rated as RCC Operators
*** Based on 5% of base monthly salary (will be separate from monthly salary)
**** RCC has no longevity so amounts here are based on El Segundo's longevity pay (will be separate from monthly salary)
Exhibit 2
SEPARATION AGREEMENT

Employees who opt to separate from the City of El Segundo and accept employment with the South Bay Regional Public Communications Authority ("Authority"), are being offered the following one-time payment subject to the terms of a Release and Waiver Agreement:

- **One-time Payment.** Cash payment equal to three thousand dollars ($3,000), paid in two installments of one thousand five hundred dollars ($1,500) each.

Receipt of this payment is subject to the terms set forth below.

RELEASE AND WAIVER AGREEMENT

This Release and Waiver Agreement ("Agreement") made this ____________ day in the month of March, 2010, between ____________ ("you" or "your") and the City of El Segundo, a municipal corporation ("City").

Section A: Consideration

In consideration for your release, waiver and promise set forth in this Agreement, the City will:

1. Pay you a one-time payment equal to one thousand five hundred dollars ($1,500) upon acceptance and commencement of employment with the Authority. The provisions of the Agreement become effective upon commencement of employment with the Authority. The total gross dollar amount of pay is one thousand five hundred dollars ($1,500), less any deductions required by law.

   (a) Employees opting to purchase vacation and/or sick leave in accordance with the Agreement between the City and the Authority may request to have the cost of such purchase deducted from the initial one thousand five hundred dollars ($1,500). This purchase shall be coordinated by the City of El Segundo Finance Department.

   (b) Employees opting to purchase vacation and/or sick leave in accordance with the Agreement between the City and the Authority may request to have the cost of such purchase deducted from their leave cash outs upon separation from the City of El Segundo. This purchase shall be coordinated by the City of El Segundo Finance Department.

2. Pay you a one-time payment equal to one thousand five hundred dollars ($1,500) upon completion of six (6) months of employment with the Authority. The total gross dollar amount of pay is one thousand five hundred dollars ($1,500), less any deductions required by law.
Section B: Release and Covenant not to Sue

1. This Agreement will not in any way be construed as an admission by City, its officers, agents, employees, insurers, representatives or attorneys that they have acted wrongfully with respect to you or any other person, or that you have any rights whatsoever against City or any of its current or former officers, agents, employees, insurers, representatives or attorneys; and City and its current and former officers, agents, employees, insurers, representatives and attorneys specifically disclaim any liability to or for wrongful acts against you or any other person, on the part of City, its officers, agents, employees, insurers, representatives and attorneys.

2. Each party forever releases and discharges each and every other party, as well as all direct or indirect successors, officers, officials, directors, heirs, predecessors, assigns, agents, insurers, employees, attorneys and representatives, and each of them, past and present, from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, liabilities, and demands of whatsoever kind or character, known or unknown, suspected to exist or not brought before any state or federal court or before any state or federal agency or other governmental entity, and from all claims arising from or related or attributable to your employment with the City or termination, which shall include layoff from employment with the City, and from any grievance or other dispute between the parties, whenever such claims may have occurred.

3. You understand and agree that you are expressly waiving your rights and, without limitation, to any and all claims whether based on tort, contract, or any federal, state, common law or local law, statute or regulation or based on a breach of public policy or based on or related to the Age Discrimination in Employment Act (ADEA) (29 USC §§ 621-634); Title VII, Civil Rights Act of 1964 (42 USC §§ 2000-2000(e) 1-17); and the California Fair Employment and Housing Act (Government Code §§ 12900-12996).

Employee's Initials: _______

4. Each party understands that this Agreement extends to all grievances, disputes or claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to your employment with the City or termination which includes any layoff therefrom.

5. Each party understands and expressly agrees that this Agreement also extends to any other matter, event or claim occurring prior to the date of execution of this Agreement. Each party further acknowledges that any and all rights granted under Section 1542 of the California Civil Code, or any other analogous federal or state law or regulation, are hereby expressly waived. Said Section 1542 of the California Civil Code reads as follows:
SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

6. Each party understands and expressly agrees that this Agreement binds and benefits his, her or its spouse, children, heirs, agents, attorneys, representatives and assigns.

7. Each party acknowledges that he, she, or it has carefully read this Agreement and has been advised fully of the legal and binding effect of its terms. Each party acknowledges that the only promises made to induce her, him, or it to sign this Agreement are those stated herein. Having been fully advised and informed, each party voluntarily enters into this Agreement, including the waiver of rights covered by this Agreement.

8. Each party covenants not to sue or initiate against any other party to this Agreement or any person or entity described in this Agreement, any action or proceedings or to participate in same, individually, or as a member of a class, under any policy, contract, law or regulation, federal, state or local, pertaining in any manner whatsoever to the subject of these disputes, including, without limitation, your employment or termination which includes layoff from employment with the City, any rights you may have under any policy, or local, state or federal statute, law, or regulation.

9. You agree to dismiss with prejudice and withdraw from consideration by any state, local or federal agency or court any grievance, claim, charge, complaint, action, appeal, or notice which you may have filed or could file complaining of or pertaining to the subject matter of these disputes.

