



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 18, 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
Joe Lillio, Chief Financial Officer
Deena Lee, 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 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 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

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

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -1- matter.

1. Government Tort Claim by Keith Puckett

Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.

DISCUSSION OF PERSONNEL MATTERS (GOV’T CODE §54957): -1- MATTER(S)

City Manager
Performance valuation

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (GOV’T CODE §54957.6): -5- MATTER(S)

1. Employee Organizations: Police Officers' Association (POA), Fire Fighters' Association (FFA), Supervisory Professional Employee Association (SPEA), Professional Support Services Employee Association (PSSEA), 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 – Pastor Jonathon Elmore, The Bridge Church

PLEDGE OF ALLEGIANCE – Council Member Giroux

SPECIAL PRESENTATIONS

1. Girls Empowerment Camp - Girls on Fire!
2. El Segundo Big 5 PTA Run 4 Education Day
3. Denim Day

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

4. City Council Meeting Minutes

Recommendation -

1. Approve Regular City Council meeting minutes of March 21, 2023 and Special City Council meeting minutes of March 31, 2023.
2. Alternatively, discuss and take other action related to this item.

5. Warrant Demand Register for March 6, 2023 through April 2, 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 17B, 18A, 18B, and 19A: warrant numbers 3044677 through 3045072, and 9002831 through 9002865.

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

6. Pavement Rehabilitation Project Plan and Identify FY 2023-24 SB 1 Funding as the Funding Source

Recommendation -

1. Adopt Resolution approving plans and specifications for the FY 2023-24 Pavement Rehabilitation Project (Project No. PW 23-01) and authorize advertising for construction.
2. Adopt Resolution identifying the source of partial funding in the amount of \$427,611 for the proposed FY 2023-24 Pavement Rehabilitation Project to be from FY 2023-24 SB 1 fund (Senate Bill 1 of 2017, the "Road Repair and Accountability Act").
3. Alternatively, discuss and take other action related to this item.

7. Notice of Construction Completion for Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project

Recommendation -

1. Accept the Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project No. PW 22-16 by Downstream Services, Inc. as complete.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

8. Amendment to Agreement with Clifton Larson Allen LLP to Augment Auditing Services and Extend Term

Recommendation -

1. Approve a third amendment to Agreement No. 5778 with Clifton Larson Allen LLP to exercise the contract option to renew the agreement for one-year and for an additional \$72,800 to increase the total contract amount to \$317,773 (five-year period) for audit services.
2. Authorize the City Manager to execute the amended agreement.
3. Alternatively, discuss and take other action related to this item.

9. Waive Bidding Requirements and Approve the Purchase of New Ford F-350 Dually Truck and a Dump-Truck Kit

Recommendation -

1. Waive bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) and authorize the City Manager to enter into an agreement directly with an auto dealership for the purchase of one new Ford F-350 Dually (Double Axle) truck and a Dump Truck Kit.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

10. Public Hearing for Adoption of FY 2023-2024 Master Fee Schedule

Recommendation -

1. Conduct a public hearing on the proposed fee adjustments and adoption of new fees for the City's Master Fee Schedule.
2. Adopt a resolution approving the updated City's Master Fee Schedule.
3. Alternatively, discuss and take other action related to this item.

11. 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.

D. STAFF PRESENTATIONS

12. Annual Community Sponsorship Campaign

Recommendation -

1. Approve Annual Community Sponsorship Campaign program.
2. Alternatively, discuss and take other action related to this item.

13. Resolution of Intention and First Reading of an Ordinance Authorizing an Amendment to the Contract between the City and CalPERS to Implement Additional Government Code § 20516 Employee Cost Sharing

Recommendation -

1. Adopt the Resolution of Intention to approve a contract amendment with the California Public Employees' Retirement System (CalPERS) to provide an additional 1% cost sharing, as specified;
2. Authorize City Manager and City Clerk, to execute associated CalPERS documents, as required for submission to CalPERS, to facilitate the CalPERS contract amendment process; and
3. Introduce first reading by title only, with further reading waived, an Ordinance authorizing such CalPERS contract amendment, and schedule a second reading of the Ordinance for the regular May 16, 2023 City Council meeting.
4. Alternatively, discuss and take other action related to this item.

14. Professional Services Agreement with LPA, Inc. for Phase One Recreation Park Renovations

Recommendation -

1. Authorize staff to enter into a Professional Services Agreement with LPA, Inc. ("LPA") to provide comprehensive plans, including conceptual design and engineering plans for Phase One of the Recreation Park Renovation Project for an amount not to exceed \$145,918.
2. Alternatively, discuss and take other action related to this item.

15. Resolution to Establish Preferential Parking Zone No. 2 and Discussion of Possible Residential-Wide Preferential Parking Program

Recommendation -

1. Adopt a Resolution approving preferential parking zone No. 2 along California Street (between Pine Avenue and Holly Avenue), Holly Avenue (between California Street and Kansas Street), and Kansas Street (between Holly Avenue and Grand Avenue).

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2. Review and discuss a potential residential-wide preferential parking program, and provide staff direction.
 3. Alternatively, discuss and take other action related to this item.

16. Memorandum of Understanding between the City of El Segundo and the El Segundo Supervisory and Professional Employees' Association and Amendment to the City Contributions for CalPERS Medical Premiums

Recommendation -

1. Adopt a Resolution approving and adopting the Memorandum of Understanding ("MOU") between the City of El Segundo and the El Segundo Supervisory and Professional Employees' Association ("SPEA").
2. Adopt a Resolution amending the City contributions for CalPERS medical premiums pursuant to the MOU between the City of El Segundo and SPEA.
3. Alternatively, discuss and take other action related to this item.

17. Conversion of Two-way Stop Signs to Four-way Stop Signs at Whiting Street and West Pine Avenue Intersection

Recommendation -

1. Consider a request to convert two-way stop signs to four-way stop signs at the intersection of Whiting Street and West Pine Avenue.
2. 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

18. Discuss Retaining a Lobbyist to Advocate on Behalf of the City

Recommendation -

1. Discuss possibly retaining a lobbyist to advocate on behalf of the City.
2. Alternatively, discuss and take other action related to this item.

COUNCIL MEMBER GIROUX
COUNCIL MEMBER PIRSZTUK
MAYOR PRO TEM PIMENTEL
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 - Wayne Spencer

ADJOURNMENT

POSTED:

DATE: April 13, 2023
TIME: 12 PM
BY: Lili Sandoval, Deputy City Clerk

Proclamation

City of El Segundo, California

- WHEREAS,** The El Segundo Big 5 PTA Run for Education was established 31 years ago to create a healthy and fun day for the community to come together to support public education; and
- WHEREAS,** The Big 5 PTA Run for Education, is hosted by the El Segundo Council of PTA's, benefitting students attending all public schools in the district. The Run for Education has developed into the Council of PTA's largest fundraiser, welcoming over 1,500 participants from the community and surrounding areas to the streets of El Segundo to run, jog or walk the USA Track and Field certified 5k or 10k course, or Kids Fun Runs through our town; and
- WHEREAS,** The funds raised from this event are used to support a wide range of students needs including technology requests, physical education equipment, departmental supplies, and college and career preparation programs, providing for unique student experiences, as well as supporting district parent education programs; and
- WHEREAS,** Community support is of the utmost importance with this event, relying on the El Segundo Police Department, City of El Segundo, parents from all our schools, high school student volunteers, local businesses, and community members; and
- WHEREAS,** Community partners play a critical role in the success of this event. We are fortunate to have Big 5 Sporting Goods as the Title Sponsor of the Run, along with presenting sponsors, Chevron and Sky One Federal Credit Union, as well as the support of many local businesses who sponsor or participate in the event's Run Expo and "Show your Shirt and Save" promotion; and
- WHEREAS,** The goal of the El Segundo Council PTA is to positively impact the lives of children and families, serving its members and its community by providing opportunities and experiences to make El Segundo School District the best it can be.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim April 22, 2023 as "**El Segundo Big 5 PTA Run for Education Day**" in El Segundo and encourage all citizens to take part in the 31st Run.



Mayor Drew Boyles

*Mayor Pro Tem Chris Pimentel
Council Member Lance Giroux*

*Council Member Carol Pirsztuk
Council Member Ryan Baldino*

Proclamation

City of El Segundo, California

WHEREAS, the United States Government has declared April as “**Sexual Assault Awareness Month**” and Peace Over Violence has declared April 26, 2023 as “**Denim Day**” in Los Angeles County; and

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

WHEREAS, harmful attitudes about sexual violence allow these issues to persist and allow victim/survivors to be re-victimized; and

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

WHEREAS, According to Peace Over Violence, every 73 seconds an American is sexually assaulted, approximately 1-in-5 women are raped during their lifetime and youths under 18 account for about 44% of all reported, at least 25% of women experience sexual harassment in the workplace, about 75% of harassment victims experience retaliation when they reported it; and

WHEREAS, with proper education on the matter and comprehensive prevention projects, sexual violence and its unfair and traumatizing effects are preventable; and

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

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim the month of April as “**SEXUAL ASSAULT AWARENESS MONTH**” and designates April 26, 2023 as “**DENIM DAY**” and urges everyone to wear jeans on April 26, 2023 to help communicate the message that there is “no excuse and never an invitation to harass, abuse, assault or rape”.



Mayor Drew Boyles

*Mayor Pro Tem Chris Pimentel
Council Member Lance Giroux*

*Council Member Carol Pirsztuk
Council Member Ryan Baldino*

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 21, 2023

CLOSED SESSION – Mayor Boyles called to order at 4:45 PM due to lack of quorum at 4:00 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 (GOV'T CODE §54956.9(D)(1): -2- MATTER(S)

1. *In re National Prescription Opiate Litigation*, United States District Court (Northern District of Ohio) Case No. 1:17-MD-2804 (includes Teva, Allergan, Walmart, Walgreens, and CVS settlements)
2. Shawn Bonfield (Retired Firefighter) v. City of El Segundo (Workers' Compensation Claim), Claim No. 20-147567

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -1- matter.

Government Tort Claim by Keith Puckett

Initiation of litigation pursuant to Government Code §54956.9(c): -3- matter.

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (GOV'T CODE §54957.6): -7- MATTER(S)

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

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (GOV'T CODE §54956.8): -
1- MATTER(S)

1. Wyle Park - Corner of Franklin Avenue and Maryland Street, El Segundo CA 90245 (Assessor Parcel Numbers: 4135-027-023, 006,007, 008, 009, 010, 011, 032, 033, 034, 035, 036, 025, 024)

Real Property Negotiators: Darrell George, City Manager and Mark Hensley, City Attorney

Owner: Wyle Laboratories

Adjourned at 5:55 PM

OPEN SESSION – Mayor Boyles called to order at 6:05 PM

ROLL CALL

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

INVOCATION – Rabbi Dovid Lisbon, Jewish Community Center

PLEDGE OF ALLEGIANCE – Council Member Baldino

SPECIAL PRESENTATIONS:

1. AutoPulse Resuscitation Recognition presented by Fire Captain Tony Del Castillo to several members of the Fire Department for their life saving interventions.

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

Natalie Carey, resident, commented on books in The Children’s Library she feels are inappropriate for the Children’s Library.

John Pickhaver, resident, commented on item #H14, the possible formation of a Public Safety Task Force.

Monica Davis, resident, works with groups working on the Blue Butterfly habitat. Suggested the Hyperion Plant remove ice plants and plant native plants that support the endangered Blue Butterfly and also commented on the state of the Plunge.

CITY MANAGER FOLLOW-UP COMMENTS:

Aly Mancini, Recreation, Parks and Library Director spoke regarding how books are chosen for the Children's Library.

- 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 UNANIMOUS VOTE. 5/0

B. CONSENT:

2. Approve Regular City Council meeting minutes of March 7, 2023, and Special City Council meeting of March 14, 2023
(Fiscal Impact: None)
3. Approve warrants demand register for February 20, 2023 through March 5, 2023, numbers 16B and 17A: warrant numbers 3044480 through 3044676, and 9002829 through 9002830. The wire transfers for the dates January 30, 2023 through February 5, 2023 that were not included for the 3/7/2023 City Council meeting, are included for this 3/21/2023 meeting. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.
(Fiscal Impact: \$2,013,867.02 (\$1,330,151.45 in check warrants and \$683,714.57 in wire warrants))
4. PULLED BY COUNCIL MEMBER BALDINO
5. Authorize the City Manager to approve a second amendment #6441B to Contract No. 6441 with the Centre for 2022-23 to \$100,000 and the total payable compensation to \$130,000 for city-wide training workshops.
(Fiscal Impact: Included in the FY 2022-23 Budget)
6. Approve the Side Letter Agreement #5811A between the City of El Segundo and the El Segundo Police Managers' Association and adopt Resolution No. 5399 approving the side Letter Agreement between the City of El Segundo and the El Segundo Police Managers' Association.
(Fiscal Impact: None)
7. Adopt Resolution No. 5400 appointing Carol Pirsztuk, City Council Member, as an alternative representative to the Independent Cities Risk Management Authority Governing Board, and maintain Joseph Lillio, Chief Financial Officer, as the primary representative and Hank Lu, Risk Manager, as the substitute alternate representative.
(Fiscal Impact: None)

8. Declare the City vehicles identified in the staff report as surplus property and authorize the Purchasing Agent to sell surplus vehicles at public auction.
(Fiscal Impact: \$5,000 included in the FY2022-23 Budget)

9. PULLED BY COUNCIL MEMBER BALDINO

MOTION by Council Member Baldino, SECONDED by Council Member Giroux, approving Consent items 2, 3, 5, 6, 7, and 8. MOTION PASSED BY UNANIMOUS VOTE. 5/0

PULLED ITEMS:

4. 2022 General Plan and Housing Element Annual Progress Reports
(Fiscal Impact: None)

Council Member Baldino thanked staff for their diligence in completing and submitting the 2022 General Plan and Housing Element Annual Progress Report.

MOTION by Council Member Baldino, SECONDED by Mayor Pro Tem Pimentel to receive and file the 2022 General Plan and Housing Element Annual Progress Reports. MOTION PASSED BY UNANIMOUS VOTE. 5/0

9. Purchase of One New Fully Electric Shuttle Bus and Disposition of Surplus Vehicles through Auction
(Fiscal Impact: \$159,263.80 adopted FY2022-23 Budget utilizing Prop A)

Council Baldino raised a question regarding the Beach Shuttle, Dial-A-Ride and Downtown Lunch Time Shuttle.

Council Discussion

MOTION by Council Member Baldino, SECONDED by Mayor Pro Tem Pimentel authorizing Authorize the City Manager to execute an agreement to purchase one Lightning ZEV4™ Zero Emission Class 4 Shuttle Bus through a cooperative procurement exemption, declare the city vehicles identified in the staff report as surplus property and authorize the Purchasing Agent to sell surplus vehicles at auction. MOTION PASSED BY UNANIMOUS VOTE. 5/0

C. PUBLIC HEARINGS: None

D. STAFF PRESENTATIONS:

10. Topgolf Sublease Assignment and Leaseback, Lease Memorandum First Amendment, and Lease Agreement Second Amendment
(Fiscal Impact: None)

Mark Hensley, City Attorney reported on the item.

