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 19, 2011 – 5:00 P.M.

Next Resolution # 4716
Next Ordinance # 1461

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

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

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code §54956.9(a) -1- matters

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) -0- matter

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 19, 2011 - 7:00 P.M.

Next Resolution # 4716
Next Ordinance # 1461

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Wes Harding, El Segundo Foursquare Church

PLEDGE OF ALLEGIANCE – Council Member Suzanne Fuentes
PRESENTATIONS

a. Presentation by the Police Department who will be participating in the National Take Back Initiative to dispose of unwanted/expired prescription medications on April 30, from 10:00 a.m. to 2:00 p.m.
b. Proclamation announcing April 21, 2011 as Cereplast Bioplastics Day.

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)

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. Warrant Numbers 2581725 to 2581922 on Register No. 13 in the total amount of $762,964.27 and Wire Transfers from 3/25/11 through 4/07/11 in the total amount of $1,072,715.25.

Recommendation – Approve Warrant Demand Registers 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.

2. Regular City Council Meeting Minutes of April 5, 2011.

Recommendation – Approval.

3. Consideration and possible action to (1) accept a donation from El Segundo resident Sam Hepworth to paint the walls, planters, and railing surrounding the George E. Gordon Clubhouse at Recreation Park for his Boy Scout Eagle Project; (2) adopt a Resolution to approve the plan for the project; (3) authorize the City Manager to execute a contract with Sam Hepworth in a form approved by the City Attorney. (Fiscal Impact: None)

Recommendation – (1) Approve the acceptance of a donation from Sam Hepworth; (2) Adopt Resolution that includes the approval of the project’s plan; (3) Authorize the City Manager to execute a contract with Sam Hepworth in a form approved by the City Attorney; (4) Alternatively, discuss and take other action related to this item.

4. Consideration and possible action regarding approval of the revised Class Specification for the classification of Fire Engineer. Fiscal Impact: None. (Fiscal Impact: None).

Recommendation – (1) Approve the proposed Class Specification for Fire Engineer; (2) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action to adopt a resolution vacating an existing two (2) feet water easement and approving Quit Claim Deed located at 126 Lomita Street. (Fiscal Impact: None)

Recommendation – (1) Adopt the resolution vacating an existing two (2) feet water easement and approving Quit Claim Deed; (2) Alternatively, discuss and take other action related to this item.
6. Consideration and possible action regarding approval of 1) a Professional Services Agreement for $437,850 with Willdan Energy Solutions for implementation of Energy Efficiency Strategic Planning Activities and 2) a Professional Services Agreement for $48,650 with Nina Tarnay for grant administration activities on behalf of the City of El Segundo using funds awarded by Southern California Edison. (Fiscal Impact: $486,500.00)

Recommendation – (1) Authorize the City Manager to execute the Professional Services Agreements in a form as approved by the City Attorney with Willdan Energy Solutions in the amount not to exceed $437,850.00 and Nina Tarnay in the amount not to exceed $48,650.00; (2) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action to adopt Ordinance No. 1460 approving an Environmental Assessment (EA 862) for a Categorical Exemption and a Zone Text Amendment amending the El Segundo Municipal Code (“ESMC”) as it relates to nonconforming buildings and structures and to allow administrative adjustments for nonconforming buildings for incidental life safety repairs or upgrades and reasonable access accommodations for persons with disabilities. Applicant: City Initiated (Fiscal Impact: None)

Recommendation – (1) Waive second reading and adopt Ordinance No. 1460 for Environmental Assessment No. EA-862 and Zone Text Amendment (ZTA) No. 10-02; (2) Alternatively, discuss and take other possible related action to this item.

8. Consideration and possible action to adopt Ordinance No. 1459 approving an Environmental Assessment (EA No. 911) and a Development Agreement Amendment (DA No. 11-01 (First Amendment to Development Agreement No. 00-02) to allow an 88,847 square-foot office building at 888-898 North Sepulveda Boulevard (Fiscal Impact: $150,000-$228,000 Contribution to improvements of Sepulveda Boulevard and to other public benefits)

Recommendation – (1) Waive second reading and adopt Ordinance No. 1459 for Environmental Assessment EA 911 and Development Agreement Amendment DA 11-01; (2) Alternatively, discuss and take other possible action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS
G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes –

Council Member Brann –

Council Member Jacobson –

Mayor Pro Tem Fisher –

Mayor Busch –

9. Consideration and possible action regarding the closure of the United States Post Office facility located at 200 Main Street. (Fiscal Impact: None)

Recommendation – (1) Direct Staff to monitor the status of the Post Office’s determination and report to City Council; (2) Alternatively, discuss and take other action related to this item.

10. Consideration and possible action to: (1) review the Wiseburn School District’s (“WSD”) proposed acquisition of property within the City of El Segundo to be utilized for unspecified school/classroom purposes; (2) direct staff regarding the Council’s position regarding the potential acquisition; and (3) direct staff to continue to review and monitor WSD’s activities and report significant events to the Council. (Fiscal Impact: Unknown at this time)

Recommendation – (1) Review WSD’s proposed acquisition of property within the City of El Segundo to be utilized for unspecified school/classroom purposes; direct staff regarding the Council’s position regarding the potential acquisition; and direct staff to continue to review and monitor WSD’s activities and report back to Council regarding this matter; (2) Alternatively, take other action related to this item.
PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

MEMORIALS –

CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: April 13, 2011
TIME: 2:10 p.m.
NAME: [Signature]
PRESENTATIONS

a. Presentation by the Police Department who will be participating in the National Take Back Initiative to dispose of unwanted/expired prescription medications on April 30, from 10:00 a.m. to 2:00 p.m.
WHEREAS, Cereplast Inc., a leading manufacturer of bio-based, compostable and sustainable plastics – made from renewable resources like corn, wheat, and algae has advanced the concept and manufacturing of bio-based plastics as an alternative to petroleum-sourced plastics in order to meet growing consumer demand for and attention to economically and ecologically sound, ‘green’ products; and

WHEREAS, Cereplast, Inc. has conducted a national competition, “Make Your Mark”, to create a symbol that represents “bioplastics”, demonstrating their commitment to educating and helping consumers make smarter purchasing decisions that help preserve and protect our environment; and

WHEREAS, The new bioplastics symbol will serve in a similar fashion to how the recycling symbol, created 41 years ago in a similar contest is used to identify products that are made from recycled materials and/or recyclables; and

WHEREAS, The presentation of the “Make Your Mark” national competition which garnered over 2.8 million votes will take place at the Herman Miller Showroom, LEED CI-designated, in Culver City, CA, on April 21, 2011.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo do hereby proclaim Thursday, April 21, 2011 as CEREPLAST BIOPLASTICS DAY.
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 3/25/11 THROUGH 04/07/11

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<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
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<tr>
<td>3/9/2011</td>
<td>Lane Donovan Golf Ptoy</td>
<td>21,017.73</td>
<td>Payroll Transfer (correct prior memo)</td>
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<tr>
<td>3/29/2010</td>
<td>Unum</td>
<td>457.80</td>
<td>LTD</td>
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<tr>
<td>3/30/2011</td>
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<td>Weekly claims</td>
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<tr>
<td>3/31/2011</td>
<td>Employment Development</td>
<td>46,151.10</td>
<td>State Taxes</td>
</tr>
<tr>
<td>3/31/2011</td>
<td>Employment Development</td>
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<td>State Taxes</td>
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<td>4/1/2011</td>
<td>State of CA EFT</td>
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<td>4/1/2011</td>
<td>Nationwide EFT</td>
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<td>EFT 457 payment</td>
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<tr>
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<td>UB</td>
<td>3,736.82</td>
<td>PARS payment</td>
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<td>4/1/2011</td>
<td>Manufacturers &amp; Traders</td>
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<td>457 payment Vantagepoint</td>
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<tr>
<td>4/1/2011</td>
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<td>192.31</td>
<td>IRA payment Vantagepoint</td>
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<td>4/6/2011</td>
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<td>4/7/2011</td>
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<td>4/7/2011</td>
<td>Cal Pers</td>
<td>260,484.08</td>
<td>Retirement</td>
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<td>3/25-4/7/11</td>
<td>Workers Comp Activity</td>
<td>23,324.53</td>
<td>SCRMA checks issued</td>
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<tr>
<td></td>
<td></td>
<td><strong>1,072,715.25</strong></td>
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</table>

**DATE OF RATIFICATION: 04/19/11**

**TOTAL PAYMENTS BY WIRE:**

1,072,715.25

Certified as to the accuracy of the wire transfers by:

- **Deputy City Treasurer**
  - Signature: [Signature]
  - Date: 4/11/11

- **Director of Finance**
  - Signature: [Signature]
  - Date: 4/11/11

- **City Manager**
  - Signature: [Signature]
  - Date: 4/11/11

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, APRIL 5, 2011 – 5:00 P.M.

5:00 P.M. SESSION

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

ROLL CALL

Mayor Busch  -  Present
Mayor Pro Tem Fisher  -  Present – arrived at 5:05 p.m.
Council Member Brann  -  Absent
Council Member Fuentes  -  Present
Council Member Jacobson  -  Present

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

SPECIAL ORDER OF BUSINESS:

Karl Berger, Assistant City Attorney, stated Council would be meeting in closed session pursuant to the items listed on the agenda and that regarding Government Code §54956.9(b), one case involves the claim filed by Time Warner Cable in a communication dated February 15, 2011 for $11,133, and the other case is based upon a claim filed by Shannon David, Inc. filed on or about March 1, 2011 for $48,745.47.