10. You agree to waive any rights you have or may have under the Fair Employment and Housing Act, Title VII of the Civil Rights Act, United States or California Constitution as to matters covered by this Agreement, and agree to refrain from filing any grievance, claim, charge, complaint, action, appeal, or notice with the California Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, Department of Labor, or any other state or federal or local agency relating to any alleged employment discrimination and/or harassment claim covered by this Agreement, or to his employment or termination with the City or the matters released herein.

11. The parties hereby agree that this Agreement, including the covenant not to sue contained herein, does not extend to acts, events or conditions that may
arise in the future, i.e., subsequent to the last date this Agreement is executed.

12. The payment will be paid provided that you have executed this Agreement and upon expiration of the seven (7) day revocation period provided in Section B.14 below.

13. You agree to your layoff effective the close of business on __________, 2010. You relinquish any and all claims to employment with the City. You also specifically waive any claim to alleged rights to a hearing to contest your layoff, or the grounds for your layoff.

14. The following WAIVER OF RIGHTS OR CLAIMS provisions under this section (a. through d.) shall apply only if you are a covered employee under TITLE 29 U.S.C. CHAPTER 14, ENTITLED "AGE DISCRIMINATION IN EMPLOYMENT"

a. You are advised that pursuant to Title 29 of the U.S. Code, entitled "AGE DISCRIMINATION IN EMPLOYMENT," 1) it shall be unlawful for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment, because of such individual's age; 2) to limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee, because of such individual's age; or 3) to reduce the wage rate of any employee in order to comply with said chapter.

b. You hereby acknowledge and agree that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that you have or may claim to have under the Age Discrimination in Employment Act (ADEA) for acts or omissions up to the date you execute this Agreement.

c. You further acknowledge the following:

(1) the consideration under section A. of this Agreement is the sole consideration you will receive from the City; (2) you have been and are advised that you should consult an attorney regarding this Agreement before executing it; (3) that you have 45 days from the date this Agreement is presented to you, in which to consider this Agreement and whether you will enter into it, although you may, in the exercise of your own discretion, sign or reject it at any time before the 45 day period expires; (4) to the extent that you take less than 45 days to consider this Agreement before execution, you
acknowledge that you had sufficient time to consider this Agreement with your legal counsel and that you expressly, voluntarily and knowingly waive any additional time; (5) that, at any time within 7 days after executing this Agreement, you may revoke the Agreement; and (6) that this Agreement is not enforceable until said seven-day revocation period has passed.

15. The parties agree to bear their own costs and attorneys' fees incurred in connection with all matters resolved by this Agreement, whether or not incurred as of the date of this Agreement.

16. You will indemnify and hold harmless City, or any of its current or former officers, agents, employees, insurers, representatives, or attorneys and any other individual or entity released by this Agreement from and against any penalties, interest, taxes or additional liability of any kind whatsoever, which may be imposed by any local, state, or federal authority by reason of the payment of these funds.

17. This Agreement constitutes a single, integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties hereto, concerning the subject matter hereof, except the agreements set forth herein.

18. Each party and attorney for each party to this Agreement has reviewed this Agreement and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties will not be employed in any interpretation of this Agreement.

19. This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed an original as to the party to be charged.

20. No waiver is binding unless in writing and signed by the party to be charged or held bound.

21. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or invalid part, term or provisions is deemed not to be part of this Agreement.

22. All parties acknowledge that they are competent to sign this Agreement, and that they do so voluntarily.

THE UNDERSIGNEDS HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT:

Dated: ________________ By: ____________________________

Employee Signature
CITY OF EL SEGUNDO

Dated: __________

By: __________________________

Jack Wayt, City Manager

APPROVED AS TO FORM
MARK D. HENSLEY, City Attorney

By: __________________________

Karl H. Berger, Assistant City Attorney

Dated: __________
AGENDA DESCRIPTION:

Consideration and possible action to approve and sign an Agreement with the South Bay Regional Public Communications Authority to provide emergency police and fire dispatch services. (FY 2010/11 Fiscal Impact: Net savings projected to be $1,382,645). A one-time start up cost of approximately $519,000.00 will occur over FY 2009/10 and 2010/11.

RECOMMENDED COUNCIL ACTION:

1. Authorize City Manager to execute a ten (10) year Agreement with the South Bay Regional Public Communications Authority to provide emergency police and fire dispatch services;

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

ATTACHED SUPPORTING DOCUMENTS:

1. Proposed Agreement between City of El Segundo and South Bay Regional Public Communications Authority

FISCAL IMPACT:

- Amount Budgeted: $2,337,050
- Additional Appropriation: N/A
- Account Number(s): 001-400-3107.****

ORIGINATED BY: Bob Turnbull, Captain
REVIEWED BY: Kevin Smith, Fire Chief and David Cummings, Chief of Police
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On January 19, 2010, the police and fire chiefs received direction from Council to commence negotiating an Agreement with South Bay Regional Public Communications Authority (SBRPCA aka "RCC"), negotiate impacts with current El Segundo public safety dispatchers and return at a future Council Meeting with an update on negotiations and/or a proposed Agreement for potential Council approval.

Since that time, RCC, police department staff, and attorneys representing both agencies reached consensus on language for an Agreement which was approved by the RCC Executive Committee on March 16th. In addition, the city negotiated an agreement with Teamsters 911 (representing El Segundo dispatchers) to mitigate impacts to El Segundo personnel being consolidated into the RCC.
Police and Fire Staff propose an initial ten (10) year Agreement with the RCC at a cost of $1,150,000 for the first year with increases equal to the Consumer Price Index but not to exceed 5% annually. The RCC will provide public safety dispatching, labor costs for vehicle build out/conversions, maintenance of the mobile in-car camera system, maintenance of existing radio equipment/sites, and frequency loading.