Council Discussion

MOTION by Council Member Giroux, SECONDED by Council Member Baldino approving the proposed 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 Acknowledgment of Lease Terms and Guarantor Acknowledgment of Guaranty. MOTION PASSED BY UNANIMOUS VOTE. 5/0

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk authorizing the Mayor to execute the Second Amendment to the Due Diligence and Recreation Ground Lease Agreement between the City and Centercal LLC, together with the corresponding First Amendment to Memorandum of Lease, so long as the sublease occurs by May 1, 2023 and the documents are in a form substantially similar to the drafts attached with the staff report and approved by the City Attorney. MOTION PASSED BY UNANIMOUS VOTE. 5/0

11. Replace the Budgeted Management Analyst Position in the City Manager's Office with a Special Projects Administrator; Establish an Accountant (part-time) Classification; and Revise the Job Title for the Fire Equipment Mechanic Classification
(Fiscal Impact: Included in FY2022-23 Budget)

Rebecca Redyk, Human Resources Director reported on the item.

Council Discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux approve establishment of the Special Projects Administrator (Full-time) and accountant (Part-time), and related classification specifications, approve the examination plan for the Special Projects Administrator classification and approve a revision of the Fire Equipment Mechanic job title to Senior Equipment Mechanic. MOTION PASSED BY UNANIMOUS VOTE. 5/0

Mark Hensley, City Attorney, read by title only;

RESOLUTION NO. 5401

A RESOLUTION ESTABLISHING BASIC SALARY RANGES FOR FULL TIME AND PART TIME JOB CLASSIFICATIONS

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Pimentel adopting Resolution No. 5401. MOTION PASSED BY UNANIMOUS VOTE. 5/0

12. Reasonable Accommodation Policy for Brown Act Meetings and Procedural Direction for Teleconferencing under California Assembly Bill 2449
(Fiscal Impact: None)

Tracy Weaver, City Clerk reported on the item.

Council Discussion

Mark Hensley, City Attorney, read by title only;

RESOLUTION NO. 5402

A RESOLUTION ADOPTING AN AMERICANS WITH DISABILITIES ACT REASONABLE ACCOMODATIONS REQUEST POLICY PURSUANT TO AB 2449; DIRECTING STAFF TO UPDATE MEETING AGENDA TEMPLATES; AND REQUIRING CITY COMMITTEES, COMMISSIONS AND BOARDS TO USE TRADITIONAL TELECONFERENCING PROCEDURES

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Giroux adopting Resolution No. 5402. MOTION PASSED BY UNAMOUS VOTE. 5/0

- E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS: None
- F. REPORTS – CITY CLERK – No report
- G. REPORTS – CITY TREASURER – Not present
- H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Commented on attending his first Civic Day with the ESUSD High School students.

Council Member Giroux – No report

Council Member Pirsztuk – Commented on attending Civic Day with ESUSD High School students and thanked Mr. Gast for continuing the program.

Mayor Pro Tem Pimentel – No report

Mayor Boyles – Attended Northrop’s Quarterly dinner and attended Troop 219’s Court of Honor on Saturday night.

- 13. Sister City Program Update
(Fiscal Impact: None)

Council Discussion

Council consensus to receive and file the report.

The item will be brought back later for further discussion and a more comprehensive staff report.

14. Discussion of Possibly Establishing a Public Safety Task Force
(Fiscal Impact: None)

Mayor Boyles would like to establish a task force to explore new technologies and innovations regarding policing.

Mark Hensley, City Attorney reported on the use of force issue and suggested more time is needed to address this issue.

Council Discussion

MOTION by Council Member Baldino, SECONDED by Council Member Pirsztuk approving the formation of a Public Safety Task Force with the following members; City Manager, IT Director, Police Chief, Fire Chief, Mayor Pro Tem, and the Mayor.

- I. REPORTS – CITY ATTORNEY – No report
- J. REPORTS/FOLLOW-UP – CITY MANAGER – Gave a brief Hyperion Water Reclamation Plant update.

MEMORIALS – None

Adjourned at 7:37 PM

Tracy Weaver, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
FRIDAY, MARCH 31, 2023 – 2:00 PM

CALL TO ORDER- Mayor Boyles at 2:08 PM

ROLL CALL

Mayor Boyles	-	Present
Mayor Pro Tem Pimentel	-	Absent
Council Member Pirsztuk	-	Present
Council Member Nicol	-	Present
Council Member Giroux	-	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 CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -1-matters

1. Employee Organizations: Police Officers Association (POA).

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

ADJOURNMENT at 2:25 PM

Lili Sandoval, Deputy City Clerk



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Consent

Item Number: B.5

TITLE:

Warrant Demand Register for March 6, 2023 through April 2, 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 17B, 18A, 18B, and 19A: warrant numbers 3044677 through 3045072, and 9002831 through 9002865.
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 \$6,338,603.78 (\$2,408,948.37 in check warrants and \$3,929,655.41 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

April 18, 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 17b summary
2. Register 18a summary
3. Register 18b summary
4. Register 19a summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3044677 - 3044772
9002831 - 9002857

DATE OF APPROVAL: AS OF 3/21/2023

REGISTER # 17b

001	GENERAL FUND	270,064.19
003	EXPENDABLE TRUST FUND - OTHER	750.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	1.98
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	2,449.46
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	5,910.90
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	4,698.89
119	MTA GRANT	-
120	C.O.P.S. FUND	12,359.25
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	24,383.13
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	476.43
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	44,010.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	77,918.91
502	WASTEWATER FUND	86,809.24
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	586.36
603	WORKERS COMP. RESERVE/INSURANCE	1,224.97
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	818.98
704	CULTURAL DEVELOPMENT	4,245.95
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>\$ 536,888.64</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

Joseph Rizzo
3-13-2023

CITY MANAGER

Joseph Rizzo (Acting CM for DGE)
3-13-2023

DATE:

DATE:

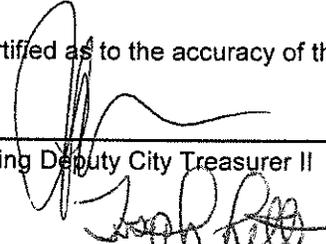
**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 3/6/23 THROUGH 3/12/23**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
3/6/2023	Employment Development	235,813.95	State SDI payment
3/6/2023	Employment Development	55,251.87	State PIT Withholding
3/10/2023	Cal Pers	624,988.54	EFT Health Insurance Payment
3/10/2023	West Basin	1,717,315.61	H2O payment
3/6/2023	Cal Pers	60,065.52	EFT Retirement Safety Police Classic - 1st Tier 28
3/6/2023	Cal Pers	49,895.34	EFT Retirement Safety Fire- Classic 30168
3/6/2023	Cal Pers	51,069.42	EFT Retirement Misc - PEPRA New 26013
3/6/2023	Cal Pers	33,043.50	EFT Retirement Misc - Classic 27
3/6/2023	Cal Pers	28,643.45	EFT Retirement Safety-Police-PEPRA New 25021
3/6/2023	Cal Pers	13,419.99	EFT Retirement Safety-Fire-PEPRA New 25020
3/6/2023	Cal Pers	12,475.77	EFT Retirement Misc - PEPRA New 26013
3/6/2023	Cal Pers	7,421.50	EFT Retirement Sfty Police Classic-2nd Tier 30169
3/6/2023	Cal Pers	795.90	EFT Retirement Safety-Police-PEPRA New 25021
3/7/2023	Unum	180.90	Long Term Care Premium - March 2023
2/13/23-2/19/23	Workers Comp Activity	38,613.87	SCRMA checks issued
2/13/23-2/19/23	Liability Trust - Claims	81,413.84	Claim checks issued/(voided)
2/13/23-2/19/23	Retiree Health Insurance		Health Reimbursement checks issued
2/13/23-2/19/23	Flexible Spending Account		Employee Health and DCA card charges
		<u>3,010,408.97</u>	

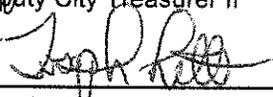
**DATE OF RATIFICATION: 3/13/23
 TOTAL PAYMENTS BY WIRE:**

3,010,408.97

Certified as to the accuracy of the wire transfers by:



 Acting Deputy City Treasurer II 3/13/2023
 Date



 Chief Financial Officer 3-13-2023
 Date



 City Manager (Acting CM for DG) 3-13-2023
 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 3/21/2023
REGISTER # 17b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	4,071.18
1201	City Treasurer	889.97
1300	City Clerk	723.33
2101	City Manager	938.54
2102	Communications	10,753.04
2103	El Segundo Media	695.33
2201	City Attorney	117.36
2401	Economic Development	1,110.28
2402	Planning	3,245.00
2405	Human and Health Services	
2500	Administrative Services	44,021.86
2601	Government Buildings	2,633.60
2900	Nondepartmental	
6100	Library	2,883.72
		<hr style="width: 100%; border: 0.5px solid black;"/> 72,083.21
PUBLIC SAFETY		
3100	Police	32,107.48
3200	Fire	45,075.53
2403	Building Safety	3,330.90
2404	Plng/Bldg Sfty Administration	1,289.84
		<hr style="width: 100%; border: 0.5px solid black;"/> 81,803.75
PUBLIC WORKS		
4101	Engineering	
4200	Streets/Park Maintenance	544.78
4300	Wastewater	287.27
4601	Equipment Maintenance	9,304.18
4801	Administration	373.37
		<hr style="width: 100%; border: 0.5px solid black;"/> 10,509.60
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	65,346.45
5400	Centennial	
		<hr style="width: 100%; border: 0.5px solid black;"/> 65,346.45
EXPENDITURES		
CAPITAL IMPROVEMENT		44,010.00
ALL OTHER ACCOUNTS		263,135.63
TOTAL WARRANTS		<hr style="width: 100%; border: 0.5px solid black;"/> 536,888.64 <hr style="width: 100%; border: 0.5px solid black;"/>

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3044773 - 3044896

DATE OF APPROVAL: AS OF 4/4/2023

REGISTER # 16a

001	GENERAL FUND	328,431.10
003	EXPENDABLE TRUST FUND - OTHER	8,986.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	6,906.15
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	223.92
110	MEASURE 'R'	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP 'A' TRANSPORTATION	-
114	PROP 'C' TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	4,008.49
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AP CUPA PROGRAM OVERSIGHT SURCHARGE	-
127	MEASURE 'M'	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	26,244.00
132	MEASURE 'B'	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	6,820.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	12,317.96
502	WASTEWATER FUND	3,423.30
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	33,991.27
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	159.77
704	CULTURAL DEVELOPMENT	475.00
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>\$ 433,986.96</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:

Joseph L. ...
3-21-23

CITY MANAGER

DATE:

Joseph L. ...
3-22-23

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 3/13/23 THROUGH 3/19/23**

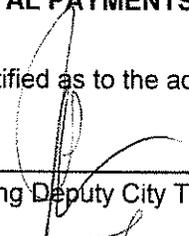
<u>Date</u>	<u>Payee</u>		<u>Description</u>
	Mission Square	65,352.05	457 payment Vantagepoint
	Mission Square	1,038.46	401(a) payment Vantagepoint
	Mission Square	2,896.95	401(a) payment Vantagepoint
	Mission Square	40.00	IRA payment Vantagepoint
	ExpertPay	2,720.76	EFT Child support payment
2/20/23-2/26/23	Workers Comp Activity	41,612.06	SCRMA checks issued
2/20/23-2/26/23	Liability Trust - Claims		Claim checks issued/(voided)
2/20/23-2/26/23	Retiree Health Insurance		Health Reimbursement checks issued
2/20/23-2/26/23	Flexible Spending Account		Employee Health and DCA card charges
		<u>113,660.28</u>	

DATE OF RATIFICATION: 3/21/23

TOTAL PAYMENTS BY WIRE:

113,660.28

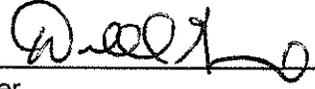
Certified as to the accuracy of the wire transfers by:



 Acting Deputy City Treasurer II 3/21/2023
 Date



 Chief Financial Officer 3-21-23
 Date



 City Manager 3-22-23
 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 4/4/2023
REGISTER # 18a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	3,464.10
1300	City Clerk	
2101	City Manager	6,750.00
2102	Communications	81.99
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	39,303.40
2402	Planning	
2405	Human and Health Services	960.00
2500	Administrative Services	55,025.08
2601	Government Buildings	38,929.88
2900	Nondepartmental	86.39
6100	Library	16,962.90
		161,563.74
PUBLIC SAFETY		
3100	Police	16,918.36
3200	Fire	12,546.07
2403	Building Safety	7,004.32
2404	Plng/Bldg Sfty Administration	
		36,468.75
PUBLIC WORKS		
4101	Engineering	33,718.99
4200	Streets/Park Maintenance	59,972.40
4300	Wastewater	337.17
4601	Equipment Maintenance	7,098.92
4801	Administration	
		101,127.48
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	18,840.04
5400	Centennial	117.45
		18,957.49
EXPENDITURES		
	CAPITAL IMPROVEMENT	6,820.00
	ALL OTHER ACCOUNTS	109,049.50
	TOTAL WARRANTS	433,986.96

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3044897 - 3044988
9002858 - 9002858

DATE OF APPROVAL: AS OF 4/4/2023

REGISTER # 18b

001	GENERAL FUND	801,325.85
003	EXPENDABLE TRUST FUND - OTHER	1,000.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	-
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	5,938.85
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AP CUPA PROGRAM OVERSIGHT SURCHARGE	-
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	6,000.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	23,658.25
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	1,587.81
502	WASTEWATER FUND	40,754.50
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE INSURANCE	49.24
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	1,330.00
704	CULTURAL DEVELOPMENT	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	\$ 881,642.50

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:

Joseph A. [Signature]
3-27-2023

CITY MANAGER

DATE:

[Signature]
3-29-23

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES: Stale 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
 3/20/23 THROUGH 3/26/23**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
3/20/2023	IRS	253,410.01	Federal 941 Deposit - for 6/30/21
3/20/2023	Employment Development	3,761.30	State SDI payment
3/20/2023	Employment Development	57,416.85	State PIT Withholding
3/22/2023	Cal Pers	60,079.42	EFT Retirement Safety Police Classic - 1st Tier 28
3/22/2023	Cal Pers	51,977.91	EFT Retirement Misc - PEPRA New 26013
3/22/2023	Cal Pers	51,552.76	EFT Retirement Safety Fire- Classic 30168
3/22/2023	Cal Pers	33,016.21	EFT Retirement Misc - Classic 27
3/22/2023	Cal Pers	28,886.75	EFT Retirement Safety-Police-PEPRA New 25021
3/22/2023	Cal Pers	14,033.99	EFT Retirement Safety-Fire-PEPRA New 25020
3/22/2023	Cal Pers	7,421.50	EFT Retirement Sfty Police Classic-2nd Tier 30169
2/27/23-3/5/23	Workers Comp Activity	69,108.15	SCRMA checks issued
2/27/23-3/5/23	Liability Trust - Claims	126,428.72	Claim checks issued/(voided)
2/27/23-3/5/23	Retiree Health Insurance		Health Reimbursement checks issued
2/27/23-3/5/23	Flexible Spending Account		Employee Health and DCA card charges
		757,093.57	

