



# AGENDA

EL SEGUNDO CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MAY 16, 2023

4:00 PM CLOSED SESSION  
6:00 PM OPEN SESSION

CITY COUNCIL CHAMBER  
350 MAIN STREET, EL SEGUNDO, CA 90245

**Drew Boyles, Mayor**  
**Chris Pimentel, Mayor Pro Tem**  
**Carol Pirsztuk, Council Member**  
**Lance Giroux, Council Member**  
**Ryan W. Baldino, Council Member**

Tracy Weaver, City Clerk  
Matthew Robinson, City Treasurer

## Executive Team

Darrell George, City Manager  
Barbara Voss, Deputy City Manager  
Jaime Bermudez, Police Chief  
Michael Allen, Community Development Dir.  
Jose Calderon, IT Director  
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney  
David Cain, Interim CFO  
Robert Espinosa, Interim Fire Chief  
Rebecca Redyk, HR Director  
Elias Sassoon, Public Works Dir.

### MISSION STATEMENT:

“Provide a great place to live, work, and visit.”

### VISION STATEMENT:

“Be a global innovation leader where big ideas take off while maintaining our unique small-town character.”

The City Council, with certain statutory exceptions, can only act upon properly posted and listed agenda items. Any writings or documents given to a majority of 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](http://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, members of 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.

Those wishing to address the City Council are requested to complete and submit to the City Clerk a "Speaker Card" located at the Council Chamber entrance. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you, properly record your name in meeting minutes and to provide contact information for later staff follow-up, if appropriate.

When a Council Member duly requires AB 2449 teleconferencing to attend the City Council meeting the public will also be able to access the meeting and provide public comment via Zoom. To access Zoom from a PC, Mac, iPad, iPhone, or Android device, use URL <https://zoom.us/j/81951332052> and enter PIN: 903629 or visit [www.zoom.us](http://www.zoom.us) on device of choice, click on "Join a Meeting" and enter meeting ID: 81951332052 and PIN: 903629. If joining by phone, dial 1-669-900-9128 and enter meeting ID and PIN. *To reiterate, attending a City Council meeting by Zoom will only be used when AB 2449 is used.*

NOTE: Your phone number is captured by the Zoom software and is subject to the Public Records Act, dial \*67 BEFORE dialing in to remain anonymous. Members of the public will be placed in a "listen only" mode and your video feed will not be shared with City Council or members of the public.

***REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at <https://www.elsegundo.org/government/departments/city-clerk>. Please contact the City Clerk's Office at (310) 524-2308 to make an accommodation request or to obtain a copy of the policy.***

**4:00 PM CLOSED 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 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 City Council to take action on any item not on the agenda. City Council and/or City Manager will respond to comments after Public Communications is closed.*

**SPECIAL ORDERS OF BUSINESS**

1. Appoint Alex Volberding and Rebecca Redyk as Labor Negotiators for the City Employees' Association (CEA) and Laura Droltz Kalty, Alex Volberding and Rebecca Redyk as Labor Negotiators for the Police Managers' Association (PMA)

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

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Threats of or Significant/- exposure to litigation pursuant to (Government Code §54956.9(d)(2) or (d)(3)): -1- matter(s).

**INITIATION OF LITIGATION PURSUANT** to (Government Code §54956.9(d)(4)): -1- matter(s).

**CONFERENCE WITH CITY'S LABOR NEGOTIATOR (GOV'T CODE §54957.6): -6- MATTER(S)**

1. Employee Organizations: Fire Fighters' Association (FFA), Supervisory Professional Employee Association (SPEA), Professional Support Services Employee Association (PSSEA), Police Managers' Association (PMA), City Employees' Association (CEA), and Management Confidential.

Representative: City Manager, Darrell George, Human Resources Director, Rebecca Redyk, Laura Droltz Kalty, and Alex Volberding.

**6:00 PM – CONVENE OPEN SESSION – CALL TO ORDER / ROLL CALL**

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

**PLEDGE OF ALLEGIANCE** – Council Member Baldino

**SPECIAL PRESENTATIONS**

2. Recognition of William Wenger, Distinguished Eagle Scout and Ainsley Gulden, First Female Eagle Scout in El Segundo
3. Introduction of CERT Team
4. Recap of Yelp Elite Tour of El Segundo
5. National Public Works Week - May 21 - May 27, 2023

**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.*

**CITY MANAGER FOLLOW-UP COMMENTS – (Related to Public Communications)**

- Hyperion Water Reclamation Plant Update

**A. PROCEDURAL MOTIONS**

**Read All Ordinances and Resolutions on the Agenda by Title Only**

Recommendation -

Approval

**B. CONSENT**

**6. City Council Meeting Minutes**

Recommendation -

1. Approve Regular and Special City Council Meeting minutes of May 2, 2023.
2. Alternatively, discuss and take other action related to this item.

**7. Warrant Demand Register for April 17, 2023 through April 23, 2023**

Recommendation -

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 20B: warrant numbers 3045242 through 3045343.

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3. Alternatively, discuss and take other action related to this item.

8. **Second Reading of an Ordinance Authorizing an Amendment between the City and CalPERS to Implement Additional Government Code § 20516 Employee Cost Sharing**

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Recommendation -

1. Conduct the second reading and adopt an Ordinance authorizing an amendment to the contract between the City of El Segundo and the Board of Administration of California Public Employees' Retirement System (CalPERS) regarding cost sharing by "Classic" local miscellaneous members of the Supervisory and Professional Employees' Association (SPEA).

2. Alternatively, discuss and take other actions related to this item.

9. **Agreement with Impex Technologies to Renew Nutanix License and Support Services**

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Recommendation -

1. Authorize the City Manager to execute an agreement with Impex Technologies to renew licensing and support for Nutanix server infrastructure for a one-year term between September 11, 2023 through September 10, 2024 for \$69,387.17.

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

10. **2022 Annual Military Equipment Report and Renewal of Ordinance No. 1637**

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Recommendation -

1. Approve the 2022 Annual Military Equipment Report (Attachment 1).

2. Find that the military equipment described in the annual report is consistent with the El Segundo Police Department Military Equipment Use Policy and Ordinance No.1637 does not require amendment. (Attachment 2).

3. Reaffirm Ordinance No. 1637 (adopted military equipment use policy).

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

**11. Agreement Renewal with Granicus for Website Services**

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Recommendation -

1. Authorize the City Manager to execute a three-year renewal agreement with Granicus, Inc., to continue to provide the city's website design, development, and hosting platform service.
2. Alternatively, discuss and take other action related to this item.

**12. Public Works Construction Contract with FS Contractors, Inc. for \$237,399 for the FY 2022-23 Annual Concrete Improvements Project, Project No. PW 22-17**

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Recommendation -

1. Reject Rojas Construction's bid as nonresponsive.
2. Authorize the City Manager to execute a standard Public Works Construction Contract with FS Contractors, Inc. for \$237,399 for the award of the FY 2022-23 Annual Concrete Improvements Project, Project No. PW 22-17, and authorize an additional \$23,740 as contingency funds for potential unforeseen conditions.
3. Alternatively, discuss and take other action related to this item.

**13. Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Programs and Watershed Management Program for the Dominguez Channel Watershed and the Jurisdictional Groups 2 & 3 of the Santa Monica Bay Watershed**

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Recommendation -

1. Authorize the City Manager to enter into a Memorandum of Agreement for three years, between the cities of Los Angeles, Carson, El Segundo, Hawthorne, Inglewood, Lawndale, and Lomita, the Los Angeles County Flood Control District, the County of Los Angeles, and the South Bay Cities Council of Governments for a total of \$61,573 for Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) and the Dominguez Channel Watershed Management Area.
2. Authorize the City Manager to enter into a Memorandum of Agreement for three years, between the City of Los Angeles, County of Los Angeles, Los Angeles County Flood Control District, and the cities of El Segundo and Santa Monica, for a total of \$116,245 for Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) and the Jurisdictional Groups 2 & 3 of the Santa Monica Bay Watershed;

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3. Alternatively, discuss and take other action related to this item.

**14. Nash Street Exchange Traffic Signal Transfer and License Agreement**

Recommendation -

1. Authorize the City Manager to execute a Traffic Signal Transfer and License Agreement between the City of El Segundo, the Nash Street Exchange Developer, and the Nash Street Exchange Landowners.
2. Alternatively, discuss and take other action related to this item.

**15. Smoky Hollow Pilot Parking Project Construction Award**

Recommendation -

1. Authorize the City Manager to execute a standard Public Works Contract with DASH Construction in the amount of \$219,915 for the construction of the Smoky Hollow Parking Pilot Project, Project No. PW 23-05, and authorize an additional \$22,000 for construction related contingencies.
2. Appropriate \$170,350 from Parking In-lieu Fee and \$71,565 from General Fund Unassigned Fund Balance.
3. Alternatively, discuss and take other action related to this item.

**C. PUBLIC HEARINGS**

**16. Amendments to El Segundo Municipal Code Titles 7, 13, and 15 to Streamline Permitted Uses and Development Standards in All Zones and Implement Several Cleanup, Clarifying, and Conforming Provisions**

Recommendation -

1. Waive first reading and reintroduce an ordinance amending ESMC Titles 7, 13, and 15 including chapters and sections 7-2-2, 13-13-2, 15-1-6, 15-2-4, 15-2-5, 15-2-7, 15-2-8, 15-2-14, 15-2-15, 15-4 through 15-8, 15-10, 15-15, 15-18-5, 15-30, 15-31-3 through 15-31-6, and 15-32-9; to streamline the permitted uses and development standards in all zones and implement several cleanup, clarifying, and conforming provisions; and find it is exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(3), 15061(b)(3), and 15168(c)(2), as further described below.
2. Schedule a second reading of the ordinance for the June 6, 2023 City Council meeting.
3. Alternatively, discuss and take other action related to this item.

**17. Update on Los Angeles International Airport (LAX) Issues and Proposed Resolution Authorizing Sale of Residential Sound Insulation (RSI) Demonstration House at 910 Hillcrest Street**

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Recommendation -

1. Receive and file the update presentation from staff and outside legal counsel.
2. Adopt a resolution declaring the property at 910 Hillcrest Street, El Segundo to be surplus land and authorizing its sale.
3. Authorize staff to proceed with the selection of a realtor (if/when applicable), establishing base qualifications and using a lottery system.
4. Alternatively, discuss and take other action related to this item.

**D. STAFF PRESENTATIONS**

**18. Resident and Business 2023 Survey Results Regarding Satisfaction with City Services (Net Promoter Survey Results)**

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Recommendation -

1. Receive and file the City's sixth resident and business Net Promoter Score survey results.
2. Alternatively, discuss other action related to this item.

**19. Expansion of the Lateral Police Officer Recruitment Incentive Program**

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Recommendation -

1. Approve the Side Letter Agreement between the City of El Segundo and El Segundo Police Officers' Association (POA) to expand the Lateral Police Officer Recruitment Incentive Program to include a \$40,000 incentive payment to successful lateral police officer candidates (subject to stipulations and disbursement schedules), increase the employee referral bonus to \$10,000, and expand the eligibility for the employee referral bonus to include current City employees who recruit a lateral police officer.
2. Adopt the Resolution approving the Side Letter Agreement between the City of El Segundo and El Segundo Police Officers' Association.
3. Alternatively, discuss and take other action related to this item.



**20. Side Letter Agreement Between the City of El Segundo and the El Segundo Police Services Support Employees' Association (PSSEA)**

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Recommendation -

1. Approve the Side Letter Agreement between the City of El Segundo and El Segundo Police Services Support Employees' Association.
2. Adopt the Resolution approving the Side Letter Agreement between the City of El Segundo and El Segundo Police Services Support Employees' Association.
3. Alternatively, discuss and take other action related to this item.

**E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS**

**F. REPORTS - CITY CLERK**

**G. REPORTS - CITY TREASURER**

**H. REPORTS - COUNCIL MEMBERS**

COUNCIL MEMBER BALDINO

COUNCIL MEMBER GIROUX

COUNCIL MEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

**21. Formation of an Ad Hoc City Council Subcommittee to Receive Updates from the El Segundo Economic Development Corporation**

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Recommendation -

1. Consideration and possible action to form an ad hoc city council subcommittee to receive updates from the El Segundo Economic Development Corporation.
2. Alternatively, discuss and take other action related to this matter.

MAYOR BOYLES

**I. REPORTS - CITY ATTORNEY**

**J. REPORTS/FOLLOW-UP - CITY MANAGER**

## **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)

## **MEMORIALS**

## **ADJOURNMENT**

POSTED:

DATE: May 11, 2023

TIME: 1:30 PM

BY: Tracy Weaver, City Clerk

# P roclamation

City of El Segundo, California

**WHEREAS,** Public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of El Segundo; and

**WHEREAS,** These infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, drainage systems, water supply and water treatment and distribution system, sanitary sewer collection system, solid waste collection system, maintenance of public buildings, and other structures and facilities essential for our citizens; and

**WHEREAS,** It is in the public interest for the citizens, civic leaders and children in City of El Segundo to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

**WHEREAS,** The year 2023 marks the 63<sup>st</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now.

**NOW, THEREFORE,** the Mayor and members of the City Council of the City of El Segundo, California, hereby designate the week of May 21 – 27, 2023 as *National Public Works Week* and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our national health, safety, and quality of life.



*Mayor Drew Boyles*

*Mayor Pro Tem Chris Pimentel*

*Council Member Carol Pirsztuk*

*Council Member Lance Giroux*

*Council Member Ryan Baldino*

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, APRIL 18, 2023

Meeting ran concurrently with regular Open Session meeting

OPEN SESSION – Mayor Boyles called to order at 6:00 PM.

ROLL CALL

Mayor Boyles	-	Present
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present
Council Member Giroux	-	Present
Ryan W. Baldino	-	Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5-minute limit per person, 30-minute limit total)

Jim Boulgarides, resident, commented on the City’s hiring of the Fire Department’s interim Fire Chief.

A. Read All Ordinances and Resolutions on the Agenda by Title Only

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

B. STAFF PRESENTATIONS

1. Temporary Appointment of a CalPERS Retiree Robert Espinoza as Fire Chief pursuant to Government Code Sections 7522.56 and 21221(h)

Darrell George, City Manager introduced the item.

Rebecca Redyk, Human Resources Director reported on the item.

Robert Espinoza addressed the Council.

Council Discussion

Mark Hensley, City Attorney read by title only:

RESOLUTION NO. 5413

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO  
APPOINTING ROBERT ESPINOSA AS INTERIM FIRE CHIEF IN  
CONFORMANCE WITH CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT  
SYSTEM AND STATE LAW REQUIREMENTS.

MOTION by Council Member Baldino, SECONDED by Council Member Pirsztuk adopting Resolution No. 5413. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

MOTION by Council Member Baldino, SECONDED by Council Member Giroux approving Employment Agreement No. 6646 with David Cain for the interim appointment to the position of Chief Financial Officer. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

Adjourned at 9:12 PM

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Tracy Weaver, City Clerk

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MAY 2, 2023  
Meeting ran concurrently with regular Closed Session meeting

CLOSED SESSION – Mayor Boyles called to order at 4:45 PM.

ROLL CALL

Mayor Boyles - Present  
Mayor Pro Tem Pimentel - Present  
Council Member Pirsztuk - Present  
Council Member Giroux - Present  
Council Member Baldino - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5-minute limit per person, 30-minute limit total) None

SPECIAL ORDER OF BUSINESS:

Mayor Boyles announced that Council would be meeting in closed session pursuant to the items listed on the Agenda.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code §54956.9(d)(1): -9- Matter(s))

1. Scott O'Connor (City Police Officer) v. City of El Segundo, United States District Court (Central District of California), Civil Case No. 2:20-CV-0311 DMG (PLAx).
2. Scott Martinez (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court Case No. 21ST CV10637.
3. James Tulette (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 205T, CV44025.
4. Shawn Bonfield Retired (City Fire Department Battalion Chief) v. City of El Segundo, Los Angeles Superior Court Case no. 20ST CV48677.
5. William Hatcher (Retired El Segundo Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 21ST CV37399.
6. Richard Towne (Retired El Segundo Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 21ST CV19113.
7. Rebecca Smith (Former Non-Sworn Police Department Employee) v. City of El Segundo - Binding Arbitration Personnel Case.
8. Amy McDaniels (Non-Sworn Police Department Employee) v. City of El Segundo - Binding Arbitration Personnel Case.

9. Brent Beardmore (City Police Officer) v. City of El Segundo, Los Angeles Superior Court Case No. 22STCV25047.

#### CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Threats of Significant exposure/- to litigation pursuant to (Government Code §54956.9(d) (2) or (d)(3)): -1- matter(s).

INITIATION OF LITIGATION PURSUANT to (Government Code §54956.9(d)(4)): -1- matter(s).

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Government Code §54957.6): -1- MATTER(S)

1. Employee Organizations: Fire Fighters’ Association (FFA)

Representative: City Manager, Darrell George, Human Resources Director, Rebecca Redyk, Laura Droltz Kalty, and Alex Volberding.

Adjourned at 5:50 PM

OPEN SESSION – Mayor Boyles called to order at 6:00 PM

#### ROLL CALL

Mayor Boyles	-	Present
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present
Council Member Giroux	-	Present
Council Member Baldino	-	Present

INVOCATION – Tracy Weaver, City Clerk

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pimentel

#### SPECIAL PRESENTATIONS:

1. Proclamation read by Mayor Pro Tem Pimentel proclaiming April 30, - May 6, 2023 as Professional Municipal Clerks Week. Tracy Weaver, City Clerk and Patricia Harada, Records Technician received the proclamation.
2. Proclamation read by Council Member Pirsztuk proclaiming April 2023 as National Older American’s Month. Nancy Jacobson, El Segundo’s Older American of the Year received the proclamation.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5-minute limit per person, 30-minute limit total)

Jim Boulgarides, resident, commented on the Special item regarding the City's hiring of the Fire Department's interim Fire Chief.

Brian Sweeney, commented on support for ESMoA, Old Town Music Hall and the Automobile Driving Museum.

James Moll & Angie Hougen, commented on support for Old Town Music Hall.

Chris Hougen, on behalf of Richard Croxell, commented on support of the Automobile Driving Museum.

#### CITY MANAGER FOLLOW-UP COMMENTS:

Darrell George, City Manager gave an update on the Hyperion Water Reclamation Plant.

Commented on the hiring of Robert Espinoza as the interim Fire Chief.

A. Read all Ordinances and Resolutions on the Agenda by Title Only.

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

B. CONSENT:

3. Approve City Council Special Meeting minutes (Budget Study Session) of April 17, 2023, Special City Council Meeting minutes (Closed Session) and Regular City Council Meeting minutes of April 18, 2023.  
(Fiscal Impact: None)

4. Approve warrants demand register for April 3, 2023 through April 16, 2023, numbers 19B, and 20A: warrant numbers 3045073 through 3045241, and 9002866 through 9002894. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.  
(Fiscal Impact: \$3,710,788.45 (\$983,869.57 in check warrants and \$2,726,918.88 in wire warrants))

5. Approve the appropriation of \$24,383.13 to Special Revenue account No. 124-400-3202-3770, 2020 State Homeland Security Grant Fund for the purchase of equipment and authorize the Department Head to purchase the equipment with L.N. Curtis for \$24,383.13.  
(Fiscal Impact: \$24,383.13 in 2020 State Homeland Security Grant Program (SHSGP) equipment funding)

6. Approve the proposed two-month extension for the assignment of Topgolf USA El Segundo, LLC's sublease to 42 Real Estate, LLC, and corresponding leaseback of the interest from 42 Real Estate, LLC to Topgolf USA El Segundo, LLC subject to, and contingent upon the execution of, the attached Acknowledgment of Lease Terms and Guarantor Acknowledgment of Guaranty and authorize the Mayor to execute (i) the Second Amendment to the Due

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MAY 2, 2023

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Diligence and Recreation Ground Lease Agreement between the City of El Segundo and Centercal LLC, (ii) the corresponding First Amendment to Memorandum of Lease, and (iii) the Estoppel Certificate and Consent, all conditioned on the assignment of the sublease occurring on or before June 30, 2023. The documents must be in a form substantially similar to the drafts attached to the Council Agenda Report and approved by the City Attorney.  
(Fiscal Impact: None)

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux, approving Consent items 3, 4, 5, and 6. MOTION PASSED BY A UNANIMOUS VOTE.  
5/0

PULLED ITEMS:

C. PUBLIC HEARINGS: None

D. STAFF PRESENTATIONS:

*(Special Meeting item #1 was reported and voted on before the regular meeting items)*

7. Update from the El Segundo Economic Development Advisory Committee  
(Fiscal Impact: None)

Barbara Voss, Deputy City Manager introduced the item.

ESEDAC Leadership Team; Eric Chan, President, Al Keahi, Vice President & Treasurer, Daniel Martin, Secretary and Carol Hamilton, Loreal gave a presentation.

Council Discussion

Council consensus to receive and file the update.

*(CCB items moved forward on the agenda)*

E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS:

12. Diversity, Equity, and Inclusion Committee – Community at Large Report  
(Fiscal Impact: There will be direct and indirect fiscal impacts to the City's General Fund, including staff time and possibly funds for additional community engagement activities, if approved. If there are greater financial needs, staff will return to City Council for separate budget appropriation requests)

Christibelle Villena, DEI Committee Chairperson, Genesis Jackson, Vice Chairperson and Avery Smith, member gave a presentation.

Council discussion

Council consensus to receive and file the presentation.

Council thanked the Committee and mentioned they would digest all the information and proceed from there.

11. Arts and Culture Committee Report and Funding for Fiscal Year 2023-24  
(Fiscal Impact: \$316,000.00)

Council Member Baldino stated he met with John McCullough, Artwalk Coordinator on April 21, 2023 and met with on May 1, 2023 Brian and Eva Sweeney, ESMoA founders.

Aly Mancini, Recreation, Parks, and Library Director and Sam Lee, Cultural Arts Coordinator gave a presentation.

Council discussion

MOTION by Mayor Boyles, SECONDED by Council Member Baldino approving funding in the amount of \$316,000.00 for Cultural Development Fund Initiatives for FY2023-24. MOTION PASSED BY A VOTE. 3/2 Yes: BOYLES, PIMENTEL, BALDINO No: PIRSZTUK GIROUX

MOTION by Mayor Pro Tem Pimentel, SECONDED by Mayor Boyles directing the City Manager and staff to research funding resources for three (3) businesses needing assistance; ESMoA, Old Town Music Hall and Automobile Driving Museum. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

8. Temporary Appointment of CalPERS Retiree David Cain Pursuant to Government Code Sections 8522.56 and 2122(h)  
(Fiscal Impact: None)

Rebecca Redyk, Human Resources Director reported on the item.

Council Discussion

Mark Hensley, City Attorney read by title only:

RESOLUTION NO. 5410

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO APPOINTING DAVID CAIN AS INTERIM CHIEF FINANCIAL OFFICER IN CONFORMANCE WITH CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND STATE LAW REQUIREMENTS.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino adopting Resolution No. 5410. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Pimentel approving Employment Agreement No. 6650 with David Cain for the interim appointment to the position of Chief Financial Officer. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

9. Memorandum of Understanding Agreement No. 6651 Between the City of El Segundo and the Police Officers' Association and Amendment to the City Contributions for CalPERS Medical Premiums  
(Fiscal Impact: The total cost of the successor POA Memorandum of Understanding is \$3,741,011 for the term April 1, 2023 through June 30, 2025. This cost assumes that all forty-nine (49) employees elect the voluntary binding arbitration agreement in exchange for a \$30,000 bonus payment, the FY 2022-23 fiscal impact is \$1,126,020 and an additional appropriation: Staff is requesting an additional appropriation of \$1,000,000 for implementing the terms of the POA MOU from April 1, 2023 through June 30, 2023)

Rebecca Redyk, Human Resources Director reported on the item.

Council discussion

Mark Hensley, City Attorney read by title only:

RESOLUTION NO. 5411

A RESOLUTION APPROVING AND ADOPTING THE MEMORANDUM OR UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO AND THE EL SEGUNDO POLICE OFFICERS' ASSOCIATION BARGAINING UNIT.

MOTION by Mayor Boyles, SECONDED by Council Member Giroux adopting Resolution No. 5411. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

RESOLUTION NO. 5412

FIXING THE EMPLOYER CONTRIBUTION  
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT  
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS  
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION  
002 EL SEGUNDO POLICE OFFICERS' ASSOCIATION

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk adopting Resolution No. 5412. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

10. Recreation Park Renovation Subcommittee  
(Fiscal Impact: None)

Aly Mancini, Recreation, Parks, and Library Director reported on the item.

Council Discussion

MOTION by Mayor Boyles, SECONDED by Council Member Baldino approving the Recreation Park Renovation Project Subcommittee and appointed Council Member Pirsztuk as the member and Council Member Giroux as the alternate member of the City Council to the Committee. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

F. REPORTS – CITY CLERK – No report

G. REPORTS – CITY TREASURER – Not present

H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Thanked Darrell George, City Manager and Mayor Pro Tem Pimentel for their time spent in Sacramento and thanked the Council for giving the authority to hire a lobbyist.

Council Member Giroux – Mentioned the meeting doesn't follow the actual agenda!

Council Member Pirsztuk – Reminded the residents that the Hometown Fair is this Saturday, May 6, 2023. Invited all bakers in town to enter the Baking contest.

Mayor Pro Tem Pimentel – Attended the League of Cities of meeting and reported, attended the COG Transportation meeting and reported, attended the Sunstone Case Challenge at USC, mentioned the other side of AB1216 and attended the Sanitation meeting and reported.

Mayor Boyles – No report

I. REPORTS – CITY ATTORNEY – No report

J. REPORTS/FOLLOW-UP – CITY MANAGER – Attended the Sunstone Case Challenge at USC, the challenge was 25 graduate students from the Price School broke into groups and represented five city's and came up with strategies to attract and retain businesses for each city and thanked Barbara Voss and Cristina Reveles for their work with the students and Mayor Pro Tem Pimentel was the keynote speaker. Thanked the Council for their policy direction on completing the MOU for the POA.

MEMORIAL – None

Adjourned at 9:12 PM

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Tracy Weaver, City Clerk



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Consent

Item Number: B.7

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### **TITLE:**

Warrant Demand Register for April 17, 2023 through April 23, 2023

### **RECOMMENDATION:**

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 20B: warrant numbers 3045242 through 3045343.
3. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

The warrants presented were drawn in payment of demands included within the FY 2022-2023 Adopted Budget. The total of \$1,880,956.91 (\$1,529,285.54 in check warrants and \$351,671.37 in wire warrants) are for demands drawn on the FY 2022-2023 Budget.

### **BACKGROUND:**

California Government Code Section 37208 provides General Law cities flexibility in how budgeted warrants, demands, and payroll are audited and ratified by their legislative body. Pursuant to Section 37208 of the California Government Code, warrants drawn in payments of demands are certified by the City's Chief Financial Officer and City Manager as conforming to the authorized expenditures set forth in the City Council adopted budget need not be audited by the City Council prior to payment, but may be presented to the City Council at the first meeting after delivery.

In government finance, a warrant is a written order to pay that instructs a federal, state, county, or city government treasurer to pay the warrant holder on demand or after a specific date. Such warrants look like checks and clear through the banking system like

## **Warrant Demand Register**

**May 16, 2023**

**Page 2 of 2**

checks. Warrants are issued for payroll to individual employees, accounts payable to vendors, to local governments, and to companies or individual taxpayers receiving a refund.

### **DISCUSSION:**

The attached Warrants Listing delineates the warrants that have been paid for the period identified above. The Chief Financial Officer certifies that the listed warrants were drawn in payment of demands conforming to the adopted budget and that these demands are being presented to the City Council at its first meeting after the delivery of the warrants.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

#### **PREPARED BY:**

Liz Lydic, Management Analyst

#### **REVIEWED BY:**

Joseph Lillio, Chief Financial Officer

#### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. Register 20b summary

CITY OF EL SEGUNDO  
WARRANTS TOTALS BY FUND

3045242 - 3045343

DATE OF APPROVAL: AS OF 5/2/2023

REGISTER # 20b

001	GENERAL FUND	359,774.75
003	EXPENDABLE TRUST FUND - OTHER	3,000.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	10,434.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	20,428.71
109	ASSET FORFEITURE FUND	-
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	4,370.00
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	11,880.00
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	3,218.59
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CLUPA PROGRAM OVERSIGHT SURCHARGE	-
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	380.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	7,285.94
502	WASTEWATER FUND	1,086,443.58
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	49.97
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
704	CULTURAL DEVELOPMENT	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>\$ 1,529,285.54</u>

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER

DATE:

*[Signature]*  
4-25-2023

CITY MANAGER

DATE:

*[Signature]*  
4-26-23

VOID CHECKS DUE TO ALIGNMENT: \_\_\_\_\_

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE: \_\_\_\_\_

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR: \_\_\_\_\_

NOTES: State dated checks: 3037467 & 3037562

New re-issue check numbers 3044989 & 3044990

See attachment reports (check history listing & replaced checks listing)

**CITY OF EL SEGUNDO  
 PAYMENTS BY WIRE TRANSFER  
 4/17/23 THROUGH 4/23/23**

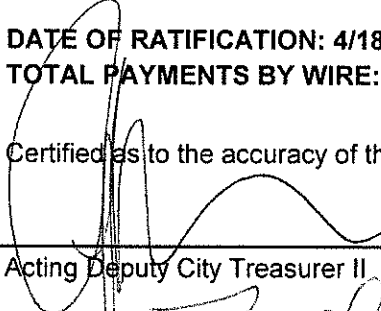
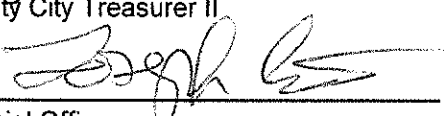
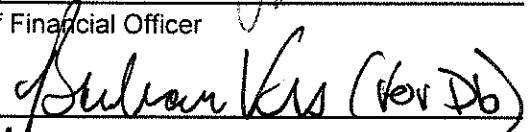
<u>Date</u>	<u>Payee</u>		<u>Description</u>
4/17/2023	IRS	245,623.56	Federal 941 Deposit
4/17/2023	Employment Development	3,772.76	State SDI payment
4/17/2023	Employment Development	55,476.70	State PIT Withholding
4/18/2023	ExpertPay	2,720.76	EFT Child support payment
4/20/2023	IRS	861.01	IRS Quarterly Payment Adjustment
3/27/23-4/1/23	Workers Comp Activity	32,067.11	SCRMA checks issued
3/27/23-4/1/23	Liability Trust - Claims	11,149.47	Claim checks issued/(voided)
3/27/23-4/1/23	Retiree Health Insurance		Health Reimbursement checks issued
3/27/23-4/1/23	Flexible Spending Account		Employee Health and DCA card charges
		<u>351,671.37</u>	

**DATE OF RATIFICATION: 4/18/23**

**TOTAL PAYMENTS BY WIRE:**

**351,671.37**

Certified as to the accuracy of the wire transfers by:

	<u>4/20/2023</u>
Acting Deputy City Treasurer II	Date
	<u>4-26-2023</u>
Chief Financial Officer	Date
	<u>4-26-23</u>
City Manager	Date

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.



CITY OF EL SEGUNDO  
WARRANTS TOTALS BY DEPARTMENT  
AS OF 5/2/2023  
REGISTER # 20b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
<b>GENERAL GOVERNMENT</b>		
1101	City Council	677.36
1201	City Treasurer	1,176.62
1300	City Clerk	
2101	City Manager	
2102	Communications	45.45
2103	El Segundo Media	49,092.75
2201	City Attorney	
2401	Economic Development	194.82
2402	Planning	12,019.11
2405	Human and Health Services	2,718.38
2500	Administrative Services	109,622.59
2601	Government Buildings	35,378.84
2900	Nondepartmental	11,370.43
6100	Library	2,944.39
		<hr/> 225,240.74
<b>PUBLIC SAFETY</b>		
3100	Police	52,199.09
3200	Fire	41,821.98
2403	Building Safety	675.05
2404	Plng/Bldg Sfty Administration	778.05
		<hr/> 95,474.17
<b>PUBLIC WORKS</b>		
4101	Engineering	7,940.82
4200	Streets/Park Maintenance	13,293.04
4300	Wastewater	217.90
4601	Equipment Maintenance	117.95
4801	Administration	341.30
		<hr/> 21,911.01
<b>COMMUNITY SERVICES</b>		
5100,5200	Recreation & Parks	8,350.27
5400	Centennial	243.59
		<hr/> 8,593.86
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		1,178,065.76
<b>TOTAL WARRANTS</b>		<hr/> <hr/> 1,529,285.54



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Consent

Item Number: B.8

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### TITLE:

Second Reading of an Ordinance Authorizing an Amendment between the City and CalPERS to Implement Additional Government Code § 20516 Employee Cost Sharing

### RECOMMENDATION:

1. Conduct the second reading and adopt an Ordinance authorizing an amendment to the contract between the City of El Segundo and the Board of Administration of California Public Employees' Retirement System (CalPERS) regarding cost sharing by "Classic" local miscellaneous members of the Supervisory and Professional Employees' Association (SPEA).
2. Alternatively, discuss and take other actions related to this item.

### FISCAL IMPACT:

The retirement contract amendment will have an estimated \$46,100 annual savings to the City as the employees will be picking up a portion of the "employer share" of their retirement cost. This savings, which applies to "Classic" employees only, will decrease in subsequent fiscal years as "Classic" employees retire and are replaced with "PEPRA" employees.

### BACKGROUND:

On April 18, 2023, the City Council approved a Resolution of Intention and introduced the first reading of an Ordinance authorizing a CalPERS contract amendment to provide an additional 1% cost sharing for Classic local miscellaneous SPEA Members.

A second reading and adoption of the Ordinance are required to amend the contract between the City and the Board of Administration of CalPERS for this provision.

### DISCUSSION:

The adopted and approved SPEA MOU for the term October 1, 2018 through

## **CalPERS Contract Amendment for Cost Sharing Provision**

**May 16, 2023**

**Page 2 of 3**

September 30, 2022 provided that local miscellaneous employees defined as “Classic” members would increase CalPERS retirement payments by an additional one percent (1%) for a total employee contribution of eight percent (8%) of compensation. During the labor negotiations for a successor MOU, it was discovered that this provision was not implemented and the contract with CalPERS had not been amended.

On February 21, 2023, City Council approved a Side Letter with SPEA to begin the additional cost sharing and the CalPERS contract amendment process. The cost sharing is currently in place by direct payroll deduction from employees to the City.

On April 18, 2023, the City Council approved a Resolution of Intention to amend the CalPERS contract. This Resolution was then submitted to CalPERS for review and approval. Following the submission of the Resolution, a secret ballot election of impacted members was conducted and certified by the City Clerk’s Office. On May 8, the City provided the election results to CalPERS in which fifteen SPEA members were eligible to vote. Six votes were received approving said participation and zero votes were received disapproving said participation.

The Ordinance is being presented for the second reading and adoption by the City Council at the May 16, 2023 meeting to allow for the mandatory 20-day window between Resolution approval and Ordinance adoption under Government Code § 20471. Upon adoption of the final Ordinance, staff will submit the executed documents to CalPERS. The contract amendment will become effective on June 17, 2023, which is the first day of the new payroll period following the May 17, 2023 effective date of the Ordinance.

Once CalPERS approves the contract amendment, the City will convert the one percent (1%) employer contribution to an employee contribution so that SPEA members receive credit.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

#### **PREPARED BY:**

Rebecca Redyk, Human Resources Director

#### **REVIEWED BY:**

Rebecca Redyk, Human Resources Director

#### **APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Ordinance Authorizing Amendment to CalPERS Contract
2. Exhibit A to Ordinance for Amendment to CalPERS Contract

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.**

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

SECTION 1: That an amendment to the contract between the City Council of the City of El Segundo and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2: The Mayor of the El Segundo City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3: This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 20 days from the passage thereof shall be published at least once in the El Segundo Herald, a newspaper of general circulation, published and circulated in the City of El Segundo and thenceforth and thereafter the same shall be in full force and effect.

Adopted and approved this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Drew Boyles,  
Mayor

Exhibit A: Amendment to Contract

ATTEST:

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

I, Tracy Weaver, 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. 1649 was duly introduced by said City Council at a regular meeting held on the 18<sup>th</sup> day of April, 2023 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 16<sup>th</sup> day of May, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley, City Attorney



## EXHIBIT

California  
Public Employees' Retirement System



# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
City Council  
City of El Segundo



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1943, and witnessed August 25, 1943, and as amended effective November 1, 1947, August 1, 1949, July 1, 1950, November 1, 1955, September 1, 1958, March 9, 1959, November 7, 1964, October 19, 1968, December 11, 1971, July 20, 1974, July 19, 1975, January 3, 1976, July 16, 1977, June 3, 1978, February 6, 1982, April 3, 1982, January 1, 1992, June 27, 1992, May 15, 1993, January 8, 1994, January 19, 1996, April 4, 1997, October 13, 1997, October 7, 2000, December 18, 2000, May 19, 2001, July 2, 2004, April 12, 2008, May 9, 2009, October 3, 2009, October 23, 2010, October 6, 2012, December 30, 2012, December 13, 2014, January 9, 2016, June 8, 2019, and October 24, 2020, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective October 24, 2020, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to December 30, 2012, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after December 30, 2012, age 62 for new local miscellaneous members, age 50 for classic local police members entering membership in the police classification on or prior to October 6, 2012, age 55 for classic local fire members and for those classic local police members entering membership for the first time in the police classification after October 6, 2012, and age 57 for new local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1943, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.



4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Local Police Officers (herein referred to as local safety members);
  - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

#### **NO ADDITIONAL EXCLUSIONS**

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member entering membership in the miscellaneous classification on or prior to December 30, 2012, shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for service on and after July 1, 1956, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after December 30, 2012, shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member entering membership in the police classification on or prior to October 6, 2012, shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time in the police classification after October 6, 2012, shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
14. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
  - b. Section 21571 (Basic Level of 1959 Survivor Benefits) for local miscellaneous members only.
  - c. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
  - d. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.
  - e. Section 21024 (Military Service Credit as Public Service).
  - f. Section 20042 (One-Year Final Compensation) for classic members only.
  - g. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.
  - h. Section 21548 (Pre-Retirement Option 2W Death Benefit).
  - i. Section 20903 (Two Years Additional Service Credit).

j. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21363.1 (3% @ 55 Full and Modified formula) for classic local fire members from and after October 6, 2012, and until December 13, 2014.

The employee cost sharing contributions are 3%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond May 19, 2021. Thereafter, in any given contribution year, the maximum employee cost sharing contribution cannot exceed 2.591% of payroll.

k. Section 20475 (Different Level of Benefits): Section 21363.1 (3% @ 55 Full formula) is applicable to classic local police members entering membership for the first time with this agency in the police classification after October 6, 2012.

Section 21353 (2% @ 60 Modified formula) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after December 30, 2012.

l. Section 20516 (Employees Sharing Additional Cost):

From and after December 13, 2014, and until January 9, 2016, 3% for classic local fire members in the Supervisory and Professional Employees Association, and the Unrepresented Fire Management group.

From and after June 8, 2019, 3% for classic local police members in the El Segundo Police Officers' Association.

From and after June 8, 2019, 3% for classic local fire members in the El Segundo Firefighters' Association.

From and after October 24, 2020, 1% for classic local miscellaneous members in the Unrepresented Management-Confidential group.

From and after October 24, 2020, 3% for classic local safety members in the Unrepresented Management -Confidential group.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the El Segundo Supervisory and Professional Employees Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
16. Public Agency shall also contribute to said Retirement System as follows:
  - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL  
CITY OF EL SEGUNDO

BY \_\_\_\_\_  
MELODY BENAVIDES, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Consent

Item Number: B.9

---

### **TITLE:**

Agreement with Impex Technologies to Renew Nutanix License and Support Services

### **RECOMMENDATION:**

1. Authorize the City Manager to execute an agreement with Impex Technologies to renew licensing and support for Nutanix server infrastructure for a one-year term between September 11, 2023 through September 10, 2024 for \$69,387.17.
2. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

Included in the proposed FY 2023-24 budget.

Amount Budgeted: \$ 90,000

Additional Appropriation: No

Account Number( s): 001-400-2505-6218

### **BACKGROUND:**

In 2022, the City Council authorized the City Manager to execute a one-year agreement with Impex Technologies to purchase support for the city's existing Nutanix server infrastructure. Nutanix server infrastructure was implemented in 2019 and consolidated several end-of-useful-life server components into a single piece of hardware. Nutanix currently runs Eden (ERP), Laserfiche, Databases and all of the city's desktop and server virtualization.

### **DISCUSSION:**

The renewal of this contract will continue to allow the city to maintain a consolidated network storage system that enables network storage, databases, and virtualization.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4B: El Segundo's technology supports effective, efficient, and proactive operations.

**PREPARED BY:**

Jose Calderon, Information Technology Services Director

**REVIEWED BY:**

Jose Calderon, Information Technology Services Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

None



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Consent

Item Number: B.10

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### **TITLE:**

2022 Annual Military Equipment Report and Renewal of Ordinance No. 1637

### **RECOMMENDATION:**

1. Approve the 2022 Annual Military Equipment Report (Attachment 1).
2. Find that the military equipment described in the annual report is consistent with the El Segundo Police Department Military Equipment Use Policy and Ordinance No.1637 does not require amendment. (Attachment 2).
3. Reaffirm Ordinance No. 1637 (adopted military equipment use policy).
4. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

None

### **BACKGROUND:**

On September 30, 2021, Governor Newsom signed into law Assembly Bill (AB) 481 (Attachment 3), which went into effect on January 1, 2022, and added Government Code §§ 7070 through 7075 relating to the funding, acquisition, and use of military equipment by local law enforcement agencies. The bill required law enforcement agencies seeking to fund or acquire new military equipment or continue use of any military equipment acquired prior to January 1, 2022, to draft a military equipment use policy and obtain approval from its governing body via adoption of an ordinance no later than May 1, 2022.

On an annual basis thereafter, an agency is required to publish a military equipment report to its website and hold at least one community engagement meeting to allow the public to ask questions and discuss the report. The annual report shall include a summary of each type of military equipment, its intended purpose, how each type of



## **2022 Annual Military Equipment Report and Renewal of Ordinance No.1637**

**May 16, 2023**

**Page 2 of 3**

equipment was used by the agency during the preceding year, a summary of any complaints received concerning the equipment, the results of any internal audits pertaining to violations of the police department military equipment use policy, the total cost for each type of equipment, and quantity possessed.

AB 481 further requires the governing body, at least annually, to review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment and vote on whether to renew the ordinance. The City Council may renew or not renew the authorizing ordinance, disapprove authorization for equipment where standards have not been met, or require modifications to the military equipment use policy based on whether the equipment detailed within the annual report complies with policy and meets specified standards as set forth in Government Code § 7071(d).

### **DISCUSSION:**

In compliance with AB 481, in 2022, the El Segundo Police Department developed a military equipment policy (Attachment 2) and accompanying military equipment inventory. The policy and inventory were posted for public viewing on the Department's website and approved by City Council at the May 3, 2022 City Council meeting through the adoption of Ordinance No. 1637. Additionally, the military equipment described in the annual report complies with the adopted policy, so that the ordinance does not require amendment.

In accordance with the annual requirements set forth in AB 481, the Department completed the 2022 Annual Military Equipment Report. All equipment was funded and acquired through Council-approved annual budgets. The availability of this equipment enables the Department to minimize risk to members of the community and officers during dynamic and unfolding high risk incidents, maintain a state of readiness through continuous training and familiarity with such equipment, and strategically fulfill its mission to protect life and property. The annual report includes an inventory detailing each type of military equipment possessed by the Department and its quantity, authorized use, fiscal impact, and training requirements. The report also summarizes the usage of each type of equipment and complaints received regarding the equipment during calendar year 2022.

The El Segundo Police Department will be holding a community meeting in May of 2023. This will provide community members the opportunity to comment on, discuss, and ask questions regarding the annual report.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

**2022 Annual Military Equipment Report and Renewal of Ordinance No.1637**

**May 16, 2023**

**Page 3 of 3**

**PREPARED BY:**

Ryan Danowitz, Police Lieutenant

**REVIEWED BY:**

Jaime Bermudez, Police Chief

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. 2022 Annual Military Equipment Report
2. AB 481 Ordinance No 1637

# El Segundo Police Department

## 2022 Annual Military Equipment Report

### Introduction:

The El Segundo Police Department is committed to transparency, public trust, community partnerships, and compliance with the law. In accordance with Government Code §§ 7071 and 7072 (AB 481), this Department presents this Annual Military Equipment Report with all requisite reporting information, including, without limitation, the military equipment usage guidelines, inventory, fiscal impact, and complaints received for reporting year 2022.

The Department maintains specified military equipment to assist in safely achieving the furtherance of its mission, “to provide a safe and secure community while treating all people with dignity and respect.” Although the Department has various pieces of military equipment (as defined by the code) in inventory, the mere possession of such equipment does not warrant its use in every situation. This essential equipment is deployed based on the situational necessity to effectively de-escalate intense situations or bring volatile conditions and critical incidents to a safe resolution.

The availability of such instruments enables the Department to minimize risk to members of the community and officers during dynamic and unfolding high-risk incidents. It allows Department members to maintain a state of readiness through continuous training and equipment familiarity to fulfill our mission to protect life, property, and the overall public well-being.

### Background:

Pursuant to AB 481, the Department presented its Military Equipment Use Policy ("Policy") to the public and City Council. The City Council introduced Ordinance No. 1637 (the “Ordinance”) on April 19, 2022 and adopted the Ordinance on May 3, 2022. This Ordinance, which approved the Military Equipment Use Policy, became effective on June 2, 2022. The Policy is publicly available on the Department’s website at [AB 481 Information | El Segundo Police Department \(elsegundopd.org\)](https://www.elsegundopd.org/AB-481-Information)

Within 30 days of releasing its annual military equipment report, a law enforcement agency must hold at least one community engagement meeting to allow the public to ask questions and discuss the Annual Report. The City Council must also review the Ordinance to determine whether, based on the annual military equipment report, the standards set forth in the bill have been met. The City Council may renew the authorizing ordinance, disapprove authorization for particular equipment where standards have not been met, or require modifications to the Policy.

## **Military Equipment Inventory:**

Per AB 481, the following is an updated list of qualifying military equipment the Department possesses. The list provides the following information:

- a) A description of each type of military equipment, the quantity in inventory, its capabilities, and purchase cost.
- b) The purpose for which the Department proposes to use each type of military equipment.
- c) The authorized use as deemed by the Department for each type of military equipment.
- d) The expected life span of the item.
- e) The fiscal impact of each type of military equipment (estimated annual costs of maintaining the equipment).

**El Segundo Police Department  
Military Equipment Inventory List 2022**

**Armored Vehicles:**

**Type:** *Tactical Humvee*

**Quantity:** 1

**Cost:** \$0 (Acquired through the 10-33 Program)

**Lifespan:** 20+ years based on maintenance care

**Capabilities:** The Humvee can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.

**Manufacturer's Description:** The high-mobility multipurpose wheeled vehicle (HMMWV or Humvee) is a tactical vehicle designed and produced to replace the US Army's current tactical vehicles in the 0.25t to 1.25t range. It is manufactured by AM General LLC at its Mishawaka industrial plant.

**Purpose:** The purpose of the Humvee is to provide protection for the department members in high risk or critical incidents such as, serving high risk search warrants or arrest warrants of dangerous subjects.

**Authorized uses:** The Humvee is to be used for critical incidents, such as active shooters, armed barricaded suspects, hostage situations, high-risk tactical operations, disaster response, officer/citizen rescues.

**Fiscal Impact:** \$500 (Maintenance Costs)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy-300 Use of Force.

**Training:** Oversized SWAT and Police Vehicle Safety and Operation Training. This training is put on by the California Truck Driving Academy.

**Explosive Breaching Tool:**

**Type:** *Remington 870 Magnum 12 Gauge Shot Lock. SN LM010456*

**Ammo:** (Quantity:123) 12 Gauge, Avon, Breaching Round, Part #3105

**Quantity:** 1

**Cost:** \$700

**Lifespan:** N/A

**Capabilities:** This tool allows for officers to safely utilize shotgun breaching rounds to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gasses to prevent overpressure. This device can also defeat windows and sliding glass doors with a flash bang round.

**Manufacturer's Description:** The Remington 870 family of shotguns was first introduced by Remington in the 1950s and since, has become one of the most popular USA-made pump action shotguns ever. Sales of the 870 reached over 7 million guns by 1996 and have since continued to grow. This particular model is configured with a pistol grip and a door-breaching accessory threaded into the barrel making it ideal for forceful entry situations.

**Purpose:** During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission. In some instances, an explosive breach may be required to provide an added degree of safety and tactical advantage in order to accomplish a mission.

**Authorized uses:** An Explosive Breach should only be utilized after taking into consideration the overall mission, officer and citizen safety, the overall construction of the structure, the presence of unstable chemicals, explosives or incendiary materials, and whether other means of mechanical breaching would be effective and safe to use. The option to use an explosive breach shall be at the discretion of the SWAT Team Leader with the approval of the SWAT or Incident Commander.

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy-300 Use of Force.

**Training:** Only SWAT Officers that are certified Explosive Breachers are authorized to utilize explosive breaching tools. SWAT Explosive Breachers must successfully complete an 80 hour SWAT Academy and must attend extensive POST certified Explosive Breaching Courses.

**Projectile Launcher Platforms:**

**Type:** 40mm, Single shot launchers. SN# D37725, SN# D36314, SN# 19782 and SN# D37841

**Quantity:** 4

**Cost:** \$835 each

**Lifespan:** N/A

**Capabilities:** 40mm launchers are capable of firing a variety of munitions with a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton OC chemical agent rounds.

**Manufacturer's Description:** The 40LMTS is a tactical 40mm single shot launcher that features an expandable stock and an adjustable Integrated Front Grip (IFG) with a light rail. The Ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length. This weapon is NOT designed to fire 40mm High Velocity HE ammunition. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

**Purpose:** Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

**Authorized Use:** 40mm launchers utilized with less lethal sponge baton rounds may be deployed to impact subjects demonstrating assaultive behavior or life-threatening behavior. 40mm launchers utilized with less lethal sponge baton rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon. (Policy 303.6 Kinetic Energy Projectiles and Policy 300 Use of Force).

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, and Policy 300 Use of Force.

**Training:** Every sworn El Segundo Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.

**Type:** *Penn Arms, Model # PG5, 40mm, Pump action, Multi-Shot (6) launcher, SN 3131*

**Quantity:** 1

**Cost:** \$2,000

**Lifespan:** N/A

**Capabilities:** 40mm launchers are capable of firing a variety of munitions with a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton OC chemical agent rounds.

**Manufacturer's Description:** A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity and rifled barrel.

**Purpose:** Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

**Authorized Use:** 40mm launchers utilized with less lethal sponge baton rounds may be deployed to impact subjects demonstrating assaultive behavior or life-threatening behavior. 40mm launchers utilized with less lethal sponge baton rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon. (Policy 303.6 Kinetic Energy Projectiles and Policy 300 Use of Force).

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, and Policy 300 Use of Force.

**Training:** Every sworn El Segundo Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.

**Specialty Impact Munitions (SIM):**

**Type:** *Direct Impact 40mm OC Crushable Foam Round – Part# 6320*

**Quantity:** 256



**Cost:** \$22 each

**Lifespan:** 5 years from date of manufacture

**Capability:** 40mm launchers are capable of firing a variety of munitions with a minimum effective range of five (5) feet and a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton OC chemical agent rounds.

**Manufacturer's Description:** The 40mm Direct Impact® Round has evolved from Defense Technology® design of the eXact iMpact™. This lightweight, high-speed projectile consists of a plastic body and a crushable foam nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The rounds utilize smokeless powder as the propellant and have velocities that are extremely consistent. The 40mm Direct Impact® Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC or CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload.

**Purpose:** Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation. The Direct Impact OC round additionally brings the effects of an irritant powder, maximizing the potential for incapacitation. Its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

**Authorized Use:** 40mm launchers utilized with less lethal sponge baton rounds may be deployed to impact subjects demonstrating assaultive behavior or life-threatening behavior. 40mm launchers utilized with less lethal sponge baton rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon, within the force guidelines of Department Procedure (Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force).

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force

**Training:** Every sworn El Segundo Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each

less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.

**Type:** *Exact Impact 40mm Standard Range Sponge Round-Part# 6325*

**Quantity:** 302

**Cost:** \$22 each

**Lifespan:** 5 years from date of manufacture

**Capability:** 40mm launchers are capable of firing a variety of munitions with a minimum effective range of five (5) feet and a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton OC chemical agent rounds.

**Manufacturer's Description:** The 40mm eXact iMpack™ Sponge Round has evolved from the design of the 40mm XM1006 projectile, developed by the US Army Research Laboratory. This lightweight, high-speed projectile incorporates a plastic body and a foam (sponge) nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant and has velocities that are extremely consistent. The 40mm eXact iMpack™ Sponge Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where maximum deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject. In many municipalities, these are being selected for both tactical call outs and as an available option for patrol.

**Purpose:** Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation. The Direct Impact OC round additionally brings the effects of an irritant powder, maximizing the potential for incapacitation. Its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

**Authorized Use:** 40mm launchers utilized with less lethal sponge baton rounds may be deployed to impact subjects demonstrating assaultive behavior or life-threatening behavior. 40mm launchers utilized with less lethal sponge baton rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon, within the force guidelines of Department Procedure (Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force).

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force

**Training:** Every sworn El Segundo Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.

**Type:** *Exact Impact 40mm Extended Range Sponge Round- Part# 6325LE*

**Quantity:** 30

**Cost:** \$25 each

**Lifespan:** 5 years from date of manufacture

**Capability:** 40mm launchers are capable of firing a variety of munitions. The minimum effective range is thirty three (33) feet and the maximum effective range of the extended range sponge round is two hundred thirty (230) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton OC chemical agent rounds.

**Manufacturer's Description:** The 40mm eXact iMpact™ Extended Range Round has evolved from the Defense Technology® design of the eXact iMpact™. This lightweight, high-speed projectile incorporates a plastic body and a foam (sponge) nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant and has velocities that are extremely consistent. The 40mm eXact iMpact™ Extended Range Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject at longer distances.

**Purpose:** Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation. The Direct Impact OC round additionally brings the effects of an irritant powder, maximizing the potential for incapacitation. Its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

**Authorized Use:** 40mm launchers utilized with less lethal sponge baton rounds may be deployed to impact subjects demonstrating assaultive behavior or life-threatening behavior. 40mm launchers utilized with less lethal sponge baton rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon, within the force guidelines of Department Procedure (Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force).

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force

**Training:** Every sworn El Segundo Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.

**Type:** *40 mm Stinger 60-Cal Rubber Ball Smokeless Powder Round-Part# 6097*

**Quantity:** 98

**Cost:** \$20.49 each

**Lifespan:** 5 years from date of manufacture

**Capability:** The Stinger 40mm, 60-Caliber Round is intended to be skipped or directly fired at the discretion of the operator. It is most suitable at close to moderate ranges of fire, approximately 15 to 40 feet.

**Manufacturer's Description:** The Stinger® 40mm, 60-Caliber Round incorporates a 4.8-inch casing that contains approximately eighteen (18) rubber balls. It differs from its 37mm counterpart in that it utilizes smokeless powder as the propellant and therefore has velocities that are considerably more consistent and have tighter patterns. The Stinger® 40mm, 60-Caliber Round is most widely used as a crowd management tool by Law Enforcement and Corrections. The round is generally deployed in low trajectories or skip fired in the general direction (non-target specific) of the intended targets.

**Purpose:** Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially

deadly situation. The Stinger 40mm, 60-Caliber Round is a pain compliance round for crowd control. Its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

**Authorized Use:** 40mm launchers utilized with less lethal sponge baton rounds may be deployed to impact subjects demonstrating assaultive behavior or life-threatening behavior. 40mm launchers utilized with less lethal sponge baton rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon, within the force guidelines of Department Procedure (Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force).

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force.

**Training:** Every sworn El Segundo Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.

**Type:** *Ferret 40mm CS Liquid Projectile-Part # 1262 (Newer version is Part # 2262).*

**Quantity:** 101

**Cost:** \$24 each

**Lifespan:** 5 years from date of manufacture

**Capability:** The effective range of the Ferret 40mm CS Powder Barricade Penetrating Projectile is fifty-four (54) yards.

**Manufacturer's Description:** The Ferret 40mm Round is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the

barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

**Purpose:** Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation. The Direct Impact OC round additionally brings the effects of an irritant powder, maximizing the potential for incapacitation. Its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

**Authorized Use:** 40mm launchers utilized with less lethal sponge baton rounds may be deployed to impact subjects demonstrating assaultive behavior or life-threatening behavior. 40mm launchers utilized with less lethal sponge baton rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon, within the force guidelines of Department Procedure (Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force).

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.6 Kinetic Energy Projectiles, 303.8 Kinetic Energy Projectile Training, 303.10 Tear Gas Guidelines, 303.11 Pepper Projectile Systems, and Policy 300 Use of Force.

**Training:** Every sworn El Segundo Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.

**CS Munition #1:**

**Type:** *Triple-Chaser, Separating Canister CS- Part# 1026*

**Quantity:** 50

**Cost:** \$50 each

**Lifespan:** 5 years from date of manufacture

**Capabilities:** This device can be hand thrown or launched from a delivery system.

**Manufacturer's Description:** The Triple-Chaser consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has approximate burn time of 20-30 seconds.

**Lifespan:** 5 year manufacturer warranty

**Purpose:** The Triple-Chaser CS is used as crowd management in an outdoor setting.

**Authorized Uses:** Tear gas may be used for crowd control, crowd dispersal or against barricaded suspects based on the circumstances. Only the Watch Commander, Incident Commander or SWAT Lieutenant may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary. When practicable, fire personnel should be alerted or summoned to the scene prior to the deployment of tear gas to control any fires and to assist in providing medical aid or gas evacuation if needed.

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.10 Tear Gas Guidelines

**Training:** Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Pocket Tactical device. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them. South Bay Platoon officers can also use them. They train on crowd control scenarios once a year.

## CS Munition #2

**Type:** *Pocket Tactical CS Saf-Smoke - Part# 1017*

**Quantity:** 16

**Cost:** \$27 each

**Lifespan:** 5 years from date of manufacture

**Capabilities:** The Pocket Tactical is a small lightweight easily carried device that provides a medium volume of chemical agent or smoke for certain situations.

**Manufacturer's Description:** The Pocket Tactical is a quick burning, reduced volume, continuous discharge canister available in OC, CN, CS, and Saf-Smoke™. Pelletized chemical agent or smoke is discharged through one (1) gas port located on the bottom of the canister. The Pocket Tactical is a small, lightweight, easily carried device that provides a medium volume of chemical agent or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling.

**Purpose:** The Pocket Tactical was designed with the tactical team in mind and can be used for distraction, concealment, rescue, or signaling. Additionally, the Pocket Tactical may be used to dislodge barricaded suspects from confined areas. Its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.10 Tear Gas Guidelines.

**Training:** Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Pocket Tactical device. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.

### **CS Munition #3**

**Type:** *Pocket Tactical CS- Part# 1016*

**Quantity:** 28

**Cost:** \$27 each

**Lifespan:** 5 years from date of manufacture

**Capabilities:** The Pocket Tactical is a small lightweight easily carried device that provides a medium volume of chemical agent or smoke for certain situations.

**Manufacturer's Description:** The Pocket Tactical is a quick burning, reduced volume, continuous discharge canister available in OC, CN, CS, and Saf-Smoke™. Pelletized chemical agent or smoke is discharged through one (1) gas port located on the bottom of the canister. The Pocket Tactical is a small, lightweight, easily carried device that provides a medium volume of chemical agent or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The Pocket Tactical is not specifically intended as a crowd management



device; however, it can be used in chemical configurations in conjunction with larger smoke canisters to “piggy back” chemical agent into a predominately smoke environment.

**Purpose:** The Pocket Tactical was designed with the tactical team in mind and can be used for distraction, concealment, rescue, or signaling. Additionally, the Pocket Tactical may be used to dislodge barricaded suspects from confined areas. Its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.10 Tear Gas Guidelines

**Training:** Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Pocket Tactical device. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.

#### **CS Munition #4**

**Type:** *Flameless Tri-Chamber, CS- Part# 1032*

**Quantity:** 21

**Cost:** \$39 each

**Lifespan:** 5 years from date of manufacture

**Capabilities:** The design of the Tri-Chamber Flameless CS allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The device is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. It will deliver approximately .70 oz of agent during its 20-25 seconds of burn time. The Tri-Chamber Flameless can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects.

**Manufacturer’s Description:** The Tri-Chamber Flameless is designed for indoor use. The device’s pyrotechnic contents are burned within an internal can that is one of three in this design. The internal combustion allows the chemical-laden smoke to be released through three (3) ports on the outer canister side while safely containing any of the fire-

producing properties within the two internal canisters. The fuze is shrouded to further protect surrounding materials from the possibility of fire.

**Purpose:** The purpose of the Tri-Chamber Flameless is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.10 Tear Gas Guidelines.

**Training:** Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Tri-Chamber CS. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.

#### **CS Munition #5**

**Type:** *Flameless Expulsion, CS- Part# 2042*

**Quantity:** 6

**Cost:** \$50 each

**Lifespan:** 5 years from date of manufacture

**Capabilities:** The Flameless Expulsion CS device can be used in tactical deployment situations. Its applications include detection and/or dislodging barricaded subjects. The purpose of the Flameless Expulsion is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

**Manufacturer's Description:** The CS Flameless Expulsion is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. This device is 7.5 in. by 1.65 in. and delivers approximately .16 oz. of active agent during its 3-second discharge time.

**Purpose:** To de-escalate a situation and lower the likelihood of lethal force. Situations for use of the less lethal weapon systems may include, but are not limited to, dangerous and/or combative individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, and potentially vicious animals.

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.10 Tear Gas Guidelines.

**Training:** Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Flameless Expulsion CS. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.

#### **CS Munition #6**

**Type:** *Spede-Heat, CS- Part# 1072*

**Quantity:** 39

**Cost:** \$31 each

**Lifespan:** 5 years from date of manufacture

**Capabilities:** Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole.

**Manufacturer's Description:** The Spede-Heat CS is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable device is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.

**Purpose:** To safely resolve critical situations such as violent civil unrest and high risk tactical operations

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 303.10 Tear Gas Guidelines

**Training:** Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Spede-Heat CS. SWAT Officers will conduct continued training

with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.

## **Unmanned, Remotely Piloted Powered Aerial Vehicle:**

### **UAS#1**

**Type:** *DJI Phantom 4*

**Quantity:** 3

**Cost:** \$7,339.48 (Total for all three drones)

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** UAS can support first responders in any hazardous incident which would benefit from an aerial perspective. These uses could include search and rescue, barricaded suspects or high-risk tactical operations, disaster response, and video and photographic documentation of a crime scene.

**Manufacturer's Description:** Featuring a 1-inch CMOS sensor that can shoot 4K/60fps videos and 20MP photos, the Phantom 4 Pro V2.0 grants filmmakers absolute creative freedom. The OcuSync 2.0 HD transmission system ensures stable connectivity and reliability, five directions of obstacle sensing ensures additional safety, and a dedicated remote controller with a built-in screen grants even greater precision and control. <sup>[1]</sup> A wide array of intelligent features makes flying that much easier. The Phantom 4 Pro V2.0 is a complete aerial imaging solution, designed for the professional creator.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.

**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

#### **UAS#2**

**Type:** *DJI Tello #1*

**Quantity:** 1

**Cost:** \$100 per drone

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** Can be flown indoors or outdoors. It is very light and easy to fly. It has a thirteen-minute flight time, has 720p HD transmission and 5MP photos.

**Manufacturer's Description:** The Tello is stable on uneven surfaces like stairs and different floors. The drone responds quickly to pilot inputs and makes precise, smooth movements in flight. When flying indoors, the Tello feels completely under the pilot's control.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.

**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

#### **UAS#3**

**Type:** *DJI Mini 3 Pro*

**Quantity:** 1

**Cost:** \$1200

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** Can be flown indoors or outdoors. It has a 35 minute flight time, has 1080p HD transmission and 48MP photos.

**Manufacturer's Description:** The mini-sized, mega-capable DJI Mini 3 Pro is just as powerful as it is portable. Weighing less than 249 g and with upgraded safety features, it's not only regulation-friendly, it's also the safest in its series. With a 1/1.3-inch sensor and top-tier features, it redefines what it means to fly Mini.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.

**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

#### UAS#4

**Type:** *DJI Matrice 210 V2 Combo (SP) Drone System with DJI Enterprise Shield Basic SN# 17TDG180020031*

**Quantity:** 1

**Cost:** \$30,125.64

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** The Matrice 210/300 drones are used for exterior overwatch missions. Both of these drones are large and have similar features that police helicopters have ranging from FLIR to zoom and wide-angle cameras to a very bright spotlight to illuminate a search area.

**Manufacturer's Description:** The ultimate platform for aerial productivity combines a rugged design and simple configurability to work as a solution for a variety of industrial

applications. Improvements to the M200 Series V2 enhance intelligent control systems, flight performance, and add flight safety and data security features.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.

**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

#### **UAS#5**

**Type:** *DJI Mavic Air*

**Quantity:** 1

**Cost:** \$500

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** The Mavic Air is an interior drone used to clear the interior portions of residences, office buildings, or warehouses. The interior drone allows officers to get an idea of what a room or building looks like prior to entering.

**Manufacturer's Description:** Mavic Air takes camera and flight performance to the next level with 48MP photos, 4K/60fps video, up to 34 minutes of flight time, and more.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety

for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.

**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

## UAS#6

**Type:** *DJI Matrice RTK 300 Commercial Drone System*

**Quantity:** 1

**Cost:** \$30,603.08

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** The DJI Matrice RTK can support first responders in any hazardous incident which would benefit from an aerial perspective. These uses could include search and rescue, barricaded suspects or high-risk tactical operations, disaster response, and video and photographic documentation of a crime scene.

**Manufacturer's Description:** The Matrice 300 RTK is DJI's latest commercial drone platform that takes inspiration from modern aviation systems. Offering up to 55 minutes of flight time, advanced AI capabilities, 6 directional sensing and positioning and more, the M300 RTK sets a whole new standard by combining intelligence with high-performance and unrivaled reliability.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.



**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

#### **UAS#7**

**Type:** *DJI Mavic 2 Zoom Enterprise Universal Edition with Enterprise Shield Support Program*

**Quantity:** 1

**Cost:** \$3,245.58

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** The Mavic Zoom is used for exterior missions including overwatch on smaller scale containments. The Mavic Zoom offers a 12X zoom lens to get visual of the target from farther away.

**Manufacturer's Description:** Capture accurate details in any mission with the Mavic 2 Enterprise Advanced – a highly versatile yet compact tool that packs a whole lot of performance upgrades. With high-resolution thermal and visual cameras, the M2EA supports up to 32x digital zoom and is capable of centimeter-level positioning accuracy with the RTK module.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.

**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

#### **UAS#8**

**Type:** *DJI Mavic 2 Dual Enterprise*

**Quantity:** 1

**Cost:** \$4,181.81

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** The Mavic Dual is used for exterior missions including overwatch on smaller scale containments. The Mavic Dual offers a 12X zoom lens to get visual of the target from farther away. The Mavic Dual offers a FLIR lens to sense heat sources during night hours.

**Manufacturer's Description:** Capture accurate details in any mission with the Mavic 2 Enterprise Advanced – a highly versatile yet compact tool that packs a whole lot of performance upgrades. With high-resolution thermal and visual cameras, the M2EA supports up to 32x digital zoom and is capable of centimeter-level positioning accuracy with the RTK module.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.

**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

## **UAS #9**

**Type:** *Brinc Lemur S*

**Quantity:** 1

**Cost:** \$22,110.22

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** The Lemur S is an interior drone used to clear the interior portions of residences, office buildings, or warehouses. The interior drone allows officers to get an

idea of what a room or building looks like prior to entering. Two way communication drone, allowing officers to communicate with any subject located. It will also has a Glass breaker feature that lets the drone break and fly through glass (i.e. car windows, glass doors). There is a thirty one minute flight time.

**Manufacturer's Description:**

Repeater that doubles the drones range. Pushes open doors. IR flying capabilities that does not use GPS. This allows for flight in total darkness. Two-way communication capabilities with a powerful speaker to assist with a barricaded suspect in a CNT situation. 31 minute flight time Turtle mode that makes it virtually crash proof and can self-correct and re-fly without the pilot physically needing to touch the drone or flip it right side up. LIDAR based pilot assistance (uses lasers not GPS to fly which avoids the constant connection issues traditional GPS drones encounter). 10-hour perch time that allows the pilot to land the drone and record video and audio and speak with a subject on a single charge. Glass breaker feature that lets the drone break and fly through glass (i.e. car windows, glass doors). Spot light, dropper accessory, landing strip that lets the drone take off from the front of a vehicle without the pilot stepping out in harms way. Can withstand drops of up to 40'. The drone also has a carry feature that allows it to deliver anything from a bottle of water to a flash bang.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.