The communications center budget for the current fiscal year is $2,337,050 and projected to be $2,532,645 in 2010/2011. These budgets include salaries and benefits of dispatchers, supervisors and one manager (currently a police lieutenant), costs of radio equipment maintenance, antenna site leasing and connectivity, modem airtime services, and fees for the West Covina Service Group software.

Based on these figures, the projected savings for El Segundo are estimated to be $1,100,000 per year for the first two fiscal years. Slightly greater savings should be realized in each subsequent year for the term of the contract. Additionally, at least $1,500,000 currently in the Equipment Replacement Fund for the communication center would be available to return to the General Fund once the transition was complete. These projected savings include the elimination of one police lieutenant position.

The transition to RCC would occur over an approximate 6-month period. Transition costs are approximately $519,000.00 and would occur over FY 2009/10 and 2010/11. These costs include the licensing/set-up fees for the Tiburon Records Management System/Computer Aided Dispatch, and hardware/set-up fees for the City of Hawthorne network. These costs would be funded from the equipment replacement budget.

It is recommended City Council grant authority to the City Manager to enter into an Agreement with South Bay Regional Public Communications Authority.
AGREEMENT FOR EMERGENCY POLICE & FIRE DISPATCH SERVICES

THIS AGREEMENT FOR EMERGENCY POLICE AND FIRE DISPATCH SERVICES ("Agreement") is entered into as of the date set forth below by and between the City of El Segundo, a general law city and municipal corporation ("City") and the South Bay Regional Public Communications Authority, a joint powers authority ("Authority").

RECITALS

A. City desires that the Authority provide dispatch services to its police and fire departments.

B. Authority represents that it possesses the requisite expertise, equipment, personnel and qualifications to provide such services to City.

C. By this Agreement, the parties desire to set forth the terms and conditions under which the services are to be provided to City.

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants hereinafter set forth, the parties agree as follows:

1. Term of Agreement. The initial term of this Agreement shall be for a period of ten (10) years commencing from ____________, 2010, and expiring on ____________, 2020. Services as described below shall commence at midnight on ____________, 2010. Thereafter, this Agreement shall automatically renew for additional one (1) year periods unless City gives written notice of its desire to terminate the Agreement on or before the 60th day before the anniversary/renewal date. Authority may terminate this Agreement at the end of the initial ten year term or thereafter, by giving City written notice one (1) year in advance of its intent to terminate.

2. Frequency Sharing.

a. Authority Channels. Subject to and in conformance with Section 90.421 and 90.421(a) of the rules and regulations Federal Communications Commission (FCC) and any such successor rules and regulations, and for as long as this Agreement is in effect, Authority shall permit the City to use in the City's mobile and portable transmitter units all radio frequency assignments that are licensed to Authority and its members and not licensed to City (the "Authority Channels") for the City's use in connection with emergency police and fire communications services provided by Authority.

b. City Channels. City will continue to maintain in its own name FCC authorizations covering the use of the frequency assignments 471/474.3375 and 472/475.5375 (the "City Channels") in the mobile and portable transmitter units and City Site Transmitters (defined as the sites located at El Segundo Police Department and at
Pacific Corporate Towers) licensed by the FCC for use by City for emergency police and fire communications. The City hereby designates, pursuant to and in conformance with, Section 90.463(a) of the FCC’s rules and any successor regulations, the Authority as its agent to control the City Site Transmitters. The foregoing notwithstanding, Authority acknowledges that City also operates the City Channels pursuant to the FCC authorization bearing the call sign WQKG689 and will not interpose an objection to City’s continued use of the City Channels consistent with that authorization, so long as such use causes no harmful interference to Authority’s use of the City Channels on behalf of City. If City obtains the use of additional frequency assignments, those frequency assignments are not subject to this Agreement and are for the exclusive use of City unless City otherwise specifies in writing.

c. **Rights to City Channels Upon Termination.** City and Authority agree that, upon termination of this agreement: (i) any and all rights to the City Channels vest exclusively in City; (ii) Authority expressly waives any claims or rights to the City Channels; (iii) Authority must promptly modify any FCC authorizations it holds and cause its members to modify any FCC authorizations they hold to delete authority permitting the use of the City Channels by Authority or its members; (iv) at the City’s request, Authority must promptly modify any equipment it operates and cause its members to modify any equipment they operate to remove the ability of that equipment to use the City Channels; and (v) Authority shall promptly modify its dispatch console and related equipment so that it is no longer capable of controlling the City Site Transmitters.

d. **Rights to Authority Channels Upon Termination.** City and Authority further agree that, upon termination of this agreement: (i) any and all rights to the Authority Channels shall vest exclusively in Authority; (ii) City expressly waives any claims or rights to the Authority Channels; (iii) City must promptly modify any FCC authorizations it holds to delete authority permitting use of the Authority Channels by City; and (iv) at the Authority’s request, the City must promptly modify any equipment it operates to remove the ability of that equipment to use the Authority Channels.

e. **Shared Channels.** City and Authority further agree that as to any frequencies that are licensed to both City and Authority by the FCC as of the date of this Agreement (the “Shared Channels”), this Agreement shall not in any way effect a change in the rights and obligations of City and Authority under those licenses.