DATE OF RATIFICATION: 3/23/23

TOTAL PAYMENTS BY WIRE:

757,093.57

Certified as to the accuracy of the wire transfers by:

 Acting Deputy City Treasurer II

 Date

3/23/23

 Chief Financial Officer

 Date

3-28-2023

 City Manager

 Date

3/29/23

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 4/4/2023
REGISTER # 18b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	3,768.14
1201	City Treasurer	1,951.60
1300	City Clerk	835.22
2101	City Manager	2,150.57
2102	Communications	44.72
2103	El Segundo Media	
2201	City Attorney	1,500.00
2401	Economic Development	44.72
2402	Planning	150.00
2405	Human and Health Services	2,370.06
2500	Administrative Services	49,251.27
2601	Government Buildings	8,503.00
2900	Nondepartmental	29,112.97
6100	Library	1,959.27
		<hr/> 101,641.54
PUBLIC SAFETY		
3100	Police	471,485.18
3200	Fire	2,479.80
2403	Building Safety	4,098.08
2404	Plng/Bldg Sfty Administration	127.76
		<hr/> 478,190.82
PUBLIC WORKS		
4101	Engineering	7,533.00
4200	Streets/Park Maintenance	64,804.80
4300	Wastewater	
4601	Equipment Maintenance	1,835.59
4801	Administration	
		<hr/> 74,173.39
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	91,677.51
5400	Centennial	
		<hr/> 91,677.51
EXPENDITURES		
	CAPITAL IMPROVEMENT	23,656.25
	ALL OTHER ACCOUNTS	112,302.99
	TOTAL WARRANTS	<hr/> <hr/> 881,642.50

Check History Listing
CITY OF EL SEGUNDO

Bank code: chasap

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
3044989	03/23/2023	18173 ATTN: APRIL FLORES CRO			2021-0120	09/14/2021	1,500.00	
					2021-0121	09/14/2021	1,500.00	3,000.00
3044990	03/23/2023	18173 ATTN: APRIL FLORES CRO			2020-0303	09/22/2021	5,000.00	5,000.00
							chasap Total:	8,000.00
2 checks in this report							Total Checks:	8,000.00

state dated voided checks re-issue

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3044991 - 3045072
9002859 - 9002865

DATE OF APPROVAL: AS OF 4/18/2023

REGISTER # 19a

001	GENERAL FUND	365,259.57
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	2.85
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	125.00
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	4,423.27
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	68.09
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	9,745.50
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AP CUPA PROGRAM OVERSIGHT SURCHARGE	34.33
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	4,766.80
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	40,775.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	2,016.50
502	WASTEWATER FUND	3,571.53
503	GOLF COURSE FUND	53.67
505	SOLID WASTE FUND	67,993.04
601	EQUIPMENT REPLACEMENT	52,152.65
602	LIABILITY INSURANCE	12.31
603	WORKERS COMP. RESERVE/INSURANCE	21.72
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
704	CULTURAL DEVELOPMENT	5,406.44
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>\$ 556,430.27</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

Joseph K...

CITY MANAGER

Paul...

DATE:

4-6-23

DATE:

4-6-23

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
 3/27/23 THROUGH 4/2/23**

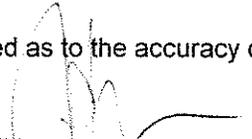
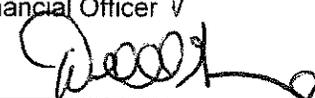
<u>Date</u>	<u>Payee</u>		<u>Description</u>
3/31/2023	Mission Square	3,315.54	457 payment Vantagepoint
3/31/2023	Mission Square	1,038.46	401(a) payment Vantagepoint
3/31/2023	ExpertPay	2,720.76	EFT Child support payment
3/6/23-3/12/23	Workers Comp Activity	23,495.61	SCRMA checks issued
3/6/23-3/12/23	Liability Trust - Claims	8,086.85	Claim checks issued/(voided)
3/6/23-3/12/23	Retiree Health Insurance	9,835.37	Health Reimbursement checks issued
3/6/23-3/12/23	Flexible Spending Account		Employee Health and DCA card charges
		<u>48,492.59</u>	

DATE OF RATIFICATION: 3/30/23

TOTAL PAYMENTS BY WIRE:

48,492.59

Certified as to the accuracy of the wire transfers by:

	<u>3/30/2023</u>
Acting Deputy City Treasurer II	Date
	<u>4-6-23</u>
Chief Financial Officer	Date
	<u>4-6-23</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 4/18/2023
REGISTER # 19a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	231.54
1201	City Treasurer	2,092.18
1300	City Clerk	40,666.78
2101	City Manager	5,747.02
2102	Communications	4,616.11
2103	El Segundo Media	
2201	City Attorney	13,157.45
2401	Economic Development	11,853.01
2402	Planning	
2405	Human and Health Services	1,081.00
2500	Administrative Services	23,660.81
2601	Government Buildings	70,466.86
2900	Nondepartmental	29,728.54
6100	Library	6,701.11
		210,002.41
PUBLIC SAFETY		
3100	Police	64,560.87
3200	Fire	5,058.54
2403	Building Safety	903.89
2404	Plng/Bldg Sfty Administration	819.47
		71,342.77
PUBLIC WORKS		
4101	Engineering	1,595.01
4200	Streets/Park Maintenance	36,915.30
4300	Wastewater	674.04
4601	Equipment Maintenance	7,154.90
4801	Administration	83.40
		46,422.65
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	22,614.84
5400	Centennial	
		22,614.84
EXPENDITURES		
	CAPITAL IMPROVEMENT	40,775.00
	ALL OTHER ACCOUNTS	165,272.60
	TOTAL WARRANTS	556,430.27



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Consent

Item Number: B.6

TITLE:

Pavement Rehabilitation Project Plan and Identify FY 2023-24 SB 1 Funding as the Funding Source

RECOMMENDATION:

1. Adopt Resolution approving plans and specifications for the FY 2023-24 Pavement Rehabilitation Project (Project No. PW 23-01) and authorize advertising for construction.
2. Adopt Resolution identifying the source of partial funding in the amount of \$427,611 for the proposed FY 2023-24 Pavement Rehabilitation Project to be from FY 2023-24 SB 1 fund (Senate Bill 1 of 2017, the "Road Repair and Accountability Act").
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The estimated total project cost is \$1,589,000 and is included in the proposed FY 2023-24 Budget to be considered by City Council on June 6, 2023.

Amount Proposed in the FY 2023-24 Budget: \$1,600,000

Additional Appropriation: No

Account Numbers: \$368,921 FY 2022-23 (SB 1), \$427,611 FY 2023-24 (SB 1), \$792,468 (SB 1, Prop C, Measure R and/or Gas Tax to be determined by finance)

BACKGROUND:

The Public Works Department implements and administers a five-year (2021-25) Pavement Management Program (PMP) regarding the rehabilitation of the City's roadway system to ensure public health and safety and manage the life of the roadway system effectively and efficiently. Based on existing records and field reviews, the PMP assigns a Pavement Condition Index (PCI) to all roadway segments in the City on a

Pavement Rehabilitation Project

April 18, 2023

Page 2 of 3

scale from 0-100, with 100 representing like-new pavement. Scores below 75 require some type of preventive maintenance depending on the extent of the roadway distress, which can range from a slurry-seal, to complete reconstruction. The current five-year PMP aims to increase the citywide average PCI score from 73 at the beginning of FY 2021-22 to 75 by the end of FY 2025-26, given the funding limitations.

Senate Bill 1 (SB 1), the “Road Repair and Accountability Act” of 2017, was signed into law on April 28, 2017, and will provide over \$50 billion over ten years to fix roads, freeways, and bridges in California. On June 7, 2022, the City Council adopted Resolution No. 5334 to designate \$368,921 of FY 2022-23 SB 1 funds for the slurry-seal operation for the Northwest Quadrant of the city, bordered by Mariposa Avenue and Sheldon Street. However, a significant number of street segments within this quadrant will require grind & overlay for pavement rehabilitation, rather than slurry-seal, because of the worsening condition of roadways. This is due to the exceptional amounts of rainfall which we have received this year. It is to be noted that the grind and overlay approach is more costly than slurry-seal operation. At this time, staff is recommending the designation of the SB 1 funds in the estimated amount of \$427,611 for FY 2023-24. The rest of the required funding for this project will be appropriated through FY 2023-24 budget adoption from Prop C, Measure R, Gas Tax. Prior to receiving the portion of SB 1 funds from the State Controller in the estimated amount of \$427,611 for FY 2023-24, the City must submit to the California Transportation Commission (CTC) a list of streets within the area that is to be funded with SB 1 funds pursuant to an adopted City Resolution by July 1, 2023.

DISCUSSION:

This year's pavement rehabilitation project will focus on the Northwest Quadrant of the City, north of Mariposa Avenue and west of Sheldon Street. The following streets will undergo a two-inch grind & overlay operation while the remaining streets in this area will receive slurry-sealed operation as shown on the attached map:

	2-Inch Grind and Overlay Street	From	To	Average PCI
1	Eucalyptus Dr.	Arena St.	E. Mariposa Ave.	52
2	Hillcrest St.	W. Imperial Ave.	W. Mariposa Ave.	62
3	E. Maple Ave.	Sheldon St.	Eucalyptus Dr.	61
4	Pepper St.	E. Imperial Ave.	E. Maple Ave.	56
5	Richmond St.	W. Palm Ave.	W. Mariposa	54

Pavement Rehabilitation Project

April 18, 2023

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			Ave.	
6	W. Sycamore Ave.	Main St.	Hillcrest St.	63

The remaining streets in the Northwest Quadrant, with a total area of approximately 1,282,000 square feet, will be slurry-sealed, with the exception of Sheldon Street from West Oak Avenue to West Mariposa Avenue. This is due to the fact that an open-trench sanitary sewer main repair is planned this year for this street segment, after which the street will be grinded and overlaid as part of the sewer repair project.

Staff requests that City Council approve the recommended actions as noted. With the Council's authorization, the anticipated schedule is as follows:

April/May 2023 - Advertise and Bid Project

June 2023 - Award Contract

July 2023 - Begin Construction

September 2023 - Complete Construction

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:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution FY 23-24 Pave Rehab Plan Adoption PW 23-01
2. Resolution FY 23-24 SB-1 Fund Adoption PW 23-01
3. Vicinity Map PW 23-01
4. Location Map PW 23-01

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE FY 23-24 PAVEMENT REHABILITATION PROJECT, PROJECT NO. PW 23-01 PURSUANT TO GOVERNMENT CODE SECTION 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

- A. The City Engineer prepared specifications and plans requesting Construction of the FY 23-24 Pavement Rehabilitation Project (the "Project"). These plans are complete. Bidding for construction of the Project may begin;
- B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity; Authorization.

- A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.
- B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.
- C. The approval granted by this Resolution conforms with the City's General Plan.
- D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.
- E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: Project Payment Account. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish a fund containing sufficient monies from the current fiscal year budget to pay for the Project ("Project Payment Account") following receipt of construction bids. The Project Payment Account will be the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

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

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

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

_____ for
Mark D. Hensley
City Attorney

RESOLUTION NO. __

RESOLUTION TO ADOPT PROJECT PW 23-01, NORTHWEST QUADRANT BORDERED BY MARIPOSA AVENUE AND SHELDON STREET, PAVEMENT REHABILITATION TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

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

- A.** Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and
- B.** SB 1 includes accountability and transparency provisions that will ensure the residents of City of El Segundo are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and
- C.** The City of El Segundo must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and
- D.** The City of El Segundo will receive an estimated \$427,611 in RMRA funding in Fiscal Year 2023/24 from SB 1; and
- E.** This is the sixth year in which the City of El Segundo is receiving SB 1 funding and will enable the City of El Segundo to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and
- F.** The City of El Segundo has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and
- G.** The City of El Segundo used a Pavement Management Program to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and
- H.** The funding from SB 1 will help the City of El Segundo maintain and rehabilitate roadways in the northwest quadrant of the City bordered by Mariposa Avenue and Sheldon Street this year and many similar projects into the future; and

- I. The 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of El Segundo streets and roads are in a fair condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and
- J. The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

SECTION 2: The City Council finds that the foregoing recitals and true and correct and adopts the following list of newly proposed projects will be funded in-part with Fiscal Year 2023/24 Road Maintenance and Rehabilitation Account revenues:

Northwest Quadrant Bordered by Mariposa Ave. and Sheldon St. Pavement Rehabilitation Project includes slurry sealing treatment of asphalt concrete of the bounded area and 2-inch grind and overlay of asphalt pavement on the following street segments:

- 1. Eucalyptus Drive from Arena Street to E. Mariposa Avenue
- 2. Hillcrest Street from W. Imperial Avenue to W. Mariposa Avenue
- 3. E. Maple Avenue from Sheldon Street to Eucalyptus Drive
- 4. Pepper Street from E. Imperial Avenue to E. Maple Avenue
- 5. Richmond Street from W. Palm Avenue to W. Mariposa Avenue
- 6. W. Sycamore Avenue from Main Street to Hillcrest Street

The project is anticipated to start in July 2023 and complete in September 2023 and expected to extend pavement life for at least six years to ten years.

SECTION 3: Construction. This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. 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 Resolution.