**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

**UAS #10**

**Type:** *Autel Robotics EVO II Pro V3*

**Quantity:** 1

**Cost:** \$2,740

**Lifespan:** 5 year manufacturer warranty

**Capabilities:** The EVO II will be primarily used for 3D Mapping of fatal or serious traffic collisions and for outdoor crime scenes. Real time area maps can also be created of special events in the City or during a catastrophic emergency where an up-to-date overhead view of a large area can provide valuable information to first responders.

**Manufacturer's Description:** Autel EVO 2 Pro has an ultra-HD camera, a 1-inch sensor with 6k resolution. Capture stunning detail not previously possible on an aerial platform of this size. An adjustable aperture, HDR and intuitive camera controls make this the perfect choice for any aerial cinematographer or mapping pilot.

**Purpose:** A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.

**Authorized Uses:** Unmanned vehicles have numerous applications. Aerial drones are used instead of personnel or a police helicopter in high-risk environments to increase safety for law enforcement. Drone pilots also respond to mutual aid requests from outside agencies to assist with locating outstanding suspects.

**Fiscal Impact:** Battery Replacement (depending on frequency of use and charging)

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 433-Unmanned Aircraft Systems Program.

**Training:** All Drone pilots must pass the UAV FAA Remote Pilot test. Additionally, all drone pilots attend a monthly drone training. The Drone Team and the SWAT Team train together a couple of times a year, to become familiar with each other's tactics.

#### **Unmanned, Remotely Piloted Powered Ground Vehicle:**

**Type:** *Avatar III Robot*

**Quantity:** 1

**Cost:** \$22,246.90

**Capabilities:** Robots can support first responders in any hazardous incident which would benefit from a remotely powered robot entering an area to provide details of the environment. These uses could include search and rescue, barricaded suspects or high-risk tactical operations, disaster response, and communication with suspects and victims.

**Life Span:** N/A

**Manufactures Description:** The AVATAR® III is a rugged, easy-to-use tactical robot that enhances the capabilities of law enforcement and first-responders by allowing them to

safely and quickly inspect dangerous situations. The AVATAR III is completely customizable with plug-n-play payload bays, allowing users to build the robot to fit their needs.

**Purpose:** To be used to remotely gain visual/audio data, deliver CNT phone, open doors, disrupt packages, and clear buildings.

**Authorized Uses:** Only SWAT team members shall be permitted to operate the robots on an incident with the approval of the SWAT Commander or Incident Commander.

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 300-Use of Force.

**Training:** Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Avatar III Robot. SWAT Officers will conduct continued training with the use of the robot during supplemental SWAT courses and trainings.

**Flashbangs:**

**Type:** *Low Roll II Distraction Device by Defense Technology*

**Quantity:** 25

**Cost:** \$50 each

**Lifespan:** 5 years from date of manufacture

**Capabilities:** Diversionary Devices are capable of releasing large amounts of stored energy in the form of heat, light, pressure, and noise. They are intended to temporarily distract, confuse, and disorient subjects. They can also be used as “attention-getting” devices.

**Manufacturer’s Description:** The 11-Gram Low Roll II® Non-Reloadable Distraction Device, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed.

**Purpose:** The flashbangs are used as a distraction device and to provide an added degree of officer safety by disorienting subjects.

**Authorized uses:** Diversionary Devices are to be used exclusively by the SWAT Unit. Diversionary Devices can be used in high-risk tactical operations as an attention getting

device. They can also be used during high-risk warrants, hostage rescue incidents, and some mobile field force incidents.

**Fiscal Impact:** None

**Legal and Procedural Rules:** Authorized use must comply with state and federal laws and Lexipol Policy 300-Use of Force.

**Training:** SWAT Officers must successfully complete an 80 hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of the Diversionary Devices. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.

## **Military Equipment Use Summary 2022:**

This section outlines the usage of military equipment by the Department in 2022. Certain items of military equipment, particularly ammunition, diversionary devices, and chemical agents are used throughout the year on a regular basis for training to maintain proficiency. Therefore, this section does not capture training usage and only provides data for the operational use of military equipment listed within the Annual Military Equipment Report.

- 2022 Use of Military Equipment:

- a. NOISE-FLASH DEVICE (FLASH-BANG)

- March 31, 2022**

- The El Segundo SWAT team was serving a warrant in the City of Corona for a felony suspect (subject was wanted for pointing a firearm at a victim and making threats). Due to the fact the suspect refused to surrender and barricade himself inside his house, the SWAT team deployed one Low Roll II Distraction Device by Def Tech (Flashbang). This was used to facilitate a safe surrender of the barricaded subject.

- b. ARMORED PERSONNEL CARRIER (HUMVEE)

- May 27, 2022**

- El Segundo Officers responded to a barricaded subject with a gun in a vehicle. The Humvee was utilized to provide protection to the officers and assist with scene containment.

- c. UNMANNED, REMOTELY PILOTED GROUND VEHICLE (SWAT ROBOT)

- December 22, 2022**

El Segundo SWAT team members responded to the City of Gardena to assist Gardena PD with a barricaded subject with a gun. Our SWAT team deployed the robot inside the location.

d. UNMANNED, REMOTELY PILOTED AIRCRAFT (DRONE)

**February 8, 2022**

Provided ESPD Drone Team presentation for ESHS Interns.

**February 11, 2022**

Assisted Manhattan Beach PD on a family disturbance involving child endangerment and a barricaded suspect.

**February 25, 2022**

Assisted DEA-HIDTA on surveillance of a stash house in the city of Compton.

**March 18, 2022**

Assisted Gardena PD and Torrance PD on a carjacking suspect in a containment.

**March 21, 2022**

Assisted ESFD on an Arson investigating overlooking a transient camp.

**March 26, 2022**

Assisted ESFD on a sewage spill and containment.

**April 21, 2022**

Assisted ESFD on a brush fire as an overwatch to cover firefighters.

**May 3, 2022**

Assisted Torrance PD on a containment with outstanding suspects.

**May 14, 2022**

ESPD used the Drone to search for suspects during an in progress commercial burglary.

**May 27, 2022**

ESPD used the Drone to investigate a vehicle where a suspect had barricaded himself. The department was able to identify a suspect who was in possession of a possible handgun.

**May 30, 2022**

Assisted Torrance PD on suspects who were inside a containment.

**June 2, 2022**

ESPD used the Drone to clear a commercial building where suspects were possibly still inside.

**June 3, 2022**

ESPD used the Drone to clear a commercial building where they believed suspects may be hiding.

**June 26, 2022**

Assisted Inglewood PD on a containment where a man with a gun was seen threatening people.

**June 27, 2022**

ESPD used the Drone to document the scene of a fatal traffic collision.

**August 5, 2022**

ESPD used the Drone to clear a commercial building where they believed suspects may be hiding.

**September 6, 2022**

Assisted Torrance PD in searching for a critical missing adult.

**September 11, 2022**

Assisted EL Camino PD in searching for burglary suspects on campus.

**September 11, 2022**

ESPD used the Drone to locate two suspects hiding on the rooftop of a building.

**October 10, 2022**

ESPD used the Drone to ascertain if the lights at an intersection were phasing correctly.

**November 16, 2022**

Assisted Manhattan Beach PD at their Pier Lighting Ceremony.

**December 4, 2022**

Assisted Hawthorne PD with a containment of two suspects wanted for vehicle theft.

**December 4, 2022**

Assisted Torrance PD with a domestic violence barricaded suspect armed with a knife.

**December 4, 2022**



ESPD used the Drone to assist on a burglary alarm of a commercial building attempting to locate heat signatures.

**December 12, 2022**

Assisted Gardena PD with an armed barricaded suspect in a condominium armed with a handgun.

COMPLAINTS SUMMARY REGARDING MILITARY EQUIPMENT USAGE

The application and use of Military Equipment may cause questions and/or concerns for members of the community. It is vitally important that community members' questions and concerns regarding the application and use of military equipment are addressed. Any member of the public can register a question, concern, or complaint regarding Military Equipment use either in person or telephonically by contacting the Department (310) 524-2200.

Complaints may also be submitted electronically via the Police Department's website at: <https://www.elsegundopd.org/about-espdp/applications-and-permits/civilian-report-procedure>.

A response to the questions, concerns, or complaints will be completed by the Department in a timely manner.

In 2022, the Department did not receive any complaints regarding the use of Military Equipment.

- The cost of the use of military equipment:
  - a. Cost of Military Equipment Used:
    - i. One Flashbang Device was used in 2022. Each device costs \$50.
    - ii. The total cost was **\$50**.
  - b. Cost of Military Equipment Purchased to Replenish Expired Equipment. Funds from Asset Forfeiture Account was used: #109-400-3109-5204
    - i. **Type:** Exact Impact 40mm Standard Range Sponge Round- Part# 6325  
**Quantity:** 60  
**Cost:** \$22 each  
**Lifespan:** 5 years from date of manufacture
    - ii. **Type:** Exact Impact 40mm Extended Range Sponge Round- Part# 6325LE  
**Quantity:** 15  
**Cost:** \$25 each

**Lifespan:** 5 years from date of manufacture

- iii. **Type:** Ferret 40mm CS Liquid Projectile- Part # 2262  
**Quantity:** 45  
**Cost:** \$24 each  
**Lifespan:** 5 years from date of manufacture
  
- iv. **Type:** Pocket Tactical CS- Part# 1016  
**Quantity:** 15  
**Cost:** \$27 each  
**Lifespan:** 5 years from date of manufacture
  
- v. **Type:** Flameless Tri-Chamber, CS- Part# 1032  
**Quantity:** 10  
**Cost:** \$39 each  
**Lifespan:** 5 years from date of manufacture
  
- vi. **Type:** Spede-Heat, CS- Part# 1072  
**Quantity:** 20  
**Cost:** \$31 each  
**Lifespan:** 5 years from date of manufacture
  
- vii. **Type:** Direct Impact 40mm OC Crushable Foam Round – Part# 6320  
**Quantity:** 30  
**Cost:** \$22 each  
**Lifespan:** 5 years from date of manufacture
  
- viii. **Type:** 12 Gauge, Avon, Breaching Round- Part #3105  
**Quantity:** 60  
**Cost:** \$7  
**Lifespan:** 5 years from date of manufacture

Total Cost: \$5,747.22

The El Segundo Police Department will continue to research and purchase the best equipment to keep our community and officers safe. At this time, it is unknown what equipment will be purchased in 2023. The training of the military equipment has been built into officers' regular shifts or set trainings (Drone Training, SWAT Training), no extra costs have been incurred. Our Drone Operators attended a three-day training (24 hours) in Las Vegas, Nevada on the Brinc Lemur S Drone in 2022 and 2023. The cost of this training was \$799 per student. Four operators went in 2022 and three operators went in 2023. Due to the ongoing training and use of certain equipment during yearly trainings, certain equipment may be replenished throughout the year.

The equipment, resources and training outlined in this report allows the El Segundo Police Department to protect our community by enhancing public and officer safety. Although controlled equipment is utilized infrequently, it is crucial that the equipment be readily available in critical incidents where such equipment can be used to effectively respond to threats to public safety. This annual report reaffirms the department's commitment to providing transparency and information to our communities and elected officials in addition to ensuring compliance with the law.

NOTICE OF ORDINANCE  
CITY OF EL SEGUNDO  
UNCODIFIED ORDINANCE 1637

AN ORDINANCE ADOPTING A MILITARY EQUIPMENT USE POLICY.

SUMMARY OF ADOPTED ORDINANCE

**The Ordinance memorializes legislative body approval, pursuant to AB 481, of a military equipment use policy which allows certain actions relating to the funding, acquisition, or use of military equipment.**

The whole number of the City Council of said City is five. The foregoing Ordinance No. 1637 was duly introduced by said City Council at a regular meeting held on the 19<sup>th</sup> day of April, 2022, and was duly passed, approved 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 on the 3<sup>rd</sup> day of May, 2022, and the same was so passed and adopted by the following vote:

Ayes: Mayor Boyles, Mayor Pro Tem Pimentel, Council Member Pirsztuk,  
Council Member Nicol and Council Member Giroux  
Noes: None  
Absent: None  
Abstain: None

A copy of the ordinance is available for viewing in the City Clerk's office, 350 Main St. El Segundo, CA or the City's website at <http://www.elsegundo.org> then go to Government, View, and then Municipal Code.



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Consent

Item Number: B.11

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### **TITLE:**

Agreement Renewal with Granicus for Website Services

### **RECOMMENDATION:**

1. Authorize the City Manager to execute a three-year renewal agreement with Granicus, Inc., to continue to provide the city's website design, development, and hosting platform service.
2. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

Included in the FY 2022- 23 budget.

Amount Budgeted: \$71,500

Additional Appropriation: No

Account Number( s): 001-400-2505-6217

### **BACKGROUND:**

Following a Request for Proposal (RFP) in November 2018, the City Council authorized the City Manager to execute a five-year agreement with Granicus to provide design, development, and implementation services for the City's website redesign project. This agreement expired on April 27, 2023. This new agreement will extend the term dates by three years, from April 28, 2023 retroactively, through April 27, 2026.

### **DISCUSSION:**

The renewal of this agreement will allow the City to continue to maintain the city's website design, development, and hosting services on the Granicus platform. The yearly price increase is capped at 3% for the term of this agreement.

**Agreement Renewal with Granicus for Website Services**

**May 16, 2023**

**Page 2 of 2**

Agreement Pricing

2023-2024: \$61,168.52

2024-2025: \$63,003.55

2025-2026: \$64,893.68

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4B: El Segundo's technology supports effective, efficient, and proactive operations.

**PREPARED BY:**

Jose Calderon, Information Technology Services Director

**REVIEWED BY:**

Jose Calderon, Information Technology Services Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Granicus Quote

## Granicus Proposal for El Segundo, CA

### ORDER DETAILS

**Prepared By:** Tania Dominguez Chon  
**Phone:**  
**Email:** tania.dominguezchon@granicus.com  
**Order #:** Q-275137  
**Prepared On:** 26 Apr 2023  
**Expires On:** 31 May 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription End Date:** 27 Apr 2023  
**Initial Order Term End Date:** 27 Apr 2026  
**Period of Performance:** 04/28/2023 - 04/27/2024

**The subscription includes the following domain(s) and subdomain(s):**  
elsegundo.org, destinationelsegundo.com, elsegundobusiness.com

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess Plus Edition	Annual	1 Each	\$10,017.01
Targeted Messaging	Annual	1 Each	\$0.00
Communications Cloud Advanced Package	Annual	1 Each	\$2,898.16
govService – Recurring Subscription	Annual	1 Each	\$10,433.45
Communications Cloud	Annual	1 Each	\$6,753.07
Customizations (Recurring) - govAccess	Annual	1 Each	\$1,565.02
Boards and Commissions	Annual	1 Each	\$4,173.40
Open Platform Suite	Annual	1 Each	\$0.00
govAccess - Maint/Hosting/License Fee - Specialty Sub	Annual	4 Each	\$6,753.08
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,418.13
Open Platform Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$8,863.39
govAccess – Intranet	Annual	1 Each	\$8,293.81
<b>SUBTOTAL:</b>			<b>\$61,168.52</b>



## FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	28 Apr 2024 - 27 Apr 2025	28 Apr 2025 - 27 Apr 2026
govAccess Plus Edition	\$10,317.52	\$10,627.05
Targeted Messaging	\$0.00	\$0.00
Communications Cloud Advanced Package	\$2,985.10	\$3,074.66
govService – Recurring Subscription	\$10,746.45	\$11,068.85
Communications Cloud	\$6,955.66	\$7,164.33
Customizations (Recurring) - govAccess	\$1,611.97	\$1,660.33
Boards and Commissions	\$4,298.60	\$4,427.56
Open Platform Suite	\$0.00	\$0.00
govAccess - Maint/Hosting/License Fee - Specialty Sub	\$6,955.67	\$7,164.34
Granicus Encoding Appliance Software (GT)	\$1,460.67	\$1,504.49
Open Platform Suite	\$0.00	\$0.00
Government Transparency Suite	\$9,129.29	\$9,403.17
govAccess – Intranet	\$8,542.62	\$8,798.90
<b>SUBTOTAL:</b>	<b>\$63,003.55</b>	<b>\$64,893.68</b>

## PRODUCT DESCRIPTIONS

Solution	Description
<p>govAccess Plus Edition</p>	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"> <li>• Ongoing software updates</li> <li>• Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)</li> <li>• Access to training webinars and on-demand video library</li> <li>• Access to best practice webinars and resources</li> <li>• Annual health check with research-based recommendations for website optimization -DDoS mitigation</li> <li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>
<p>Targeted Messaging</p>	<p>Targeted Messaging is a unique, automated solution that makes critical, large-scale email and SMS/text message communication between government organizations and the public more personal, effective, and reliable. Targeted Messaging helps deliver and track emails and SMS messages for Web applications via secure APIs. This allows the client's Web application to focus on core business logic and operational needs, such as enrollment, licensing, or renewals. Targeted Messaging includes:</p> <ul style="list-style-type: none"> <li>• Access to the selected volume of Targeted Messages per year</li> <li>• Text or HTML formatting capabilities</li> <li>• Robust, secure, and scalable infrastructure</li> <li>• Certified delivery of email and SMS/text message confirmations and reminders</li> <li>• Real-time resolution services (blocked emails)</li> </ul> <p><i>Targeted Messages not used in the period of performance will not carry over to the following year.</i></p>

Solution	Description
<p>Communications Cloud Advanced Package</p>	<p>The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:</p> <ul style="list-style-type: none"> <li>• Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)</li> <li>• Canned campaigns for re-engagement and new subscriber onboarding</li> <li>• Testing: Simple (A/B, 10/10/80)</li> </ul> <p><i>A subscription for the Advanced Cloud Module is dependent on an active license for the GovDelivery Communications Cloud.</i></p>

Solution	Description
Communications Cloud	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 100,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p>
Customizations (Recurring) - govAccess	<p>The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with visionLive updates.</p>

Solution	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited boards, commissions, committees, and subcommittees</li> <li>• Unlimited storage of citizen applications</li> <li>• Access to up to one (1) Boards and Commissions site</li> <li>• Access to customizable, embeddable iFrame websites for displaying information to citizens</li> <li>• Access to a customizable online citizen application form including board-specific questions</li> <li>• Customizable forms for board details, appointment details, and internal tracking details</li> <li>• Pre-designed document PDFs for applications, board details and rosters, and vacancy reports</li> <li>• Downloadable spreadsheets for easy reporting</li> </ul> <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>
govAccess - Maint/Hosting/License Fee - Specialty Sub	<p>Maintenance, Hosting and Licensing includes the following for the client's Specialty Subsite(s) covered by the subscription:</p> <ul style="list-style-type: none"> <li>• Monthly software updates</li> <li>• Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday)</li> <li>• Access to training webinars and on-demand video library</li> <li>• Access to best practice webinars and resources</li> <li>• Annual health check with research-based recommendations for website optimization</li> <li>• DDoS mitigation</li> <li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>

Solution	Description
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
govAccess – Intranet	<p>govAccess Maintenance and Licensing includes the following for Intranet website(s) covered by the subscription:</p> <ul style="list-style-type: none"> <li>• Monthly software updates</li> <li>• Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)</li> <li>• Access to training webinars and on-demand video library</li> <li>• Access to best practice webinars and resources</li> <li>• Annual health check with research-based recommendations for website optimization</li> <li>• The Intranet will be hosted on the Granicus' servers.</li> </ul>

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct

Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.

- o Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- o Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## **UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):**

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-275137 dated 26 Apr 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of El Segundo, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**  
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



## BILLING INFORMATION

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	[ ] - No [ ] - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-275137 dated 26 Apr 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

El Segundo, CA	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Consent

Item Number: B.12

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### TITLE:

Public Works Construction Contract with FS Contractors, Inc. for \$237,399 for the FY 2022-23 Annual Concrete Improvements Project, Project No. PW 22-17

### RECOMMENDATION:

1. Reject Rojas Construction's bid as nonresponsive.
2. Authorize the City Manager to execute a standard Public Works Construction Contract with FS Contractors, Inc. for \$237,399 for the award of the FY 2022-23 Annual Concrete Improvements Project, Project No. PW 22-17, and authorize an additional \$23,740 as contingency funds for potential unforeseen conditions.
3. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

Included in Adopted FY 2022-23 Budget

Amount Budgeted: \$261,139

Additional Appropriation: None

Account Number(s):

1. \$248,500 from 106-400-8203-8606 (Sidewalk Repair – Gas Tax Fund)
2. \$12,639 from 301-400-8203-8705 (Sidewalk Repair – CIP Fund)

### BACKGROUND:

On March 7, 2023, the City Council adopted the plans and specifications for the FY2022-23 Annual Concrete Improvements Project (Project) to repair defective sidewalks, driveway approaches, curbs, and gutters throughout the City.

## **FY 2022-23 Annual Concrete Improvements Project**

**May 16, 2023**

**Page 2 of 4**

### **DISCUSSION:**

On April 11, 2023, the City Clerk received and opened four bids as follows:

1. Rojas Construction	\$207,372.00
2. FS Contractors, Inc.	\$237,399.00
3. Grigolla & Sons Construction Company, Inc.	\$254,754.00
4. Gentry General Engineering	\$296,096.30

A copy of the "Bid Log Sheet" for the project is attached. Rojas Construction was the apparent lowest bidder, and upon reviewing the bids, the City Clerk's Office noted that this construction company did not submit the original bid bond, and instead they submitted a copy of the bid bond.

On April 12, 2023, the apparent second lowest bidder, FS Contractors, Inc. sent a bid protest letter to the City Clerk, the City Engineer, and Rojas Construction company. A copy of this letter is attached. The letter cites Section 9.8 on page I-B-5 of the project Specifications' Bidding Instructions:

9.8 Bids must be submitted in writing on the Proposal forms provided by the City of El Segundo. One (1) set of these Proposal forms is inserted loose herein for use by the bidders. Bidders are required to submit one (1) original set of the proposal forms. All information requested therein must be clearly and legibly set forth in the manner and form indicated.

On April 13, 2023, two days following the bid submission deadline, Rojas Construction company delivered the original bid bond to the City Clerk's Office. It is to be noted that the bid documents require timely submission of the original bid bond. The reason for this requirement is the fact that a copy of the bid bond may not be enforceable.

On April 13, 2023, City staff provided Rojas Construction company with an opportunity to respond to the bid protest letter. A copy of their response letter dated April 14, 2023 is attached.

Further, in reviewing bid documents from all four bidders, staff found additional significant inconsistencies in Rojas Construction's proposal documents. The following list includes all the inconsistent items which have been discussed with the City Attorney's Office:

1. An original Bid Bond was not timely submitted by the bid submission deadline in conformance with Section 10 of the Bidding Instructions (discussed earlier).
2. The Bid Form on page I-C-8 was not signed by the company representative as required by Section 9.7 of the Bidding Instructions. Only a typed name is present.
3. The notarial acknowledgement to the Bid Form, which has a signature line for

**FY 2022-23 Annual Concrete Improvements Project**

**May 16, 2023**

**Page 3 of 4**

- the company representative's signature, is not signed.
4. The bid bond is not signed by a company representative.
  5. A tree service contractor is not listed on the Designated Subcontractors page. A special licensed contractor is required for the removal of the trees which is included in the scope of this project. It is to be noted that Rojas Construction company does not have the required license.

Regarding items 2 and 3 above, Section 9.7 of the Bidding Instructions is clear on bid rejection due to failure to sign the Bid Form:

9.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the bid to be rejected.

Regarding Items 1, 4, and 5 above, Section 13.2 of the Bidding Instructions is clear on rejection of a materially incomplete bid package or irregular bid:

13.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the bidding documents, or a bid which is in any other way materially incomplete or irregular.

This is supported by state law, which affords cities discretion to determine bid responsiveness and even demand strict compliance with bid specifications. *Taylor Bus Serv., Inc. v San Diego Bd. of Educ.* (1987) 195 Cal.App.3d 1331, 1343. The failure of Rojas Construction to timely submit the original bid bond in conformance with the requirements in Section 10 of the Bidding Instructions alone is sufficient for rejection of its bid.

Considering the multiple issues associated with Rojas Construction's bid submittal, staff is recommending the City Council reject the apparent low bid, and award the construction of this project to FS Contractors, Inc. The staff checked the status and references of this construction company and found their state license and DIR registration to be in good standing. Further, this construction company has satisfactorily completed similar projects for the cities of El Segundo, Lynwood, Rosemead, and Santa Clarita.

Consequently, staff requests City Council to approve the recommended actions as noted. With the City Council's authorization, the anticipated schedule for this project is as follows:

May 2023: Award Contract  
June 2023: Complete Contract Documents  
June 2023: Begin Construction

**FY 2022-23 Annual Concrete Improvements Project**

**May 16, 2023**

**Page 4 of 4**

September 2023: Complete Project

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

**PREPARED BY:**

Floriza Rivera, Principal Civil Engineer

**REVIEWED BY:**

Elias Sassoon, Public Works Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

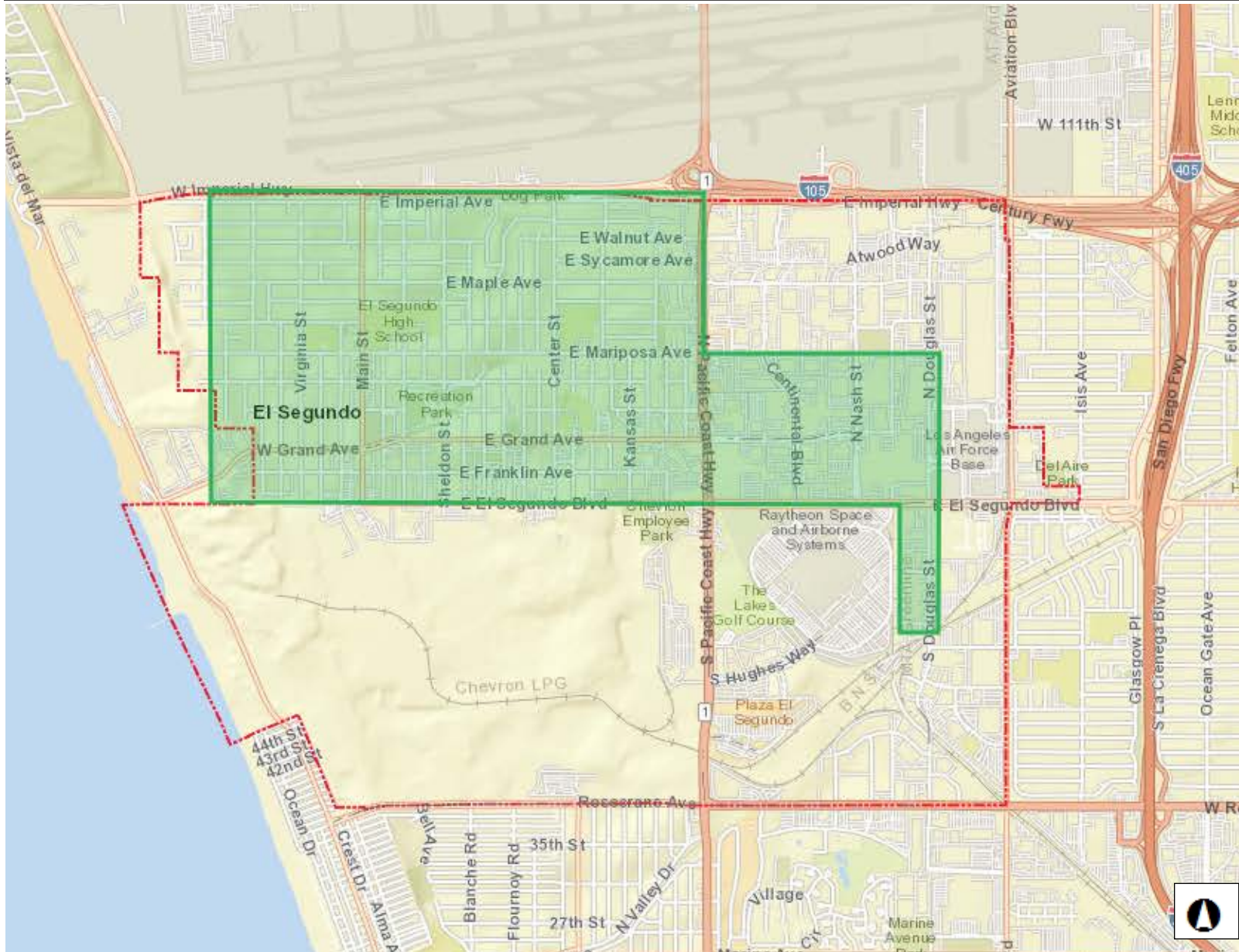
**ATTACHED SUPPORTING DOCUMENTS:**

1. Vicinity Map PW 22-17
2. Location Map PW 22-17
3. Bid Log Sheet PW 22-17
4. Bid Protest Letter PW 22-17
5. Response to Bid Protest Letter PW 22-17



# Vicinity Map

## PW 22-17: FY 22-23 Annual Concrete Improvements Project



6,018.7 0 3,009.33 6,018.7 Feet

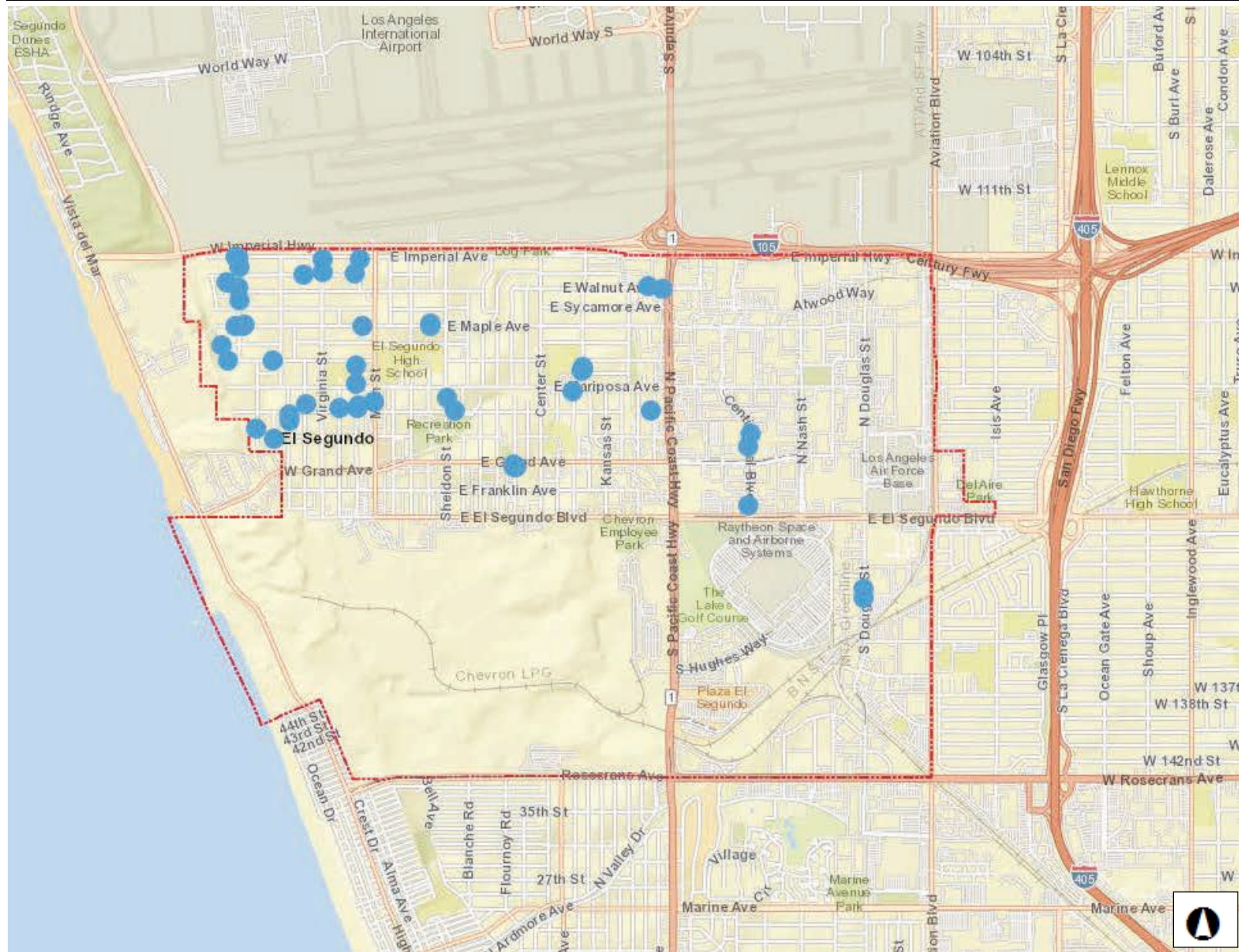
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

*DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible for any claims, losses or damages resulting from the use of this map.*



# Location Map

## FY 22/23 Annual Concrete Improvements Project, PW 22-17



### Legend

- - - City Boundary
- Concrete Repair Areas

### Notes

No Scale



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

*DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible for any claims, losses or damages resulting from the use of this map.*







14838 BLEDSOE STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171  
CONTRACTOR'S LICENSE #1005940 CLASS A-C8-C27 • DIR #1000033438

**VIA EMAIL TO ALL RECIPIENTS**

April 12, 2023

Mr. Lifan Xu, P.E. City Engineer City of El Segundo Public Works Department 350 Main Street El Segundo, CA 90245 <a href="mailto:lxu@elsegundo.org">lxu@elsegundo.org</a>	Ms. Tracy Weaver City Clerk City of El Segundo Office of the City Clerk 350 Main Street El Segundo, CA 90245 <a href="mailto:allcityclerks@elsegundo.org">allcityclerks@elsegundo.org</a>
---	---

Attention: Ms. Floriza Rivera, P.E.

PROJECT: FY 22/23 Concrete Improvements Project, Project No. PW 22-17 – Bid Protest

Dear Mr. Xu and Ms. Weaver:

This letter is in response to the bid opening conducted on April 11, 2023 for the subject project. On April 11, 2023, we received the Bid Log (attached) showing that the City received a total of four (4) bids. Rojas Construction was listed as the apparent low bidder with a notation under the 'Bid Bond' column stating, "Copy only need original" indicating that they did not submit the original bid bond.

Pursuant to the project documents, the bid must be accompanied by a bid bond as specified in the Notice Inviting Bids (page I-A-3) and Section 10. Bid Security (page I-B-5) of the Bidding Instructions; using the City Bid Bond form (page I-C-9). Section 10.1 also allows for the use of a certified check made payable to "City of El Segundo" as a bid security.

Section 9.8 (page I-B-5) under Form and Style of Bids of the Bidding Instructions states, "**Bidders are required to submit one (1) original set of the proposal forms.**" The proposal forms consists of pages I-C-1 to I-C-18, of which the City Bid Bond form (page I-C-9) is a part of and required to be an original, not a copy.

Rojas Construction submitted a copy of the bid bond, not the original bid bond. Therefore, pursuant to the requirements of Section 9.8, the bid submitted by Rojas Construction should be considered non-responsive.

We look forward to your response on this matter. Please contact me if you have any questions. Thank you.

Sincerely,

Jose Angel Fierros  
President

Enclosure: Bid Log dated April 11, 2023  
Page I-B-5 of the Bidding Instructions  
Pre-Bid Meeting Attendees Sheet dated April 4, 2023

cc: Floriza Rivera, Principal Engineer, City of El Segundo ([frivera@elsegundo.org](mailto:frivera@elsegundo.org))  
Jr Rojas, Rojas Construction ([rcwreckingcrew@aol.com](mailto:rcwreckingcrew@aol.com)) per the Pre-Bid Meeting Attendees Sheet)

Mr. Xu and Ms. Weaver  
 FY 22/23 Concrete Improvements Project – Bid Protest  
 Project No. PW 22-17  
 April 12, 2023  
 Page 2 of 4

**CITY OF EL SEGUNDO  
 BID LOG  
 BID NO. PW 22-17  
 City of El Segundo – Public Works Department  
 FY 22/23 Concrete Improvement Project**

Date of BID Opening: **Tuesday, April 11, 2023**  
 Time of BID Opening: **11 AM**  
 Place of BID Opening: **City Clerk's Office**

COMPANY NAME/ADDRESS	Total BID Amount	BID BOND
1. Gentry General Engineering 9277 Archibald Ave. Rancho Cucamonga, CA 91730 Received: 4/11/2023 @ 8:10AM	\$296,096.30	✓
2. Rojas Construction 3539 S. Carolina Street San Pedro, CA 90731 Received: 4/11/2023 @ 10:09 AM	\$207,372.00	Copy only need original
3. FS Contractor Inc. 14838 Bledsoe St. Sylmar, CA 91342 Received: 4/11/2023 @ 10:36 AM	\$237,399.00	✓
4. Grigolla & Sons Const. Co., Inc. 627 W. Allen Ave. San Dimas, CA 91773 Received: 4/11/2023 @ 10:40 AM	\$254,754.00	✓
5.  Received:		
6.  Received:		
7.  Received:		
8.  Received:		
9.  Received:		
10.  Received:		

Staff Present: [Signature] City Clerk's Office  
[Signature] City Clerk's Office  
[Signature] PW Representative

FORMS\BID\OPENLOG1

- 9.8 Bids must be submitted in writing on the Proposal forms provided by the City of El Segundo. One (1) set of these Proposal forms is inserted loose herein for use by the bidders. **Bidders are required to submit one (1) original set of the proposal forms.** All information requested therein must be clearly and legibly set forth in the manner and form indicated.
- 9.9 Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No bidder shall at any time after submissions of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City of El Segundo and clarified prior to the submission of proposals.

#### 10. BID SECURITY

- 10.1 Each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City, or a certified check made payable to "City of El Segundo." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.
- 10.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.
- 10.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."
- 10.4 The City will retain Bid Security until the occurrence of one of the following:
- 10.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.
  - 10.4.2 The specified time has elapsed during which Bids may be withdrawn.
  - 10.4.3 All Bids have been rejected.
- 10.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid must be enclosed in a sealed opaque envelope. The envelope must be addressed to the City Clerk. The envelope must be identified with the Bidder's name and address and identify the Project for which the Bid is submitted, as follows:

CITY OF EL SEGUNDO  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION

PW 22-17  
 FY 22/23 CONCRETE IMPROVEMENTS PROJECT  
 PRE-BID MEETING ATTENDEES  
 April 4, 2023, 10:00 AM

Location: City Council Chambers, 350 Main St. El Segundo, CA 90245

PLEASE PRINT LEGIBLY:

	NAME	COMPANY	CONTACT INFORMATION
1	Floriza Rivera	City of El Segundo	Telephone: 310-524-2361 Email: frivera@elsegundo.org
2	Beto Moreno	City of El Segundo	Telephone: 310-524-2899 Email: amoreno@elsegundo.org
3	Brenton Country	GGE	Telephone: 909.330.1178 Email: Brenton@brentoncountry.com
4	Jr Rojas	Rojas Construction	Telephone: 310 487 0727 Email: RCWirekingcrew@aol.com
5	Grigolla, David	Grigolla & Sons	Telephone: 901-442-8530 Email: david@grigollaus.com
6	Dyanne Fierros	FS Contractors, Inc	Telephone: (318) 335 0482 Email: salomon@fscontractorsinc.com
7	Tyson Rising	Toro Enterprises, Inc	Telephone: 805-483-4515 Email: estimating@toroenterprises.com



April 14, 2023

**VIA EMAIL ONLY**

Mr. Lifan Xu, P.E.  
City Engineer  
City of El Segundo  
Public Works Department  
350 Main Street  
El Segundo, CA 90245  
[lxu@elsegundo.org](mailto:lxu@elsegundo.org)

Ms. Tracy Weaver  
City Clerk  
City of El Segundo  
Office of the City Clerk  
350 Main Street  
El Segundo, CA 90245  
[allcityclerks@elsegundo.org](mailto:allcityclerks@elsegundo.org)

**Re: City of El Segundo FY 22/23 Concrete Improvements Project;  
Project No. PW 22-17;  
Response by Rojas Construction to Bid Protest by FS Contractors, Inc.**

Dear Mr. Xu and Ms. Weaver:

I represent Rojas Construction (“Rojas”), the lowest *responsive* bidder on the above-referenced project. I write in response to the April 12, 2023 Bid Protest letter submitted by FS Contractors, Inc. (“FS”), the second low bidder.

The FS letter states that the Rojas bid should be deemed non-responsive because an *original* bid bond was not included with the papers submitted by Rojas to the City prior to bid opening. This is incorrect as a matter of law. FS does not claim that the Rojas bid omitted a bid bond of any sort. Instead, FS relies on the fact, which the City confirmed upon bid opening, that a *copy* of an enforceable bid bond was included with the Rojas bid.

The determination of whether a bid proposal fails to comply with material terms of the bid documents is based upon whether the variation gives the bidder an unfair advantage relative to other bidders. (*Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175.) For example, a bid which allows the bidder the chance, after bid opening, to decide whether (and possibly on what terms) it wanted the contract is considered an unfair advantage and will render a bid nonresponsive, even if the bidder never intended to gain or use any advantage. (*Konica Business Machines U.S.A., Inc. v. Regents of University of California* (1988) 206 Cal.App.3d 449.)

Here, the City had a copy of an enforceable bid bond at the time the bids were opened. If Rojas was the low bidder, and then refused to execute a contract for the project,

Mr. Lifan Xu, P.E., City Engineer  
Ms. Tracy Weaver, City Clerk  
City of El Segundo  
City of El Segundo FY 22/23 Concrete Improvements Project; Project No. PW 22-17  
April 14, 2023  
Page 2

the City could collect on the bid bond. Because Rojas would not have the opportunity to refuse to execute the contract without forfeiting its bid bond, it did not gain any competitive advantage over any of the other bidders. Thus, the failure to submit the original bid bond prior to bid opening should be considered an immaterial defect in the Rojas bid, which the City may waive.<sup>1</sup>

The case of *Bay Cities Paving & Grading v. City of San Leandro* (2014) 223 Cal.App.4th 1181 demonstrates this point. In that case, the lowest bidder (G&B) submitted only the second page of the bid bond form required by the city. Bay Cities protested. The city elected to waive the defect. Bay Cities then filed an action seeking to overturn the award of the contract to G&B. The Superior Court denied Bay Cities' request.

The Court of Appeal affirmed this result, saying, "the City determined that the missing page of the G&B bond was an inconsequential deviation from the bidding requirements for this project because the second page of that two-page bid bond, which was included in G&B's original sealed bid package, provided sufficient information to assure the City that G&B had complied with the bid security requirement. Substantial evidence supports the City's determination."

The Court of Appeal then said, "In short, when the City determined which contractor was the lowest responsible bidder it had before it the information needed to make clear that G&B had, indeed, satisfied the requirement of supplying the requisite bid bond."

Just as in *Bay Cities*, the City had before it substantial evidence that Rojas **had provided** the required bid bond at the time the bids were opened.<sup>2</sup> Thus, the failure to include the original bid bond was not material. Had Rojas refused to execute a contract for the project, the City would have the right to collect on that bond.

Because any defect in Rojas' bid was inconsequential, the City may waive that defect and award the project to Rojas. The FS bid protest should be denied.

---

<sup>1</sup> "[S]trict compliance with bidding requirements does not preclude the contracting entity from waiving inconsequential deviations." *Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897.

<sup>2</sup> It is my understanding that the original bid bond was received by the City on the day after the bid opening.

Mr. Lifan Xu, P.E., City Engineer  
Ms. Tracy Weaver, City Clerk  
City of El Segundo  
City of El Segundo FY 22/23 Concrete Improvements Project; Project No. PW 22-17  
April 14, 2023  
Page 3

Nothing in this letter should be construed as a waiver of any rights that Rojas may have under California law, all of which are expressly reserved.

Of course, if you have any questions, please feel free to contact me.

Sincerely,



Timothy M. Truax

cc (via email only):

Mr. Marco Rojas

Ms. Floriza Rivera, Principal Engineer, City of El Segundo ([frivera@elsegundo.org](mailto:frivera@elsegundo.org))

Mr. Jose Angel Fierros, FS Construction, Inc. ([angel@fscontractorsinc.com](mailto:angel@fscontractorsinc.com))



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Consent

Item Number: B.13

---

### TITLE:

Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Programs and Watershed Management Program for the Dominguez Channel Watershed and the Jurisdictional Groups 2 & 3 of the Santa Monica Bay Watershed

### RECOMMENDATION:

1. Authorize the City Manager to enter into a Memorandum of Agreement for three years, between the cities of Los Angeles, Carson, El Segundo, Hawthorne, Inglewood, Lawndale, and Lomita, the Los Angeles County Flood Control District, the County of Los Angeles, and the South Bay Cities Council of Governments for a total of \$61,573 for Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) and the Dominguez Channel Watershed Management Area.
2. Authorize the City Manager to enter into a Memorandum of Agreement for three years, between the City of Los Angeles, County of Los Angeles, Los Angeles County Flood Control District, and the cities of El Segundo and Santa Monica, for a total of \$116,245 for Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) and the Jurisdictional Groups 2 & 3 of the Santa Monica Bay Watershed;
3. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

The fiscal impacts of the MOAs are summarized in the following table. The total fiscal impact from FY2023-24 through FY 2025-26 is \$177,818 and will be funded from the Safe Clean Water (Measure W) local return.

Account Number(s): 131-400-0000-6214 (Measure W Professional and Technical)



**Administration and Cost Sharing for Implementing the CIMPs and WMPs for Watershed Management Groups**

**May 16, 2023**

**Page 2 of 4**

Watershed Group	ES Portion of Tributary Area	FY23-24	FY24-25	FY25-26	3-Year Total
Dominguez Channel	2.48%	\$18,692	\$17,639	\$25,242	\$61,573
Santa Monica Bay J2/J3	4.70%	\$37,894	\$31,661	\$46,690	\$116,245
Annual Total	--	\$56,586	\$49,300	\$71,932	\$177,818

**BACKGROUND:**

In 1990, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted Order 8, No. 90-079, which set in motion requirements for municipalities located in Los Angeles County to comply with provisions of the Clean Water Act for contaminated discharges (commonly called stormwater and non-stormwater runoff discharges) into Municipally Separate Storm Sewer Systems (MS4). This action was followed in 1992 by a provision requiring all Phase I cities (populations greater than 100,000) to begin implementing best available technologies to reduce or eliminate contaminated discharges. The Regional Board adopted new stormwater permits in 1996 and 2001, and approved four amendments for the 2001 permit between 2006 and 2010. On November 8, 2012, the Regional Board adopted a stormwater permit, Order No. R4-2012-0175, which includes and expands upon the provisions called for in earlier permits. Subsequently, Order No. R4-2021-0105 was issued on September 11, 2021, which is the current NPDES permit with expanded monitoring and reporting requirements.

The NPDES MS4 Permit provides permittees the flexibility to develop Watershed Management Programs (WMPs) to implement the permit requirements. Within the WMP, a comprehensive monitoring program, known as the Coordinated Integrated Monitoring Program (CIMP) is conducted to focus on achieving adopted water quality standards for the receiving waters, as required by the NPDES MS4 Permit. The City of Los Angeles is the lead agency and is responsible for performing all required monitoring and reporting to the Regional Board. The other agencies, including the City of El Segundo, will only contribute financially. This arrangement allows the larger agencies to perform the work and share the data and reporting on behalf of the other watershed member agencies.

## **Administration and Cost Sharing for Implementing the CIMPs and WMPs for Watershed Management Groups**

**May 16, 2023**

**Page 3 of 4**

### **DISCUSSION:**

El Segundo is part of two separate watersheds - the Santa Monica Bay and the Dominguez Channel receiving waters and is a participant in both Watershed Management Groups. El Segundo has participated in the cost sharing for water quality monitoring and reporting as far back as 2012. On September 4, 2018, City Council authorized staff to enter into the MOAs for the Dominguez Channel and Santa Monica Bay Watershed CIMP and WMP administration and cost sharing covering fiscal years 18/19 through 22/23. During that time, both WMGs submitted annual reports to the Regional Board, including all CIMP data collected each year, and provided revised CIMP plans to the Regional Board in March 2023.

Both CIMP MOAs are set to expire in June 2023 and the watershed members have drafted the attached successor MOAs to continue the program another 3 years.

Final cost tables by year have been inserted into this Staff Report. Specific cost detailing is available in the attached MOAs and in the fiscal impact summary table below at the end of the report. With these MOAs, the City of El Segundo agrees to:

- Continue to participate and implement a Coordinated Integrated Monitoring Program and Watershed Management Program in each watershed.
- Retain the City of Los Angeles to perform the CIMP monitoring.
- Share the cost of the CIMP monitoring and WMP administration services for fiscal years 2023-24 through 2025-26 based on tributary areas

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

Objective 4B: El Segundo's technology supports effective, efficient, and proactive operations.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

Objective 5B: El Segundo approaches its work in a financially strategic and responsible

**Administration and Cost Sharing for Implementing the CIMPs and WMPs for  
Watershed Management Groups**

**May 16, 2023**

**Page 4 of 4**

way.

**PREPARED BY:**

Cheryl Ebert, Senior Civil Engineer

**REVIEWED BY:**

Elias Sassoon, Public Works Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Santa Monica Bay J2&J3 MOA 2023-2026
2. Dominguez Channel MOA 2023-2026

## **MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITIES OF EL SEGUNDO AND SANTA MONICA**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR JURISDICTIONAL GROUPS 2 AND 3 OF THE SANTA MONICA BAY WATERSHED**

This Memorandum of Agreement (MOA), including its attachments, exhibits, and schedules, is made and entered into as of July 1<sup>st</sup>, 2023 by and between THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, THE CITY OF EL SEGUNDO, a municipal corporation, and THE CITY OF SANTA MONICA, a municipal corporation. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

### RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2012 National Pollutant Discharge Elimination System MS4 Permit No. R4-2012-0175 on November 8, 2012, which was re-adopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that the LACFCD, the COUNTY, and 84 of the 88 cities within the COUNTY comply with its prescribed elements; and

WHEREAS, the 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires that the COUNTY, LACFCD, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the Permit's requirements pertaining to the PARTIES' collective jurisdictional area in the Santa Monica Bay Jurisdictional Groups 2 and 3 Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of El Segundo and Santa Monica, LACFCD and the COUNTY formed the Santa Monica Bay Jurisdictional Groups 2 and 3 Watershed Management Group (SMB J2/J3 WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the SMB J2/J3 WMG Lead Agency; and

WHEREAS, the PARTIES desired to collaborate on the development of a WMP and a CIMP in accordance with the MS4 Permit for a portion of the Santa Monica Bay Jurisdictional Groups 2 and 3 Watershed Management Area as identified in Exhibit D of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the first WMP was submitted to the Regional Board on June 25, 2015 by the PARTIES and was approved by the Regional Board on April 21, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on April 7, 2023 and was approved by the Regional Board on April 26, 2023; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on November 12, 2015 and was approved by the Regional Board on November 23, 2015; and

WHEREAS, a revised CIMP was submitted to the Regional Board on March 13, 2023 and is pending approval; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS, and authorize the CITY to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2023 and shall remain in effect for three (3) years up to and including June 30, 2026. The MOA may be extended through mutual agreement of the PARTIES.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The PARTIES agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2 and 2A of Exhibit B and WMP-RELATED TASKS in accordance with Tables 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2023, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. WMP-Related Tasks. The CITY will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time to the PARTIES to review the prepared reports. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board.
- d. Contract Administration. The CITY will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. Communication. All communications concerning MONITORING SERVICES, WMP-RELATED TASKS, and CONTRACT ADMINISTRATION under this Agreement shall be directed to the CITY. The CITY will notify, in writing, the PARTIES of any administrative modifications to the PARTIES proportional payment obligations, including, without limitation, under the circumstances identified in Section 8(d).
- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a party to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the CITY may enter into an individual separate agreement with such individual NPDES permittee. The individual NPDES permittee will not become a party to this MOA but will be responsible for its proportionate share of the costs for those

MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTIES' proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment.

- a. Invoicing. The CITY will invoice all PARTIES annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the CITY to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, for the fiscal year, as shown in Exhibit B. The first invoice will be issued in July 2023 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2023 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA.
- b. Annual Payment. Each PARTY shall pay the CITY for their invoice within sixty (60) days of receipt of the invoice from the CITY.
- c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from the CITY shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the CITY shall result in the CITY notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Exhibit B. Contingency funds will be held by the CITY until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.
  - i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall

notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable, but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS and do so using the process defined in Section 9(c).

- ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency, the SMB J2/J3 WMG shall discuss the proposed activity and the SMB J2/J3 WMG will come to a majority consensus, using the process defined in Section 9(c), as to whether to move forward with the use of WMP-RELATED TASKS Contingency and the process for implementation. The CITY shall utilize the WMP-RELATED TASKS Contingency to reimburse the entity responsible for administering the approved WMP-RELATED TASK funded by the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, using the process defined in Section 9(c).
  
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c).
  
- g. Contract Management Fee. The WMP-RELATED TASKS includes a 15% Program Management Fee for administration of this MOA by the CITY. Each PARTY will be assessed its proportionate share of the annual Program Management Fee as shown in Table 3A of Exhibit B.
  
- h. Reconciliation of this MOA. At the end of the MOA, the CITY will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days. Any unexpended funds held by the CITY at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any unexpended funds by the CITY, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:



- a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.
- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES' FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Consensus. The PARTIES agree that consensus in the SMB J2/J3 WMG will be determined by a supermajority (80.24%) voting of the SMB J2/J3 WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of SMB J2/J3 WMG members. Any PARTY that does not respond to a vote within five business days, shall be considered to support the majority consensus.
- d. Participation. Each PARTY shall designate an individual to provide representation at the SMB J2/J3 WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the SMB J2/J3 WMG meetings, and if necessary, responds to email communication.
- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program, to complete those projects. The SMB J2/J3 WMG, led by the CITY, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The SMB J2/J3 WMG will determine which activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the CITY that they do not desire to be part of the activity. The non-participating PARTY will

not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

- f. Trash Assessment. The COUNTY agrees to conduct trash and data collection on Venice Beach on behalf of the CITY and according to the procedures specified in the City of Los Angeles Trash Monitoring and Reporting Program. Data analysis and reporting will be the responsibility of the CITY.
  - i. Trash Assessment Credit. The CITY will credit the COUNTY the amounts shown in Table 4 of Exhibit B for performing trash assessments on Venice Beach on behalf of the City of Los Angeles.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination.

- a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the CITY and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP.
- b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions.

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.
- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.

- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Aura Garcia, President  
Board of Public Works

ATTEST:

By:

\_\_\_\_\_

Holly L. Wolcott  
City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto  
City Attorney

By: \_\_\_\_\_

Adena M. Hopenstand  
Deputy City Attorney

**COUNTY OF LOS ANGELES**

By

\_\_\_\_\_  
Mark Pestrella  
Director of Public Works

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Dawyn R. Harrison  
Interim County Counsel

By

\_\_\_\_\_  
Grace V. Chang, Principal Deputy

\_\_\_\_\_  
Date

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By

\_\_\_\_\_  
Mark Pestrella  
Chief Engineer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Dawyn R. Harrison  
Interim County Counsel

By

\_\_\_\_\_  
Grace V. Chang, Principal Deputy

\_\_\_\_\_  
Date

**CITY OF EL SEGUNDO**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Darrell George

City Manager

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Tracy Weaver  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mark D. Hensley  
  
City Attorney



**CITY OF SANTA MONICA**

Date: \_\_\_\_\_

By: \_\_\_\_\_

David White, City Manager

ATTEST:

By:

\_\_\_\_\_

Denise Anderson-Warren

City Clerk

APPROVED AS TO FORM:

By:

\_\_\_\_\_

Douglas T. Sloan

City Attorney

## **EXHIBIT A**

### **MOA Scope of Work**

The purpose of this MOA is to facilitate compliance by the SMB J2/J3 WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

#### **MONITORING SERVICES**

This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the SMB J2/J3 CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g. trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA.
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements for the Regional Board.

The CITY is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services. MONITORING SERVICES do not include bacterial monitoring along the shoreline of Santa Monica Bay per the Santa Monica Bay Beaches Bacteria TMDL, as these costs will be cost-shared in a separate agreement.

#### **WMP-RELATED TASKS**

This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the cities' efforts in complying with the MS4 Permit. The SMB J2/J3 WMG is required to complete the following activities as part of the SMB J2/J3 Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Report of Waste Discharge (ROWD)
- Adaptive Management
- Trash Monitoring and Reporting Plan (TMRP)
- WMP Revisions
- Website Management ([lastormh2o.org](http://lastormh2o.org))
- California Stormwater Quality Association (CASQA) Membership

Contracts regarding WMP-RELATED TASKS will be administered by the CITY utilizing a consultant(s) selected in coordination with the SMB J2/J3 WMG, unless otherwise determined by the SMB J2/J3 WMG. The CITY will provide subject-matter expertise and project management support to the consultant(s) for the purposes of completing this task.

### **CONTRACT ADMINISTRATION**

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the SMB J2/J3 WMG.
- Manage procurements, contracting, and contract administration for consultants and contractors, with the CITY providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any PARTY.
- Distribute invoices and collect payment from PARTIES.
- Manage the MOA budget.
- Facilitate the preparation of SMB J2/J3 WMG administrative procedures by SMB J2/J3 WMG and ensure compliance with these procedures.
- Annual Reconciliation of WMP-RELATED TASKS under the MOA.

The CONTRACT ADMINISTRATION tasks will be completed by the CITY.

Additional tasks may be identified in the process of complying with the Permit, at which point the SMB J2/J3 WMG would determine the optimal approach to ensuring that the SMB J2/J3 WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

**EXHIBIT B  
MOA Cost Estimates**

**Table 1. Distribution of Combined Annual Implementation Costs (CIMP/WMP/CASQA fee).... 18**

**Table 2. Distribution of Costs for CIMP MONITORING SERVICES..... 18**

**Table 2A. Costs for CIMP MONITORING SERVICES ..... 18**

**Table 3. Distribution of Costs for Implementing WMP-RELATED TASKS (Including CASQA Fees) ..... 19**

**Table 3A. Costs for Implementing WMP-RELATED TASKS ..... 19**

**Table 3B. Distribution of Costs for CASQA Membership Fees..... 19**

**Table 4. Cost of Venice Beach Monitoring by County of Los Angeles for City of Los Angeles ..... 19**

**Table 1. Distribution of Combined Annual Implementation Costs (CIMP/WMP/CASQA fee)**

Agency <sup>1</sup>	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
LACFCD	\$ 42,197	\$ 35,200	\$ 52,024	\$ 129,422
City of Los Angeles	\$ 607,877	\$ 508,324	\$ 748,337	\$ 1,864,538
County of Los Angeles	\$ 1,468	\$ 782	\$ 2,435	\$ 4,685
City of Santa Monica	\$ 159,406	\$ 133,184	\$ 196,404	\$ 488,994
City of El Segundo	\$ 37,894	\$ 31,661	\$ 46,690	\$ 116,245
<b>Total<sup>2</sup></b>	<b>\$ 848,843</b>	<b>\$ 709,151</b>	<b>\$ 1,045,890</b>	<b>\$ 2,603,884</b>

1. Table 1 is the invoicing schedule for each Agency.

2. Total Cost = CIMP Distribution Costs (Table 2) + WMP Distribution Costs (Table 3)

**Table 2. Distribution of Costs for CIMP MONITORING SERVICES**

Agency	Acres	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
LACFCD (5%) <sup>1</sup>	-	-	\$ 32,411	\$ 28,607	\$ 29,231	\$ 90,249
City of Los Angeles	18,934.64	75.02%	\$ 461,999	\$ 407,784	\$ 416,678	\$ 1,286,461
County of Los Angeles	130.40	0.52%	\$ 3,182	\$ 2,808	\$ 2,870	\$ 8,860
City of Santa Monica	4,987.47	19.76%	\$ 121,693	\$ 107,412	\$ 109,755	\$ 338,860
City of El Segundo	1,185.63	4.70%	\$ 28,929	\$ 25,534	\$ 26,091	\$ 80,554
<b>Total</b>	<b>25,238.14</b>	<b>100%</b>	<b>\$ 648,213</b>	<b>\$ 572,147</b>	<b>\$ 584,624</b>	<b>\$ 1,804,984</b>

1. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

**Table 2A. Costs for CIMP MONITORING SERVICES**

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
Labor	\$ 141,900	\$ 129,000	\$ 129,000	\$ 399,900
Lab Analysis	\$ 135,940	\$ 95,787	\$ 95,787	\$ 327,514
Lab Analysis - Data Handling Fee (15%)	\$ 20,391	\$ 14,368	\$ 14,368	\$ 49,127
TIE Analysis	\$ 40,000	\$ 40,000	\$ 40,000	\$ 120,000
Contract Services	\$ 144,000	\$ 130,000	\$ 130,000	\$ 404,000
Equipment	\$ 54,591	\$ 54,591	\$ 54,591	\$ 163,773
Administrative Fee (5%)	\$ 26,841	\$ 23,187	\$ 23,187	\$ 73,216
<b>Sub-Total</b>	<b>\$ 563,663</b>	<b>\$ 486,933</b>	<b>\$ 486,933</b>	<b>\$ 1,537,530</b>
Contingency (15%)	\$ 84,549	\$ 73,040	\$ 73,040	\$ 230,629
Annual Escalation (2.5%)	-	\$ 12,173	\$ 24,651	\$ 36,824
<b>Monitoring Services Cost (Total)</b>	<b>\$ 648,213</b>	<b>\$ 572,147</b>	<b>\$ 584,624</b>	<b>\$ 1,804,984</b>

**Table 3. Distribution of Costs for Implementing WMP-RELATED TASKS (Including CASQA Fees)**

Agency	Acres	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
LACFCD (5%) <sup>1</sup>	-	-	\$ 9,787	\$ 6,593	\$ 22,793	\$ 39,173
City of Los Angeles	18,934.64	75.02%	\$ 143,178	\$ 97,839	\$ 328,959	\$ 569,977
County of Los Angeles	130.40	0.52%	\$ 986	\$ 674	\$ 2,265	\$ 3,925
City of Santa Monica	4,987.47	19.76%	\$ 37,714	\$ 25,771	\$ 86,649	\$ 150,135
City of El Segundo	1,185.63	4.70%	\$ 8,965	\$ 6,126	\$ 20,598	\$ 35,690
<b>Total<sup>2</sup></b>	<b>25,238.14</b>	<b>100%</b>	<b>\$ 200,630</b>	<b>\$ 137,004</b>	<b>\$ 461,266</b>	<b>\$ 798,900</b>

1. LACFCD is responsible for 5% of the Total Cost (excluding CASQA fees), which is subtracted before distributing the cost among the other agencies.

2. Total Cost = WMP Implementation (Table 3A) + CASQA Membership Fees (Table 3B)

**Table 3A. Costs for Implementing WMP-RELATED TASKS**

WMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
Annual and Semi-Annual Reporting	\$ 48,000	\$ 48,000	\$ 48,000	\$ 144,000
WMP Revision/RAA/Adaptive Management	-	-	\$ 200,000	\$ 200,000
Report of Waste Discharge (ROWD)	-	-	\$ 35,000	\$ 35,000
Special Studies/Projects	\$ 100,000	\$ 50,000	\$ 50,000	\$ 200,000
Program Management Fee (15%)	\$ 22,200	\$ 14,700	\$ 49,950	\$ 86,850
<b>Sub-Total</b>	<b>\$ 170,200</b>	<b>\$ 112,700</b>	<b>\$ 382,950</b>	<b>\$ 665,850</b>
Contingency (15%)	\$ 25,530	\$ 16,905	\$ 57,443	\$ 99,878
Annual Escalation (2%)	-	\$ 2,254	\$ 15,471	\$ 17,725
<b>WMP-Related Tasks Cost (Total)</b>	<b>\$ 195,730</b>	<b>\$ 131,859</b>	<b>\$ 455,864</b>	<b>\$ 783,453</b>

**Table 3B. Distribution of Costs for CASQA Membership Fees**

Agency <sup>3</sup>	Acres	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
City of Los Angeles	18,934.64	75.02%	\$ 3,676	\$ 3,860	\$ 4,053	\$ 11,589
County of Los Angeles	130.40	0.52%	\$ 25	\$ 27	\$ 28	\$ 80
City of Santa Monica	4,987.47	19.76%	\$ 968	\$ 1,017	\$ 1,068	\$ 3,053
City of El Segundo	1,185.63	4.70%	\$ 230	\$ 242	\$ 254	\$ 726
<b>Total<sup>4</sup></b>	<b>25,238.14</b>	<b>100%</b>	<b>\$ 4,900</b>	<b>\$ 5,145</b>	<b>\$ 5,402</b>	<b>\$ 15,447</b>

3. LACFCD will retain its own CASQA membership.

4. Assumes 5% escalation per year for CASQA fees.

**Table 4. Cost of Venice Beach Monitoring by County of Los Angeles for City of Los Angeles**

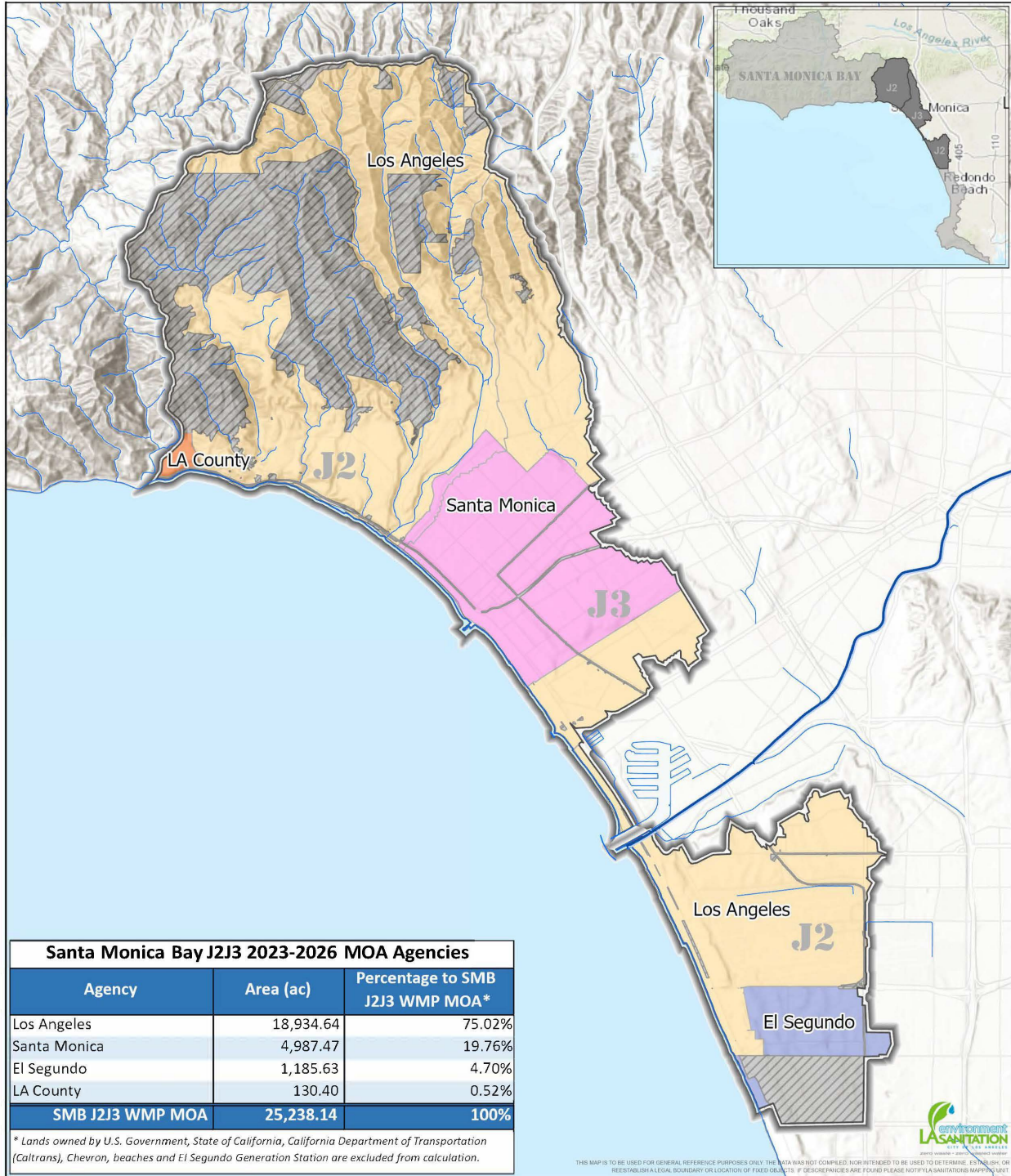
Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
Annual Cost Venice Beach Monitoring	\$ 2,700	\$ 2,700	\$ 2,700	\$ 8,100

Note: Annual cost is credited to the County of Los Angeles annual invoice.