3. **Dispatch Services.**

a. Authority shall provide City with emergency police and fire dispatch services on a 24 hours, 7 days per week basis utilizing Authority’s dispatch and control station transmitter facilities located in the City of Hawthorne. Authority shall use the least congested frequencies from among the City Channels, Authority Channels and Shared Channels to provide dispatch services. Authority shall establish a separate
dispatch console for providing dispatch services to City's Police Department. City's Fire Department shall be dispatched by the Authority's multi-agency fire dispatch. Authority shall add one additional full-time call taker to current staffing.

b. The Authority shall to the extent permitted by the FCC rules, provide access to and share its radio telecommunications infrastructure and facilities with City in connection with emergency police and fire dispatch services provided by Authority to City.

4. **Equipment Installation, Maintenance & Repair Services of Mobile and Portable Equipment.** Equipment installation, maintenance and repair services apply to current and future emergency lighting, sirens, mobile data computers, mobile and portable radio equipment, audio/video equipment (collectively "emergency equipment") used in vehicles of City Police Department, Fire Department, and Public Works Department. Authority shall install and maintain emergency equipment. City shall bear the cost of purchasing new or replacement lights, sirens and Authority-installed emergency equipment, including mobile and portable radios. When possible, the repairs required of the mobile and portable radios and MDCs will be done by Authority staff. However, repairs exceeding the capabilities of Authority staff will be sent to an outside vendor for an estimate of charges and after obtaining City's approval of such estimate, the Authority may authorize the repair of such equipment, the costs of which shall be, billed by Authority back to City. As a result of Police and Fire Task Force action, the Authority's Technical Department maintains specific types of mobile radios, portable radios and MDCs. For standardization purposes, City will be provided specifications for Authority-recognized equipment. If City requests in writing that Authority purchase equipment, material, apparatus and parts specifically and solely intended for installation and or maintenance of City's equipment under this Section, City will be billed separately by Authority for the cost of such purchases.

5. **Consolidation of Personnel.** See Exhibit 1 incorporated herein by reference.

6. **Consideration for Services.** In consideration for the dispatch services provided by Authority to City in this agreement, City shall pay to Authority the fees described in this Section.

   a. An annual fee in the amount of $1,150,000.00 (One Million One Hundred & Fifty Thousand Dollars) for the first year of service. City may elect to pay the annual fee in monthly installments as provided in subparagraph (d) below.

   b. The annual fee shall be increased or decreased each year this Agreement is in effect based on the Consumer Price Index (CPI-U) used for the Counties of Los Angeles, Orange and Riverside. However, in no event shall any increase or decrease in the annual fee exceed 5% (five percent). Authority shall notify City by March 1 of each year this Agreement is in effect of the CPI-U adjustment for the ensuing year.
c. Unless City elects to make payment in monthly installments, the annual fee for services to be paid to Authority by City shall be paid in four equal installments.

d. At City’s election, Authority shall furnish City monthly or quarterly invoices for emergency police and or fire dispatch services, at least thirty (30) days before the due date of installment payments. A five percent (5%) penalty shall attach to service payments received by Authority’s Treasurer one to seven days late, and a ten percent (10%) penalty shall attach to service payments received by Authority’s Treasurer and which are more than seven days late.

e. Consideration for Additional Services: City shall also pay to Authority a total annual fee of $15,000.00 (Fifteen Thousand Dollars), as specified below for Authority to maintain the equipment located at the City sites defined below:

Transmitter Site located at City of El Segundo Police Dept. ----- ($5,000.00)
Transmitter Site located at Pacific Corporate Towers ----- ($5,000.00)
Receiver Site located at 2401 El Segundo Boulevard ----- ($2,500.00)
Receiver Site located at West-side of Chevron refinery ----- ($2,500.00)

Authority is responsible for all costs related to the maintenance of the equipment located at the City Sites and must pay the costs of upgrading or replacing the equipment located at the City Sites when required. There are no rental costs or written leases associated with the City Sites, except for the site designated as Pacific Corporate Towers. City agrees that the cost of renting space at the transmitter site located at Pacific Corporate Towers shall remain City's obligation and City shall continue to be the lessee of that transmitter site. It is further agreed that if upon assuming the obligation for maintenance of the equipment at City sites, Authority determines that any of the City sites are not necessary for providing optimal radio coverage to City then, with express written permission by City, any such site shall be decommissioned and the annual fee of $15,000.00 (Fifteen Thousand Dollars) shall be reduced by the appropriate amount as specified above- herein. If Authority determines that any of the City Sites provides a regional benefit regarding the Authority's dispatch services, then Authority, with express written permission by City, shall assume all financial responsibility including, without limitation, making lease payments, for any such site and City shall be relieved of any further obligations regarding any such site. If Authority later determines that any former City Sites are not needed to provide the Authority’s dispatch services and Authority desires to decommission those City Sites, Authority will (i) provide assurance to City that its coverage will not be compromised by such decommissioning and (ii) will undertake reasonable efforts to allow, at City’s election, City to re-assume the obligations associated with operating from the former City Sites.

7. Nature of Agreement. This agreement shall not convey to City any duties, obligations, responsibilities or privileges of membership in Authority; City is contracting for service
only. Authority and City agree that this agreement shall not confer on City any rights to the assets of Authority.