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

SECTION 5: 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 6: This Resolution will become effective immediately and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 18th day of April, 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

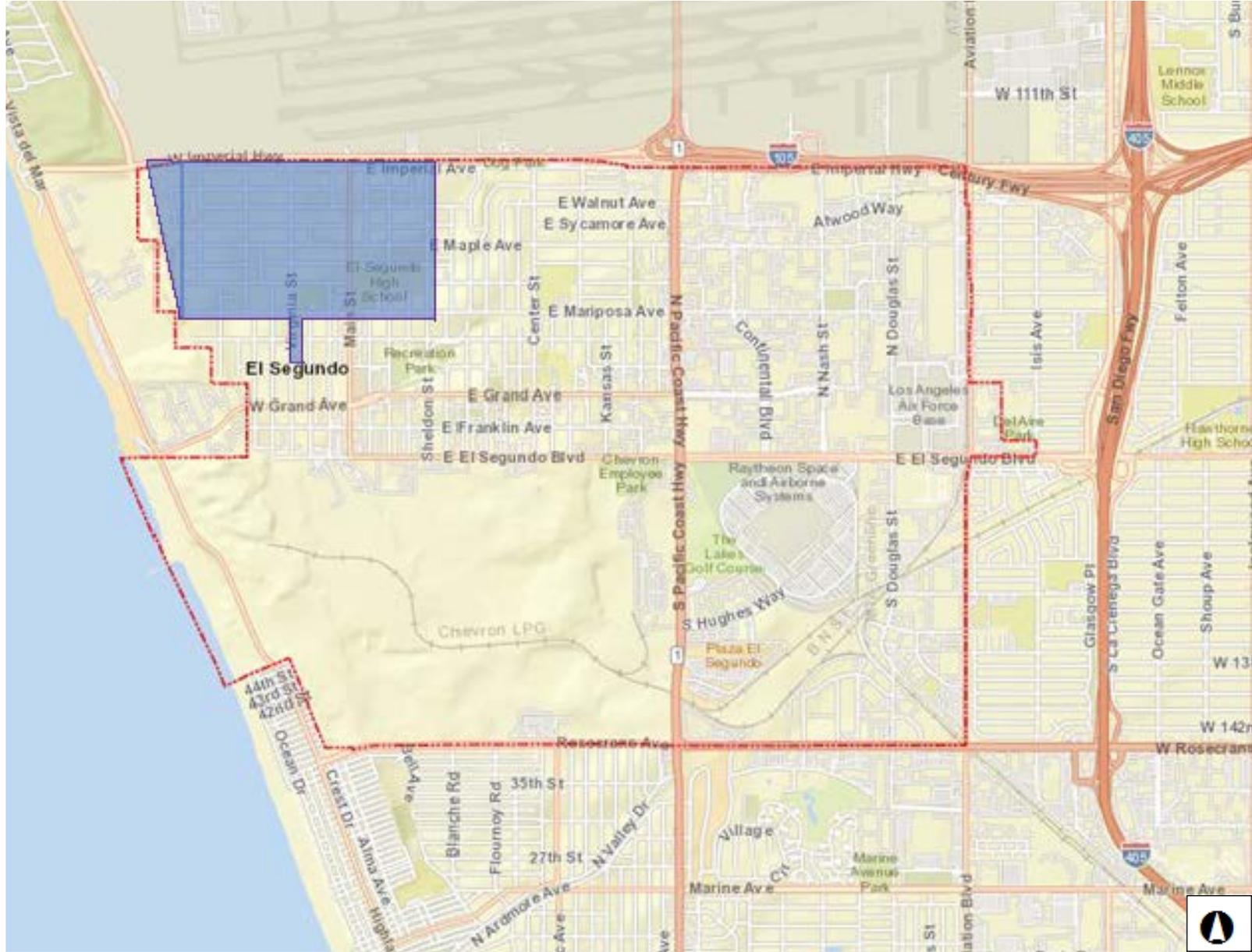
APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



Vicinity Map

PW 23-01: FY 23/24 Pavement Rehabilitation 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

PW 23-01: FY 23/24 Pavement Rehabilitation Project



Legend

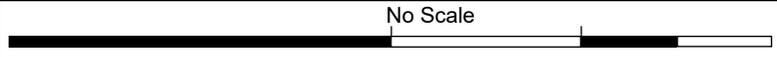
- City Boundary
- █ Construct 2-inch-deep grind and overlay
- █ Install Type II slurry seal
- █ Previously overlaid area still in good condition

Sheldon St. overlay from E. Mariposa Ave. to E. Oak Ave. to occur on different FY 23/24 project.

Alley behind 407 Concord St.



Notes



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City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Consent

Item Number: B.7

TITLE:

Notice of Construction Completion for Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project

RECOMMENDATION:

1. Accept the Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project No. PW 22-16 by Downstream Services, Inc. as complete.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2022-23 Budget

Amount Budgeted: \$285,000.00

Additional Appropriation: None.

Account Number(s): 502-400-8204-8647 (Wastewater/Sewer Main Repair)

BACKGROUND:

On November 15, 2022, City Council awarded a standard Public Works Contract to Downstream Services, Inc. in the amount of \$249,378.00 and approved a construction contingency amount of \$35,622.00 to rehabilitate the two metering structures at Imperial Avenue and Sand Hill locations.

DISCUSSION:

The metering structure rehabilitation project began in December 2022 and was completed in February 2023 by Downstream Services, Inc. The inspection work was performed by city staff and the project was completed in accordance with the plans and

Construction Completion of the Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project

April 18, 2023

Page 2 of 2

specifications to the full satisfaction of the City Staff. During construction, additional adjacent areas to the metering structure had to be stabilized and waterproofed. This work was added to the scope of this project, which necessitated a change order of \$11,930, for a total project cost of \$250,571.

Staff recommends that the City Council approve the recommended actions as noted.

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:

Arianne Bola, Sr. Engineer Associate

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

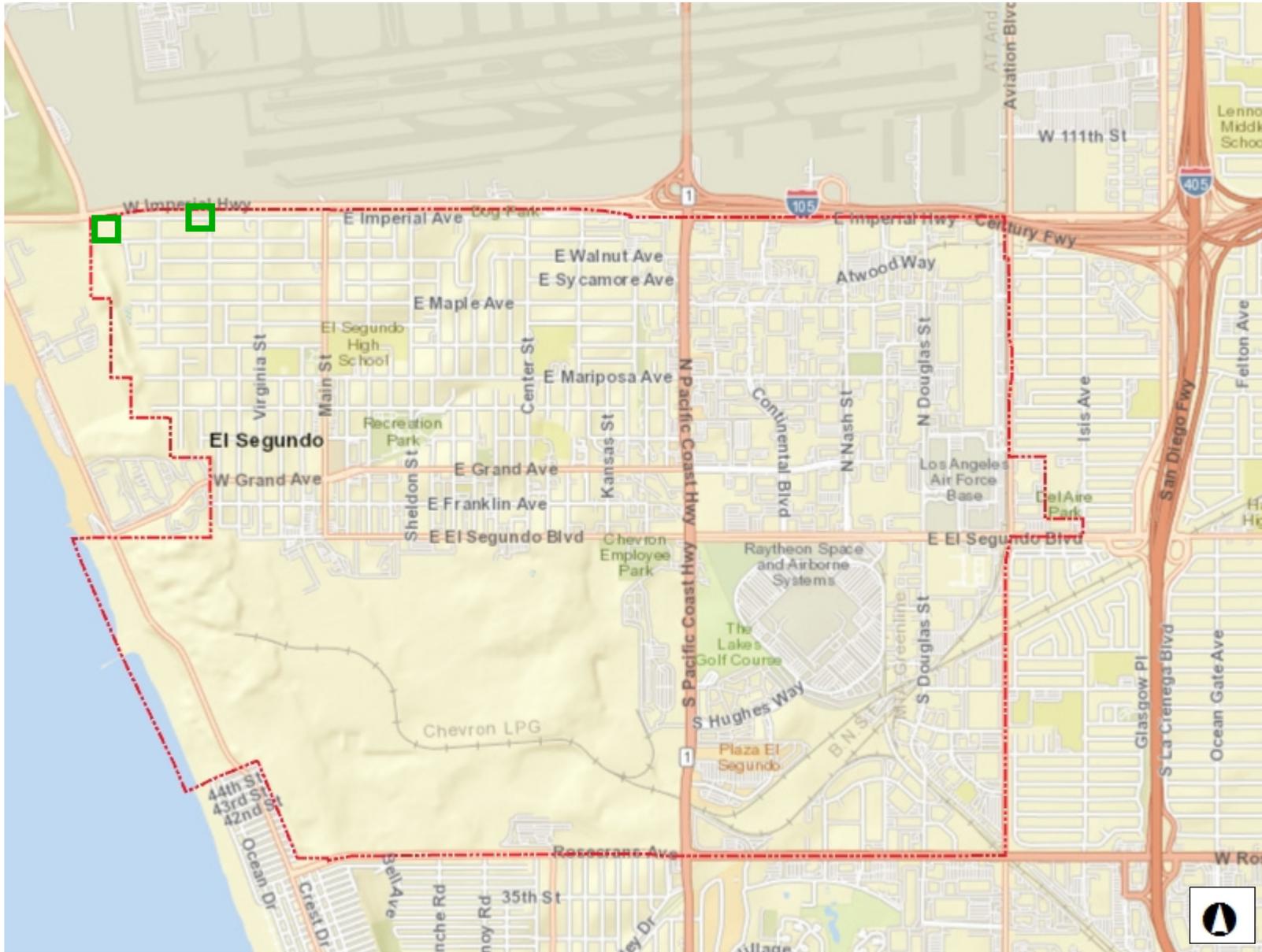
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map
2. Location Map
3. Notice of Completion



PW 22-16 Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project Vicinity Map



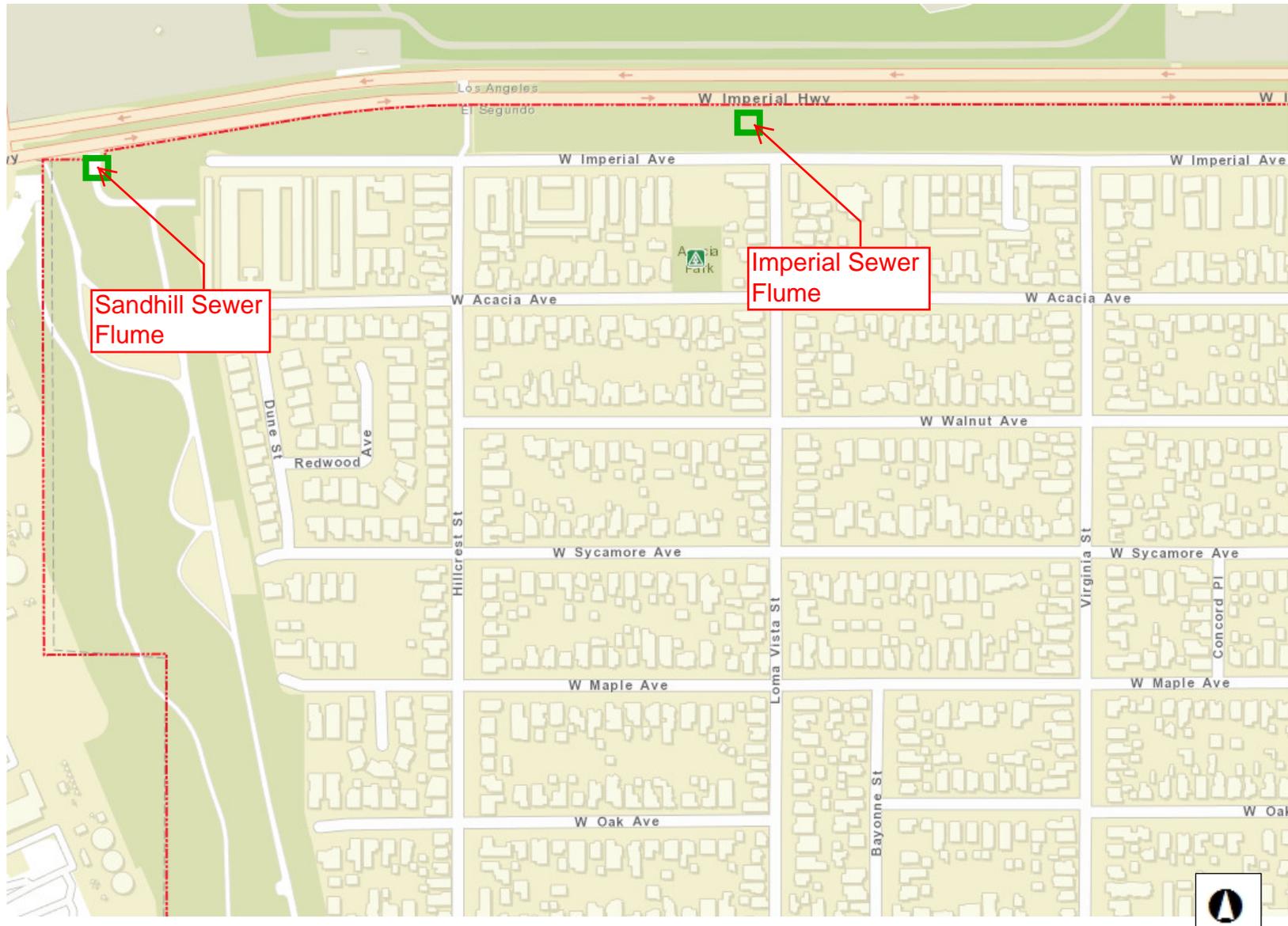
6,018.7 0 3,009.33 6,018.7 Feet

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.



PW 22-16 Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project Location Map



Sandhill Sewer Flume

Imperial Sewer Flume

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.

**Recording Requested by
and When Recorded Mail To:**

**City Clerk, City Hall
350 Main Street
El Segundo, CA 90245**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project

Project No.: PW 22-16 Contract No. 6535

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: Public Facilities
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on February 28, 2023. The work done was: sewer flume improvements
6. On April 18, 2023, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: Downstream Services, Inc.
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows:
Imperial Sewer Flume and Sand Hill Sewer Flume Rehabilitation Project
9. The street address of said property is: Imperial Avenue and Sand Hill Area, El Segundo, CA, 90245

Dated: _____

Elias Sassoon
Public Works Director

VERIFICATION

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

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

Executed on _____, 2023 at El Segundo, California. 90245

Elias Sassoon
Public Works Director



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Consent

Item Number: B.8

TITLE:

Amendment to Agreement with Clifton Larson Allen LLP to Augment Auditing Services and Extend Term

RECOMMENDATION:

1. Approve a third amendment to Agreement No. 5778 with Clifton Larson Allen LLP to exercise the contract option to renew the agreement for one-year and for an additional \$72,800 to increase the total contract amount to \$317,773 (five-year period) for audit services.
2. Authorize the City Manager to execute the amended agreement.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Will be included in FY 2023-24 Budget

Proposed Budget: \$72,800

Additional Appropriation: None.

Account Number: 001-400-2502-6214 (Finance Department - Professional Services)

BACKGROUND:

California law requires municipalities to change audit firms, or change the audit team, every five years. In July 2019, a request for proposals for professional (RFP) auditing services was sent out to 17 professional audit firms. The City received responses from six firms. Finance staff reviewed each RFP and rated each firm on their professional personnel, technical qualifications, audit approach and the price for the engagement. The City's current audit firm, Clifton Larson Allen LLP (formerly known as White, Nelson, Diehl and Evans LLP), was rated the highest by three of the four staff members who rated the firms and had the highest average rating of the six firms. Clifton Larson Allen LLP proposed to complete a three-year engagement for \$180,573 for fiscal years 2018/2019, 2019/2020, and 2020/2021, with the option to renew for an additional two,

Clifton Larson Allen Contract Amendment

April 18, 2023

Page 2 of 2

one-year audit engagements: for FY 2021-22 and FY 2022-23.

DISCUSSION:

Based on the excellent services delivered to the City over the past four years, staff recommends exercising the second and final one-year renewal option available within the existing contract. By exercising this option, Clifton Larson Allen LLP will audit the City's financials for FY 2022-23. This will require an amendment to the contract with Clifton Larson Allen LLP to include audit services through June 30, 2024, as well as amending the contract amount by \$72,800 (as reflected in exhibit B as amendment #5778C). With the approval of the renewal option, the total contract amount for audit services provided to the City over a four-year period is \$317,773.

Towards the end of the 2023 calendar year, staff will issue a RFP for a new three to five year audit services contract. The review and selection process of responding CPA firms is anticipated to conclude by February 2024. The fee structure for FY 2022-23 audit is attached as exhibit A.

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:

Joseph Lillio, Chief Financial Officer

REVIEWED BY:

Joseph Lillio, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Exhibit A: Proposed fees for FY 2021-22 & FY 2022-23
2. Exhibit B: CliftonLarsonAllen Third Amendment_#5778C
3. Exhibit C: Agreement No. 5778 with White Nelson Diehl Evans LLP
4. Exhibit D: White Nelson Diehl Evans LLP - PS Agr#5778A
5. Exhibit E: City Contract_CLA_ Amendment #5778B



CliftonLarsonAllen LLP
2875 Michelle Drive, Suite 300
Irvine, CA 92606

phone 714-978-1300 fax 714-978-7893
CLAconnect.com

June 27, 2022

Joe Lillio, Director of Finance
City of El Segundo
350 Main Street
El Segundo, CA 90245

Dear Mr. Lillio,

We are pleased to present our proposed fees to continue to provide audit and related services to the City of El Segundo for the fiscal year ending June 30, 2022, and June 30, 2023.