**EXHIBIT C**  
**Santa Monica Bay J2/J3 Watershed MOA**  
**Party Representatives**

1. City of Los Angeles  
Watershed Protection Division  
1149 South Broadway Blvd.  
Los Angeles, CA 90015  
Party Representative: Alfredo Magallanes  
Alfredo.Magallanes@lacity.org  
Phone No.: (213) 485-3958
  
2. County of Los Angeles  
Department of Public Works  
Stormwater Quality Division, Building A-9 East, 1<sup>st</sup> Floor  
1000 South Fremont Ave.  
Alhambra, CA 91803-1331  
Party Representative: Mark Lombos  
mlombos@pw.lacounty.gov  
Phone No.: (626) 300-4665  
Fax: (626) 300-4620
  
3. Los Angeles County Flood Control District  
Department of Public Works  
Stormwater Quality Division, Building A-9 East, 1<sup>st</sup> Floor  
1000 South Fremont Ave.  
Alhambra, CA 91803-1331  
Party Representative: Mark Lombos  
mlombos@pw.lacounty.gov  
Phone No.: (626) 300-4665  
Fax: (626) 300-4620
  
4. City of Santa Monica  
Public Works Department, Engineering and Street Services Division  
1685 Main St., City Hall East, Mail Stop #15  
Santa Monica, CA 90401  
Party Representative: Curtis Castle  
Curtis.Castle@santamonica.gov, www.santamonica.gov  
Phone No.: (310) 458-8721
  
5. City of El Segundo  
Public Works Department  
350 Main Street  
El Segundo, CA 90245  
Party Representative: Lifan Xu, City Engineer  
lxu@elsegundo.org  
Phone No.: (310) 524-2368

## EXHIBIT D Jurisdictional Groups 2 and 3 of the Santa Monica Bay Watershed



**SANTA MONICA BAY WATERSHED J2J3 WMP**  
Agencies Total Area & Percentage

DRAWN BY: NH	DATE CREATED: 2-13-23	CHECKED BY: RT	DATE REVISED: 2-21-23	 <b>KAREN BASS</b> Mayor City of Los Angeles	 <b>BARBARA ROMERO</b> Director and General Manager LA Sanitation & Environment <b>ALFREDO MAGALLANES</b> Division Manager Watershed Protection Division
This map shall not be copied or reproduced, all or any part thereof, whether for distribution or resale, without the proper written permission of the Dept. of Public Works, City of Los Angeles.					

**Note:** LACFCD is also a PARTY to this MOA and is responsible for 5% of the total cost.



**EXHIBIT E  
Reconciliation Template**

[The line items shown in this Exhibit are placeholders and are subject to change.]

**CIMP & WMP RECONCILIATION**

<b>MONITORING SERVICES</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>Total</b>
<b>Budget (MOA)</b>	\$			
<b>Actual</b>	\$			
<b>Balance</b>	\$			

<b>WMP-RELATED TASKS</b>	<b>Budget (MOA)</b>	<b>Actual (To Date)</b>	<b>Balance</b>
<b>Annual and Semi-Annual Reporting</b>	\$		
<b>WMP Revision/RAA/Adaptive Management</b>	\$		
<b>Report of Waste Discharge (ROWD)</b>	\$		
<b>Special Studies/Projects</b>	\$		
<b>Total</b>	\$		

## **MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF LOS ANGELES, THE CITY OF CARSON, THE CITY OF EL SEGUNDO, THE CITY OF HAWTHORNE, THE CITY OF INGLEWOOD, THE CITY OF LAWNSDALE, THE CITY OF LOMITA, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA**

This Memorandum of Agreement (MOA), including its attachments, exhibits and schedules, is made and entered into as of July 1<sup>st</sup>, 2023 by and between THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG), a California Joint Powers Authority, and THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF CARSON, a municipal corporation, THE CITY OF EL SEGUNDO, a municipal corporation, THE CITY OF HAWTHORNE, a municipal corporation, THE CITY OF INGLEWOOD, a municipal corporation, THE CITY OF LAWNSDALE, a municipal corporation, THE CITY OF LOMITA, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

### RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2012 National Pollutant Discharge Elimination System (NPDES) MS4 Permit Order No. R4-2012-0175 on November 8, 2012, which was re-adopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that LACFCD, the COUNTY, and 84 of the 88 cities within Los Angeles County comply with its prescribed elements; and

WHEREAS the 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires that LACFCD, the COUNTY, 85 cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Dominguez Channel Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and LACFCD and the COUNTY formed the Dominguez Channel Watershed Management Group (DC WMG) to collaborate on the CIMP and the WMP in accordance with the MS4 Permit, and the CITY serves as the DC WMG Lead Agency; and

WHEREAS, the PARTIES desire to have the SBCCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this MOA; and

WHEREAS, the PARTIES desire to collaborate on the development of a WMP and CIMP in accordance with the MS4 Permit for a portion of the Dominguez Channel Watershed Management Area as identified in Exhibit D of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the WMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board by the PARTIES on June 29, 2021 and is pending approval; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 18, 2016, and was approved by the Regional Board on July 1, 2016; and

WHEREAS, a revised CIMP was submitted to the Regional Board by the PARTIES on March 11, 2023 and is pending approval; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

WHEREAS, the PARTIES desire to have the SBCCOG: (a) invoice and collect funds from each of the PARTIES to cover the cost of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this MOA;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS and authorize the SBCCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2023 and shall remain in effect for three (3) years up to and including June 30, 2026. The MOA may be extended, through mutual agreement of the PARTIES.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The PARTIES agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2D(i) of Exhibit B and WMP-RELATED TASKS in accordance with Tables 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2023, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. WMP-Related Tasks. The CITY and the SBCCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data

will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time to the PARTIES to review the prepared reports. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board.

- d. Contract Administration. The SBCCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. Communication. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SBCCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the DC WMG Lead Agency. Written notice will be provided to the PARTIES should contact information from the SBCCOG and/or the DC WMG Lead Agency change.
- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a PARTY to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the SBCCOG may enter into an individual separate agreement with such individual NPDES permittee. The individual NPDES permittee will not become a PARTY to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTY's proportional payment obligation shall be modified administratively in Exhibit B.

#### Section 8. Invoicing and Payment

- a. Invoicing. The SBCCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SBCCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SBCCOG's Contract Management Fee, for the fiscal year, as shown in Table 1 of Exhibit B. The first invoice will be issued in July 2023 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1<sup>st</sup>, 2023 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY will invoice the SBCCOG for tasks performed, deducting the CITY's cost portion for such tasks and the CITY's cost portion for the SBCCOG's Contract Management Fee. The CITY shall provide SBCCOG an

accounting of the MONITORING SERVICES, and any WMP-RELATED TASKS completed during each annual payment term consistent with the format as shown in Exhibit E.

- b. Annual Payment. Each PARTY, excluding the CITY, shall pay the SBCCOG for their invoice within sixty (60) days of receipt of the invoice from the SBCCOG.
- c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SBCCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SBCCOG shall result in the SBCCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Table 1 of Exhibit B. Contingency funds will be held by SBCCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.
  - i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable, but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to the SBCCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS and do so using the process defined in Section 9(c).

- ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency, the DC WMG shall discuss the proposed activity and the DC WMG will come to a majority consensus, using the process defined in Section 9(c), as to whether to move forward with the use of WMP-RELATED TASKS Contingency and the process for implementation. The SBCCOG shall utilize the WMP-RELATED TASKS Contingency to reimburse the entity responsible for administering the approved WMP-RELATED TASK funded by the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, using the process defined in Section 9(c).
  
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS in order to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SBCCOG before shifting these funds.
  
- g. Contract Management Fee. The SBCCOG will receive a Contract Management Fee of \$50,000 per year for administration of this MOA by the SBCCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.
  
- h. Reconciliation of this MOA. At the end of the MOA, the SBCCOG will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days. Any unexpended funds held by SBCCOG at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any unexpended funds by the SBCCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

- a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation in their possession that the CITY, in

its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.

- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES' FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours' advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Consensus. The PARTIES agree that consensus in the DC WMG will be determined by a majority (50%) voting of the DC WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an e-mail vote of DC WMG members. Any PARTY that does not respond to a vote within five (5) business days shall be considered to support the majority consensus.
- d. Participation. Each PARTY shall designate an individual to provide representation at the DC WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the DC WMG meetings and, if necessary, responds to e-mail communication.
- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program, to complete those projects. The DC WMG, led by the DC WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The DC WMG will determine which activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the SBCCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete



the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination

- a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SBCCOG and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP. Upon withdrawal by the SBCCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SBCCOG's responsibilities under this MOA.
- b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

## Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. Administration. For the purposes of this MOA, the PARTIES and SBCCOG hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SBCCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SBCCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.

- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Mark Pestrella, Director of Public Works

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Dawyn R. Harrison  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
Mark Pestrella, Chief Engineer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Dawyn R. Harrison  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**CITY OF CARSON**

By \_\_\_\_\_  
David C. Roberts  
City Manager

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
Dr. Khaleah K. Bradshaw  
City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**CITY OF EL SEGUNDO**

By \_\_\_\_\_  
Darrell George  
City Manager

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Tracy Weaver  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Mark D. Hensley  
City Attorney

\_\_\_\_\_  
Date

**CITY OF LAWNSDALE**

By \_\_\_\_\_  
Sean M. Moore  
City Manager

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
Erica Harbison  
City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Gregory Murphy  
City Attorney

\_\_\_\_\_  
Date



**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Aura Garcia, President  
Board of Public Works

ATTEST:

\_\_\_\_\_  
Holly Wolcott  
Interim City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto  
City Attorney

By: \_\_\_\_\_  
Adena M. Hopenstand  
Deputy City Attorney

**CITY OF HAWTHORNE**

By \_\_\_\_\_  
Vontray Norris  
City Manager

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
Dayna Williams-Hunter  
City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Robert Kim  
City Attorney

\_\_\_\_\_  
Date

**CITY OF INGLEWOOD**

By \_\_\_\_\_  
James T. Butts, Jr.  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
Aisha L. Thompson  
City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Kenneth R. Campos  
City Attorney

\_\_\_\_\_  
Date

**CITY OF LOMITA**

By \_\_\_\_\_  
Barry M. Waite  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
Kathleen Horn-Gregory  
City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Trevor Rusin  
City Attorney

\_\_\_\_\_  
Date

**South Bay Cities Council of Governments**

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Counsel for the SBCCOG

## **EXHIBIT A MOA Scope of Work**

The purpose of this MOA is to facilitate compliance by the DC WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

### **MONITORING SERVICES**

This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the DC CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Urban Lakes Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g., trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements set by the Regional Board.

The CITY is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

### **WMP-RELATED TASKS**

This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the Parties' efforts in complying with the MS4 Permit. The DC WMG is required to complete the following activities as part of the DC Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Report of Waste Discharge (ROWD)
- Adaptive Management
- WMP Revisions
- Website management ([lastormh2o.org](http://lastormh2o.org))
- California Stormwater Quality Association (CASQA) Membership

Contracts regarding WMP-RELATED TASKS will be administered by the SBCCOG utilizing a consultant(s) selected in coordination with the DC WMG, unless otherwise determined by the DC WMG. The lead agency of the DC WMG will provide subject-matter expertise and project

management support to the SBCCOG and its consultant(s) for the purposes of completing this task.

### **CONTRACT ADMINISTRATION**

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the DC WMG
- Manage procurements, contracting, and contract administration for consultants and contractors, with the DC WMG Lead Agency providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any Party.
- Distribute invoices and collect payment from Parties
- Pay invoices from the CITY, upon receipt of invoice, as established in section 8(a) of the MOA
- Manage the MOA budget in coordination with the DC WMG Lead Agency
- Facilitate the preparation of DC WMG administrative procedures by DC WMG and ensure compliance with these procedures
- Annual Reconciliation of WMP-related tasks under the MOA

The CONTRACT ADMINISTRATION tasks will be completed by SBCCOG.

Additional tasks may be identified in the process of complying with the MS4 Permit, at which point the DC WMG would determine the optimal approach to ensuring that the DC WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

**EXHIBIT B  
MOA Cost Estimate Tables**

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**Table 4. Distribution of SBCCOG Contract Management Fees..... 30**



**Table 1. CIMP/WMP Implementation Invoicing Schedule**

Agency	July 2023	July 2024	July 2025	Total Invoiced (3 years)
<b>Total Cost of DC MOA</b>	<b>\$1,187,607</b>	<b>\$1,130,042</b>	<b>\$1,471,697</b>	<b>\$3,789,346</b>
LACFCD	\$56,258	\$55,291	\$72,552	\$184,101
City of Los Angeles	\$477,047	\$453,843	\$579,776	\$1,510,666
County of Los Angeles	\$162,863	\$154,571	\$203,613	\$521,047
City of Carson	\$249,069	\$236,327	\$312,456	\$797,852
City of El Segundo	\$18,692	\$17,639	\$25,242	\$61,573
City of Hawthorne	\$58,095	\$54,827	\$78,454	\$191,376
City of Inglewood	\$57,980	\$54,718	\$78,298	\$190,996
City of Lawndale	\$18,801	\$17,743	\$25,389	\$61,933
City of Lomita	\$88,802	\$85,083	\$95,917	\$269,802

**Note:**

Total Cost = Total CIMP (Table 2) + Total WMP (Table 3) + SBCCOG Fee (Table 4)

**Table 2. Distribution of Total CIMP Implementation Costs**

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
<b>Total Estimated Cost of CIMP</b>	<b>\$873,000</b>	<b>\$842,000</b>	<b>\$884,000</b>	<b>\$2,599,000</b>
LACFCD	\$51,113	\$50,100	\$52,598	\$153,811
City of Los Angeles	\$358,996	\$345,943	\$363,199	\$1,068,138
County of Los Angeles	\$115,628	\$111,398	\$116,956	\$343,982
City of Carson	\$175,536	\$169,117	\$177,553	\$522,206
City of El Segundo	\$11,010	\$10,618	\$11,149	\$32,777
City of Hawthorne	\$34,219	\$33,004	\$34,651	\$101,874
City of Inglewood	\$34,152	\$32,939	\$34,582	\$101,673
City of Lawndale	\$11,075	\$10,681	\$11,213	\$32,969
City of Lomita	\$81,271	\$78,200	\$82,099	\$241,570

**Note:**

Total Cost = Universal Costs (Shared Items) + Dominguez Channel Watershed Costs + Machado Lake Watershed Costs + LA Harbor Costs.

**Table 2A. Distribution of Universal CIMP Costs (Shared Items)**

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
<b>Universal Costs (shared)</b>	<b>50,444.88</b>	<b>100%</b>	<b>\$427,770</b>	<b>\$412,580</b>	<b>\$433,160</b>	<b>\$1,273,510</b>
LACFCD <sup>1</sup>	--	--	\$21,388	\$20,629	\$21,658	\$63,675
City of Los Angeles	19,243.21	38.15%	\$155,022	\$149,518	\$156,976	\$461,516
County of Los Angeles	7,699.69	15.26%	\$62,028	\$59,826	\$62,810	\$184,664
City of Carson	11,986.38	23.76%	\$96,562	\$93,133	\$97,778	\$287,473
City of El Segundo	1,252.18	2.48%	\$10,088	\$9,729	\$10,215	\$30,032
City of Hawthorne	3,891.93	7.72%	\$31,353	\$30,240	\$31,748	\$93,341
City of Inglewood	3,884.28	7.70%	\$31,292	\$30,180	\$31,686	\$93,158
City of Lawndale	1,259.51	2.50%	\$10,147	\$9,786	\$10,274	\$30,207
City of Lomita	1,227.70	2.43%	\$9,890	\$9,539	\$10,015	\$29,444

<sup>1</sup> LACFCD is responsible for 5% of the Universal Costs, which is subtracted before distributing the cost among the other agencies.

**Table 2A(i). Universal CIMP Costs (Shared Items)**

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$50,000	\$45,000	\$50,000
Laboratory Analysis	\$153,152	\$142,642	\$147,406
Laboratory Data Handling Fee (15%)	\$22,973	\$21,396	\$22,111
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)	\$40,000	\$40,000	\$40,000
Contract Services	\$70,000	\$70,000	\$70,000
Equipment	\$18,136	\$15,373	\$14,082
Administrative Fee (5%)	\$17,713	\$16,721	\$17,180
<b>Sub-Total</b>	<b>\$371,974</b>	<b>\$351,132</b>	<b>\$360,779</b>
Annual Escalation (2.5%)	--	\$8,778	\$18,264
Contingency (15%)	\$55,796	\$52,670	\$54,117
<b>Total</b>	<b>\$427,770</b>	<b>\$412,580</b>	<b>\$433,160</b>

**Table 2B. Distribution of Dominguez Channel Watershed Monitoring Costs**

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
<b>DC Watershed Monitoring</b>	<b>33,785.82</b>	<b>100%</b>	<b>\$26,190</b>	<b>\$25,260</b>	<b>\$26,520</b>	<b>\$77,970</b>
LACFCD <sup>1</sup>	--	--	\$1,309	\$1,264	\$1,326	\$3,899
City of Los Angeles	5,986.68	38.15%	\$4,409	\$4,252	\$4,464	\$13,125
County of Los Angeles	6,755.80	15.26%	\$4,975	\$4,798	\$5,038	\$14,811
City of Carson	10,755.44	23.76%	\$7,921	\$7,639	\$8,020	\$23,580
City of El Segundo	1,252.18	2.48%	\$922	\$889	\$934	\$2,745
City of Hawthorne	3,891.93	7.72%	\$2,866	\$2,764	\$2,903	\$8,533
City of Inglewood	3,884.28	7.70%	\$2,860	\$2,759	\$2,896	\$8,515
City of Lawndale	1,259.51	2.50%	\$928	\$895	\$939	\$2,762

<sup>1</sup> LACFCD is responsible for 5% of the Dominguez Channel Watershed Cost, which is subtracted before distributing the cost among the other agencies.

**Table 2B(i). Dominguez Channel Watershed Monitoring Costs**

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$5,000	\$5,000	\$5,000
Laboratory Analysis	\$9,377	\$8,453	\$9,020
Laboratory Data Handling Fee (15%)	\$1,407	\$1,268	\$1,353
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)	--	--	--
Contract Services	\$5,000	\$5,000	\$5,000
Equipment	\$906	\$753	\$664
Administrative Fee (5%)	\$1,084	\$1,024	\$1,052
<b>Sub-Total</b>	<b>\$22,774</b>	<b>\$21,498</b>	<b>\$22,089</b>
Annual Escalation (2.5%)	--	\$537	\$1,118
Contingency (15%)	\$3,416	\$3,225	\$3,313
<b>Total</b>	<b>\$26,190</b>	<b>\$25,260</b>	<b>\$26,520</b>

**Table 2C. Distribution of Machado Lake Watershed Monitoring Costs**

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
<b>Machado Lake Watershed Monitoring<sup>1</sup></b>	<b>5,228.39</b>	<b>100%</b>	<b>\$323,883</b>	<b>\$311,540</b>	<b>\$327,080</b>	<b>\$962,503</b>
LACFCD <sup>2</sup>	--	--	\$16,194	\$15,577	\$16,354	\$48,125
City of Los Angeles	1,998.43	38.22%	\$117,607	\$113,125	\$118,768	\$349,500
County of Los Angeles	809.66	15.49%	\$47,648	\$45,832	\$48,119	\$141,599
City of Carson	1,207.37	23.09%	\$71,053	\$68,345	\$71,755	\$211,153
City of Lomita	1,212.93	23.20%	\$71,381	\$68,661	\$72,084	\$212,126
<b>Wilmington Drain Bed Sediment Monitoring (LACFCD)<sup>3</sup></b>			<b>\$7,857</b>	<b>\$8,420</b>	<b>\$8,840</b>	<b>\$25,117</b>

<sup>1</sup> Machado Lake Watershed Monitoring includes: In-Lake monitoring for the Nutrients & Toxics TMDLs, Non-Stormwater Outfall Monitoring, Stormwater Outfall Monitoring in Project 510 and 77 drains, and Dry & Wet Weather monitoring in Wilmington Drain.

<sup>2</sup> LACFCD is responsible for 5% of Machado Lake Watershed Monitoring cost which is subtracted before distributing the cost among the other agencies.

<sup>3</sup> LACFCD is responsible for 100% of Wilmington Drain Bed Sediment Monitoring.

**Table 2C(i). Machado Lake Watershed Monitoring Costs**

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$45,000	\$40,000	\$45,000
Laboratory Analysis	\$170,521	\$164,065	\$166,784
Laboratory Data Handling Fee (15%)	\$25,578	\$24,610	\$25,018
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)	--	--	--
Contract Services	\$20,000	\$20,000	\$20,000
Equipment	\$13,634	\$10,664	\$9,663
Administrative Fee (5%)	\$13,737	\$12,967	\$13,323
<b>Sub-Total</b>	<b>\$288,470</b>	<b>\$272,306</b>	<b>\$279,788</b>
Annual Escalation (2.5%)	--	\$6,808	\$14,164
Contingency (15%)	\$43,270	\$40,846	\$41,968
<b>Total</b>	<b>\$331,740</b>	<b>\$319,960</b>	<b>\$335,920</b>

**Table 2D. Distribution of LA Harbor Watershed Monitoring Costs**

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
<b>LA Harbor Monitoring</b>	<b>11,392.33</b>	<b>100%</b>	<b>\$87,300</b>	<b>\$84,200</b>	<b>\$88,400</b>	<b>\$259,900</b>
LACFCD <sup>1</sup>	--	--	\$4,365	\$4,210	\$4,420	\$12,995
City of Los Angeles	11,258.10	98.82%	\$81,958	\$79,048	\$82,991	\$243,997
County of Los Angeles	134.23	1.18%	\$977	\$942	\$989	\$2,908

<sup>1</sup> LACFCD is responsible for 5% of the LA Harbor Cost, which is subtracted before distributing the cost among the other agencies.

**Notes:**

LA Harbor Monitoring includes the cost of monitoring the Main Ship Channel (HW-07).

Monitoring for the LA Harbor Bacteria TMDL at Cabrillo Beach (CB-01 and CB-02) is the sole responsibility of City of Los Angeles.

Monitoring for the Greater Harbors portion of the Dominguez Channel Toxics TMDL is funded under a separate MOA.

The cities of Carson (23.57 ac) and Lomita (14.77 ac) have small portions of land within the LA Harbor sub-watershed; but are not included in the cost sharing.

**Table 2D(i). LA Harbor Watershed Monitoring Costs**

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$10,000	\$10,000	\$10,000
Laboratory Analysis	\$54,172	\$50,650	\$52,281
Laboratory Data Handling Fee (15%)	\$8,126	\$7,598	\$7,842
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)	--	--	--
Contract Services	--	--	--
Equipment	--	--	--
Administrative Fee (5%)	\$3,615	\$3,412	\$3,506
<b>Sub-Total</b>	<b>\$75,913</b>	<b>\$71,660</b>	<b>\$73,629</b>
Annual Escalation (2.5%)	--	\$1,791	\$3,727
Contingency (15%)	\$11,387	\$10,749	\$11,044
<b>Total</b>	<b>\$87,300</b>	<b>\$84,200</b>	<b>\$88,400</b>

**Table 3. Distribution of WMP Implementation Costs**

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
<b>Total Estimated Cost of WMP<sup>1</sup></b>	<b>\$264,607</b>	<b>\$238,042</b>	<b>\$537,697</b>	<b>\$1,040,346</b>
LACFCD <sup>2</sup>	\$2,645	\$2,691	\$17,454	\$22,790
City of Los Angeles	\$99,931	\$89,780	\$198,457	\$388,168
County of Los Angeles	\$39,985	\$35,923	\$79,407	\$155,315
City of Carson	\$62,246	\$55,923	\$123,616	\$241,785
City of El Segundo	\$6,503	\$5,842	\$12,914	\$25,259
City of Hawthorne	\$20,211	\$18,158	\$40,138	\$78,507
City of Inglewood	\$20,171	\$18,122	\$40,059	\$78,352
City of Lawndale	\$6,540	\$5,876	\$12,990	\$25,406
City of Lomita	\$6,375	\$5,727	\$12,662	\$24,764

<sup>1</sup> Total Cost = WMP Implementation (Table 3A) + CASQA Membership Fees (Table 3B)

<sup>2</sup> LACFCD is responsible for 5% of WMP Revision/RAA/Adaptive Management + Special Studies/Projects (including Program Management, Annual Escalation, and Contingency), which is subtracted before distributing the cost among the other agencies. LACFCD does not participate in the cost of the other WMP components.

**Table 3A. WMP Implementation Costs**

WMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Semi-Annual Progress Report (June)	\$35,000	\$35,000	\$35,000	\$105,000
Annual Reporting Package (December) <sup>1</sup>	\$75,000	\$75,000	\$75,000	\$225,000
WMP Revision/RAA/Adaptive Management	--	--	\$215,000	\$215,000
Report of Waste Discharge (ROWD)	\$24,000	--	--	\$24,000
Special Studies/Projects	\$40,000	\$40,000	\$40,000	\$120,000
Program Management (15%)	\$26,100	\$22,500	\$54,750	\$103,350
<b>Sub-Total</b>	<b>\$200,100</b>	<b>\$172,500</b>	<b>\$419,750</b>	<b>\$792,350</b>
Annual Escalation (2%)	--	\$3,450	\$16,958	\$20,408
Contingency (15%)	\$30,015	\$25,875	\$62,962	\$118,852
<b>Total</b>	<b>\$230,115</b>	<b>\$201,825</b>	<b>\$499,670</b>	<b>\$931,610</b>

<sup>1</sup> Annual Reporting Package includes semi-annual WMP Progress Report.

**Table 3B. Distribution of CASQA Membership Fees**

Agency <sup>1</sup>	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
<b>Total CASQA Fees<sup>2</sup></b>	<b>50,444.88</b>	<b>100%</b>	<b>\$34,492</b>	<b>\$36,217</b>	<b>\$38,027</b>	<b>\$108,736</b>
City of Los Angeles	19,243.21	38.15%	\$13,158	\$13,816	\$14,506	\$41,480
County of Los Angeles	7,699.69	15.26%	\$5,265	\$5,528	\$5,804	\$16,597
City of Carson	11,986.38	23.76%	\$8,196	\$8,606	\$9,035	\$25,837
City of El Segundo	1,252.18	2.48%	\$856	\$899	\$944	\$2,699
City of Hawthorne	3,891.93	7.72%	\$2,661	\$2,794	\$2,934	\$8,389
City of Inglewood	3,884.28	7.70%	\$2,656	\$2,789	\$2,928	\$8,373
City of Lawndale	1,259.51	2.50%	\$861	\$904	\$950	\$2,715
City of Lomita	1,227.70	2.43%	\$839	\$881	\$926	\$2,646

<sup>1</sup> LACFCD retains its own separate CASQA membership.

<sup>2</sup> Assumes 5% annual escalation.

**Table 4. Distribution of SBCCOG Contract Management Fees**

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
<b>Total SBCCOG Fees</b>	<b>50,444.88</b>	<b>100%</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$150,000</b>
LACFCD <sup>1</sup>	--	--	\$2,500	\$2,500	\$2,500	\$7,500
City of Los Angeles	19,243.21	38.15%	\$18,120	\$18,120	\$18,120	\$54,360
County of Los Angeles	7,699.69	15.26%	\$7,250	\$7,250	\$7,250	\$21,750
City of Carson	11,986.38	23.76%	\$11,287	\$11,287	\$11,287	\$33,861
City of El Segundo	1,252.18	2.48%	\$1,179	\$1,179	\$1,179	\$3,537
City of Hawthorne	3,891.93	7.72%	\$3,665	\$3,665	\$3,665	\$10,995
City of Inglewood	3,884.28	7.70%	\$3,657	\$3,657	\$3,657	\$10,971
City of Lawndale	1,259.51	2.50%	\$1,186	\$1,186	\$1,186	\$3,558
City of Lomita	1,227.70	2.43%	\$1,156	\$1,156	\$1,156	\$3,468

<sup>1</sup> LACFCD is responsible for 5% of the Total SBCCOG Fee, which is subtracted before distributing the cost among the other agencies.

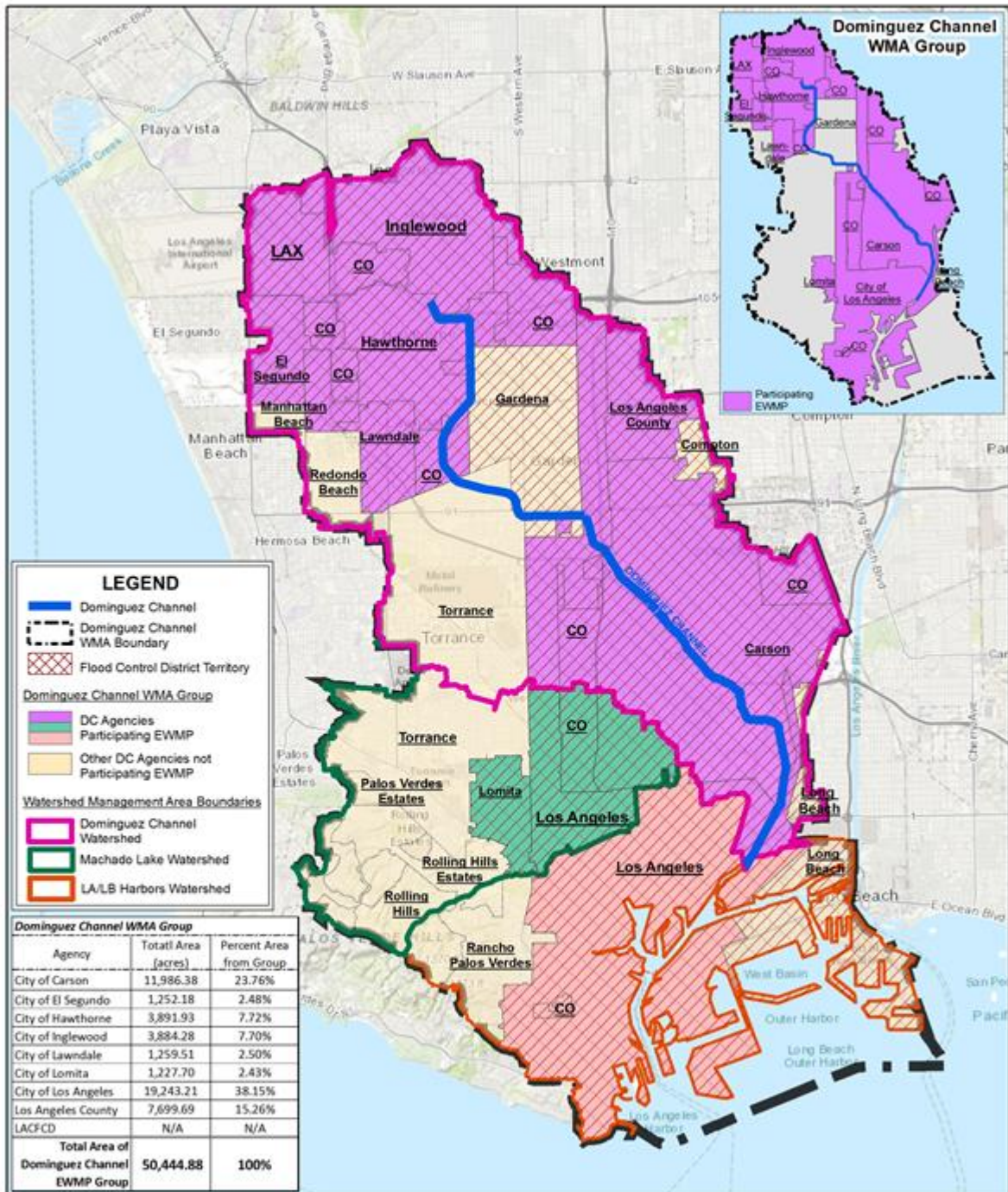
**EXHIBIT C**  
**Dominguez Channel WMP/CIMP Responsible Agencies Representatives and**  
**SBCCOG Contact**

<b>Agency Address</b>	<b>Agency Contact</b>
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Alfredo Magallanes E-mail: <a href="mailto:alfredo.magallanes@lacity.org">alfredo.magallanes@lacity.org</a> Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 <sup>st</sup> Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Mark Lombos E-mail: <a href="mailto:mlombos@pw.lacounty.gov">mlombos@pw.lacounty.gov</a> Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 <sup>st</sup> Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Jalaine Verdiner E-mail: <a href="mailto:jquintr@pw.lacounty.gov">jquintr@pw.lacounty.gov</a> Phone: (626) 300-4666
City of Carson Office of the City Manager 701 E. Carson Street Carson, CA 90749	David C. Roberts, City Manager E-mail: <a href="mailto:droberts@carsonca.gov">droberts@carsonca.gov</a> Phone: (310) 310-952-1730  Roland Jen E-mail: <a href="mailto:rjen@carsonca.gov">rjen@carsonca.gov</a> Phone: (310) 952-1700 ext. 1814
City of El Segundo 350 Main Street El Segundo, CA 90245-3895	Lifan Xu E-mail: <a href="mailto:lxu@elsegundo.org">lxu@elsegundo.org</a> Phone: (310) 524-2368
City of Hawthorne 4455 West 126 <sup>th</sup> Street Hawthorne, CA 90250-4482	Heecheol Kwon E-mail: <a href="mailto:hkwon@cityofhawthorne.org">hkwon@cityofhawthorne.org</a> Phone: (310) 349-2980  Akbar Farokhi, Public Works Director E-mail: <a href="mailto:afarokhi@cityofhawthorne.org">afarokhi@cityofhawthorne.org</a> Phone: (310) 349-2985



<p>City of Inglewood 1 W. Manchester Blvd., 3<sup>rd</sup> Floor Inglewood, CA 90301-1750</p>	<p>Lauren Amimoto E-mail: <a href="mailto:lamimoto@cityofinglewood.org">lamimoto@cityofinglewood.org</a> Phone: (310) 412-5192</p> <p>Thomas Lee E-mail: <a href="mailto:tlee@cityofinglewood.org">tlee@cityofinglewood.org</a> Phone: (310) 412-5333</p>
<p>City of Lawndale Office of the City Manager 14717 Burin Avenue Lawndale, CA 90260</p>	<p>Sean M. Moore E-mail: <a href="mailto:smoore@lawndalecity.org">smoore@lawndalecity.org</a> Phone: (310) 371-3202 Fax: (310) 371-8877</p>
<p>City of Lomita 24300 Narbonne Avenue Lomita, CA 90717</p>	<p>Ryan Smoot, City Manager E-mail: <a href="mailto:r.smoot@lomita.city.com">r.smoot@lomita.city.com</a> Phone: (310) 325-7110 ext. 115 Fax: (310) 325-4024</p>
<p>South Bay Council of Governments 20285 S. Western Ave., #100 Torrance, CA 90501</p>	<p>Jacki Bacharach, Executive Director E-mail: <a href="mailto:jacki@southbaycities.org">jacki@southbaycities.org</a> Phone: (310) 293-2612</p>

# EXHIBIT D Dominguez Channel Watershed Management Area Group



**Dominguez Channel Watershed Management Area Group**

DRAWN BY: NH	DATE CREATED: 6-18-13	CHECKED BY: DP	DATE REVISED: 5-17-18	ENRIQUE C. ZALDIVAR DIRECTOR BUREAU OF SANITATION SHAHRAM KHARAGHANI PROGRAM MANAGER WATERSHED PROTECTION DIVISION
This map shall not be copied or reproduced, all or any part thereof, whether for distribution or resale, without the proper written permission of the Dept. of Public Works, City of Los Angeles Data Source: City of Los Angeles, Esri Basemap <a href="http://www.saninfo.com/FILES/Dominguez_Channel/DC_WMA/DC_WMA_Group.pdf">http://www.saninfo.com/FILES/Dominguez_Channel/DC_WMA/DC_WMA_Group.pdf</a>				

**EXHIBIT E  
Reconciliation Template**

[the line items shown in this Exhibit are placeholders and are subject to change]

**CIMP & WMP RECONCILIATION**

<b>MONITORING SERVICES</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>Total</b>
<b>Budget (MOA)</b>	\$			
<b>Actual</b>	\$			
<b>Balance</b>	\$			

<b>WMP-RELATED TASKS</b>	<b>Budget (MOA)</b>	<b>Actual (To Date)</b>	<b>Balance</b>
<b>Semi-Annual Progress Report</b>	\$		
<b>Annual Reporting Package</b>	\$		
<b>WMP Revision/RAA/Adaptive Management</b>	\$		
<b>Report of Waste Discharge (ROWD)</b>	\$		
<b>Special Studies/Projects</b>	\$		
<b>Total</b>	\$		

**IIP CONTRACTS**

<b>NPDES Permittee</b>	<b>Contract Amount</b>	<b>Balance</b>
	\$	



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Consent

Item Number: B.14

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### TITLE:

Nash Street Exchange Traffic Signal Transfer and License Agreement

### RECOMMENDATION:

1. Authorize the City Manager to execute a Traffic Signal Transfer and License Agreement between the City of El Segundo, the Nash Street Exchange Developer, and the Nash Street Exchange Landowners.
2. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

Included in the Adopted FY 2022-23 Budget.

This additional signal light will increase the City's future maintenance costs by approximately \$500 per year, as part of the City's traffic signal system.

Amount Budgeted: \$500

Additional Appropriation: None.

Account Number(s): 001-400-4205-6206 (Traffic and Safety Contractual Service)

### BACKGROUND:

On September 14, 2017, the El Segundo Planning Commission adopted Resolution No. 2826, approving the construction of three new buildings to replace the parking lot formerly used by Raytheon located at 2100 to 2198 E. El Segundo Boulevard. This construction development is known as the Nash Street Exchange. As part of the conditions of approval for the Nash Street Exchange project, a new signalized intersection was constructed by the developer. At this time, the applicant is seeking the approval of a Traffic Signal Transfer and License Agreement to transfer ownership and maintenance of the newly installed traffic signals to the City, per the development project's conditions of approval.

# **Nash Street Exchange Traffic Signal Transfer and License Agreement**

**May 16, 2023**

**Page 2 of 2**

## **DISCUSSION:**

The traffic signal was completed in May, 2022 and inspected by City of El Segundo and County of Los Angeles Public Works. The Public Works Staff, in coordination with the City Attorney's office and the developer and landowners, prepared the attached proposed Traffic Signal Transfer and License Agreement. Staff recommends the City Council authorize the execution of this agreement. Subsequent to the City Council approving the agreement, all necessary signatures will be obtained and the agreement will be recorded in the County Recorder's Office.

## **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

### **PREPARED BY:**

James Rice, Associate Engineer

### **REVIEWED BY:**

Elias Sassoon, Public Works Director

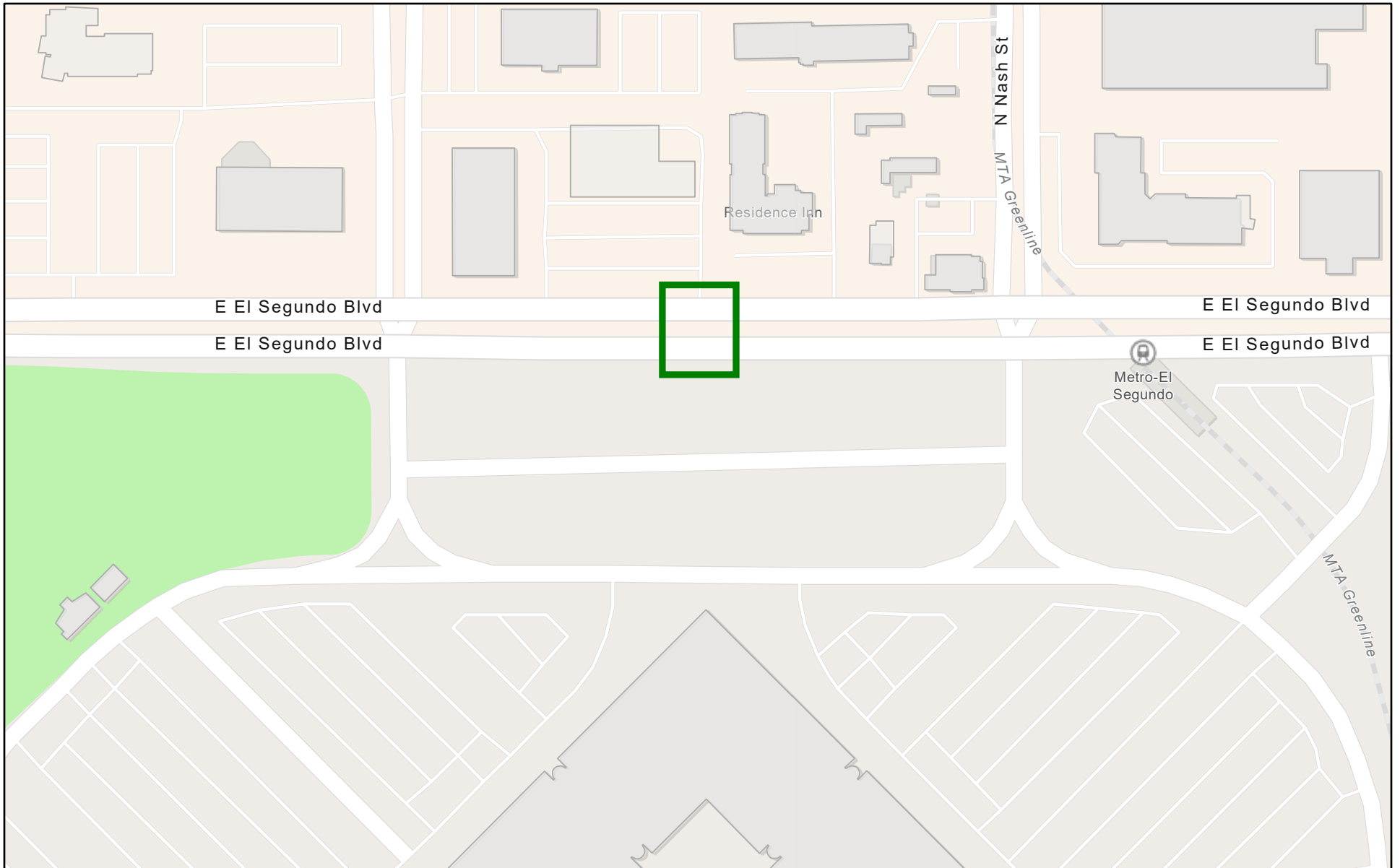
### **APPROVED BY:**

Barbara Voss, Deputy City Manager

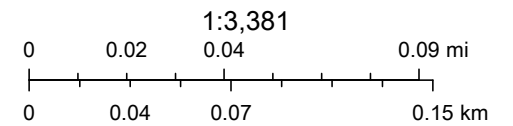
## **ATTACHED SUPPORTING DOCUMENTS:**

1. Location Map
2. Vicinity Map
3. Traffic Signal Transfer and License Agreement

# Location Map - Nash Street Exchange Traffic Signal Transfer and License Agreement

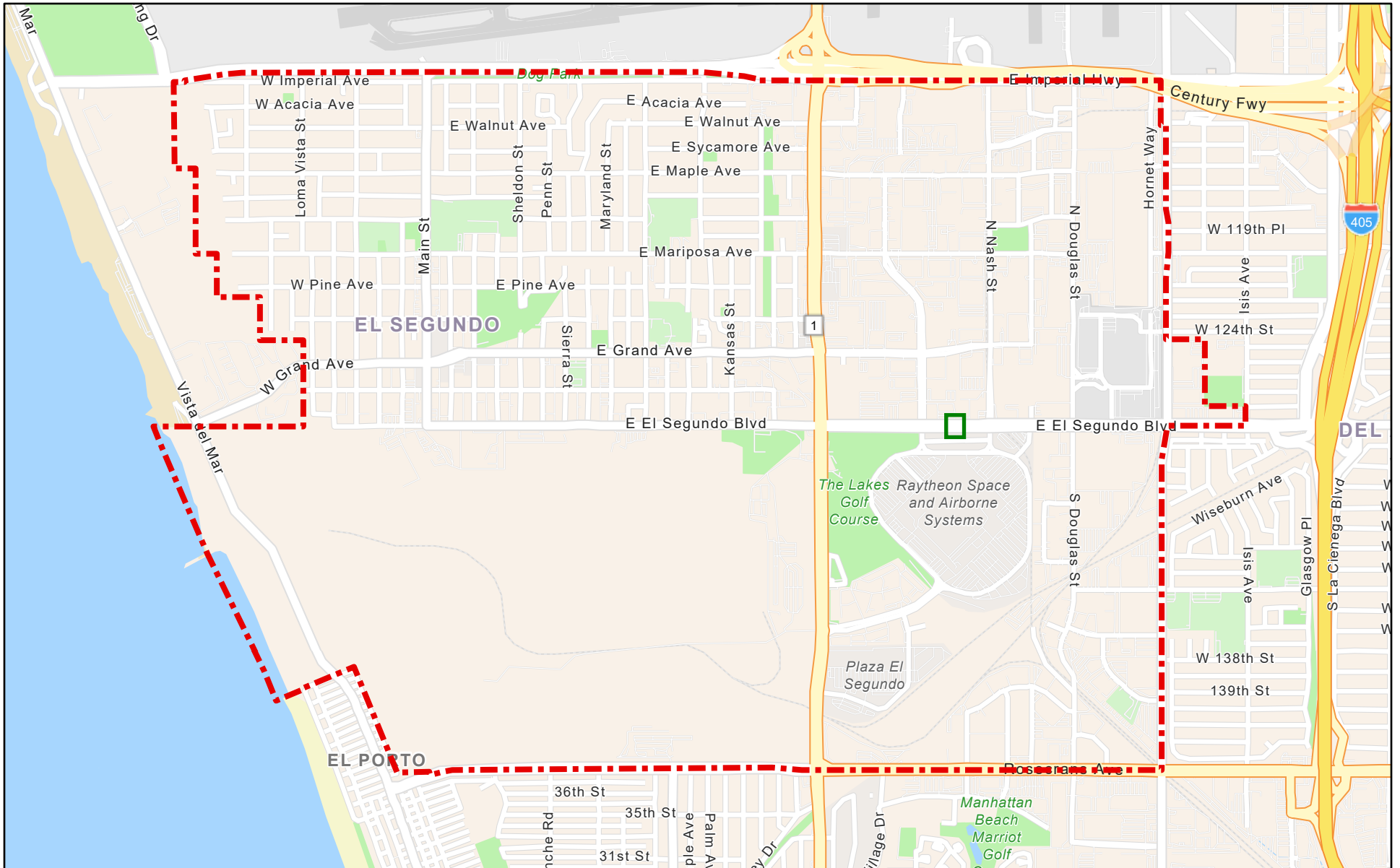


5/4/2023



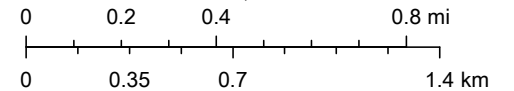
Esri Community Maps Contributors, City of El Segundo, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE,

# Vicinity Map - Nash Street Exchange Traffic Signal Transfer and License Agreement



5/4/2023

1:30,816



City of El Segundo, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

RECORDING REQUESTED BY:

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

AND WHEN RECORDED RETURN TO:

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

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

[Space Above This Line For Recorder’s Use]

**SIGNAL TRANSFER AND LICENSE AGREEMENT**

This Signal Transfer and License Agreement (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and among the City of El Segundo, an incorporated municipality of the State of California (“**City**”), CDC Mar Retail I LLC, a California limited liability company (“**Mar CDC**”), and Goodyear Golden, LLC, a Delaware limited liability company (“**Goodyear**”), 2020 Industrial, LLC, a California limited liability company (“**2020**”), CCT-AMP, LLC, a California limited liability company (“**CCT**”) and Denby Knox Holding Company, LLC, a Delaware limited liability company (“**Denby**”), subject to the terms, covenants and conditions set forth hereinbelow. Goodyear, 2020, CCT and Denby are hereinafter collectively referred to as “**Landowner**”. City, Mar CDC and Landowner are sometimes hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**.”

**RECITALS:**

A. Landowner is the owner of certain real property located at 2101 E. El Segundo Blvd., El Segundo, CA 90245 and described on the attached Exhibit A (the “**Landowner Property**”).

B. Mar CDC owns certain real property adjacent to the Landowner Property and described on the attached Exhibit B (hereinafter the “**Mar CDC Property**”). The Mar CDC Property has a street address of 2100 E. El Segundo Blvd., El Segundo, CA 90245.

C. Chevron Pipe Line Company, a Delaware corporation (“**Chevron**”), is the present owner of a right-of-way above, under, through and along a ten (10) feet wide strip of land within the Landowner Property (the “**Right-of-Way**”), pursuant to that certain Grant Deed (“**Grant Deed**”) recorded June 30, 1969 as Instrument No. 759 in book D4419, page 266 of the official records of Los Angeles County (the “**Official Records**”).



D. Mar CDC has installed two traffic signals on poles (the “**Traffic Signals**”) within the Right-of-Way in the area which is legally described and depicted on the attached Exhibit C (the “**Traffic Signal Facilities Area**”). The Traffic Signals were installed by CDC Mar pursuant to the terms of that certain Encroachment Agreement entered into by CDC Mar and Chevron (the “**Encroachment Agreement**”), dated September 10, 2021 and recorded on October 8, 2021 as Instrument No. 20211525535 in the Official Records.

E. Mar CDC now desires to transfer the ownership and maintenance of the Traffic Signals, including all equipment and appurtenances thereto (collectively, the “**Traffic Signal Facilities**”) to City.

F. City now desires to obtain from Landowner a permanent non-exclusive license over the Traffic Signal Facilities Area, in order to operate, repair and maintain the Traffic Signal Facilities and perform the Traffic Signal Work (as hereinafter defined).

G. The Parties acknowledge and agree that the Traffic Signals benefit the Mar CDC Property, the Landowner Property, and City.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the terms of which are hereby incorporated herein by this reference, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, reference to the following defined terms shall have the meanings set forth below in this Section 1 unless otherwise provided or qualified in any other Section or provision of this Agreement:

1.1 With respect to Landowner, “**Landowner Affiliate**” shall mean any company in which Goodyear, 2020, CCT or Denby individually or collectively own, directly or indirectly, more than a fifty percent (50%) ownership interest. With respect to City, “**City Affiliate**” shall include any governmental agency of City and shall also include the County of Los Angeles.

1.2 “**County**” shall mean the County of Los Angeles, California, a California charter county.

1.3 “**Governmental Authority**” shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any department, agency or political subdivision thereof) exercising jurisdiction over the Landowner Property or any portion thereof in its capacity as regulatory authority under applicable Governmental Regulations.

1.4 “**Governmental Regulations**” shall mean all applicable laws, statutes, ordinances, codes, standards, rules, regulations, orders and applicable judicial decisions, rulings or decrees, as presently existing or as may be hereafter enacted, promulgated or enforced, of any Governmental Authority with respect to the Landowner Property.

1.5 “**Improvements**” with respect to the Landowner Property shall mean all buildings, including any fixtures and equipment permanently affixed thereto or installed thereon, together with any other structure or improvement of any kind, whether below, at, or above grade, including, without limitation, all temporary buildings or structures, sidewalks, parking areas, roadways, driveways, curbs, gutters, loading facilities or areas, docks, signs, sign structures, retaining walls, fences, gates, screens, utility lines, landscaping, berming, light fixtures and light poles.

1.6 “**Person**” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, Governmental Authority, administrative tribunal or any other form of business or legal entity.

1.7 “**Traffic Signal Work**” shall mean the performance of any maintenance, repairs, replacement, upgrades, cleaning or other work of any kind on or to the Traffic Signal Facilities.

1.8 “**Utility Lines**” shall mean those facilities and systems for the transmission or other provision of utility services including, without limitation, drainage, detention or retention systems or structures, water lines, tanks, towers, sewers, water sprinkler system lines, electrical conduits or systems, gas mains, and other public or private utilities providing service anywhere within the Landowner Property.

2. Transfer of Traffic Signal Facilities. Mar CDC hereby transfers to City all of its ownership interest in and to the Traffic Signal Facilities. City hereby accepts such transfer of the Traffic Signal Facilities from Mar CDC and agrees to be exclusively responsible for setting the timing of the Traffic Signals and with the operation, repair and maintenance of the Traffic Signal Facilities, all in its sole and absolute discretion.

3. Grant of Permanent License. Landowner hereby grants to City a permanent non-exclusive license (the “**Traffic Signal License**”) to enter the Traffic Signal Facilities Area for the purpose of performing the Traffic Signal Work, and for no other purpose whatsoever. Landowner acknowledges and agrees that City may have the Traffic Signal Work performed by the County. The Traffic Signal License granted to City is “perpetual” and shall remain in effect for so long as the Traffic Signals are being operated by City or a Governmental Authority, or any of their respective Affiliates. Should City or a Governmental Authority decide to permanently deactivate the Traffic Signals, the Traffic Signal License shall terminate and City shall thereupon cause all Traffic Signal Facilities to be removed from the Traffic Signal Facilities Area.

4. Manner of Operation. City shall at all times maintain the Traffic Signal Facilities in good operating order, condition and repair. City shall at all times perform or cause the Traffic Signal Work to be performed in a manner that will not unreasonably interfere with the use or operation of the Landowner Property by Landowner and except in the case of a maintenance emergency where such Traffic Signal Work may be initiated after reasonable notice, City shall use its best reasonable efforts to provide Landowner with at least two (2) business days’ prior notice of any proposed Traffic Signal Work. In no event shall City alter, obstruct, shutdown,

block or otherwise damage the driveway currently located between the Traffic Signals in connection with the exercise of the License granted hereby.

5. Cost of Traffic Signal Work. City shall be solely responsible for all costs related to the operation, maintenance, repairs, replacement, upgrades, cleaning or other work of any kind on or to the Traffic Signal Facilities.

6. Reservation of Rights and Obligations.

6.1 City shall have the sole authority and discretion to operate and control the Traffic Signals, including but not limited to, setting Traffic Signal timings as City reasonably deems proper.

6.2 Each Party agrees that it will not, and it will not authorize any third party or otherwise allow any party claiming by, through or under it, to take any action that will obstruct or materially impede the free flow of traffic over the Landowner Property without first obtaining the written consent of any affected Party(ies).

6.3 Landowner agrees not to build under, in, over or upon the Traffic Signal Facilities Area or allow any Utility Lines or Improvements to be placed over, through or under the Traffic Signal Facilities Area which would interfere with City's repair, maintenance, operation or use of the Traffic Signal Facilities. Subject to the foregoing provisions of this Section 6.3 and subject to Chevron's rights under the Grant Deed, Landowner hereby reserves the right (a) to use, and permit others to use, any surface or subsurface areas within the Traffic Signal Facilities Area so long as such use does not interfere with City's use of the Traffic Signal Facilities Area, (b) to grant easements in, on, over, under or through the Traffic Signal Facilities Area to third parties (including Governmental Authorities) for any purpose, and/or (c) to alter, improve, develop, redevelop and/or reconstruct the Property and any Improvements, including without limitation placement of landscaping within the Traffic Signal Facilities Area, so long as such improvements do not interfere with City's rights hereunder and City's use of the Traffic Signal Facilities Area.

6.4 City shall be responsible, at City's sole cost and expense, for all necessary repairs, maintenance, improvements and replacement of any improvements, including landscaping, lying within the Traffic Signal Facilities Area, as needed or determined by City in its sole and absolute discretion. In the event the Traffic Signal License is terminated pursuant to Section 3 of this Agreement or otherwise, City shall bear the full expense of restoring the surface area of the Traffic Signal Facilities Area to the same condition existing thereon prior to Mar CDC's installation of the Traffic Signals.

6.5 The Traffic Signal License is subject and subordinate to all matters of record and all matters that could be discovered by inquiry or by an accurate survey of the Landowner Property. The Traffic Signal Facilities Area is provided in its as-is condition as of the date of this Agreement. Landowner and Mar CDC make no representation or warranty regarding any aspect of the Traffic Signal Facilities Area, including without limitation its fitness for City's use, the physical or environmental condition of the Traffic Signal Facilities Area, or title to the Traffic

Signal Facilities Area or surrounding areas.

7. Ordinances, Laws and Permits. All labor and materials constituting the Traffic Signal Work shall comply with all Governmental Regulations. All permits and licenses necessary for the prosecution of any Traffic Signal Work shall be the sole responsibility of City. If City performs any Traffic Signal Work contrary to any applicable Governmental Regulations, City shall bear all costs, expenses and damages arising therefrom or in connection therewith.

8. Insurance. During the performance of any Traffic Signal Work, City, or its designee performing the Traffic Signal Work, shall maintain Commercial General Liability Insurance with minimum limits of \$5,000,000 per occurrence, naming Landowner as Additional Insured, and Automobile insurance with minimum limits of \$1,000,000 per occurrence, endorsed to include Landowner as Additional Insured. Both policies shall waive all rights of subrogation in favor of Landowner. Further, City shall at all times maintain in effect Workers Compensation Insurance as required by law and said policy shall waive all rights of subrogation in favor of Landowner. Certificates indicating the required insurance of City and its designee will be provided to Landowner upon request.

9. Indemnification.

9.1 City agrees at its sole expense to (a) indemnify, defend, assume all liability for and hold harmless Landowner and its managers, members officers, directors, lenders, employees, tenants, contractors, Landowner Affiliates, agents, successors and assigns (each, a “**Landowner Indemnitee**”) from all actions, claims, suits, penalties, obligations, liabilities, damage to property, injuries to persons, and any other claims anywhere, including costs of defense and attorneys’ fees for counsel reasonably acceptable to Landowner (altogether, “**Claims**”) that arise out of City’s exercise of the rights granted hereby or any default by City hereunder, including without limitation any activity related to the Traffic Signal Work, except for loss or damage to the extent arising from Landowner’s negligence or willful misconduct; and (b) be responsible for all maintenance, damage, and repair related to the Traffic Signal Facilities Area or its use.

9.2 City agrees at its sole expense to indemnify, defend, assume all liability for and hold harmless Mar CDC and its officers, members, affiliates, employees, contractors, agents and representatives (each, a “**Mar CDC Indemnitee**”) from all Claims that arise out of City’s exercise of the rights granted hereby or any default by City hereunder from and after the Effective Date of this Agreement, including without limitation any activity related to the Traffic Signal Work, except for loss or damage to the extent arising from a Mar CDC Indemnitee’s negligence or willful misconduct. Mar CDC agrees at its sole expense to indemnify, defend, assume all liability for and hold City harmless from all Claims related to Mar CDC’s installation of the Traffic Signals and the Traffic Signal Facilities prior the Effective Date of this Agreement, except for loss or damage to the extent arising from City’s negligence or willful misconduct.

10. Notices. All notices given under any of the provisions of this Agreement shall be deemed to have been duly given only if in writing and (i) delivered personally (with receipt acknowledged); (ii) sent by certified or registered mail, or for overnight delivery, postage and fees prepaid, return receipt requested; (iii) delivered to Federal Express, United Parcel Service or other mail or courier service for overnight delivery, charges prepaid or charged to the sender's account; or (iv) when sent, if given by email (read receipt requested). A notice must be addressed as set forth below (subject to the right of a Party to designate a different address for itself by notice similarly given). Notices delivered by overnight courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the third (3<sup>rd</sup>) day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the fifth (5<sup>th</sup>) day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices sent via email shall be deemed delivered the same business day transmitted.

City Address for Notice:

City Clerk's Office  
City of El Segundo  
350 Main Street  
El Segundo, CA 90245  
Attn: City Clerk  
Phone: (310) 524-2307  
Email: allcityclerks@elsegundo.org

Mar CDC Address for Notice:

CDC Mar Retail LLC  
2041 Rosecrans Blvd., Suite 200  
El Segundo, CA 90245  
Attn: Richard C. Lundquist  
Fax: (310) 414-9279  
Email: rlundquist@continentaldevelopment.com

Landowner Addresses for Notice:

Goodyear Golden, LLC  
c/o Bolour Associates, Inc.  
8383 Wilshire Blvd., Suite 460  
Beverly Hills, CA 90211  
Attn: Mark Bolour  
Email: mark@bolourassociates.com

CCT-AMP, LLC  
5600 W. Jefferson Blvd.  
Los Angeles, CA 90016  
Attn: Mishel Mikail  
Email: Mishel@alger-triton.com

2020 Industrial, LLC  
c/o Bolour Associates, Inc.  
8383 Wilshire Blvd., Suite 460  
Beverly Hills, CA 90211  
Attn: Mark Bolour  
Email: mark@bolourassociates.com

Denby Knox Holding Company, LLC  
c/o Bolour Associates, Inc.  
8383 Wilshire Blvd., Suite 460  
Beverly Hills, CA 90211  
Attn: Mark Bolour  
Email: mark@bolourassociates.com

11. Dispute Resolution; Attorney's Fees. If any dispute arises out of or in relation to this Agreement and if the dispute cannot be settled by direct negotiations, any Party may initiate mediation. If the Parties fail to settle the dispute within thirty (30) days of notice of mediation, any Party may initiate binding arbitration, and the following provisions shall apply to the arbitration proceedings: (a) the place of arbitration will be Los Angeles, California; (b) there shall be one arbitrator; (c) the arbitrator will conduct the proceedings in accordance with the streamlined arbitration rules and procedures of Judicial Arbitration and Mediation Services

("JAMS") in effect at the time of the initiation of the arbitration; (d) the arbitrator does not have the power to award, nor shall the arbitrator award, any punitive, indirect or consequential damages (however denominated); (e) except as set forth below, each Party will bear its own costs of legal representation and witness expenses; (f) the arbitrator must render a reasoned award in writing and the award is final and binding; and (g) the arbitration award must be issued within three (3) months from completion of the hearing, or as soon as possible thereafter. The prevailing party in such arbitration shall recover its reasonable attorneys' fees and costs incurred, including the fees of the arbitrator. Each Party intends that the foregoing shall be an agreement of the Parties within the meaning of the California Arbitration Statutes (California Code of Civil Procedure Sections 1280-1294.2). Notwithstanding any provision of the rules or statutes mentioned above to the contrary, the California rules of discovery and evidence shall apply to all arbitration proceedings, and the refusal or failure of any Party to appear at or participate in any hearing or other portion of any arbitration proceeding pursuant to this paragraph shall not prevent any such hearing or proceeding from going forward, and the arbitrator is empowered to make a decision and/or render an award *ex parte* which shall be binding on that Party as fully as though that Party had participated fully in the hearing or proceeding. Any attorneys' fees and other expenses incurred by a Party in enforcing an arbitration award in its favor under this License Agreement shall be recoverable separately from and in addition to any other amount included in such award, and such attorneys' fees obligation is intended to be severable from the other provisions of this License Agreement and to survive and not be merged into any such award.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded hereby. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting of this Agreement or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or any provision of this Agreement.

13. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

14. Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intention of the parties.

15. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without reference to conflict of laws principles.

16. Assignment and Delegation. City shall not assign this Agreement or any benefits derived from the Traffic Signal License without the prior written consent of Landowner, which consent shall not be unreasonably withheld, conditioned or delayed so long as the assignee is a Governmental Authority.

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

18. Modification, Waiver. No modification, termination, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing, signed and acknowledged by the Parties, and duly recorded in the Official Records. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof will constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

19. Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. No Public Dedication. The Traffic Signal License granted herein is not, and shall not be deemed to be, a public dedication, and no Party shall have any rights in, to, or under the Traffic Signal License except as expressly permitted or granted hereunder. No right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

21. No Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create a joint venture, partnership or any other similar relationship between or among the Parties. Each Party shall be considered a separate party and no Party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

22. Binding Effect and Covenants. Subject to Section 16, this Agreement and the restrictions created hereby shall inure to the benefit of and be binding upon each Party, its successors and assigns, and upon any Person acquiring the Landowner Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Each term, covenant, condition and agreement contained herein respecting the Landowner Property shall run with the land.

23. No Liability After Sale. In no event shall any manager, member or partner of Landowner have any personal liability for any obligation of Landowner under this Agreement. Any judgment, arbitration award or other liability of Landowner arising out of this Agreement may be satisfied only out of Landowner's interest in the Landowner Property and any proceeds therefrom. Upon any sale or other conveyance of the Landowner Property, the transferor shall be released from any liability under this Agreement first arising from and after the effective date of such transfer.

24. Mortgagee Protection. The breach of any of the covenants or restrictions contained in this Agreement by Landowner shall not defeat or render invalid the lien of any mortgage or deed of trust encumbering the Property made in good faith, but all of the foregoing provisions, restrictions and covenants shall be binding and effective against any owner of the Property who acquires title by foreclosure or by deed in lieu thereof.

25. Authority. Each Party hereby represents and warrants to the other Parties that (a) all authorizations or actions required to authorize the execution, delivery and performance of this Agreement by such Party have been taken or obtained, (b) the Persons executing and delivering this Agreement on such Party's behalf are duly authorized and empowered to do so, (c) this Agreement is the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and (d) there is no other Person that has any interest in such Party, or its property whose consent is required to render any of the terms of this Agreement effective or binding upon such Party.

[signatures on following pages]



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

CDC MAR:

CDC Mar Retail 1 LLC,  
a California limited liability company

By: CDC Retail 1 LLC,  
a California limited liability company  
Its: Managing Member

By: Continental Development Corporation,  
a California corporation  
Its: Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY:

City of El Segundo,  
a general law city and  
municipal corporation  
of the State of California

Approved as to form:  
  
Office of the City Attorney  
for the City of El Segundo

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANDOWNER:

Goodyear Golden, LLC,  
a Delaware limited liability company,  
as to an undivided 23.50% interest

By: Bolour Associates, Inc.,  
a California corporation  
Its: Manager

By: \_\_\_\_\_  
Omid Bolour, President

CCT-AMP, LLC,  
a California limited liability company,  
as to an undivided 47% interest

By: \_\_\_\_\_  
Mishel Mikail, Manager

2020 Industrial, LLC,  
a California limited liability company,  
as to an undivided 23.50% interest

By: Bolour Associates, Inc.,  
a California corporation  
Its: Manager

By: \_\_\_\_\_  
Omid Bolour, President

Denby Knox Holding Company, LLC,  
a Delaware limited liability company,  
as to an undivided 6% interest

By: Wilnat Development, LLC,  
a Delaware limited liability company  
Its: Manager

By: \_\_\_\_\_  
Omid Bolour, President





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES    )

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA             )  
   )  
COUNTY OF LOS ANGELES     )

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(NOTARY SEAL)

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STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES        )

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(NOTARY SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LANDOWNER PROPERTY**

Real property in the City of El Segundo, County of Los Angeles, State of California, described as follows:

PARCEL 3, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON PARCEL MAP NO. 6257, FILED IN [BOOK 65 PAGE 86](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM SAID PARCEL, ALL OIL, GAS AND OTHER HYDROCARBON AND OTHER MINERALS, WHETHER SIMILAR TO HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM SAID LAND, WITH NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, IN THE SURFACE OF SAID LAND BUT WITH THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO DRILL AND MAINTAIN WELLS AND SUPPORTING WORKS INTO OR THROUGH SAID LAND BELOW A DEPTH OF 500 FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM AND THROUGH SUCH WELLS OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF WHATEVER NATURE INCLUDING THE RIGHT TO PERFORM ANY AND ALL OPERATIONS DEEMED NECESSARY OR CONVENIENT FOR THE EXERCISE OF SAID RIGHTS, AS RESERVED BY STANDARD OIL COMPANY OF CALIFORNIA, A CORPORATION, IN DEED RECORDED JUNE 30, 1969 IN [BOOK D4419, PAGE 266](#), OFFICIAL RECORDS AS INSTRUMENT NO. [759](#), OFFICIAL RECORDS.

APN: 4138-007-011

Exhibit A



**EXHIBIT B**

**LEGAL DESCRIPTION OF THE MAR CDC PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EL SEGUNDO, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN CASE NO. 11629, SUPERIOR COURT OF SAID COUNTY ON JUNE 21, 1890, IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, AS COPY OF SAID MAP APPEARING IN THE FILES OF THE COUNTY SURVEYOR OF SAID COUNTY AS CLERK'S FILED MAP NO. 218, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 18 WITH THE NORTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 2 IN THE DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MARCH 6, 1930 AS INSTRUMENT NO. 535 IN BOOK 9840, PAGE 33 OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, SOUTH 23°37'52" EAST 57.94 FEET TO THE SOUTH LINE OF EL SEGUNDO BOULEVARD, 103 FEET WIDE, AS SHOWN ON PARCEL MAP NO. 15774, IN THE CITY OF EL SEGUNDO, RECORDED IN BOOK 200, PAGES 96 THROUGH 99, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG SAID LINE, SOUTH 89°47'49" EAST 352.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 171.75 FEET; THENCE EASTERLY ALONG SAID CURVE, 45.53 FEET, THROUGH A CENTRAL ANGLE OF 15°11'21" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 171.75 FEET; THENCE EASTERLY ALONG SAID CURVE, 45.53 FEET, THROUGH A CENTRAL ANGLE OF 15°11'21"; THENCE SOUTH 89°47'49" EAST 175.00 FEET; THENCE SOUTH 88°10'31" EAST 194.72 FEET; THENCE SOUTH 87°22'40" EAST 139.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 4059.87 FEET; THENCE EASTERLY ALONG SAID CURVE, 171.42 FEET, THROUGH A CENTRAL ANGLE OF 2°25'09"; THENCE SOUTH 89°47'49" EAST 134.40 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 67.00 FEET; THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE, 105.24 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 89°47'49" EAST 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°12'11" EAST 47.00 FEET; THENCE SOUTH 63°45'06" EAST 14.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 32.00 FEET; THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE, 35.70 FEET, THROUGH A CENTRAL ANGLE OF 63°57'39"; THENCE SOUTH

Exhibit B

89°47'27" EAST 388.04 FEET TO A POINT HEREIN NOW REFERRED TO AS POINT A; THENCE SOUTH 00°05'28" EAST 339.99 FEET; THENCE NORTH 89°47'49" WEST 433.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 400.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 84°33'31" EAST; THENCE NORTHERLY ALONG SAID CURVE, 36.57 FEET, THROUGH A CENTRAL ANGLE OF 5°14'18"; THENCE NORTH 00°12'11" EAST 292.10 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN CASE NO. 11629, SUPERIOR COURT OF SAID COUNTY ON JUNE 21, 1890, IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, AS COPY OF SAID MAP APPEARING IN THE FILES OF THE COUNTY SURVEYOR OF SAID COUNTY AS CLERK'S FILED MAP NO. 218, DESCRIBED AS FOLLOWS:

BEGINNING AT HEREINBEFORE DESCRIBED POINT A; THENCE SOUTH 89°39'56" EAST 198.70 FEET; THENCE SOUTH 89°48'43" EAST 272.93 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 32.00 FEET; THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE, 51.29 FEET, THROUGH A CENTRAL ANGLE OF 91°50'17"; THENCE NORTH 89°56'03" EAST 10.05 FEET; THENCE SOUTH 00°12'11" WEST 227.11 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 79.75 FEET, THROUGH A CENTRAL ANGLE OF 7°36'55"; THENCE NORTH 89°47'49" WEST 517.26 FEET; THENCE NORTH 00°05'28" WEST 339.99 FEET TO THE POINT OF BEGINNING.