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

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

City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
Dave Sharp vs. City of El Segundo WCAB No. LBO0368014, LBO0365756

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -2-
Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't Code § 54957) -0- matter

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

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

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 5, 2011 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Bishop Jim Hepworth, Church of Jesus Christ of Latter Day Saints

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Bill Fisher

PRESENTATIONS

a. Council Member Fuentes presented a commendation in recognition of the Bettye Poland the 2011 Outstanding School Crossing Guard of the Year.

b. Mayor Pro Tem Fisher presented a Proclamation announcing April as “Sexual Assault Awareness Month” and designate April 27, 2011 as “Denim Day”.

ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present
Council Member Brann - Absent
Council Member Fuentes - 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.

Marc Rener, Resident; spoke regarding the warrants and wire transfers and the CalPers payments. Also spoke regarding the lawsuit on the Attorney’s Impartial Analysis, Measure P.

Sam Penia, Consolidated Disposal Services; announced annual spring cleaning and large items may be placed on the curb. For questions call Consolidated Disposal Services at 1-800-299-4898.
Ashley Rios-Vasquez, representing Farchitecture BB, LLC, spoke on item number five. She stated that they would be selling in the business district and office buildings, not driving an ice cream truck around the residential district.

A. PROCEDURAL MOTIONS

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

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to re-open a continued public hearing and receive testimony regarding: 1) an Environmental Assessment (EA No. 911), and 2) a Development Agreement Amendment (DA No. 11-01 (First Amendment to Development Agreement No. 00-02)) to allow an 88,847 square-foot office building at 888-898 North Sepulveda Boulevard. Applicant: Realty Associates Advisors, LLC. (Fiscal Impact: $150,000-$228,000 Contribution to improvements of Sepulveda Boulevard and to other public benefits).

Mayor Busch stated that this was the time and place to conduct a continued public hearing and receive testimony regarding: 1) an Environmental Assessment (EA No. 911), and 2) a Development Agreement Amendment (DA No. 11-01 (First Amendment to Development Agreement No. 00-02)) to allow an 88,847 square-foot office building at 888-898 North Sepulveda Boulevard. Applicant: Realty Associates Advisors, LLC. (Fiscal Impact: $150,000-$228,000 Contribution to improvements of Sepulveda Boulevard and to other public benefits).

City Clerk Mortesen stated that proper notice had been given in a timely manner and that one written communication has been received in the City Clerk’s Office.

Greg Carpenter, Acting City Manager, gave a report.

Matt McKinnley, representing the applicant, offered to answer questions.

Julia Lau, Resident; spoke about the parking on Washington Street. She requested the City address the parking situation on Washington Street.

Marc Rener, Resident; spoke on the parking and traffic from the office buildings on Sepulveda.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT.
Staff directed to investigate solutions to the Washington Street parking issues.

Karl Berger, Assistant City Attorney, read by title only:

ORDINANCE NO. 1459

AN ORDINANCE AMENDING DEVELOPMENT AGREEMENT NO. 00-02 BETWEEN REALTY ASSOCIATES ADVISORS, LLC, AND THE CITY OF EL SEGUNDO AFFECTING A PROPERTY LOCATED AT 888-898 NORTH SEPULVEDA BOULEVARD.

Council Member Fuentes introduced the ordinance.

Second reading and adoption scheduled for April 19, 2011.

2. Consideration and possible action to re-open a continued public hearing and receive testimony regarding: 1) an Environmental Assessment for a Categorical Exemption; and 2) a Zone Text Amendment amending the El Segundo Municipal Code ("ESMC") as it relates to nonconforming buildings and structures and to allow administrative adjustments for nonconforming buildings for incidental life safety repairs or upgrades and reasonable access accommodations for persons with disabilities. Applicant: City Initiated (Fiscal Impact: None)

Mayor Busch stated that this was the time and place to conduct a continued public hearing and receive testimony regarding: 1) an Environmental Assessment for a Categorical Exemption; and 2) a Zone Text Amendment amending the El Segundo Municipal Code ("ESMC") as it relates to nonconforming buildings and structures and to allow administrative adjustments for nonconforming buildings for incidental life safety repairs or upgrades and reasonable access accommodations for persons with disabilities. Applicant: City Initiated (Fiscal Impact: None)

City Clerk Mortesen stated that proper notice had been given in a timely manner and that one communication had been received in the City Clerk’s Office.

Greg Carpenter, Acting City Manager, gave a report.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT.

Karl Berger, Assistant City Attorney, read by title only:

ORDINANCE NO. 1460
AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE ("ESMC")
CHAPTERS 15-1 DEFINITIONS, 15-21 NONCONFORMING BUILDINGS AND USES,
AND 15-24 ADJUSTMENTS. (EA NO. 862 AND ZTA NO. 10-01)

Mayor Pro Tem Fisher introduced the ordinance.

Second reading and adoption scheduled for April 19, 2011.

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. PULLED FOR DISCUSSION BY MAYOR BUSCH


5. PULLED FOR DISCUSSION BY COUNCIL MEMBER JACOBSON

6. Authorized the City Manager to execute Agreement No. 4148, in a form approved by the City Attorney, with Bartel Associates, LLC for actuarial services to determine future medical costs of active and retired employees. (Fiscal Impact: $29,500)

7. Adopted Plans and Specifications for miscellaneous facility repairs. Project No. PW 11-04, PW 11-06 and PW 11-07 (Fiscal Impact: estimated $101,000.00) Authorized staff to advertise the projects for receipt of construction bids.

8. Approved Change Order No. 1 for $8,380 and accepted the project as complete for the Recreation Park Phase III Field Lighting Project. Project No.: PW10-07 (Fiscal Impact: $223,774). Authorized the City Clerk to file a Notice of Completion in the County Recorder's Office.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to approve Consent Agenda Items 4, 6, 7, and 8. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT.

CALL ITEMS FROM CONSENT AGENDA
3. Warrant Numbers 2581454 to 2581724 on Register No. 12 in the total amount of $1,748,362.91 and Wire Transfers from 3/05/11 through 3/24/11 in the total amount of $2,776,920.43.

MOTION by Mayor Busch, SECONDED by Council Member Jacobson, to approve Warrant Numbers 2581454 to 2581724 on Register No. 12 in the total amount of $1,748,362.91 and Wire Transfers from 3/05/11 through 3/24/11 in the total amount of $2,776,920.43. 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. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT.

5. Consideration and possible action regarding obtaining a special permit from the City Council to approve Farchitecture BB, LLC doing business as Coolhaus, to peddle ice cream while driving an ice cream truck in the City and issue a business license. (Fiscal Impact: None)

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to authorize approval of a special permit from the City Council to approve Farchitecture BB, LLC doing business as Coolhaus, to peddle ice cream while driving an ice cream truck in the City and issue a business license. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT.

F. NEW BUSINESS

9. Consideration and possible action to adopt policy changes to the City's Residential Sound Insulation (RSI) Program. (Fiscal Impact: savings will allow for treatment of additional homes)

James O'Neill, Program Manager, gave a report.

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Jacobson to authorize proposed changes to the prioritization of homes eligible for funding; (Establish an annual "cut-off date" of December 31st for homes to be included in the City's grant applications to LAWA; authorize air conditioning to be eliminated from eligible RSI Improvement and "Owner Upgrade"; and authorize Building Safety staff to revise the area for which higher standards are required for residential construction. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER
K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes – None

Council Member Brann – ABSENT

Council Member Jacobson – Announced that FAA would be doing flight checks on test aircraft tonight on the inboard runway closest to El Segundo and it may increase noise.

Mayor Pro Tem Fisher – None

Mayor Busch – None

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.

Marc Rener, Resident spoke regarding the City paid CalPers benefits.

Julia Torres Lau, Resident; spoke about a fence being placed at Washington Park to stop balls from going into the yards of the resident.

MEMORIALS – Alise Mae White, resident

CLOSED SESSION – NONE

ADJOURNMENT at 8:15 p.m.

Cindy Mortesen, City Clerk
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

MEETING DATE: April 19, 2011
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action to (1) accept a donation from El Segundo resident Sam Hepworth to paint the walls, planters, and railing surrounding the George E. Gordon Clubhouse at Recreation Park for his Boy Scout Eagle Project; (2) adopt a Resolution to approve the plan for the project; (3) authorize the City Manager to execute a contract with Sam Hepworth in a form approved by the City Attorney.

Fiscal Impact: None

RECOMMENDED COUNCIL ACTION:

1. Approve the acceptance of a donation from Sam Hepworth;
2. Adopt Resolution that includes the approval of the project’s plan;
3. Authorize the City Manager to execute a contract with Sam Hepworth in a form approved by the City Attorney;
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution.
2. Description of project plan provided by Sam Hepworth.

FISCAL IMPACT:

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

ORIGINATED BY: Mark Trujillo, Parks Superintendent
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, Acting City Manager

BACKGROUND AND DISCUSSION:

Sam Hepworth, a resident Boy Scout and Eagle Scout candidate has offered to donate his time and materials to paint the walls, planters, and railings at the George E. Gordon Clubhouse at Recreation Park.

Sam Hepworth will provide paint approved by staff and supplies. The project will be completed by a group of 20 – 30 local volunteers and managed by Sam Hepworth.

To work on public property, Sam Hepworth will be required to enter into an agreement with the City in a form approved by the City Attorney.

This beautification project will enhance the appearance of the George E. Gordon Clubhouse area without cost to the City and will provide Sam an Eagle Scout leadership service project.
RESOLUTION NO. ______

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE PAINTING OF THE WALLS AND CURBS THAT SURROUNDS THE CLUBHOUSE LOCATED AT RECREATION AND PARKS PURSUANT TO GOVERNMENT CODE § 830.6 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SAM HEPWORTH.