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

Service	June 30, 2022	June 30, 2023
City Audit (1)	\$59,400	\$63,000
Single Audit (2)	\$4,700	\$5,000
State Controller's Report	\$4,500	\$4,800
Total	\$68,600	\$72,800

(1) The fee is for the audit, financial statement preparation, GANN AUP, and SAS 114 and SAS 115 letters.
(2) The fee contemplates auditing one major program. Additional major programs will be audited for an additional cost of \$3,500 each.

If you have any questions about our offerings, please do not hesitate to contact me via phone at 714-795-5387 or email nitin.patel@claconnect.com.

Sincerely,
CliftonLarsonAllen LLP

Nitin Patel, CPA
Principal

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT NO. 5778
BETWEEN
THE CITY OF EL SEGUNDO AND
CLIFTON, LARSON, ALLEN, LLP**

This third amendment (“Amendment”) to Agreement No. 5778 (“Agreement”) is entered into this 18th day of April, 2023, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city (“CITY”) and CLIFTON, LARSON, ALLEN, LLP, Certified Public Accountants and Consultants, a Minnesota limited liability partnership (“CONSULTANT”). The parties agree as follows:

1. The CITY previously entered into the Agreement with WHITE, NELSON, DIEHL, EVANS, LLP for audit services. The term of the Agreement was from October 1, 2019 to September 30, 2022.
2. White, Nelson, Diehl, Evans, LLP notified the CITY that it will join the firm of CLA (Clifton, Larson, Allen, LLP) on November 1, 2020. Accordingly, effective November 1, 2020, and pursuant to Section 34 of the Agreement, the CITY and White Nelson Diehl Evans, LLP amended the Agreement to identify CLA (Clifton, Larson, Allen, LLP) as the Consultant (Agreement No. 5778A).
3. The CITY entered into a second amendment on August 16, 2022, to extend the Agreement’s term through September 30, 2022.
4. Pursuant to Agreement Section 34, Section 1(C) of the Agreement is amended to increase the total compensation amount by \$72,800, for a new total not-to-exceed total amount of the Agreement of \$321,973.
5. Pursuant to Agreement Section 34, Exhibit “A” of the Agreement is amended to include Attachment 1 to this Amendment, which is incorporated by reference.
6. Pursuant to Agreement Section 34, Section 7 is amended to extend the Agreement’s term for the second additional year option, through June 30, 2024.
7. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date. In accordance with Government Code §16.5, the parties agree that this Amendment will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.
8. Except as modified by this Amendment, all other terms and conditions of Agreement No. 5778 remain the same.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO

CLIFTON, LARSON, ALLEN, LLP

Darrell George,
City Manager

Nitin Patel,
Principal

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

Joaquin Vazquez,
Assistant City Attorney

Agreement No. ____ [City Clerk assigns] ____



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND
WHITE NELSON DIEHL EVANS LLP**

This AGREEMENT is made and entered into this 1st day of October, 2019, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and WHITE NELSON DIEHL EVANS LLP, Certified Public Accountants and Consultants ("CONSULTANT"). The parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed one hundred eighty thousand five hundred seventy three dollars (\$180,573) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to

Agreement No. ____ [City Clerk assigns]__

cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

7. TERM. The term of this Agreement will be from October 1, 2019, to September 30, 2022. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";

Agreement No. ____ [City Clerk assigns]__

- B. Termination as stated in Section 15.

8. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 22 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

9. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight (48) hours, in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

10. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit: A: Scope of Work.
- B. Exhibit: B: Schedule of Fees

11. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

12. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

13. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

Agreement No. ___[City Clerk assigns]___

14. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

Agreement No. ____ [City Clerk assigns] ____

17. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

18. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

Agreement No. ___[City Clerk assigns]___

- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

19. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

20. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

22. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000

Agreement No. ____ [City Clerk assigns]__

Workers compensation

Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 155.

23. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

Agreement No. ___[City Clerk assigns]___

24. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

25. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

White Nelson Diehl Evans LLP.
2875 Michelle Drive, Suite 300
Irvine, California 92606
Attention: Nitin Patel
Phone: (714) 978-1300
Email: npatel@wndecpa.com

If to CITY:

City of El Segundo
350 Main Street
El Segundo, CA
Attention: Joe Lillio
Phone: 310-524-2315
Email: jlillio@elsegundo.org

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

26. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

27. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

28. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

Agreement No. ____ [City Clerk assigns]__

29. INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

30. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. ENTIRE AGREEMENT. This Agreement, and its Exhibit(s), sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

32. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

33. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

34. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

35. ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic (.pdf) or facsimile transmission. Such electronic or facsimile signature will be treated in all respects as having the same effect as an original signature.

36. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

37. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

38. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable

Agreement No. ____ [City Clerk assigns]__

control, then the Agreement will immediately terminate without obligation of either party to the other.

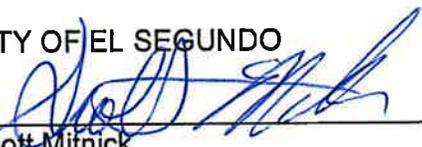
39. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]

Agreement No. ___[City Clerk assigns]___

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO



Scott Mitnick,
City Manager

White Nelson Diehl Evans LLP



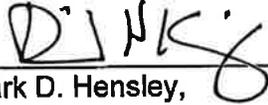
Nitin Patel
Engagement Partner

ATTEST:

 *FW*

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

 for

Mark D. Hensley,
City Attorney



SPECIFIC AUDIT APPROACH

ENTITIES TO BE INCLUDED

City of El Segundo (City)
Park Vista Housing Authority (Authority)

REPORTS TO BE ISSUED AND DUE DATES

	Draft Due Date	Final Draft Due Date
City of El Segundo:		
Comprehensive Annual Financial Report	February 28	March 31
Management Letter (SAS 115)	February 28	March 31
Communication to Those in Charge of Governance (SAS 114)	February 28	March 31
Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	February 28	March 31
Report on Compliance with Article XIIIB Appropriation Limit	February 28	March 31
Single Audit Report:		
• Independent Auditors' Report on Compliance for Each Major Program and Internal Control Over Compliance Required by OMB Circular A-133	February 28	March 31
State Controller's Report for the City	N/A	As required by SCO

CITY OF EL SEGUNDO

**TOTAL ALL-INCLUSIVE MAXIMUM PRICE
FOR REPORTS TO BE ISSUED**

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>Optional Years</u>	
				<u>FY 2021-22</u>	<u>FY 2022-23</u>
City of El Segundo (1)	\$ 51,920	\$ 51,920	\$ 53,013	\$ 54,100	\$ 55,229
Single Audit (2)	4,000	4,000	4,090	4,186	4,280
State Controller's Report	<u>3,850</u>	<u>3,850</u>	<u>3,930</u>	<u>4,010</u>	<u>4,090</u>
Total Not-to-Exceed Maximum Price	<u>\$ 59,770</u>	<u>\$ 59,770</u>	<u>\$ 61,033</u>	<u>\$ 62,296</u>	<u>\$ 63,599</u>

(1) The fee is for the audit, CAFR preparation, Gann Report, and SAS 114 and SAS 115 letters.

(2) The fee contemplates auditing one major program. Additional major programs will be audited for an additional cost of \$2,500.

CITY OF EL SEGUNDO

**TOTAL ALL-INCLUSIVE MAXIMUM PRICE
FOR REPORTS TO BE ISSUED**

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>Optional Years</u>	
				<u>FY 2021-22</u>	<u>FY 2022-23</u>
City of El Segundo (1)	\$ 51,920	\$ 51,920	\$ 53,013	\$ 54,100	\$ 55,229
Single Audit (2)	4,000	4,000	4,090	4,186	4,280
State Controller's Report	<u>3,850</u>	<u>3,850</u>	<u>3,930</u>	<u>4,010</u>	<u>4,090</u>
Total Not-to-Exceed Maximum Price	<u>\$ 59,770</u>	<u>\$ 59,770</u>	<u>\$ 61,033</u>	<u>\$ 62,296</u>	<u>\$ 63,599</u>

(1) The fee is for the audit, CAFR preparation, Gann Report, and SAS 114 and SAS 115 letters.

(2) The fee contemplates auditing one major program. Additional major programs will be audited for an additional cost of \$2,500.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT NO. 5778
BETWEEN
THE CITY OF EL SEGUNDO AND
WHITE NELSON DIEHL EVANS, LLP**

This first Amendment is entered into this 12th day of January, 2021, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city (“CITY”) and WHITE NELSON DIEHL EVANS, LLP, Certified Public Accountants and Consultants (“CONSULTANT”). The parties agree as follows:

1. The CITY previously entered into an agreement with White, Nelson, Diehl Evans LLP for audit services (Agreement 5778, hereafter “Agreement”). The term of the Agreement was from October 1, 2019 to September 30, 2022.
2. Recently, White, Nelson, Diehl, Evans, LLP notified the CITY that it will join the firm of CLA (Clifton, Larson, Allen, LLP) on November 1, 2020. Accordingly, effective November 1, 2020, and pursuant to Section 35 of the Agreement, the CITY and White Nelson Diehl Evans, LLP hereby amend the Agreement to reference CLA (Clifton, Larson, Allen, LLP) as the Consultant.
3. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.
4. Except as modified by this Amendment, all other terms and conditions of Agreement No. 5778 remain the same.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO

CLIFTON, LARSON, ALLEN, LLP

Joseph Lillio

Digitally signed by Joseph Lillio
DN: cn=Joseph Lillio, o=City of El Segundo,
ou=Director of Finance,
email=jlillio@elsegundo.org, c=US
Date: 2021.01.25 18:46:54 -08'00'

Joseph Lillio,
Chief Financial Officer

Christian J. Rogers

Chris Rogers

ATTEST:

Tracy Weaver

for

Tracy Weaver,
City Clerk

Taxpayer ID No. 41-0746749

APPROVED AS TO FORM:

Mark D. Hensley

for

Mark D. Hensley,
City Attorney

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT NO. 5778
BETWEEN
THE CITY OF EL SEGUNDO AND
CLIFTON LARSON ALLEN, LLP**

This second Amendment is entered into this 16th day of August, 2022, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and CLIFTON LARSON ALLEN, LLP, Certified Public Accountants and Consultants ("CONSULTANT"). The parties agree as follows:

1. The CITY previously entered into an agreement with WHITE, NELSON, DIEHL, EVANS, LLP for audit services (Agreement No. 5778, hereafter "Agreement"). The term of the Agreement was from October 1, 2019 to September 30, 2022.
2. White, Nelson, Diehl, Evans, LLP notified the CITY that it will join the firm of CLA (Clifton, Larson, Allen, LLP) on November 1, 2020. Accordingly, effective November 1, 2020, and pursuant to Section 34 of the Agreement, the CITY and White Nelson Diehl Evans, LLP amended the Agreement to identify CLA (Clifton, Larson, Allen, LLP) as the Consultant (Agreement No. 5778A).
3. Pursuant to Agreement Section 34, Section 1(C) of the Agreement is amended to increase the total compensation amount by \$68,600, for a new total not-to-exceed total amount of the Agreement of \$249,173.
4. Pursuant to Agreement Section 34, Exhibit "A" of the Agreement is amended to include Attachment 1 to this Amendment, which is incorporated by reference.
5. Pursuant to Agreement Section 34, Section 7 is amended to extend the Agreement's term through June 30, 2023.
6. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.
7. Except as modified by this Amendment, all other terms and conditions of Agreement No. 5778 remain the same.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO

CLIFTON, LARSON, ALLEN, LLP



Darrell George,
City Manager

Nitin Patel,
Principal

ATTEST:



Taxpayer ID No. 41-0746799

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY



Joaquin Vazquez,
Deputy City Attorney

Insurance Approval:


Hank Lu, Risk Manager



CliftonLarsonAllen LLP
2875 Michelle Drive, Suite 300
Irvine, CA 92606

phone 714-978-1300 fax 714-978-7893
CLAconnect.com

June 27, 2022

Joe Lillio, Director of Finance
City of El Segundo
350 Main Street
El Segundo, CA 90245

Dear Mr. Lillio,

We are pleased to present our proposed fees to continue to provide audit and related services to the City of El Segundo for the fiscal year ending June 30, 2022, and June 30, 2023.

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

Service	June 30, 2022	June 30, 2023
City Audit (1)	\$59,400	\$63,000
Single Audit (2)	\$4,700	\$5,000
State Controller's Report	\$4,500	\$4,800
Total	\$68,600	\$72,800

- (1) The fee is for the audit, financial statement preparation, GANN AUP, and SAS 114 and SAS 115 letters.
- (2) The fee contemplates auditing one major program. Additional major programs will be audited for an additional cost of \$3,500 each.

If you have any questions about our offerings, please do not hesitate to contact me via phone at 714-795-5387 or email nitin.patel@claconnect.com.

Sincerely,
CliftonLarsonAllen LLP

Nitin Patel, CPA
Principal



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Consent

Item Number: B.9

TITLE:

Waive Bidding Requirements and Approve the Purchase of New Ford F-350 Dually Truck and a Dump-Truck Kit

RECOMMENDATION:

1. Waive bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) and authorize the City Manager to enter into an agreement directly with an auto dealership for the purchase of one new Ford F-350 Dually (Double Axle) truck and a Dump Truck Kit.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Amount Budgeted: \$66,383.00

Additional Appropriation: \$33,617 (total of \$100,000 will be included in the FY 2023-24 Budget)

Account Number: 601-400-4202-8105 (Equipment Replacement)

BACKGROUND:

On November 16, 2021, City Council authorized the Public Works Department to waive the bidding requirements and purchase one (1) new Ford F-550 Dump Truck from Sourcewell, a cooperative purchasing company, to replace a small dump truck that was purchased in 2003 with the current mileage of 94,891 miles. However, due to supply chain issues that have impacted the auto/transportation industry, Sourcewell pricing has been unavailable, and the Public Works Department has been unable to procure the truck using this method.

DISCUSSION:

Customarily, the City orders vehicles through a public bid process or from a government purchasing cooperative such as Sourcewell, a cooperative purchasing company that

Purchase of Dump Truck

April 18, 2023

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conducts multiple bids for a whole variety of equipment purchases, essentially allowing the City to use these bidding procedures, rather than conducting formal bidding. However, the vehicle purchasing environment has become increasingly difficult in the past two to three years. The COVID-19 pandemic, global supply chain issues, declining vehicle inventories and very long delivery schedules for vehicles have made it very difficult for the City to procure vehicles with any certainty of pricing or delivery date. As a result, Sourcewell is currently not honoring pricing for any vehicles, which makes it nearly impossible for staff to secure a vehicle through their website.