PARCELS 1 AND 2 OF CONDITIONAL CERTIFICATE OF COMPLIANCE PREPARED BY PSOMAS, DATED SEPTEMBER 14, 2016 AND RECORDED DECEMBER 19, 2016 AS INSTRUMENT NO. 20161609377, OFFICIAL RECORDS.

LOTS 15 AND 16 OF TENTATIVE TRACT NO. 71551, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK PAGES THROUGH INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

EASEMENTS FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND TRAFFIC CIRCULATION AS SET FORTH IN THE EASEMENT AGREEMENT DATED MAY 2, 2017 BY AND BETWEEN RAYTHEON COMPANY, A DELAWARE CORPORATION, AND CDC MAR RETAIL I LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED MAY 3, 2017 AS INSTRUMENT NO. 20170489960, OFFICIAL RECORDS, UPON THE TERMS AND CONDITIONS THEREIN, OVER THOSE PORTIONS OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN CASE NO. 11629,

Exhibit B

SUPERIOR COURT OF SAID COUNTY ON JUNE 21, 1890, IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, AS COPY OF SAID MAP APPEARING IN THE FILES OF THE COUNTY SURVEYOR OF SAID COUNTY AS CLERK'S FILED MAP NO. 218, DESCRIBED AS FOLLOWS:

PARCEL 1 - CONTINENTAL BOULEVARD EASEMENT AREA

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 18 WITH THE NORTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 2 IN THE DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MARCH 6, 1930 AS INSTRUMENT NO. 535 IN BOOK 9840, PAGE 33 OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, SOUTH 23°37'52" EAST 57.94 FEET TO THE SOUTH LINE OF EL SEGUNDO BOULEVARD, 103 FEET WIDE, AS SHOWN ON PARCEL MAP NO. 15774, IN THE CITY OF EL SEGUNDO, RECORDED IN BOOK 200, PAGES 96 THROUGH 99, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG SAID LINE, SOUTH 89°47'49" EAST 352.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 171.75 FEET; THENCE EASTERLY ALONG SAID CURVE, 45.53 FEET, THROUGH A CENTRAL ANGLE OF 15°11'21" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 171.75 FEET; THENCE EASTERLY ALONG SAID CURVE, 45.53 FEET, THROUGH A CENTRAL ANGLE OF 15°11'21"; THENCE SOUTH 89°47'49" EAST 175.00 FEET; THENCE SOUTH 88°10'31" EAST 194.72 FEET; THENCE SOUTH 87°22'40" EAST 139.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 4059.87 FEET; THENCE EASTERLY ALONG SAID CURVE, 171.42 FEET, THROUGH A CENTRAL ANGLE OF 2°25'09"; THENCE SOUTH 89°47'49" EAST 134.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 19°57'59" WEST 8.24 FEET; THENCE NORTH 86°46'32" EAST 201.80 FEET; THENCE SOUTH 89°47'46" EAST 10.52 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 00°53'31" WEST 28.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 00°20'02" WEST; THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE 49.43 FEET, THROUGH A CENTRAL ANGLE OF 88°29'47"; THENCE NORTH 89°47'49" WEST 10.12 FEET; THENCE SOUTH 00°12'11" WEST 271.42 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 36.57 FEET, THROUGH A CENTRAL ANGLE OF 5°14'18"; THENCE NORTH 89°47'49" WEST 170.46; THENCE NORTH 00°12'11" EAST 45.07 FEET TO THE BEGINNING A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 80.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 00°17'37" WEST; THENCE EASTERLY AND NORTHERLY ALONG SAID CURVE 89.71, THROUGH A CENTRAL ANGLE OF 64°14'55; THENCE NORTH 00°12'11" EAST 118.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 67.00 FEET; THENCE NORTHERLY AND WESTERLY 105.24 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE TRUE POINT OF BEGINNING.

Exhibit B

PARCEL 2 - ESB EASEMENT AREA

BEGINNING AT HEREINBEFORE DESCRIBED "POINT A"; THENCE SOUTH 89°47'46" EAST 569.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 171.42 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 00°49'26" EAST; THENCE EASTERLY ALONG SAID CURVE, 16.83 FEET, THROUGH A CENTRAL ANGLE OF 5°37'30" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 375.55 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 07°30'25" EAST; THENCE EASTERLY ALONG SAID CURVE 29.65 FEET, THROUGH A CENTRAL ANGLE OF 4°31'26"; THENCE SOUTH 78°09'36" EAST 15.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 143.75 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 11°27'40" WEST; THENCE EASTERLY ALONG SAID CURVE 29.07 FEET THROUGH A CENTRAL ANGLE OF 11°35'19"; THENCE SOUTH 89°43'47" EAST 200.48 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 1°56'51" WEST 16.33 FEET; THENCE NORTH 89°47'49" WEST 860.77 FEET; THENCE NORTH 1°53'31" EAST 28.50 FEET TO SAID "POINT A" AND THE POINT OF BEGINNING.

PARCEL 3 - NASH STREET EASEMENT AREA

BEGINNING AT HEREINBEFORE DESCRIBED "POINT B"; THENCE NORTH 86°11'12" EAST 173.64 FEET; THENCE SOUTH 0°46'47" EAST 7.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 0°12'11" EAST; THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE 50.27 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 00°12'08" WEST 245.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 74.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 64°48'37" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 76.91 FEET, THROUGH A CENTRAL ANGLE OF 59°32'52"; THENCE SOUTH 00°12'11" WEST 41.09 FEET; THENCE NORTH 89°47'49" WEST 155.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 600.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 82°35'16" WEST; THENCE NORTHERLY ALONG SAID CURVE 79.75 FEET, THROUGH A CENTRAL ANGLE OF 7°36'55"; THENCE NORTH 00°12'11" EAST 228.43 FEET; THENCE NORTH 89°47'49" WEST 9.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 32.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 89°47'49" EAST; THENCE NORTHERLY AND WESTERLY ALONG SAID CURVE 50.27 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 01°56'51" EAST 16.33 FEET TO SAID "POINT B" AND THE POINT OF BEGINNING.

APN: 4138-014-047, 4138-014-050 and 4138-014-051

Exhibit B

**EXHIBIT C**

**LEGAL DESCRIPTION OF THE TRAFFIC SIGNAL FACILITIES AREA**

Being a portion of Parcel 3 of Parcel Map No. 6257 filed in Book 65, page 86 of Parcel Maps, in the City of El Segundo, County of Los Angeles, State of California, being strips of land 10.00 feet in width, the southerly line of said strips being described as follows:

**STRIP 1**

Beginning at a point on the southerly line of said Parcel 3, said point distant North 89°55'25" West 9.55 feet from the easterly corner of said Parcel 3; thence along said southerly line, North 89°55'25" West 10.00 feet.

**STRIP 2**

Beginning at a point on the southerly line of said Parcel 3, said point distant North 89°55'25" West 66.98 feet from the easterly corner of said Parcel 3; thence along said southerly line, North 89°55'25" West 10.00 feet.

This legal description is delineated on accompanying Exhibit "Light Pole Easements" and is made a part hereof for reference purposes and is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of



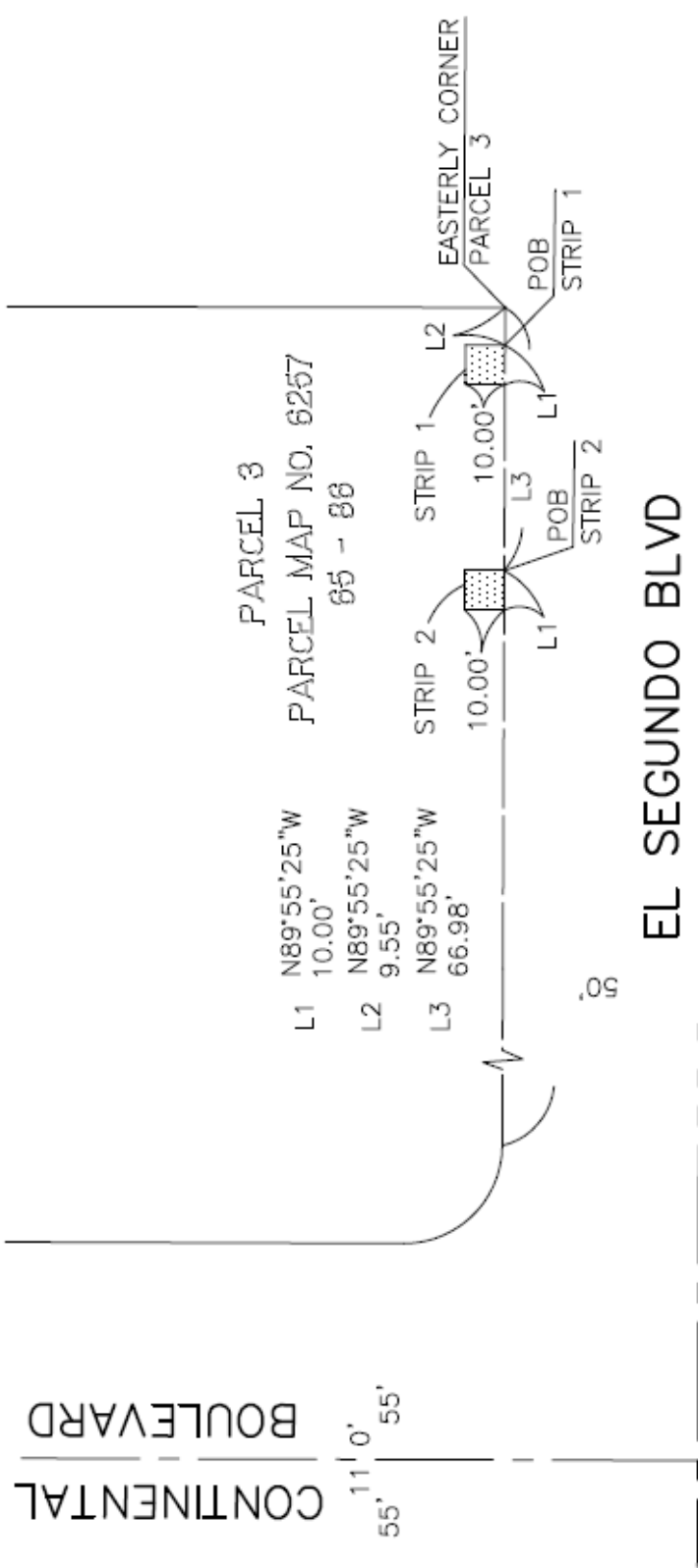
\_\_\_\_\_  
Douglas R. Howard, PLS 6169  
PSOMAS

7/16/2021

Date



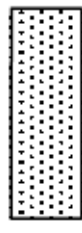
LIGHT POLE EASEMENTS



7/16/2021

**PSOMAS**

555 South Flower Street, Suite 4300  
Los Angeles, CA 90071  
(213) 223-1400 (213) 223-1444 (FAX)  
www.psomas.com



INDICATES AREA COVERED  
BY LEGAL DESCRIPTION

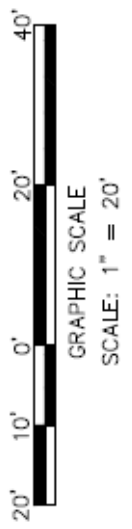


Exhibit C



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Consent

Item Number: B.15

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### **TITLE:**

Smoky Hollow Pilot Parking Project Construction Award

### **RECOMMENDATION:**

1. Authorize the City Manager to execute a standard Public Works Contract with DASH Construction in the amount of \$219,915 for the construction of the Smoky Hollow Parking Pilot Project, Project No. PW 23-05, and authorize an additional \$22,000 for construction related contingencies.
2. Appropriate \$170,350 from Parking In-lieu Fee and \$71,565 from General Fund Unassigned Fund Balance.
3. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

This project is not included in the Adopted FY 2022-23 Budget. An appropriation of \$241,915 is requested below for FY 2022-23 and will be included in the P.O. rollover report for FY 2023-24 expected to be brought to City Council on June 20, 2023:

1. Undesignate \$170,350 from 001-277-0000-8840 (designated Parking In-Lieu Fee) and appropriate to 001-400-4101-6304 (PW Engineering - Smoky Hollow Parking In-Lieu).
2. Appropriate \$71,565 from 001-299-0000-2990 (General Fund Unassigned Fund Balance) to 001-400-4101-6304 (PW Engineering - Smoky Hollow Parking In-Lieu).

### **BACKGROUND:**

On October 2, 2018, City Council adopted the Smoky Hollow Specific Plan. A pilot parking project was authorized under this plan to add a parallel parking lane for on-

## **Smoky Hollow Pilot Parking Project Award**

**May 16, 2023**

**Page 2 of 3**

street parking along the north side of El Segundo Boulevard from the alley east of Main Street to the alley east of Sheldon Street. This pilot project was completed on January 21, 2020 in accordance to the Smoky Hollow Specific Plan, and was subsequently removed after a 16-month evaluation period at the direction of the City Council on May 18, 2021.

Staff was directed to initiate a second pilot project to add parking to the Smoky Hollow area. This alternative is to alter some of the north/south streets that intersect El Segundo Blvd. from the current two-way operation to one-way streets, which would allow angled parking along those streets, as contemplated in the Smoky Hollow Specific Plan.

On March 7, 2023, the City Council adopted the plans and specifications for this alternative and authorized staff to advertise this project for construction.

### **DISCUSSION:**

City staff advertised the project, and the City Clerk received no bids on April 11, 2023. Public Contract Code § 22038 states that if no formal bids are received, then a contractor may be selected by direct negotiation. Staff solicited bids from various contractors, and received one bid from a qualified contractor, DASH Construction, for an amount of \$219,915. Upon receiving this bid, staff checked the references and license status of DASH Construction. Staff found their contractor license in good standing and the performance of their work to be satisfactory. DASH Construction has successfully completed similar projects for other public agencies. Dash is currently the contractor doing construction of the El Segundo Blvd. paving project between Illinois St. and Whiting St. The design engineer estimated the construction cost of this project to be \$200,000.

With the Council's authorization, construction is anticipated to commence in July 2023 and is scheduled to be completed by the end of Summer 2023. Subsequent to the construction, the success of this pilot project can be evaluated based on the following:

- Survey businesses and adjacent property owners in the Smoky Hollow area to gather feedback.
- Keep logs of feedback/complaints from residents, business owners, truck drivers and adjacent property owners.
- Review citations issued by the Police Department.
- Monitor the use of newly installed parking stalls.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 4: Develop and Maintain Quality Infrastructure and Technology



**Smoky Hollow Pilot Parking Project Award**

**May 16, 2023**

**Page 3 of 3**

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

**PREPARED BY:**

James Rice, Associate Engineer

**REVIEWED BY:**

Elias Sassoon, Public Works Director

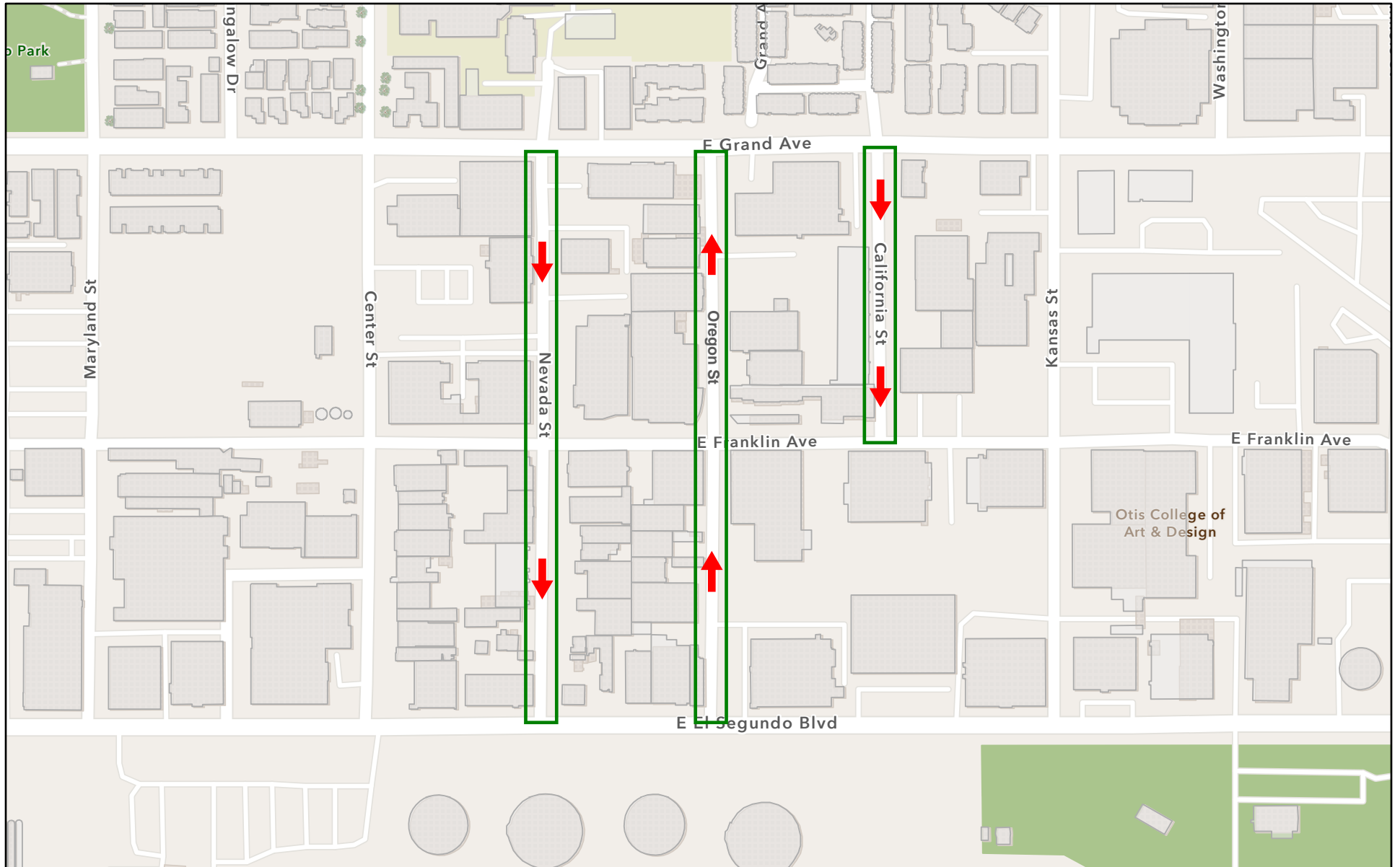
**APPROVED BY:**

Barbara Voss, Deputy City Manager

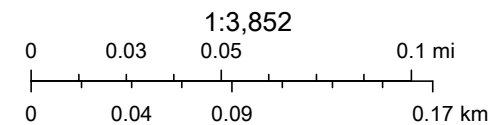
**ATTACHED SUPPORTING DOCUMENTS:**

1. Location Map
2. Vicinity Map

# Location Map - PW 23-05 Smoky Hollow Parking Pilot Project

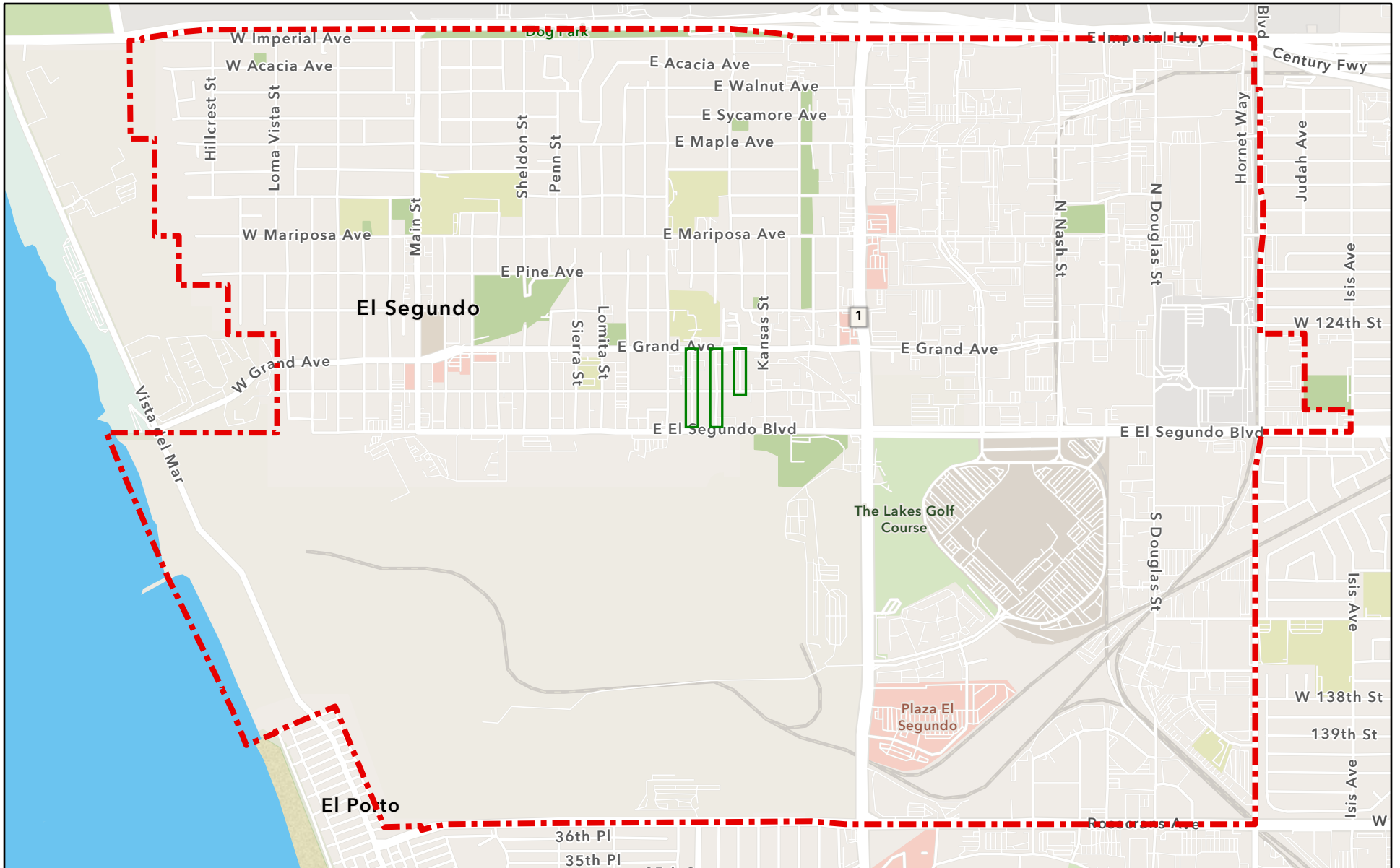


2/23/2023

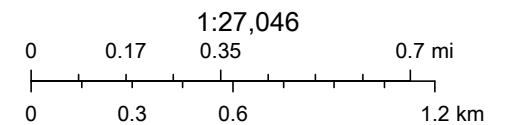


Esri Community Maps Contributors, City of El Segundo, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE,

# Vicinity Map - PW 23-05 Smoky Hollow Parking Pilot Project



2/23/2023



City of El Segundo, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Public Hearings

Item Number: C.16

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### **TITLE:**

Amendments to El Segundo Municipal Code Titles 7, 13, and 15 to Streamline Permitted Uses and Development Standards in All Zones and Implement Several Cleanup, Clarifying, and Conforming Provisions

### **RECOMMENDATION:**

1. Waive first reading and reintroduce an ordinance amending ESMC Titles 7, 13, and 15 including chapters and sections 7-2-2, 13-13-2, 15-1-6, 15-2-4, 15-2-5, 15-2-7, 15-2-8, 15-2-14, 15-2-15, 15-4 through 15-8, 15-10, 15-15, 15-18-5, 15-30, 15-31-3 through 15-31-6, and 15-32-9; to streamline the permitted uses and development standards in all zones and implement several cleanup, clarifying, and conforming provisions; and find it is exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(3), 15061(b)(3), and 15168(c)(2), as further described below.
2. Schedule a second reading of the ordinance for the June 6, 2023 City Council meeting.
3. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

The proposed amendments are not anticipated to have any fiscal impact.

### **BACKGROUND:**

On April 18, 2023, the City Council considered the proposed ordinance during a public hearing. At the conclusion of the hearing, the City Council directed staff to make specific revisions to the ordinance. In addition, the City Council directed staff to amend the ordinance to address public comments received during the public hearing regarding the nonresidential fencing provisions of the draft ordinance. The discussion section below summarizes the changes staff made to the draft ordinance to address the City Council's direction and the public comments received at the April 18, 2023 public hearing.

**DISCUSSION:**

The discussion below identifies each topic raised at the April 18, 2023 meeting and describes the changes made to the ordinance to address each topic:

1. Net floor area calculation. The ESMC definition of net floor area currently excludes restrooms in common areas of nonresidential buildings from net floor area (ESMC Section 15-1-6). Staff had proposed eliminating this exclusion for the purpose of simplifying the calculation of net floor area. During the discussion and in response to public comments on the topic, the Council directed staff to maintain this exclusion and add hallways in common areas to the areas excluded from net floor area. The revised ordinance reflects Council's direction.
  
2. Nonresidential fence and wall height. The ESMC currently gives the Director complete discretion regarding the height of nonresidential fences and walls (ESMC Section 15-2-4). Staff proposed establishing specific height limits for nonresidential fences and walls, including for retaining walls; but also included language allowing fences or walls to exceed the height limits by up to two feet subject to approval of an adjustment by the Director. Staff believes that height limits provide a clear standard and eliminates subjectivity by the Director. Since the code currently gives the Director complete discretion, the Director can decide not to allow any fence/wall, or allow a fence/wall of any height. However, during City Council discussion and in response to public comments on the topic, Council agreed to establish specific height limits in the ordinance, but to work with a representative from Continental Development Corporation to draft language giving the Director more discretion on adjustments to the height limits. The revised ordinance allows adjustments for fences or walls to exceed the permitted height by more than two feet, without the need for a variance application, subject to a verified nuisance, criminal activity, or extraordinary topographical circumstances. Adjustments for more than two feet above the height limit would be subject to Planning Commission review. However, the findings of approval for adjustments are less demanding than those for variances. Therefore, the overall approval process for exceptions to fence and wall heights will be easier in the revised ordinance.
  
3. Temporary construction fencing. The ESMC currently does not require and/or regulate construction fencing. Staff proposed establishing: a) a requirement for construction fencing to secure and screen construction sites; b) material and maintenance standards; and c) timeframes for erection and removal of temporary construction fencing. During public comment on the draft ordinance, a representative from Continental Development Corporation expressed support for granting the Director more discretion regarding the timeframes for erection and removal of temporary construction fences. The Council did not direct staff to make specific changes to the temporary construction fencing provisions other

## Zoning Code Clean up

May 16, 2023

Page 3 of 4

than to ensure the Director has discretion over the timeframes for their erection and removal. The updated ordinance does not permit the erection of a temporary construction fence sooner than 15 days prior to commencement of construction, unless needed to protect against a safety hazard. In addition, the ordinance requires temporary construction fences to be removed within 30 days after either the expiration of a permit or issuance of final approval or certificate of occupancy. However, if needed to protect against a safety hazard or attractive nuisance, the director or building official may permit the fence to remain until the hazard or nuisance is abated. Therefore, staff believes the ordinance gives the Director substantial discretion and does not propose additional changes.

4. Service stations in the Downtown Commercial (C-RS) zone. The ESMC currently permits service stations in the C-RS and the C-2 zone subject to approval of a conditional use permit. Staff had proposed in the draft ordinance to remove service stations from the permitted uses in the C-RS and C-2 zone. During the discussion, the Council directed staff to keep service stations as a permitted use in the C-RS zone to maintain the ability of service stations and/or electric vehicle charging stations to locate in the residential part of the City. The revised ordinance reflects Council's direction.

The above discussion summarizes all the Council's direction to staff and the changes made in the revised ordinance. The complete ordinance is attached to this report as Exhibit No. 1. A summary of all other amendments to the Code is contained in the staff report dated April 18, 2023 attached as Exhibit No. 2.

### **ENVIRONMENTAL CONSIDERATION:**

Pursuant to the provisions of CEQA, and the CEQA Guidelines, the proposed ordinance is exempt from further review. Specifically, it is exempt under CEQA Guidelines § 15060(c)(3) (the activity is not a project as defined in § 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly and CEQA Guidelines § 15601(b)(3) because the ordinance includes minor changes to the zoning code; no development is authorized with this action, and it can be seen that there is no possibility of significant environmental impacts. In addition, any environmental impacts associated with this Ordinance are adequately addressed in the General Plan final EIR. Accordingly, the ordinance is consistent with the General Plan final EIR and is exempt from further CEQA review. Furthermore, this ordinance constitutes a component of the El Segundo Municipal Code which the City's planning agency determined to be consistent with the final EIR for the City of El Segundo General Plan on December 1, 1992. Accordingly, no further environmental review is required pursuant to CEQA Regulations. § 15168(c)(2).

**Zoning Code Clean up**

**May 16, 2023**

**Page 4 of 4**

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

**PREPARED BY:**

Paul Samaras, AICP, Principal Planner

**REVIEWED BY:**

Michael Allen, AICP, Development Services Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Exhibit 1 - Draft Ordinance
2. Exhibit 2 - Council Staff Report Dated April 18, 2023

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING TITLE 15 OF THE EL SEGUNDO MUNICIPAL CODE TO STREAMLINE THE PERMITTED USES AND DEVELOPMENT STANDARDS IN ALL ZONES AND IMPLEMENT SEVERAL CLEANUP, CLARIFYING, AND CONFORMING PROVISIONS.**

**(ENVIRONMENTAL ASSESSMENT NO. 1230 AND ZONE TEXT AMENDMENT NO. 18-04)**

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

SECTION 1: The Council finds and declares as follows:

- A. On August 14, 2018, the City initiated the process to amend various sections of El Segundo Municipal Code (“ESMC”) Title 15, i.e., the City’s Zoning Code.
- B. The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the “CEQA Guidelines”);
- C. The Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for February 23, 2023;
- D. On February 23, 2023, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the Ordinance including, without limitation, information provided to the Planning Commission by city staff; and, adopted Resolution No. 2867 recommending that the City Council approve this Ordinance;
- E. On April 18, 2023 and May 16, 2023, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance; and
- F. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its April 18, 2023 and May 16, 2023 hearing and the staff report submitted by the Community Development Department.

SECTION 2: *Factual Findings and Conclusions.* The City Council finds that adopting the proposed Ordinance would result in the following:



- A. Amend ESMC Chapter 7-2 regarding noise and vibration to designate the Planning Commission as the appeal body regarding decisions of the Noise Control Officer;
- B. Amend ESMC § 13-13-2 regarding numbering entrances to buildings to clarify the Building Official or designee is responsible for assigning addresses for buildings;
- C. Amend ESMC § 15-1-6 to update and add definitions of terms;
- D. Amend ESMC § 15-2-4 to update the fencing regulations for nonresidential properties;
- E. Delete ESMC § 15-2-5 regarding Height restrictions for buildings on through lots;
- F. Amend ESMC § 15-2-7 regarding encroachments;
- G. Amend ESMC § 15-2-8 regarding screening;
- H. Amend ESMC § 15-2-14 regarding landscaping;
- I. Delete ESMC § 15-2-15 regarding video arcades;
- J. Amend ESMC Chapter 15-4 regarding residential zones to update the permitted uses and development standards for residential properties;
- K. Amend ESMC Chapter 15-5 regarding commercial zones to update the permitted uses and development standards for commercial properties;
- L. Amend ESMC Chapter 15-6 regarding industrial zones to update the permitted uses and development standards for industrial properties;
- M. Amend ESMC Chapter 15-7 to update the permitted uses and development standards in the Medium-Density Residential (“MDR”) and Multi-Media Overlay (“MMO”) overlay districts;
- N. Amend ESMC Chapters 15-8 and 15-10 to update the permitted uses in the Open Space (“O-S”) and Public Facilities (“P-F”) zones;
- O. Amend ESMC Chapter 15-15 to update the parking area development standards and the required number of automobile and bicycle spaces for various uses;
- P. Amend ESMC § 15-18-5 to clarify the Master Sign Program approval process;
- Q. Amend ESMC Chapter 15-30 (Enforcement; Penalty) to make formatting changes and minor corrections;

- R. Amend ESMC §§ 15-31-3 through 15-31-6 (Right-of-way Dedications and Improvements) to make formatting changes and minor corrections; and
- S. Amend ESMC § 15-32-9 regarding Development Impact Fee Refunds to clarify the process for issuing refunds.

SECTION 3: General Plan Findings. As required under Government Code § 65860, the ESMC amendments proposed by the Ordinance are consistent with the El Segundo General Plan as follows:

- A. The proposed Ordinance is consistent with Objective LU3-2 of the General Plan Land Use Element in that it would simplify and standardize the development standards in the city's residential zones
- B. The proposed Ordinance is consistent with Objective LU4-3 in that it reduces setbacks for commercial zones, permits outdoor dining without discretionary permits, and continues to require landscaping in all new office and mixed-use developments.
- D. The proposed Ordinance is consistent with Goal LU5 in that it simplifies and standardizes development standards and continues to require landscaping for commercial and industrial zones
- E. The proposed Ordinance is consistent with Goal ED2-2 of the General Plan Economic Development Element in that would simplify and standardize development standards for businesses and residential uses and thereby helping streamline the development process for the business and the residential community.
- E. The proposed Ordinance is consistent with Program 3 of the General Plan Housing Element in that it would clarify the development standards and permit process for accessory dwelling units and thereby assist in the production of affordable housing.

SECTION 4: Zone Text Amendment Findings. In accordance with ESMC Chapter 15-27 (Amendments), and based on the findings set forth above, the proposed Ordinance is consistent with and necessary to carry out the purpose of the ESMC as follows:

- A. The Ordinance is consistent with the purpose of the ESMC, which is to serve the public health, safety, and general welfare and to provide the economic and social advantages resulting from an orderly planned use of land resources.
- B. The Ordinance is necessary to serve the public health, safety, and general welfare by facilitating the development process and ensure the orderly development of buildings, parking areas, landscaping, and the location of

uses in the City. The intent of the Ordinance is to clarify and simplify definitions of terms, the permitted uses, and the development standards in various zones. It will facilitate and expedite the development process and provide economic and social benefits resulting from the orderly planned use of land resources, all in furtherance of the public health, safety, and general welfare.

SECTION 5: Environmental Assessment. Pursuant to the provisions of CEQA, and the CEQA Guidelines, the proposed Ordinance is exempt from further review. Specifically, it is exempt under CEQA Guidelines § 15060(c)(3) (the activity is not a project as defined in § 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly and CEQA Guidelines § 15601(b)(3) because the Ordinance includes minor changes to the zoning code; no development is authorized with this action, and it can be seen that there is no possibility of significant environmental impacts. In addition, any environmental impacts associated with this Ordinance are adequately addressed in the General Plan final EIR. Accordingly, this Ordinance is consistent with the General Plan final EIR and is exempt from further CEQA review. Furthermore, this Ordinance constitutes a component of the El Segundo Municipal Code which the Planning Commission determined to be consistent with the final EIR for the City of El Segundo General Plan on December 1, 1992. Accordingly, no further environmental review is required pursuant to CEQA Regulations. § 15168(c)(2).

SECTION 6: ESMC Section 7-2-2 regarding Noise and Vibration Definitions is amended as follows:

**7-2-2: DEFINITIONS:**

As used in this chapter, unless the context otherwise clearly indicates, the words and phrases used are defined as follows:

\* \* \*

NOISE CONTROL OFFICER: The Director of ~~Community, Economic and Development Services~~ Community Development.

\* \* \*

SECTION 7: ESMC § 13-13-2 is amended as follows:

**13-13-2: NUMBERING ENTRANCES TO BUILDINGS:**

- A. Placement: All entrances from the public streets of the City to buildings or structures within the City shall be numbered as hereinafter provided. The number of each and every such entrance shall be placed in a conspicuous place upon or immediately adjacent to the door or gate closing such entrance. Each figure of the number shall be at least two inches (2") in height and of corresponding width. The appropriate number of any entrance to any building or structure shall be placed

thereon as herein provided within five (5) days after the receipt by the owner, occupant, lessee, tenant or subtenant of such building of a notice from the Building Inspector Official or designee of the number designated for such building or structure, and all numbers, other than the numbers provided for in this Chapter for the respective entrances, shall be removed from every building by the owners, occupants, lessees, tenants or subtenants thereof within five (5) days from the service of the notice designating the appropriate numbers to be placed thereon.

- B. Designation: It shall be the duty of the Building Inspector Official or designee to designate the respective numbers for buildings or structures fronting on streets heretofore laid out, or hereafter to be laid out or extended, and which may at this time, or at any future time, be included within the present or future boundaries of the City.

SECTION 8: ESMC § 15-1-4 is amended as follows:

**15-1-4: ENFORCEMENT:**

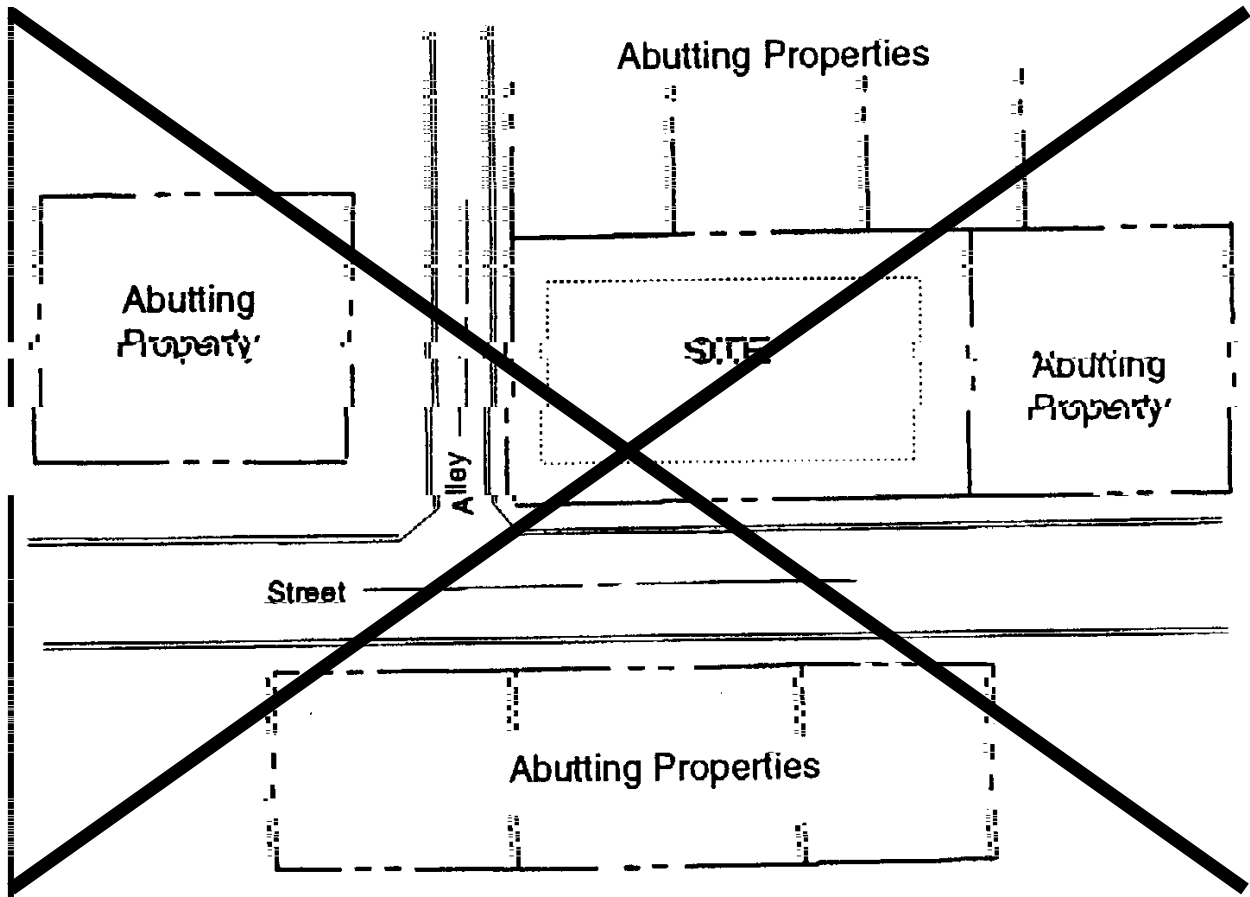
The ~~Director of Community, Economic and Development Services~~ Community Development Director or his/her duly designated representative is hereby designated as the enforcing agent of this title and any amendments thereto. The Director or his/her designated representative has the authority to require recordation of restrictive covenants on a property and/or to deny permits to prevent unpermitted changes of use and to fulfill the purpose of this Title.

SECTION 9: ESMC § 15-1-6 is amended as follows:

ESMC 15-1-6: DEFINITIONS:

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

ABUTTING/ABUTTING PROPERTY: Two (2) or more parcels sharing a common boundary of at least one (1) point. ~~However, as used in chapter 24 of this title, this definition shall also include property that is separated only by a street or alley.~~



\* \* \*

**FENCE, TEMPORARY CONSTRUCTION:** "Temporary construction fence" means a fence not exceeding six feet in height, as measured from the adjacent existing grade, which is erected around a portion of a lot or parcel, or around the perimeter of a lot or parcel, to secure said lot or parcel during construction activity.

\* \* \*

**FLOOR AREA (NET):** The area of all floors or levels included within the exterior surrounding walls of a building or structure. The total space devoted to high or medium bay labs, in the M-1 zone only, may be multiplied by a factor of 0.5 to determine the net floor area. Space devoted to the following shall not be included when determining the total net floor area within a building or structure:

- A. Elevator shafts.
- B. Stairwells and stairway enclosures.
- C. Courts or atriums.

- D. Rooms exclusively holding building operating equipment.
- E. Parking spaces and parking structures.
- F. That portion of any structure that is devoted exclusively to parking.
- G. Restrooms **and hallways** in common areas of nonresidential buildings.

In the M-1 Zone only, the total space devoted to high or medium bay labs may be multiplied by a factor of 0.5 to determine the net floor area

\* \* \*

**GOVERNMENT BUILDINGS/PUBLIC USES: Government buildings/public uses include, but are not limited to, City offices, police and fire stations, parking, post offices, libraries, and related buildings.**

\* \* \*

LIVE/WORK: The partial use of a dwelling unit for the following commercial uses: artists' studios and workspace for artists and artisans, illustrators, painters, sculptors, photographers, or other activities related to fine arts (except musicians); and architectural, engineering, industrial design and drafting and other construction design activities. ~~Live/work uses are in addition to residential purposes and must comply with all the following:~~

- ~~A. Live/work uses may only be located in the medium density residential (MDR) zone of the Smoky Hollow specific plan area;~~
- ~~B. Live/work uses cannot be open to walk-in trade or client visits other than by appointment;~~
- ~~C. Only one employee, other than the resident, may be employed on site;~~
- ~~D. Work activity must be conducted entirely within the individual unit;~~
- ~~E. Outdoor storage is not permitted;~~
- ~~F. Live/work uses cannot generate hazardous materials or employ hazardous processes;~~
- ~~G. The live/work use cannot be publicly observed;~~
- ~~H. Live/work activities, such as noise, vibration, dust, odors, fumes, smoke, heat, electrical interference or other similar nuisances, cannot be perceptible beyond the individual unit;~~

I. ~~Live/work activities cannot increase pedestrian or vehicle traffic beyond that ordinarily associated with residential occupancy nor can it reduce the number of required off street parking spaces available for residential use;~~

J. ~~One wall sign is permitted at the entrance of each individual unit. The wall sign cannot exceed six (6) square feet and cannot extend above or out from the wall. Signs cannot emit sounds, odor, or visible matter, such as smoke or steam. Signage may be lighted from another source such as gooseneck lamps. Internally illuminated and neon signs are not allowed. Rooftop signage is not allowed within the zone. Signs cannot contain any revolving, fluttering, flashing or spinning elements. All signage is subject to city requirements for sign permits.~~

\* \* \*

**SHARED MOBILITY DEVICE (SMD): Any transportation device by which a person can be propelled, moved or drawn, that is displayed, offered or placed for rent in any Public Area, Public Right-of-Way, or Private Property. This includes Shared Bicycles, Shared Electric Assist Bicycles (Shared E-Assist Bikes), Shared Electric Scooters, and similar devices as determined by the City. This definition excludes car share vehicles, taxicabs, and similar motor vehicles.**

\* \* \*

**SOLAR ACCESS: The access of a solar energy system to direct sunlight.**

**SOLAR COLLECTOR: A device, structure or a part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.**

**SOLAR ENERGY: Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.**

**SOLAR ENERGY SYSTEM: A device or structural design feature, a substantial purpose of which is to provide daylight for interior lighting or provide for the collection, storage and distribution of solar energy for space heating or cooling, electricity generation, or water heating.**

**SOLAR ENERGY SYSTEM, ACTIVE: A solar energy system whose primary purpose is to harvest energy by transforming solar energy into another form of energy or transferring heat from a collector to another medium using mechanical, electrical, or chemical means.**

**SOLAR ENERGY SYSTEM, GRID-INTERTIE: A photovoltaic system that is connected to an electric circuit served by an electric utility.**

**SOLAR ENERGY SYSTEM, GROUND-MOUNTED: An Active Solar Energy System that is structurally mounted to the ground and is not roof-mounted; may be of any size (small-, medium- or large-scale).**

**SOLAR ENERGY SYSTEM, LARGE-SCALE: An Active Solar Energy System that occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 250kW DC or greater).**

**SOLAR ENERGY SYSTEM, MEDIUM-SCALE: An Active Solar Energy System that occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 10 - 250 kW DC).**

**SOLAR ENERGY SYSTEM, OFF-GRID: A photovoltaic solar energy system in which the circuits energized by the solar energy system are not electrically connected in any way to electric circuits that are served by an electric utility.**

**SOLAR ENERGY SYSTEM, PASSIVE: A solar energy system that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.**

**SOLAR ENERGY SYSTEM, ROOF-MOUNTED: An Active Solar Energy System that is structurally mounted to the roof of a building or structure; may be of any size (small-, medium- or large-scale).**

**SOLAR ENERGY SYSTEM, SMALL-SCALE: An Active Solar Energy System that occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 10 kW DC or less).**

**SOLAR THERMAL SYSTEM: An Active Solar Energy System that uses collectors to convert the sun's rays into useful forms of energy for water heating, space heating, or space cooling.**

\* \* \*

~~VIDEO ARCADE: An establishment having coin operated, slug operated, or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image producing devices that show images to one or more persons per machine at any one time.~~

SECTION 10: ESMC § 15-2-4 (Height restrictions for walls and fences) is amended as follows:

15-2-4: HEIGHT RESTRICTIONS FOR WALLS AND FENCES

A. Generally: **Residential zones.** In any R Zone, a ~~42~~ **42** inches (42") in height may be located and maintained on any part of a lot. On an interior or corner lot, a wall or fence ~~not more than~~ **up to** six feet (6') in height may be located anywhere on the lot ~~to the rear of the rear line of~~ **behind** the required front yard. On a reversed corner lot, a wall or fence ~~not more than~~ **up to** six feet (6') in height may be maintained anywhere on the lot ~~to the rear of the rear line of~~ **behind** the required front yard except within the required triangular open area at the rear constituting a part of the required side yard of



the street side. The provisions of sections 15-2-6 and 15-2-11 of this chapter shall apply to walls and fences adjacent to corners and driveways. ~~Wall and fence heights in nonresidential zones shall be subject to the approval of the Director.~~

~~B. Retaining Walls:~~

~~1. Where a retaining wall protects a cut slope below the natural grade, as depicted in subsection E, figure 1 of this section, the retaining wall may be topped by a fence or wall of a height equal to that which would otherwise be permitted at that location. This does not apply to retaining walls which protect a fill slope.~~

~~2. Where a retaining wall contains a fill and is not located in any required setback, as depicted in subsection E, figure 2 of this section, the height of the retaining wall built to retain the fill is considered as contributing to the permissible height of a fence or wall. If required by the California Residential Code, an open work fence or guardrail, not more than forty two inches (42") in height, may be erected on top of a retaining wall. An "open work fence" means a fence in which the component solid portions are evenly distributed, vertically oriented, and constitute not more than twenty five percent (25%) of the total surface area of the fence.~~

~~3. A retaining wall located in any required setback, as depicted in subsection E, figures 3A and 3B of this section, may retain a maximum of three feet (3') of fill. The height of the retaining wall built to retain the fill is considered as contributing to the permissible height of \_\_\_\_\_ a \_\_\_\_\_ fence \_\_\_\_\_ or \_\_\_\_\_ wall.~~

~~In a required side or rear setback, if required by the California Residential Code, an open work fence or guardrail, not more than forty two inches (42") in height, may be erected on top of a retaining wall. However, the maximum height of the fence and/or wall including a required openwork fence or guardrail is limited to six feet six inches (6'6").~~

~~In a required front setback, a six inch (6") wall or fence may be erected on top of a wall which retains a maximum of three feet (3'). No open work fence, above the maximum forty two inch (42") total height, is allowed in the front setback.~~

~~C. Exceptions: The provisions of this section shall not apply to fences required by State law to surround and enclose public utility installations or to chainlink fences enclosing school grounds and public playgrounds.~~

~~D. Adjustments: A wall or fence up to eight feet (8') in height may be allowed in residential zones subject to the approval of an adjustment, pursuant to chapter 24 of this title. A variance is required for a wall or fence in a residential zone which exceeds eight feet (8') in height.~~

~~E. \_\_\_\_\_ Figures \_\_\_\_\_ And \_\_\_\_\_ Diagrams:~~

**1. Retaining Walls:**

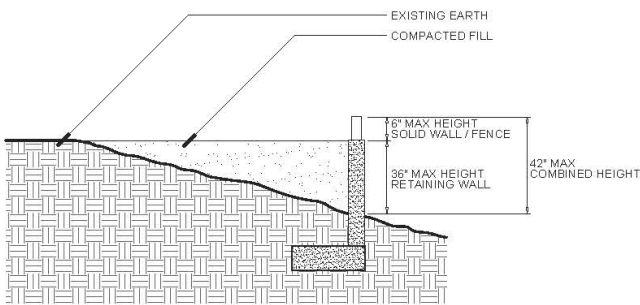
- a. Where a retaining wall protects a cut slope below the natural grade, as depicted in subsection 15-2-4A-4, the retaining wall may be topped by a fence or wall of a height equal to that which would otherwise be permitted at that location This does not apply to retaining walls which protect a fill slope.
- b. A retaining wall that protects a cut slope located in a required front or streetside setback is limited to three feet in height.
- c. Where a retaining wall contains a fill and is not located in any required setback, as depicted in subsection 15-2-4A-4, the height of the wall retaining the fill is considered as contributing to the permissible height of a fence or wall. If required by the California Residential Code, an open work fence or guardrail, not more than 42 inches in height, may be erected on top of a retaining wall. An "open work fence" means a fence in which the component solid portions are evenly distributed, vertically oriented, and constitute not more than 25 percent of the total surface area of the fence.
- d. A retaining wall located in any required setback, as depicted in subsection 15-2-4A-4, may retain a maximum of three feet of fill. The height of the retaining wall built to retain the fill is considered as contributing to the permissible height of a fence or wall.

In a required side or rear setback, if required by the California Residential Code, an open work fence or guardrail, not more than 42 inches in height, may be erected on top of a retaining wall. However, the maximum height of the fence and/or wall including a required openwork fence or guardrail is limited to six feet six inches.

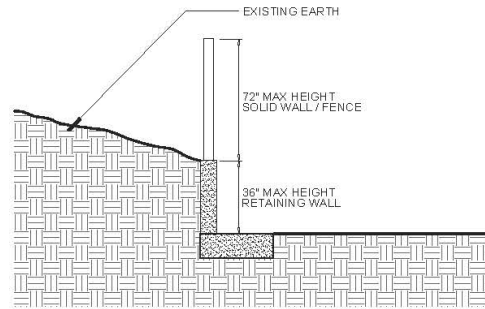
In a required front setback, a six-inch wall or fence may be erected on top of a wall which retains a maximum of three feet. No open work fence, above the maximum 42-inch total height, is allowed in the front setback.

- 2. Exceptions: The provisions of this section shall not apply to fences required by State law to surround and enclose public utility installations or to chainlink fences enclosing school grounds and public playgrounds.
- 3. Adjustments: A wall or fence up to eight feet in height may be allowed in residential zones subject to the approval of an adjustment, pursuant to chapters 22 and 23 of this title. A variance is required for a wall or fence in a residential zone which exceeds eight feet in height.
- 4. Figures And Diagrams:

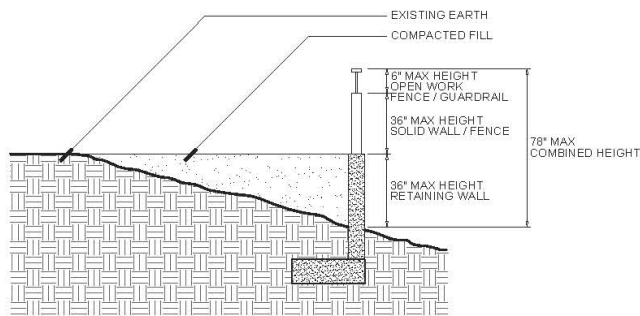
# RETAINING WALLS FOR RESIDENTIAL ZONES



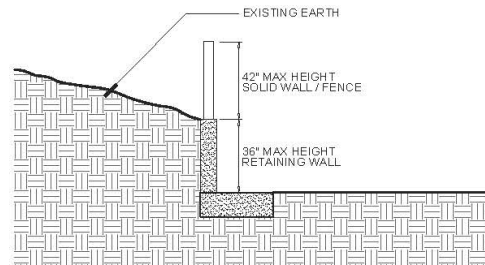
RETAINING WALL CONTAINING FILL IN FRONT SETBACKS



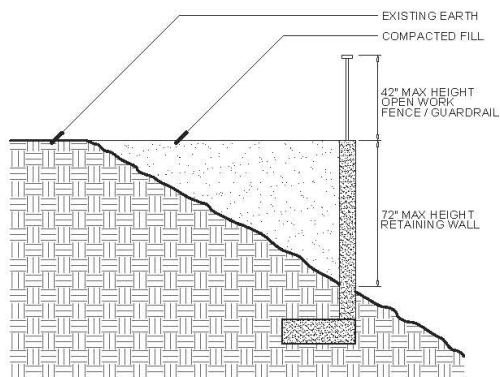
RETAINING WALL HOLDING CUT IN STREETSIDE SETBACKS



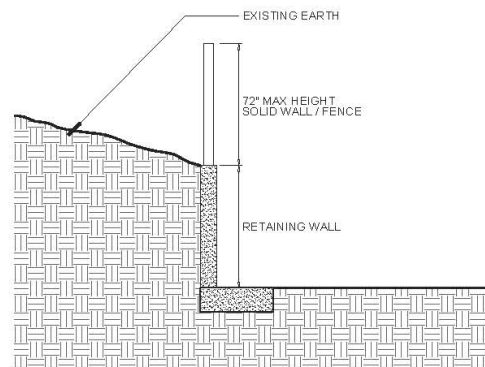
RETAINING WALL CONTAINING FILL IN SIDE OR REAR SETBACKS



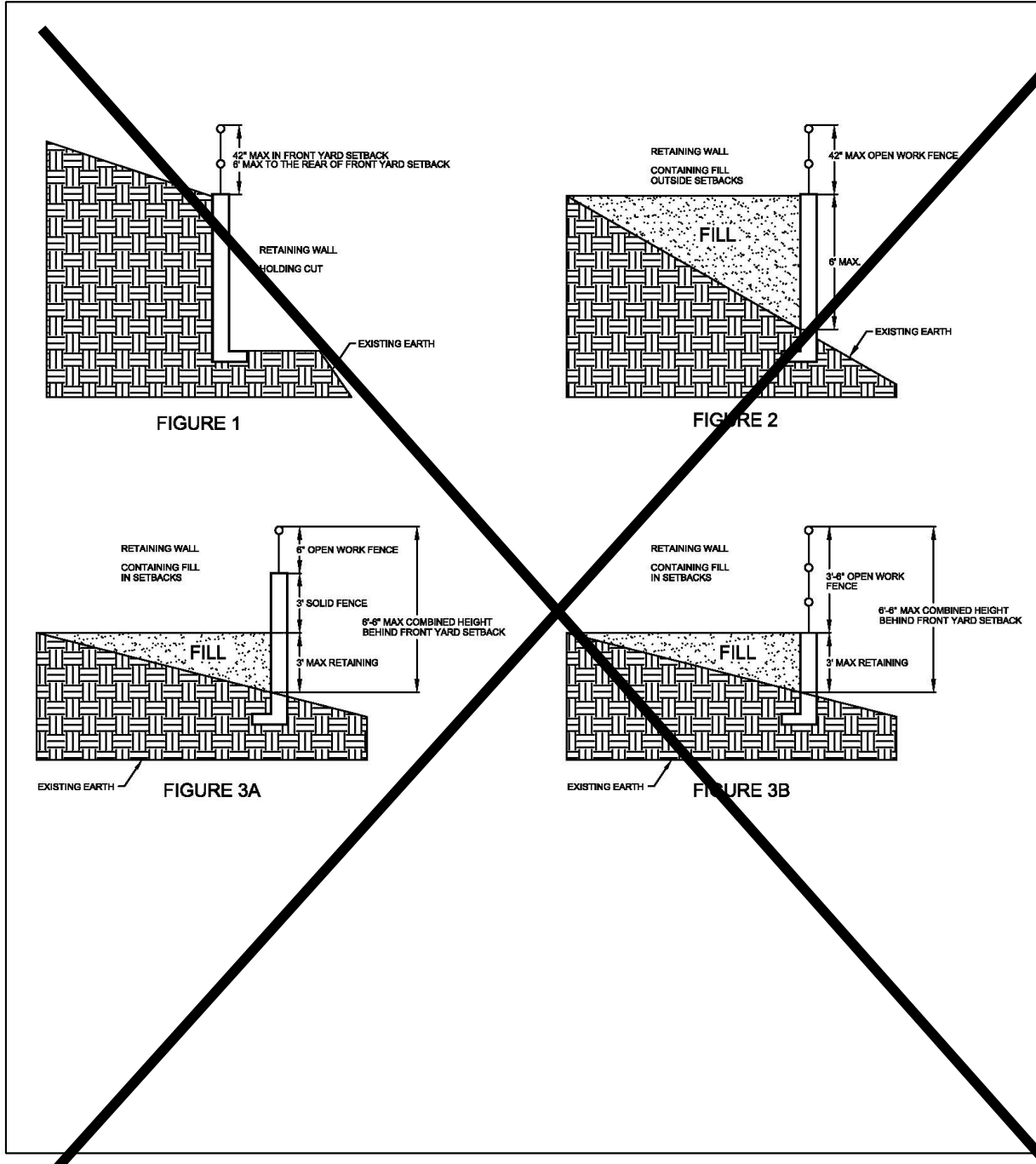
RETAINING WALL HOLDING CUT IN FRONT SETBACKS



RETAINING WALL CONTAINING FILL NOT IN SETBACKS



RETAINING WALL HOLDING CUT NOT IN FRONT OR STREETSIDE SETBACKS



**B. Non-residential zones. Open work fences up to eight feet in height may be located on any part of a lot. Solid fences or walls up to six feet in height may be located and maintained on any part of a lot behind the required front and street side setbacks. Solid fences or walls up to 42 inches in height may be located in a required front or street side setback.**

**Required walls. When abutting properties with a different zoning designation, a six-foot high masonry wall shall be provided along the common property lines.**

## 1. Retaining walls

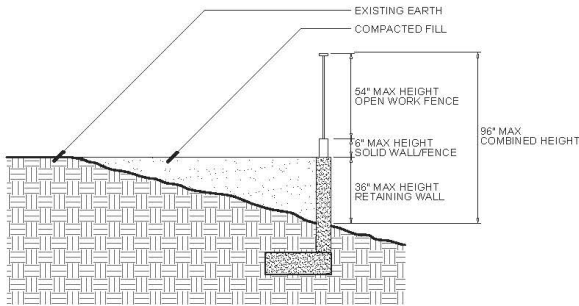
- a. Where a retaining wall protects a cut slope below the natural grade, as depicted in subsection 15-2-4B-4, the retaining wall may be topped by a fence or wall of a height equal to that which would otherwise be permitted at that location. This does not apply to retaining walls which protect a fill slope.
- b. A retaining wall that protects a cut slope located in a required front or streetside setback is limited to three feet in height.
- c. Where a retaining wall contains a fill and is not located in any required setback, as depicted in subsection 15-2-4B-4, the height of the wall retaining the fill is considered as contributing to the permissible height of a fence or wall. If required by the California Building Code, an open work fence or guardrail, not more than 42 inches in height, may be erected on top of a retaining wall. An "open work fence" means a fence in which the component solid portions are evenly distributed, vertically oriented, and constitute not more than 25 percent of the total surface area of the fence.
- d. A retaining wall located in any required setback, as depicted in subsection 15-2-4B-4, may retain a maximum of three feet of fill. The height of the retaining wall built to retain the fill is considered as contributing to the permissible height of a fence or wall.

In a required side or rear setback, if required by the California Building Code, an open work fence or guardrail, not more than 42 inches in height, may be erected on top of a retaining wall. However, the maximum height of the fence and/or wall including a required openwork fence or guardrail is limited to eight feet.

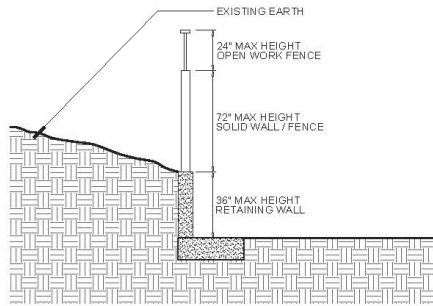
2. Exceptions: The provisions of this section shall not apply to fences required by state law to surround and enclose public utility installations or to chainlink fences enclosing school grounds and public playgrounds.
3. Adjustments: If there is a City-verified nuisance, criminal activity, or extraordinary topographical circumstances, a wall or fence may exceed the maximum permitted height by up to two feet subject to the approval of an adjustment by the Director, pursuant to chapters 22 and 23 of this title. A wall or fence may exceed the permitted height by more than two feet subject to the approval of an adjustment by the Planning Commission, pursuant to chapters 22 and 28 of this title.

## 4. Figures And Diagrams:

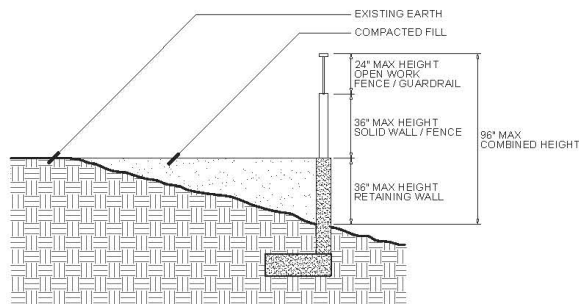
# RETAINING WALLS FOR NON RESIDENTIAL ZONES



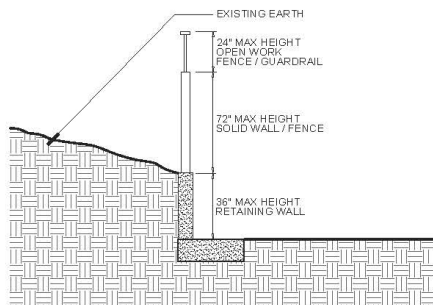
RETAINING WALL CONTAINING FILL IN FRONT SETBACKS



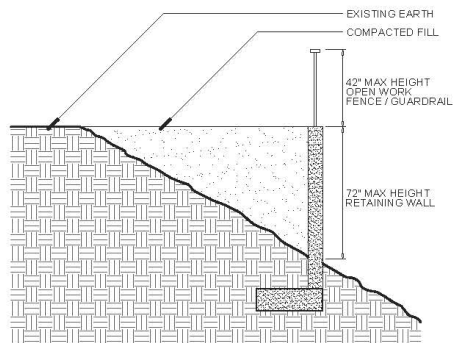
RETAINING WALL HOLDING CUT IN STREETSIDE SETBACKS



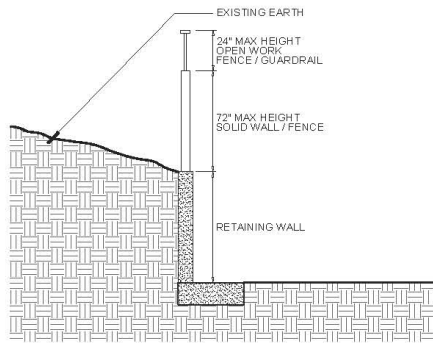
RETAINING WALL CONTAINING FILL IN SIDE OR REAR SETBACKS



RETAINING WALL HOLDING CUT IN FRONT SETBACKS



RETAINING WALL CONTAINING FILL NOT IN SETBACKS



RETAINING WALL HOLDING CUT NOT IN FRONT OR STREETSIDE SETBACKS

**C. Temporary Construction Fencing. Construction projects that are accessible from a street right-of-way or an abutting property and which remain in operation or expect to remain in operation for over 30 calendar days shall provide**

temporary construction fencing, as defined in Section 15-1-6 (Fence, Temporary Construction) of this code. Unless required to protect against a safety hazard, temporary construction fencing shall not be erected sooner than 15 days prior to commencement of construction. Once erected, temporary construction fencing shall be subject to the following standards and conditions:

1. The temporary construction fencing shall surround all safety hazards, as required by the building official, and shall prevent unauthorized entry to the subject parcel;

2. The temporary construction fencing shall adequately screen outdoor storage of construction equipment and materials as determined by the Director. Chain linked fencing with a mesh screen in addition to the material identified in ESMC Section 15-2-8 may be used as temporary construction fencing;

3. During construction, the subject temporary fencing shall be maintained in a satisfactory condition as determined by the Director; and

4. Temporary construction fencing shall be maintained in a satisfactory condition as determined by the Director, and shall be removed, unless such removal would create a safety hazard, as determined by the director or the city's building official, within 30 days of the following occurrences:

- a. The expiration or withdrawal of the building/grading permit for development of the fenced parcel; or
- b. Issuance of the final building/grading permit approval or certificate of occupancy for the development of the fenced parcel.

5. If temporary construction fencing is determined by the director or the city's building official to be necessary to protect against a safety hazard or attractive nuisance, the temporary fencing may be erected for a period of 180 days or for a longer period, as permitted by the building official until the hazard or nuisance is abated, after which the property owner shall either remove the temporary fencing or replace the temporary fencing with permanent fencing.

SECTION 11: ESMC § 15-2-5 (Height restrictions for buildings on through lots) is deleted in its entirety.

15-2-5: HEIGHT RESTRICTIONS FOR BUILDINGS ON THROUGH LOTS: \_\_\_\_\_

~~On through lots one hundred fifty feet (150') or less in depth, the height of a building on the lot may be measured from the elevation of the sidewalk of the street on which the building fronts. On through lots more than one hundred fifty feet (150') in depth, the height regulations shall apply to a depth of not more than one hundred fifty feet (150') from that street which permits the greater height.~~

SECTION 12: ESMC § 15-2-6 is amended as follows:

**15-2-6: CORNER AND ALLEY CLEARANCE:**

For the purpose of safe visibility, all corner lots, and reversed corner lots must maintain a triangular area, described as follows: one ~~(1)~~ angle must be formed by the front and side property lines, and the sides of this angle must be ~~fifteen~~**15** feet ~~(15')~~ in length, measured along the front and side property lines; the third side of this triangle must be a straight line connecting the two ~~(2)~~ other lines at their endpoints.

Lots located at the intersection of a public street and an alley must maintain a triangular area, described as follows: one ~~(1)~~ angle must be formed by the property lines abutting the street and the alley, and the sides of this angle must be five feet ~~(5')~~ in length. The third side of this triangle must be a straight line connecting the two ~~(2)~~ other lines at their endpoints. Along alleys that are more than ~~fifteen~~**15** feet ~~(15')~~ wide, this triangle must be located only on the lot to the right of the alley as seen from a vehicle exiting the alley to enter the adjacent street.