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

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

A. On March 12, 2011, the City received a proposal by Sam Hepworth ("VOLUNTEER") to paint the walls and curbs that surrounds the Clubhouse at Recreation & Park (the "Project");

B. The Project consists of painting the walls and curbs.

C. VOLUNTEER proposes to donate all materials and labor for the Project. The City would not incur any cost;

D. Based upon information supplied by the VOLUNTEER and Recreation & Parks staff, the Council understands and believes that the total value of the materials would be $520.00 and will utilize 20-30 community volunteers for the labor.

E. Ordinarily, the City would need to comply with the competitive bidding requirements set forth in the California Public Contracts Code for this type of project;

F. The purpose of such bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption, to prevent waste of public funds, and to obtain the best economic result for the public;

G. The facts and circumstances of this Project, however, demonstrate that competitive bids would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable and impractical for the following reasons:

1. There is, at most, only a nominal cost to the public for the reason that VOLUNTEER will donate all materials and labor;

2. VOLUNTEER will not receive any public funds for completing the Project;

3. VOLUNTEER’s only motivation in constructing the Project is to accomplish charitable works for the City;
4. It is improbable that any other private contractor can construct the Project for a lesser amount; and

5. To complete the Project, VOLUNTEER will still be required to comply with the City’s standard contract requirements.

H. In waiving the competitive bid requirements otherwise required by the SPMC, the City Council takes note of the analysis and decisions set forth in Graydon v. Pasadena Redevelopment Agency (1980) Cal.App.3d 631; Hodgeman v. City of San Diego (1942) 53 Cal. App.2nd 610; Orange County Water Dist. v. Bennett (1958) 156 Cal. App.2nd 745; and Los Angeles G&E Corp. v. City of Los Angeles (1922) 188 Cal. 307;

I. The City Engineer designed the Project and prepared the Project’s plans and specifications. The plans are now complete and the Project may be constructed;

J. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project; and

K. In accepting VOLUNTEER’s donation of the Project, the City notes that Labor Code § 1720.4 specifically exempts work performed by volunteers from payment of prevailing wages. In addition, the Department of Industrial Relations ("DIR") has determined that prevailing wages need not be paid for the Project (see DIR Decision No. 98-004 dated June 10, 1998 [donated pergola on city property]; and DIR Decision No. 99-058 dated January 7, 2000 [volunteer labor]). Accordingly, the Project is not a "public work" under the Labor Code and ___ volunteers need not be paid prevailing wages.

SECTION 2: Design Immunity.

A. The design and plans for the Project are determined to be consistent with the City’s standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City’s General Plan.

D. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: Authorizations.

A. The City Engineer, or designee, is authorized to act on the City’s behalf in approving any alterations or modifications of the design and plans
approved by this Resolution.

B. The City Manager is authorized to execute a contract with VOLUNTEER for construction of the Project in a form approved by the City Attorney.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

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

PASSED AND ADOPTED this ___ day of ____________, 20___.

_____________________________________________________

______, Mayor

ATTEST:

_____________________________________________________

______, City Clerk

APPROVED AS TO FORM:

_____________________________________________________

______, City Attorney

APPROVED AS TO CONTENT:

_____________________________________________________

__________, City Manager
April 7, 2011

Dear El Segundo City Council,

My name is Sam Hepworth, and I am a member of the El Segundo Boy Scout troop 772. I am on the verge of receiving the rank of eagle, but before I do so, I need to lead a project that helps benefit my community. I have found many damages and imperfections at Recreation and Park, and I would like to fix that. I plan to prime and paint the walls and curbs that surround the clubhouse, which is located on the corner of Pine and Eucalyptus, on the 7th of May. The cost of my project is approximately $520, which is being funded by the El Segundo Rotary Club and the LDS Church. $200 of that will be for the cost of paint, $100 of that will be for the cost of primer, the remaining $220 will pay for the brushes, rollers, paint trays, drop clothes, and tape. I have put together a crew of 20-30 volunteers from the LDS church and my Boy Scout troop, with a majority of them being El Segundo citizens. If you can accept my request, I promise to make my project as successful as can be, to do my best to keep the project safe and fun for everyone involved, and to leave Recreation and Park looking much better than when we arrived.

Thank you,

Sam Hepworth
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of the revised Class Specification for the classification of Fire Engineer. Fiscal Impact: None.

RECOMMENDED COUNCIL ACTION:
1. Approve the proposed Class Specification for Fire Engineer.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: None

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

ORIGINATED BY: Martha A. Dijkstra, Human Resources Manager
REVIEWED BY: Deborah Cullen, Director of Finance/Human Resources
APPROVED BY: Greg Carpenter, Acting City Manager

BACKGROUND AND DISCUSSION:
As of January 1, 2011, the California Department of Motor Vehicles (DMV) implemented changes related to the manner in which they license fire personnel to drive heavy equipment (fire apparatus). Beginning January 1, 2011, the DMV began issuing a class “C” driver’s license with a firefighter endorsement, rather than a class “A” or “B” firefighter restricted license. The DMV also established minimum requirements to obtain the firefighter endorsement, which the El Segundo Fire Department meets and exceeds. The El Segundo Fire Department continues to be authorized by the DMV to conduct its own in-house training and testing. Personnel who currently possess a class “A” or “B” restricted license will convert to the firefighter endorsement once their class “A” or “B” license expires. As a result of these changes, the Special Requirements language found in the Fire Engineer class specification needs to be revised to accurately reflect the changes made by the DMV.
CITY OF EL SEGUNDO

FIRE ENGINEER

DEFINITION

Under general supervision, drives, operates, and maintains firefighting apparatus and related equipment; responds to fire and other emergency calls; fights fire, mitigates hazardous materials emergencies, and provides other services; performs related duties as required.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

1. Inspects fire vehicles to ensure presence of appropriate equipment and operational efficiency; cleans and performs minor maintenance; drives firefighting apparatus and other units to emergency sites in a safe and efficient manner; locates hydrants, attaches hoses, and operates pumps at proper pressures; evaluates adequacy of water system and available water supply.

2. Participates in fire extinguishment, ventilation, salvage, rescue, and other operations; operates various firefighting, control, and rescue equipment such as pumps, ladders, air chisel, and extrication tools; lays hose lines and directs water streams into fires.

3. Provides emergency medical services to individuals in need of such care; provides care consistent with standards and permitted procedures established for patient care.

4. Inspects and cleans various firefighting equipment and apparatus; performs routine and preventive maintenance on equipment as necessary; assists in maintaining clean and orderly conditions in and about the fire station.

5. Participates in inspections of public and commercial buildings for fire prevention and target hazard identification and review.

6. Participates in training and development activities to maintain current knowledge of technological advancements; geographical layout of streets and addresses; operation of all fire apparatus; and other relevant information.

7. Interacts with and represents the Department to the community and the public at large.

8. May participate in special projects, develop and/or conduct training, maintain records, prepare reports, and perform work assignments while serving on various committees.

9. May provide direction and training to Firefighter personnel and serve as acting Captain as required.

QUALIFICATION GUIDELINES

Education and/or Experience

Two years experience as a full-time firefighter with the El Segundo Fire Department.

The following education/training is desirable:

Supplemental specialized training in fire technology, in the areas of fire hydraulics, apparatus, equipment, and tactics and strategy.

April 2011
California State Fire Marshal Training and Education courses in the areas of Fire Command 1A, Fire Command 1B, Fire Prevention 1A, Fire Apparatus Driver/Operator 1A, and Fire Apparatus Driver/Operator 1B.

Possession of a California State Firefighter I and II certificate.

**Knowledge, Skills, and Abilities**

Considerable knowledge of fire safety laws and ordinances; firefighting methods and techniques; operation and maintenance of pumping engines and ladder trucks; practical/ applied hydraulics; location of hydrants and water mains; traffic regulations and City geography; principles and practices observed in rendering emergency medical services. Knowledge of firefighting strategy and tactics, the Incident Command system, and alarm assignment responses. Ability to drive and operate firefighting equipment skillfully under a variety of conditions; compute engine and nozzle pressures; act effectively and quickly in emergency situations; prepare manual drawings of locations to scale; read electrical, gas, water, and propane valves; work effectively and cooperatively with others; understand and follow verbal and written directions.

**Special Requirements**

Possession of a valid Class B California driver's license, and a satisfactory driving record; current EMT and CPR certifications.

Possession of a valid Class A California driver's license is required after August 24, 2006. or a California Class C driver's license with a firefighter endorsement and qualified to operate a class A and B vehicle by El Segundo Fire Department standards.

Must have a satisfactory driving record with current EMT and CPR certifications.

Depending upon assignment, the following participation may be required:

- Breathing Apparatus Repair.
- Examiner in the Department's DMV Employer Testing Program.

April 2011
AGENDA DESCRIPTION:

Consideration and possible action to adopt a resolution vacating an existing two (2) feet water easement and approving Quit Claim Deed located at 126 Lomita Street.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Adopt the resolution vacating an existing two (2) feet water easement and approving Quit Claim Deed.
2. Alternatively, discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Easement Exhibit

FISCAL IMPACT: None

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

ORIGINATED BY: Maryam M. Jonas, Principal Engineer 
REVIEWED BY: Stephanie Katsouleas, Public Works Director 
APPROVED BY: Greg Carpenter, Acting City Manager 

BACKGROUND AND DISCUSSION:

The Public Works Department received a request from Mar Lomita, LLC to vacate an unused two-feet (2 ft) wide City water easement for operation and repair of a pipeline located at 126 Lomita Street. The easement is identified as a portion of Lot 6 in Block 3 of El Segundo Tract, which was recorded in the official records as a public utility easement on June 9, 1958 under instrument No. 2364.