8. **Dispute Resolution.** City and Authority shall attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation. If those attempts fail, the dispute shall be mediated by a mediator chosen jointly by City and Authority within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and City and Authority shall share the cost of the mediation equally. The parties may agree to engage in some other form of non-binding alternate dispute resolution ("ADR") procedure in lieu of mediation. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Los Angeles, California. If a lawsuit is necessary to resolve any dispute arising out of any of the provisions of this agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees and costs of suit as adjudicated and determined by the Court.

9. **Indemnification.**

   a. City agrees to indemnify, hold harmless and defend Authority and all its successors and assignees, and its officers, directors, agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney’s fees and costs of suit, arising from or occasioned by any act, omission or negligence of the City of El Segundo or its agents, officers, servants or employees, in the performance of this Agreement.

   b. Authority agrees to indemnify, hold harmless and defend City and all its successors and assignees, and its officers, directors, agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney’s fees and costs of suit, arising from or occasioned by any act, omission or negligence of Authority or its agents, officers, servants or employees, in the performance of this Agreement.

10. **Governing Law.** The rights and obligations of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be the Los Angeles Superior Court or appropriate federal district court for the Central District of California.

11. **Entire Agreement.** This Agreement contains the full and entire agreement between and among the parties with respect to the entire subject matter hereof and supersedes any and all previous or contemporaneous agreements and discussions, whether written or oral. Any and all prior or contemporaneous discussions, negotiations, writings, commitments and/or undertakings are merged herein, and no representations by any party not embodied herein shall be valid or binding.
12. **Amendments to Agreement.** This Agreement may be amended only by a subsequent agreement in writing signed by all parties to this Agreement.

13. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other of the provisions of this Agreement.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the effective date hereof being the date set forth below herein.

15. **Authority to Execute.** Each person signing this Agreement warrants and represents that, to the extent he or she is executing this Agreement for and on behalf of an entity, he or she has been fully empowered and properly authorized to execute this Agreement for and behalf of said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Agreement.

16. **Notices.** Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party sent by Registered Mail of the United States Postal Service addressed as follows:

CITY: 
Attention: City Clerk  
City of El Segundo  
350 Main Street  
El Segundo, CA. 90245

AUTHORITY: 
Attention: Executive Director  
South Bay Regional Public Communications Authority  
4440 West Broadway, Hawthorne, CA. 90250

The notices shall be deemed to have been given as of the date of personal service, or three days after deposit of the same in the custody of the United States Postal Service. City agrees to provide any required notice to Authority at or addressed to any new headquarters/facility that Authority may move to, upon the City being advised of Authority’s new address. Authority agrees to provide any required notice to City at or addressed to any new headquarters/facility that City may move to, upon the Authority being advised of City’s new address.

17. **Default.** In the event of default by either party hereunto, upon written notice by the non-defaulting party, the defaulting party shall have 30 days to cure any default hereunder unless such relates to the provision of emergency services, in which event the defaulting party shall be required to cure a default as soon as is practicable. Failure to cure a default as required by this section shall constitute a material breach of this Agreement and grounds for immediate termination for cause.
18. **Joint Drafting.** Should a dispute arise respecting this Agreement, the Agreement shall be interpreted as though it were jointly drafted by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entered into this ___ day of ________________, 2010.

CITY OF EL SEGUNDO

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

JACK WAYT, City Manager

RALPH MAILLOUX, Executive Director

APPROVED AS TO FORM:

MARK HENSLEY, City Attorney

APPROVED AS TO FORM:

By: ________________

KARL H. BERGER ESQ.
Assistant City Attorney

By: ________________

KUNLE ADERONMU ESQ.
Legal Counsel for Authority
AGENDA DESCRIPTION:
Consideration and possible action to formally endorse the Los Angeles County Strategic Plan for Economic Development; prepared by the Los Angeles County Economic Development Corporation and adopted by the County Board of Supervisors. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Endorse the Los Angeles County Strategic Plan for Economic Development;
2. Authorize the Mayor to execute the Endorsement Form;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Los Angeles County Economic Development Corporation (LAEDC) Strategic Plan for Economic Development
2. Los Angeles County Strategic Plan for Economic Development Endorsement Form

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

ORIGINATED BY: Kelly McDowell, Mayor
REVIEWED BY: Bill Crowe, Assistant City Manager
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
In 2009, the Los Angeles County Economic Development Corporation (LAEDC) engaged and solicited input from more than 1,000 stakeholders in over two dozen public forums to develop a comprehensive, collaborative, consensus Strategic Plan for Economic Development in Los Angeles County. The LAEDC brought together leaders from the public, private, business, government, labor, education, and environmental sectors, as well as community-based organizations, to develop a consensus plan for ensuring a strong, diverse and sustainable economy for L.A. County’s residents and communities.

The Plan, which was subsequently formally adopted by the Los Angeles County Board of Supervisors, includes 52 specific strategies designed to achieve five core goals critical to ensuring economic success. Those goals are: 1) Creating an educated workforce; 2) Creating a
business-friendly environment; 3) Enhancing quality of life; 4) Implementing smart land use; and 5) Creating 21st century infrastructure.