Within the area comprising these triangles, no trees, fences, shrubs, retaining walls, buildings and structures, or other physical obstructions may exceed ~~thirty~~**30** inches ~~(30")~~ in height from street grade, unless it is a tree which is trimmed to provide a minimum of ~~twelve~~**12** feet ~~(12')~~ of visibility from street grade under the canopy created by the branches.

SECTION 13: ESMC § 15-2-7 is amended as follows:

**15-2-7: ENCROACHMENTS:**

Encroachments are subject to the following provisions in the indicated zones:

A. All Zones: ~~"Architectural landscape features" as defined in section 15-1-6 of this title may encroach into setbacks as specified in section 15-2-14 of this chapter. In all zones, every~~**Every** required yard must be open and unobstructed from the ground up, except the following intrusions may project two feet ~~(2')~~ into required yards, provided the required yard cannot be reduced to less than three feet ~~(3')~~ in width:

1. Bay and greenhouse windows, on the first floor in any setback and on the second floor only in the front yard setback, provided that said window is not wider than eight feet ~~(8')~~ measured in the general direction of the wall of which it is a part;

2. Cornices, corbels, columns, belt courses, sills, eaves or other similar architectural building features as defined in section [15-1-6](#) of this title. Eaves may project six inches ~~(6")~~ into any nonconforming side or rear yard which is three feet ~~(3')~~ in width;

3. Fireplace structures not wider than eight feet ~~(8')~~ measured in the general direction of the wall of which it is a part;



4. Planting boxes or masonry planters not exceeding ~~forty-two~~**42** inches (42") in height; ~~and~~

5. Uncovered porches, platforms and landings which do not extend above the floor level of the first floor. Ramps, stairs, and safety guardrails leading to said porches, platforms and landings may encroach further into a required setback but must maintain at least a three-foot (~~3'~~) distance to a property line; and

**6. "Architectural landscape features" as defined in section 15-1-6 of this title may encroach into setbacks as specified in section 15-2-14 of this chapter.**

B. Residential Zones: In Residential Zoning Districts:

1. A porte-cochere (open carport) may be placed over a driveway in the front ~~twenty~~**20** feet (20') of one side yard setback, outside of the front yard setback, or attached to the front ~~twenty~~**20** feet (20') of one dwelling unit closest to the front lot line, provided the structure is not more than one story in height; is unenclosed on three (~~3~~) sides; and is entirely open except for the necessary supporting columns and architectural features.

2. Mechanical equipment, such as pool heaters, water heaters, air conditioners, and solar energy system appurtenances not wider than eight feet (~~8'~~) measured in the general direction of the wall of which it is a part, and adequately soundproofed, may project two feet (~~2'~~) into required side and rear yards, provided the required yard cannot be reduced to less than three feet (~~3'~~).

3. Detached arbors, pergolas, or trellises that partially cover a walkway and do not exceed eight feet (~~8'~~) in overall height, six feet (~~6'~~) in width, and five feet (~~5'~~) in length may have a zero setback in the front and street-side yards. However, the structures must comply with the requirements of sections [15-2-6](#), "Corner And Alley Clearance", and [15-2-11](#), "Driveway Visibility", of this chapter.

4. Uncovered porches, platforms and landings which do not exceed ~~twelve~~**12** inches (42") in height above finished grade may have a zero setback in non-street fronting side and rear yards.

**5. Built-in barbeques may have a zero setback in non-street fronting side and rear yards provided that the structures:**

**a. have no trellis or similar cover;**

**b. are placed adjacent to an existing solid wall;**

**c. do not exceed the maximum height of the adjacent solid wall, up to a maximum of six feet;**

**d. are less than 120 square feet in size;**

**e. are located a minimum of three feet from an adjacent structure; and**

**f. are consistent with the California Fire Code.**

C. Nonresidential Zones: In nonresidential zoning districts, mechanical equipment and

accessory structures that do not contain occupied space, as defined by the California Building Code adopted by this Code, or that do not contain net floor area, as defined in section [15-1-6](#) of this title, may be located within a required interior side or rear setback area.

1. Mechanical equipment includes emergency generators; air conditioning and heating units; transformers; solar energy system appurtenances; and other equipment that is accessory to the principal permitted use. Mechanical equipment does not include electrical substations.

2. Accessory structures include trash and recycling enclosures; ground-mounted and covered parking solar energy systems; and structures that exclusively house building operating equipment that is accessory to the principal permitted use.

3. Mechanical equipment and non-occupied accessory structures within a required setback are subject to the following requirements:

- a. The mechanical equipment or accessory structure may not be higher than ~~eighteen~~**18** feet (18').
- b. The mechanical equipment or accessory structure may not be longer than ~~sixty~~**60** feet (60') parallel to the line of the property to which it is situated or longer than ~~thirty-five~~**35** percent (35%) of the length of such property line to which it is situated, whichever is less.
- c. The mechanical equipment or accessory structure may not be located within a required interior side or rear setback area if the interior side or rear property line abuts a ~~Residentially~~**residentially** zoned property or abuts a public street.
- d. Operation of the mechanical equipment must not exceed the noise standards for commercial and industrial property as identified in this Code.
- e. The mechanical equipment or accessory structure must be set back from any interior side or rear property line to meet all access, safety, and screening requirements as specified in title 13 of this Code and this title, including, but not limited to, adequate ingress and egress for public safety employees.

D. Urban Mixed Use North (MU-N), Urban Mixed Use South (MU-S), Corporate Office (CO) And Light Industrial (M-1) Zones: In addition to the encroachments permitted in nonresidential zoning districts generally, patios, decks, and similar outdoor areas used as gathering spaces; and outdoor dining areas, may be located within setback areas as follows:

1. Stairs, pedestrian ramps, and related safety guardrails must maintain at least a ~~three-foot~~ (3') distance to a lot line.

2. Patios, decks, and similar outdoor areas used as gathering spaces, and outdoor dining areas must be enclosed by walls, fences, and/or hedges. These may be up to ~~forty-two~~**42** inches (42") in height and maintain at least a ~~five-foot~~ (5') distance to a property line. Walls, fences, and/or hedges may exceed ~~forty-two~~**42** inches (42") in height, provided that the portion exceeding ~~forty-two~~**42** inches (42") in height is of a transparent or translucent material, subject to the review and approval of the Director. These areas may be covered by a nonsolid trellis or pergola; or by a retractable awning, large umbrella or

other similar nonpermanent cover which provides protection from rain, subject to the approval by the Director.

SECTION 14: ESMC § 15-2-8 is amended as follows:

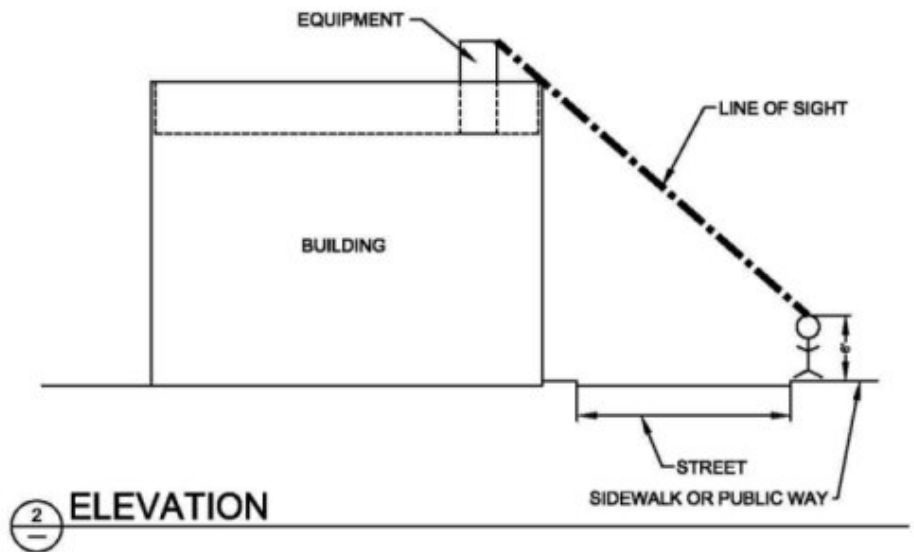
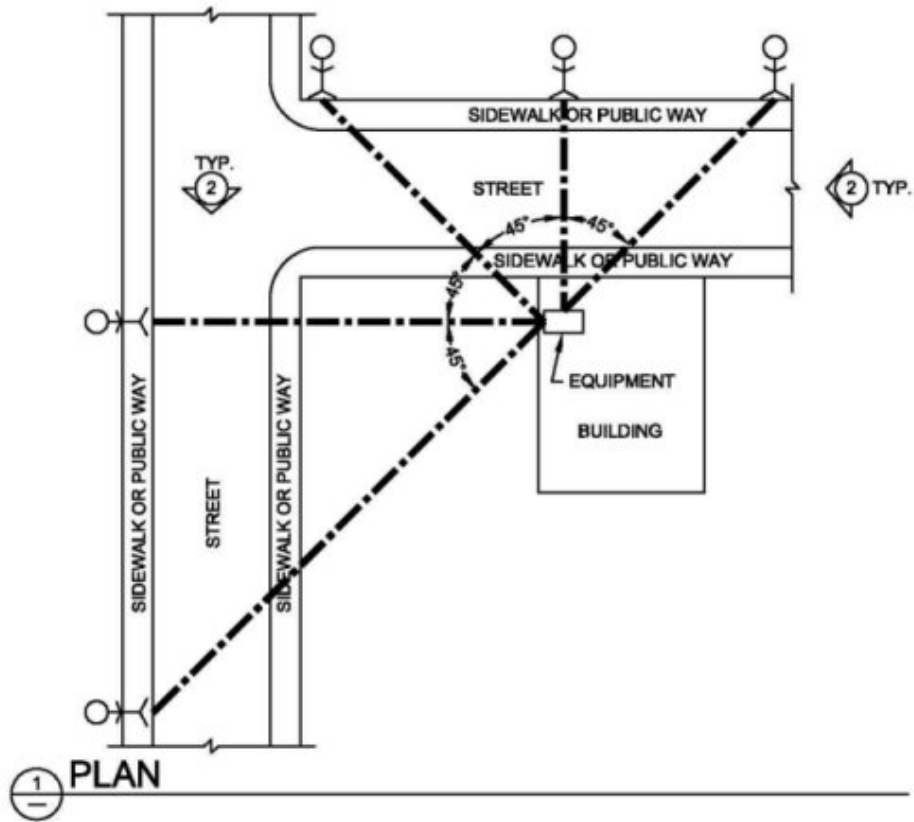
**15-2-8: SCREENING:**

Equipment must be screened in the following manner:

- A. Electrical Lines; Cables: All electrical, telephone, cable television and similar service wires and cables which provide direct service to the property being developed, within the exterior boundary lines of such property, must be installed underground. Risers on poles and buildings are permitted and must be provided by the developer or owner onto the pole which provides service to said property. Utility service poles may be placed on the rear of the property to be developed only for the purpose of terminating underground facilities. The developer or owner is responsible for complying with the requirements of this section and must make the necessary arrangements with the utility companies for the installation of such facilities.
- B. Equipment; Appurtenances: Equipment and appurtenances such as, but not limited to, surface mounted transformers, pedestal mounted terminal boxes and meter cabinets, sprinkler manifolds and concealed ducts in an underground system may be placed above ground, provided that they are located in a fully enclosed structure or are screened from public view to the satisfaction of the Director. Screening must sufficiently obstruct view of said equipment from public rights-of-way surrounding the equipment location. Screening material may include masonry, metal, wood, vinyl or similar durable material. Screening may be up to ~~thirty~~30 percent (~~30%~~) open on the vertical surface, for example, perforated, lattice, louvered, and stacked. Chain link fencing may not be used for screening equipment. All vent pipes and similar devices which are attached to a building must be painted to match the building.
- C. Rooftop Installation: Mechanical equipment installed on rooftops must be screened from public view to the satisfaction of the Director. Screening must sufficiently obstruct the view of said equipment from public rights-of-way surrounding the equipment location. Screening material may include masonry, metal, wood, vinyl or similar durable material. Screening material and colors must be compatible with the building on which the equipment is located. Screening may be up to ~~thirty~~30 percent (~~30%~~) open on the vertical surface, for example, perforated, lattice, louvered, and stacked. Chain link fencing may not be used for screening equipment.
- D. Storage Areas: All outdoor storage areas, including those for cartons, containers and trash, must be screened from public view to the satisfaction of the Director. Screening must sufficiently obstruct view of said equipment from public rights-of-way surrounding the storage area location. Screening material may include masonry, metal, wood, vinyl or similar durable material. Chain link fencing may not be used for screening of storage areas.

**E. Solar energy systems: All solar energy system appurtenances including, but not limited to, electrical conduit, junction boxes, water tanks, supports, and plumbing shall be screened to the maximum extent possible without compromising the effectiveness of the solar collectors, and shall be painted a color similar to the color of the surface upon which they are mounted. Solar collectors (modules, inverters and rails) are exempt from the screening and color provisions of this subsection.**

FIGURE 1- SCREENING



SECTION 15: ESMC § 15-2-14 is amended as follows:

**15-2-14: LANDSCAPING:**

- A. Requirement; Purpose: The goal of this section is to ensure that adequate landscape areas and permanent water efficient irrigation systems are provided for all nonresidential development. The area extending between a building(s) and property lines must contain both softscape and hardscape landscape materials, except for those portions devoted to vehicular parking and loading. All softscape area provided for each project site in nonresidential zoning districts must be natural plant material, preferably native to the area and not include artificial turf or synthetic grass except as otherwise provided in this title. ~~Lots in residential zoning districts are allowed to contain artificial turf or synthetic grass provided that the Director of Planning and Building Safety will review the use of artificial turf or synthetic grass to require that the type and quality of material used is not harmful to the environment (such as containing lead based or other hazardous materials); to require a pervious surface to address percolation, drainage, runoff, and stormwater detention requirements; and to require that the artificial turf or synthetic grass is incorporated into a comprehensive landscaping design and site planning.~~ All nonresidential landscape projects must comply with chapter 15A of this title relating to water conservation in landscaping.
- B. Components: To achieve these purposes, the landscape criteria is divided into the following components:
1. Vehicular Use Areas: All surface vehicular use areas (VUA) shall provide landscape areas including shade trees and permanent irrigation systems, to cover five percent (5%) of the VUA. Landscaping shall be distributed uniformly throughout the VUA, and shall be in addition to the required property perimeter and building perimeter landscaping. There shall be one (1) tree for every ~~three thousand (3,000)~~ square feet of VUA. These trees shall be evenly distributed throughout the automobile parking area to provide shade and provided around the perimeter of truck loading/waiting areas to provide screening. Individual tree and planter areas shall not be less than three feet (3') in width, excluding curbs.
  2. Building Perimeter: In those instances where setbacks are provided, all buildings, including parking structures, shall have landscape areas and permanent irrigation systems around their perimeter. A minimum horizontal depth of five feet (5') of landscape materials, excluding curbs, shall be provided around the buildings, except additions to buildings in the rear one-third ( $\frac{1}{3}$ ) of a lot, which do not abut residential property, where landscaping would not be visible from the public right-of-way need not provide building perimeter landscaping in the rear. A combination of soft and hard landscape materials may be installed, provided the use of such materials form a cohesive, attractive and functional design.
  3. Property Perimeter: All required setback areas must be landscaped as required by chapter 15A of this title. In addition, the landscaping must incorporate the theme utilized for the public rights-of-way and one (1) shade tree must be provided for every ~~twenty five feet (25')~~ **25 feet** of street frontage. The following encroachments are permitted into the landscaped setback areas:

- a. Parking spaces, including spaces for automobiles, bicycles, and shared mobility devices, may encroach into a required street-facing setback up to a maximum of ~~fifty~~**50** percent (~~50%~~) of the required setback area, provided a minimum landscaped setback of five feet (~~5'~~) is maintained. ~~Parking~~**These** spaces may encroach into a required interior side and rear setback up to the interior side or rear property line, provided that the interior side and rear property line does not abut a public or private street.
- b. "Architectural landscape features", as defined in section 15-1-6 of this title, may encroach into the landscaped setback area up to a maximum of ~~eighty~~**80** percent (~~80%~~) of the required setback ~~area~~**distance**, provided a minimum landscaped setback of five feet (~~5'~~) is maintained. The features may cover a maximum of ~~twenty-five~~**25** percent (~~25%~~) of the total **setback** area of the ~~setback~~, and be a maximum of ~~twenty~~**20** feet (~~20'~~) in height. Encroachments which exceed any of these standards, or which contain an open roof covering or side walls with greater than ~~twenty~~**20** percent (~~20%~~) component solid portions, requires the approval of an adjustment, as provided in chapter ~~24~~**22** of this title.

A combination of soft and hard landscape materials may be installed, provided the use of such materials will form a cohesive, attractive and functional design. Such design is to be integrated with and, if appropriate, physically connected to that provided for the building and VUA areas.

4. Minimum ~~Sizes For Plant Material~~**sizes for plant material**:

- a. The minimum tree container size for all trees on a site must be provided as follows:
  - (1) At least ~~twenty~~**20** percent (~~20%~~) of the trees must be ~~thirty-six~~**36**-inch (~~36"~~) box size or larger.
  - (2) At least ~~thirty~~**30** percent (~~30%~~) of the trees must be ~~twenty-four~~**24**-inch (~~24"~~) box size or larger.
  - (3) The remaining ~~fifty~~**50** percent (~~50%~~) must be ~~fifteen~~**15** gallon size or larger.
  - (4) The Director of ~~Planning and Building Safety~~ may approve smaller tree container sizes than required based on site conditions, however no tree may be smaller than a ~~fifteen~~**15** gallon size.
- b. Shrubs must be planted from a minimum five (~~5~~) gallon size container. One (~~1~~) gallon size containers may be allowed for shrubs that are not commonly available in five (~~5~~) gallon size containers, subject to approval by the Director of ~~Planning and Building Safety~~.

SECTION 16: ESMC § 15-2-15 regarding video arcades is deleted.

SECTION 17: ESMC Article 15-4A (Single-Family Residential (R-1) Zone) is amended in its entirety to read as follows:

**ARTICLE A: PERMITTED USES IN RESIDENTIAL ZONES**

**15-4A-1: PERMITTED USES:**

**Table No. 1 below contains the uses permitted in the R-1, R-2 and R-3 zones, including uses permitted by right, accessory uses, and uses subject to a conditional use permit.**



**Table No. 1 – Permitted uses in residential zones**

Uses	Zones		
	R-1	R-2	R-3
<b>Residential uses/Hospitality</b>			
Accessory dwelling units, per ESMC Article 15-4E	A	A	A
Condominiums and stock cooperatives converted from multiple-family dwellings subject to the requirements of the Subdivision Map Act			P
Lodging houses			P
Micro-unit developments <sup>3</sup>			P
Mobile home parks, subject to Building and California Health and Safety Code regulations	CUP	CUP	CUP
Mobile or manufactured homes	P	P	P
Multiple-family dwellings			P
Renting of up to two rooms to not more than four persons per dwelling unit	P	P	P
Short-term rentals, per ESMC Chapter 4-16 <sup>2</sup>	P	P	P
Single-family dwellings	P	P	P
Two-family dwellings, duplexes, or two one-family dwellings		P	P
<b>Group care uses</b>			
Daycare centers			P
Family care home, foster family home, or group home serving six or fewer children (State authorized, certified or licensed)	P	P	P
Large family daycare homes	P	P	P
Residential facility, residential care facility, residential care facility for the elderly, intermediate care facility, developmentally disabled habilitative or nursing, or congregate living health facility, serving six or fewer persons (State authorized, certified or licensed)	P	P	P
Senior citizen housing subject to California Government Code sections 65913, 65914 and 65915			CUP
Senior housing facilities, including, but not limited to, rest homes, convalescent homes, or nursing homes			CUP
Small family daycare homes	P	P	P

Transitional or Supportive Housing	P	P	P
<b>Non-residential uses</b>			
Assembly halls		CUP	CUP
Home occupations	P	P	P
Private schools		CUP	CUP
<b>Miscellaneous uses</b>			
Animals and pets per ESMC Chapter 6-2	P	P	P
Beekeeping per ESMC Chapter 6-2	A		
Detached accessory buildings and structures, including private garages	A	A	A
Play structures	A	A	A
Public parking areas abutting lots zoned commercial or industrial			CUP
Public parks, playgrounds, and recreational areas, except ballparks, bleachers, swimming pools or similar facilities for competitive sports or for use/hiring of public amusement devices	P	P	P
Roof-mounted and small-scale ground-mounted solar energy systems	A	A	A
Any use customarily incidental to a permitted use	A	A	A
Other similar uses approved by the Director, per ESMC Chapter 15-22	A, P, AUP, CUP	A, P, AUP, CUP	A, P, AUP, CUP

Notes:

1. P = Permitted use, A = Accessory use, AUP = Use subject to an administrative use permit (Per ESMC Chapters 15-22 and 15-23), CUP = Use subject to a conditional use permit (per ESMC Chapters 24 and 28), N = prohibited
2. A short-term rental unit is not a permitted use in the absence of a valid short-term rental permit per ESMC Chapter 4-16
3. Subject to the provisions of ESMC Chapter 15-13C (Micro-units)

SECTION 18: ESMC Article 15-4B (Two-Family Residential (R-2) Zone) is amended in its entirety to read as follows:

## **ARTICLE B. SINGLE-FAMILY RESIDENTIAL (R-1) ZONE**

### **15-4B-1: PURPOSE**

### **15-4B-2: PERMITTED USES**

### **15-4B-3: SITE DEVELOPMENT STANDARDS FOR LOTS WIDER THAN 25 FEET**

### **15-4B-3-1: SITE DEVELOPMENT STANDARDS FOR LOTS 25 FEET WIDE OR LESS**

### **15-4B-4: LANDSCAPING**

### **15-4B-5: OFF STREET PARKING AND LOADING SPACES**

### **15-4B-6: SIGNS**

### **15-4B-7: VEHICULAR ACCESS**

### **15-4B-1: PURPOSE:**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated Single-Family on the General Plan land use map and in the General Plan text. This zone is to provide for and promote the development of single-family homes within a safe and healthy environment for existing and future residents.

### **15-4B-2: PERMITTED USES**

Permitted uses, permitted accessory uses, and uses subject to conditional use permit for all residential zones are listed in Article 15-4A of this Title.

### **15-4B-3: SITE DEVELOPMENT STANDARDS FOR LOTS WIDER THAN 25 FEET:**

All uses on lots that are wider than 25 feet within the R-1 Zone must comply with the development standards contained in this section.

#### **A. General Provisions:**

1. As provided by [chapter 2](#) of this title.
2. New dwelling units must be internally integrated and connected.
3. An addition to, or extension of, a dwelling unit, except a garage or an accessory dwelling unit, must share a common wall and be internally integrated and connected to the existing dwelling unit.
4. Mobile and manufactured homes are subject to the following requirements:
  - a. The mobile or manufactured homes has been certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, and has not been altered in violation of applicable codes; and
  - b. The mobile or manufactured home must be installed on a permanent foundation in compliance with all applicable building regulations and division

13, part 2 (commencing with section 18000) of the California Health and Safety Code.

B. Height:

1. The height of all buildings or structures with a pitched roof must not exceed 32 feet and two stories. Buildings or structures with a flat roof must not exceed 26 feet and two stories.
2. A maximum grade differential of six feet is permitted on sloping lots. The height which exceeds the maximum grade differential is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
3. See section [15-2-3](#) of this title for exceptions to building height.

C. Lot Area: A minimum of 5,000 square feet.

D. Setbacks:

1. Front yard: Minimum setback of 22 feet. Front yard setbacks for two car and three car garages located in the front half of a lot must comply with the standards contained in subsection G of this section.
  - a. Permitted front yard setback encroachments:
    - (1) Porches or verandas in a front yard setback not fully enclosed on three sides (railings and/or columns permitted) may encroach into the front setback a maximum of six feet;
    - (2) The first floor front yard setback facing exterior wall of a dwelling may encroach up to two feet for a width not exceeding 30 feet when a first floor porch or veranda, not fully enclosed on three sides, is also projecting into the front yard setback. The total amount of encroachment may not exceed six feet in depth combined for both the dwelling structure and a porch or veranda, for a minimum 50 percent of the building width;
    - (3) Raised decks, where the walking surface is not greater than 24 inches above adjacent grade, in conjunction with a lattice deck cover not greater than 10 feet above adjacent grade may encroach into the front yard setback a maximum of six feet in depth and 50 percent of the building width;
    - (4) Lattice patio covers, pergolas, arbors, or trellises not greater than 10 feet in height (as measured from the lowest adjacent grade to the highest point of the cover) may encroach into the front yard setback a maximum of six feet in depth and 50 percent of the building width;
    - (5) Architectural elements such as towers or turrets not greater than eight feet in diameter may encroach into the front setback a maximum of four feet;
2. Side yard: Structures must maintain a minimum setback on each side of the lot of 10 percent of the width of the lot, but can never be less than three feet and need not be more than six feet.
3. Setbacks for detached accessory structures:
  - a. Detached accessory structures, including garages, must maintain a minimum setback on each side of the lot of 10 percent of the width of the lot, but may not be less than three feet and need not be more than six feet on the first floor.

- b. The second floor of a detached accessory structure, including garages, must maintain a minimum setback on each side of the lot of 10 percent of the width of the lot plus an additional setback of two feet, but must not be less than five feet and need not be more than eight feet.
  - c. Detached accessory structures, including garages, that are only one story in height and are located in the rear third of the lot, must maintain a minimum side setback of two feet.
  - d. Detached accessory structures that are two stories high, and located in the rear third of the lot, must maintain a minimum side setback of two feet on the first floor and a minimum five feet on the second floor.
  - e. Detached accessory structures must maintain a minimum setback of three feet from the rear property line on the first floor and must maintain a minimum setback of five feet from the rear property line on the second floor.
  - f. Rooftop decks with required railings are permitted on single-story accessory structures and on top of the single-story portions of two-story accessory structures. Rooftop decks are not permitted on top of two-story accessory structures. Rooftop decks must maintain a minimum setback on each side of the lot of 10 percent of the width of the lot, plus an additional setback of two feet but can never be less than five feet, as measured from the property line to the required railing of the rooftop deck.
4. Side yard, Reversed Corner: Reversed corner lots must have the following side yard with a triangular area described as follows: One angle must be formed by the rear and street side property lines, and the sides of this angle must be 15 feet in length, measured along the rear and street side property lines. The third side of this triangle must be a straight line connecting the two other lines at their endpoints. This triangular side yard setback area is in addition to the other side yard setback requirements described in subsection D2 of this section.
  5. Rear yard: Primary structures must maintain a minimum setback of five feet.
  6. Exceptions: Notwithstanding the provisions of this subsection D, the west side yard of 618 W. Oak Avenue, more particularly described as the north 142.5 feet of the south 285 feet of the east 50.265 feet of Lot 14, Block 9, Tract No. 1685, commencing 63 feet south of the front lot line and continuing south a distance of 30 feet, must be three inches in width so long as that certain structure located along that 30-foot distance which existed on January 11, 1973, remains in existence. Upon the removal or destruction of said building, this property is no longer exempt from this subsection D.

Notwithstanding the provisions of this subsection D, the south side yard of 724 Penn Street, more particularly described as the south 55 feet of the north 110 feet of Lot 8, Block 92, El Segundo Sheet No. 4, commencing 84 feet east of the front lot line and continuing east a distance of 20 feet, must be three feet in width so long as that certain structure located along that 20 foot distance which existed on January 11, 1973, remains in existence. Upon the removal or destruction of said building, this property is no longer exempt from this subsection D.

E. Lot Width: A minimum of 50 feet.

#### F. Minimum Unit Size and Floor Area Ratio:

The minimum dwelling unit size shall be 250 square feet and the floor area ratio shall be as follows:

1. The maximum total building area on the lot shall not exceed an overall floor area ratio (FAR) of 0.60. There is no minimum building size.
2. The maximum FAR for the second floor of the primary structure shall not exceed 0.25.
3. In calculating the overall FAR, floor area is measured to the interior of a building's perimeter walls and shall include all floors of the primary dwelling (i.e., main structure), attached and detached accessory dwelling units, habitable attic space, accessory buildings, balconies, decks, verandas, and porches.
4. Areas where the vertical measurement between the floor and ceiling directly above is 14 feet or more shall be counted on both the first and second stories for FAR calculations (areas such as rotundas, spaces with vaulted ceilings, and other similar areas with volume).
5. Stairs and elevators are counted once and are applied to the first floor.
6. For purposes of calculating floor area, the following are not included:
  - a. Basements as defined in section [15-1-6](#) of this title;
  - b. Up to 500 square feet of interior floor area of an attached or detached garage;
  - c. Detached accessory structures measuring not more than 120 square feet;
  - d. First floor decks, verandas and porches under 30 inches in height (as measured from adjacent grade to the walking surface).
  - e. Up to 500 square feet cumulative of first floor decks, verandas and porches, covered or uncovered, attached or detached, and at least 30 inches in height (as measured from adjacent grade to the walking surface), provided that the deck, veranda or porch is at least 50 percent open on the sides.
  - f. Second floor balconies and decks that are not covered.
  - g. Up to 12 square feet of second floor decks and balconies that are covered by roof, lattice or trellis.
  - h. The area of decks, balconies, verandas or porches covered by eave projections up to 18 inches.
7. In cases of uncertainty or ambiguity, the director will determine whether an area is counted toward FAR.

#### G. Placement of buildings and structures:

1. A minimum distance of three feet must be maintained between buildings.
2. A detached single-story accessory structure in the rear third of the lot may be located as described in the requirements for setbacks in subsection D of this section, unless one of the following conditions exists:
  - a. Where the lot abuts an alley and the vehicular entrance to the detached accessory structure is from the alley, such detached accessory structure must be set back a distance measured from the opposite side of the alley that will provide a turning radius as follows:

90 degrees - 25 feet

75 degrees - 21 feet

60 degrees - 18 feet

45 degrees - 15 feet

- b. On the rear third of a reversed corner lot a single-story detached accessory structure may be built to the interior lot side line, but no building may be erected closer than five feet to the property line of any abutting lot to the rear. However, if an alley intervenes and the vehicular entrance to the detached accessory building is directly from the street side, a detached accessory building may be built to the rear lot line.
  3. A garage that is attached to a dwelling that is located in the front half of the lot facing the front property line must be set back a minimum of 24 feet from the front property line—unless the building has a porch, veranda, or deck at least eight feet in width by four feet in depth, then a minimum front setback of 22 feet is permitted.
  4. An attached three-car garage located in the front half of the lot that faces the front property line where one of the stalls is not tandem, must have at least two individual car door openings. The following garage designs are encouraged:
    - a. Three-car garages constructed as attached or detached structures at the rear of a lot.
    - b. Tandem for parking provided in excess of a two-car garage.
    - c. Attached three-car garages located on the front of a dwelling face toward the side property lines.
  5. Accessory outdoor showers attached to a building wall are permitted, but must not encroach in a required setback and must not be roofed. They may be enclosed with walls on three sides and a shower door on one side.
- H. Detached accessory buildings as defined in section 15-1-6 of this Title:
1. All detached accessory structures may not exceed 1,200 square feet gross floor area in aggregate per parcel;
  2. Except as permitted in Chapter 15-4E related to accessory dwelling units, detached accessory buildings are limited to two ~~(2)~~ stories, and may include an attic, which may be used for storage purposes only, provided that access to the attic is not from permanently fixed stairs (pull down type stairs are permitted), no plumbing is permitted, and electrical fixtures are limited to the minimum required by the California Building Code and California Electrical Code;
  3. Unless permitted as an accessory dwelling unit, detached accessory buildings may not contain a kitchen or kitchen facilities, a bathtub or shower and may not be used for sleeping purposes or as an "R" occupancy, as defined by the California Building Code, except that they may contain a sink and a toilet;
  4. Unless permitted as an accessory dwelling unit, detached accessory buildings may not be rented or used as a separate dwelling unit; and
  5. Before the City issues a building permit for a detached accessory structure, except an accessory dwelling unit, the Director will require that a covenant running with the land be recorded stating that the accessory structure may not be used in violation of this section.

### **15-4B-3-1: SITE DEVELOPMENT STANDARDS FOR LOTS 25 FEET WIDE OR LESS:**

All uses on lots 25 feet wide or less within the R-1 Zone must comply with the development standards contained in this section.

#### **A. General Provisions:**

1. As provided by [chapter 2](#) of this title.
2. New dwelling units must be internally integrated and connected.
3. An addition to, or extension of, a dwelling unit, except a garage or an accessory dwelling unit, must share a common wall and be internally integrated and connected to the existing dwelling unit.
4. Mobile and manufactured homes are subject to the following requirements:
  - a. The mobile or manufactured homes has been certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, and has not been altered in violation of applicable codes; and
  - b. The mobile or manufactured home must be installed on a permanent foundation in compliance with all applicable building regulations and division 13, part 2 (commencing with section 18000) of the California Health and Safety Code.

#### **B. Height:**

1. The height of all buildings or structures with a pitched roof must not exceed 32 feet and two stories. Buildings or structures with a flat roof must not exceed 26 feet and two stories.
2. A maximum grade differential of six feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
3. See section [15-2-3](#) of this title for exceptions to building height.

#### **C. Lot area: A minimum of 5,000 square feet.**

#### **D. Setbacks:**

1. Front yard: A minimum of 22 feet.
  - a. Permitted front yard setback encroachments:
    - (1) Porches or verandas in a front yard setback not fully enclosed on three sides (railings and/or columns permitted) may encroach into the front setback a maximum of six feet;
    - (2) The first floor front yard setback facing exterior wall of a dwelling may encroach up to two feet for a width not exceeding 30 feet when a first floor porch or veranda, not fully enclosed on three sides, is also projecting into the front yard setback. The total amount of encroachment may not exceed six feet in depth combined for both the dwelling structure and a porch or veranda, for a minimum 50 percent of the building width;



- (3) Raised decks, where the walking surface is not greater than 24 inches above adjacent grade, in conjunction with a lattice deck cover not greater than 10 feet above adjacent grade may encroach into the front yard setback a maximum of six feet in depth and 50 percent of the building width;
  - (4) Lattice patio covers, pergolas, arbors, or trellises not greater than 10 feet above adjacent grade (as measured from the lowest adjacent grade to the highest point of the cover) may encroach into the front yard setback a maximum of six feet in depth and 50 percent of the building width;
  - (5) Architectural elements such as towers or turrets not greater than eight feet in diameter may encroach into the front setback a maximum of four feet;
2. Side yard: A minimum of three feet.
  3. Detached accessory structures and garages: Detached accessory structures and attached garages are allowed along the property line on one interior side lot line, provided that the detached accessory structure or attached garage is in the rear one-third of the lot.
  4. Side yard, reverse corner: Reversed corner lots must have a side yard with a triangular area described as follows: One angle must be formed by the rear and street side property lines, and the sides of this angle must be 15 feet in length, measured along the rear and street side property lines. The third side of this triangle must be a straight line connecting the two other lines at their endpoints. This triangular side yard setback area is in addition to the other side yard setback requirements described in subsection D2 of this section.
  5. Rear yard: A minimum of five feet. Detached accessory structures are allowed zero setback on the rear property line.

E. Lot Width: A minimum of 50 feet.

F. Minimum Unit Size:

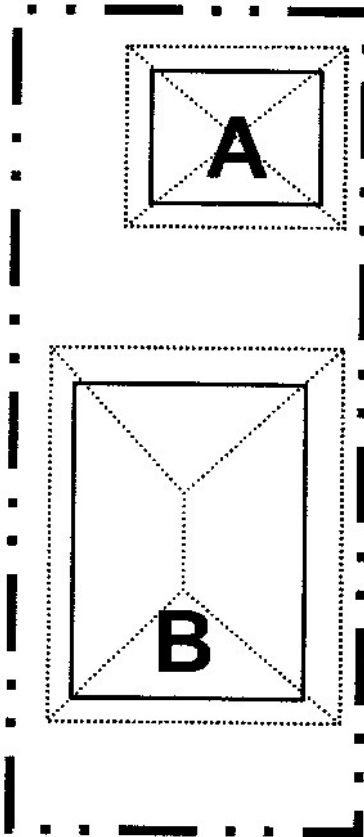
The minimum dwelling unit size shall be 250 square feet.

G. Placement of buildings and structures:

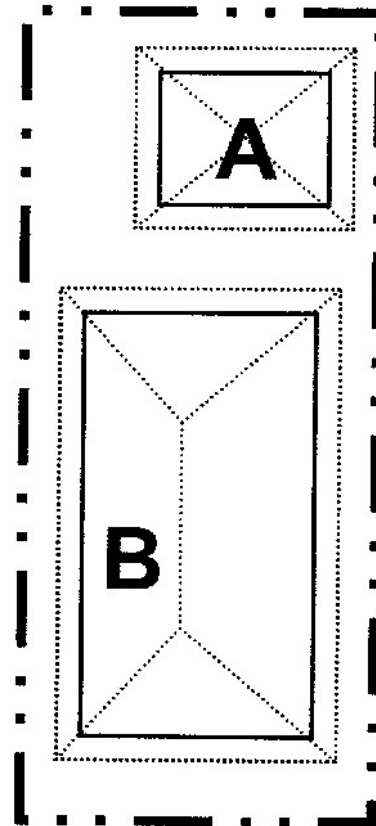
1. A minimum distance of three feet must be maintained between buildings;
2. A detached accessory structure in the rear third of the lot may be located on the rear and one interior side lot line, unless one of the following conditions exists:
  - a. Where the lot rears upon an alley and the vehicular entrance to the detached accessory structure is from the alley, such detached accessory structure must be set back a distance measured from the opposite side of the alley that will provide a turning radius as follows:
    - 90 degrees - 25 feet
    - 75 degrees - 21 feet
    - 60 degrees - 18 feet
    - 45 degrees - 15 feet
  - b. On the rear third of a reversed corner lot a detached accessory structure may be built to the interior lot side line, but no building must be erected closer than five feet to the property line of any abutting lot to the rear. However, if an alley

intervenes and the vehicular entrance to the detached accessory building is directly from the street side, a detached accessory building may be built to the rear lot line.

- H. Lot Coverage: All buildings, including detached accessory buildings, shall not cover more than 40 percent of the lot area. This coverage may be increased to 47 percent if the height of all the structures is limited to 18 feet. If a building exceeds 18 feet in height, the lot coverage shall not exceed 40 percent under any circumstances.



$A+B \leq 40\%$  if  
bldg. height is  
over 18'.



$A+B \leq 47\%$  if  
bldg. height is  
18' or under.

- I. Building Wall Modulation: Architectural building features, in conformance with the definition of "architectural building feature" in section [15-1-6](#) of this title, must be included to modulate the one-story exterior building walls subject to the approval of

the director, and for two-story structures as specified in subsection D, "Setbacks", of this section.

- J. Detached accessory buildings, not including detached accessory dwelling units as defined in section [15-1-6](#) of this Title:
1. All detached accessory structures may not exceed 1,200 square feet gross floor area in aggregate per parcel except as permitted in Chapter 15-4D;
  2. Except as permitted in Chapter 15-4E related to accessory dwelling units, detached accessory buildings are limited to one floor, but may include an attic, which may be used for storage purposes only, provided access to the attic is not from permanently fixed stairs (pull down type stairs are permitted), no plumbing is permitted, and electrical fixtures are limited to the minimum required by the California Building Code and California Electrical Code;
  3. Unless permitted as an accessory dwelling unit, detached accessory buildings may not contain a kitchen or kitchen facilities, a bathtub or shower and may not be used for sleeping purposes or as an R occupancy, as defined by the California Building Code, except that they may contain a sink and a toilet;
  4. Unless permitted as an accessory dwelling unit, detached accessory buildings may not be rented or used as a separate dwelling unit; and
  5. Before the City issues a building permit for a detached accessory structure, except an accessory dwelling unit, the Director must require that a covenant running with the land be recorded stating that the accessory structure may not be used in violation of this section.

#### **15-4B-4: LANDSCAPING:**

Landscaping and irrigation must be provided within the front and street side setback areas. Those setback areas fronting upon a public street must incorporate a combination of softscape and hardscape in the landscape except for those portions devoted to vehicular parking. They may contain artificial turf or synthetic grass provided that it: 1) is not harmful to the environment (such as containing lead based or other hazardous materials); 2) includes a pervious surface to address percolation, drainage, runoff, and stormwater detention requirements; and 3) is incorporated into a comprehensive landscaping design and site plan.

- A. A minimum of 25 percent of the front yard setback area must be maintained with permanent landscaping that contains a combination of lawn, trees, vines, bushes and ground covers, and does not include hardscape materials for lots less than 50 feet in width.
- B. A minimum of 35 percent of the front yard setback area must be maintained with permanent landscaping that contains a combination of lawn, trees, vines, bushes and ground covers, and does not include hardscape materials for lots that are 50 feet or greater in width.

#### **15-4B-5: OFF STREET PARKING AND LOADING SPACES:**

Off street parking must be provided as required by [chapter 15](#) of this title.

**15-4B-6: SIGNS:**

Signs in the R-1 zone must comply with the requirements of [chapter 18](#) of this title.

**15-4B-7: VEHICULAR ACCESS:**

Where an R-1 lot abuts an alley, vehicular access to the lot must be from the alley. Curb cuts and driveways must be installed in conformance with ESMC subsection [15-15-50](#).

SECTION 19: ESMC Article 15-4C (Multi-Family Residential (R-3) Zone) is amended in its entirety to read as follows:

**ARTICLE C. TWO-FAMILY RESIDENTIAL (R-2) ZONE**

- 15-4C-1: PURPOSE**
- 15-4C-2: PERMITTED USES**
- 15-4C-3: SITE DEVELOPMENT STANDARDS**
- 15-4C-4: LANDSCAPING**
- 15-4C-5: OFF STREET PARKING AND LOADING SPACES**
- 15-4C-6: SIGNS**
- 15-4C-7: VEHICULAR ACCESS**

**15-4C-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated Two-Family on the General Plan land use map and in the text. This zone is to provide for and promote the development of single-family and two-family homes within a safe and healthy environment for existing and future residents.

**15-4C-2: PERMITTED USES**

Permitted uses, permitted accessory uses, and uses subject to conditional use permit for all residential zones are listed in Article 15-4A of this Title.

**15-4C-3: SITE DEVELOPMENT STANDARDS**

All uses in the R-2 Zone shall comply with the development standards contained in this section.

**A. General Provisions:**

1. As provided by [chapter 2](#) of this title.

2. Any use permitted in the R-1 Zone, when developed in the R-2 Zone, shall be constructed in accordance with R-2 site developments standards and parking requirements.
3. New dwelling units must be internally integrated and connected.
4. An addition to, or extension of a dwelling unit, except a garage or an accessory dwelling unit, must share a common wall and be internally integrated and connected to the existing dwelling unit.
5. Mobile and manufactured homes are subject to the following requirements:
  - a. The mobile or manufactured home has been certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, and has not been altered in violation of applicable codes; and
  - b. The mobile or manufactured home must be installed on a permanent foundation in compliance with all applicable building regulations and division 13, part 2 (commencing with section 18000) of the California Health and Safety Code.

B. Height:

1. The height of all buildings or structures with a pitched roof shall not exceed 32 feet and two stories. Buildings or structures with a flat roof must not exceed 26 feet and two stories.
2. A maximum grade differential of six feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
3. See section [15-2-3](#) of this title for exceptions to building height.

C. Lot Area: A minimum of 7,000 square feet. Lots less than 4,000 square feet in area shall be occupied by only one dwelling unit, provided all other requirements of this title are met.

D. Setbacks:

1. Front yard: A minimum of 20 feet.
  - a. Permitted front yard setback encroachments:
    - (1) Porches or verandas in a front yard setback not fully enclosed on three sides (railings and/or columns permitted) may encroach into the front setback a maximum of six feet;
    - (2) The first floor front yard setback facing exterior wall of a dwelling may encroach up to two feet for a width not exceeding 30 feet when a first floor porch or veranda, not fully enclosed on three sides, is also projecting into the front yard setback. The total amount of encroachment may not exceed six feet in depth combined for both the dwelling structure and a porch or veranda, for a minimum 50 percent of the building width;
    - (3) Raised decks, where the walking surface is not greater than 24 inches above adjacent grade, in conjunction with a lattice deck cover not greater than 10 feet above adjacent grade may encroach into the front yard setback a maximum of six feet in depth and 50 percent of the building width;

- (4) Lattice patio covers, pergolas, arbors, or trellises not greater than 10 feet above adjacent grade (as measured from the lowest adjacent grade to the highest point of the cover) may encroach into the front yard setback a maximum of six feet in depth and 50 percent of the building width;
  - (5) Architectural elements such as towers or turrets not greater than eight feet in diameter may encroach into the front setback a maximum of four feet.
- 2. Side Yard: Structures shall maintain a minimum setback on each side of the lot of 10 percent of the width of the lot, but shall never be less than three feet and need not be more than five feet. Any detached accessory structures, and attached garages on 25-foot wide lots only, located on the rear one-third of the lot are allowed zero setback on one interior side lot line.
  - 3. Side Yard, Reversed Corner: Reversed corner lots shall have the following side yard with a triangular area described as follows: one angle shall be formed by the rear and street side property lines, and the sides of this angle shall be 15 feet in length, measured along the rear and street side property lines. The third side of this triangle shall be a straight line connecting the two other lines at their endpoints. This triangular side yard setback area shall be in addition to the other side yard setback requirements described in subsection D2 of this section.
  - 4. Rear Yard: A minimum of five feet. Detached accessory structures are allowed zero setback on the rear property line. A dwelling unit above a garage where the vehicular entrance is from an alley shall maintain a minimum one-foot setback.

E. Lot width: A minimum of 50 feet.

F. Minimum Unit Size:

The minimum dwelling unit size shall be 250 square feet.

G. Placement of buildings and structures:

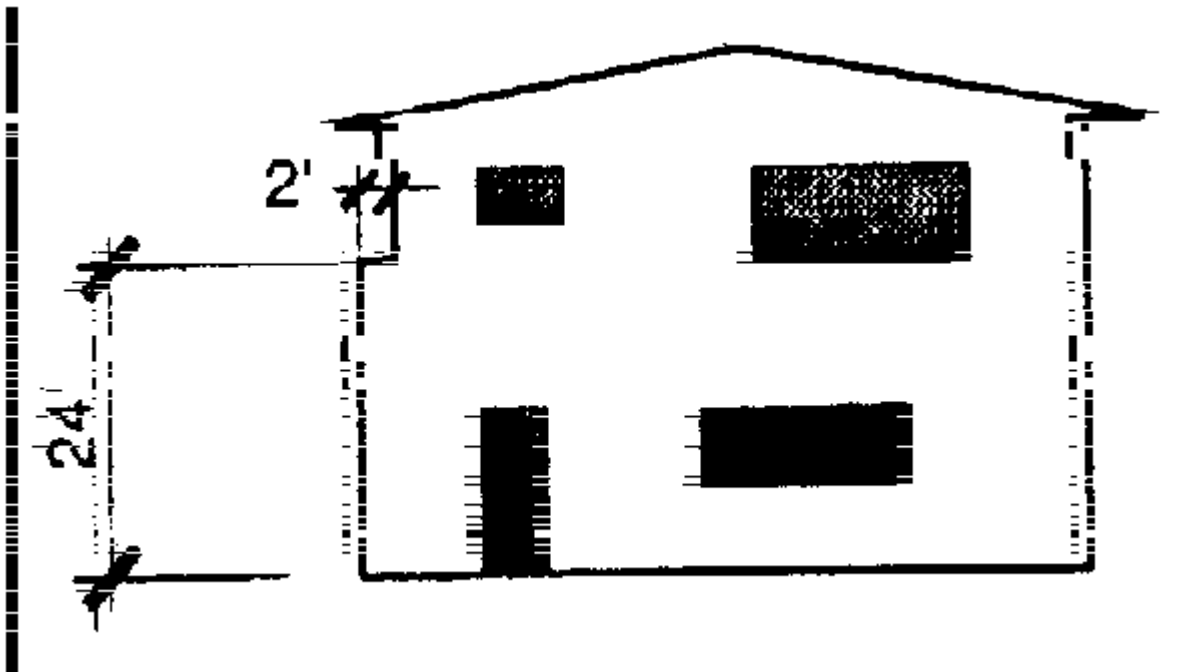
- 1. A minimum distance of three feet must be maintained between buildings.
- 2. A detached accessory structure in the rear one-third of the lot may be located on the rear and one interior side lot line, unless one of the following conditions exists:
  - a. Where the lot rears upon an alley and the vehicular entrance to the detached accessory structure is from the alley, such detached accessory structure shall be set back a distance measured from the opposite side of the alley that will provide a turning radius as follows:
    - 90 degrees - 25 feet
    - 75 degrees - 21 feet
    - 60 degrees - 18 feet
    - 45 degrees - 15 feet
  - b. On the rear third of a reversed corner lot, a detached accessory structure may be built to the interior lot side line, but no building shall be erected closer than five feet to the property line of any abutting lot to the rear. However, if an alley intervenes and the vehicular entrance to the detached accessory building is

directly from the street side, a detached accessory building may be built to the rear lot line.

H. Building wall modulation:

1. Lots greater than 4,000 square feet in area: No plane of a building wall facing a property line shall exceed 24 feet in height or length without at least a two-foot offset for a minimum length of six feet in the wall plane. When expanding or adding onto the height or length of an existing building wall, only the expansion or addition shall not exceed 24 feet without wall modulation. Below is an example of wall modulation for walls up to 30 feet.

<b>Total Wall Length Or Height</b>	<b>Maximum Length Of Unbroken Wall Plane</b>	<b>Minimum Length Of 2 Foot Offset</b>
24 feet	24 feet	0 feet
25 feet	24 feet	1 foot
26 feet	24 feet	2 feet
27 feet	24 feet	3 feet
28 feet	24 feet	4 feet
29 feet	24 feet	5 feet
30 feet	24 feet	6 feet



2. Lots 4,000 square feet or less in area: Architectural building features must be included to modulate the building walls subject to the approval of the Director.
- I. Lot coverage: All buildings, including detached accessory buildings, shall not cover more than 50 percent of the area of the lot.
  - J. Detached Accessory Buildings:
    1. All detached accessory structures shall not exceed 1,200 square feet in aggregate per parcel.
    2. Except as permitted in Chapter 15-4E related to accessory dwelling units, detached accessory buildings shall be limited to one floor, but may include an attic, which may be used for storage purposes only, provided access to the attic is not from permanently fixed stairs (pull down type stairs are permitted), no plumbing is permitted, and electrical fixtures are limited to the minimum required by the California Building Code and California Electrical Code.
    3. Unless permitted as an accessory dwelling unit, detached accessory buildings shall not contain a kitchen or kitchen facilities, a bathtub or shower and shall not be used for sleeping purposes or as an "R" occupancy, as defined by the California Building Code, except that they may contain a sink and a toilet.
    4. Unless permitted as an accessory dwelling unit, detached accessory buildings shall not be rented or used as a separate dwelling unit.
    5. Prior to issuance of a building permit for a detached accessory structure, except an accessory dwelling unit, the Director shall require the recording of a covenant to run with the land, which states that the accessory structure shall not be used in violation of this section.

**15-4C-4: LANDSCAPING**



Landscaping and irrigation must be provided within the front yard and street side setback areas. Those setback areas fronting upon a public street must incorporate a combination of softscape and hardscape in the landscape, except for those portions devoted to vehicular parking. They may contain artificial turf or synthetic grass provided that it: 1) is not harmful to the environment (such as containing lead based or other hazardous materials); 2) includes a pervious surface to address percolation, drainage, runoff, and stormwater detention requirements; and 3) is incorporated into a comprehensive landscaping design and site plan.

**15-4C-5: OFF STREET PARKING AND LOADING SPACES**

As required by [chapter 15](#) of this title.

**15-4C-6: SIGNS**

As required by [chapter 18](#) of this title.

**15-4C-7: VEHICULAR ACCESS**

Where an R-2 lot abuts an alley, vehicular access to the lot must be from the alley. Curb cuts and driveways must be installed in conformance with ESMC subsection [15-15-50](#).

SECTION 20: ESMC Chapter 15-4 (Residential Zones) is amended to add a new Article 15-4D (Multi-Family Residential (R-3) Zone) to read as follows:

**ARTICLE D. MULTI-FAMILY RESIDENTIAL (R-3) ZONE**

- 15-4D-1: PURPOSE**
- 15-4D-2: PERMITTED USES**
- 15-4D-5: SITE DEVELOPMENT STANDARDS**
- 15-4D-6: LANDSCAPING**
- 15-4D-7: OFF STREET PARKING AND LOADING SPACES**
- 15-4D-8: SIGNS**
- 15-4D-9: VEHICULAR ACCESS**

**15-4D-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated Multi-Family on the General Plan land use map and in the General Plan text. This zone is to provide for the development of multi-family complexes with amenities for children and adults and promote a safe and healthy environment for existing and future residents.

**15-4D-2: PERMITTED USES:**

Permitted uses, permitted accessory uses, and uses subject to conditional use permit for all residential zones are listed in Article 15-4A of this Title.

**15-4D-3: SITE DEVELOPMENT STANDARDS:**

A. General Provisions:

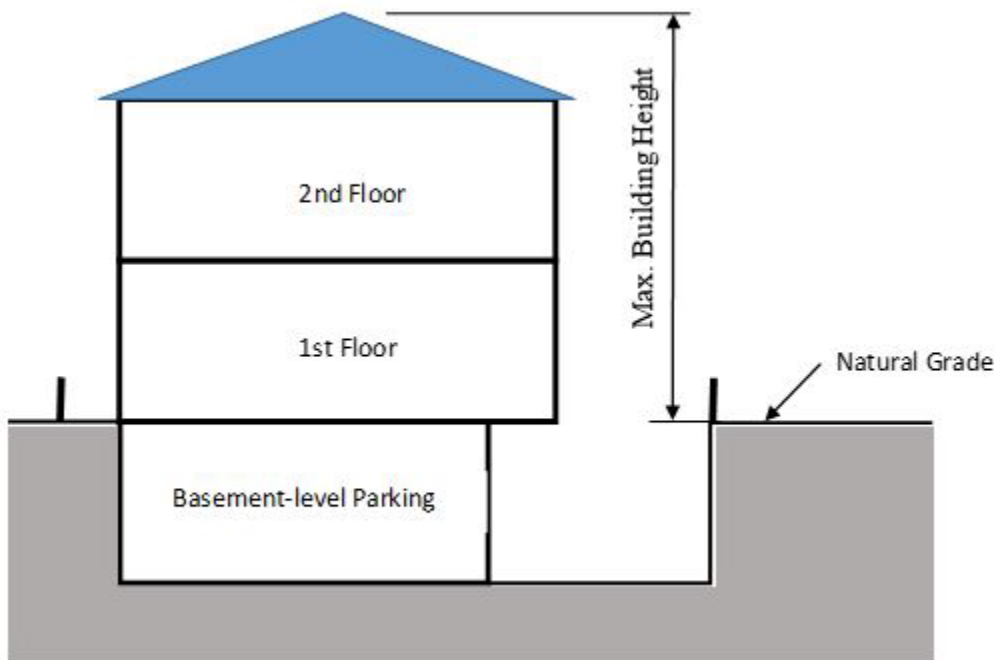
1. As provided by [chapter 2](#) of this title.
2. Any use permitted in the R-1 or R-2 Zones, when developed in the R-3 Zone, shall be constructed in accordance with R-3 site developments standards and parking requirements.
3. New dwelling units must be internally integrated and connected.
4. An addition to, or extension of, a dwelling unit, except a garage or an accessory dwelling unit, must share a common wall and be internally integrated and connected to the existing dwelling unit.
5. Mobile and manufactured homes are subject to the following requirements:
  - a. The mobile or manufactured home has been certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, and has not been altered in violation of applicable codes; and
  - b. The mobile or manufactured home must be installed on a permanent foundation in compliance with all applicable building regulations and division

13, part 2 (commencing with section 18000) of the California Health and Safety Code.

B. Lot Area: A minimum of 7,000 square feet.

C. Height:

1. The height of all buildings or structures with a pitched roof shall not exceed 32 feet and two stories. Buildings or structures with a flat roof must not exceed 26 feet and two stories.
2. A maximum grade differential of six feet is permitted on sloping lots. The height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
3. See section [15-2-3](#) of this title for exceptions to building height.



D. Setbacks:

1. Front yard: Structures must maintain a minimum setback of 15 feet. Entry gates for vehicular access must maintain a minimum setback of 20 feet.
  - a. Permitted front yard setback encroachments:
    - (1) Porches or verandas in a front yard setback not fully enclosed on three sides (railings and/or columns permitted) may encroach into the front setback a maximum of six feet;
    - (2) The first floor front yard setback facing exterior wall of a dwelling may encroach up to two feet for a width not exceeding 30 feet when a first floor porch or veranda, not fully enclosed on three sides, is also projecting into the front yard setback. The total amount of encroachment may not exceed

six feet in depth combined for both the dwelling structure and a porch or veranda, for a minimum 50 percent of the building width;

- (3) Raised decks, where the walking surface is not greater than 24 inches above adjacent grade, in conjunction with a lattice deck cover not greater than 10 feet above adjacent grade may encroach into the front yard setback a maximum of six feet in depth and 50 percent of the building width;
  - (4) Lattice patio covers, pergolas, arbors, or trellises not greater than 10 feet above adjacent grade (as measured from the lowest adjacent grade to the highest point of the cover) may encroach into the front yard setback a maximum of six feet in depth and 50 percent of the building width;
  - (5) Architectural elements such as towers or turrets not greater than eight feet in diameter may encroach into the front setback a maximum of four feet.
2. Side yard facing a side street: 10 percent of the width of the lot, but not less than three feet and not more than five feet, except if parking garages or covered parking spaces face a street, then the setback shall be 20 feet.
  3. Side yard facing an adjacent lot: 10 percent of the width of the lot on each side of the lot, but not less than three feet and need not be more than five feet. Detached accessory structures, located in the rear one-third of the lot, are allowed zero setback on one interior side lot line.
  4. Side yard, reversed corner: Reversed corner lots shall have a side yard with a triangular area described as follows: one angle shall be formed by the rear and street side property lines, and the sides of this angle shall be 15 feet in length, measured along the rear and street side property lines. The third side of this triangle shall be a straight line connecting the two other lines at their endpoints. This triangular side yard setback area shall be in addition to the other side yard setback requirements described in subsections D2 and D3 of this section.
  5. Rear Yard: A minimum of 10 feet.
  6. Rear Yard: Detached accessory structures are allowed zero setback on the rear property line and on one interior lot side line in the rear one-third of the lot.

E. Lot Width: A minimum of 50 feet.

F. Minimum Unit Size and Density:

The minimum dwelling unit size shall be 250 square feet and the density shall be as follows:

1. On property of 15,000 square feet or less in size, one unit for every 1,613 square feet of lot area is allowed. A fraction of a lot greater than 1,075 square feet will allow an additional unit.
2. On property greater than 15,000 square feet in size, one unit for every 2,420 square feet of lot area is allowed. A fraction of a lot greater than 1,613 square feet will allow an additional unit.

G. Placement of buildings and structures:

1. A minimum distance of three feet must be maintained between buildings;
2. A detached accessory structure in the rear one-third of the lot may be located on the rear and one interior side lot line, unless one of the following conditions exists:
  - a. Where the lot rears upon an alley and the vehicular entrance to the detached accessory structure is from the alley, such detached accessory structure shall be set back a distance measured from the opposite side of the alley that will provide a turning radius as follows:
    - 90 degrees - 25 feet
    - 75 degrees - 21 feet
    - 60 degrees - 18 feet
    - 45 degrees - 15 feet
  - b. On the rear third of a reversed corner lot, a detached accessory structure may be built to the interior lot side line, but no building shall be erected closer than five feet to the property line of any abutting lot to the rear. However, if an alley intervenes and the vehicular entrance to the detached accessory building is directly from the street side, a detached accessory building may be built to the rear lot line.
  - c. Notwithstanding the above, a detached accessory dwelling unit must be set back at least four feet from interior side and rear property lines.

H. Lot Coverage: All buildings, including detached accessory buildings, shall not cover more than 53 percent of the area of the lot.

I. Open space and recreation requirements: The following minimum open space and recreational facilities must be provided:

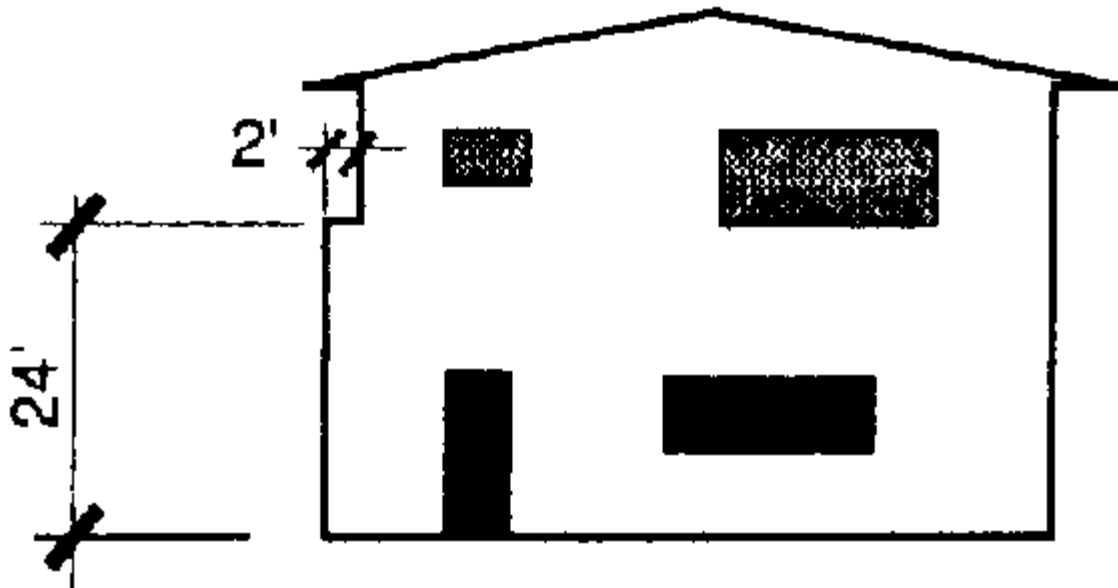
<b>Number Of Units</b>	<b>Private Open Space Per Unit</b>	<b>Common Open Space Per Unit</b>	<b>Recreational Facilities Per Unit</b>
4 or fewer	50 square feet	150 square feet	
5 - 9	50 square feet	200 square feet	
10 - 20	50 square feet	250 square feet	
21 and above	50 square feet	250 square feet	50 square feet

All required open space and recreational facilities are in addition to the required front and street side setbacks. Interior side and rear setbacks may be considered as required open spaces and recreation facilities. All required common open space must: 1) be physically or visually accessible to the residents, 2) be a minimum of five feet in both length and width, and 3) include a minimum of 50 percent of softscape landscaping.

1. Adjustments: The Director may approve adjustments from the minimum open space dimensions and landscaping percentage standards as provided in Chapters 22 and 23 of this Title.

J. Building Wall Modulation: No plane of a building wall facing a property line shall exceed 24 feet in height or length without at least a two-foot offset for a minimum length of six feet in the wall plane. When expanding or adding onto the height or length of an existing building wall, only the expansion or addition shall not exceed 24 feet without wall modulation. Below is an example of wall modulation for walls up to 30 feet:

Total wall length or height (in feet)	Maximum length of unbroken wall plane (in feet)	Minimum length of 2-foot offset (in feet)
24	24	0
25	24	1
26	24	2
27	24	3
28	24	4
29	24	5
30	24	6



K. Condominium Conversions: Condominiums and stock cooperatives converted from multiple-family dwellings shall meet all the requirements for condominiums in effect at the time they were originally constructed. If there were no condominium standards in

effect at the time of construction, the conversion shall comply with the condominium standards of ordinance 898, adopted January 20, 1976.

L. Detached Accessory Buildings:

1. Unless permitted as an accessory dwelling unit pursuant to article 15-4E of this title, buildings shall not contain a kitchen or kitchen facilities, a bathtub or shower and shall not be used for sleeping purposes.
2. Detached accessory buildings, except detached accessory dwelling units, shall not be rented or used as a separate dwelling unit or as an "R" occupancy, as defined by the California Building Code, except that they may contain a sink and a toilet.
3. Prior to issuance of a building permit for a detached accessory structure, except a detached accessory dwelling unit, the Director shall require the recording of a covenant to run with the land, which states that the accessory structure shall not be used as a dwelling unit or used in violation of this subsection.

**15-4D-4: LANDSCAPING**

- A. Landscaping and irrigation must be provided within the front yard and street side setback areas.
- B. Those setback areas fronting upon a public street must incorporate a combination of softscape and hardscape in the landscape, except for those portions devoted to vehicular parking. In addition, those portions of the property which abut a different zoning classification must be landscaped with trees and shrubs to provide an effective buffer from adjoining property.
- C. The setback areas may contain artificial turf or synthetic grass provided that it: 1) is not harmful to the environment (such as containing lead based or other hazardous materials); 2) includes a pervious surface to address percolation, drainage, runoff, and stormwater detention requirements; and 3) is incorporated into a comprehensive landscaping design and site plan.

**15-4D-5: OFF STREET PARKING AND LOADING SPACES**

Off-street parking shall be provided as required by [chapter 15](#) of this title.

**15-4D-6: SIGNS**

Signs in the R-3 Zone shall comply with the requirements of [chapter 18](#) of this title.

**15-4D-7: VEHICULAR ACCESS:**

Where an R-3 lot abuts an alley, vehicular access to the lot must be from the alley. Curb cuts and driveways must be installed in conformance with ESMC subsection [15-15-5O](#).

SECTION 21: Subsection (D) of ESMC § 15-4E-3 (Accessory Dwelling Unit Density) of Article E of Chapter 15-4 is amended to read as follows:

D. Density:

- ~~1. One (1) accessory dwelling unit or one (1) junior accessory dwelling unit per lot within a proposed or existing single family dwelling or existing accessory structure.~~
- ~~2. One (1) detached or attached to an accessory structure accessory dwelling unit that may be combined with one (1) junior accessory dwelling unit per lot with a proposed or existing single family dwelling.~~
- ~~3. Multiple accessory dwelling units within the portions of existing multi-family dwelling structures that are not used as livable space, provided each unit complies with state building standards for dwellings.~~
- ~~4. One (1) accessory dwelling unit or twenty five percent (25%) of the existing multi-family dwelling units, whichever is greater, within an existing multi-family dwelling.~~
- ~~5. Two (2) detached accessory dwelling units per lot with an existing multi-family dwelling.~~

**1. Lots with a proposed or existing single-family dwelling:**

**a. One accessory dwelling unit and one junior accessory dwelling unit per lot within a proposed or existing single-family dwelling or existing accessory structure, and/or**

**b. one accessory dwelling unit detached from the primary structure or attached to an accessory structure that may be combined with one junior accessory dwelling unit per lot.**

**2. Lots with a proposed or existing multifamily dwelling structure:**

**a. One accessory dwelling unit within the portions of existing multifamily dwelling structures that are not used as livable space, provided each unit complies with state building standards for dwellings, and multiple accessory dwelling units up to a maximum of 25 percent of the existing multifamily dwelling units, and/or**

**b. two detached accessory dwelling units per lot with an existing multifamily dwelling structure.**

**For purposes of this section, portions of existing multi-family dwelling structures that are not used as livable space, include, but are not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages.**

SECTION 22: Subsection (F) of ESMC § 15-4E-3 (Accessory Dwelling Unit Parking) of Article E of Chapter 15-4 is amended to read as follows:

F. Parking:

~~{1.}~~ No parking spaces are required for accessory dwelling units within one-half (1/2) mile **walking distance** of a **public** transit stop.

~~{2.}~~ When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, or converted to an accessory dwelling unit, replacement parking for the lost spaces are not required.



SECTION 23: ESMC subsection 15-4E-4 (Accessory Dwelling Unit Application Process; Fees) is amended to read as follows:

A. Any application for a building permit to create an accessory dwelling unit on a lot with an existing single-family dwelling or multi-family dwelling units shall be ministerially approved **or denied** within ~~sixty (60)~~ days of the City's receipt of a completed application. **If a completed application is not approved or denied within 60 days, the application shall be deemed approved. However, any** Any permit application for an accessory dwelling unit that is submitted with a permit application to create a single-family dwelling shall be considered ministerially but is not subject to the ~~sixty (60)~~ day requirement to allow the City time to act on the permit application to create the new single-family dwelling, if necessary. **If an application for an ADU is denied, staff shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.**

B. For an accessory dwelling unit of ~~seven hundred fifty (750)~~ square feet or more, the applicant must pay development impact fees imposed pursuant to Chapter 27A of this title, in an amount set by City Council resolution, provided that such development impact fee is proportional in relation to the square footage of the primary dwelling unit.

SECTION 24: ESMC § 15-4G-3 (General Urban Lot Split Development Standards) is amended to read as follows:

### **15-4G-3: GENERAL URBAN LOT SPLIT DEVELOPMENT STANDARDS:**

All urban lot splits with two-unit residential developments within the R1 Zone must comply with the R1 development standards contained in Section ~~17.210.020~~**15-4B-3** and the development standards of this Section **15-4G-3**. If there are conflicts between the provisions of Section ~~17.210.020~~**15-4B-3** and this Section **15-4G-3**, the provisions of this Section will govern.