Public Works confirmed that the easement had not been utilized for decades and is thus no longer necessary. The request was then forwarded to the Planning Commission to review and confirm that vacating it was consistent with the City’s General Plan. On March 24, 2011, the Planning Commission concurred. Abandoning the easement will relieve the City from any maintenance responsibilities and allow the land to be integrated with the rest of the parcel, which is currently being developed to accommodate four (4) office/industrial buildings.
Recording Requested by and Returned to:

City Clerk  
City of El Segundo  
350 Main Street  
El Segundo, CA 90245  

Request recording without fee for the benefit of the  
City of El Segundo pursuant to Streets and Highways Code § 8336.

RESOLUTION NO. _________

A RESOLUTION ADOPTED BY THE CITY COUNCIL FOR THE CITY OF EL SEGUNDO TO VACATE TWO (2) FEET WIDE EASEMENTS WITHIN LOT 6 IN BLOCK 3 OF EL SEGUNDO TRACT.

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

SECTION 1: The City Council finds as follows:

A. On or about June 9, 1958, the map entitled El Segundo Tract, (SHEET NO. 1), was recorded with the Los Angeles County Recorder’s Office in Book 18, Page 69 of Miscellaneous Records (“Final Map”).

B. The Final Map created a One (1) lot subdivision (Assessor’s Parcel Number 4135-021-023) with an easement to the City of El Segundo for public utility services (“Easement”).

C. On or about March 1, 2011, Mar Lomita, LLC filed an application requesting the vacation of the Easement, which is a City water easement on property located at 126-138 Lomita Street. Mar Lomita, LLC is currently constructing four (4) office/industrial buildings on the property (“Project”).

D. A review of applicable documents, and after contacting other public utilities, shows there are no public utility facilities located within the Easement.

E. The Easement, in its current location, is not necessary for present or prospective public use.

F. The easement has not been used for the purpose for which it was dedicated or acquired for at least five consecutive years immediately preceding the proposed
vacation.

G. Vacating the Easements is consistent with the City’s General Plan.

H. The City may summarily vacate public service easements pursuant to California Streets & Highways Code §§ 8330-8336.

SECTION 2: In accordance with the City Council’s findings, and pursuant to Streets and Highways Code § 8333(a), the City of El Segundo summarily vacates the Easement.

SECTION 3: The City Clerk, or designee, is directed to record this Resolution pursuant to Streets and Highways Code § 8336 within ten (10) days of its adoption.

SECTION 4: From and after the date this Resolution is recorded, the Easement vacated by this Resolution will no longer constitute a public service easement.

SECTION 5: In accordance with Resolution No. ____, adopted 19th day of April, 2011, the City Manager is authorized to accept the Replacement Easement on the City’s behalf.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed.

PASSED AND ADOPTED this 19th day of April, 2011.

Eric Busch, Mayor

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

By: Karl H. Berger, Assistant City Attorney

Deputy City Attorney
ATTEST:

STATE OF CALIFORNIA   )
COUNTY OF VENTURA     )   SS
CITY OF EL SEGUNDO    )

I, , 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 of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 19th day of April 2011, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Cindy Mortesen, City Clerk
EXHIBIT A

BEING A PORTION OF LOT 6 IN BLOCK 3 OF EL SEGUNDO TRACT, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, FURTHER DESCRIBED AS FOLLOWS:

THE SOUTHERLY 2' OF SAID LOT AS SHOWN ON THAT DOCUMENT RECORDED JUNE 9, 1958 AS INSTRUMENT NO. 2364 OF OFFICIAL RECORDS.

SEE EXHIBIT B, ATTACHED.

PREPARED BY BOLTON ENGINEERING CORP.

ROSS N. BOLTON, RCE 26120

DATE

3/17/2011
EXHIBIT B

130 LOMITA STREET
LOT 5, BLOCK 3
EL SEGUNDO TRACT M.B. 18/69

S 89°59'0" E 143.00'

126 LOMITA STREET
LOT 6, BLOCK 3
EL SEGUNDO TRACT M.B. 18/69

S 89°59'0" E 143.00'

122 LOMITA STREET
LOT 7, BLOCK 3
EL SEGUNDO TRACT M.B. 18/69

AGENDA DESCRIPTION:
Consideration and possible action regarding approval of 1) a Professional Services Agreement for $437,850 with Willdan Energy Solutions for implementation of Energy Efficiency Strategic Planning Activities and 2) a Professional Services Agreement for $48,650 with Nina Tarnay for grant administration activities on behalf of the City of El Segundo using funds awarded by Southern California Edison.
(Fiscal Impact: $486,500.00)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute the Professional Services Agreements in a form as approved by the City Attorney with Willdan Energy Solutions in the amount not to exceed $437,850.00 and Nina Tarnay in the amount not to exceed $48,650.00.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Scope of Work and Fee Proposal from Willdan Energy Solutions
Scope of Work and Fee Proposal from Nina Tarnay

FISCAL IMPACT: $486,500.00
Amount Budgeted: $486,500.00 grant funds
Additional Appropriation: No
Account Number(s): 301-400-8203-8910

ORIGINATED BY: Maryam M. Jonas, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, Acting City Manager

BACKGROUND AND DISCUSSION:
Last May, Southern California Edison (SCE) awarded the City of El Segundo $486,500 to implement energy efficiency educational programs benefiting the City as well as local residents, contractors and businesses. On April 4, 2011, SCE issued the City a Notice to Proceed with the work identified in the grant’s scope of work.

After careful consideration, City staff selected Willdan Energy Solutions (WES), a subsidiary of Wildan Group, Inc., to implement the bulk of the program identified in the grant’s scope of work. WES has been the energy efficiency technical implementer for SCE’s Local Government Partnership Program since 2006 and is recognized by SCE as having the expertise necessary to
ensure that the City can accomplish the goals and objectives outlined in the partnership program grant. WES has worked extensively with SCE management staff, understands its priorities, and presently represents thirty (30) cities and numerous counties and City COG Partnership programs.

The Partnership Program between City of El Segundo and SCE involves eight (8) tasks described in the attached scope of work submitted by WES. If the PSA is approved, WES will develop, incorporated and facilitate implementation of these tasks, which include but are not limited to:

- Creating on-line permitting services;
- Providing code compliance workshops on the benefit of energy efficiency;
- Conducting a Green House Gas emissions inventory; and
- Developing a benchmarking policy, Energy Action Plan, a LEED certification policy and RCx policy.

Additionally, in anticipation of the staffing challenges now facing the City, the Public Works Department identified 10% of the total proposed budget to hire someone to oversee grant activities, ensure that the City adheres to SCE grant requirements, review materials produced by WES and act as the City liaison between WES and SEC through September 2012. As planned, 90% of the budget will go directly toward implementation and 10% will be for grant oversight activities as described herein. Nina Tarnay has extensive contract management experience and is directly familiar with energy savings and conservation programs. She will be a much needed asset to the City in managing grant activities.

Therefore, staff recommends that City Council approve a PSA with Willdan Energy Solutions to implement the program and a PSA with Nina Tarnay to oversee grant activities on behalf of the City. No general fund monies will be required for implementation of this comprehensive energy efficiency and outreach program.
January 9, 2011

Ms. Stephanie Katsouleas
Director of Public Works
City of El Segundo
350 Main Street
El Segundo, CA 90245

Dear Ms. Katsouleas,

Willdan Energy Solutions (WES) is pleased to submit our proposal to provide professional services to the City of El Segundo.

The City of El Segundo was recently awarded $486,500 to implement innovative, progressive energy efficiency programs, processes, and policies that will position the City as a leader in climate change. The RFP came from Southern California Edison (SCE) and was a competitive bid solicitation open to only those with a Local Government Partnership contract.

We are committed to ensuring the City accomplishes the goals and objectives outlined by SCE, while also making sure the end products benefit the residents and businesses of El Segundo. Willdan brings the following expertise and experience to the successful implementation of this work.

Willdan Advantage

We have been the energy efficiency technical implementer for SCE’s Local Government Partnership Program since 2006. The Local Government Partnership Group is administering this funding on behalf of SCE. We know and work with the Partnership program management staff, understand their priorities, and have a recognized name and reputation that will help the City of El Segundo when the program gets underway.

We offer an exceptional Team dedicated to El Segundo’s program. Since this program is complex and multi-disciplinary, the team dedicated to this effort must also reflect diversity in knowledge and expertise.

We will deliver this program and all activities within budget and on time.

- We currently run over $20 million of energy efficiency programs for Southern California Edison. We are a recognized name with SCE and value our relationships with all our clients.
- Willdan has a long track record of success working with local governments, and has delivered services to municipalities in the region for over 45 years. We leverage out deep understanding of public agency operations to deliver quality projects within budget and on time.
- Willdan Energy Solutions is agreeable to signing a professional services contract with the City of El Segundo.

We are excited by the opportunity to assist El Segundo as it develops leading energy efficiency policies and programs that address climate change. If you have any questions about the content of the submitted proposal, please contact me by telephone at 626.256.0526, by cell phone at 626.703.8588 or by email at tcoonce@willdan.com.

Respectfully submitted,

[Signature]

Tony Coonce
Director of Operations, Southern California

Willdan Energy Solutions
101 East Huntington Drive, Suite 110
Monrovia, California 91016
The following table provides a summary of the activities involved in this project along with a budget for each task category. In addition, a percentage of the total budget is provided for each task and sub-task.