The LAEDC is now soliciting endorsements to help lead the region-wide implementation of the Los Angeles County Strategic Plan for Economic Development. By supporting this item, which authorizes the Mayor to sign the endorsement form, the City Council will be endorsing the Los Angeles County Strategic Plan for Economic Development and giving the LAEDC permission to publicly use the City’s name to promote the Plan.
Los Angeles County is made up of 88 vibrant and diverse cities whose population of over 10.4 million would make it the 8th largest state in the United States. As the entertainment, manufacturing and international trade capital of America, and with over $500 billion in annual economic activity spread across 15 dynamic export-oriented industry clusters, L.A. County’s gross domestic product is larger than Taiwan or Hong Kong. However, despite these achievements, L.A. County and its cities have underperformed in job creation in recent decades, due in part to the lack of a strategic plan for economic development to guide decision making. In fact, during the last 30 years, L.A. County has added 2.8 million new residents, yet has only created 457,000 new jobs.

That is why the Los Angeles County Economic Development Corporation (LAEDC), a private, non-profit public benefit organization with more than 200 members representing leading private sector employers in the County, two dozen academic institutions, more than 20 cities from across L.A. County, six regional economic development corporations, the County CEO and appointed representatives of all five County Supervisors, assembled and mobilized a diverse group of public, private, business, education, labor, environmental and other community-based participants to shape, build support around and help implement the first-ever comprehensive, consensus strategic plan for economic development in L.A. County. The plan identifies five key components - Educated Workforce, Business-Friendly Environment, Attractive Quality of Life, Smart Land Use and 21st Century Infrastructure - that are critical to ensuring a strong, diverse and sustainable economy for L.A. County’s residents and communities.

Los Angeles County covers over 4,000 square miles and is the nation’s most diverse and populous county with more than 10.4 million residents representing more than 220 languages and cultures from around the world. Home to some of the world’s leading consumer markets, the largest labor force of any county in the United States, three world-class research universities and 117 other college and university campuses, the two largest airports in America, and one of the busiest origin and destination airports anywhere. Los Angeles County has one of the world’s largest and most dynamic economies with annual economic activity in excess of $500 billion in 2008.

To guide job and business retention, expansion and attraction in the nation-sized economy, the Los Angeles County Board of Supervisors has undertaken this first-ever, ground-up, consensus strategic plan for economic development in Los Angeles County.

The Los Angeles County Economic Development Corporation facilitated the creation of the plan through a series of public meetings with a diverse array of participants from education, labor, business, government, and the environmental and environmental justice communities. This distinctive group of leaders from regions throughout the County was united in their commitment to a brighter economy, a cleaner environment, and a more broadly shared prosperity.

Now it’s time for all of us to come together, carry out and realize what’s contained in the “four corners” of this plan. To do so, we need champions to help implement the plan, and, there are roles for everyone in the public, private and non-profit sectors to play. We invite local residents and the best and brightest leaders from the most creative firms from around the world to participate and help us reach our goals.

Ensuring a strong, diverse and sustainable economy for L.A. County’s residents and communities.

A MESSAGE FROM THE L.A. COUNTY BOARD OF SUPERVISORS

Los Angeles County
MAKING LOS ANGELES MORE COMPETITIVE

I. PREPARE AN EDUCATED WORKFORCE

OBJECTIVE ONE:
Ensure successful education outcomes at every level, i.e., all students should, at a minimum, achieve grade-level proficiency and graduate.

Make schools better by tracking, assessing and reporting student performance outcomes, increasing the number of charter schools and small schools/learning communities in schools, increasing the use of technology at all levels, increasing arts, language, STEM education and preparation for employment opportunities in key industries; improving teacher quality and accountability through enhanced training, recruitment and incentives; implementing multiple pathway approaches which prepare students from diverse backgrounds for college, careers and entrepreneurship; and creating and strengthening linkages among K-12 schools, community colleges and universities.

Connect schools and communities by linking local community organizations, non-profits, businesses and corporate leaders with schools through formal partnerships, and implementing family education programs and after-school programs.

Increase student access and engagement by teaching and motivating parents to be meaningfully engaged in their children’s educational success; educating parents and students on career opportunities and readiness requirements; and increasing access to scholarships, loans and grants for education.

OBJECTIVE TWO:
Ensure that businesses have enough workers with the right skill sets to meet their needs.

Conduct and publish research on workforce shortages, skill gaps and required proficiencies; and evaluate existing education, training and placement programs for continuous improvement.

Round workforce intelligence to bring together stakeholders in targeted industry sectors to address existing and projected future workforce gaps by facilitating more opportunities for public-private collaboration between individual businesses, community colleges and universities, and promoting industry-driven curricula and technical education based on employer-recognized certification.

Integrate workforce and training activities and higher education (from entry to college/university-based to enhanced professional education) to create seamless career pathways leading to high-value jobs in target industries (e.g., aerospace engineers).

Expand customized, sector-based programs to train larger numbers of people and market them better to job seekers.

Retain and attract highly-skilled workers and develop the next generation of managerial talent.

Co-locate public services such as WorkSource/OneSource centers on college campuses.

OBJECTIVE THREE:
Prepare job seekers and incumbent workers to enter sectors with high-value jobs – as measured by wages, benefits and additional income attracted into the County – and built-in career ladders.

Create programs that expand the workforce by reconnecting high school dropouts to educational and training opportunities.

Develop, expand and upgrade the skills of the existing workforce.