A. Urban lot splits must incorporate all built-form parameters of State of California Government Code Section 66411.7, including:

1. A parcel map that subdivides an existing R1 parcel will create no more than two new parcels of approximately equal lot area and with one of the two created parcels not smaller than 40 percent of the lot area of the original parcel proposed for subdivision. See Figure 4G-1.
2. Both newly created parcels will be no smaller than 1,200 square feet in gross area.
3. No more than two (2) dwelling units per lot will be constructed on a R1 urban lot split.
4. Accessory Dwelling Units or Junior Accessory Dwelling Units are prohibited where an Urban Lot Split is also developed with a two-unit residential development pursuant to Section **15-4G-4** and **15-4G-5**.
5. A minimum of one off-street parking spaces will be provided per newly constructed dwelling unit. No parking is required if **the** parcel is located within one-half

mile walking distance of a High-quality Transit Corridor or major transit stop or if a car share vehicle is located within one-block of the parcel.

B. Lot line splits will be parallel to public street frontages. See Figure 4G-2.

C. When cross easements across lot split parcels are required to provide access to units, or access to vehicle parking spaces, or access to utilities and utility connections, or access between lot split parcels, or access for any other purpose, a covenant establishing the cross easement acceptable to the ~~Development Services~~ **Community Development** Department must be recorded with the Los Angeles County Recorder upon the filing of the Final Parcel Map described in chapter 14-6 of title 14 of this code.

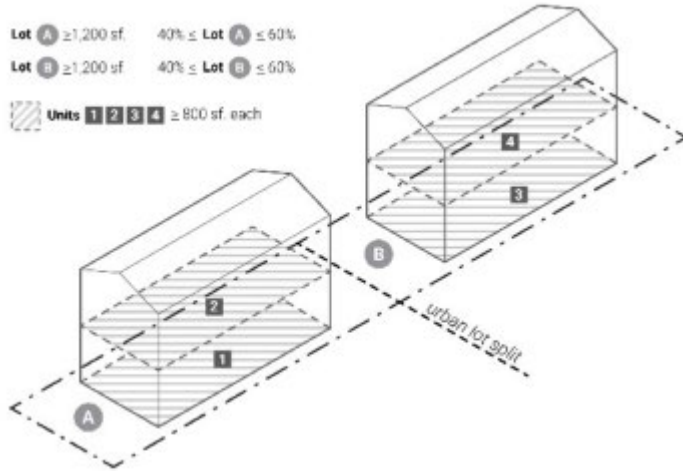


Figure 4G-1

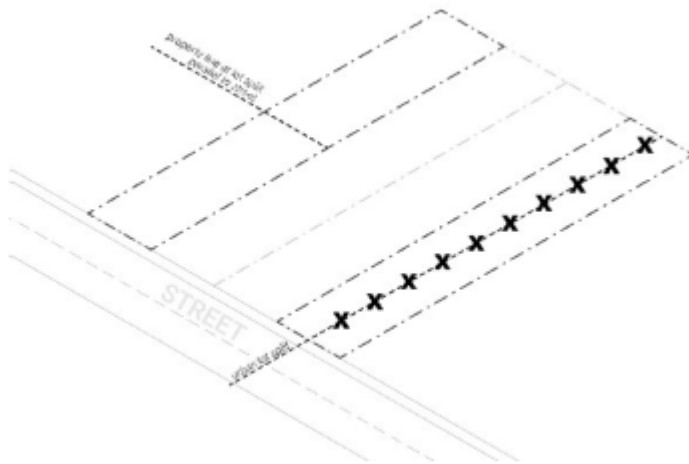


Figure 4G-2

SECTION 25: Article 15-5A (Downtown Commercial (C-RS) zone) of ESMC Chapter 15-5 is amended in its entirety to read as follows:

**ARTICLE A: PERMITTED USES IN COMMERCIAL ZONES**

**15-5A-1: PERMITTED USES:**

**Table No. 1 below contains the uses permitted in the CR-S, C-2, C-3, C-4, CO, MU-N, AND MU-S zones, including uses permitted by right, accessory uses, uses subject to a administrative use permit, and uses subject to a conditional use permit.**

**Table No. 1 – Permitted uses in commercial zones**

Uses	Zones <sup>1</sup>						
	CR-S	C-2	C-3	C-4	CO	MU-N	MU-S
<b>Eating and drinking establishments</b>							
Alcohol - Off-site sale at retail establishments.	AUP	AUP	AUP	AUP	AUP	AUP	AUP
Alcohol - On site sale and consumption at bars.	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Alcohol On-site sale and consumption at restaurants and hotels	AUP	AUP	AUP	AUP	AUP	AUP	AUP
Cafés	A	A	A	A	A	A	A
Drive-through restaurants			CUP <sup>2</sup>		CUP <sup>2</sup>	CUP <sup>2</sup>	CUP <sup>2</sup>
Micro-brewery with tasting room and/or dining				CUP		CUP	CUP
Outdoor dining areas, per ESMC Chapter 15-2	A	A	A	A	A	A	A
Restaurants, delicatessens, and cafés	P	P	P	P	P	P	P
<b>General Commercial uses</b>							
Adult-oriented businesses per ESMC Chapter 15-13							P
Animal hospitals (and veterinary services)		P	P	P			
Billiard/pool rooms and bowling alleys	P	P	P	P			
Business and consumer support services	P		P			P	P
Car rental agencies		CUP	CUP				
Catering services and flight kitchens						CUP	CUP
Farmers' market				P			
Financial institutions	P			P		P	P

Uses	Zones <sup>1</sup>						
	CR-S	C-2	C-3	C-4	CO	MU-N	MU-S
Fitness centers		P	P	P <sup>3</sup>	P	P	P
General offices	P	P	P <sup>4</sup>	P	P	P	P
Indoor sale of automobiles, motorcycles, and motor scooters				P			
Massage establishments, per ESMC Chapter 4-10				CUP			CUP
Medical-dental offices	P	P	P	P	P	P	P
Medical-dental laboratories	A	A	P	A	A	P	P
Motion picture/television production facilities (indoor) <sup>8</sup>						P	P
Motion picture/television production facilities (outdoor) <sup>8</sup>						CUP	CUP
Multi-media offices			P	P	P	P	P
Office worker-oriented services, not located on Pacific Coast Highway or El Segundo Boulevard					P		
Personal services	P	P	P	P		P	P
Retail sales	P	P	P	P		P	P
Service stations	CUP <sup>6</sup>		CUP <sup>6</sup>		CUP <sup>6</sup>	CUP <sup>6</sup>	CUP <sup>6</sup>
<b>Group care and hospitality uses</b>							
Bed and breakfast inns		CUP					
Daycare centers	P	P	P	P	P	P	P
Hospitals						CUP	CUP
Hotels and motels			P		CUP <sup>5</sup>	P	P
<b>Industrial</b>							
Freight forwarding	N	N	N	N	N	N	N
Light industrial uses						AUP	AUP
Research and development uses					P <sup>7</sup>	P <sup>7</sup>	P <sup>7</sup>
Waste material transfer and storage	N	N	N	N	N	N	N
Wholesale uses						P	P
<b>Institutional</b>							
Government buildings/public uses	P	P	P		P		
Museums					CUP		

Uses	Zones <sup>1</sup>						
	CR-S	C-2	C-3	C-4	CO	MU-N	MU-S
Schools	P						
<b>Miscellaneous uses</b>							
Any use customarily incidental to a permitted use	A	A	A	A	A	A	A
Assembly halls	CUP			P		CUP	CUP
Data centers						P	P
Drive-through or walk-up services, excluding drive-through restaurants	A	A	A	A	A	A	A
Employee recreational facilities and play areas	A	A	A	A	A	A	A
Helicopter landing facilities per ESMC Section 15-2-13			CUP		CUP	CUP	CUP
Open storage of commodities sold or utilized on the premises	A	A	A	A	A	A	A
Commercial Parking facilities, including park and ride lots						CUP	CUP
Parking structures and surface parking lots	A	A	A	A	A	A	A
Permitted uses conducted in a trailer, shipping container or similar structure				AUP			
Recreational facilities (public and private)		P	P	P	P	CUP	CUP
Residential uses	A	A					
Shared mobility parking facilities	A	A	A	A	A	A	A
Solar energy systems - Small and medium-scale ground-mounted	A	A	A	A	A	A	A
Solar energy systems - Roof-mounted	A	A	A	A	A	A	A
Other similar uses approved by the Director, per ESMC Chapter 15-22	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP	P, A, AUP, CUP

Notes:

1. P = Permitted use, A = Accessory use, AUP = Use subject to an administrative use permit (Per ESMC Chapters 22 and 23), CUP = Use subject to a conditional use permit (per ESMC Chapters 24 and 28), N = prohibited
2. Drive-through restaurants are permitted with a CUP only east of Pacific Coast Highway.
3. Fitness centers in the C-4 zone are only permitted indoors
4. General offices in the C-3 zone are limited to a maximum gross area of 5,000 square feet
5. Hotels in the CO zone are not permitted west of Pacific Coast highway
6. Service stations are permitted with a CUP only when located at least 500 feet from any residential zoned property. This distance

restriction does not apply to properties east of Pacific Coast Highway

7. Research and development uses in commercial zones are permitted only east of Pacific Coast Highway
8. See ESMC Article 15-7B regarding the Multimedia Overlay (MMO) District and its permitted uses

SECTION 26: Article 15-5B (Neighborhood Commercial (C-2) zone) of ESMC Chapter 15-5 is amended in its entirety to read as follows:

## **ARTICLE B. DOWNTOWN COMMERCIAL (C-RS) ZONE**

- 15-5B-1: PURPOSE**
- 15-5B-2: PERMITTED USES**
- 15-5B-3: SITE DEVELOPMENT STANDARDS**
- 15-5B-4: LANDSCAPING**
- 15-5B-5: OFF STREET PARKING AND LOADING SPACES**
- 15-5B-6: SIGNS**
- 15-5B-7: RESIDENTIAL USE STANDARDS**

### **15-5B-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated Downtown Commercial on the General Plan land use map and in the General Plan text. This zone is comprised of commercial retail-service areas and certain lands where such development is desirable and appears likely to occur. Regulations are designed to stabilize and protect the commercial retail-service character of the downtown area, and to create a favorable environment for pedestrian circulation and access. Principal uses are, therefore, restricted to commercial retail-service use, and certain essential and complementary uses as permitted under the conditional use permit.

### **15-5B-2: PERMITTED USES**

Permitted uses, permitted accessory uses, uses subject to administrative use permit, and uses subject to conditional use permit for all commercial zones are listed in Article 15-5A of this Title.

### **15-5B-3: SITE DEVELOPMENT STANDARDS**

All uses within the C-RS Zone shall comply with the development standards contained in this section.

#### **A. General Provisions:**

1. All uses shall be conducted within a fully enclosed building, except:
  - a. Outdoor restaurants, cafes or seating areas, provided they comply with the provisions of section [15-2-16](#) of this title; and
  - b. Outdoor recreational activities.
2. Required on-site parking shall not be allowed between the use and/or building and the front lot line upon which said use or building faces.
3. Prior to approval of any development project, all criteria of the Transportation Demand Management (TDM) and trip reduction criteria, as provided for in [chapter 16](#) of this title shall be met.
4. Other provisions as required by [chapter 2](#) of this title.

B. Lot area: A minimum of 5,000 square feet.

C. Height:

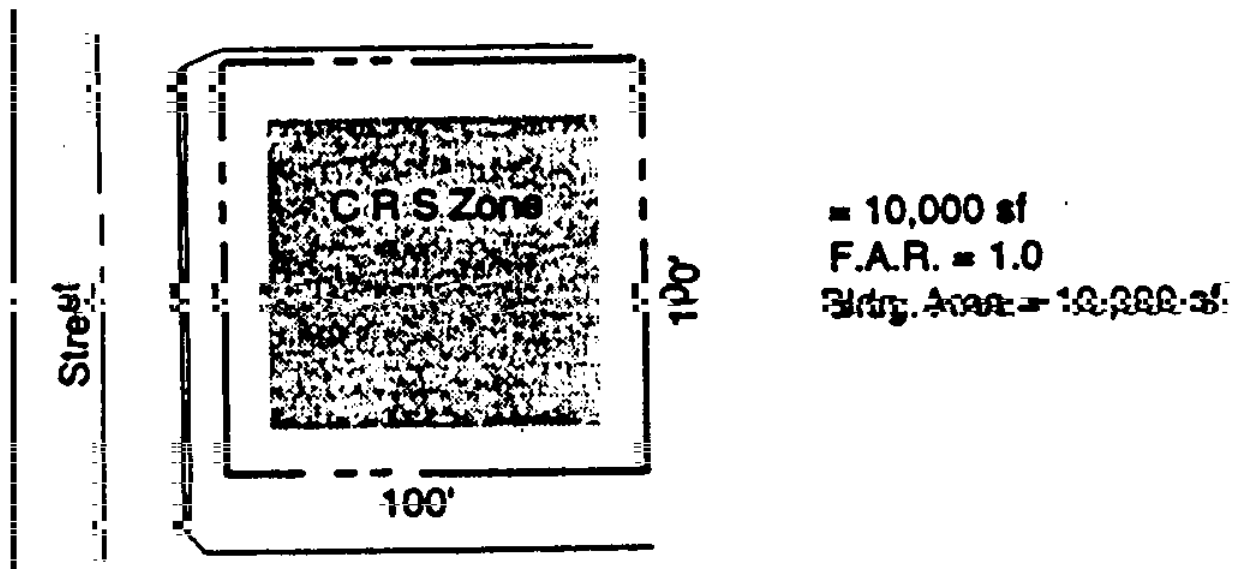
1. Buildings and structures shall not exceed the height of 45 feet.
2. A maximum grade differential of 8 feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
3. See section [15-2-3](#) of this title for exceptions to building height.

D. Setbacks:

1. Front Yard: None required, unless both the C-RS Zone and a residential zone occupy the same block face. In such a case, the setback shall be the same as the residential zone.
2. Side Yard: None required, unless the side yard abuts property with a different zone classification, in which case the side yard setback shall be a minimum of 10 feet.
3. Rear Yard: None required, unless the following conditions exist:
  - a. If the rear yard adjoins an alley, dedicated street, public right-of-way, or if the primary access is through the rear yard, rear yard setback shall be a minimum of 10 feet; and
  - b. If the rear yard abuts property with a non-commercial zone classification, the rear yard setback shall be a minimum of 10 feet.

E. Lot frontage: No minimum requirements.

F. Building Area: The total net floor area of all buildings, excluding residential floor area, shall not exceed the total net square footage of the property multiplied by 1.0 or an FAR of one to one (1:1).



G. Walls and fences: Walls and fences shall comply with the requirements of [chapter 2](#) of this title.



H. Access: All development projects shall provide adequate access and facilities for various modes of transit, as required by the City's Transportation Demand Management Program in [chapter 16](#) of this title. In addition, all development projects shall provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then safe and convenient pedestrian access shall be provided between buildings.

**15-5B-4: LANDSCAPING**

Landscaping must be provided as required by section [15-2-14](#) and [chapter 15A](#) of this Title.

**15-5B-5: OFF STREET PARKING AND LOADING SPACES**

As required by [chapter 15](#) of this title.

**15-5B-6: SIGNS**

As required by [chapter 18](#) of this title.

**15-5B-7: RESIDENTIAL USE STANDARDS**

Residential uses shall be permitted only on the floor above street level, provided the street level is used for commercial purposes. One dwelling unit shall be permitted for each 4,356 square feet of lot area. Parking for the residential use shall conform with the requirements for multiple-family dwelling units, except that parking shall not be required to be provided in a covered structure. Tandem parking shall be allowed in a configuration that provides all of the commercial spaces direct ingress and egress to the site.

SECTION 27: Article 15-5C (General Commercial (C-3) zone) of ESMC Chapter 15-5 is amended in its entirety to read as follows:

**ARTICLE C. NEIGHBORHOOD COMMERCIAL (C-2) ZONE**

**15-5C-1: PURPOSE**

**15-5C-2: PERMITTED USES**

**15-5C-7: SITE DEVELOPMENT STANDARDS**

**15-5C-8: LANDSCAPING**

**15-5C-9: OFF STREET PARKING AND LOADING SPACES**

**15-5C-10: SIGNS**

**15-5C-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated Neighborhood Commercial on the General Plan land use map and in the General Plan text. This zone is intended to promote, preserve,

enhance and service the neighborhood commercial needs of adjacent residential areas. Regulations are designed and intended to cater to both pedestrian and vehicular access. Principal uses are, therefore, restricted to neighborhood serving general commercial uses.

### **15-5C-2: PERMITTED USES**

Permitted uses, permitted accessory uses, uses subject to administrative use permit, and uses subject to conditional use permit for all commercial zones are listed in Article 15-5A of this Title.

### **15-5C-3: SITE DEVELOPMENT STANDARDS**

All uses within the C-2 Zone shall comply with the development standards contained in this section.

#### **A. General Provision:**

1. All uses shall be conducted within a fully enclosed building, except:
  - a. Outdoor restaurants, cafes or seating areas, provided they comply with the provisions of section [15-2-16](#) of this title; and
  - b. Outdoor recreational activities.
2. Prior to approval of any development project, all criteria of the Transportation Demand Management (TDM) and trip reduction criteria, as provided for in [chapter 16](#) of this title shall be met.
3. Other provisions as required in [chapter 2](#) of this title.

#### **B. Lot area: A minimum of 5,000 square feet.**

#### **C. Height:**

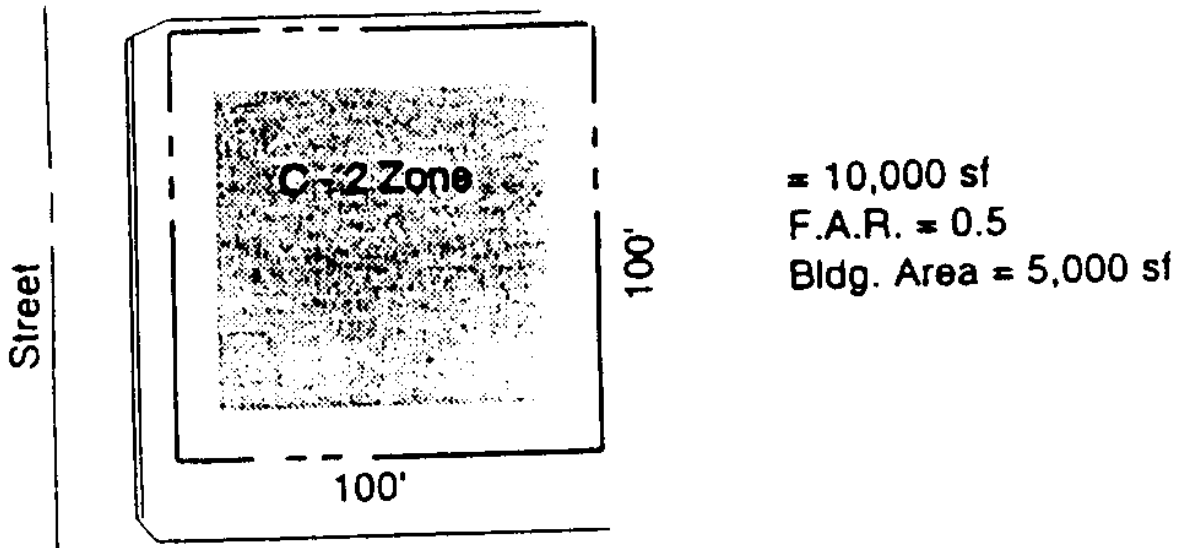
1. Buildings and structures shall not exceed a height of 28 feet.
2. A maximum grade differential of 8 feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
3. See section [15-2-3](#) of this title for exceptions to building height.

#### **D. Setbacks:**

1. Front Yard: 15 feet minimum.
2. Side Yard: None required, unless the side yard abuts property with a non-commercial zone classification, in which case the side yard setback shall be a minimum of 10 feet.
3. Rear Yard: 10 feet minimum.

#### **E. Lot Frontage: No minimum requirements.**

#### **F. Building Area: The total net floor area of all buildings, excluding residential floor area, shall not exceed the net square footage of the property, multiplied by 0.5 or an FAR of 0.5:1.**



G. Walls and fences: Walls and fences shall comply with the location requirements of [chapter 2](#) of this title.

H. Access: All development projects shall provide adequate access and facilities for various modes of transit, as required by the City's Transportation Demand Management Program in [chapter 16](#) of this title. In addition, all development projects shall provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then pedestrian access shall be provided between buildings.

**15-5C-4: LANDSCAPING**

Landscaping must be provided as required by section [15-2-14](#) and [chapter 15A](#) of this title.

**15-5C-5: OFF STREET PARKING AND LOADING SPACES**

As required by [chapter 15](#) of this title.

**15-5C-6: SIGNS**

In compliance with [chapter 18](#) of this title.

**15-5C-7: RESIDENTIAL USE STANDARDS**

Residential uses shall be permitted only on the floor above street level, provided the street level is used for commercial purposes. One dwelling unit shall be permitted for each 4,356 square feet of lot area. Parking for the residential use shall conform with the requirements

for multiple-family dwelling units, except that parking shall not be required to be provided in a covered structure. Tandem parking shall be allowed in a configuration that provides all of the commercial spaces direct ingress and egress to the site.

SECTION 28: Article 15-5D (Corporate Office (CO) zone) of ESMC Chapter 15-5 is amended in its entirety to read as follows:

## **ARTICLE D. GENERAL COMMERCIAL (C-3) ZONE**

### **15-5D-1: PURPOSE**

### **15-5D-2: PERMITTED USES**

### **15-5D-3: SITE DEVELOPMENT STANDARDS**

### **15-5D-4: LANDSCAPING**

### **15-5D-5: OFF STREET PARKING AND LOADING SPACES**

### **15-5D-6: SIGNS**

#### **15-5D-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated General Commercial on the General Plan land use map and in the General Plan text. This zone is intended to provide for the development of commercial establishments which serve a broad cross section of the City and surrounding area. Regulations are designed to promote and control their growth in a favorable environment to all abutting and surrounding land uses. Principal uses, therefore, include a broad spectrum of retail and service commercial uses.

#### **15-5D-2: PERMITTED USES**

Permitted uses, permitted accessory uses, uses subject to administrative use permit, and uses subject to conditional use permit for all commercial zones are listed in Article 15-5A of this Title.

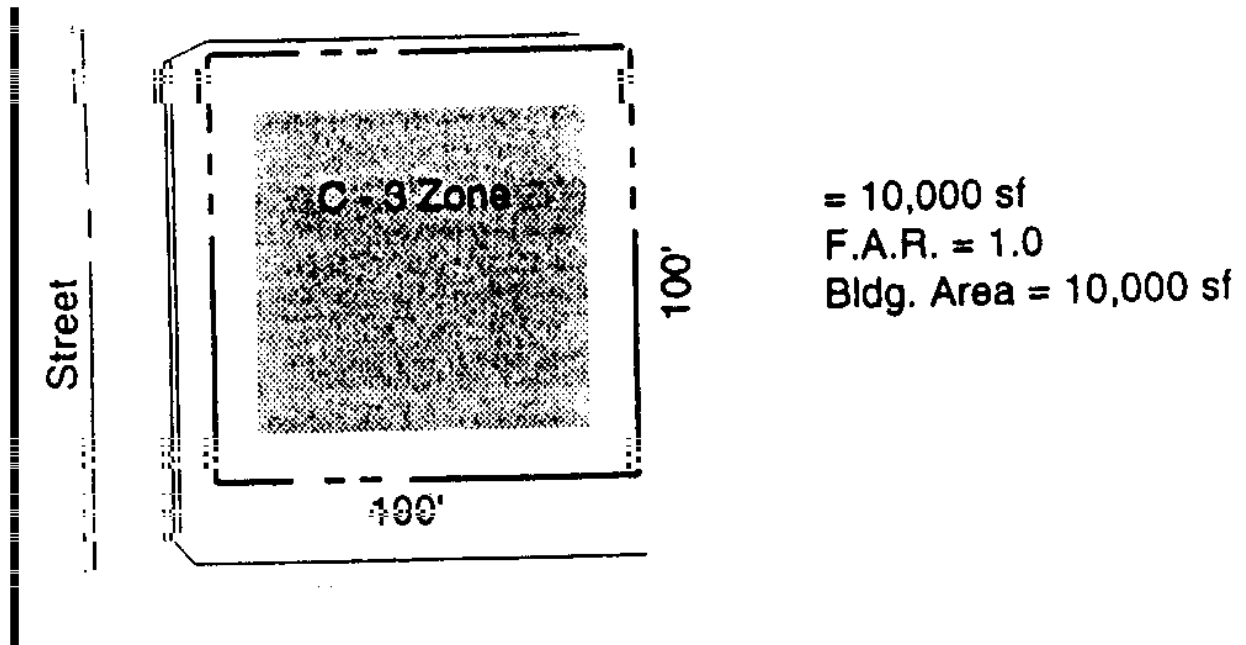
#### **15-5D-3: SITE DEVELOPMENT STANDARDS**

All uses in the C-3 Zone shall comply with the development standards contained in this section.

##### **A. General Provisions:**

1. All uses shall be conducted within a fully enclosed building except:
  - a. Outdoor restaurants, cafes or seating areas, provided they comply with the provisions of section 15-2-16 of this title;
  - b. Outdoor retail activities customarily conducted outdoors, including, but not limited to, lumberyards and nurseries; and
  - c. Outdoor recreational activities.
2. Prior to approval of any development project, all criteria of the Transportation Demand Management (TDM) and trip reduction criteria, as provided for in chapter 16 of this title shall be met.

3. Other provisions as required in chapter 2 of this title.
- B. Lot area: A minimum of 10,000 square feet.
- C. Height:
1. East of Sepulveda Boulevard: No building or structure shall exceed 200 feet.
  2. West of Sepulveda Boulevard: No building or structure shall exceed 45 feet.
  3. If the subject property abuts residentially zoned property, no building or structure shall exceed 40 feet.
  4. A maximum grade differential of eight feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
  5. See section 15-2-3 of this title for exceptions to building height.
- D. Setbacks:
1. Front yard: 10 feet minimum
  2. Side yard: None required, unless one of the following conditions exists:
    - a. If the side yard adjoins a dedicated street, a minimum of 10 feet shall be provided; and
    - b. If the side yard abuts residentially zoned property, a minimum of 10 feet shall be provided.
  3. Rear yard: None required, unless one of the following conditions exists:
    - a. If the rear yard adjoins an alley, dedicated street, public right-of-way, or if the primary access is through the rear yard, a minimum of 10 feet shall be provided; and
    - b. If the rear yard abuts property with a non-commercial classification, a minimum of 10 feet shall be provided.
  4. Future street right-of-way Lines. If any future street right-of-way line has been established by plan adopted by the city council, such line shall be considered to be the property line for purposes of determining setbacks.
  5. Easements. Setbacks from legal easements, other than street right-of-way easements, shall not be required. In addition to the appropriate review and approval by the city, no construction of any structure or improvement is allowed within a legal easement without written authorization from the legal holder of the easement. Such authorization shall be in a form acceptable to the Director.
- E. Lot frontage: Each lot shall be a minimum frontage on a street of 100 feet.
- F. Building area: The total net floor area of all buildings shall not exceed the total net square footage of the property multiplied by 1.0 or an FAR of one to one (1:1). Additional FAR may be granted for properties east of Sepulveda Boulevard only, with approval of a transfer of development rights (TDR) plan.



G. Walls and fences: Walls and fences shall comply with the location requirement of chapter 2 of this title.

H. Access: All development projects shall provide adequate access and facilities for various modes of transit, as required by the City's Transportation Demand Management Program in chapter 16 of this title. In addition, all development projects shall provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then safe and convenient pedestrian access shall be provided between buildings.

**15-5D-4: LANDSCAPING**

As required by section 15-2-14 and chapter 15A of this title.

**15-5D-5: OFF STREET PARKING AND LOADING SPACES**

As required by chapter 15 of this title.

**15-5D-6: SIGNS**

As required by chapter 18 of this title.

SECTION 29: Article 15-5E (Urban Mixed Use North (MU-N) zone) of ESMC Chapter 15-5 is amended in its entirety to read as follows:

**ARTICLE E. CORPORATE OFFICE (CO) ZONE**

- 15-5E-1: PURPOSE**
- 15-5E-2: PERMITTED USES**
- 15-5E-3: SITE DEVELOPMENT STANDARDS**
- 15-5E-4: LANDSCAPING**
- 15-5E-5: OFF STREET PARKING AND LOADING SPACES**
- 15-5E-6: SIGNS**

**15-5E-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated Corporate Office on the General Plan land use map and in the General Plan text. This zone is intended to provide for the development of office projects. Regulations are designed to promote and control their growth in a favorable environment to all abutting and surrounding land uses. Principal uses are, therefore, restricted to a mixture of office and food serving uses with limited retail uses.

**15-5E-2: PERMITTED USES**

Permitted uses, permitted accessory uses, uses subject to administrative use permit, and uses subject to conditional use permit for all commercial zones are listed in Article 15-5A of this Title.

**15-5E-3: SITE DEVELOPMENT STANDARDS**

All uses in the CO Zone shall comply with the development standards contained in this section.

A. General Provisions:

1. All uses shall be conducted within a fully enclosed building, except:
  - a. Outdoor restaurants and cafes incidental to the permitted use, provided they comply with the provisions of section [15-2-16](#) of this title.
  - b. Recreational facilities customarily conducted in the open.
2. Prior to approval of any development project, all criteria of the Transportation Demand Management (TDM) and trip reduction criteria, as provided for in [chapter 16](#) of this title shall be met.
3. Other provisions as required in [chapter 2](#) of this title.

B. Lot area: A minimum of 10,000 square feet.

C. Height:

1. East of Pacific Coast Highway: No building or structure shall exceed 200 feet.
2. West of Pacific Coast Highway: No building or structure shall exceed 45 feet.
3. If the subject property abuts residentially zoned property, no building or structure shall exceed 40 feet.
4. A maximum grade differential of eight feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring

the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.

5. See section 15-2-3 of this title for exceptions to building height.

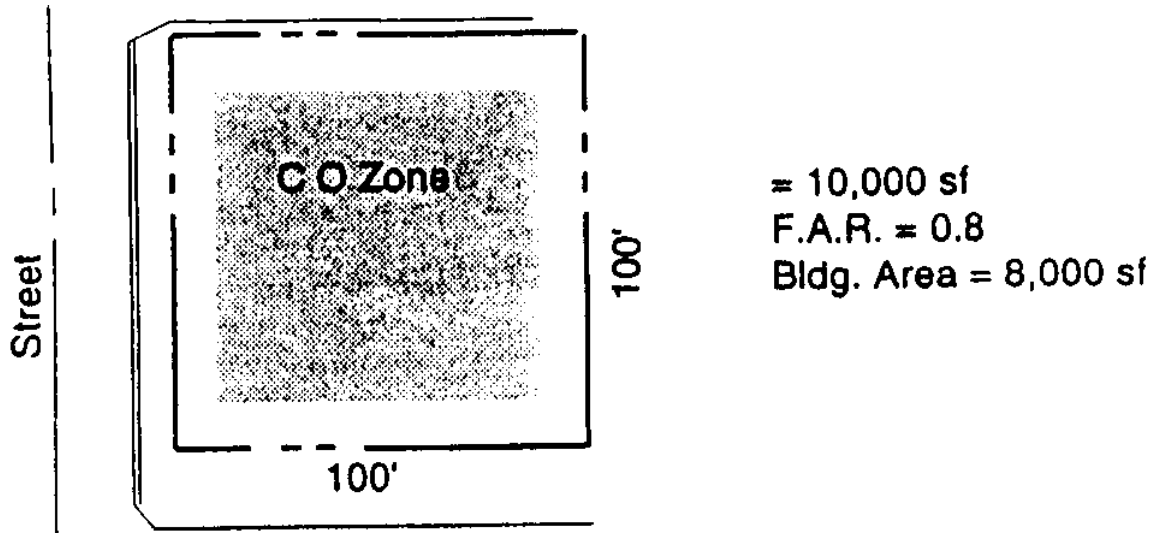
D. Setbacks:

1. Front yard: A minimum of 20 feet.
2. Side yard: A minimum of 10 feet, unless one of the following conditions exists:
  - a. If the side yard adjoins a dedicated street, a minimum of 20 feet shall be provided; and
  - b. If the side yard abuts property zoned for residential uses, a minimum of 100 feet shall be provided, including a 25-foot landscape buffer.
3. Rear yard: A minimum of 10 feet, unless one of the following conditions exists:
  - a. If the rear yard adjoins an alley, dedicated street, public right-of-way, or if the primary access is through the rear yard, a minimum of 25 feet shall be provided; and
  - b. If the rear yard abuts property zoned for residential uses, a minimum of 100 feet shall be provided, including a 25-foot landscape buffer.
4. Future street right-of-way lines. If any future street right-of-way line has been established by plan adopted by the city council, such line shall be considered to be the property line for purposes of determining setbacks.
5. Easements. Setbacks from legal easements, other than street right-of-way easements, shall not be required. In addition to the appropriate review and approval by the city, no construction of any structure or improvement is allowed within a legal easement without written authorization from the legal holder of the easement. Such authorization shall be in a form acceptable to the Director.

E. Lot frontage: Each lot shall have a minimum frontage on a street of 100-feet.

F. Building area: The total net floor area of all buildings shall not exceed the total net square footage of the property multiplied by 0.8 or an FAR of 0.8:1. Additional FAR may be granted for properties east of Pacific Coast Highway only, with approval of a transfer of development rights (TDR) plan.





G. Walls and fences: Wall and fences shall comply with the location requirements of chapter 2 of this title.

H. Access: All development projects shall provide adequate access and facilities for various modes of transit, as required by the City's Transportation Demand Management Program, chapter 16 of this title. In addition, all development projects shall provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then pedestrian access shall be provided between buildings.

**15-5D-4: LANDSCAPING**

As required by section 15-2-14 and chapter 15A of this title.

**15-5D-5: OFF STREET PARKING AND LOADING SPACES**

As required by chapter 15 of this title.

**15-5D-6: SIGNS**

As required by chapter 18 of this title.

SECTION 30: Article 15-5F (Urban Mixed Use South (MU-S) zone) of ESMC Chapter 15-5 is amended in its entirety to read as follows:

**ARTICLE F. URBAN MIXED USE NORTH (MU-N) ZONE**

**15-5F-1: PURPOSE**

- 15-5F-2: PERMITTED USES**
- 15-5F-3: SITE DEVELOPMENT STANDARDS**
- 15-5F-4: LANDSCAPING**
- 15-5F-5: OFF STREET PARKING AND LOADING SPACES**
- 15-5F-6: SIGNS**

**15-5F-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated Urban Mixed Use North on the General Plan land use map and in the General Plan text. The Urban Mixed Use North (MU-N) zone is established to provide area(s) where a mixture of compatible commercial, office, research and development, retail and hotel uses can locate and develop in a mutually beneficial manner. It is the intent of the MU-N zone to have several types of uses occupy a single building, or if a project includes multiple buildings, then each building should contain a different type of use. It is anticipated, although not required, that each type of use will be from two or more of the following categories: retail, service, hotel, office, research and development, theaters or recreational facilities. It is further intended to ensure that adequate open space and development regulations will create a favorable environment for abutting uses as well as ensuring the compatibility and harmonious existence of development within MU-N zoned property. Businesses located within this zone are encouraged to provide street level uses which allow for, and facilitate, pedestrian activity for area workers and visitors.

**15-5F-2: PERMITTED USES**

Permitted uses, permitted accessory uses, uses subject to administrative use permit, and uses subject to conditional use permit for all commercial zones are listed in Article 15-5A of this Title.

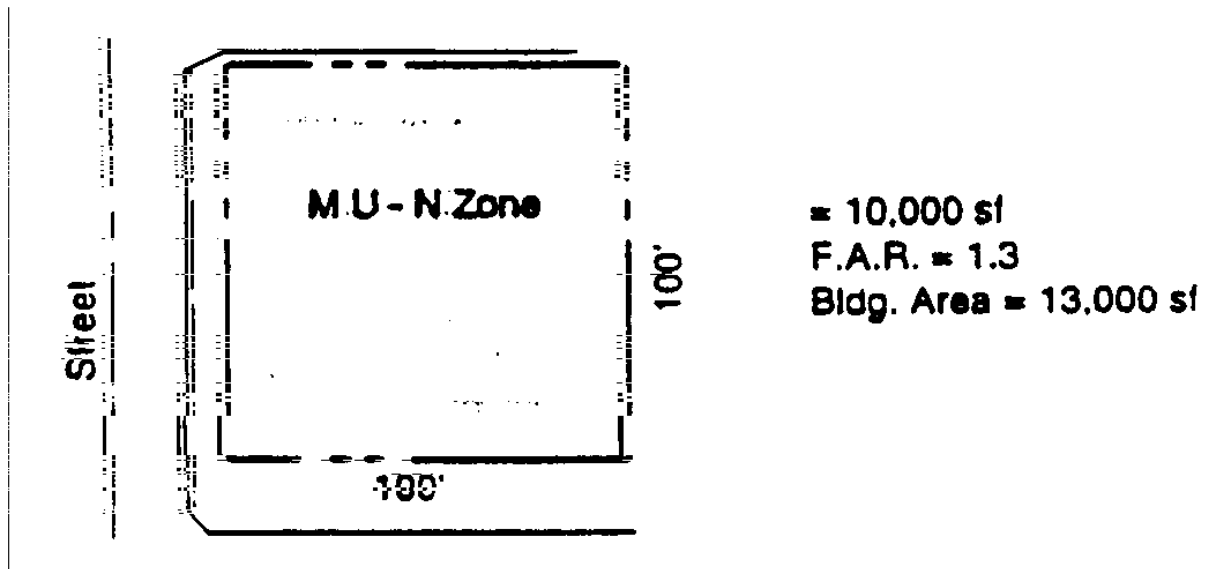
**15-5F-3: SITE DEVELOPMENT STANDARDS**

All uses within the MU-N Zone shall comply with the development standards contained in this section.

**A. General Provision:**

1. All uses shall be conducted wholly within an enclosed building except:
  - a. Electrical distribution stations.
  - b. Outdoor restaurants and cafes incidental to the permitted use, provided they comply with the provisions of section 15-2-16 of this title.
  - c. Recreational facilities customarily conducted in the open.
  - d. Special uses, to the degree the conditional use permit granting such special uses expressly permits operation in other than a fully enclosed building.
2. Prior to approval of any development project, all criteria of the Transportation Demand Management (TDM) and trip reduction criteria as provided for in chapter 16 of this title shall be met.

3. Other provisions as required in chapter 2 of this title.
- B. Lot area: A minimum lot area of 10,000 square feet.
- C. Height:
1. Buildings and structures shall not exceed a height of 175 feet.
  2. A maximum grade differential of eight feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
  3. See section 15-2-3 of this title for exceptions to building height
- D. Setbacks:
1. Front yard: A minimum of 20 feet.
  2. Side yard: A minimum of 10 feet, unless the side yard adjoins a dedicated street, in which case a minimum of 20 feet shall be provided.
  3. Rear yard: Five feet minimum, unless the rear yard adjoins an alley, dedicated street, or public right-of-way, or if the primary access is through the rear yard. In these cases, a minimum of 20 feet shall be provided.
  4. Future street right-of-way lines. If any future street right-of-way line has been established by plan adopted by the city council, such line shall be considered to be the property line for purposes of determining setbacks.
  5. Easements. Setbacks from legal easements, other than street right-of-way easements, shall not be required. In addition to the appropriate review and approval by the city, no construction of any structure or improvement is allowed within a legal easement without written authorization from the legal holder of the easement. Such authorization shall be in a form acceptable to the Director.
- E. Lot Frontage: Each lot in the MU-N Zone shall have a minimum frontage on a street of 100 feet.
- F. Building area: The total net floor area of all buildings shall not exceed the total net square footage of the property multiplied by 1.3 or an FAR 1.3:1. Additional FAR may be granted for properties east of Pacific Coast Highway only, with approval of a transfer of development rights (TDR) plan.



G. Walls and fences: Fences in the MU-N Zone shall comply with the requirements of chapter 2 of this title.

H. Access: All development projects shall provide adequate access and facilities for various modes of transit, as required by the City's transportation demand management program in chapter 16 of this title. In addition, all development projects shall provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then pedestrian access shall be provided between buildings.

**15-5E-4: LANDSCAPING**

As required by section 15-2-14 and chapter 15-15A of this title.

**15-5E-5: OFF STREET PARKING AND LOADING SPACES**

As required by chapter 15 of this title.

**15-5E-6: SIGNS**

As required chapter 18 of this title.

SECTION 31: Article 15-5G (Commercial Center (C-4) zone) of ESMC Chapter 15-5 is amended in its entirety to read as follows:

**ARTICLE G. URBAN MIXED USE SOUTH (MU-S) ZONE**

**15-5G-1: PURPOSE**

**15-5G-2: PERMITTED USES**

- 15-5G-3: SITE DEVELOPMENT STANDARDS**
- 15-5G-4: LANDSCAPING**
- 15-5G-5: OFF STREET PARKING AND LOADING SPACES**
- 15-5G-6: SIGNS**

**15-5G-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated Urban Mixed Use South on the General Plan land use map and in the General Plan text. The Urban Mixed Use South (MU-S) Zone is established to provide area(s) where a mixture of compatible commercial, offices, research and development, retail and hotel uses can locate and develop in a mutually beneficial manner. It is the intent of the MU-S Zone to have several types of uses occupy a single building, or if a project includes multiple buildings, then each building should contain a different type of use. It is anticipated, although not required, that each type of use will be from two or more of the following categories: retail, service, hotel, office, research and development, theaters or recreational facilities. It is further intended to ensure that adequate open space and development regulations will create a favorable environment for abutting uses as well as ensuring the compatibility and harmonious existence of development within MU-S Zoned property. Businesses located within this zone are encouraged to provide street level uses which allow for, and facilitate, pedestrian activity for area workers and visitors.

**15-5G-2: PERMITTED USES**

Permitted uses, permitted accessory uses, uses subject to administrative use permit, and uses subject to conditional use permit for all commercial zones are listed in Article 15-5A of this Title.

**15-5G-3: SITE DEVELOPMENT STANDARDS**

All uses within the MU-S Zone shall comply with the development standards contained in this section.

**A. General Provisions:**

1. All uses shall be conducted wholly within an enclosed building except:
  - a. Electrical distribution stations;
  - b. Outdoor restaurants and cafes incidental to the permitted use, provided they comply with the provisions of section [15-2-16](#) of this title;
  - c. Recreational facilities customarily conducted in the open; and
  - d. Special uses, to the degree the conditional use permit granting such special uses expressly permits operation in other than a fully enclosed building.
2. Prior to approval of any development project, all criteria of the Transportation Demand Management (TDM) and trip reduction criteria as provided for in [chapter 16](#) of this title shall be met.
3. Other provisions as required in [chapter 2](#) of this title.

B. Lot area: A minimum lot area of 10,000 square feet.

C. Height:

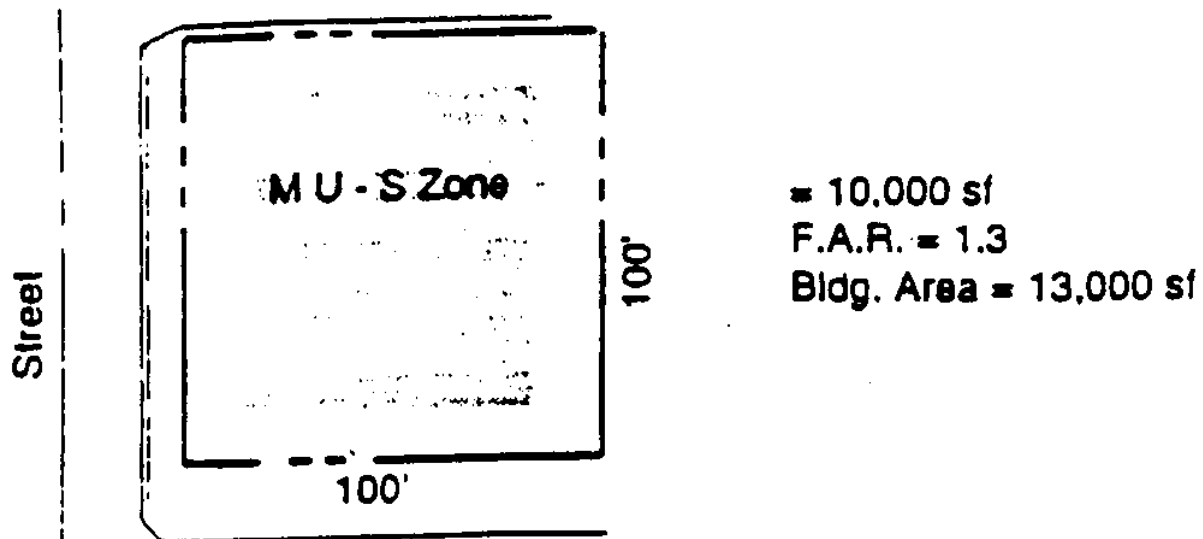
1. Buildings and structures shall not exceed a height of 175 feet.
2. A maximum grade differential of eight feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
3. See section [15-2-3](#) of this title for exceptions to building height.

D. Setback:

1. Front Yard: 20 feet minimum, except that along Rosecrans Avenue a minimum setback of 30 feet must be provided.
2. Side Yard: 10 feet minimum, unless one of the following conditions exists:
  - a. If the side yard abuts property with a non-commercial zoning classification, the side yard setback shall be a minimum of 20 feet.
  - b. If the side yard abuts Rosecrans Avenue or Park Place, the side yard setback shall be a minimum of 30 feet.
3. Rear Yard: Five feet minimum, unless the rear yard adjoins an alley, dedicated street, or public right-of-way, or if the primary access is through the rear yard. In these cases, the rear yard setback shall be a minimum of 20 feet.

E. Lot frontage: Each lot in the MU-S Zone shall have a minimum frontage on a street of 100 feet.

F. Building area: The total net floor area of all buildings shall not exceed the total net square footage of the property multiplied by 1.3 or an FAR of 1.3:1. Additional FAR may be granted for properties east of Sepulveda Boulevard only, with approval of a transfer of development rights (TDR) plan.



G. Walls and fences: Fences in the MU-S Zone shall comply with the requirements of chapter 2 of this title. A minimum six-foot high masonry wall shall be provided along property lines for those yards abutting residential or industrial zones.

H. Access: All development projects shall provide adequate access and facilities for various modes of transit, as required by the City's Transportation Demand Management Program in chapter 16 of this title. In addition, all development projects shall provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then pedestrian access shall be provided between buildings.

**15-5G-4: LANDSCAPING**

As required by section 15-2-14 and chapter 15A of this title.

**15-5G-5: OFF STREET PARKING AND LOADING SPACES**

As required by [chapter 15](#) of this title.

**15-5G-6: SIGNS**

As required by [chapter 18](#) of this title.

SECTION 32: ESMC Chapter 15-5 is amended to add a new ESMC Article 15-5H (Commercial Center (C-4) zone) to read as follows:

**ARTICLE H. COMMERCIAL CENTER (C-4) ZONE**

**15-5H-1: PURPOSE**

**15-5H-2: PERMITTED USES**

**15-5H-6: SITE DEVELOPMENT STANDARDS**

**15-5H-7: LANDSCAPING**

**15-5H-8: OFF STREET PARKING AND LOADING SPACES**

**15-5H-9: SIGNS**

**15-5H-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies affecting property designated as commercial center on the General Plan land use map and in the General Plan text. This zone is intended to provide for developing commercial establishments serving the City and surrounding area. Regulations are designed to promote and control growth of commercial center projects such as retail and service uses.

**15-5H-2: PERMITTED USES**

Permitted uses, permitted accessory uses, uses subject to administrative use permit, and uses subject to conditional use permit for all commercial zones are listed in Article 15-5A of this Title.

## **15-5H-6: SITE DEVELOPMENT STANDARDS**

All uses in the C-4 Zone must comply with the development standards contained in this section.

### **A. General Provisions:**

1. All uses must be conducted within a fully enclosed building except:
  - a. Outdoor restaurants, cafes or seating areas, complying with the provisions of section [15-2-16](#) of this title;
  - b. Outdoor wholesale or retail activities customarily conducted outdoors, including, without limitation, lumberyards, nurseries, and periodic outdoor sales;
  - c. Outdoor recreational activities; and
  - d. Temporary uses conducted for a period not to exceed one year in a temporary trailer, shipping container, or similar structure.
2. Before the City approves any development project, the project must meet all requirements of the transportation demand management (TDM) and trip reduction criteria as set forth in [chapter 16](#) of this title.
3. Other provisions as set forth in [chapter 2](#) of this title.

B. Lot Area: A minimum of 10,000 square feet.

### **C. Height:**

1. No building or structure may exceed 65 feet.
2. A maximum grade differential of eight feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
3. See section [15-2-3](#) of this title for exceptions to building height.

D. Setbacks: The setback requirements shall not be applicable to environmental treatment facilities that are determined by a regulatory agency to be necessary to mitigate the presence of hazardous substances that are present in the soils on the parcel of property on which a treatment facility is located. However, the environmental treatment facility must otherwise comply with the City's traffic safety and Building Code requirements.

1. Front yard: 25 feet minimum.
2. Side yard: Zero feet minimum, unless one of the following conditions exists:
  - a. If the side yard adjoins a dedicated street, at least 25 feet must be provided; and
  - b. If the side yard abuts property with a different classification, the side yard setback shall be a minimum of 10 feet.
3. Rear yard: 15 feet minimum unless one of the following conditions exists:

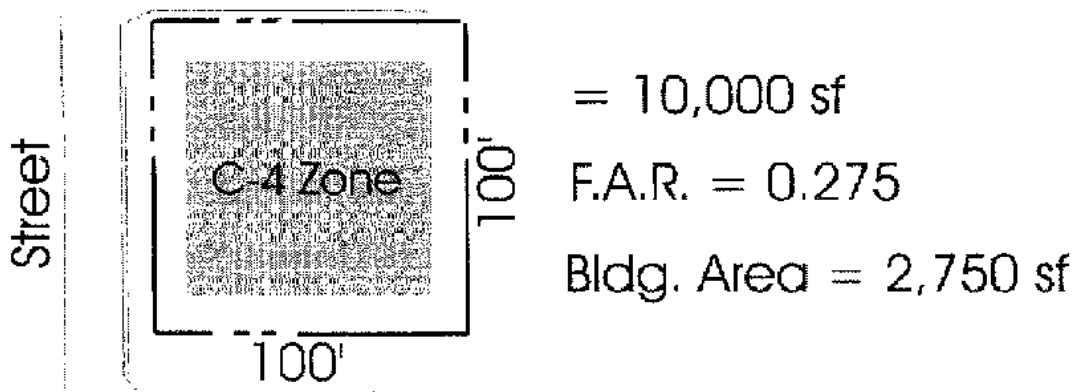


- a. If the rear yard adjoins an alley, dedicated street, public right-of-way, or if the primary access is through the rear yard, at least 25 feet must be provided;
- b. If the rear yard adjoins a railroad right-of-way, at least 10 feet must be provided; and
- c. If the rear yard abuts property with a different classification, the rear yard setback shall be a minimum of feet.

E. Lot frontage:

1. Each lot must provide a minimum frontage on a public street of 100 feet; or
2. Flag lots are permitted with a minimum stem width of 20 feet at a public street. If the flag lot does not provide physical access to a public street, a permanent access easement must be provided from the lot across any contiguous lot or lots which conform with the minimum lot frontage requirement to a public street. The easement, and any proposed modification to the easement, requires City review and approval.

F. Building Area: The total net floor area of all buildings may not exceed the total net square footage of the property multiplied by 0.275 or an FAR 0.275:1. However, additional FAR may be granted by the City pursuant to a development agreement.



G. Transfer of development rights: The transfer of development density from one or more donor parcels to any other receiving parcel or parcels is permitted within the C-4 Zone; provided, that the requirements of this section are met.

1. Location of transfer parcels: The donor and receiving parcels must each be located entirely within the C-4 Zone.
2. Maximum net floor area (NFA) for a receiving parcel: The NFA on any receiving parcel increased in density pursuant to this section cannot exceed an FAR of 0.6.
3. Reduced NFA for a donor parcel: The permitted NFA on any donor parcel decreased in density pursuant to this section must be reduced by the amount of NFA transferred to one or more receiving parcels.
4. Building standards for parcels: All buildings must comply with the building standards of the C-4 Zone.
5. Transfer of development rights: A transfer of development rights may be initiated by a person submitting a written application for a transfer to the Community Development Department that identifies the donor parcel(s), receiving parcel(s),

the amount of NFA proposed to be transferred, and the proposed uses of the donor and receiving parcels.

6. Review by Director: The Director must approve, conditionally approve or deny a transfer plan at a public hearing. The Director must use the following criteria in making a determination:
    - a. The transfer meets the objectives of this title and the purposes of the C-4 Zone;
    - b. The proposed transfer will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;
    - c. The proposed transfer complies with each of the applicable provisions of this chapter;
    - d. The proposed transfer recognizes and compensates for potential impacts that could be generated by the proposed transfer, such as aesthetics, noise, smoke, dust, fumes, vibration, odors, traffic and hazards; and
    - e. The proposed transfer plan is consistent with the General Plan.
  7. Notice and hearing: Upon filing of an application for a transfer plan by a property owner or an applicant with the consent of the owner, the Director must give public notice, as provided in chapter 28 of this title, of the intention to consider at a public hearing the granting of a transfer plan.
  8. Appeal to Planning Commission: The applicant or any person affected by the Director 's decision respecting a transfer plan can appeal that decision to the Planning Commission pursuant to chapter 29 of this title.
  9. Appeal to City Council: The applicant or any person affected by the Planning Commission's decision respecting a transfer plan can appeal the Planning Commission's decision to the City Council pursuant to chapter 29 of this title.
  10. Final Approval: A transfer plan approved by the Director, Planning Commission and/or City Council becomes final upon the completion of all applicable conditions of approval and the following:
    - a. Legal Assurances: A covenant or other suitable, legally binding agreement in a form approved by the City Attorney must be recorded against the affected donor and receiving parcels confirming the transfer of NFA between/among parcels and setting forth any conditions of approval imposed by the City. The covenant must be executed by all parties that have a legal or equitable interest in the affected donor and receiving parcels. The covenant must confirm that from the date of recording of the covenant, the affected parcels will be burdened by the covenant in perpetuity and the covenant will run with the land and the FAR for the donor parcel and receiving parcel will be set in the covenant pursuant to the FAR allowed at the time of approval of the transfer; and
  11. Removal/Modification: The Director may approve the removal or modification of a covenant if the transfer has not been entirely utilized by a receiving parcel or a different parcel has been identified as a donor parcel. The legal and equitable owners of the affected parcels must execute a removal or modification covenant in a form approved by the City Attorney.
- H. Walls and fences: Walls and fences must comply with the location requirement of [chapter 2](#) of this title.
- I. Access: All development projects must provide adequate access and facilities for various modes of transit, as required by the City's Transportation Demand

Management Program in [chapter 16](#) of this title. In addition, all development projects must provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way. If the building is part of a multi-building development project, then safe and convenient pedestrian access must be provided between buildings.

**15-5H-7: LANDSCAPING**

As required by section [15-2-14](#) and [chapter 15A](#) of this title.

**15-5H-8: OFF STREET PARKING AND LOADING SPACES**

As required by [chapter 15](#) of this title.

**15-5H-9: SIGNS**

Signs in the C-4 Zone must comply with requirements of [chapter 18](#) of this title except as specified below:

- A. A maximum of three ground or monument signs not to exceed 45 feet in height each are permitted along the Pacific Coast Highway street frontage, north of the Union Pacific Railroad.
- B. A maximum of two ground or monument signs not to exceed 25 feet in height each are permitted along the Pacific Coast Highway street frontage south of the Union Pacific Railroad.
- C. A maximum of two ground or monument signs (not including wayfinding signs), not to exceed 25 feet in height each are permitted along the Park Place street frontage.
- D. A maximum of one ground or monument sign (not including wayfinding signs), not to exceed 25 feet in height is permitted along the Allied Way street frontage.
- E. A maximum of one ground or monument sign, not to exceed 65 feet in height is permitted along the Allied Way street frontage.
- F. A maximum of two ground or monument signs (not including wayfinding signs), not to exceed 20 feet each are permitted along the Rosecrans Avenue street frontage.
- G. A maximum of one roof sign up to 450 square feet in that portion of the C-4 Zone located south of the Union Pacific Railroad and north of Village Drive which shall not count toward the maximum 15 percent permitted for storefront signage as specified in subsection [15-18-4A\(1\)\(b\)](#) of this title.
- H. Parcels that are comprised of a minimum of 7.5 acres and that have at least 80 percent of the floor area devoted to retail and restaurant uses may have up to two (light emitting diode signs ("LED sign")) that do not exceed 30 feet in height and 60 feet in width so long as: 1) the signs only advertise businesses and products (but only in

conjunction with the name of the business that sells the product) that are located on the parcel or display movie projections and abstract videos that are not related to advertising any product, or entertainment, retail or service use and 2) the sign is oriented such that it is intended to be viewed by individuals located on the parcel and not by individuals located in a public right-of-way. Pursuant to a development agreement that covers multiple parcels of property, and so long as the requirements of this provision are otherwise met, the names of businesses and products (but only in conjunction with the name of the business that sells the product) that are located on parcels that are subject to the development agreement may be advertised on an LED sign located on another parcel that is subject to the same development agreement.

SECTION 33: ESMC Article 15-6A (Light Industrial (M-1) zone) of ESMC Chapter 15-6 is amended in its entirety to read as follows:

## **ARTICLE A: PERMITTED USES IN INDUSTRIAL ZONES**

### **15-6A-1: PERMITTED USES**

Table No. 1 below contains the uses permitted in the M-1 and M-2 zones, including uses permitted by right, accessory uses, uses subject to an administrative use permit and uses subject to a conditional use permit

**Table No. 1 – permitted uses in industrial zones**

Uses	Zones	
	M-1	M-2
<b>Eating and drinking establishments</b>		
Drive-through restaurants	CUP	CUP
Restaurants and cafes	P	CUP
<b>General Commercial uses</b>		
Adult-oriented businesses		
Alcohol - off-site sale at limited support service retail establishments.	AUP	AUP
Alcohol - on-site sale and consumption at restaurants and delicatessens	AUP	AUP
Animal boarding	CUP	CUP
Animal hospitals (and veterinary services)	P	CUP
Billiard/pool rooms and bowling alleys	CUP	CUP
Business and consumer support services	CUP	CUP
Drive-through or walk-up services, excluding drive-through restaurants.	A	A
Financial institutions	CUP	CUP
Fitness centers	P	CUP
General offices	P	CUP
Medical-dental offices	CUP	CUP
Medical-dental laboratories	CUP	CUP
Motion picture/television production facilities (indoor) <sup>9</sup>	CUP	CUP
Multi-media offices	CUP	CUP
Office worker-oriented services, not located on Pacific Coast Highway or El Segundo Boulevard	CUP	CUP
Personal services	CUP	CUP
Retail sales	CUP	CUP
Service stations <sup>2</sup>	CUP	CUP

<b>Group care and hospitality uses</b>		
Daycare centers	P	CUP
Dog daycare (indoor)	P	
Dog daycare (outdoor)	CUP	CUP
Emergency shelters	P	
Hotels and motels	CUP	CUP
<b>Industrial</b>		
Construction yards		P
Extraction of raw materials and refining		P
Factories		P
Freight forwarding, transfer, trucking yards or terminals	CUP	CUP
General storage, warehousing and ministorage	P	
Generating stations		P
Heavy manufacturing uses		P
High and medium bay labs	P	
Light manufacturing uses and related offices	P	
Research and development	P	CUP
Waste material transfer and storage	N	N
Wholesale uses	CUP	CUP
<b>Institutional</b>		
Government buildings/public uses	P	CUP
Schools	CUP	CUP
<b>Miscellaneous uses</b>		
Data centers	CUP	CUP
Helicopter landing facilities, per ESMC section <a href="#">15-2-13</a>	CUP	CUP
Medium and large-scale ground-mounted solar energy systems	P	P
Open storage of commodities sold or utilized on the premises.	A	A
Outdoor dining areas, per ESMC Chapter 15-2	A	A

Public utilities, including, but not limited to, power substations and telephone exchanges	P	
Residential Uses	N	N
Recreational facilities (public and private)	P	CUP
Roof-mounted solar energy systems.	A	A
Small and medium-scale ground-mounted solar energy systems.	A	A
Any use customarily incidental to a permitted use	A	A
Other similar uses approved by the Director, per ESMC Chapter 15-22	P, A, AUP, CUP, N	P, A, AUP, CUP, N

Notes:

1. P = Permitted use, A = Accessory use, AUP = Use subject to an administrative use permit (Per ESMC Chapters 23 and 23), CUP = Use subject to a conditional use permit (per ESMC Chapters 24 and 28), N = prohibited
2. Service stations are permitted with a CUP if located a minimum of 500 feet from any residential zoned property. This distance criteria does not apply to properties east of Pacific Coast Highway.

SECTION 34: Article 15-6B (Heavy Industrial (M-2) zone) of ESMC Chapter 15-6 is amended in its entirety to read as follows:

## **ARTICLE B. LIGHT INDUSTRIAL (M-1) ZONE**

- 15-6B-1: PURPOSE**
- 15-6B-2: PERMITTED USES**
- 15-6B-3: SITE DEVELOPMENT STANDARDS**
- 15-6B-4: LANDSCAPING**
- 15-6B-5: OFF STREET PARKING AND LOADING SPACES**
- 15-6B-6: SIGNS**
- 15-6B-7: EMERGENCY SHELTERS DEVELOPMENT STANDARDS**

### **15-6B-1: PURPOSE**

The purpose of this zone is to provide consistency with and implement policies related to those locations which are designated Light Industrial on the General Plan land use map and in the General Plan text. This zone is intended to provide for the location and grouping of light industrial activities, research, and technological processes, and related offices and auxiliary uses performing support services for existing and permitted establishments, companies or business firms within the zone.

### **15-6B-2: PERMITTED USES**

Permitted uses, permitted accessory uses, uses subject to administrative use permit, and uses subject to conditional use permit for all industrial zones are listed in Article 15-6A of this Title.

### **15-6B-7: SITE DEVELOPMENT STANDARDS**

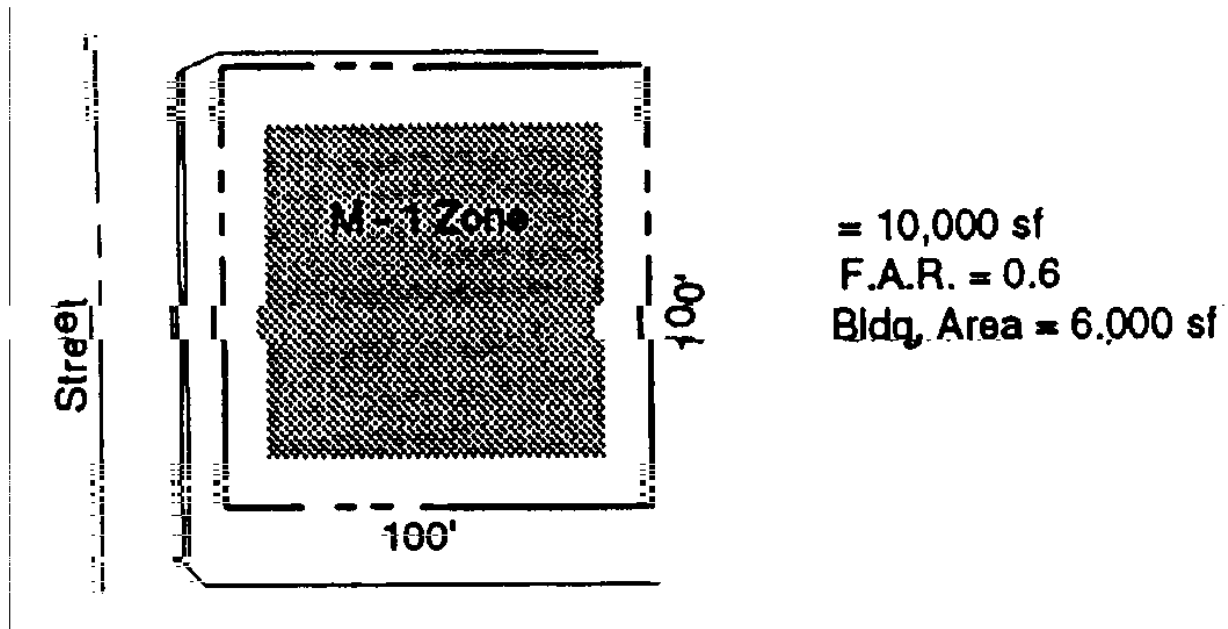
All uses within the M-1 Zone shall comply with the development standards contained in this section.

#### **A. General Provisions:**

1. No operations and uses conducted on the premises shall be in violation of this Code, State laws, or environmental regulations by reason of noise, odor, dust, mud, smoke, light, vibrations or other similar causes.
2. All uses in the M-1 Zone shall be conducted completely within a fully enclosed building except:
  - a. Recreational facilities customarily undertaken in the open;
  - b. Special uses, provided such use expressly permits operation in other than a fully enclosed building as provided through an administrative determination; and
  - c. Outdoor restaurant seating, provided it complies with the provisions of section 15-2-16 of this title.



3. Prior to approval of any development project, all criteria of the Transportation Demand Management (TDM) and trip reduction criteria, as provided for in chapter 16 of this title shall be met.
  4. Other provisions as required in chapter 2 of this title.
- B. Lot area: A minimum of 10,000 square feet.
- C. Height:
1. Buildings and structures shall not exceed a height of 200 feet.
  2. A maximum grade differential of eight feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
  3. See section 15-2-3 of this title for exceptions to building height.
- D. Setbacks:
1. Front Yard: A minimum of 25 feet.
  2. Side Yard: A minimum of 15 feet, unless the side yard adjoins a dedicated street, in which case the side yard setback shall be a minimum of 25 feet.
  3. Rear Yard: A minimum of 10 feet, unless the rear yard adjoins an alley, dedicated street, public right-of-way, or if the primary access is through the rear yard, in which case the rear yard setback shall be a minimum of 25 feet.
- E. Lot Frontage: A minimum frontage of 100 feet shall be provided on a dedicated street.
- F. Building Area: The total net "floor area" of all buildings, as defined in section 15-1-6 of this title, on any parcel or lot shall not exceed the total square footage of the parcel or lot area multiplied by 0.6, thereby giving a floor area ratio (FAR) of 0.6:1. However, additional FAR may be granted by the City upon the preparation and approval of a specific plan, consistent with section 65450 et seq., of the California Government Code, or, for properties east of Pacific Coast Highway only, with the approval of a transfer of development rights (TDR) plan. The total net floor area of high and medium bay labs may be multiplied by a factor of 0.5 to determine the allowed net floor area, if an agreement is recorded which ensures that the use and the number of employees is consistent with the definition of "high and medium bay labs" in section 15-1-6 of this title.



G. Walls and fences: Walls and fences in the M-1 Zone shall comply with the requirements of chapter 2 of this title.

H. Access: All development projects shall provide adequate access and facilities for various modes of transit, as required by the City's transportation demand management program in chapter 16 of this title. In addition, all development projects shall provide pedestrian access between buildings and transit facilities located on site and/or off site if within adjoining public rights-of-way. If the building is part of a multi-building development project, then safe and convenient pedestrian access shall be provided between buildings.

**15-6B-8: LANDSCAPING**

As required by section 15-2-14 and chapter 15A of this title.

**15-6B-9: OFF STREET PARKING AND LOADING SPACES**

As required by chapter 15 of this title.

An area equivalent to 20 percent of the gross floor area of the building that is devoted to accessory use(s) may be parked at the rate of the building's primary use. In cases of uncertainty or ambiguity, the Director will determine whether an area is accessory.

**15-6B-10: SIGNS**

As required by chapter 18 of this title.