**Summary of Activities and Budget**

<table>
<thead>
<tr>
<th>TASKS</th>
<th>Task Description</th>
<th>Est. % of Budget</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 2: Strategic Plan Goal 1</td>
<td>2.A. Develop Online Permitting</td>
<td>The City will get funding to design and launch an online permitting service for certain building permit requests. Willdan will contract with Mr. Gary Bulkin who is currently developing an online permitting module for the city.</td>
<td>3%</td>
</tr>
<tr>
<td>Task 2: Strategic Plan Goal 1</td>
<td>2.B. Develop Stakeholder Education Program</td>
<td>Outreach and education to community leaders on energy efficiency topics such as code compliance, equipment retrofits, utility programs, greenhouse gases, and AB 32.</td>
<td>4%</td>
</tr>
<tr>
<td>Task 2: Strategic Plan Goal 1</td>
<td>2.C. Marketing the On-line Permitting Service</td>
<td>Develop a marketing plan to promote usage of the on-line permitting service. Will leverage existing communication channels.</td>
<td>16%</td>
</tr>
<tr>
<td>Task 3: Strategic Plan Goal 3</td>
<td>Task 2 (Total Estimated Budget)</td>
<td>23%</td>
<td>$99,900</td>
</tr>
<tr>
<td>Task 3: Strategic Plan Goal 3</td>
<td>3.A. Code Compliance Workshops for City Staff</td>
<td>Provide guidance and coordination to direct City staff to appropriate code compliance training opportunities. Funding to attend provide by SCE.</td>
<td>5%</td>
</tr>
<tr>
<td>Task 4: Strategic Plan Goal 4</td>
<td>Task 3 (Total Estimated Budget)</td>
<td>5%</td>
<td>$16,200</td>
</tr>
<tr>
<td>Task 4: Strategic Plan Goal 4</td>
<td>4.A. Conduct GHG Inventory &amp; Develop GHG Inventory Policy</td>
<td>The City will facilitate an inventorying of the greenhouse gases (&quot;GHGs&quot;) of municipal buildings to set a marker on the effectiveness of subsequent energy reduction efforts.</td>
<td>14%</td>
</tr>
<tr>
<td>Task 4: Strategic Plan Goal 4</td>
<td>4.B. Develop Energy Benchmarking Policy</td>
<td>In order to more accurately track energy usage and ensure facilities achieve maximum efficiency, the City will develop a policy to benchmark the energy usage of municipal buildings and to track ongoing energy usage and effectiveness of energy reduction retrofits and practices.</td>
<td>11%</td>
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<tr>
<td>4.C.</td>
<td>Implement Enterprise Utility Manager Software</td>
<td>The City will purchase an electronic software system that will track the energy usage in municipal buildings. The system will provide regular and consistent data that will allow the City's operations staff to better manage the energy consumption of the building.</td>
<td>18%</td>
</tr>
<tr>
<td>4.D.</td>
<td>Develop Energy Action Plan</td>
<td>An Energy Action Plan will be developed. The EAP is similar to an Energy Management Plan and helps with compliance with AB 32.</td>
<td>15%</td>
</tr>
<tr>
<td>4.E.</td>
<td>Adopt LEED Certification Policy</td>
<td>A tailored green building policy will be developed, using LEED as a reference, to allow the City to &quot;lead by example&quot; in building standards. This policy will be completed to align with goals set in the Energy Action Plan.</td>
<td>3%</td>
</tr>
<tr>
<td>4.D.</td>
<td>Develop RCx Policy</td>
<td>A policy will be created that incorporates commissioning/retro-commissioning into how municipal buildings are operated. The policy will be part of the City's larger energy management efforts.</td>
<td>11%</td>
</tr>
<tr>
<td>Task 4 (Total Estimated Budget)</td>
<td>72%</td>
<td>$321,750</td>
<td></td>
</tr>
<tr>
<td>Task 5: Invoicing &amp; Reporting</td>
<td>Included in Task 2 through Task 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 6: Ramp-Down &amp; Shut-Down Program</td>
<td>Included in Task 2 through Task 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 7: Submit Final Program Report</td>
<td>Included in Task 2 through Task 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Assurance/Quality Control</td>
<td>Included in Task 2 through Task 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total (All Tasks)</td>
<td>109%</td>
<td>$137,850</td>
<td></td>
</tr>
</tbody>
</table>
T. Nina Tarnay  
453 32nd Street  
Manhattan Beach, CA 90266  
(310) 918-1029  
ninatarnay@gmail.com

April 11, 2011

Stephanie Katsouleas  
Director of Public Works  
City of El Segundo  
350 Main Street  
El Segundo, CA 90245

Project Period: May 1, 2011 through September 30, 2012  
Total Project Budget: Not to exceed $48,650.00  
Hourly Rate: $75.00

PROJECT TASKS

1. Attend mandatory SCE kickoff and grant management meeting

2. Oversee Willdan Engineering Solution’s work product activities on behalf of the City to ensure that they comply with grant program components, which include:
   a. Implementation of SCE Scope of Work activities (Tasks 1-7)
   b. Compliance with timelines identified in the Scope
   c. Adherence to Grant reporting requirements
   d. Implementation of ramp-up and ramp-down activities
   e. Quality assurance and quality control

3. Provide general oversight and editorial review of materials produced, which include:
   a. Climate Action Plan
   b. Green House Gas Inventory
   c. Energy Benchmarking Policy
   d. Leed Certification Policy
   e. RXc Policy

4. Act as City liaison and representative for the coordination of:
   a. The on-line permitting module
   b. Educational workshops for staff, Commissioners and Council Members

041
AGENDA DESCRIPTION:
Consideration and possible action to adopt Ordinance No. 1460 approving an Environmental Assessment (EA 862) for a Categorical Exemption and a Zone Text Amendment amending the El Segundo Municipal Code ("ESMC") as it relates to nonconforming buildings and structures and to allow administrative adjustments for nonconforming buildings for incidental life safety repairs or upgrades and reasonable access accommodations for persons with disabilities. Applicant: City Initiated (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. 1460 for Environmental Assessment No. EA-862 and Zone Text Amendment (ZTA) No. 10-02; and/or
2. Alternatively, discuss and take other possible related action to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1460

FISCAL IMPACT: None

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

ORIGINATED BY: Masa Alkirc, AICP, Acting Planning Manager
REVIEWED BY: Greg Carpenter, Director Planning and Building Safety
APPROVED BY: Greg Carpenter, Acting City Manager

BACKGROUND AND DISCUSSION:

On April 5, 2011, the City Council introduced an Ordinance to approve Environmental Assessment No. EA-862, Zone Text amendment (ZTA) No 10-02 as it relates to nonconforming buildings and structures and to allow administrative adjustments for nonconforming buildings for incidental life safety repairs or upgrades and reasonable access accommodations for persons with disabilities. The City Council may waive the second reading and adopt the Ordinance. If adopted without changes, Ordinance No. 1460 will become effective in 30 days.
ORDINANCE NO. 1460

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE (“ESMC”) CHAPTERS 15-1 DEFINITIONS, 15-21 NONCONFORMING BUILDINGS AND USES, AND 15-24 ADJUSTMENTS.

(EA NO. 862 AND ZTA NO. 10-02)

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

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


B. A review of the El Segundo Municipal Code (“ESMC”) shows that there are numerous updates that would be prudent to be made to various regulations for zoning and other, similar, matters;

C. This Ordinance is intended to update, clarify, and bring certain provisions of the City’s nonconforming building and use regulations into conformance with current policies and procedures;

D. This process was initiated in order to remove the inequity of allowing certain nonconforming buildings and uses within the City to maintain, alter, expand or rebuild a legal nonconforming building or use with a demonstrable good faith attempt to either promptly bring the property or building in compliance with existing laws or continue using the nonconforming building or use;

E. There is a strong public interest in ensuring that such nonconforming uses and buildings be required to comply with current laws and regulations;

F. On February 24, 2011, the Planning Commission considered staff’s recommendations and provided staff further direction;

G. On March 15 and April 5, 2011, the City Council considered staff and Planning Commission recommendations;

H. Based upon the evidence collected during the public hearing before the Planning Commission, staff recommendations, evidence submitted during the City Council public hearing, and Council deliberations, it is in the public interest to amend the municipal code as follows:
interest to adopt this Ordinance to amend the ESMC;

I. The ESMC amendments effectuated by this Ordinance are intended to strike a fair balance between business interests within certain parts of the City and the public's interest in applying the zoning regulations of the ESMC fairly and equitably.

SECTION 2: ESMC § 15-1-6 is amended to read as follows:

"15-1-6: DEFINITIONS:

* * * *
BUILDING: Any structure used or intended for supporting or sheltering any use or occupancy that is permanently affixed to the ground and contains a roof. Shipping containers are not buildings.

* * * *
EXTERIOR PERIMETER WALL HEIGHT: The existing exterior perimeter wall consisting of the framing members, from and including the foundation and any basement walls, to and including the uppermost floor and top plate of a building. Any portions of the exterior wall for any floor level that is horizontally offset are also included.

* * * *"

SECTION 3: ESMC § 15-21-3 is amended to read as follows:

"15-21-3: GENERAL PROVISIONS: The following conditions apply to nonconforming uses and structures:

A. Safety: All nonconforming structures may undergo necessary maintenance to provide for their safe and habitable use.

B. Building Removal; Future Use: If any nonconforming building is voluntarily removed, every future use of the land on which the building is located must conform to this Code.

C. Unless otherwise provided by applicable law, a nonconforming use or structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be re-established subject to the provisions of this title if a building permit is issued within twenty four (24) months of the occurrence of the damage or destruction. All nonconforming rights expire if a building permit is not issued within twenty four (24) months.

D. Building Additions, Alterations, Remodel or Reconstruction: A nonconforming
building or structure may be altered, restored, remodeled or reconstructed, or may include an addition, provided that no more than fifty percent (50%) of the existing original exterior perimeter wall height (as defined) is removed, demolished or replaced. If more than fifty percent (50%) of the existing perimeter wall height and the original foundation is removed, demolished, or replaced, the entire building or structure must be brought into conformity with all current development standards and laws. The foundation must not be removed and a minimum of fifty percent (50%) of the exterior perimeter walls must remain attached to the foundation at all times. Solely removing exterior wall coverings, including wall insulation, electrical wiring, plumbing or interior plaster or drywall finishes does not require that the entire building be brought into conformity with all current development standards within the zone in which the property is located.