Begin career awareness programs in middle school. Offer student internships, job shadowing, apprenticeships, concurrent enrollment programs, soft skills training, improved career counseling, youth employment and more parent education on careers to provide students with career awareness and work experience.

II. CREATE A BUSINESS-FRIENDLY ENVIRONMENT

OBJECTIVE ONE:
Establish and promote a business-friendly environment to create and retain good quality jobs.

Educate local and statewide stakeholders on the value of private sector businesses as generators of jobs, tax revenue and regional prosperity, and encourage government officials to evaluate the economic impact of regulations and policies that affect overall competitiveness and to play a more active role in courting private sector employers.

Create a sample template and encourage cities to include an economic development element in their general plans; then, encourage L.A. County and our 88 cities to update their economic development elements regularly.

Facilitate private sector job creation by helping the state of California, L.A. County, and our 88 cities develop for their business-facing activities more efficient processes, more affordable pricing and a stronger customer service ethic.

Adopt clear, reasonable and predictable processes for the development of land to facilitate job creation and implement policies, plans and procedures to streamline review and approval processes.

OBJECTIVE TWO:
Retain and expand the existing job base while pro-actively attracting new businesses, industries, jobs and investment.

Develop and promote a compelling, consistent value proposition and brand for L.A. County, incorporating existing and aspirational strengths (e.g., size, diversity, creativity, climate, culture and commitment to green).

Increase proactive outreach to help retain and expand businesses of all sizes, with emphasis on those that are at risk of closing, leaving or being wooed away.

Align local and statewide tax incentive policies with local and regional economic development priorities.

Develop sector-specific value propositions and strategies to attract firms including incentives for businesses seeking to capitalize on opportunities created by the growth of the local, state and world economies.

Create employment and business opportunities for local firms by supporting the development of international trade, tourism, and by promoting Los Angeles County as a destination for foreign direct investment.

Ensure access to capital by expanding outreach and marketing efforts to capital sources and attracting capital investors and lenders for all stages of development; exploring creative new sources of capital such as the EB-5 Immigrant Investor Program; and creating and augmenting channels/networks to connect capital to entrepreneurs, with emphasis on small, minority or women-owned businesses.

OBJECTIVE THREE:
Leverage the County’s research and development facilities for the commercialization of research, technology and similar opportunities.

Aggressively seek more research funding and activity for L.A. County-based institutions.

Create a more supportive infrastructure and stronger networks to facilitate the commercialization of local research and provide needed services to entrepreneurs (venture capital, research parks, entrepreneurial management teams and mentors, etc.), focusing in particular on industries where L.A. County holds a competitive advantage (e.g., port tech, digital media, entertainment technology, etc.).

www.LACountyStrategicPlan.com
III. ENHANCE OUR QUALITY OF LIFE

OBJECTIVE ONE:
Make our communities more desirable places to live.

Ensure public safety by supporting programs that reduce crime (such as Business Watch, Neighborhood Watch, volunteer patrols, anti-gang programs and rapid response to “broken window” problems).

Improve mobility and reduce traffic congestion and its environmental impacts by employing technology and traffic management strategies to reduce demand and optimize system efficiency; making transit easier and more desirable to use; improving walkability and recycling; encouraging transit-oriented development and densification where appropriate; offering incentives for carpooling and transit; and improving the jobs/housing balance.

Remove obstacles and create incentives to encourage the construction of a large quantity and wide range of housing of all types (i.e., condos, apartments, townhouses, single-family homes, etc.), with a particular emphasis on adding affordable and workforce housing units.

Promote healthy living by building more parks and expanding recreational activities, and encouraging healthy living through active lifestyles, wellness programs and locally-sourced nutritious food supplies (e.g., community gardens and farmers markets).

Encourage and expand cultural and artistic amenities that celebrate our diversity and attract local and global patrons.

Create healthy, vibrant and strong communities by balancing land use, transportation, economic development, housing and environmental improvement objectives.

OBJECTIVE TWO:
Use all available resources (i.e., Hope VI funding, etc.) and adopt new approaches to revitalize low-income communities.

Increase community participation in the planning and jobs creation process.

Use smart growth principles to economically integrate communities, maximize the creation of new affordable and workforce housing units, and create more open space for residents.

IV. IMPLEMENT SMART LAND USE

OBJECTIVE ONE:
Maintain adequate supply of jobs-creating land.

Create and maintain a database of County-wide, jobs-creating land to facilitate the retention and expansion of local companies as well as the attraction of new companies to the County.

Implement an employment land preservation policy that restricts re-zoning of industrially-zoned land to other uses without formal consideration and recognition of the need for adequate buffering between industrial land and incompatible uses; how and where that industrial land will be replaced elsewhere in the County; whether the proposed change-of-use development will increase land values of surrounding industrial land and/or encourage nearby industries; and whether the new use will produce more high-value jobs than alternative industrial uses.

Make better use of the public sector’s real estate portfolio to facilitate jobs-producing projects.

RESERVE EMPLOYMENT LAND (existing and vacant) for research and development uses, especially land located near research institutions and universities, using strategies such as creating community land trusts, land banking, and/or through the creation of business, industrial, manufacturing or research and development zones.

OBJECTIVE TWO:
Develop and rehabilitate land to meet strategic economic development objectives.

Update general, community and specific plans to enable by-right development and rectify weaknesses in the existing zoning classifications and remedy the reactive, case-by-case, spot zoning approach focused on individual parcels.