**15-6B-11: EMERGENCY SHELTERS DEVELOPMENT STANDARDS**

- A. Emergency shelters: Emergency shelters are subject to the following development standards:
1. Not more than one emergency shelter is permitted within a radius of 300 feet from another emergency shelter.
  2. No emergency shelter will be permitted within 300 feet of residentially zoned property, El Segundo public or private schools, El Segundo parks and open space, or childcare facilities.
  3. The emergency shelter facility may provide one or more of the following specific facilities and services including, without limitation:
    - a. Childcare facilities;
    - b. Commercial kitchen facilities designed and operated in compliance with Health and Safety Code section 113700 et seq.;
    - c. Dining area;
    - d. Laundry;
    - e. Recreation room; and
    - f. Support services (e.g., training, counseling).
  4. Not more than 12 persons can be served on a nightly basis.
  5. Maximum length of stay of a person in an emergency shelter is limited to 180 days in any 12-month period.
  6. The facility must provide a minimum of 50 gross square feet of personal living space per person served, not including space for common areas.
  7. Emergency shelters may operate 24 hours a day to provide sleeping facilities and other facilities and services. Admittance and intake processing of emergency shelter clients is limited to 7:00 A.M. to 10:00 P.M. daily. Delivery hours are limited to 7:00 A.M. to 6:00 P.M. daily. Refuse collection is limited to 7:00 A.M. to 8:00 P.M. daily.
  8. Each emergency shelter must have an on-site management office, with at least one employee present at all times the emergency shelter is in operation. A minimum of two employees must be on duty when more than 10 beds are occupied.
  9. Each emergency shelter must have on site security employees, with at least one security employee present at all times the emergency shelter is in operation.
  10. Staging drop off, intake, and pick up of emergency shelter clients must take place inside a building, at a rear or side entrance not adjacent to a public right-of-way, or in an interior courtyard. Any exterior waiting areas must be physically and visually separated from public view of a right-of-way with a minimum six-foot tall decorative masonry wall and/or a six-foot tall hedge or similar mature landscaping as approved by the Director. Floor plans for the emergency shelter must be submitted with the building plans that show the size and location of any proposed interior and/or exterior waiting or resident intake areas.
  11. Outdoor recreation activities may be conducted at the facility subject to the same physical and visual separation requirements as exterior waiting areas as set forth in this section.
  12. Off street parking must be provided as set forth in this Code, except that the number of off street parking spaces provided must be one parking space per three beds, plus one parking space per employee on duty with a minimum of three employee parking spaces. Notwithstanding this requirement, the required number

of off street parking spaces cannot exceed the spaces required for similar uses of the same size in the M-1 Zone.

13. Exterior lighting must be provided at all building entrances and outdoor activity areas, and must be activated between sunset and sunrise of each day. All exterior lighting must comply with this Code.
14. Facilities must provide a storage area for refuse and recyclables and must be fully screened from public view of any public right-of-way and be enclosed by a solid wall or fence, in accordance with this Code. The refuse and recyclable storage area must be large enough to accommodate the number of bins that are required to provide the facility with sufficient service so as to avoid the overflow of material outside of the bins provided.
15. Emergency shelter application requests and building plans for emergency shelters must be submitted to the Director, and if the application and building plans meet all applicable standards in this Code, including design, development, and any other State or local requirement, the emergency shelter application may be approved by the Director. Emergency shelter applications must be approved before a building permit may be issued.

SECTION 35: ESMC Chapter 15-6 is amended to add a new Article 15-6C (Heavy Industrial (M-2) zone) to read as follows:

#### **ARTICLE C. HEAVY INDUSTRIAL (M-2) ZONE**

- 15-6C-1: PURPOSE**
- 15-6C-2: PERMITTED USES**
- 15-6C-3: SITE DEVELOPMENT STANDARDS**
- 15-6C-4: LANDSCAPING**
- 15-6C-5: OFF STREET PARKING AND LOADING SPACES**
- 15-6C-6: SIGNS**

#### **15-6C-1: PURPOSE**

To provide consistency with and implement policies related to those locations which are designated heavy industrial on the general plan land use map and in the general plan text. This zone is intended to provide areas suitable for the development of heavy manufacturing, assembling, or processing activities having unusual or potentially deleterious operational characteristics, that would be detrimental if allowed to operate in other zones within the city.

#### **15-6C-2: PERMITTED USES**

Permitted uses, permitted accessory uses, uses subject to administrative use permit, and uses subject to conditional use permit for all industrial zones are listed in Article 15-6A of this Title.

#### **15-6C-3: SITE DEVELOPMENT STANDARDS**

All uses within the M-2 Zone shall comply with the development standards contained in this section.

A. General Provisions:

1. Operations and uses conducted on the premises, which are or may be in violation of this Code, State laws, or environmental regulations by reason of noise, odor, dust, mud, light, smoke, vibrations or other similar causes, shall conform to all City, State and Federal regulations which are designed to protect the health, safety and welfare of the citizens of this City and the employees of the proposed use.
2. Prior to approval of any development project, all criteria of the transportation demand management (TDM) and trip reduction criteria, as provided for in chapter 16 of this title shall be met.
3. Other provisions as required in chapter 2 of this title.

B. Lot area: A minimum of 20,000 square feet.

C. Height:

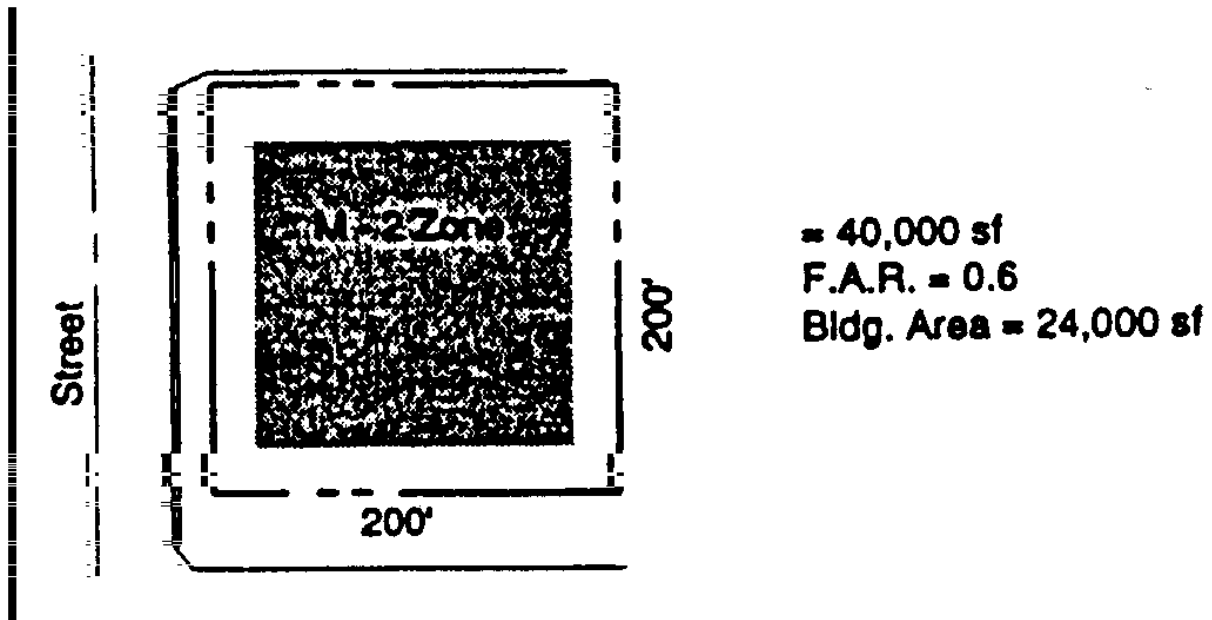
1. A maximum of 200 feet.
2. A maximum grade differential of eight feet is permitted on sloping lots. The height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
3. See section 15-2-3 of this title for exceptions to building height.

D. Setbacks:

1. Front Yard: 25 feet minimum.
2. Side Yard: 15 feet minimum, unless the side yard adjoins a dedicated street, in which case the side yard setback shall be a minimum of 25 feet.
3. Rear Yard: 10 feet minimum, unless the rear yard adjoins an alley, dedicated street, or public right-of-way, or if the primary access is through the rear yard, in which case the rear yard setback shall be a minimum of 25 feet.

E. Lot frontage: A minimum frontage of 100 feet shall be provided on a dedicated street.

F. Building area: The total net "floor area" of all buildings, as defined in section [15-1-6](#) of this title, on any parcel or lot shall not exceed the total square footage of the parcel or lot area multiplied by 0.6, thereby giving a floor area ratio of 0.6:1.



G. Walls and fences: As required by [chapter 2](#) of this title.

H. Access: All development projects shall provide adequate access and facilities for various modes of transit, as required by the city's transportation demand management program in [chapter 16](#) of this title. In addition, all development projects shall provide pedestrian access between buildings and transit facilities located on site and/or off site if within adjoining public rights of way. If the building is part of a multi-building development project, then safe and convenient pedestrian access shall be provided between buildings.

I. Recreational facilities: All developments greater than 500 acres shall maintain employee recreational facilities subject to the approval of the Director of Community Development and the Director of Public Works.

**15-6C-4: LANDSCAPING**

As required by section [15-2-14](#) and [chapter 15A](#) of this title.

**15-6C-5: OFF STREET PARKING AND LOADING SPACES**

As required by [chapter 15](#) of this title.

**15-6C-6: SIGNS**

As required by chapter 18 of this title.

**SECTION 36:** ESMC Article 15-7A (Medium Density Residential (MDR) Overlay zone) of ESMC Chapter 15-7 is amended as follows:

## ARTICLE A. MEDIUM DENSITY RESIDENTIAL (MDR) OVERLAY ZONE

- 15-7A-1: PURPOSE:**
- 15-7A-2: ACTIVATION:**
- 15-7A-3: DEVELOPMENT STANDARDS:**
- 15-7A-4: LIVE/WORK DEVELOPMENT STANDARDS**

### **15-7A-1: PURPOSE:**

- A. ~~The purpose of the Medium Density Residential (MDR) Overlay Zone is to~~To provide for an area within the Smoky Hollow Specific Plan area that is appropriate for and capable of sustaining residential uses.
- B. Moreover, it is the intent in identifying the long-term potential for residential use in the area designated to establish that residential use is explicitly excluded from the remainder of the Smoky Hollow specific plan area, except for single caretaker dwelling units provided for elsewhere in the plan.
- C. The MDR Zone shall be considered a "floating zone" in that once a need is identified, this zone can be activated. This floating zone for the Smoky Hollow Specific Plan area attempts to recognize that future residential market forces are anticipated in certain portions of the specific plan area and sensible land use planning dictates their exact locations given adjacent land uses and proximity to arterial streets.
- D. In effect, this zone is not a true "floating zone" in that it does not add more regulations over the existing Smoky Hollow East base zone. Rather, it is a "holding zone" which can be activated and used in place of the base zone.

### **15-7A-2: ACTIVATION:**

The following processes activate the MDR Zone:

- A. A General Plan amendment to change the designation for proposed activated property from Smoky Hollow Specific Plan to Multi-Family Residential;
- B. A Specific Plan amendment to remove the proposed activated property from the Smoky Hollow Specific Plan; and
- C. A Zone Change application to change the zone of the proposed activated property from Smoky Hollow East with MDR Overlay to Multi-Family Residential (R-3) without MDR Overlay.

### **15-7A-3: DEVELOPMENT STANDARDS:**

The development standards that apply to the underlying base zone shall apply unless and until the MDR is activated. If the MDR is properly activated, Multi-Family Residential (R-3) zoning standards shall apply to the activated property along with the following

additional standards:

- A. The setback along Grand Avenue shall be ~~thirty~~**30** feet (~~30'~~) minimum for properties east of Kansas Street, whether it is for a front or side yard.
- B. Vehicular access to MDR activated properties may not be taken directly from Grand Avenue. (Ord. 1580, 2-5-2019)

#### **15-7A-4: LIVE/WORK DEVELOPMENT STANDARDS**

Live/work uses are in addition to residential uses and must comply with all the following:

- A. Live/work uses cannot be open to walk-in trade or client visits other than by appointment;
- B. Only one employee, other than the resident, may be employed on site;
- C. Work activity must be conducted entirely within the individual unit;
- D. Outdoor storage is not permitted;
- E. Live/work uses cannot generate hazardous materials or employ hazardous processes;
- F. The live/work use cannot be publicly observed;
- G. Live/work impacts, such as noise, vibration, dust, odors, fumes, smoke, heat, electrical interference or other similar nuisances, cannot be perceptible beyond the individual unit;
- H. Live/work activities cannot increase pedestrian or vehicle traffic beyond that ordinarily associated with residential occupancy nor can it reduce the number of required off street parking spaces available for residential use;
- I. One wall sign is permitted at the entrance of each individual unit. The wall sign cannot exceed six square feet and cannot extend above or out from the wall. Signs cannot emit sounds, odor, or visible matter, such as smoke or steam. Signage may be lighted from another source such as gooseneck lamps. Internally illuminated and neon signs are not allowed. Rooftop signage is not allowed within the zone. Signs cannot contain any revolving, fluttering, flashing or spinning elements. All signage is subject to city requirements for sign permits.

SECTION 37: ESMC Section 15-7B-3 regarding the MMO (Multimedia overlay) district Permitted Accessory Uses is amended as follows:

#### **15-7B-3: PERMITTED ACCESSORY LAND USES:**

The following uses would be permitted as accessory uses in the ~~proposed~~ MMO District:



- A. Drive-through or walk-up services, including financial operations, but excluding drive-through restaurants.
- B. Employee recreational facilities and play area.
- C. Open storage of commodities sold or utilized on the premises.

**D. Outdoor dining areas pursuant to the standards contained in sections 15-2-7 and 15-2-16 of this title.**

~~D.E.~~ Parking structures and surface parking lots.

~~E.F.~~ Other similar uses approved by the Director of Planning and Building Safety, as provided by chapter 22 of this title.

SECTION 38: ESMC Section 15-8-3 (Open Space zone permitted accessory uses) is amended as follows:

**15-8-3: PERMITTED ACCESSORY USES:**

The following accessory uses are permitted in the O-S zone when developed and used in conjunction with one or more permitted uses in the zone:

- A. Comfort stations.
- B. Concession stands.
- C. Maintenance buildings.
- D. Parking areas.
- ~~E. Other similar uses approved by the director of community, economic and development services as provided by chapter 22 of this title. (Ord. 1212, 11-16-1993; amd. Ord. 1315, 1-18-2000)~~

**E. Roof-mounted solar energy systems.**

**F. Small and medium-scale ground-mounted solar energy systems.**

**G. Other similar uses approved by the Director, as provided by chapter 22 of this title.**

SECTION 39: ESMC Section 15-10-3 (Public Facilities zone permitted accessory uses) is amended as follows:

**15-10-3: PERMITTED ACCESSORY USES:**

A. Any use customarily incidental to a permitted use.

~~B. Other similar uses approved by the Director of Planning and Building Safety, as provided by chapter 22 of this title. (Ord. 1212, 11-16-1993; amd. Ord. 1315, 1-18-2000)~~

**B. Roof-mounted solar energy systems.**

**C. Small and medium-scale ground-mounted solar energy systems.**

**D. Other similar uses approved by the Director, as provided by chapter 22 of this title.**

SECTION 40: ESMC Subsections (F) through (T), inclusive, of § 15-15-5 (Parking area development standards) are amended as follows:

~~F. Tire Stops:~~

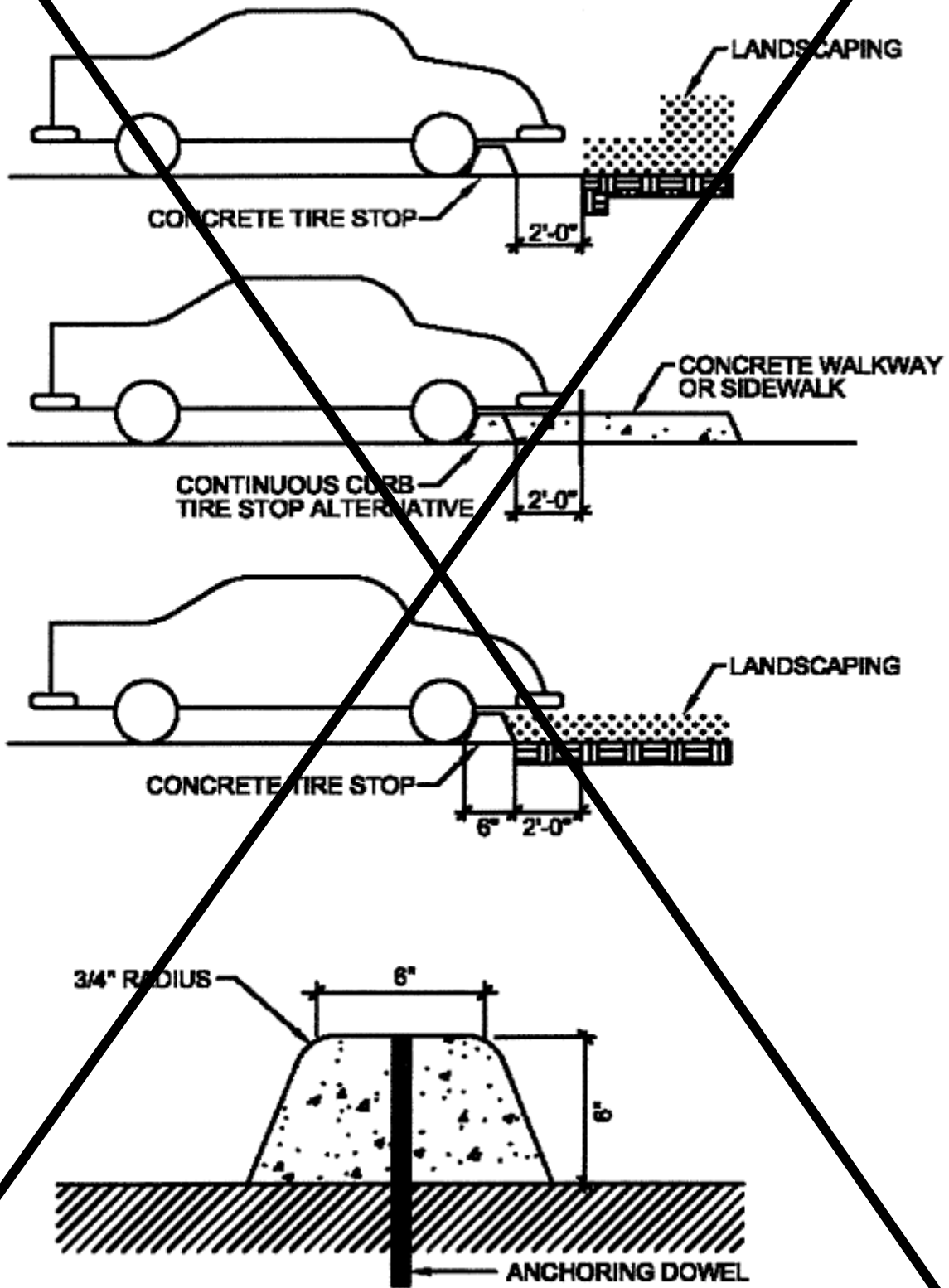
~~— 1. Location: Concrete tire stops must be provided in all parking lot areas abutting a building, structure, sidewalk, street, alley or other permanent feature such as a tree, bollard, utility box, or sign. Tire stops shall be located two feet from the front of a parking space.~~

~~— 2. Continuous Curb: A continuous concrete curb may be provided in lieu of a tire stop, provided the area within two feet of the curb face (overhang area) is not required for pedestrian or handicap access. The vehicle overhang area may be landscaped, however this landscaped area does not count toward the required vehicle use area landscaping.~~

~~— 3. Dimensions: Tire stops or curbs must be a minimum of six inches wide and six inches tall.~~

~~— FIGURE 3 TIRE STOP DESIGN AND LOCATION~~

FIGURE 3 - TIRE STOP DESIGN AND LOCATION



~~4. The Director may approve adjustments from the tire stop standards as provided in Chapters 22 and 23 of this title.~~

**GF.** Lighting:

1. Lights provided to illuminate any parking area or vehicle sales areas as permitted by this Code must be arranged so as to direct the light away from any premises upon which a residential dwelling unit is located.
2. Parking area light standards located within 50 feet of a property line must not exceed 25 feet in height.
3. The Director may approve adjustments from the lighting standards.

**HG.** Landscaping:

1. All new or substantially redesigned parking areas must provide landscaping as provided in chapter 2, "General Provisions", of this title.

**H.** Parking Space Dimensions:

1. Minimum Interior Dimensions:

Space Type	Minimum Width	Minimum Length
Commercial standard	8.5 feet	18 feet
Residential standard	9 feet	20 feet
Residential - narrow lots <sup>1</sup>	8.5 feet	20 feet
Vehicle lift	<del>11</del> <b>8.5</b> feet	<del>24</del> <b>18</b> feet
Compact	8.5 feet	15 feet
Parallel	8.5 feet	24 feet
Accessible	See note 2	See note 2
Motorcycle	5 feet	9 feet
Bicycle <sup>3</sup>	2 feet	5 feet

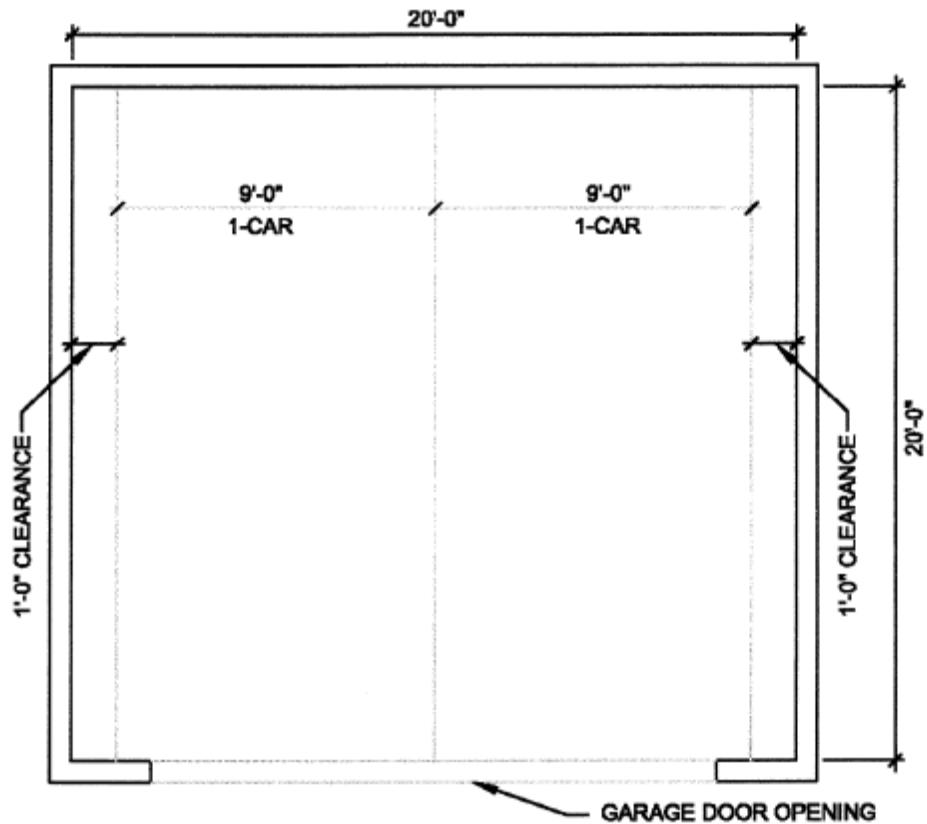
Notes:

1. Lots under 40 feet in width.
2. The dimensions of accessible parking spaces must comply with the Americans With Disabilities Act (ADA), title III and California Code of Regulations (CCR), California Access Code, title 24.
- 3. Each bicycle space must accommodate one 2-bicycle capacity rack.**

2. Single-Family Dwellings:

- a. Two-car garages must have minimum interior dimensions of 20 feet by 20 feet, except for narrow lots as indicated below.

FIGURE 4 - SINGLE-FAMILY DWELLING GARAGE



b. Individual garages must not exceed 900 square feet in size or a four car capacity, whichever is less. Subterranean garages and semi-subterranean garages that meet the definition of a basement are exempt from this requirement.

3. The Director may approve adjustments to the parking space dimensions standards as provided in Chapters 22 and 23 of this title.

J. Compact Spaces: Compact parking is allowed for office, industrial, hotel, and recreational uses up to a maximum of 20 percent of required parking spaces. Parking provided in excess of the required number may be compact in size. Compact spaces cannot be allowed for retail uses.

K. Tandem Spaces: All tandem parking spaces, where allowed, must be clearly outlined on the surface of the parking facility.

**TANDEM SPACES PERMITTED**

Use	Maximum Percentage of Required Spaces <sup>3</sup>	Maximum Percentage of Required Spaces in Smoky Hollow	Maximum Depth
Single- and two-family residential	100	n/a	2 spaces <sup>1</sup>

Multiple-family residential	Prohibited <sup>2</sup>	n/a	n/a
Retail and services	Prohibited	30	2 spaces
Industrial	20	85	2 spaces
Offices	20	85	2 spaces
Restaurants	Prohibited	10	2 spaces

Notes:

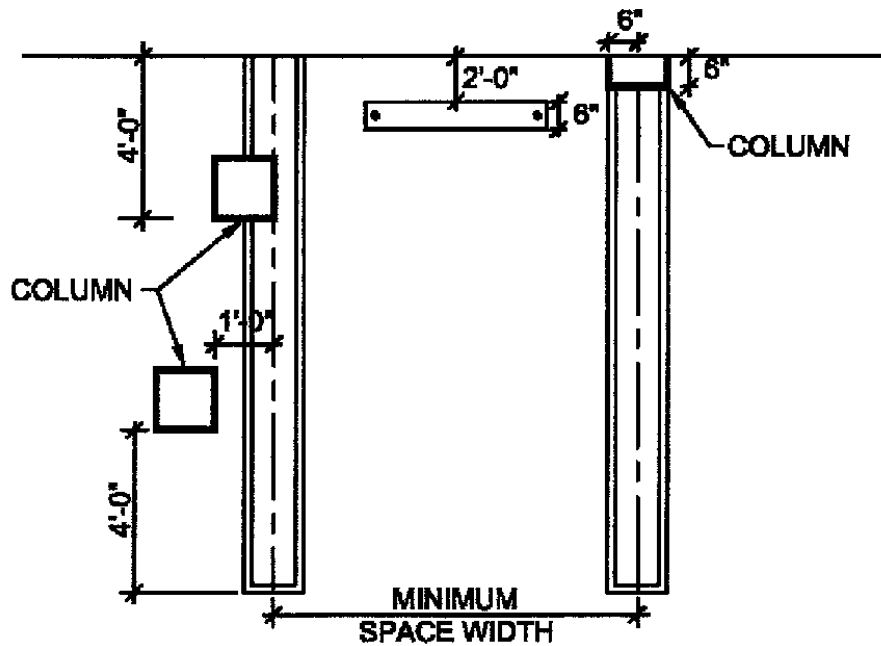
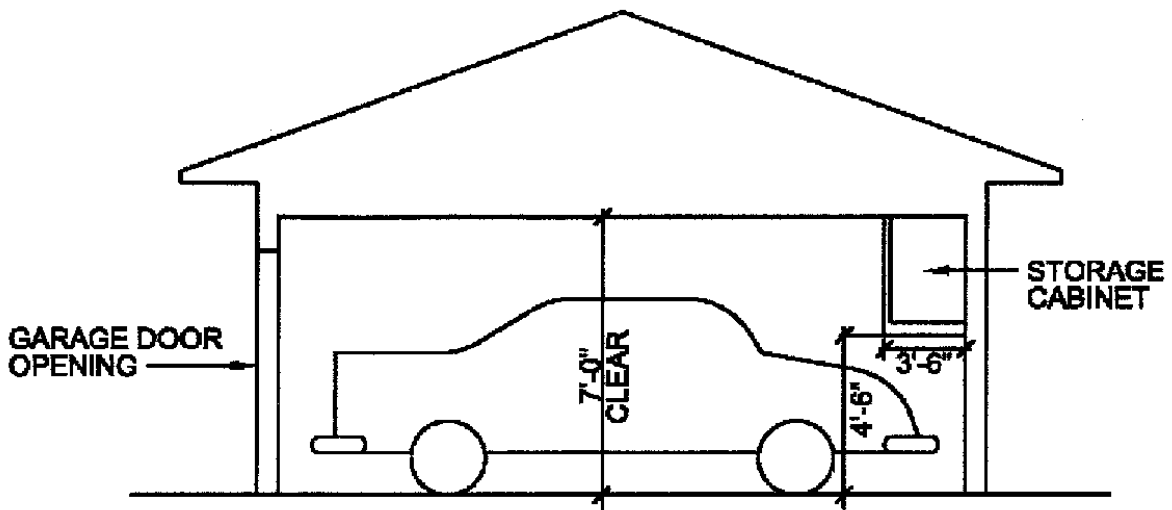
1. Tandem spaces for single- and two-family dwellings must be assigned to the same unit.
2. Tandem parking is permitted for multiple-family residential developments involving density bonuses, pursuant to Government Code section 65915.
- 3. Parking provided in excess of the required number may be tandem in configuration.**

The Director may approve adjustments to the required number and standards for tandem parking spaces as provided in Chapters 22 and 23 of this title, subject to conditions. The conditions may include recording of a covenant agreement, requiring a parking attendant, requiring valet service, and other operational conditions. The Director may also approve tandem parking in excess of the above limits for permitted temporary uses and/or special events.

**LK**. Parking Clearance and Obstructions:

1. Vertical Clearance: The minimum vertical clearance for all parking areas must be seven feet.
  - a. Exceptions: Storage cabinets and other obstructions shall be permitted in an area above the front end of parking spaces that must be at least 4.5 feet above the ground and no more than 3.5 feet from the front end of the space.
2. Horizontal Clearance: Parking spaces located next to walls, columns, or similar obstructions must provide an additional one foot of clearance on the side of the obstruction.
  - a. Exceptions:
    - (1) Columns or similar obstructions are permitted in the one-foot clearance area four feet of the front and rear end of a parking space.
    - (2) Walls, columns, or similar obstructions may project six inches into the front end corners of a parking space.
    - (3) In existing parking facilities, standard parking spaces may be reduced in length by up to two feet to accommodate installation of electric vehicle charging stations.**
3. Disabled Access: Where necessary to comply with the Americans With Disabilities Act (ADA), title III and California Code of Regulations (CCR), California Access Code, title 24, parking facilities may deviate from the parking clearance and obstructions standards.

FIGURE 5 - REQUIRED CLEARANCE AND PERMITTED OBSTRUCTIONS



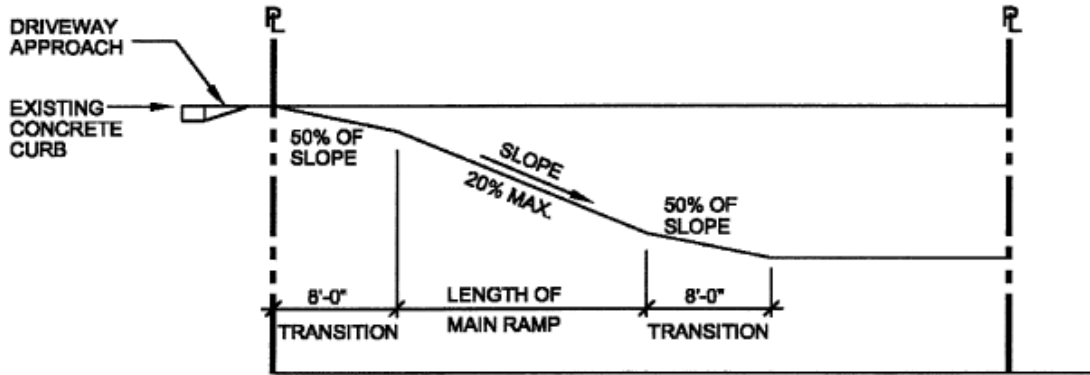
4. The Director of Planning and Building Safety may approve adjustments to the parking clearance and obstructions standards as provided in chapter 24, "Adjustments", **Chapters 22 and 23** of this title.

ML. Vehicle Ramps:

Maximum slope	20 percent
Transitions slopes	Required at each end of ramps that exceed a 6 percent slope
Maximum transition length	8 feet
Slope of transitions	50 percent of the main ramp slope

FIGURE 6 - VEHICLE RAMP DESIGN

FIGURE 6 - VEHICLE RAMP DESIGN



The Director may approve adjustments to the vehicle ramps standards as provided in Chapters 22 and 23 of this title.

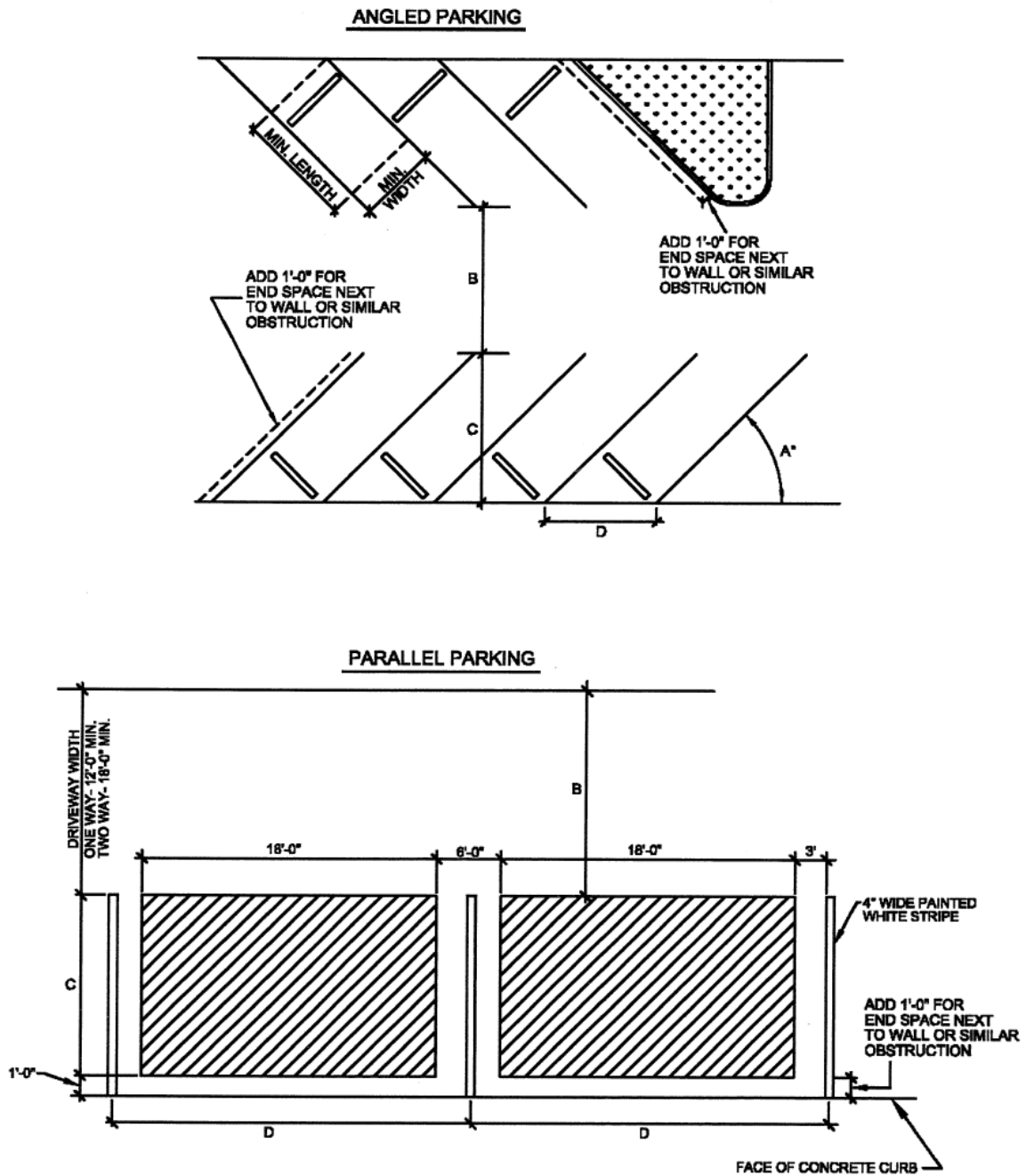
**NM.** Drive Aisle Width and Parking Row Depth:

Parking Angle	Aisle Width - One-Way	Aisle Width - Two-Way	Standard Space Depth	Compact Space Depth	Space Width
A	B	B	C	C	D
0° - parallel	12'	18'	8.5'	8.5'	24'
30°	12'	18'	16.36'	14.86'	17'
45°	15'	18'	18.74'	16.62'	12.02'
60°	16'	18'	19.84'	17.24'	9.82'
90°	25'	25'	18'	15'	8.5'

FIGURE 7 - PARKING AISLE AND PARKING SPACE DIMENSIONS



FIGURE 7 - PARKING AISLE AND PARKING SPACE DIMENSIONS



1. For 90-degree parking, the parking aisle width can deviate from the above requirements based on the following table:

EXCEPTIONS FOR 90° PARKING ANGLE<sup>1</sup>

Parking Space Minimum Width (in feet)	Aisle Width (in feet)
---------------------------------------	-----------------------

8.5	25
9.0	24
9.5	23
10	22

Note:

1. The exceptions for 90-degree parking do not apply to garages for single- and two-family dwellings.
2. The Director may approve adjustments to the drive aisle width and parking space depth standards as provided in Chapters 22 and 23 of this title.

**EN.** Driveway and Curb Cuts: All curb cuts and driveways must lead directly to required parking. Curb cuts not leading to parking, must be removed whenever new buildings are constructed or additions are made to existing buildings. The location and design of all driveway entrances and exits must comply with the standards listed below. The goal of these standards is to: 1) preserve on street parking spaces, 2) improve traffic safety, and 3) improve on site vehicle circulation.

1. Driveway and Curb Cut Width:

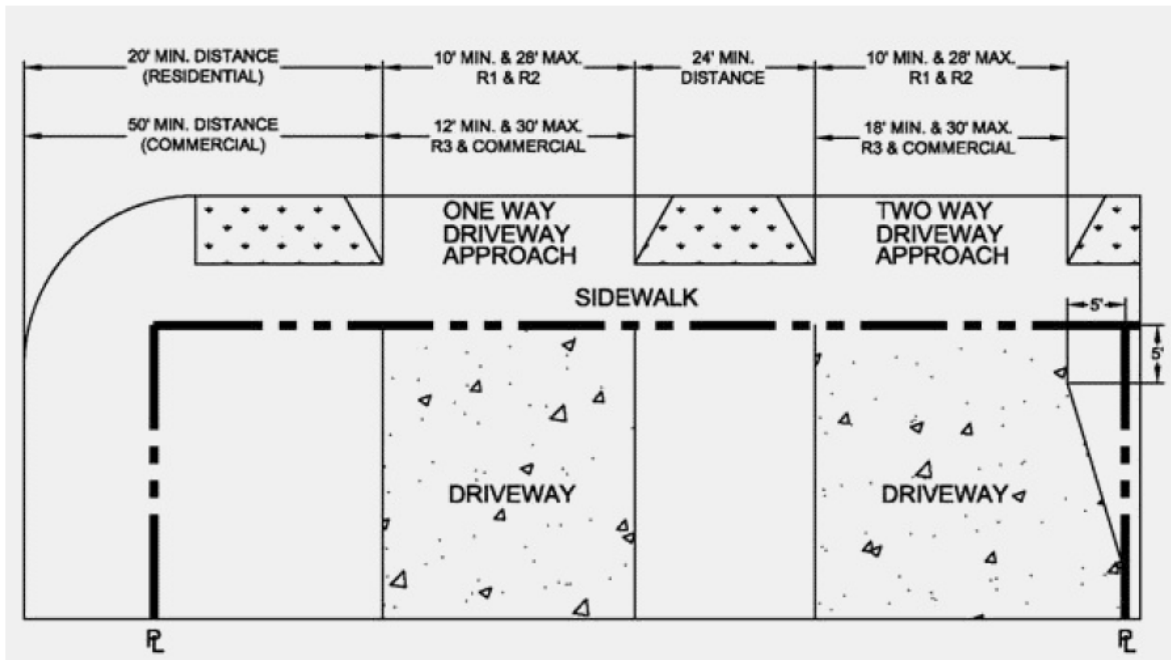
Zone	Curb Cut Width (in feet) <sup>1</sup>		Driveway Width (in feet)	
	Minimum	Maximum	Minimum	Maximum
R-1 and R-2 - lots less than 50 feet wide	10	20	10	20
R-1 and R-2 - lots at least 50 feet wide	10	25	10	28
R-3 - serving 12 or fewer parking spaces or one-way	12	30	12	30
R-3 - serving 13 or more parking spaces or two-way	18	30	18	30
Nonresidential - one-way	12	30	12	30
Nonresidential - two-way	18	30	18	30

Note:

1. Curb cut width excludes the width of aprons.
2. Curb Cut Locations:

Zone	Minimum Distance Between Curb Cuts On The Same Property	Minimum Distance From Curb Cuts To Street Corners	Minimum Distance From Curb Cuts To Property Lines
Residential	24 feet	20 feet	5 feet
Nonresidential	24 feet	50 feet	5 feet

FIGURE 8 - CURB CUT AND DRIVEWAY LOCATIONS



3. The Director may approve adjustments to the driveway and curb cut standards as provided in Chapters 22 and 23 of this title.

**PO.** Corner Clearance and Driveway Visibility: All parking areas must meet the corner clearance and driveway visibility standards as provided in chapter 2, “General Provisions”, of this title.

**QP.** Drive-Through Facilities:

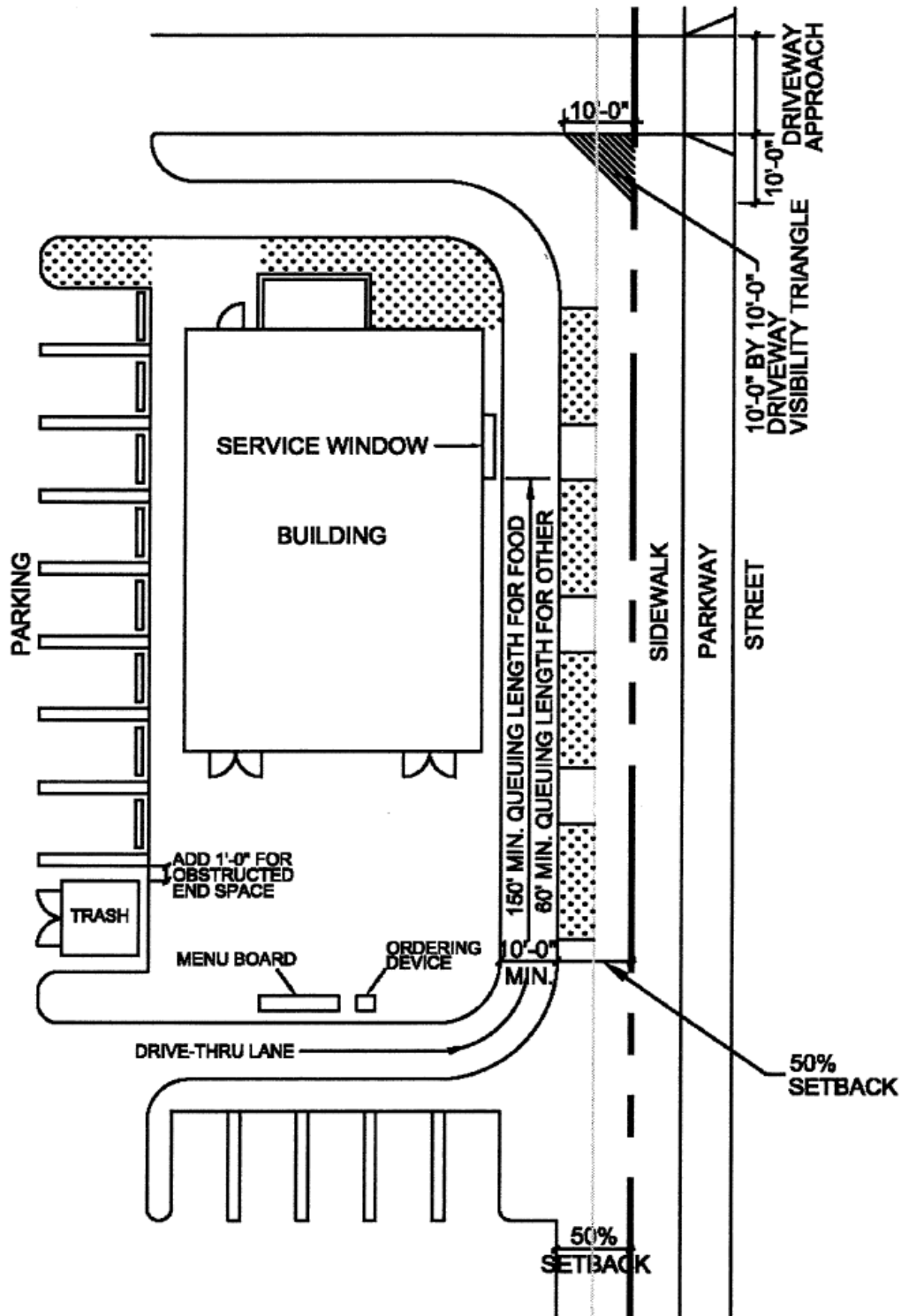
1. Drive-through lanes may encroach into required landscaped setbacks up to a maximum of 50 percent of the required setback area, provided a minimum landscaped setback of five feet is maintained.
2. Drive-through lanes must be located and designed in such a manner as to not interfere with on-site and off-site circulation. The location and design of the drive-through lane is subject to Director review and approval.

#### DRIVE-THROUGH LANE DIMENSIONS

Use	Minimum Length (Continuous)	Minimum Width
Eating and drinking establishments	150 feet	10 feet
Banks, pharmacies, and cleaners	60 feet	10 feet

FIGURE 9 - DRIVE-THROUGH FACILITIES

FIGURE 9 - DRIVE-THROUGH FACILITIES



3. The Director may require wider or longer drive-through lanes, subject to a queuing study.

4. The Director may approve adjustments to the drive-through facilities standards as provided in Chapters 22 and 23 of this title.

**RQ.** Parking Structure Standards:

1. The following setback requirements apply to all subterranean parking facilities:

<b>Zone</b>	<b>Projection Above Grade</b>	<b>Setback</b>
Residential	Completely subsurface	Must meet required front setback
		No rear or side setback required
	No more than 3 feet above grade	Must meet required setbacks
	More than 3 feet above grade	Must meet required setbacks and must be screened from public view
Nonresidential	Completely subsurface	No setbacks required <sup>1</sup>
	Above grade	Must meet required setbacks

Note:

1. The parking structure must be designed in such a manner as to maintain sufficient soil above for landscaping (ground cover, shrubs and trees) to grow above grade.
2. The Director may approve adjustments to the parking structure standards as provided in Chapters 22 and 23 of this title.

**SR.** Special Residential Parking Provisions:

1. Covered parking: All required parking spaces must be covered and enclosed in the following manner:

<b>Use</b>	<b>Minimum Parking Enclosure</b>
Single- and two-family dwellings	Fully enclosed garage
Multiple-family dwellings	Covered structure enclosed on 3 sides
Guest parking spaces	May be uncovered and unenclosed

2. Residential Garage Openings: All garages must meet the minimum and maximum widths listed below:

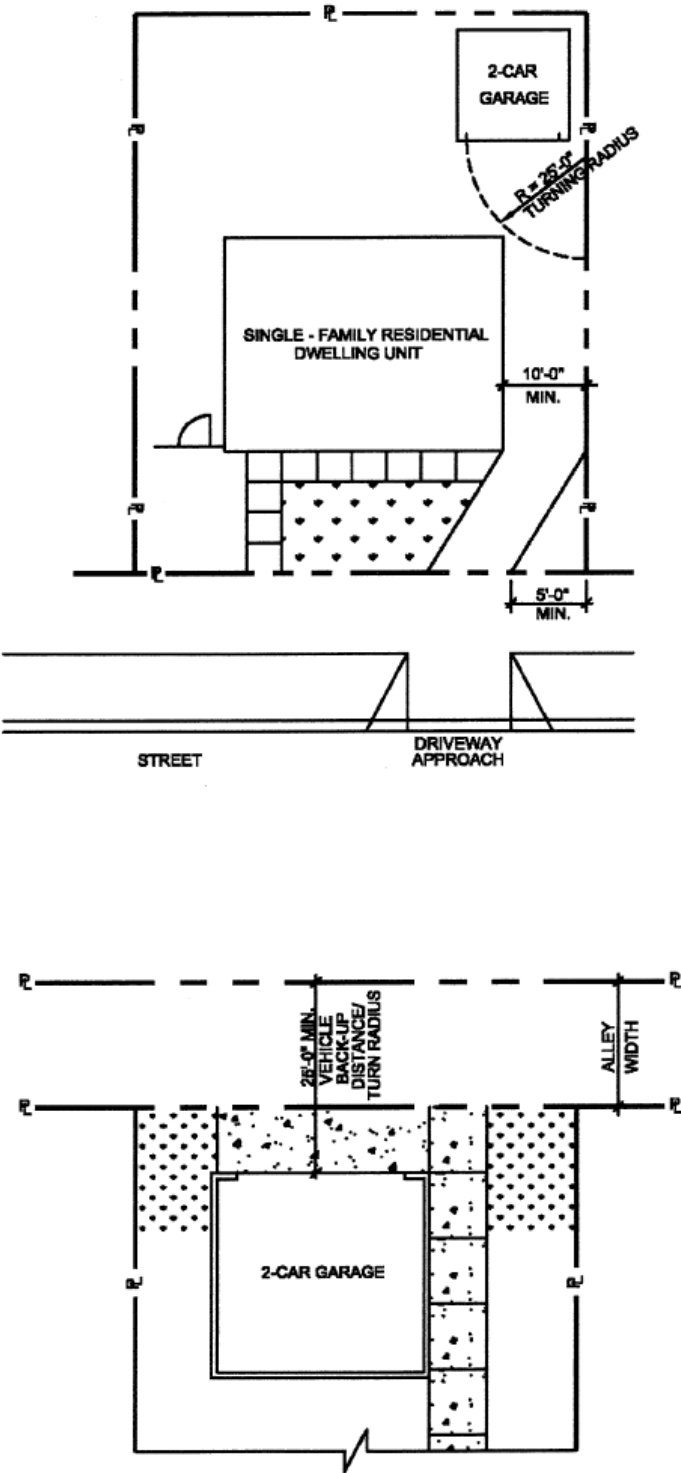
<b>Type Of Garage</b>	<b>Minimum Opening Width</b>	<b>Maximum Opening Width</b>
Single car	8 feet	14 feet
<b>2Two</b> car	16 feet	20 feet
Multiple-family residential	16 feet	Equal to the drive aisle width it serves

3. Residential Turn Radius Requirements:

- a. One or two car garages located behind a residence must provide a minimum turning radius of 25 feet.
- b. Residential garages that take access directly from an alley may measure the required turn radius to the opposite side of the alley.

FIGURE 10 - RESIDENTIAL TURN RADIUS AND ALLEY ACCESS

FIGURE 10 - RESIDENTIAL TURN RADIUS AND ALLEY ACCESS



- 4. The Director may approve adjustments to the special residential parking provisions standards as provided in Chapters 22 and 23 of this title.

~~TS~~. Vehicle Lifts: Vehicle lifts may be used by right to provide off street parking spaces on lots in the single-family residential (R-1) zone and the two-family residential (R-2) zone where the vehicle lifts provide parking in excess of the minimum number of required parking spaces subject to the standards in this section and in this chapter.

1. ~~A conditional~~**An administrative** use permit is required for vehicle lifts providing required off street parking spaces on lots in the R-1 and R-2 zones subject to the following:
  - a. The vehicle lift must be located only within a fully enclosed garage.
  - b. A vehicle lift may only be used to store two vehicles vertically where a minimum vertical height clearance from the floor to the ceiling plate of the garage is a minimum of 14 feet clear of obstructions.
  - c. A vehicle lift must be designed and used as a designated parking space for use only by occupants in the same dwelling unit as the parking space located directly below the vehicle lift.
  - d. A vehicle lift must be permitted only if it is operated with an automatic shutoff safety device, ~~and is installed in accordance~~**according** to manufacturer specifications, **and is operable at all times**.
2. ~~In the R-2 zone, vehicle lifts for required off street parking are subject to the following additional requirements:~~
  - a. ~~The vehicle lift must be used only on a lot less than 45 feet in width.~~
  - b. ~~A vehicle lift must only be used to meet the minimum number of required off street parking spaces in addition to a minimum of two fully accessible parking stalls located on the floor surface within a garage or garages.~~

**2. In nonresidential zones, vehicle lifts are permitted as tandem spaces, subject to the limitations in ESMC § 15-15-5(K), and may store up to two vehicles vertically.**

SECTION 41: Subsection (A) of § 15-15-6 (Automobile spaces required) is amended as follows:

A. Automobile Spaces Required

Use	Number Of Parking Spaces Required
Commercial:	
	* * *
<b><u>Motion picture/television studio/sound stages (indoor)</u></b>	<b><u>1 space for each 500 square feet for the first 25,000 square feet</u></b> <b><u>1 space for each 1,000 square feet for the area in excess of 25,000 square feet</u></b>
	* * *
Group care:	
Daycare (adult and children)	1 for every 7 adults/children, plus 1 space for each employee and faculty member

<b><u>Daycare (children)</u></b>	<b><u>1 space for each 1 classroom, plus 1 space for each employee and faculty member</u></b>
* * *	

**SECTION 42:** Subsection (B) of § 15-15-6 (Bicycle spaces required) is amended as follows:

**B. Bicycle Spaces Required:**

Use	Number Of Bicycle Spaces Required
Single-family and two-family dwellings	None
Multiple-family residential	10 percent of the required vehicle parking spaces for projects with 6 or more units
Nonresidential	A minimum of 4 spaces for buildings up to 15,000 square feet, plus a minimum of <del>5</del> <b>Five</b> percent of the required vehicle spaces for the portion above 15,000 square feet. <b><u>with a minimum of 4 spaces and a Maximum maximum</u></b> of 25 spaces

The Director may approve adjustments to reduce the requirement for bicycle spaces.

**SECTION 43:** Subsection (A) of ESMC § 15-18-5 regarding Master Sign Programs is amended as follows:

**15-18-5: MASTER SIGN PROGRAMS, APPLICATIONS, AND PERMITS:**

A. Master Sign Programs: Multi-tenant developments of three (~~3~~) or more commercial tenants require an approved Master Sign Program by the Director or their designee. No permit may be issued for an individual sign requiring a building permit until a required Master Sign Program is approved. A Master Sign Program is not required for a development, lot, or business that has less than three (~~3~~) tenants.

1. ~~Application For Master Sign Program:~~ An application for the Master Sign Program must include:

- a. Accurate plot plan of the lot;
- b. Location of buildings, parking lots, driveways, and landscaped areas;
- c. Computation of the maximum sign area allowed, maximum area allowed for individual signs, height and number of signs, and total building wall area on which signs are proposed;
- d. Proposed location of each sign, present and future, whether requiring a permit or not, shown on both the plot plan and elevations;
- e. On site signs including, but not limited to, building marker signs, directional signs, identification signs and onsite signs used for either ingress or egress,



- identification of facilities or similar features must be submitted as a part of a Master Sign Program;
- f. Optional consistency standards among all signs on the lots affected by the program with regard to:
    - (1) Color scheme;
    - (2) Lettering or graphic style;
    - (3) Lighting;
    - (4) Material; and/or
    - (5) Sign dimensions;
  - g. Payment of the applicable fees established by the City Council.
2. Window Signs: A Master Sign Program may indicate the areas and general types of window signs without specifying the exact dimension or nature of every window sign.
  3. Consent: Master Sign Programs must be signed by the property owner or their authorized agent.
  4. Review Procedure: ~~Within ten (10) working days of~~ **Director decisions on Master Sign Programs shall be ministerial. After** receiving a complete Master Sign Program application, the Director **or designee** must either:
    - a. Approve the proposed program if it conforms with the provisions of this chapter; or
    - b. Deny the proposed program if it fails to conform with the provisions of this chapter. In cases of a denial, the Director will specify in writing the sections of this chapter with which the program is inconsistent. The Director's determination may be appealed pursuant to chapter ~~25~~**29** of this title.
  5. Modifications: Any new sign locations or the increased size of signs require an application for an amended Master Sign Program that conforms to all requirements of this chapter. Minor changes to signs including, but not limited to, color scheme, material, sign dimensions, location on building face, ~~at the discretion of the Director~~ do not require an amended Master Sign Program.

SECTION 44: ESMC Chapter 15-30 (Enforcement; Penalty) is amended as follows:

**Chapter 30  
ENFORCEMENT; PENALTY**

**15-30-1: AUTHORITY TO INSPECT**  
**15-30-2: VIOLATIONS; PENALTIES**

**15-30-1: AUTHORITY TO INSPECT**

Whenever necessary to make any inspection to enforce any of the provisions of this Title, the ~~Director of Community, Economic and Development Services~~ or an authorized representative of the Director, is authorized to enter any property, premises, or building at all reasonable times. If such property, premises, or building is occupied, the Director or his/her representative shall first present proper credentials and request entry; and if such building or premises is unoccupied, a reasonable effort shall be made to locate the owner

or other persons having charge or control of the property, premises, or building to request entry. If entry is refused, the Director of Community, Economic and Development Services or his or her authorized representative may seek an administrative inspection warrant and shall have recourse to every remedy provided by law to secure entry.

### **15-30-2: VIOLATIONS; PENALTIES**

A. ~~Failure To Comply With Provisions~~**to comply with provisions**: It shall be unlawful for any person to violate any provisions of this Title or fail to comply with any requirements of this Title. It shall further be unlawful for any person to operate, erect, move, alter, enlarge or maintain any use which is contrary to the provisions of any permit, approval, or condition of approval obtained pursuant to this Title. A violation or failure to comply with any of the provisions of this Title, or any permits, approvals or conditions of approval issued pursuant to this Title shall constitute an infraction; except that any such violation may, at the discretion of the City, be charged and prosecuted as a misdemeanor.

B. Penalty, ~~Infraction~~**infraction**: Any person violating provisions of this Title may be deemed guilty on an infraction and, upon conviction thereof, shall be punishable by a fine as set forth in Section [1-2-1](#) of this Code.

C. Penalty, ~~Misdemeanor~~**misdemeanor**: Any person violating provisions of this Title may be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable as provided in Section [1-2-1](#) of this Code.

D. ~~Each Day A Separate Offense~~**day a separate offense**: Each person found guilty of a violation shall be deemed guilty of a separate offense for every day during any portion of which any violation of any provision of this Title is committed, continued or permitted by such person and shall be punishable therefor as provided for in subsection C of this Section. Any use, occupation or building or structure maintained contrary to the provisions hereof shall constitute a public nuisance.

SECTION 45: ESMC §§ 15-31-3 through 15-31-6, inclusive, of ESMC Chapter 15-31 (Right of way Dedications and Improvements) are amended as follows:

### **15-31-3: DEDICATION**

A. Dedication: Unless otherwise provided, any development requiring an environmental assessment located on a lot abutting public rights of way, must dedicate a portion of that lot to widen the public rights of way in accordance with the standards in exhibit C-8 of the general plan circulation element. Property dedications must be noted on building plans before the city issues a building permit and the dedications must be made before the city approves a final inspection for a building permit or issues a certificate of occupancy for a proposed project. The director is authorized to substitute an irrevocable offer to dedicate or to substitute a combination of a dedication and an irrevocable offer to dedicate for public rights of way in compliance with the standards in exhibit C-8 of the general plan circulation element and subject to section [15-24A-4](#) of this chapter.

B. Width: Table 1 of this section, is based on exhibit C-8 of the general plan circulation element and establishes the standard right of way widths for the various classifications for public rights of way. The right of way dedication on an individual lot is that portion of private property necessary to provide one-half (1/2) of the required standard width, measured from the centerline of the street.

TABLE 1

Right Of Way Classification	Minimum Width (Feet)
Major arterial	142 - 150 (varies based on lane configuration)
Secondary arterial	98 - 120 (varies based on lane configuration)
Collector (divided)	80
Collector	64
Local:	
Commercial	60 - 64 (varies based on lane configuration)
Residential	60
Alley	20

1. Greater Widths: Greater widths may be required as by the director of public works or designee conditions of subdivision maps, site plan review, conditional use permits or standards variances.
2. Reduced Widths: The required standard width may be reduced at specific locations on specific streets due to unusual conditions, as authorized by the director of public works or designee.

C. ~~Effect On Required Yard Areas And Building Area~~ **on required yard areas and building area ratios**: All required yard areas, lot coverage and floor area ratio calculations must be measured after the dedication or reservation. If the director of public works requires an irrevocable offer to dedicate, the required yard areas, lot coverage and floor area ratio calculations may be measured not including the area of dedication or reservation.

#### 15-31-4: IMPROVEMENTS

A. Applicability: Before the city approves a final inspection for a building permit or issues a certificate of occupancy for any development or change of use, a property owner must make all required improvements and repairs to abutting public rights of way. The improvements and repairs must extend along the width and depth of the property and for a reasonable distance beyond the property as is necessary to complete the improvement or repair. Existing improvements that are damaged and that may have been damaged during construction of the building must also be repaired.

B. Required Improvements **improvements**; All Development: Development or a change of use is required to provide the following right of way improvements that the director determines to be required and applicable:

1. Sidewalk/Wheelchair Ramps And Parkway **wheelchair ramps and parkway**: Construction or repair of a sidewalk/wheelchair ramp and parkway adjoining the site. The sidewalk/wheelchair ramp must have a minimum clear width of five feet (5') and a parkway, or six feet (6') if the sidewalk adjoins the curb.
2. Curb And Gutter **and gutter**: Construction or repair of curbs and gutters adjoining the site. All unused curb cuts must be replaced with a full height curb and gutter.
3. Parkway Trees **trees**: Any missing or damaged parkway trees must be replaced with a minimum ~~twenty four inch (24")~~ **24-inch** size box tree in accordance with [title 9, chapter 3](#) of this code and administrative policies and procedures promulgated by the city manager.
4. Alley Paving **paving**: Construction, replacement, repair or extension of alley paving up to standard width. The alley must be paved the length of the site. If vehicle access is taken from the alley, the director may also require that the alley be paved to a point where the alley intersects a paved public right of way, and curb returns must be relocated as necessary.
5. Roadway Paving **paving**: Repair or replacement of roadway paving to standard street width as required in exhibit C-8 of the general plan circulation element.

C. Required Improvements **improvements**; ~~New Development Requiring an Environmental Assessment~~ **new development requiring an environmental assessment**: In addition to the improvements required by this section for development, the following right of way improvements must be provided:

1. Alley Lighting **lighting**: Construct or install on site alley lighting.
2. Roadway Paving **paving**: Construction or extension of roadway paving to standard street width as required in exhibit C-8 of the general plan circulation element.
3. Traffic Signals And Street Signs **signals and street signs**: Provide a prorated share of the cost of all roadway signal and street sign modifications attributable or partly attributable to the development.
4. Streetlights: Install or relocate streetlights. This may include widening the right of way as necessary.
5. Utilities Relocation **relocation**: Relocate utilities as necessary to provide for the improvements set forth above.

D. Standards: All improvements within public rights of way must be installed in conformance with the specifications on file with the city engineer's office.

#### **15-31-5: RELIEF FROM REQUIREMENTS:**

The director may waive requirements of this chapter if the director determines that such improvements are unnecessary for a public purpose or that the cost of the improvement is proportionally excessive when compared to the scale of the project or the demand generated by the project subject to the findings set forth below. The determination of the director may be appealed to the planning commission in accordance with chapter 259 of this title.

A. Proposed Waiver **waiver**: To waive the need for improvements and dedications otherwise required by this chapter, the director must find upon substantial evidence that:

1. The proposed waiver maintains the minimum roadway width necessary for emergency vehicle access as determined by the fire chief;
2. The proposed waiver maintains the minimum roadway width and lane widths deemed necessary for safe two-directional vehicular passage. The minimum lane width cannot be less than ~~ten feet (10')~~ **10 feet** in width for a travel lane and eight feet (~~8'~~) in width for a parking lane;
3. The proposed waiver will maintain the necessary roadway width for the traffic volumes projected during the general plan buildout as determined by the director of planning and building safety unless the director determines that the dedication or irrevocable offer to dedicate will require the removal of all or a portion of an existing building;
4. The proposed waiver complies with any requirements of state and federal regulations, including, without limitation, disabled access requirements for public sidewalks;
5. The proposed waiver would not be detrimental to the neighborhood or district in which the property is located;
6. That the proposed waiver is necessary in order that the applicant is not unreasonably deprived the use or enjoyment of his property; and
7. The proposed waiver is consistent with the legislative intent of this title.

B. Conditions: If the director grants a waiver, the director may impose such conditions necessary to safeguard public health, safety, and welfare. In all instances the director must impose the following conditions:

1. Establish a term during which the irrevocable offer to dedicate is effective.
2. The waiver does not become effective for ~~ten (10)~~ days from when it is granted or, if an appeal is filed, there is a final determination.
3. The waiver becomes null and void if it is unused for ~~one hundred eighty (180)~~ days from its effective date.

#### **15-31-6: NOTIFICATION:**

A. Copies of the findings and decision of the director must be mailed to the applicant and all ~~persons~~ **property owners** within ~~three hundred feet (300')~~ **300 feet and occupants within 150 feet** of the proposed project site.

SECTION 46: ESMC § 15-32-9 regarding Development Impact Fee Refunds is amended as follows:

#### **15-32-9: REFUNDS**

A. Except as described in this section, upon application of the property owner, the city must refund that portion of any impact fee which has been on deposit over five (~~5~~) years and which is unexpended and uncommitted. The refund will be made to the then current owner or owners of lots or units of the development project or projects, provided that the then current owner submits an application for a refund to the city within ~~one hundred eighty (180)~~ days before the five (~~5~~) year period expires. **The Community Development Director, the Public Works Director, or their designee must review and approve refund applications.**

B. If fees in any impact fee account are unexpended or uncommitted, starting with the fifth fiscal year after the first deposit into the account or fund, and every subsequent five (5)-years, the city council must make the findings required by Government Code section 66001(d) for maintaining funds on deposit. If the council makes such findings, the fees are exempt from the refund requirement.

C. The city may issue refunds through direct payment; offsetting the refund against other impact fees due for development projects by the owner on the same or other property; or otherwise by agreement with the owner. If the costs of refunding the impact fees would exceed the amount refunded, the city may instead comply with Government Code section 66001(f).

SECTION 47: Construction. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 48: Enforceability. Repeal of any provision of the ESMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 49: Validity of Previous Code Sections. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 50: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 51: Recordation. The City Clerk, or designee, 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 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 52: This Ordinance will go into effect and be in full force and effect 30 days after its passage and adoption.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Drew Boyles, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mark D. Hensley, City Attorney

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. \_\_\_\_\_ was duly introduced by said City Council at a regular meeting held on the \_\_\_ day of \_\_\_\_\_ 2023, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the \_\_\_ day of \_\_\_\_\_, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tracy Weaver, City Clerk



**City Council Agenda Statement**  
**Meeting Date:** April 18, 2023  
**Agenda Heading:** Public Hearings  
**Item Number:** C.11

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**TITLE:**

Amendments to El Segundo Municipal Code Titles 7, 13, and 15 to Streamline Permitted Uses and Development Standards in All Zones and Implement Several Cleanup, Clarifying, and Conforming Provisions

**RECOMMENDATION:**

1. Open the public hearing and solicit public testimony.
2. Waive first reading and introduce an ordinance amending El Segundo Municipal Code ("ESMC") Titles 7, 13, and 15 to streamline the permitted uses and development standards in all zones and implement several cleanup, clarifying, and conforming provisions in chapters/sections 7-2-2, 13-13-2, 15-1-6, 15-2-4, 15-2-5, 15-2-7, 15-2-8, 15-2-14, 15-2-15, 15-4, 15-5, 15-6, 15-7, 15-8, 15-10, 15-15, 15-18-5, 15-30, 15-31-3 through 15-31-6, and 15-32-9; and find it is exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines §§ 15060(c)(3), 15061(b)(3), and 15168(c)(2), as further described below.
3. Schedule a second reading of the ordinance for the May 2, 2023 City Council meeting.
4. Alternatively, discuss and take other action related to this item.

**FISCAL IMPACT:**

The proposed ESMC amendments are not anticipated to have any fiscal impact.

**BACKGROUND:**

The proposed ordinance is part of staff's efforts to improve the City's development review process, consistent with the City Council's strategic goal No. 1 to enhance customer service. In 2021, the City adopted an ordinance to streamline the discretionary permit process. The 2021 ordinance amended the zoning code to simplify and make



discretionary processes more predictable for the public and staff. This proposed ordinance (Exhibit No. 1) does not change the permit process; rather, it substantially streamlines the permitted uses and development standards in various zones and makes miscellaneous clarifications and improvements.

**DISCUSSION:**

The discussion section summarizes and provides the reasoning for the proposed amendments.

**Chapter 2 - General Provisions**

**Wall and fence height regulations (ESMC section 15-2-4):**

- a. Nonresidential walls and fences. Currently, the ESMC has no specific requirements regarding nonresidential walls and fences; their height is subject only to Director's discretion. The draft ordinance sets a maximum height of eight feet for open-work fences anywhere on a property, a maximum height of six feet for solid fences or walls anywhere behind the front or streetside setback, and 42 inches for solid fences or walls in the front or streetside yard setback.
- b. Retaining walls protecting cuts. Currently, the ESMC has no cut slope retaining wall height limitation, which can result in excessively tall walls and fences along front and streetside setbacks. The draft ordinance sets a height limit of three feet for retaining walls that protect a cut slope in a required front or streetside setback for residential and nonresidential properties.
- c. Temporary construction fencing. Currently, the ESMC does not explicitly require temporary construction fencing. The draft ordinance requires such fencing to surround safety hazards and screen construction equipment and material. The ordinance also sets specific timeframes for the erection and removal of temporary construction fencing.
- d. Updated diagrams to reflect changes to fence and wall height regulations.