E. Minor Exceptions for Building Additions, Alterations, Remodel, or Reconstruction: The Director of Planning and Building Safety may grant administrative adjustments for a reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height for life safety repairs or upgrades, regardless of whether those repairs or upgrades exceed the fifty percent (50%) threshold for nonconforming buildings set forth in this section. The upgrades must be incidental and necessary to protect public health and safety. The administrative adjustment must be granted before any removal of any exterior perimeter wall in excess of fifty percent (50%) occurs.

SECTION 4: ESMC § 15-21-5 is amended to read as follows:

"15-21-5: RESIDENTIAL RESTRICTIONS: All legal or legal nonconforming structures within any residential zone, in existence as of the effective date hereof, which are now legal nonconforming or become legal nonconforming due to changes in the land use designation or zoning criteria under this title, are permitted to continue and remodel or expand, provided all of the following requirements are met:

A. Where a side yard setback is nonconforming, the width of the existing side yard cannot be decreased or made more nonconforming due to remodeling or reconstruction;

B. A nonconforming structure may expand, provided the expansion meets all the applicable criteria of this title; and

C. All new construction and additions where a building or structure is nonconforming and no more than fifty percent (50%) of the existing original exterior perimeter wall height and foundation below is removed, replaced or rebuilt in compliance with this Chapter."

SECTION 5: ESMC § 15-21-6 is amended to read as follows:
"15-21-6: NONRESIDENTIAL RESTRICTIONS: Except as otherwise provided for the heavy industrial (M-2) zone, all legal or legal nonconforming uses or buildings, in existence as of the effective date hereof, within the nonresidential use categories and all previously designated commercial properties which have been designated multi-family residential zones by the 1992 general plan, with the exception of Smoky Hollow, which are now legal nonconforming or become legal nonconforming due to changes in the land use designation or zoning criteria under this title, are permitted to expand or remodel subject to the following requirements:

* * * * *

SECTION 6: ESMC § 15-24-1 is amended to read as follows:

"15-24-1: GRANTING: Whenever a strict interpretation of the provisions of this title or its application to any specific case or situation pertaining to the following items would result in the unreasonable deprivation of the use or enjoyment of property, an adjustment or an administrative adjustment may be granted, subject to the following restrictions. Adjustments may be granted to allow:

A. A fence, wall, or hedge up to a maximum height of eight feet (8').

B. Architectural landscape features which exceed the standards set forth in Section 15-2-14 of this Title.

C. Signs which exceed the standards set forth in Chapter 18 of this Title.

D. Noise permits which exceed the standards set forth in Section 7-2-11 of this Code.

E. Parking and loading space standards as set forth in Chapter 15 of this Title.

F. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.

G. Deviation from development standards for reasonable access accommodations.

* * * * *

SECTION 7: ESMC § 15-24-4 is amended to read as follows:

"15-24-4: NECESSARY FINDINGS:

A. No adjustment shall be granted unless the following findings are made:

1. That the proposed adjustment would not be detrimental to the neighborhood or district in which the property is located;
2. That the proposed adjustment is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of his property; and

C. 3. That the proposed adjustment is consistent with the legislative intent of this title.

B. Reasonable Access Accommodations. In addition to the three (3) findings above, the following findings must be made before any action is taken to approve or deny a request for a deviation from development standards for reasonable access accommodations:

1. The housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the Act.

2. The request for reasonable accommodation is necessary to make specific housing available to an individual protected under the Act.”

SECTION 8: ESMC § 15-24-6 is amended to read as follows:

“15-24-6: ADMINISTRATIVE REVIEW:

Requests for administrative adjustments must be reviewed by the director of planning and building safety or his/her designated representative. A decision on an administrative adjustment must be made and mailed to the applicant within ten (10) working days after the application is deemed complete. The director's decision is final unless appealed as provided by chapter 25 of this title. Notwithstanding any other provision of this chapter, no public hearing or notification is required for administrative adjustments. Administrative adjustments may be granted to allow:

A. Parking and loading space standards as set forth in Chapter 15 of this Title.

B. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.

C. Deviation from development standards for reasonable access accommodations.”

SECTION 9: Environmental Assessment. The City Council determines that this Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “State CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing zoning code and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings

Page 5 of 7
required therefor. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment, but rather will help reduce the impact of nonconforming uses on the environment. Accordingly, the proposed Ordinance constitutes a Class 1, Class 3, and Class 5 categorical exemption.

SECTION 10: Repeal or amendment of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 11: 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: 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 13: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this 19th day of April, 2011.

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. 1460 was duly introduced by said City Council at a regular meeting held on the 5th day of April, 2011, 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 19th day of April, 2011, 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

Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to adopt Ordinance No. 1459 approving an Environmental Assessment (EA No. 911) and a Development Agreement Amendment (DA No. 11-01 (First Amendment to Development Agreement No. 00-02) to allow an 88,847 square-foot office building at 888-898 North Sepulveda Boulevard (Fiscal Impact: $150,000-$228,000 Contribution to improvements of Sepulveda Boulevard and to other public benefits)

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. 1459 for Environmental Assessment EA 911 and Development Agreement Amendment DA 11-01; and/or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1459

FISCAL IMPACT: None

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

ORIGINATED BY: Masa Alkire, AICP, Acting Planning Manager
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, Acting City Manager

BACKGROUND AND DISCUSSION:

I. Background

On April 5, 2011, the City Council introduced an Ordinance to approve Environmental Assessment EA 911, Development Agreement Amendment DA 11-01 to allow an 88,847 square-foot office building at 888-898 North Sepulveda Boulevard. The Council may waive second reading and adopt the Ordinance. If adopted without change, Ordinance No. 1459 will become effective in 30 days.
ORDINANCE NO. 1459

AN ORDINANCE AMENDING DEVELOPMENT AGREEMENT NO. 00-02 BETWEEN REALTY ASSOCIATES ADVISORS, LLC, AND THE CITY OF EL SEGUNDO AFFECTING A PROPERTY LOCATED AT 888-898 NORTH SEPULVEDA BOULEVARD.

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

SECTION 1: The City Council finds and declares that:

A. On March 20, 2001, the City Council of the City of El Segundo approved Environmental Assessment No. 535, Development Agreement No. 00-02, and General Plan Amendment to allow the development of an office building at 888 North Sepulveda Boulevard;

B. On February 8, 2011, the applicant, filed an application for an amendment ("First Amendment") to Development Agreement No. 00-02;

C. The application from Realty Associates Advisors, LLC was reviewed by the City's Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

D. 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);

E. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for February 24, 2011;

F. The Planning Commission held a public hearing regarding the application on February 24, 2011. Thereafter the Planning Commission adopted Resolution No 2688 recommending that the City Council amend Development Agreement No. 00-02; and

G. On April 5, 2011, the Council held a public hearing and considered the information provided by the Planning Commission, City Staff, public testimony, and representatives of the applicant Realty Associates Advisors, LLC; and
H. This Ordinance and its findings are made based upon the testimony and evidence presented to the Council at its April 5, 2011, public hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Environmental Assessment. The City Council previously certified a Mitigated Negative Declaration for the proposed project pursuant to the requirements of CEQA. In accordance with CEQA Guidelines § 15162(a), a new environmental document is not required for the proposed extension of the term of the Development Agreement since the proposed project does not involve substantial changes that will require major revisions to the previous Mitigated Negative Declaration, and will not result in a significant impact to the environment or require new mitigation measures.

SECTION 3: Amendments to the Development Agreement. Development Agreement No. 00-02 is amended in its entirety as set forth in attached Exhibit "A," which is incorporated into this Ordinance by reference.

SECTION 4: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end; the provisions of this Ordinance are severable.

SECTION 5: This Ordinance will remain effective until superseded by a subsequent ordinance.

SECTION 6: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 7: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this 19th day of April 2011.

__________________________________________
Eric Busch, 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 5th day of April 2011, 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 19th day of April 2011, 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
EXEMPT FROM RECORDER'S FEES
Pursuant to Government
Code §§ 6103, 27383
Recording Requested By
and When Recorded Return to:

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

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND
REALTY ADVISORS ASSOCIATES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

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 ("Agreement") is made this 19TH day of April 2011, by and between the CITY OF EL SEGUNDO, a City in the State of California ("City"), and REALTY ADVISORS ASSOCIATES, LLC, a Delaware limited liability company (the "Developer"). In consideration of the mutual covenants and agreements contained in this Agreement, the City and Developer agree as follows:

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

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

   B. The Developer is the owner of certain real property, located at the southeast corner of Sepulveda Boulevard and Walnut Avenue (the "Site"), commonly known as 888 N. Sepulveda Boulevard, 892 N. Sepulveda Boulevard, and 898 N. Sepulveda Boulevard (collectively, the "Site"). Currently, 898 N Sepulveda Boulevard is improved with an eight (8) - story, eighty -five thousand (85,000) square foot office building, which Developer recently caused to be remodeled and retrofitted. 898 N Sepulveda Boulevard is hereinafter referred to as "Parcel 1" and is legally described on Exhibit "A-1" attached hereto.

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

   D. The Developer proposes to construct an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR ") of 0.8. Parking for the new office
building would be provided by the existing parking structure located on Parcel 2, with an additional seventeen (17) surface parking stalls (the "Development Project.") The Development Project is hereinafter sometimes referred to as the "Project." All parking required for Parcel 1 must be provided on Parcel 2.

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

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

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

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

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

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

K. The City is entering into this Agreement in part because it anticipates that the Project, once completed, will replace vacant property with an attractive structure acting as a gateway and landmark for the northern portion of the City.

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

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

(c) "Effective Date" means the date the applications for Discretionary Approvals were approved by City Council.