Staff have attempted to conduct competitive bidding. However, when they reach out for quotes or proposals, dealerships are unresponsive due to the lack of inventory. Additionally, in the current market for new vehicles, the length of time it takes to go through the standard public bidding process would preclude the purchasing of the vehicle itself, as vehicles do not stay on the lot for long. Staff believes that it is in the City's best interest, and most cost effective to be authorized to purchase this truck and the needed dump-truck kit directly from the dealership when it becomes available, waiving competitive bidding requirements and without further Council approval. Staff will utilize best practices to verify that the vehicle and the kit which are to be purchased are priced comparable with similar vehicles from other dealerships in the region.

Staff recommends that the City Council approve the waiver of competitive bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) and authorize the purchase of a new Ford F-350 Dually (Double Axle) truck and a dump truck kit. The purchased truck will be converted to a dump truck by city staff, which would result in cost savings.

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:

Erica Miramontes, Management Analyst

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

Purchase of Dump Truck

April 18, 2023

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ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Public Hearings

Item Number: C.10

TITLE:

Public Hearing for Adoption of FY 2023-2024 Master Fee Schedule

RECOMMENDATION:

1. Conduct a public hearing on the proposed fee adjustments and adoption of new fees for the City's Master Fee Schedule.
2. Adopt a resolution approving the updated City's Master Fee Schedule.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The estimated fiscal impact from the proposed changes is potential additional revenue for FY 2023-2024 of up to \$525,000, primarily for the General Fund.

BACKGROUND:

In 2017, the City Council directed staff to prepare a fee study identifying the full cost of providing services provided by the City. In 2018, as a result of this effort, City Council adopted a policy establishing cost-recovery standards, a Citywide Master Fee Schedule, and an ongoing mechanism to assess the cost of services and to adjust fees accordingly.

DISCUSSION:

The FY 2023-2024 Master Fee Schedule establishes the fees charged for City services. All fees are reviewed from time to time in order to ensure that the fees charged are aligned with the estimated cost to provide the services, and that all fees are in compliance with the California Government Code §§ 66016 and 66018.

User fees and charges are collected to recover some or all costs incurred in providing a specific service from which one or more individuals obtain a benefit. It is best practice

Annual Update to the City's Master Fee Schedule

April 18, 2023

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for cities to perform a comprehensive update of their cost allocation plans at least every five years and review user fees and charges schedules annually. The last full study was conducted in FY 2021-22. One of the Council's priority focus areas is to enhance the City's long-term financial stability. Adopting a fee methodology and resulting fee adjustments realigns user fees to more efficiently utilize general revenues for services and programs such as public safety, infrastructure maintenance, and economic development.

Furthermore, the California Constitution (Propositions 13, 218 and 26) and various state laws have placed both substantive and procedural limits on cities' ability to impose fees and charges. Proposition 26 contains a more general articulation of the cost of service principle and includes a requirement that the local government bear the burden of proof that:

1. "a levy, charge, or other exaction is not a tax;
2. that the amount is no more than necessary to recover the reasonable costs of the government activity; and
3. that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burden on, or benefits received from, the governmental activity." (Cal. Const. art. XIII C, § (e).)

It is important to note that rental charges for rooms or facilities, fines, penalties and late charges are not technically user fees and are not required to be based on actual costs. Instead, these types of charges are more typically governed by market rates, reasonableness and other policy-driven factors and can legally exceed the cost.

The last full study and recommended fee updates of the Master Fee Schedule was adopted in June 2022. The Master Fee Schedule, unless otherwise revised, is automatically adjusted on an annual basis. The recommended adjustment for FY 2023-2024 is based off CPI-U of 7.45% (December 2022 annual CPI-U). Prospectively, staff will continue with the City Council direction to adjust the Master Fee Schedule on an annual basis by an inflationary factor.

The Recreation, Parks, and Aquatics fees and services have not been adjusted in several years. These fees and services were included in the 2022 study conducted by the City's consultant, Revenue Cost Specialist ("RCS"). For this proposed Master Fee Schedule, many of these fees have been increased, and some have increased greater than the general CPI factor applied to most fees.

The attached Exhibit A is the proposed FY 2023-2024 Master Fee Schedule which contains all fees with the proposed changes.

In addition, there is a listing of fees in the attached Exhibit B that reflects the fees included in Exhibit A that are changing by an amount other than the CPI factor. There

Annual Update to the City's Master Fee Schedule

April 18, 2023

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are several fees that fall under this exhibit, which are primarily related to Recreation, Parks, and Aquatics. Staff recommends implementing these fees as presented.

In addition to the fee adjustments referenced above, staff reviewed City operational needs and proposes including new fees to the Master Fee Schedule which are noted in Exhibit B. Staff also reviewed fees that are no longer needed and can be removed, attached as Exhibit C.

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:

Joseph Lillio, Chief Financial Officer

REVIEWED BY:

Joseph Lillio, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. FY 23-24 Master Fee Schedule - Exhibit A
2. List of Fees That Did Not Change by CPI - Exhibit B
3. Proposed Master Fee Schedule Resolution FY23-24
4. FY 23-24 Master Fee Schedule - Exhibit C

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
AD-001	SHORT TERM RENTAL REGISTRATION			
	NEW	345.00	371.00	PER APPLICATION
	RENEWAL	175.00	188.00	PER RENEWAL
AD-002	FILM PERMIT PROCESSING			
	PERMIT APPLICATION FEE (NON - REFUNDABLE)	1,455.00	1,563.00	
	DAILY FILM PERMIT FEE	115.00	124.00	PER DAY
	REVISION/RIDER	250.00	269.00	EACH
	PUBLIC RIGHT-OF-WAY USAGE	800.00	860.00	PER DAY PER LOCATION
	POLICE PERSONNEL	ACTUAL COSTS	ACTUAL COSTS	
	FIRE PERSONNEL	ACTUAL COSTS	ACTUAL COSTS	
	PUBLIC WORKS PERSONNEL	ACTUAL COSTS	ACTUAL COSTS	
	FILM LOCATION FEES	SEE APPENDIX E	SEE APPENDIX E	PER DAY PER LOCATION
AD-003	NSF CHECK PROCESSING			
	FIRST NSF CHECK	55.00	59.00	
	EACH SUBSEQUENT NSF CHECK	110.00	118.00	
AD-004	CREDIT CARD PROCESSING			
	PROCESSING FEE	2.75%	2.90%	OF AMOUNT CHARGED
AD-005	COPY SERVICE			
	FIRST 5 COPIES	NO CHARGE	NO CHARGE	
	EACH ADDITIONAL COPY	0.20	0.20	PER COPY
	FPPC COPIES	0.10	0.10	PER COPY
AD-006	DOCUMENT CERTIFICATION			
	CERTIFICATION FEE	4.00	4.00	PER DOCUMENT
AD-007	VIDEO/AUDIO COPYING			
	COPYING FEE	11.00	12.00	PER TAPE/DISK
AD-008	INITIATIVE PROCESSING			
	APPLICATION FEE	200.00	200.00	PER APPLICATION
AD-010	GRAPHIC DESIGN / VIDEO PRODUCTION SERVICES			
	FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL USED	ACTUAL COSTS	ACTUAL COSTS	
BL-001	BUILDING PLAN CHECK SERVICES	See Appendix A	See Appendix A	
BL-002	BUILDING INSPECTION SERVICES	See Appendix A	See Appendix A	

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
BL-003	MAP/PLAN/FILE SCANNING SERVICES			
	8 1/2" X 11"	2.00	2.00	PER SHEET
	LARGER	2.00	2.00	PER SHEET
BL-004	DRAINAGE STUDY REVIEW	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF	
EN-001	ENCROACHMENT PERMIT			
	PERMIT ISSUANCE	155.00	167.00	
	INSPECTION	3.50	4.00	per lin. ft. with a min. of \$165.00 per location
	PLAN REVIEW	2.50	3.00	per lin. ft. with a min. of \$110.00 per location
	USA	0.50	1.00	per lin. ft. of excavation/trench with a min. of \$50.00
	PLUS PERFORMANCE BOND AT A LEVEL DETERMINED BY CITY STAFF			
EN-004	LONG TERM ENCROACHMENT AGREEMENT	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF
EN-005	TRAFFIC CONTROL PLAN REVIEW			
	MINOR	185.00	199.00	PER APPLICATION
	ARTERIAL LANE CLOSURE	1,085.00	1,166.00	PER APPLICATION
	MAJOR ARTERIAL LANE CLOSURE	2,510.00	2,697.00	PER APPLICATION OR DEPOSIT DETERMINED BY STAFF
EN-006	TRAFFIC CONTROL INSPECTION			
	PERMIT ISSUANCE	60.00	64.00	
	INSPECTION:			
	FIRST DAY	175.00	188.00	
	EACH ADDITIONAL DAY	45.00	48.00	
EN-007	NEWSRACK PERMIT			
	NEW	135.00	145.00	PER NEWSRACK
	ANNUAL RENEWAL	50.00	54.00	PER NEWSRACK
EN-008	NEWSRACK IMPOUNDMENT			
	IMPOUNDMENT FEE	90.00	97.00	PER NEWSRACK
		6.00	6.00	PER DAY FOR STORAGE
EN-009	FINAL MAP CHECK			
	1-9 LOTS	2,980.00	3,202.00	PER MAP PLUS ACTUAL COSTS FOR CONTRACT SURVEYOR
	10+ LOTS	DEPOSIT WITH ACTUAL COST	DEPOSIT WITH ACTUAL COST	DEPOSIT DETERMINED BY STAFF

(ANY COUNTY PROCESSING FEES ARE PAID DIRECTLY TO THE COUNTY BY THE APPLICANT)

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
EN-010	FINAL MAP AMENDMENT			
	APPLICATION FEE	1,750.00	1,880.00	PER MAP PLUST ACTUAL COSTS FOR CONTRACT SURVEYOR
EN-011	PUBLIC IMPROVEMENT PLAN CHECK			
	PERCENT OF CONSTRUCTION VALUATION			
	\$0 - \$100,000	3%	3%	
	\$100,001 - \$500,000	2%	2%	
	\$500,001 +	1%	1%	
EN-014	RECORD OF SURVEY PLAN CHECK	185.00	199.00	PER PLAN PLUS ACTUAL COSTS FOR CONTRACT SURVERYOR
EN-015	EASEMENT PROCESSING	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF
EN-018	MINOR PLAN CHECK REVISION	375.00	403.00	PER SHEET
EN-019	STREET NAME CHANGE	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF
EN-020	ALLEY/STREET VACATION REVIEW	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF	DEPSOSIT DETERMINED BY STAFF
EN-021	ASSESS. DISTRICT FORMATION RESEARCH	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF
EN-022	CITY PROPERTY ACQUISITON PROC.	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF	DEPOSIT DETERMINED BY STAFF
EN-023	WIDE & OVERLOAD PERMIT			
	DAILY	16.00	16.00	PER PERMIT
	ANNUAL	90.00	90.00	PER PERMIT
EN-025	NEW INDUSTRIAL WASTE PERMIT/INSPECT			
	NEW PERMIT APPLICATION:			
	SEWER	364.00	391.00	
	OFF-SITE	364.00	391.00	
	ON-SITE	685.00	736.00	
	NEW SEWER PLAN:			
	1/2	444.00	477.00	
	3/4	605.00	650.00	
	5/6	926.00	995.00	
	NEW ON-SITE PLAN:			
	1/2	551.00	592.00	
	3/4	749.00	805.00	
	5/6	1,150.00	1,236.00	
	NEW OFF-SITE PLAN:			
	1/2	481.00	517.00	
	3/4	653.00	702.00	
	5/6	1,006.00	1,081.00	

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
	CLOSURE INSPECTION	845.00	908.00	
	WASTEWATER SAMPLING	525.00	564.00	PLUS ACTUAL LAB COSTS
	SITE REMEDIATION	ACTUAL COSTS	ACTUAL COSTS	
	SPECIAL INSPECTION AND OFF-HOURS INSPECTION	ACTUAL COSTS	ACTUAL COSTS	
	ADDITIONAL PLAN REVIEW	ACTUAL COSTS	ACTUAL COSTS	
EN-026	REVISED INDUSTRIAL WASTE PERMIT/INS			
	REVISED PERMIT APPLICATION	203.00	218.00	
	REVISED SEWER PLAN:			
	1/2	347.00	373.00	
	3/4	471.00	506.00	
	5/6	711.00	764.00	
	REVISED ON-SITE PLAN:			
	1/2	428.00	460.00	
	3/4	577.00	620.00	
	5/6	872.00	937.00	
	REVISED OFF-SITE PLAN:			
	1/2	347.00	373.00	
	3/4	471.00	506.00	
	5/6	711.00	764.00	
EN-027	INDUSTRIAL WASTE ANNUAL INSPECTION			
	CLASS 1	364.00	391.00	
	CLASS 2	685.00	736.00	
	CLASS 3	1,006.00	1,081.00	
	CLASS 4	1,327.00	1,426.00	
	CLASS 5	1,968.00	2,115.00	
	CLASS 12	3,893.00	4,183.00	
	CLASS X	525.00	564.00	
EN-028	STORMWATER INSPECTION			
	RESTAURANT	250.00	269.00	
	AUTOMOTIVE	250.00	269.00	
	1 ACRE	340.00	365.00	
	2-5 ACRES	425.00	457.00	
	MORE THAN 5 ACRES	645.00	693.00	
	STORMWATER VIOLATION FINES:			
	1ST VIOLATION	100.00	107.00	
	2ND VIOLATION	500.00	537.00	
	3RD VIOLATION	1,500.00	1,612.00	
	SUBSEQUENT VIOLATIONS	Fines Determined by City	Fines Determined by City	
EN-030	WIRELESS PERMIT - MINISTERIAL			
		875.00	940.00	PER SITE