**Permitted setback encroachments (ESMC Section 15-2-7):**

- a. Minor formatting edits.
- b. Built-in barbecues. The draft ordinance allows built-in barbecue to have to have a zero-foot setback on interior side and rear setbacks, subject to restrictions on material, height, distance from other structures, and compliance

with the California Fire Code.

Screening requirements (ESMC Section 15-2-8) regarding solar energy systems:

- a. Require screening for solar energy system equipment to the extent feasible.
- b. Clarify that the actual solar panels are exempt from screening.

#### **Chapter 4 - Residential Zones**

Consolidation of permitted uses for residential zones into one table. The draft ordinance creates a new ESMC Section 15-4A-1 with a table for the permitted uses, accessory uses, and uses subject to a conditional use permit in residential zones. The table shortens and standardizes the permitted use types and provides a comprehensive list in an easy-to-use format for all users. A substantive change in the permitted uses is to add large family daycare homes to the permitted uses list in the R-1, R-2, and R-3 zones, which ensures compliance with State Law that requires these uses to be treated as residential uses and prohibits discretionary permits and restrictions.

R-1 zone development standards:

- a. Front and rear yard setbacks. Currently, the ESMC requires a combined setback of 30 feet with a minimum of 22 feet in the front and five feet in the rear. The draft ordinance eliminates the combined setback requirement and sets the front setback to 22 and the rear to five feet.
- b. Front yard setback encroachments. The draft ordinance simplifies and clarifies the permitted front yard encroachments for patios, decks, covers, and other architectural features that are currently allowed. It also consolidates eight types of encroachments into five.
- c. Simplify the lot width requirement for new lots. Currently, the ESMC sets a minimum lot width of 50 feet, with an exception that permits an alternative standard using the average width of other parcels on the same block. The draft ordinance eliminates this exception to the minimum lot width.
- d. Clarify that decks under 30 inches in height do not count in floor area ratio (FAR) measurement.
- e. Front yard setback encroachments on lots that are 25 feet wide or less. Currently, the ESMC does not permit any front yard encroachments on narrow lots. The draft ordinance allows the same encroachments that are permitted for wider lots.

- f. Permit artificial turf or synthetic grass for landscaping purposes subject to restrictions. The draft ordinance moves an existing code provision from ESMC Chapter 15-2 (General Provisions) to individual residential zones.
- g. Vehicular access from alley. Currently, the ESMC requires lots abutting an alley to take vehicular access from the alley but allows an exception when 80 percent or more of the properties on the block have existing vehicular access from the street. The draft ordinance eliminates the exception and requires lots abutting an alley to take vehicular access exclusively from the alley.

R-2 zone development standards:

- a. Front and rear yard setbacks. Currently, the ESMC requires a combined setback of 30 feet with a minimum of 20 feet in the front and five feet in the rear. The draft ordinance eliminates the combined setback requirement and sets the front setback to 20 and the rear to five feet.
- b. Front yard setback encroachments. The draft ordinance proposes the same encroachments that are allowed in the R-1 zone.
- c. Simplify the lot width requirement for new lots. Consistent with the R-1 zone, the draft ordinance eliminates an exception to the minimum lot width of 50 feet, which permits using the average width of other parcels on the same block.
- d. Add the same minimum distance requirement between buildings required in the R-1 zone.
- e. Permit artificial turf or synthetic grass for landscaping purposes subject to restriction. The draft ordinance moves an existing code provision from ESMC Chapter 15-2 (General Provisions) to individual residential zones.
- f. Vehicular access from alley. Currently, the ESMC requires lots abutting an alley to take vehicular access from the alley but allows an exception when 80 percent or more of the properties on the block have existing vehicular access from the street. The draft ordinance eliminates the exception and requires lots abutting an alley to take vehicular access exclusively from the alley.

R-3 zone development standards:

- a. Front yard setback encroachments. The draft ordinance proposes the same encroachments that are allowed in the R-1 and R-2 zones.
- b. Simplify the lot width requirement for new lots. Consistent with the R-1 and R-

- 2 zones, the draft ordinance eliminates an exception to the minimum lot width of 50 feet, which permits using the average width of other parcels on the same block.
- c. Minimum distance requirement between buildings. The draft ordinance adds the same distance requirement for buildings in the R-3 zone that is required in the R-1 and R-2 zones.
- d. Eliminate accessory dwelling unit (ADU) density language. The draft ordinance deletes redundant ADU density requirements in the R-3 zone, because it is address in ESMC Article 15-4E regarding ADUs.
- e. Permit artificial turf or synthetic grass for landscaping purposes subject to restrictions. The draft ordinance moves an existing code provision from ESMC Chapter 15-2 (General Provisions) to individual residential zones.

Accessory Dwelling Unit (ADU) development standards. The draft ordinance clarifies ADU development standards and ensures further consistency with State Law:

- a. Clarify the permitted density for ADUs in single-family and multi-family developments.
- b. Clarify parking requirement exemption for ADUs within a 1/2-mile walking distance from qualifying transit stops.
- c. Clarify the permit streamlining provisions for ADUs.

### **Chapter 5 - Commercial Zones**

Consolidation of permitted uses for commercial zones into one table. The draft ordinance creates a new ESMC Section 15-5A-1 with a table for the permitted uses, accessory uses, and uses subject to a conditional use permit in commercial (CR-S, C-2, C-3, C-4, CO, MU-N, and MU-S) zones. The table shortens and standardizes the permitted use types and provides a comprehensive list in an easy-to-use format for all users. The substantive changes in the permitted uses include:

- a. Add micro-breweries with tasting rooms and/or dining to the conditionally permitted uses in the MU-N and MU-S zones. These zones currently permit both light industrial and commercial uses. Thus, micro-breweries, which combine manufacturing with sale and service of beer, are a compatible use with other permitted uses.
- b. Add outdoor dining to the permitted accessory uses in all commercial zones. Currently, the ESMC requires a CUP for all outdoor dining areas exceeding

200 square feet. Currently, the ESMC requires a CUP for all outdoor dining areas exceeding 200 square feet. Eliminating the CUP requirement will facilitate the use of outdoor dining and promote a pedestrian-friendly environment in the City's commercial zones.

- c. Prohibit service stations in the CR-S and C-2 zones. Currently, the ESMC requires a CUP for service stations in these zones, provided they are located at least 500 feet from residentially zoned properties. Currently, there are no CR-S or C-2 zoned properties that meet this distance requirement, thus it is not possible to have new service stations in the CR-S and C-2 zones.
- d. Prohibit freight forwarding in the C-3 and MU-S zones. Existing freight forwarding facilities in these zones would become legal-nonconforming uses.
- e. Clarifications to the permitted accessory uses in commercial zones. The draft ordinance clarifies that employee recreational areas, parking lots or structures, and parking for bicycles, scooters, etc. are permitted accessory uses.

CR-S zone development standards:

- a. Simplify the side and rear yard setback requirements. Currently, the ESMC requires no side or rear yard setback unless the property abuts a public right-of-way or a property with a different zone classification. In this case, the code requires the average setback in the two zones with a minimum of 10 feet. The draft ordinance eliminates the average setback requirement and sets 10 feet as the required setback.
- b. Clarify the residential use density in the CR-S zone. Currently, the ESMC has two different standards for lots created prior to 1993 and lots created after 1993. The draft ordinance establishes a single density standard for all CR-S zoned lots consistent with the density permitted today (one unit per 4,356 square feet).

C-2 zone development standards:

- a. Simplify the front yard setback requirement. Currently, the ESMC requires a minimum setback of 15 feet, but if the C-2 property abuts a residentially zoned property, the required setback is the average of the two zones. The draft ordinance eliminates the average setback requirement and sets 15 feet as the required setback.
- b. Simplify the side and rear yard setback requirements. Consistent with the CR-S zone, the draft ordinance eliminates the average setback requirement and sets 10 feet as the required setback.

- c. Clarify the residential use density in the C-2 zone. Consistent with the CR-S zone, the draft ordinance establishes a single density standard for all C-2 zoned lots consistent with the density permitted today (one unit per 4,356 square feet).

C-3 zone development standards:

- a. Reduce the front yard setback requirement from 25 feet to 10 feet
- b. Reduce and simplify the side and rear yard setback requirements.
  - i. Currently, the ESMC requires a minimum side and rear setback of 15 feet. The draft ordinance reduces the setback to zero feet.
  - ii. If the property abuts a public right-of-way, the ESMC requires a setback of 25 feet. The draft ordinance reduces the setback to 10 feet.
  - iii. If the property abuts a property with a different zone classification, the ESMC requires the average of the two setbacks with a minimum of 10 feet. The draft ordinance eliminates the average and sets the required setback to 10 feet.
- c. Modify setback measurement. The draft ordinance adds language to:
  - i. Clarify that setbacks must be measured from the edge of the future public right-of-way as identified in the General Plan; and
  - ii. Clarify that setbacks must not be measured from legal easements other than public right-of-way easements.

The above C-3 zone setback reductions will facilitate new development along Pacific Coast Highway, an area where properties are very shallow. In addition, allowing buildings to be constructed closer to the street front promotes more pedestrian-friendly uses and activity.

CO zone development standards:

Simplify the side yard setback requirement. Currently, the ESMC requires a setback of 10 feet unless the property abuts a property with a different zone classification. In this case, the code requires the average setback with a minimum of 10 feet. The draft ordinance eliminates the average setback requirement and sets 10 feet as the minimum required setback.

MU-N zone development standards:

- a. Simplify the side yard setback requirement. Consistent with the CO zone, the draft ordinance eliminates the average setback requirement and sets 10 feet as the required setback.

MU-S zone development standards:

- a. Simplify the side yard setback requirement. Consistent with the CO and MU-N zones, the draft ordinance eliminates the average setback requirement and sets 10 feet as the required setback for a property abutting a property in a different zone.
- b. Reduce the rear yard setback requirement. Currently, the ESMC requires a setback of 5 feet, unless the property abuts a public right-of-way. In this case, the code requires a minimum of 30 feet. The draft ordinance reduces the setback requirement to 20 feet.

C-4 zone development standards:

- a. Simplify the side and rear yard setback requirements. Consistent with the CO, MU-N, and MU-S zones, the draft ordinance eliminates the average setback requirement and sets 10 feet as the minimum required setback for a property abutting a property in a different zone.

### **Chapters 6-10 - Industrial Zones, Overlay Districts, Open Space, and Public Facilities Zones**

Consolidation of permitted uses for industrial zones into one table. The draft ordinance creates a new ESMC Section 15-6A-1 with a table for the permitted uses, accessory uses, and uses subject to a conditional use permit in industrial (M-1 and M-2) zones. The table shortens and standardizes the permitted use types and provides a comprehensive list in an easy-to-use format for all users. The only substantive change in the permitted uses in the addition of solar energy systems to the permitted uses.

M-1 and M-2 zone development standards:

- a. Simplify the side yard setback requirement. Currently, the ESMC requires a setback of 15 feet, unless the property abuts a property with a different zone classification. In this case, the code requires the largest of the setbacks in the two zones. The draft ordinance eliminates the largest setback requirement and sets 15 feet as the required setback.
- b. Simplify the rear yard setback requirement. Currently, the ESMC requires a setback of 10 feet, unless the property abuts a property with a different zone classification. Then, the code requires the largest of the setbacks in the two zones. The draft ordinance eliminates the largest setback requirement and sets 10 feet as the required setback.

**MDR Overlay development standards:**

- a. Add development standards for live/work uses. Currently, the ESMC contains development standards for live/work uses in the definitions section of the Zoning Code. The draft ordinance moves the standards to the Medium Density Residential (MDR) Overlay Zone (ESMC Article 15-7A) where they are easier to find.

**MMO Overlay permitted accessory uses:**

- a. Add outdoor dining areas to the permitted accessory uses. Currently, the ESMC does not list outdoor dining as a permitted or conditionally permitted use in the MMO overlay. The draft ordinance adds outdoor dining areas to the permitted accessory uses.

**O-S Zone permitted accessory uses:**

- a. Add solar energy systems to the permitted accessory uses. Currently, the ESMC does not list solar energy systems as a permitted or conditionally permitted use in the MMO overlay. The draft ordinance adds solar energy systems to the permitted accessory uses.

**Chapter 15 - Off street parking requirements**

**Parking area development standards:**

- a. Delete obsolete tire stop requirements.
- b. Revise the minimum dimensions for vehicle lifts. Currently, the ESMC requires dimensions of 11 feet by 21 feet. The draft ordinance reduces the dimensions to the standard space dimensions of 8.5 feet by 18 feet to reflect changes in vehicle lift technology.
- c. Clarify that parking spaces in excess of the minimum number required may be provided in tandem configuration.
- d. Amend the parking clearance and obstruction standards to allow electric vehicle charging stations to encroach into existing parking spaces by up to two feet.
- e. Streamline the vehicle lift permit process in residential zones, permit them as tandem spaces in nonresidential zones, and set a stacking limit of two vehicles.



Required parking spaces:

- a. Establish a minimum standard for motion picture studios/sound stages of one space for each 500 square feet for the first 25,000 square feet and one space for each 1,000 square feet above 25,000 square feet. Establishing a standard for these uses will expedite the permit process for new studio uses in the City. The proposed standard is consistent with those in other cities and with parking demand studies conducted for studios in El Segundo.
- b. Change the daycare facility parking requirement to match that of pre-schools and schools. Currently, the ESMC has two separate parking requirements for daycare facilities and pre-schools, which has led to confusion regarding the required parking for daycare facilities, which often care for children of pre-school age.
- c. Simplify the bicycle parking requirements and align them with Building Code requirements.

**Chapters 1, 2, 4, 7, 18, 30, 31, and 32 - Miscellaneous clarifications and corrections**

The draft ordinance contains miscellaneous amendments mostly in the Zoning Code, but a few in other ESMC titles. The amendments improve clarity and overall usability of existing code provisions, and include the following:

- a. Update the Community Development Department name throughout.
- b. Clarify the Building Official or designee is responsible for assigning addresses (ESMC Chapter 13-13).
- c. Update and add definitions of terms (Section 15-1-6).
- d. Delete ESMC Section 15-2-5 (Height Restrictions for Buildings on Through Lots). These restrictions conflict with the recently adopted building height definition and measurement method.
- e. Format and language edits in the corner and alley clearance provisions (ESMC Section 15-2-6).
- f. Format and language edits to the general landscaping provisions (ESMC Section 15-2-14).
- g. Delete obsolete video arcade provisions (ESMC Section 15-2-15).

- h. Edit code section references in the Urban Lot Split chapter (ESMC Article 15-4G).
- i. Move live-work development standards from the definitions section to the Medium Density Residential (MDR) Overlay (ESMC Article 15-7A).
- j. Add solar energy systems to the permitted uses in various zones.
- k. Clarify that Master Sign Program reviews and approvals are ministerial (ESMC Section 15-18-5).
- l. Make formatting changes to the enforcement and penalties chapter (ESMC Chapter 15-30).
- m. Make formatting changes and clarify the notification requirements regarding public right-of-way dedications and waivers (ESMC Chapter 15-31).
- n. Clarify that development impact mitigation fee refunds are subject to review and approval by the Community Development and Public Works Directors (ESMC Section 15-32-9).

**ENVIRONMENTAL CONSIDERATION:**

The proposed zone text amendment is exempt from further review under CEQA and the CEQA Guidelines because it consists only of minor revisions and clarifications to existing zoning regulations and related procedures. It does not have the effect of deleting or substantially changing any regulatory standards or findings required thereof. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment. In addition, any environmental impacts associated with this Ordinance are adequately addressed in the General Plan FEIR. Accordingly, this Ordinance is consistent with the General Plan FEIR and is exempt from further environmental review requirements under the California Environmental Quality Act. Furthermore, this Ordinance constitutes a component of the El Segundo Municipal Code which the Planning Commission determined to be consistent with the FEIR for the City of El Segundo General Plan on December 1, 1992. Accordingly, no further environmental review is required pursuant to 14 Cal. Code Regs. Section 15168(c)(2).

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

**PREPARED BY:**

Paul Samaras, AICP, Principal Planner

**REVIEWED BY:**

Michael Allen, AICP, Development Services Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Exhibit 1 - Draft Ordinance



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Public Hearings

Item Number: C.17

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### TITLE:

Update on Los Angeles International Airport (LAX) Issues and Proposed Resolution Authorizing Sale of Residential Sound Insulation (RSI) Demonstration House at 910 Hillcrest Street

### RECOMMENDATION:

1. Receive and file the update presentation from staff and outside legal council.
2. Adopt a resolution declaring the property at 910 Hillcrest Street, El Segundo to be surplus land and authorizing its sale.
3. Authorize staff to proceed with the selection of a realtor (if/when applicable), establishing base qualifications and using a lottery system.
4. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

Ongoing staff, consultants, and legal costs associated with the City's LAX monitoring and engagement are included in the City's annual budget. Selling the RSI demonstration house will avoid future City costs associated with care-taking of the house. The City's costs associated with the sale of the house will be reimbursed from sale proceeds.

### BACKGROUND:

LAX Issues Generally: The City of El Segundo has been consistently and actively engaged on issues related to LAX, with the goal of ensuring LAX is a good neighbor and does not operate or expand in a way that results in harm to El Segundo. Los Angeles World Airports (LAWA), which operates LAX, regularly advances proposals to expand and modernize LAX facilities. In response, El Segundo has monitored LAX carefully and engaged actively.

Staff worked with outside legal counsel to prepare the attached presentation as an update the

## LAX Update and Sale of RSI House

May 16, 2023

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Council and public. As noted in the presentation, El Segundo's engagement on LAX issues has spanned years and taken many different forms, including commenting on environmental (CEQA) analysis, litigation in court, participation in other formal legal proceedings, and negotiation of various agreements including settlements and pre-litigation memoranda of understanding (MOUs).

The presentation highlights some of those favorable agreements, with a particular focus on the 2021 MOU related to LAX's Airfield & Terminal Modernization Project (ATMP) & Midfield Satellite Concourse (MSC). That 2021 MOU covers areas including:

Topic	LAWA obligations
Cooperation, Information Sharing & Communication	LAWA, FAA & El Segundo meet regularly on issues of mutual interest.
Residential Sound Insulation (RSI)	LAWA took over RSI from El Segundo, including enhancements (e.g., block rounding & owner upgrades). Cooperating on demo house sale.
Imperial Highway	Green Infrastructure Project, including Safety Improvements North Side Aesthetic Improvements Conditions on use of haul routes and road condition maintenance
Avoiding spillover parking from LAX in El Segundo	Lease renewals for LAX uses along Imperial west of Sepulveda must provide sufficient parking for employees, contractors & visitors.
Aircraft gates limits	Annual gate counts to confirm continued compliance
Ground Support Equipment (GSE)	GSE operators must meet emissions policy
Cargo	LAX Cargo study includes El Segundo as a stakeholder. Analyzing shift of cargo facilities along Imperial from west to east of Sepulveda

RSI Demonstration House: The City of El Segundo owns the property at 910 Hillcrest Street, a 6,718 square foot (approximately 0.15 acre) parcel improved with a 1,056 square foot house. The City purchased the Property in 1990 with grant funds from the Federal Aviation Administration (FAA) for the purpose of providing a demonstration house for the City's Residential Sound Insulation (RSI) Program.

The City terminated its RSI program in 2018 and Los Angeles World Airport (LAWA) is now operating an RSI program that includes areas within the City of Los Angeles and the City of El Segundo. Pursuant to the 2021 MOU, El Segundo and LAWA are jointly pursuing sale of the

## **LAX Update and Sale of RSI House**

**May 16, 2023**

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property with the proceeds to be used for the RSI program in El Segundo.

Because sale of the property is subject to FAA rules, El Segundo and LAWA consulted with FAA staff and confirmed that the property must be appraised and sold at fair market value. The fair market value of the property was identified as \$1,325,000 and \$1,500,000 in two recent appraisals. Those appraisals have been provided to LAWA and FAA.

Because sale of the property is also subject to the California Surplus Land Act, El Segundo and LAWA also consulted with staff at the California Department of Housing and Community Development (HCD). HCD advised the City it must complete a 60-day notice of availability (NOA) process prior to sale. The City prepared the attached NOA and HCD has provided the attached approval letter. If the City does not receive any responses to the NOA during the 60-day notice period, staff will engage a real estate agent to list the house for sale on the open market. The house will be sold as-is.

### **DISCUSSION:**

The LAX presentation is being provided as an update and an opportunity for the Council to ask questions. No Council action is requested.

The proposed resolution will authorize staff to proceed with sale of the RSI demo house consistent with FAA's requirements and the Surplus Land Act. The sale process is anticipated to take several months and will involve continued outreach to neighbors of the RSI demo house.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

### **PREPARED BY:**

Michael Allen, AICP, Development Services Director

### **REVIEWED BY:**

Michael Allen, AICP, Development Services Director

### **APPROVED BY:**

Barbara Voss, Deputy City Manager

**LAX Update and Sale of RSI House**

**May 16, 2023**

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**ATTACHED SUPPORTING DOCUMENTS:**

1. LAX Update Presentation
2. Draft Notice of Availability (NOA)
3. May 2, 2023 Housing and Community Development Letter
4. Proposed Resolution



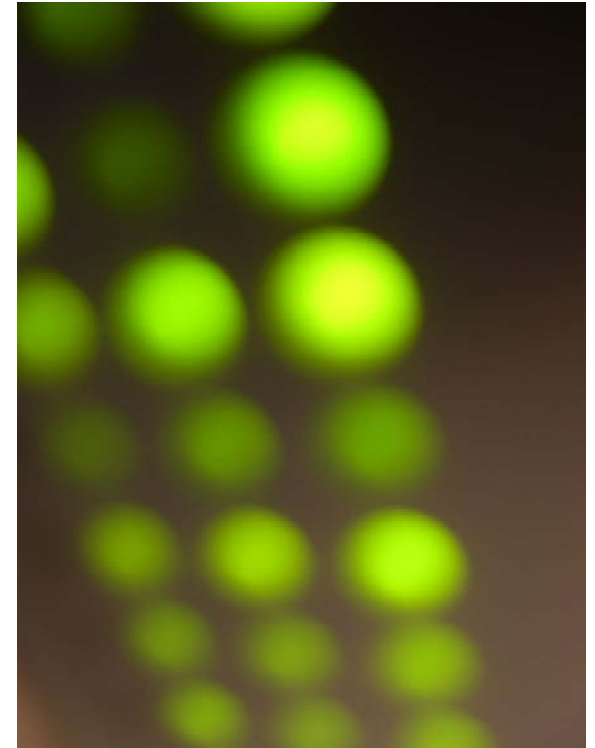
May 16, 2023

Osa Wolff  
Shute, Mihaly & Weinberger LLP



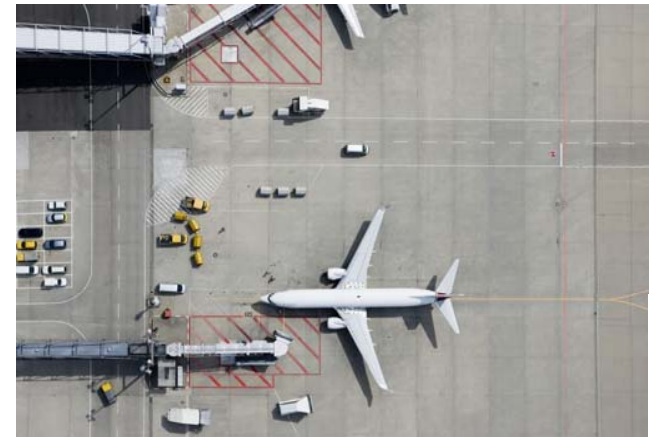
# FORMAT

- 10 minute presentation
  1. General LAX issues update
  2. Specific proposed action: RSI demonstration house sale
- Council questions
- Public comment
- Council deliberation/action
  1. Any general direction
  2. Proposed Resolution: RSI demonstration house sale



# EL SEGUNDO IS CONSISTENTLY ENGAGED ON LAX ISSUES

- 2005 Master Plan CEQA litigation & settlement (completed 2020)
- Landside Access Modernization Program (LAMP)
  - CEQA comments & 2017 MOU (expires 2030)
- Airfield & Terminal Modernization Project (ATMP) & Midfield Satellite Concourse (MSC):
  - CEQA comments & 2021 MOU (expires 2030)
- CALTRANS Noise Variances:
  - Past variances: 2005, 2011, 2020
  - Upcoming proceeding: starting 2023

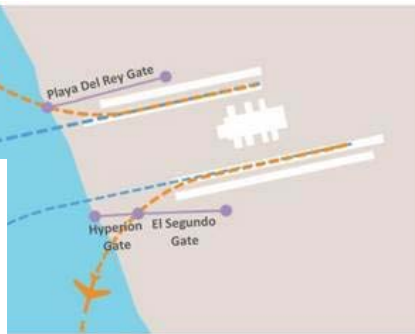
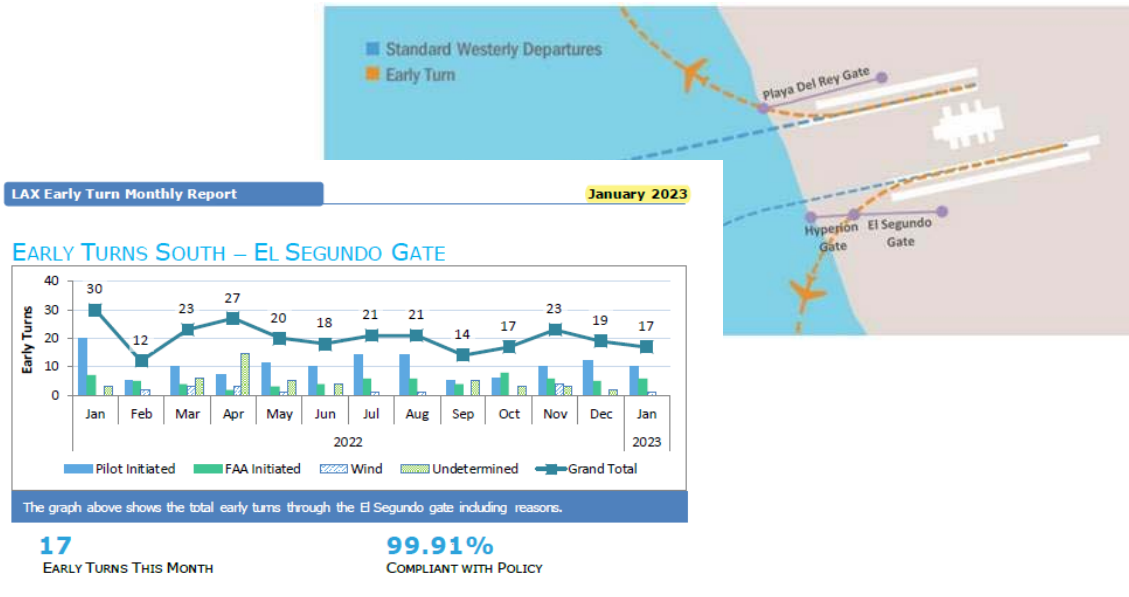


# 2021 ATMP/MSC MOU: OVERVIEW

Topic	LAWA obligations
Cooperation, Information Sharing & Communication	LAWA, FAA & El Segundo meet regularly on issues of mutual interest
Residential Sound Insulation (RSI)	LAWA takes over RSI from El Segundo, including enhancements (e.g., block rounding & owner upgrades). Cooperation on demo house sale.
Imperial Highway	Green Infrastructure Project, including safety improvements North Side Aesthetic Improvements Conditions on use as haul route & road condition maintenance
Avoiding spillover parking from LAX in El Segundo	Lease renewals for LAX uses along Imperial west of Sepulveda must provide sufficient parking for employees, contractors & visitors
Aircraft gates limits	Annual gate counts to confirm continued compliance
Ground Support Equipment (GSE)	GSE operators must meet emissions policy
Cargo	LAX Cargo study includes El Segundo as a stakeholder. Analyzing shift of cargo facilities along Imperial from west to east of Sepulveda

# COOPERATION, INFORMATION SHARING & COMMUNICATION

El Segundo elected officials, staff & consultants regularly work with LAWA & FAA to advance El Segundo's interests.



# RESIDENTIAL SOUND INSULATION (RSI)

- 2018: El Segundo terminated its RSI program
- 2022: LAWA took over RSI, including enhancements (e.g., block rounding & owner upgrades).
  - Program up and running
  - Details on LAWA website
- LAWA, El Segundo & FAA currently cooperating on RSI demo house sale
- Proposed resolution tonight:
  - Declaring RSI demo house surplus (60-day SLA process)
  - Authorizing sale (open market with realtor)



# IMPERIAL HIGHWAY, THE GREEN INFRASTRUCTURE PROJECT, INCLUDING SAFETY IMPROVEMENTS

- Limits: From California Street to Vista Del Mar
- Project has been approved and highly recommended by various committees
- Approval by L.A. County is expected by end of the year
- Subsequently, the project will be designed and constructed
- Components/Scope:
  - Bioswales & dry wells
  - Bike Lanes/Connectivity and access to Dockweiler State Beach and Marvin Braude Bike Trail
  - Landscaping, hedges, and trees
  - Wayfinding signage to direct pedestrians to safe crossing locations, discourage pedestrians from jaywalking
- Funding & Cost
  - Estimated Cost - \$12M
  - LAWA Contribution - \$4M
  - City of El Segundo Contribution - \$0.5M from Measure W



Safe Clean  
Water Program

Imperial Highway Green  
Infrastructure Project

# IMPERIAL HIGHWAY, THE GREEN INFRASTRUCTURE PROJECT, INCLUDING SAFETY IMPROVEMENTS



Bioswales

New parkway bioswales in the median with native planting materials, grasses, flowers, trees and shrubs provide vegetated areas through which stormwater will be filtered, resulting in the removal of pollutants and groundwater replenishment.



Landscape

Natural materials will be utilized in the bioswales to filter and infiltrate stormwater. Bioswales will be planted with region-specific native grasses, flowers, and shrubs.



Bike Lanes

Adding protected bike lanes will increase safety for cyclists, pedestrians and motorists. Extending the bike lane to the beach enhances regional mobility and recreational opportunities.



Hedges

Utilizing hedges in the landscaping within the medians will create a visual and physical impediment to discourage pedestrians from jaywalking. New No Crossing and wayfinding signage will direct pedestrians to safe crossing locations.



Drywells

Drywells are an infiltration best management practice (BMP) designed to capture, treat and infiltrate stormwater runoff. They can also provide flood mitigation.

## IMPERIAL HIGHWAY, NORTH SIDE AESTHETIC IMPROVEMENTS (CALIFORNIA TO PERSHING)

- LAWA to improve the aesthetics of the frontage property on the North side of Imperial Highway, including landscaping, sidewalks and parking for a budget of \$20M.
- LAWA to consult with El Segundo to promote consistency with the South Side Imperial Highway.
- This project has been approved earlier this year by LAWA Board as part of LAX CIP.
- Next step for LAWA is to have this project designed/constructed

## CONDITIONS ON USE AS HAUL ROUTE & ROAD CONDITION MAINTENANCE

- LAWA will communicate with El Segundo as a stakeholder when LAWA selects final construction staging site, contractor parking locations and haul routes
- El Segundo will be invited to attend LAWA Coordination and Logistics Management “CALM” Team meetings
- If Imperial Highway is used as a haul route, LAWA will direct its Airfield and Terminal Modernization Project (ATMP) contractors to provide a bond to fund the repair of potential damage to Imperial Hwy caused by its use as a haul route



# WHAT'S NEXT?

- Continued monitoring, engagement & advocacy
  - Imperial Highway projects
  - Data monitoring/annual gate counts
  - RSI program monitoring, technical assistance & demo house sale
  - Caltrans noise variance process (2023)
- Next up: Cargo



## QUESTIONS?



Osa Wolff

[wolff@smwlaw.com](mailto:wolff@smwlaw.com)

415-552-7272



**[DRAFT]**

ES letterhead

Via email to: \_\_\_\_

[DATE]

To All Interested Parties:

RE: Notice of Availability/Offer to Sell Surplus Property

As required by Government Code Section 54220 of the State of California, the City of El Segundo is providing notification that it intends to sell the surplus property at 910 Hillcrest Street, El Segundo, CA 90245.

The City purchased the property in 1990 with grant funds from the Federal Aviation Administration (FAA) for the purpose of providing a demonstration house for the City's Residential Sound Insulation (RSI) Program to mitigate sound from nearby Los Angeles International Airport (LAX). The property measures approximately 0.15 acre and is improved with an approximately 1,056 square-foot, one-unit house (unoccupied). The sale of the property is subject to FAA rules, including a requirement to sell the property for fair market value. FAA has accepted the appraisal(s) and requires the property be sold for the appraised value or more, paid at closing.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent to notify the City of your interest in acquiring the property. However, this notice shall not obligate the City to sell the property to you. Instead, the City would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no agreement is reached on sales price and terms, the City may market the property to the general public. If the City receives more than one letter of interest during this 60 day period, it will proceed as described in Government Code Section 54227.

In the event your agency or company is interested in purchasing the property, you must notify the City in writing within sixty (60) days of the date this notice was sent. Notice of your interest in acquiring the property shall be delivered to Michael Allen, City Hall, Community Development, 350 Main Street, El Segundo, CA 90245. You may also direct your questions to Michael Allen at [mallen@elsegundo.org](mailto:mallen@elsegundo.org) or call (310)524-2345.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

Michael Allen  
Development Services Director  
City of El Segundo

1643287.1



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

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May 2, 2023

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396 Hayes Street  
San Francisco, CA 94102-4421

Dear Osa L. Wolff:

**RE: HCD's Review of the City of El Segundo's Draft Notice of Availability for the Property Located at 910 Hillcrest Street, El Segundo, CA 90245**

Thank you for submitting the draft Notice of Availability (NOA) for the property located at 910 Hillcrest Street, El Segundo, CA 90245 to the California Department of Housing and Community Development (HCD). HCD staff reviewed the draft NOA, including the condition in the NOA, pursuant to Section 202(a)(2)(D)(iv) of the Surplus Land Act (SLA) Guidelines. HCD finds that the draft NOA would comply with the SLA if issued by the City of El Segundo.

If you have any questions or need additional technical assistance, please contact Public Lands, at [Publiclands@hcd.ca.gov](mailto:Publiclands@hcd.ca.gov).

Sincerely,

A handwritten signature in cursive script that reads "Laura Nunn".

Laura Nunn  
Senior Manager, Housing Accountability Unit  
Housing Policy Development

**[DRAFT] RESOLUTION 2023-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO  
DECLARING THE PROPERTY AT 910 HILLCREST STREET, EL SEGUNDO TO BE  
SURPLUS LAND AND AUTHORIZING ITS SALE**

**WHEREAS**, the City of El Segundo is the owner of the real property located at 910 Hillcrest Street in El Segundo, California, which is a 6,718 square foot (approximately 0.15 acre) parcel improved with a 1,056 square foot sound insulation program demonstration house (Property);

**WHEREAS**, the City purchased the Property in 1990 with grant funds from the Federal Aviation Administration (FAA) for the purpose of providing a demonstration house for the City's Residential Sound Insulation (RSI) Program, which mitigated sound from nearby Los Angeles International Airport (LAX);

**WHEREAS**, the City has terminated its RSI program and Los Angeles World Airport (LAWA) is now operating a Residential Sound Insulation Program, which includes areas within the City of Los Angeles and the City of El Segundo;

**WHEREAS**, pursuant to their October 5, 2021 Memorandum of Understanding (MOU), the City of El Segundo and LAWA are jointly pursuing sale of the Property with the proceeds to be used for the RSI Program in El Segundo;

**WHEREAS**, the sale of the Property is subject to FAA rules;

**WHEREAS**, the City of El Segundo and LAWA consulted with FAA staff and confirmed that the property must be appraised and sold at fair market value;

**WHEREAS**, per FAA's requirements, net sale proceeds will be reinvested in LAWA's RSI Program in El Segundo;

**WHEREAS**, the City of El Segundo and LAWA consulted with staff at the California Department of Housing and Community Development (HCD) regarding declaration of the Property as surplus land; and

**WHEREAS**, if the property is not sold through the Surplus Land Act process, it will be listed for sale on the open market using a real estate agent;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
EL SEGUNDO:**

1. The Property is "surplus land" under Government Code Section 54220 and following.
2. City staff and consultants are authorized to undertake all additional actions necessary to effectuate the sale of the Property in accordance with the law and to implement the intent of this resolution.

The City Clerk is directed to certify the adoption of this resolution.  
This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_ for  
\_\_\_\_\_, City Attorney

1629188.1



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Staff Presentations

Item Number: D.18

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### TITLE:

Resident and Business 2023 Survey Results Regarding Satisfaction with City Services (Net Promoter Survey Results)

### RECOMMENDATION:

1. Receive and file the City's sixth resident and business Net Promoter Score survey results.
2. Alternatively, discuss other action related to this item.

### FISCAL IMPACT:

Included in the adopted FY23 Budget. The City utilizes a cloud-based software service "Qualtrics" to conduct the Net Promoter surveys and data analysis, as well as other City surveys throughout the year, for an annual fee of \$20,789.

Amount Budgeted: \$22,000

Additional Appropriation: None.

Account Number(s): 001-400-2102-6206

### BACKGROUND:

In accordance with the first goal of the City's Strategic Plan, "Enhance Customer Service, Diversity, Equity, Inclusion and Communications," City Council directed staff to conduct resident and business satisfaction surveys using the Net Promoter Score (NPS) methodology. This is the sixth NPS survey. The goal of this annual survey is to measure the City's customer service performance, identify areas of success and areas that need improvement, and take the necessary actions to improve.

### Net Promoter Question

To calculate the City's NPS, survey respondents are asked the following NPS question. In addition, several questions were asked regarding various attributes of City services.



## 2023 Net Promoter Survey Results

May 16, 2023

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### Resident Survey NPS Question

On a scale of 0 to 10, where 10 is very likely, 5 is neutral and 0 is very unlikely, based on your personal experiences, how likely would you recommend the City of El Segundo to a friend or family member considering moving to the area?

### Business Survey NPS Question

On a scale of 0 to 10, where 10 is very likely, 5 is neutral and 0 is very unlikely, based on your company's experience, how likely would you recommend the City of El Segundo to a business associate or colleague?

### Respondents are grouped as follows:

- **Promoters** (score 9-10) are loyal enthusiasts who will keep engaging and refer to others, fueling possible growth.
- **Passives** (score 7-8) are satisfied but unenthusiastic customers who are vulnerable to alternative offerings.
- **Detractors** (score 0- 6) are unhappy customers who can damage the City's reputation and impede growth through negative word-of-mouth.

Subtracting the percentage of detractors from the percentage of promoters yields the "Net Promoter Score", which can range from a low of -100 (if every customer is a detractor) to a high of 100 (if every customer is a promoter).

### Attributes Rankings

In addition to the Net Promoter question, respondents were asked to rate how satisfied they were with various attributes of City services. These questions were asked to solicit resident perceptions on particular areas of City operations, including: police, fire, recreation & parks, public library services, City infrastructure, utility billing, and City Council. Respondents were asked to rank, on a five-point scale, their level of satisfaction as follows: Very Dissatisfied (1), Dissatisfied (2), Neutral (3), Satisfied (4) or Very Satisfied (5).

Business respondents were asked to rate how satisfied they were with the City on the following attributes:

- Responsiveness, knowledge and competency of working with the Community Development Department for plan checks, permits, or inspection services
- City zoning policies
- Business development and attraction policies
- Availability and responsiveness of Police Department services

## 2023 Net Promoter Survey Results

May 16, 2023

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- Responsiveness, knowledge and competency of Fire Department & Field Inspection services
- Business license renewal process

Residents were asked to rate, on a five-point scale, how satisfied they were with the City on the following attributes:

- Maintenance and upkeep of recreation and park facilities
- Quality of Recreation and Parks programs offered
- Resources and services provided by the Public Library
- Responsiveness, knowledge and competency of Fire & Paramedic services
- Availability and responsiveness of Police Department services
- Condition of City infrastructure: streets, sidewalks and public facilities
- Water and sewer billing department customer service
- Responsiveness and overall vision of City Council

The Likert scale methodology was utilized to analyze the results:

- A mean score of 4.2 or greater = “very satisfied”
- A mean score of 3.41-4.2 = “satisfied”
- A mean score of 2.61-3.4 = “neutral”
- A mean score of 1.81-2.6 = “dissatisfied”
- A mean score under 1.8 = “very dissatisfied”

### Overall City Improvement Ranking

Lastly, respondents were asked to rate, on a five-point scale, how the City has improved over the last year. The Likert scale methodology was also utilized to analyze the results.

### DISCUSSION:

A total of 6,965 surveys were sent to residents and businesses. The total response rate for both surveys was 14% (976). Online surveys were sent via email to 3,986 business contacts and 1,930 residents. In addition to online surveys, traditional paper surveys were sent via the US postal service to 1,049 residents for whom email addresses were not available.

### Resident Survey Results and Key Findings

2,979 surveys were sent to residents and 611 responses were received for a response rate of 20.5%, which is a 4.5% decrease from the 25% response rate (902 responses)

## 2023 Net Promoter Survey Results

May 16, 2023

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in 2022. 88% of all respondents are either "Promoters" (61%) or "Passives" (27%), while 12% are "Detractors." When comparing the results of the 2022 survey with this year's results, the NPS decreased by two points from 51 to 49.

The primary concerns among detractors were:

- Issues related to odor/air quality (predominantly Hyperion, some mention of Chevron and LAX)
- Police presence (more patrol and crime prevention, reduce homelessness)
- Issues related to the loss of the city's "small town" environment (rapid growth)
- Housing and cost of living increases
- Parking issues

### Attribute Ranking Results

The attribute rankings described above were analyzed based on the mean score for each response. The following areas are viewed as strengths falling in the range of "very satisfied": (4.2 to 5):

- Responsiveness, knowledge, and competency of fire & paramedic services (4.52)
- Availability & responsiveness of the Police Department (4.31)

The following were identified as areas of modest concern due to mean scores in the "satisfied range" (3.41 to 4.2):

- Maintenance and upkeep of recreation and parks facilities (4.19)
- Resources and services provided by the Public Library (4.15)
- Quality of recreation and parks programs offered (4.10)
- Condition of City Infrastructure: streets, sidewalks and public facilities (3.80)
- Water and sewer billing department customer service (3.78)
- Responsiveness and overall vision of City Council (3.48)

### Overall City Improvement

The final question asked respondents to rank overall City improvement over the last year. The results showed that on average, residents are neutral on this topic, giving a mean score of 3.21 on the five-point Likert scale, which is a "neutral" ranking. A neutral ranking is viewed as an area of improvement because these residents are at risk of moving to the dissatisfied range if perceptions are not improved.

## 2023 Net Promoter Survey Results

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### Business Survey Results and Key Findings

3,986 surveys were sent to businesses and 365 responses were received for a response rate of 9%, which is an 11% decrease from the 20% response rate (643 responses) in 2022. A total of 88% of all respondents are either "Promoters" (67%) or "Passives" (21%), while 12% are "Detractors". The 2023 NPS was 55, maintaining the same score as the 2022 survey.

The primary concerns among detractors were:

- Issues related to supporting small businesses
- Police presence (concerns about increased crime in the area)
- Parking and speeding issues
- Issues with the permitting process

The attribute rankings described above were analyzed based on the mean score for each response. The following areas are viewed as strengths falling in the range of "very satisfied": (4.2 to 5):

- Business license renewal process (4.48)

The following were identified as areas of modest concern due to mean scores in the "satisfied range" (3.41 to 4.2):

- Responsiveness, knowledge and competency of Fire Department & Field Inspection services (4.06)
- Availability and responsiveness of Police Department services (4.03)
- Responsiveness, knowledge and competency of working with the Community Development Department for plan checks, permits, or inspection services (3.90)
- Business development and attraction policies (3.86)
- City zoning policies (3.72)

### Overall City Improvement

The final question asked business respondents to rank overall City improvement over the last year. The results showed that, on average, business respondents feel that the City has made some improvement over the last year, giving a mean score of 3.63 on the five-point Likert scale.

### Next Steps

Staff will reach out to respondents who provided feedback on areas of concern to better

**2023 Net Promoter Survey Results**

**May 16, 2023**

**Page 6 of 6**

understand and, if possible, resolve the issue.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Objective 1 B: El Segundo's engagement with the community ensures excellence.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

**PREPARED BY:**

Diane Chaaban, Communications Manager

**REVIEWED BY:**

Barbara Voss, Deputy City Manager

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

None



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Staff Presentations

Item Number: D.19

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### TITLE:

Expansion of the Lateral Police Officer Recruitment Incentive Program

### RECOMMENDATION:

1. Approve the Side Letter Agreement between the City of El Segundo and El Segundo Police Officers' Association (POA) to expand the Lateral Police Officer Recruitment Incentive Program to include a \$40,000 incentive payment to successful lateral police officer candidates (subject to stipulations and disbursement schedules), increase the employee referral bonus to \$10,000, and expand the eligibility for the employee referral bonus to include current City employees who recruit a lateral police officer.
2. Adopt the Resolution approving the Side Letter Agreement between the City of El Segundo and El Segundo Police Officers' Association.
3. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

The immediate fiscal impact of the expansion of the Lateral Police Officer Recruitment Incentive Program is unknown as it is dependent on the number of officers hired. The maximum fiscal impact of the program is up to \$500,000 which can be funded through position vacancies in the Police Department budget.

### BACKGROUND:

Currently, the City offers a cash incentive of \$3,000 to lateral police officers, paid in two payments, \$1,500 at time of hire and \$1,500 at successful completion of probation. Officers who recruit a lateral entry police officer receive \$1,500, also paid in two equal payments (\$750).

In 2018, the El Segundo Police Department implemented a hiring bonus of \$25,000 for lateral police officers, \$10,000 for pre-service and academy graduates and \$5,000 for

## **Police Recruitment Incentive Program**

**May 16, 2023**

**Page 2 of 4**

entry level police officers. At the start of this program there were 48 officers, and by November 2019 the Department was fully staffed (62 officers). The program ended in September 2020. The program was successful and attracted many qualified police officer lateral applicants.

### **DISCUSSION:**

Currently, the Department has 58 officers out of a total of 62 authorized in the FY 2022-23 budget. Despite significant efforts, hiring qualified applicants has been difficult. With the anticipation of several retirements as well as continued competition from surrounding police agencies, instituting a financial incentive program will make ESPD competitive in attracting qualified lateral applicants.

Unlike entry-level candidates, who must attend a police academy and go through six months of Field Training, lateral entry police officers bring experience to the Department and are generally able to successfully operate as a solo patrol officer in three to four months. This accelerated process results in more effective utilization of City funds and Department training resources.

Attracting lateral entry police officer applicants is a primary goal of this incentive program; however, current staffing needs require a multifaceted approach which requires enhanced bonuses for recruiters in order to increase the overall lateral applicant pool.

### **PROPOSED RECRUITMENT INCENTIVE PROGRAM:**

The Police Department recommends the Lateral Incentive Program as outlined to remain in effect until September 30, 2024, or when ten laterals join the program, at which time staff will assess the effectiveness of the program and provide additional recommendations. The following amounts are not subject to PERS, meaning they do not add to an individual employee's salary, but are merely one-time cash payments.

1. **Lateral Police Officer Hiring Incentive:** The Lateral Officer incentive will be \$40,000 awarded to successful candidates, paid in five increments.
  1. \$10,000 when the officer is hired
  2. \$10,000 when the officer completes probation (one year)
  3. \$8,000 when the officer completes their second year
  4. \$6,000 when the officer completes their third year
  5. \$6,000 when the officer completes their fourth year
2. To qualify for the cash incentives, the lateral applicant must:
  1. Be currently employed as a peace officer within a CA law enforcement agency
  2. Possess a CA POST BASIC Certificate

## **Police Recruitment Incentive Program**

**May 16, 2023**

**Page 3 of 4**

3. The bonus for any City employee who recruits lateral officers will be \$10,000, as follows:
  1. \$5,000 when the lateral officer is hired
  2. \$5,000 when the lateral officer completes probation

There are currently four police officer vacancies, with another ten possible vacancies in the near future. Hypothetically, if all vacancies were filled with ten lateral applicants (\$40,000 bonus), and a City employee receives a recruitment bonus for each applicant (\$10,000) the total cost for the program would be \$500,000.

In researching other agencies that are offering recruitment incentives in California, the incentives range from \$5,000 up to \$75,000 (Alameda Police Department). In the South Bay, the following agencies are offering hiring bonuses for lateral police officers:

Beverly Hills: \$20,000

Hermosa Beach: \$40,000

Inglewood: \$40,000

Staff recommends the implementation of this lateral incentive immediately. Police recruitment remains very competitive in a difficult environment. With the incentive program, the Department believes it will attract more qualified applicants, which will allow the Department to quickly fill the vacancies. In addition, with the recruitment incentive extended to all City of El Segundo employees, it will allow the Department to cast a wider net with the possibility of each city employee recruiting for the Department.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

#### **PREPARED BY:**

Ryan Danowitz, Police Lieutenant

#### **REVIEWED BY:**

Jaime Bermudez, Police Chief

#### **APPROVED BY:**

Barbara Voss, Deputy City Manager



**Police Recruitment Incentive Program**

**May 16, 2023**

**Page 4 of 4**

**ATTACHED SUPPORTING DOCUMENTS:**

1. Exhibit A to Resolution- Side Letter Agreement Between the City of El Segundo and POA
2. Resolution Adopting a Side Letter

## **SIDE LETTER AGREEMENT BETWEEN THE CITY OF EL SEGUNDO AND THE EL SEGUNDO POLICE OFFICERS' ASSOCIATION**

This Side Letter of Agreement ("Agreement") between the City of El Segundo ("City") and the El Segundo Police Officers' Association ("POA") (hereinafter referred to as the "Parties") is entered into with respect to the following:

**WHEREAS** the Parties are currently parties to a Memorandum of Understanding ("MOU") with a term of April 1, 2023, through June 30, 2025; and

**WHEREAS** the current and operative Resolution No. 5095 adopted on June 25, 2018, provides that, a cash incentive to lateral police officers of \$3,000 paid in two payments, \$1,500 at the time of hire and \$1,500 at successful completion of probation, while current ESPD officers who recruit a lateral entry police officer receive \$1,500 in two equal payments;

**WHEREAS** the current and operative MOU provides that, for the term of the MOU, the City will pay an Employee Referral Bonus as outlined in Resolution 5095 above (2023-2025 POA MOU, Art. 26.); and

**WHEREAS**, after the Parties ratified a successor MOU which was adopted at the May 2, 2023 City Council meeting, the Parties are interested in expanding the Employee Referral Bonus program eligibility to attract lateral police officers with the anticipation of several retirements as well as continued competition in recruiting well-qualified candidates.

**WHEREAS** the following sets forth the Parties' Agreement concerning the expanded eligibility for a Lateral Incentive Program:

The following language shall be added to Article 26 Employee Referral Bonus of the 2023-2025 MOU between the City and POA:

Candidates qualifying for the lateral police officer incentive will be required to currently be employed as a peace officer with a California law enforcement agency and possess a California POST Basic Certificate.

The lateral police officer incentive shall provide up to \$40,000 in total payments to successful candidates, paid in five increments as follows:

1. Upon hire, the lateral officer shall receive a payment of \$10,000 following the first full pay period worked.
2. Upon successful completion of probation, the lateral officer shall receive a second payment of \$10,000 in the pay period in which probation is completed.

3. Upon completion of second year of service, the lateral officer shall receive a third payment of \$8,000 in the pay period in which the second year of service is completed.
4. Upon completion of third year of service, the lateral officer shall receive a third payment of \$6,000 in the pay period in which the third year of service is completed.
5. Upon completion of fourth year of service, the lateral officer shall receive a fourth payment of \$6,000 in the pay period in which the fourth year of service is completed.

Current City of El Segundo employees in all departments are eligible for participation in the lateral incentive bonus for recruiting a lateral police officer and may be provided up to \$10,000, paid in two \$5,000 increments as follows:

1. Upon hire of the referred lateral police officer, the City employee shall receive a payment of \$5,000 following the first pay period worked.
2. Upon successful completion of the lateral officer's probation, the City employee shall receive a second payment of \$5,000 in the pay period in which probation is completed.

This provision will suspend Resolution 5095 and may sunset or be reevaluated once the program has expended a total of \$500,000 in lateral incentive bonus payments. If the provision is sunsetted, Resolution 5095 will be reinstated.

Employees will be required to complete a written acknowledgement form providing the referred lateral police officer name in order to receive the lateral incentive bonus payment(s). No more than one City employee per hired lateral police officer will be provided the incentive payment(s).

**FOR THE CITY OF EL SEGUNDO**

\_\_\_\_\_  
Darrell George, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rebecca Redyk,  
Director of Human Resources

\_\_\_\_\_  
Date

POA Side Letter  
Lateral Incentive Bonus  
May 16, 2023

**FOR THE EL SEGUNDO POLICE OFFICERS' ASSOCIATION**

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Jeff Humphrey, President

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Paul Saldana, Vice President

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Oscar Haro, Treasurer

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Ryan Smith, Secretary

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Brandon Browning, Board Member

---

Josh Gilberts, Board Member

---

Steve Trujillo, Board Member

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Date

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING A SIDE LETTER AGREEMENT BETWEEN MEMBERS OF THE EL SEGUNDO POLICE OFFICERS' ASSOCIATION ("POA") AND THE CITY OF EL SEGUNDO TO EXPAND THE ELIGIBILITY FOR THE LATERAL POLICE OFFICER RECRUITMENT INCENTIVE PROGRAM**

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

SECTION 1: Recitals. The City of El Segundo Police Officers' Association ("POA") and the City of El Segundo, are currently parties to a Memorandum of Understanding ("MOU") with a term of April 1, 2023, through June 30, 2025.

- A. The current and operative Resolution No. 5095 adopted on June 25, 2018, provides that, a cash incentive to lateral police officers of \$3,000 paid in two payments, \$1,500 at the time of hire and \$1,500 at successful completion of probation, while current ESPD officers who recruit a lateral entry police officer receive \$1,500 in two equal payments.
- B. Article 26 of the current and operative MOU provides that, for the term of the MOU, the City will pay an Employee Referral Bonus, pursuant to the Lateral Police Officer Recruitment Incentive Program (the "Program") set forth in Resolution No. 5095.
- C. After the Parties ratified a successor MOU which was adopted at the May 2, 2023 City Council meeting, the Parties seek to modify the Program to: (1) increase lateral police officer incentives; and (2) expand the Employee Referral Bonus program eligibility to include applicable referrals from all employees with the anticipation of several retirements as well as continued competition in recruiting well-qualified candidates.
- D. Representatives from the City and POA met and conferred in good faith to reach a Side Letter Agreement to modify the Program, as described in Section 1(C), above.

SECTION 2: Approval. The City Council approves the Side Letter Agreement (attached hereto and incorporated by reference), which will amend to Article 26 Employee Referral Bonus of the 2023-2025 MOU between the City and POA as follows:

Candidates qualifying for the lateral police officer incentive will be required to currently be employed as a peace officer with a California law enforcement agency and possess a California POST Basic Certificate.

The lateral police officer incentive shall provide up to \$40,000 in total payments to successful candidates, paid in five increments as follows:

1. Upon hire, the lateral officer shall receive a payment of \$10,000 following the first full pay period worked.
2. Upon successful completion of probation, the lateral officer shall receive a second payment of \$10,000 in the pay period in which probation is completed.
3. Upon completion of second year of service, the lateral officer shall receive a third payment of \$8,000 in the pay period in which the second year of service is completed.
4. Upon completion of third year of service, the lateral officer shall receive a third payment of \$6,000 in the pay period in which the third year of service is completed.
5. Upon completion of fourth year of service, the lateral officer shall receive a fourth payment of \$6,000 in the pay period in which the fourth year of service is completed.

Current City of El Segundo employees in all departments are eligible for participation in the lateral incentive bonus for recruiting a lateral police officer and may be provided up to \$10,000, paid in two \$5,000 increments as follows:

1. Upon hire of the referred lateral police officer, the City employee shall receive a payment of \$5,000 following the first pay period worked.
2. Upon successful completion of the lateral officer's probation, the City employee shall receive a second payment of \$5,000 in the pay period in which probation is completed.

This provision will suspend Resolution No. 5095 and may sunset or be reevaluated once the program has expended a total of \$500,000 in lateral incentive bonus payments. If the provision is sunsetted, Resolution No. 5095 will be reinstated.

Employees will be required to complete a written acknowledgement form providing the referred lateral police officer name in order to receive the lateral incentive bonus payment(s). No more than one City employee per hired lateral police officer will be provided the incentive payment(s).

**SECTION 3:** The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 4: This Resolution will become effective immediately and will remain effective unless repealed or superseded.

PASSED AND ADOPTED RESOLUTION NO. \_\_\_\_\_ this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Drew Boyles,  
Mayor

Exhibit A: POA Side Letter

ATTEST:

STATE OF CALIFORNIA        )  
COUNTY OF LOS ANGELES    )       SS

CITY OF EL SEGUNDO )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. \_\_\_\_ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley, City Attorney





## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Staff Presentations

Item Number: D.20

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### TITLE:

Side Letter Agreement Between the City of El Segundo and the El Segundo Police Services Support Employees' Association (PSSEA)

### RECOMMENDATION:

1. Approve the Side Letter Agreement between the City of El Segundo and El Segundo Police Services Support Employees' Association.
2. Adopt the Resolution approving the Side Letter Agreement between the City of El Segundo and El Segundo Police Services Support Employees' Association.
3. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

Included in the Adopted FY 2022-23 Budget and will be included in the proposed FY 2023-24 Budget.

Amount Budgeted: \$456 for FY 2022-23 (mid-May through June 30) & \$3,650 for FY 2023-24.

Additional Appropriation: None

Account Number(s): 001-400-3101-4201 (Police Department Administration - CalPERS Retirement)

### BACKGROUND:

The City contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits which are funded through employee and employer designated contributions. Employee contributions are negotiated through the meet and confer process and memorialized in a Memorandum of Understanding (MOU) which is ratified by its members and approved by the governing body.

## **PSSEA Side Letter**

**May 16, 2023**

**Page 2 of 3**

On March 19, 2019, the El Segundo City Council adopted a resolution approving a successor MOU with Police Services Support Employees' Association (PSSEA) for the term October 1, 2018, through September 29, 2022. The adopted and approved PSSEA MOU provided that miscellaneous employees defined as "classic" members would increase CalPERS retirement payments by an additional one percent (1%) for a total employee contribution of eight percent (8%) of compensation beginning March 2019.

Along with the additional withholding, a contract amendment with CalPERS is required to properly allocate the one percent (1%) as an employee contribution. Neither action to begin withholding the additional contribution or amend the CalPERS contract for the cost sharing provision was implemented. The operative MOU expired September 29, 2022 and while the City and PSSEA are currently negotiating a successor MOU, both parties have agreed to a Side Letter which begins the additional withholding while the CalPERS contract amendment process moves forward.

The process requires that the City submit the required forms to CalPERS for review and approval, conduct an election of impacted members, approve and adopt a resolution to amend the contract, and receive final notification that the amendment process is complete.

### **DISCUSSION:**

Staff recommends approval of the Side Letter between the City of El Segundo and PSSEA which memorializes the agreement to start the previously approved additional one percent (1%) employee contribution to CalPERS and adoption of the associated resolution.

Upon approval of the Side Letter and adoption of the resolution, the City will send the executed documents to CalPERS and request to begin the contract amendment process. Once the documents required to start the contract amendment process have been successfully submitted, the City will begin the one percent (1%) deduction which will constitute an employer contribution. When CalPERS approves the contract amendment, the City will convert the one percent (1%) employer contribution to an employee contribution so that PSSEA members receive credit.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

**PSSEA Side Letter**

**May 16, 2023**

**Page 3 of 3**

**PREPARED BY:**

Rebecca Redyk, Human Resources Director

**REVIEWED BY:**

Rebecca Redyk, Human Resources Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Resolution Adopting a Side Letter
2. Exhibit A - Side Letter Agreement Between the City of El Segundo and PSSEA

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING A SIDE LETTER AGREEMENT BETWEEN MEMBERS OF THE POLICE SUPPORT SERVICES EMPLOYEES' ASSOCIATION ("PSSEA") AND THE CITY OF EL SEGUNDO TO SHARE THE COSTS OF THE EMPLOYER CONTRIBUTION PURSUANT TO GOVERNMENT CODE SECTION 20516**

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

SECTION 1: The City of El Segundo Police Support Services Employees' Association ("PSSEA") and the City of El Segundo, are currently parties to a Memorandum of Understanding ("MOU") with a term of October 1, 2018, through September 29, 2022.

SECTION 2: The MOU provides that "effective the beginning of the pay-period following Council adoption, employees classified as "classic" PERS members shall contribute an additional One Percent (1%) [total of 8%] of the employee normal cost as provided under California Government Code section 20516.5." (2018-2022 PSSEA MOU, Art. 2.06, Sec. 1.).

SECTION 3: The City did not start the withholding upon Council adoption in March 2019 the agreed upon amount from "classic" members during the term of the MOU.

SECTION 4: Representatives from the City and PSSEA met and conferred in good faith to reach a Side Letter Agreement to start the withholding while they negotiate a successor MOU.

SECTION 5: The parties reached agreement on the Side Letter Agreement in or around May 2023.

SECTION 6: In May 2023, members of PSSEA voted to ratify the Side Letter Agreement to start the withholding while the City completes the formal CalPERS contract amendment process.

SECTION 7: The following language shall replace the language provided at Article 2.06 Section 1 of the 2018-2022 MOU between the City and PSSEA, and shall be incorporated into the successor MOU between the City and PSSEA:

Effective the first pay period following the City's submission to CalPERS of the forms necessary in order for CalPERS to review and approve a proposed amendment to the City's contract with CalPERS, and pursuant to Government Code section 20516, subdivision (f), employees who are considered to be "classic members" (*i.e.*, all employees that do not qualify as "new" members under the Public

Employees' Pension Reform Act of 2013 ("PEPRA")) shall contribute an additional one percent (1%) of their compensation earnable toward the employer's required contribution to the California Public Employees' Retirement System ("CalPERS") for retirement benefits.

The one percent (1%) contribution by "classic members" shall be made via payroll deductions and shall be administered by the City.

As a result of the additional contribution, the total withholding for employees who qualify as "classic members" shall increase from the current seven percent (7%) statutory member contribution to eight percent (8%), which shall include the one percent (1%) cost-sharing amount.

The City shall continue such withholding pursuant to Government Code section 20516, subdivision (f), until such time as the City amends its contract with CalPERS, at which time the employee contribution rate shall be governed by the terms of that contract.

SECTION 8: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 9: This Resolution will become effective immediately and will remain effective unless repealed or superseded.

PASSED AND ADOPTED RESOLUTION NO. \_\_\_\_\_ this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Drew Boyles,  
Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. \_\_\_\_ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the \_\_\_ day of \_\_\_\_\_, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley, City Attorney

## **SIDE LETTER AGREEMENT BETWEEN THE CITY OF EL SEGUNDO AND THE EL SEGUNDO POLICE SUPPORT SERVICES EMPLOYEES ASSOCIATION**

This Side Letter of Agreement (“Agreement”) between the City of El Segundo (“City”) and the El Segundo Police Support Services Employees Association (“PSSEA”) (hereinafter referred to as the “Parties”) is entered into with respect to the following:

**WHEREAS**, the Parties are currently parties to a Memorandum of Understanding (“MOU”) with a term of October 1, 2018 through September 29, 2022; and

**WHEREAS**, the MOU provides that “Effective the beginning of the pay period following Council adoption, employees classified as “classic” PERS shall contribute an additional One Percent (1%) [total of 8%] of the employee normal cost as provided under California Government Code section 20516.5” (2018-2022 PSSEA MOU, Art. 2, Sec. 2.06, Subd. 1.);

**WHEREAS**, the City did not start the withholding following the City Council’s adoption of the MOU or withhold the agreed upon amount from “classic” members during the term of the MOU; and

**WHEREAS**, the Parties are interested in starting the withholding while they negotiate a successor MOU.

**WHEREAS**, the following sets forth the Parties’ Agreement:

Within two (2) weeks of the City Council adopting the resolution approving this side letter, the City will send an executed copy of this side letter to the California Public Employees’ Retirement System (“CalPERS”) requesting an amendment to the City’s contract with CalPERS in order for the contract to reflect that the additional one percent (1%) that the City is providing to CalPERS is a contribution by members, not the City;

As soon as is practicable following the City’s receipt of “Resolution of Intention Packet” from CalPERS, the City will conduct an election of the “classic” members in the bargaining unit. As soon as is practicable following the completion of the election, the City will submit to the City Council a resolution authorizing the contract amendment. As soon as is practicable following the City Council’s vote on the resolution, the City will submit to CalPERS the forms necessary for CalPERS to review and approve the proposed contract amendment;

In the first full pay period following the City’s submission to CalPERS of the forms necessary for CalPERS to review and approve the proposed contract amendment, the City will deduct from each “classic” member’s compensation earnable an additional one

percent (1%). Until such time as CalPERS approves the contract amendment, this additional one percent (1%) will constitute an employer contribution;

When CalPERS approves the contract amendment, the City will notify PSSEA and will change how the City reports the contributions to CalPERS such that PSSEA members receive credit for the additional one percent (1%) as a member contribution; and

The following language shall replace the language provided at Article 2, Section 2.06 Subdivision 1. of the 2018-2022 MOU between the City and PSSEA, and shall be incorporated into the successor MOU between the City and PSSEA:

Effective the first pay period following the City's submission to CalPERS of the forms necessary in order for CalPERS to review and approve a proposed amendment to the City's contract with CalPERS, and pursuant to Government Code section 20516, subdivision (f), employees who are considered to be "classic members" (*i.e.*, all employees that do not qualify as "new" members under the Public Employees' Pension Reform Act of 2013 ("PEPRA")) shall contribute an additional one percent (1%) of their compensation earnable toward the employer's required contribution to the California Public Employees' Retirement System ("CalPERS") for retirement benefits.

The one percent (1%) contribution by "classic members" shall be made via payroll deductions and shall be administered by the City.

As a result of the additional contribution, the total withholding for employees who qualify as "classic members" shall increase from the current seven percent (7%) statutory member contribution to eight percent (8%), which shall include the one percent (1%) cost-sharing amount.


The City shall continue such withholding pursuant to Government Code section 20516, subdivision (f), until such time as the City amends its contract with CalPERS, at which time the employee contribution rate shall be governed by the terms of that contract.



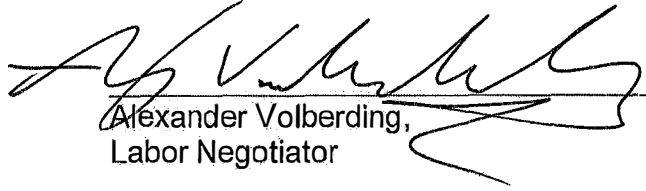
**FOR THE CITY OF EL SEGUNDO**

  
\_\_\_\_\_  
Darrell George, City Manager

5/4/23  
\_\_\_\_\_  
Date

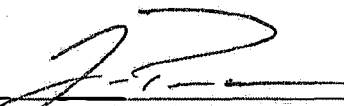
  
\_\_\_\_\_  
Rebecca Redyk,  
Director of Human Resources

5-4-2023  
\_\_\_\_\_  
Date

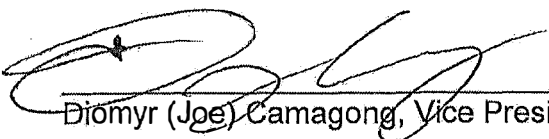
  
\_\_\_\_\_  
Alexander Volberding,  
Labor Negotiator

5/4/2023  
\_\_\_\_\_  
Date

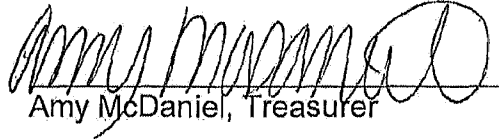
**FOR THE EL SEGUNDO POLICE SUPPORT SERVICES EMPLOYEES  
ASSOCIATION**

  
\_\_\_\_\_  
John Hurtado, President


05/03/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Diomyr (Joe) Camagong, Vice President

05/03/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Amy McDaniel, Treasurer

5/3/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Vicky Barker  
Labor Negotiator

May 3, 2023  
\_\_\_\_\_  
Date



## City Council Agenda Statement

Meeting Date: May 16, 2023

Agenda Heading: Mayor Pro Tem Pimentel

Item Number: 21

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### **TITLE:**

Formation of an Ad Hoc City Council Subcommittee to Receive Updates from the El Segundo Economic Development Corporation

### **RECOMMENDATION:**

1. Consideration and possible action to form an ad hoc city council subcommittee to receive updates from the El Segundo Economic Development Corporation.
2. Alternatively, discuss and take other action related to this matter.

### **FISCAL IMPACT:**

None.

### **BACKGROUND:**

El Segundo Economic Development Council (ESEDC) is a privately run 501c3 non-profit organization comprised of El Segundo business leaders. ESEDC was established to guide the City's efforts to attract, retain and grow businesses in the community.

### **DISCUSSION:**

ESEDC works to identify, support and drive key initiatives forward that are of critical importance to the city's leading businesses and then to act as a bridge in communicating those interests to the City Council and community at large. The proposed ad hoc subcommittee would meet with the ESEDC to receive updates on priority initiatives.