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

(e) "Zoning Ordinance" means the zoning regulations set forth in the El Segundo Municipal Code, as it exists on the Effective Date.

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

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

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

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

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

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

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

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

   (e) **Adherence to Building Code.** All construction on the Property must adhere to the model codes adopted by reference in the ESMC in accordance with California law in effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively "the Building Codes").

   (f) **Extension of Interim Approval for Airport Park and Ride.** The Developer may design and construct the Project with the following exceptions to the current Zoning Ordinance Development Standards, as may reasonably be required to carry out the Project, including, without limitation, the following:

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

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

8. Acknowledgments, Agreements and Assurances on the Part of the City. In order to effectuate the provisions of this Agreement and in consideration for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 7 of this Agreement, the City agrees and assures Developer that Developer will be permitted to carry out and complete the development of the Project within the Site, subject to the terms and conditions of this Agreement, the conditions of the Project Approvals and the Applicable Rules, as modified by this Agreement. Therefore, the City agrees and acknowledges that:

(a) Entitlement to Develop. The Developer is granted the vested right to develop the Project on the Site to the extent and in the manner provided in this Agreement, subject to the Applicable Rules, as modified by this Agreement, and, should the City make the findings set forth below in this subparagraph (a), any "Subsequent Applicable Rules." Any change in the Applicable Rules, including, without limitation, any change in the General Plan, any applicable Specific Plan, Zoning Ordinance, growth management regulations, design standards or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, cannot be applied by the City to the Project on the Site. Subsequent Applicable Rules can be applied to the Site by the City only if, after public hearing, (1) the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) it is applied consistently and evenly to all other similar developments in the City. Subsequent Applicable Rules with regard to increases in existing permit fees imposed by the City (i.e., fees intended to cover the City’s processing costs) and not otherwise restricted by the terms of this Agreement, may, notwithstanding the above, be imposed on Developer.
In the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement must be modified or suspended as may be necessary to comply with such state or federal law or regulation.

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

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

10. Benefits to the City. The Developer agrees to contribute to the City an additional sum as an enhanced community benefit to be paid to the City annually for a period of five (5) years beginning upon the effective date of this Development Agreement. The Developer will be permitted to use any excess parking spaces for an off-site airport parking use located in the parking structure
at 892 North Sepulveda Boulevard. The number of excess parking spaces is determined by the number of spaces that are not required by the El Segundo Municipal Code for use by the existing office building at 898 North Sepulveda Boulevard. The airport parking use is permitted on an interim basis in a manner consistent with Administrative Use Permit No. 94-6, until a Certificate of Occupancy is issued for the proposed office building. This payment will cease after five (5) years or on the date that a Certificate of Occupancy is issued for the proposed building, whichever occurs first. The payment schedule is as follows:

Year 1: $12,000 (to be paid upon the effective date of this Development Agreement)
Year 2: $12,000 (due 12 months after the proceeding payment)
Year 3: $18,000 (due 12 months after the proceeding payment)
Year 4: $18,000 (due 12 months after the proceeding payment)
Year 5: $18,000 (due 12 months after the proceeding payment)

The City will benefit from increased sales taxes derived from retail sales to occupants of the Project. Further, the Developer agrees to contribute to the City the sum of One Hundred Fifty Thousand Dollars ($150,000) for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. The City shall, at its sole discretion determine which improvements the Developer’s contribution shall be used for. The payment shall be made before the City’s issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding a building/management and leasing office which shall not trigger the contribution obligation. Any such work shall be performed by the City.

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

12. Review of Compliance.

(a) Periodic Review. The City Manager of the City will review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedure and standards set forth in this Agreement and the El Segundo Municipal Code in order to ascertain compliance by the Developer with the terms of this Agreement.
(b) **Special Review.** The City Council of the City may order a special review of compliance with this Agreement at any time but not to exceed twice per year. The Director of Planning and Building Safety or the City Council, as determined by the City Council, must conduct such special reviews.

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

13. **Default Provisions.**

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

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

(c) **Remedies for Breach.** The Parties agree that remedies for breach of the Agreement is limited to the remedies expressly set forth in this subsection. The remedies for breach of the Agreement by City or Developer are limited to injunctive relief and/or specific performance except in the event of a monetary default by Developer the City is entitled to seek any remedy available to it at law or in equity.
14. **Mortgagee Protection**: At the same time that City gives notice to the Developer of a breach, City must send a copy of the notice to each holder of record of any deed of trust on the portion of the Site in which Developer has a legal interest ("Financier"), provided that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this Section 14. The copies must be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and are deemed received upon the third (3rd) day after deposit. Each Financier that has given prior notice to City pursuant to this Section has the right, at its option and insofar as the rights of City are concerned, to cure any such breach within sixty (60) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier may have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within sixty (60) days after receipt of the notice for City and thereafter diligently prosecutes the same to completion. City cannot commence legal action against Developer by reason of Developer's breach without allowing the Financier to cure the same as specified herein. Notwithstanding any cure by Financier, this Agreement is binding and effective against the Financier and every owner of the Site, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

15. **Estoppel Certificate**. At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such party certify in writing that, to the knowledge of the certified party (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting party is not in breach of this Agreement, or if in breach, a description of each such breach. The party receiving such a request must execute and return the certificate within thirty (30) days following receipt of the notice. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Site in which that Developer has a legal interest.

16. **Operating Memoranda and Amendments of Development Agreement**.

   (a) **Operating Memoranda**. The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the
Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

Operating memoranda or implementation agreements may be executed on behalf of the City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this Agreement will be processed as an amendment of this Agreement in accordance with applicable rules and must be approved by the City Council.

(b) **Amendments.** This Agreement may be amended from time to time only upon the mutual written consent of City and Developer; provided, however, that in connection with the transfer of any portion of Developer's rights or obligations under this Agreement to another developer, Developer (or any assignee of Developer's rights), such other developer and City may agree that the signature of such other developer may be required to amend this Agreement insofar as such amendment would materially alter the rights or obligations of such developer hereunder. In no event will the signature or consent of any "Non-Assuming Transferee" (defined below) be required to amend this Agreement.

(c) **Minor Changes.** Any change to this Agreement which does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer, will, with Developer's consent, be subject to the review and approval of the City's city manager (the “City Manager”) and not require notice or public hearing, except to the extent otherwise required by law.

(d) **Future Development Agreements.** Except as otherwise consented to by Developer, any future development agreement that may be entered into between City and a successor or assign of Developer with respect to any portion of the Project Site must be consistent with the terms and provisions of this Agreement.

(e) **Future Approvals Do Not Require Amendments to Development Agreement.** Except as may be otherwise agreed to by the parties, no amendment of this Agreement is required in connection with the issuance of any Discretionary Approval. Any Discretionary Approval issued after the Effective Date will automatically be incorporated into this Agreement and vested hereby. City will not issue any Discretionary Approval for any portion of the Project Site unless Developer requests such Discretionary Approval from City.
17. **Term of Agreement.** This Agreement becomes operative and begins upon the Effective Date and remains in effect for a term of five (5) years, unless said term is terminated, modified, or extended by circumstance set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement is deemed terminated and of no further force and effect; provided, such termination does not automatically affect any right of the City or Developer arising from City approvals on the Project before the expiration of the term or arising from the duties of the parties as prescribed in this Agreement.

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

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

   **If to the City:**
   City of El Segundo
   350 Main Street
   El Segundo, California 90245
   Attn: Director of Planning and Building Safety

   **With a copy to:**
   Jenkins & Higin, LLP
   1230 Rosecrans Avenue, Suite 110
   Manhattan Beach, CA 90266
   Attn: Mark Hensley

   **If to Developer:**
   Realty Associates Advisors, LLC
   1301 Dove Street, Suite 860
   Newport Beach, CA 92660
   Attn: Cliff Chandler

   **With a copy to:**
   898 Sepulveda Associates, LLC
   4 Park Plaza, Suite 700
   Irvine, CA 92614
   Attn: David Drake
Any party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above.

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

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

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

23. **Waiver.** No waiver of any provision of this Agreement constitutes a waiver of any other provision, whether or not similar; nor does 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.

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

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

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

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

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

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

   Exhibit A -1 Legal Description of Parcel 1
   Exhibit A -2 Legal Description of Parcel 2
   Exhibit B Description of the Projects
   Exhibit C Form of Assignment and Assumption

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

31. **Release Upon Transfer.** Upon the sale or transfer of the Developer's interest in any portion of the Property, except as otherwise provided herein, Developer is released from its obligations with respect to the portion so sold or transferred subsequent to the effective date of the sale or transfer and the City's sole remedy is against the assignee or its successor or assign, provided that (i) Developer is not in breach of this Agreement at the time of the sale or transfer and (ii) before the sale or transfer, Developer delivers to City a written assignment and assumption agreement in the four attached hereto as Exhibit "C," duly executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser or transferee expressly assumes the obligations of Developer under this Agreement with respect to the sold or transferred portion of the Property. Failure to provide a written assumption agreement hereunder does not negate, modify or otherwise affect the liability of the purchaser or transferee pursuant to this Agreement. Nothing contained herein may be deemed to grant to City discretion to approve or deny any such sale or transfer.
32. **Hold Harmless.** The Developer hereby agrees to and must defend, protect, save and hold the City and its elected and appointed boards, commissions, officers, agents and employees harmless from any and all claims, costs, losses, fines, penalties, demands, injuries, judgments and/or liabilities for any damages arising out of, or resulting from, the City's approval of this Agreement or either party's performance pursuant to this Agreement; provided, however, that the Developer is not required to indemnify the City from its negligence or willful misconduct; and further provided that the Developer may elect to legally challenge the City's implementation or interpretation of this Agreement.