Develop, adopt and implement an incentive program to retain commercial and industrial activities and revitalize obsolete industrial land.

Create and promote public/private collaboration programs to facilitate infill development and redevelopments of brownfield sites, underutilized industrial and commercial properties and functionally obsolete buildings.

Collaborate on securing state and federal grants, other public financing vehicles, and tax incentive programs such as the establishment, renewal, implementation, management and/or expansion of Enterprise Zones, Recycling Market Development Zones, Business Improvement Zones, Redevelopment Agencies, as well as other innovative programs that facilitate community development and revitalization.

Reform the California Environmental Quality Act (CEQA) to eliminate abusive uses of the statute for non-environmental purposes, such as an existing business seeking to block competition.

V. BUILD 21ST CENTURY INFRASTRUCTURE

OBJECTIVE ONE:
Fix the broken infrastructure development process.

Restore the balance between local and regional interests in considering approval of infrastructure projects.

Promote enabling legislation allowing for best practices (e.g., design/build, public-private partnerships, and performance contracting) to expedite infrastructure development.

Advocate for our fair share of public infrastructure dollars and support programs that create opportunities for local contractors from under-served communities.

OBJECTIVE TWO:
Build and maintain critical infrastructure for L.A. County.

Expedite green growth at the Ports of L.A. and Long Beach by speeding implementation of the Clean Air Action Plan, developing and deploying locally-sourced and driven green technology solutions, and adding infrastructure to shift container traffic from road to rail or other cleaner modes.

Modernize Los Angeles International Airport by improving domestic and international terminals, airfield safety and efficiency, passenger experience and accessibility into and out of LAX, while also encouraging the further development and improvements of other airports throughout Southern California.

Ensure a reliable supply of clean and affordable energy by encouraging green energy production from public and private sources, building necessary transmission lines to access clean energy, improving network efficiency and reducing demand (e.g., through energy efficiency programs).

Ensure a reliable supply of clean and affordable water by implementing strategies such as urban water conservation, local storm water capture, water recycling, and groundwater storage while also pursuing an environmentally-sound solution for theSacramento Delta that protects Southern California water supplies.

Create a world-class ground transportation network by expanding and improving the quality and user appeal of mass transit and alternative modes (such as bike paths, bus rapid transit and rapid rail, and grade-separated rail corridors).

Improve waste-handling capabilities by expanding recycling efforts, finding environmentally-friendly methods of disposal for non-recyclables, and upgrading the region’s sewage treatment system, while reducing the waste stream to landfills by encouraging the use of locally-manufactured products that are recyclable, have long life cycles and use less packaging.

Support public and private efforts to continuously improve wired and wireless communications networks in the County to match or exceed the highest global standards for speed and reliability.
L.A. County Strategic Plan for Economic Development Endorsement Form

On December 22, 2009, the Los Angeles County Board of Supervisors unanimously adopted the first-ever, consensus Strategic Plan for Economic Development in Los Angeles County to identify and build consensus around a set of economic development priorities to strengthen the economy, improve the environment and invigorate communities.

☐ Yes, I/We endorse the 2010-2014 Los Angeles County Strategic Plan for Economic Development

A consensus plan for ensuring a strong, diverse and sustainable economy for L.A. County's residents and communities

It's time to implement a strategic plan to guide economic development decision making in a way that creates more and better jobs, and ensures L.A. County's continued economic growth and success.

Consensus planning process: The Los Angeles County Economic Development Corporation (LAEDC) engaged and solicited input from more than 1,000 stakeholders in more than two dozen public forums that brought together leaders from the public, private, business, government, labor, education, environmental, and community-based organizations. Together, they developed five aspirational goals, 12 objectives and 52 strategies for economic development in L.A. County.

1. Preparing an educated workforce by improving educational outcomes, aligning education and training programs with business needs, and ensuring that all potential workers are prepared to participate in the dynamic L.A. County economy.

2. Creating a business-friendly environment to make Los Angeles as welcoming as possible to businesses of all sizes by ensuring that state, county and city governments are customer-driven in their interactions with businesses; government processes are rational, predictable, understandable and timely; and that public and private economic development agencies are supported and adequately resourced to help businesses thrive and create good quality jobs.

3. Enhancing our quality of life to make our communities healthier, more desirable and vibrant places to live and productively work by improving mobility and reducing traffic congestion, ensuring public safety, expanding cultural and artistic amenities, promoting healthy living, and revitalizing low-income communities.

4. Implementing smart land use to provide adequate space for both employment uses and housing through strategies such as by-right development, infill development, redevelopment and reuse of obsolete industrial land.

5. Creating 21st century infrastructure to maintain our competitive edge by fixing the broken infrastructure development, funding and delivery processes, and investing in maintaining and upgrading Los Angeles County's critical infrastructure.
☐ This is an organizational endorsement  ☑ This is an individual endorsement

Signature: 

Printed Name: Kelly McDowell

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Please return the form via fax to (213) 622-7100 or by email to Natasha.Jones@laedc.org.

For more information, visit www.LACountyStrategicPlan.com.

By signing this form, my organization/I gives/give the LAEDC permission to publicly use my organization's name (my name) to promote the Los Angeles County Strategic Plan for Economic Development. I understand there is no compensation for this endorsement and that LAEDC is under no obligation to publish all submissions.