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
EN-031	WIRELESS PERMIT - ADMINISTRATIVE	3,220.00	3,460.00	PER SITE
EN-032	WIRELESS PERMIT - MAJOR	7,810.00	8,392.00	PER SITE
FR-001	NEW COMMERCIAL FIRE SPRINKLER PLAN CHECK			
	1-25 HEADS	265.00	285.00	
	26-50 HEADS	310.00	333.00	
	51-100 HEADS	355.00	381.00	
	101-200 HEADS	395.00	424.00	
	201-300 HEADS	440.00	473.00	
	301-500 HEADS	485.00	521.00	
	501-1,000 HEADS	530.00	569.00	
	1,001 - 2,000 HEADS	615.00	661.00	
	2,001 - 3,000 HEADS	660.00	709.00	
	3,001 - 4,000 HEADS	705.00	758.00	
	4,001 - 5000 HEADS	795.00	854.00	
	5,001 - 6,000 HEADS	835.00	897.00	
	EACH ADDITIONAL 100 HEADS OVER 6,000	175.00	188.00	OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-001A	NEW SFR/DUPLEX FIRE SPRINKLER PLAN CHECK			
		175.00	188.00	PER PLAN
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-001B	NEW MFR FIRE SPRINKLER PLAN CHECK			
		355.00	381.00	PER PLAN
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
FR-001C	TEN IMPR. FIRE SPRINKLER PLAN CHECK			
	1-20 HEADS	90.00	97.00	
	26-50 HEADS	130.00	140.00	
	51-100 HEADS	265.00	285.00	OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EACH ADDITIONAL 100 HEADS OVER 100	175.00	188.00	
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-001D	UNDERGROUND WATER SYSTEM PLAN CHECK			
	1-4 BUILDING/SYSTEMS	355.00	381.00	PER PLAN
	5 OR MORE BUILDING/SYSTEMS	705.00	758.00	PER PLAN
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
FR-001E	FIRE PUMP PLAN CHECK			
		880.00	946.00	PER PLAN
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
FR-001F	WATER TANK PLAN CHECK			
		355.00	381.00	PER PLAN
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
FR-002	FIRE ALARM SYSTEM PLAN CHECK			
	1-25 HEADS	355.00	381.00	
	26-100 HEADS	530.00	569.00	
	100-200 HEADS	705.00	758.00	
	201-500 HEADS	880.00	946.00	
	501-750 HEADS	1,060.00	1,139.00	
	751-1,000 HEADS	1,235.00	1,327.00	
	EACH ADDITIONAL 100 HEADS OVER 100	175.00	188.00	OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
FR-003	FIRE EXTINGUISHING SYSTEM PLAN CHECK			
	HOOD & DUCT	355.00	381.00	
	DRY CHEMICAL	355.00	381.00	
	CARBON DIOXIDE	355.00	381.00	
	FOAM/LIQUID SYSTEM	355.00	381.00	
	INERT GAS/HALON	355.00	381.00	
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003A	EMERGENCY GENERATOR PLAN CHECK			
		355.00	381.00	PER PLAN
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003B	SPARY BOOTH PLAN CHECK			
		530.00	569.00	PER PLAN
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003C	INDUSTRIAL OVER PLAN CHECK			
		355.00	381.00	PER PLAN
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003D	VAPOR RECOVERY PLAN CHECK			
		355.00	381.00	PER PLAN
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
FR-003E	DUST COLLECTION PLAN CHECK	355.00	381.00	PER PLAN OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003F	REFRIGERATION PLAN CHECK	355.00	381.00	PER PLAN OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003G	MEDICAL GAS PLAN CHECK	355.00	381.00	PER PLAN OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003H	INDUSTRIAL GAS PLAN CHECK	355.00	381.00	PER PLAN OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003I	SYSTEM PIPING / MANIFOLD PLAN CHECK	355.00	381.00	PER PLAN OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003J	SMOKE CONTROL PLAN CHECK	880.00	946.00	PER PLAN OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
FR-003K	HIGH-PILED STORAGE PLAN CHECK			
	0-10,000 SQ FT	615.00	661.00	
	10,001-25,000 SQ FT	795.00	854.00	
	25,001-100,000 SQ FT	970.00	1,042.00	
	100,000+ SQ FT	1,145.00	1,230.00	
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003L	TENANT IMPROVEMENT LIFE PLAN CHECK			
		175.00	188.00	PER PLAN
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-003M	FIRE ACCESS PLAN REVIEW			
		440.00	473.00	PER PLAN
				OR DEPOSIT WITH CHARGES AT ACTUAL COSTS AS DETERMINED BY STAFF
	EXPEDITED PLAN CHECK - ADDITIONAL 50% OF STANDARD PLAN CHECK FEE			
FR-004	FIRE PROTECTION TESTING			
	TEST FEE	380.00	408.00	PER SYSTEM
FR-004A	FIRE PREVENTION / OPERATIONS INSPECTION			
	CHARGE FULLY ALLOCATED HOURLY RATE FOR ALL PERSONNEL USED PLUS ANY OUTSIDE COSTS			
FR-007	ANNUAL FIRE PERMIT			
	PERMIT FEE	120.00	129.00	PER PERMIT
FR-008	SPECIAL EVENT PERMIT			
	PERMIT FEE	290.00	312.00	PER PERMIT
FR-008A	TENT PERMIT			
	PERMIT FEE	235.00	253.00	PER PERMIT
FR-009	ALTERNATE MEANS & METHODS REVIEW			
		4,830.00	5,190.00	PER APPLICATION

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
FR-009A	FIRE PREVENTION MODIFICATION REQUEST	965.00	1,037.00	PER APPLICATION
FR-009B	FIRE PERMIT EXTENSION	155.00	167.00	PER APPLICATION
FR-010	FIRE SPECIALTY SYSTEM REMINDER PROGRAM	20.00	21.00	PER SYSTEM
FR-012	FIRE RE-INSPECTION CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
FR-013	AFTER-HOURS FIRE INSPECTION CHARGES AT THE OVERTIME RATE (120% OF FULLY ALLOCATED HOURLY RATES) FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS, WITH A 2 HOUR MINIMUM			
FR-014	HAZARDOUS MATERIALS INSP. PROGRAM			
	RANGE I	1,470.00	1,580.00	
	RANGE II	1,590.00	1,708.00	
	RANGE III	1,915.00	2,058.00	
	RANGE IV	2,050.00	2,203.00	
	RANGE V	2,465.00	2,649.00	
FR-015	CHEMICAL ACCIDENT RELEASE PREV PROG			
	PROGRAM 1	4,030.00	4,330.00	
	PROGRAM 2	5,970.00	6,415.00	
	PROGRAM 3	11,510.00	12,367.00	
	PROGRAM 4	117,940.00	126,727.00	
FR-016	HAZARDOUS WASTE GENERATOR PERMIT			
	VERY SMALL QUANTITY GENERATOR	1,350.00	1,451.00	
	SMALL QUANTITY GENERATOR	1,350.00	1,451.00	
	LARGE QUANTITY GENERATOR	2,505.00	2,692.00	
	RCRA LARGE QUANTITY GENERATOR	2,505.00	2,692.00	
FR-017	TIERED HAZ WASTE PERMIT PROCESSING			
	PERMIT BY RULE	4,070.00	4,373.00	
	CONDITIONAL AUTHORIZATION	2,965.00	3,186.00	
	CONDITIONALLY EXEMPT	1,855.00	1,993.00	
FR-018	UNDERGROUND TANK PERMIT			
	ANNUAL PERMIT MAINTENANCE	3,295.00	3,540.00	PLUS
	EACH ADDITIONAL TANK	235.00	253.00	PER ADD'L
	OPERATING PERMIT TRANSFER	705.00	758.00	

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
	NEW CONSTRUCTION PLAN CLEARANCE	2,310.00	2,482.00	PLUS
	EACH ADDITIONAL TANK	235.00	253.00	PER ADD'L
	CLOSURE APPLICATION	4,435.00	4,765.00	PLUS
	EACH ADDITIONAL TANK	235.00	253.00	PER ADD'L
	COMPLEX SITE INVESTIGATION	Deposit with actual costs	Deposit with actual costs	
	PERMIT ADDENDUM	470.00	505.00	
	VOLUNTARY CLEANUP OVERSIGHT	Deposit with actual costs	Deposit with actual costs	
	SECONDARY CONTAINMENT TESTING OVERSIGHT	470.00	505.00	PLUS 590.00 PER TANK
				PLUS 590.00 FOR EACH RE-INSPECTION PER TANK AFTER THE FIRST 2 INSPECTIONS
FR-019	ABOVE GROUND LIQUID TANK INSPECTION			
	0-10,000 GALLONS	1,605.00	1,725.00	PER FACILITY
	10,001-1,000,000 GALLONS	3,515.00	3,777.00	PER FACILITY
	1,000,001 OR MORE GALLONS	7,120.00	7,650.00	PER FACILITY
FR-020	HAZARDOUS MATERIALS RESPONSE			
	CHARGE THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
FR-021	ENVIRON SAFETY ENFORCE INSPECTION			
	CHARGE THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
FR-022	UNIFIED PROGRAM FACILITY PERMIT BASE FEE			
		190.00	204.00	PER FACILITY/BUSINESS
FR-023	CUPA - NEW BUSINESS FEE			
		305.00	328.00	PER FACILITY/BUSINESS
FR-024	CERS CONSULTATION/SERVICE FEE			
	RANGE I	120.00	129.00	
	RANGE II	235.00	253.00	
	RANGE III	470.00	505.00	
	RANGE IV	1,110.00	1,193.00	
	RANGE V	1,110.00	1,193.00	

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
FR-025	HMBP REGULATORY RE-INSPECTION			
	RANGE I	120.00	129.00	
	RANGE II	175.00	188.00	
	RANGE III	235.00	253.00	
	RANGE IV	415.00	446.00	
	RANGE V	555.00	596.00	
FR-025A	CALARP REGULATORY RE-INSPECTION			
	PROGRAM 1	275.00	295.00	
	PROGRAM 2	555.00	596.00	
	PROGRAM 3	1,110.00	1,193.00	
	PROGRAM 4	1,665.00	1,789.00	
FR-025B	HWG REGULATORY RE-INSPECTION			
	VERY SMALL QUANTITY GENERATOR	120.00	129.00	
	SMALL QUANTITY GENERATOR	175.00	188.00	
	LARGE QUANTITY GENERATOR	275.00	295.00	
	RCRA LARGE QUANTITY GENERATOR	415.00	446.00	
FR-025C	TP REGULATORY RE-INSPECTION			
	PERMIT BY RULE	555.00	596.00	
	CONDITIONAL AUTHORIZATION	275.00	295.00	
	CONDITIONALLY EXEMPT	140.00	150.00	
FR-025D	UST REGULATORY RE-INSPECTION			
	ANNUAL PERMIT	235.00	253.00	
	ADDITIONAL TANK	235.00	253.00	
FR-025E	ASPA REGULATORY RE-INSPECTION			
	0-10,000 GALLONS	235.00	253.00	
	10,001-1,000,000 GALLONS	415.00	446.00	
	1,00,001+ GALLONS	555.00	596.00	
FR-026	FAILURE TO OBTAIN INITIAL PERMIT			
	ORIGINAL FEE + 50%			
FR-027	LATE CERS SUBMITTAL CITATION			
		215.00	231.00	PER CITATION
FR-028	LATE CERS SUBMITTAL CORRECTIONS CITATION			
		215.00	231.00	PER CITATION
FR-029	CUPA - LATE PAYMENT PENALTY			
	10% PENALTY			

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
FR-030	ENVIRONMENTAL SAFETY APPLICATION REVIEW	425.00	457.00	PER APPLICATION
FR-031	METHANE BARRIER PLAN CHECK/INSPECTION			
	FIRST BUILDING	275.00	295.00	
	EACH ADDITIONAL BUILDING	275.00	295.00	
FR-032	AB1646 OPERATIONS & MAINTENANCE	9,380.00	10,079.00	PER FACILITY
FR-033	PROGRAM 4 CALARP EMERGENCY RESPONSE PUBLIC	102,615.00	110,260.00	PER FACILITY
FR-040	FIRE FALSE ALARM RESPONSE			
	FIRST 3 RESPONSES IN CALENDAR YEQR	NO CHARGE	NO CHARGE	
	4TH RESPONSE	260.00	279.00	
	5TH RESPONSE	520.00	559.00	
	6TH AND SUBSEQUENT RESPONSES	780.00	838.00	
LB-001	NEW LIBRARY CARD PROCESSING			
	CALIFORNIA RESIDENT	NO CHARGE	NO CHARGE	
	OUT-OF-STATE, NON-RESIDENT	40.00	43.00	PER YEAR
LB-002	LIBRARY CARD REPLACEMENT			
	REPLACEMENT FEE	3.10	3.10	PER CARD
LB-003	INTER - LIBRARY LOAN			
		1.00	1.00	PER ITEM
LB-006	LOST/DAMAGED LIBRARY ITEM REPLACE			
	LOST OR DAMAGED ITEM	10.25	11.00	PER ITEM PLUS REPLACEMENT COST
	DAMAGED MATERIAL FEES:			
	BOOK/BINDERY REPAIRS	10.25	11.00	MAXIMUM
	PERIODICALS	2.05	2.05	PER ITEM PLUS REPLACEMENT COST
	PAMPHLETS/PAPERBACKS	1.05	1.05	PER ITEM PLUS REPLACEMENT COST
LB-007	LIBRARY PRINTING			
	BLACK AND WHITE	0.20	0.20	PER PAGE
	COLOR	1.00	1.00	PER PAGE
LB-008	LIBRARY FACILITY RENTAL			
	RESIDENT NON-PROFIT ORGANIZATION	16.00	17.00	PER HOUR
	RESIDENT FOR-PROFIT ORGANIZATION	32.00	34.00	PER HOUR
	NON-RESIDENT NON-PROFIT ORGANIZATION	48.00	52.00	PER HOUR
	NON-RESIDENT FOR PROFIT ORGANIZATION	48.00	52.00	PER HOUR
	KITCHEN	37.00	40.00	REFUNDABLE DEPOSIT

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
PL-001	ADMINISTRATIVE USE PERMIT PERMIT FEE	2,805.00	3,014.00	PER APPLICATION
PL-003	CONDITIONAL USE PERMIT PERMIT FEE	16,050.00	17,246.00	PER APPLICATION
PL-004	DOWNTOWN DESIGN REVIEW STAFF REVIEW DIRECTOR REVIEW PLANNING COMMISSION REVIEW	300.00 1,890.00 5,415.00	322.00 2,031.00 5,818.00	PER APPLICATION PER APPLICATION PER APPLICATION
PL-005	VARIANCE REVIEW REVIEW FEE	15,770.00	16,945.00	PER APPLICATION
PL-006	ADJUSTMENT REVIEW REVIEW FEE	2,100.00	2,256.00	PER APPLICATION
PL-007	ZONE TEXT AMENDMENT/ZONE CHANGE DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-008	PRE-APPLICATION REVIEW REVIEW FEE	5,245.00	5,636.00	PER APPLICATION
PL-009	TRAFFIC STUDY REVIEW DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-010	OFF-SITE PARKING COVENANT COVENANT FEE	765.00	822.00	PER APPLICATION
PL-011	PARKING DEMAND/SHARED PARKING STUDY STUDY FEE	1,970.00	2,117.00	PER STUDY PLUS ACTUAL COSTS FOR TRAFFIC ENGINEER
PL-012	GENERAL PLAN AMENDMENT REVIEW DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-013	SPECIFIC PLAN REVIEW DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-014	SPECIFIC PLAN AMENDMENT REVIEW DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
PL-018	DEVELOPMENT AGREEMENT REVIEW DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-019	COASTAL DEVELOPMENT PERMIT DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-020A	SITE PLAN REVIEW (NEW SERVICE) DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-024	DENSITY BONUS AGREEMENT REVIEW DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-025	ENVIRON. CATEGORICAL EXEMPTION EXEMPTION FEE	505.00	543.00	PER APPLICATION
PL-026	ENVIRON INITIAL STUDY/NEG DEC/RECIR DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-027	ENVIRONMENTAL IMPACT REPORT REVIEW DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-028	MITIGATION MONITORING DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-030	TENTATIVE PARCEL MAP REVIEW REVIEW FEE (ANY COUNTY PROCESSING FEES ARE PAID DIRECTLY TO THE COUNTY BY THE APPLICANT)	6,395.00	6,871.00	PER MAP PLUS 1,500.00 DEPOSIT WITH CHARGES AT ACTUAL COSTS FOR CONTRACT SURVEYOR
PL-031	TENTATIVE TRACT MAP REVIEW REVIEW FEE (ANY COUNTY PROCESSING FEES ARE PAID DIRECTLY TO THE COUNTY BY THE APPLICANT)	10,590.00	11,379.00	PER MAP PLUS 1,500.00 DEPOSIT WITH CHARGES AT ACTUAL COSTS FOR CONTRACT SURVEYOR
PL-033	RESUBMITTED MAP REVIEW REVIEW FEE	730.00	784.00	PER MAP