33. **Joint Preparation.** This Agreement is deemed to have been 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.

34. **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.

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

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

CITY OF EL SEGUNDO

By: ____________________________
Mayor

ATTEST:

______________________________
Cindy Mortesen, City Clerk

Approved as to form:

______________________________
Mark D. Hensley, City Attorney
REALTY ASSOCIATES ADVISORS, LLC, a Delaware limited liability company

By: ________________________________
Name: ________________________________
Its' President
EXHIBIT A-1

Legal Description of Parcel 1 (898 North Sepulveda Boulevard)

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

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

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

Description of Project

The Project consists of the development of an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR ") of 0.8., with parking provided by the existing parking structure located on Parcel 2, with an additional 17 surface parking stalls. The existing "Park and Ride" business would be permanently revoked and the use would be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Project, provided that the occupancy of a building management/leasing office will not trigger such revocation.
EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption is entered into as of this ___ day of ______, 2011, by and between Realty Advisors Associates, LLC, A Delaware Limited Liability Company ("Assignor") and ________________ ("Amsnee") with respect to the following facts:

RECIPIENTS:

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

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

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

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

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

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

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

(a) Notices. All notices or other communications provided for or permitted hereunder shall be made in writing by hand-delivery, or pre-paid first-class mail:

If to Assignor: Realty Advisors Associates, LLC,
A Delaware Limited Liability
Company

If to Assignee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"ASSIGNOR"  Realty Advisors Associates, LLC, A Delaware Limited Liability Company

By:

Name: __________________________

Its: __________________________

"ASSIGNEE"
AGENDA DESCRIPTION:
Consideration and possible action regarding the closure of the United States Post Office facility located at 200 Main Street. Fiscal Impact: None.

RECOMMENDED COUNCIL ACTION:
1. Direct Staff to monitor the status of the Post Office’s determination and report to City Council.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: None

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Account Number(s):

ORIGINATED BY: Mayor Eric Busch
REVIEWED BY:
APPROVED BY: Greg Carpenter, Acting City Manager

BACKGROUND AND DISCUSSION:
The owner of the property that currently houses the Post Office has notified the Mayor and city staff that he has been unable to negotiate a lease extension with the US Postal Service. The current lease is scheduled to expire in July of 2011 unless extended. In an effort to better understand the situation and see if the City could be of any assistance, staff has discussed the matter with Postal Service representatives and, the Mayor and staff have met with Eduardo Ruiz who is the Postal Service District Manager for the Los Angeles District. The pertinent facts and issues are as follows:

- Due to the financial difficulties they are experiencing, the Postal Service now evaluates the viability of every facility each time a lease comes up for renewal.
- The lease at the 200 Main Street facility is scheduled to expire in several months and the Postal Service is unwilling to pay the lease rate proposed by the property owner. To date, the Postal Service has not submitted a written counter-offer to the property owner’s proposed lease rate.
- The Postal Service owns another sorting and office (non-public) facility in El Segundo located at 2130 East Mariposa Avenue (across the street from the Campus El Segundo Athletic fields).
- The Postal Service believes a portion of the East Mariposa facility could be converted to retail/public counter space to replace the current Main Street location.
- Should the Postal Service determine that the Main Street facility could be closed and replaced by a modified location on Mariposa, the City would be notified and public input would be sought to determine the impacts of the closure.
Based on the facts of the matter, and the lack of progress being made between the Postal Service and the property owner, it is possible that the Main Street location could close around the end of this year. Staff will continue to monitor the situation and report back to the City Council with any significant changes.
Consideration and possible action to: (1) review the Wiseburn School District’s (“WSD”) proposed acquisition of property within the City of El Segundo to be utilized for unspecified school/classroom purposes; (2) direct staff regarding the Council’s position regarding the potential acquisition; and (3) direct staff to continue to review and monitor WSD’s activities and report significant events to the Council. (Fiscal Impact: Unknown at this time)

RECOMMENDED COUNCIL ACTION:

1. Review WSD’s proposed acquisition of property within the City of El Segundo to be utilized for unspecified school/classroom purposes; direct staff regarding the Council’s position regarding the potential acquisition; and direct staff to continue to review and monitor WSD’s activities and report back to Council regarding this matter.

2. Alternatively, take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

January 12, 2011 Letter from WSD
WSD Meeting Agenda of April 8, 2011
Maps of parcels listed on WSD Meeting Agenda

FISCAL IMPACT: Undetermined

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

ORIGINATED BY: Eric Busch, Mayor
REVIEWED BY:
APPROVED BY: Greg Carpenter, Acting City Manager

BACKGROUND AND DISCUSSION:
The City has received documents from WSD stating that WSD is attempting to acquire property in the City of El Segundo for school/classroom purposes (See attached documents). Based upon oral communications I have received it appears that the WSD desires to build a high school facility. However, it is my understanding that at this time WSD is not a unified school district and does not have the authority to build a high school facility and that there is a process that needs to be undertaken that involves the Centinela Valley Union High School District and the State Board of Educations before WSD can become a unified school district.

I am concerned about the fiscal and other impacts (traffic, burden on City provided services such as public safety services, etc.) that the proposed WSD facility may have on the City of El Segundo. I would like to hear how the other Council Members feel about these issues and recommend that we direct staff to further review this matter and monitor WSD’s activities and report back to Council regarding this matter.
January 12, 2011

VIA FACSIMILE
AND FIRST CLASS MAIL

Jack Wayt, City Manager
CITY OF EL SEGUNDO
350 Main Street
El Segundo, California 90245

Re: Wiseburn School District Exemption from Zoning Code

Dear Mr. Wayt:

The purpose of this correspondence is to provide the City of El Segundo ("City") with a copy of the resolution adopted by the Wiseburn School District ("District") on January 11, 2011. The purpose of the resolution is to exempt classroom facilities at the District's future school site from the City's Zoning Code. At this time the District does not have a specific site chosen; however it anticipates acquiring a site within the City, likely in the eastern portion of the City, in the near future. In order to provide the City with notice of its intent to acquire a new school site and begin the process early, the District is taking this step of exempting the classroom facilities from the City's Zoning Code now. The construction of new school facilities will serve an important educational purpose for the District and the City, and the District looks forward to working with the City in the future.

Please do not hesitate to contact me with any questions or if you would like to discuss this matter further.

Very truly yours,

Tom Johnstone, Ed.D.,
Superintendent

Enclosure
RESOLUTION NO. 10/11.11

RESOLUTION OF THE BOARD OF EDUCATION OF THE WISEBURN SCHOOL DISTRICT RENDERING LOCAL ZONING ORDINANCES INAPPLICABLE TO FUTURE DISTRICT CLASSROOM FACILITIES

WHEREAS, the Wiseburn School District ("District") proposes to acquire property within the City of El Segundo for a new school site ("Future School Site"); and

WHEREAS, the District proposes to construct school facilities upon the Future School Site (the "Project"); and

WHEREAS, the Project will include the construction of classroom buildings, athletic facilities, and school support facilities; and

WHEREAS, Government Code section 53094 provides that a school district, by a vote of two-thirds of its Board of Education ("Board") members, may render city or county zoning ordinances inapplicable to a use of property by such school district when such use is not for non-classroom facilities; and

WHEREAS, purpose of the Project is in fact related to the District’s school classroom facilities needs, as defined in Government Code section 53094; and

WHEREAS, the District has balanced the interests of the public, including those of the District and those of the City of El Segundo, and has determined that the interests of the public are best served by the planning and completion of the Project at the Future School Site; and

NOW, THEREFORE, the Board of Education of the Wiseburn School District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That the District hereby renders inapplicable any and all City of El Segundo zoning ordinances which would otherwise be applicable to the Project, to the extent the Project does not pertain to non-classroom facilities as defined in Government Code section 53094.

Section 3. That the District’s Superintendent or his designee is further directed to give written notice of the adoption of this Resolution to the City of El Segundo as required by Government Code section 53094, within ten (10) days of this action.

Section 4. That this resolution shall be effective as of the date of its adoption.
APPROVED, PASSED AND ADOPTED by the Board of Education of the Wiseburn School District this 11th day of January, 2011, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAINED: 0

I, Dennis Curtis, President of the Board of Education of Wiseburn School District, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.

[Dennis Curtis]
President of the Board of Education
Wiseburn School District

I, Nelson Martinez, Clerk of the Board of Education of the Wiseburn School District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Wiseburn School District at a regular meeting thereof held on the 11th day of January, 2011, by the above described vote of the Board;

[Nelson Martinez]
Clerk of the Board of Education
Wiseburn School District
WISEBURN SCHOOL DISTRICT  
Regular Board Meeting  
Friday, April 8, 2011  

13530 Aviation Blvd., Hawthorne CA  
Boardroom  

7:15 a.m. - Closed Session  

CALL TO ORDER  

Members present:  
Dennis Curtis, President  
Nelson Martinez, Clerk  
Susan Andriacchi, Member  
Roger Bañuelos, Member  
Israel Mora, Member  

Administration present:  
Tom Johnstone, Superintendent  
Tom Cox, Chief Business Official  

OPEN SESSION  

Pledge of Allegiance to the Flag  

CLOSED SESSION  

• Adjourn to Closed Session  

• Conference with Real Property Negotiator(s)  
District Negotiators — Dr. Tom Johnstone and Mr. Tom Cox  
Property — Los Angeles County Assessor Parcel Nos. —  
4138-030-009, 4138-030-011, 4138-030-092,  
4138-030-093, 4138-030-017  
4138-008-018, 4138-008-019  
4138-008-002  
Under Negotiation — Price and Terms  

• Reconvene to Regular Session  

Declaration of Closed Session discussion/action  

ADJOURNMENT  

Moved _______  Seconded _______  Vote _______  

-1-