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
PL-034	LOT LINE ADJUSTMENT ADJUSTMENT FEE	1,680.00	1,805.00	PER MAP PLUS 1,500.00 DEPOSIT WITH CHARGES AT ACTUAL COSTS FOR CONTRACT SURVEYOR
PL-035	LOT MERGER MERGER FEE	1,680.00	1,805.00	PER MAP PLUS 1,500.00 DEPOSIT WITH CHARGES AT ACTUAL COSTS FOR CONTRACT SURVEYOR
PL-035A	LOT TIE COVENANT (NEW SERVICE) LOT TIE COVENANT FEE	785.00	843.00	PER APPLICATION
PL-037	CERTIFICATE OF COMPLIANCE REVIEW REVIEW FEE	1,775.00	1,907.00	PER MAP PLUS 1,500.00 DEPOSIT WITH CHARGES AT ACTUAL COSTS FOR CONTRACT SURVEYOR
PL-038	RECIPROCAL ACCESS EASEMENT EASEMENT FEE	705.00	758.00	PER APPLICATION PLUS ACTUAL COSTS FOR CITY ATTORNEY
PL-039	CC&R REVIEW REVIEW FEE			ACTUAL COSTS FOR CITY STAFF AND CITY ATTORNEY
PL-040	HISTORIC RESOURCE NOMINATION REVIEW DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-041	ADMIN DETERMINATION - DIR DECISION DETERMINATION FEE	3,760.00	4,040.00	PER APPLICATION
PL-042	ADMIN DETERMINATION - PC DECISION DETERMINATION FEE	6,435.00	6,914.00	PER APPLICATION
PL-042A	TEMPORARY SIGN PERMIT (NEW SERVICE) SIGN FEE	140.00	150.00	PER APPLICATION
PL-043	SIGN PROGRAM SIGN PLAN REVIEW REVIEW FEE	140.00	150.00	PER APPLICATION
PL-044	MASTER SIGN PROGRAM PROGRAM FEE	1,110.00	1,193.00	PER APPLICATION OR DEPOSIT DETERMINED BY STAFF
PL-047	ZONING CONFORMANCE LETTER/REVIEW REVIEW FEE	845.00	908.00	PER LETTER

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
PL-048	MODIF. TO DISCRETIONARY APPROVAL DISCRETIONARY APPROVAL FEE	9,110.00	9,789.00	PER APPLICATION
PL-049	TIME EXTENSION REVIEW REVIEW FEE	695.00	747.00	PER APPLICATION
PL-050	APPEAL TO THE PLANNING COMMISSION APPEAL FEE	6,595.00	7,086.00	PER APPEAL
PL-051	APPEAL TO THE CITY COUNCIL APPEAL FEE INSIDE THE COASTAL APPEAL ZONE	5,845.00	6,280.00	PER APPEAL FOR 50% COST RECOVERY
PL-052	STREET ADDRESS CHANGE/ISSUANCE CHANGE FEE	465.00	500.00	PER APPLICATION
PL-052A	NEW ADDRESS PROCESSING (NEW SERVICE) ADDRESS FEE	465.00	500.00	PER APPLICATION
PL-053	GENERAL PLAN MAINTENANCE MAINTENANCE FEE	10%	10%	OF ALL BUILDING & SAFETY PERMIT FEES
PL-054	TEMPORARY USE PERMIT PERMIT FEE	465.00	500.00	PER APPLICATION
PL-055	ENTERTAINMENT PERMIT NEW PERMIT FEE RENEWAL	60.00 70.00	64.00 75.00	PER APPLICATION PER APPLICATION
PL-056	ADULT USE PLANNING PERMIT DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PL-057	AMPLIFIED SOUND PERMIT PERMIT FEE	190.00	204.00	PER APPLICATION
PL-058	ANIMAL PERMIT PERMIT FEE	135.00	145.00	PER APPLICATION
PL-059	ANIMAL PERMIT RENEWAL RENEWAL FEE	70.00	75.00	PER RENEWAL
PL-060	ANIMAL PERMIT APPEAL RESIDENT NON RESIDENT	6,595.00 13,185.00	7,086.00 14,167.00	PER APPEAL FOR 50% COST RECOVERY PER APPEAL FOR 100% COST RECOVERY
PL-061	BUSINESS ZONING CLEARANCE	70.00	75.00	PER APPLICATION

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
PL-061A	HOME OCCUPATION ZONING CLEARANCE	70.00	75.00	PER APPLICATION
PL-062	PUBLIC NOTICING ACTUAL COSTS CHARGE BY PUBLICATION			
PL -063	DOWNTOWN PARKING IN LIEU PARKING IN LIEU FEE	18,135.00	19,486.00	
PL - 064	SMOKY HOLLOW PARKING IN LIEU PARKING IN LIEU FEE	29,017.00	31,179.00	
PL - 065	MODIFICATION OF PREVIOUS DISCRETIONARY APPROVAL DEPOSIT DETERMINED BY STAFF WITH CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL INVOLVED PLUS ANY OUTSIDE OR CONTRACT COSTS			
PO-001	FIREARMS DEALER PERMIT PERMIT FEE	990.00	1,064.00	PER APPLICATION
PO-002	FORTUNETELLER PERMIT PERMIT FEE	685.00	736.00	PER APPLICATION
PO-003	SECONDHAND DEALER PERMIT PERMIT FEE	355.00	381.00	PER APPLICATION
PO-003A	PAWNSHOP PERMIT PERMIT FEE	990.00	1,064.00	PER APPLICATION
PO-004	BINGO PERMIT ANNUAL APPLICATION FEE IS SET BY PENAL CODE SECTION 326.5(I)(1) REMOTE CALLER GAME	50.00 735.00	54.00 790.00	PER APPLICATION PLUS DEPT. OF JUSTICE FEE
PO-006	POLICE MESSAGE ESTABLISHMENT PERMIT PERMIT FEE	670.00	720.00	PER APPLICATION
PO-007	MASSAGE THERAPIST PERMIT PERMIT FEE	180.00	193.00	PER APPLICATION PLUS COUNTY TESTING FEE
PO-008	AUCTION HOUSE PERMIT PERMIT FEE	685.00	736.00	PER APPLICATION
PO-009	POOL ROOM PERMIT PERMIT FEE	670.00	720.00	PER APPLICATION

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
PO-010	TOBACCO PERMIT PERMIT FEE	265.00	285.00	PER APPLICATION
PO-013	MISC. POLICE BUSINESS PERMIT PERMIT FEE	745.00	801.00	PER APPLICATION
PO-014	CONCEALED WEAPONS PERMIT FEE IS SET BY STATE LAW: NEW APPLICATION RENEWAL APPLICATION AMENDED APPLICATION PSYCHOLOGICAL TESTING COSTS ARE TO BE ADDED TO THE ABOVE FEE UP TO \$150 20% OF THE FEE IS COLLECTED UPON FILING OF THE INITIAL APPLICATION AND IS NON-REFUNDABLE. THE BALANCE OF THE FEE IS COLLECTED ON ISSUANCE OF THE LICENSE	100.00 25.00 10.00	100.00 25.00 10.00	PER APPLICATION PER RENEWAL PER APPLICATION
PO-015	CLEARANCE FORM/LETTER SERVICE FEE	40.00	43.00	PER LETTER
PO-016	RECORDS CHECK - LOCAL SERVICE FEE	25.00	27.00	PER NAME
PO-017	CITATION SIGN-OFF SERVICE SERVICE FEE	23.00	25.00	PER CITATION
PO-018	VEHICLE IMPOUND RELEASE STANDARD IMPOUND 30 DAY/DUI IMPOUND	240.00 280.00	258.00 301.00	PER VEHICLE PER VEHICLE
PO-019	POLICE FALSE ALARM RESPONSE/BILLING FIRST 3 ALARMS IN A CALANDAR YEAR 4TH FALSE ALARM 5TH FALSE ALARM 6TH AND SUBSEQUENT FALSE ALRM	NO CHARGE 250.00 350.00 450.00	NO CHARGE 269.00 376.00 484.00	
PO-020	POLICE ALARM PERMIT ALARM PERMIT VIOLATION FOR NON-ALARM PERMIT	NO CHARGE 175.00	NO CHARGE 188.00	
PO-022	DUI COLLISION RESPONSE CHARGED AT FULLY ALLOCATED HOURLY RATES FOR ALL RESPONDING EMERGENCY PERSONNEL, NOT TO EXCEED \$12,000 PER INCIDENT BY STATE LAW			
PO-023	SECOND RESPONSE CALL-BACK CHARGED AT FULLY ALLOCATED HOURLY RATES FOR ALL RESPONDING EMERGENCY PERSONNEL			
PO-024	MISDEMEANOR BOOKING SERVICE BOOKING FEE	263.00	283.00	

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
PO-024A	DUI ARREST ARREST FEE	787.00	846.00	COLLECTED UPON CONVICTION
PO-025	SPECIAL EVENT POLICE SERVICE CHARGED AT FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL USED			
PO-026	FINGERPRINTING ON REQUEST SERVICE FEE	45.00	48.00	PER APPLICATION PLUS DOJ FEES
PO-027	POLICE REPORT/DOCUMENT REPRODUCTION FIRST 5 COPIES EACH ADDITIONAL COPY	No Charge 0.20	No Charge 0.20	PER COPY
PO-028	POLICE PHOTO REPRODUCTION REPRODUCTION FEE	48.00	52.00	PER REQUEST
PO-029	POLICE DISPATCH TAPE COPY COPY FEE	11.00	12.00	PER COPY
PO-030	POLICE AUDIO/VIDEO TAPE COPY COPY FEE	11.00	12.00	PER COPY
PO-040	ANIMAL AT-LARGE PICKUP 1ST OFFENSE 2ND OFFENSE 3RD AND SUBSEQUENT OFFENSE	11.00 28.00 43.00	12.00 30.00 46.00	
PO-041	VICIOUS ANIMAL HEARING	NO CHARGE	NO CHARGE	
PO-047	ANIMAL CONTROL SERVICES DOG LICENSE: SPAYED/NEUTERED NON-SPAYED/NEUTERED SENIORS LATE FEE	21.00 83.00 10.00 10.00	21.00 83.00 10.00 10.00	
PW-001	WATER SERVICE LATERAL INSPECTION 1" - 2" 3" - 10"	740.00 1,160.00	795.00 1,246.00	PLUS REFUNDABLE DEPOSIT 1,000.00 PLUS REFUNDABLE DEPOSIT 1,500.00
PW-001A	WATER SERVICE PRE-PLAN REVIEW REVIEW FEE	140.00	150.00	PER APPLICATION

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
PW-002A	WATER METER UPGRADE INSPECTION REVIEW FEE	185.00	199.00	PER APPLICATION
PW-003A	WATER METER ABANDONMENT INSPECTION SERVICE FEE	185.00	199.00	PER METER
PW-004	TEMPORARY CONSTRUCTION METER INSTALLATION MOVE	145.00 70.00	156.00 75.00	PLUS REFUNDABLE DEPOSIT TO COVER THE COST OF THE METER
PW-005	FIRE FLOW TEST WITNESS TEST FEE	175.00	188.00	PER TEST
PW-006	DAMAGED METER/SERVICE LINE CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL USED PLUS ANY MATERIALS OR OUTSIDE COSTS			
PW-007	ANNUAL BACKFLOW DEVICE PROGRAM PROGRAM FEE	135.00	145.00	PER DEVICE PER YEAR
PW-010	NEW SEWER LATERAL INSPECTION INSPECTION FEE	285.00	306.00	PER LATERAL
PW-011	SEWER CAP INSPECTION INSPECTION FEE	285.00	306.00	PER CAP
PW-012	SEWAGE SPILL RESPONSE CHARGES AT THE FULLY ALLOCATED HOURLY RATES FOR ALL PERSONNEL USED PLUS ANY MATERIALS OR OUTSIDE COSTS			
PW-015	NEW UTILITY ACCOUNT PROCESSING PROCESSING FEE DEPOSIT: RESIDENTIAL COMMERCIAL	115.00 70.00 270.00	124.00 75.00 290.00	PER NEW ACCOUNT
PW-016	DELINQUENT UTILITY BILLING DELINQUENT BILL RED TAG	14.00 31.00	15.00 33.00	
PW-017	DELINQUENT UTILITY TURN-OFF/ON SHUT-OFF FEE RECONNECTION FEE (SB 998 LIMITS FOR LOW-INCOME CUSTOMERS)	85.00 50.00	91.00 54.00	PER DELINQUENT SHUT-OFF PER RECONNECTION

REF #	SERVICE	Current FY 22-23	Proposed FY 23-24	Comment
PW-020	WATER METER TEST			
	TEST FEE	360.00	387.00	PER METER TEST (REFUNDED IF THE METER IS FOUND TO BE RUNNING FAST)
PW-021	REFER TO COLLECTION AGENCY	5%	5%	OF THE AMOUNT OWED TO THE CITY
PW-023	BANNER FEE	30.00	32.00	PER BANNER
PW-025	COMMERCIAL HAULER PERMIT			
	FULL SERVICE	6,310.00	6,780.00	
	ROLL OFF	1,460.00	1,569.00	
PW-026	SELF HAUL WASTER PERMIT	790.00	849.00	PER PERMIT
REC-001	ADULT SPORTS	Appendix B	Appendix B	
REC-002	YOUTH SPORTS	Appendix B	Appendix B	
REC-003	DAY CAMPS	Appendix B	Appendix B	
REC-004	TEEN CENTER/AFTERSCHOOL	Appendix B	Appendix B	
REC-005	RECREATION CLASSES	Appendix B	Appendix B	
REC-006	AQUATICS SERVICES	Appendix B	Appendix B	
REC-007	RECREATION CARD REGISTRATION	Appendix B	Appendix B	
REC-008	YOUTH DRAMA	Appendix B	Appendix B	
REC-009	SENIOR SERVICES	Appendix B	Appendix B	
REC-010	BLOCK PARTY PERMIT	30.00	32.00	per application
REC-011	PRIVATE SPEC. EVENT PERMIT/SERVICES	490.00	527.00	per application/ fee waiver applicable
REC-012	FARMERS MARKET	Appendix C	Appendix C	
REC-013	CITY SPECIAL EVENTS	Appendix C	Appendix C	
REC-014	RECREATION FACILITY RENTAL	Appendix C	Appendix C	
REC-015	BALLFIELD RENTAL	Appendix C	Appendix C	
REC-017	YOUTH SPORTS ORGANIZATIONS PER PLAYER FEE			
	RESIDENT	10.00	11.00	
	NON-RESIDENT	30.00	32.00	
REC-018	COMPETITION POOL - RENTAL - HOURLY RATES	Appendix D	Appendix D	
REC -019	TEACHING POOL	Appendix D	Appendix D	
REC - 020	EVENT PRICING	Appendix D	Appendix D	
REC - 021	MEMORY ROW TREE/BENCH DONATION PROGRAM			
	TREE	500.00	537.00	includes 24" box tree, customized plaque
	BENCH	1,400.00	1,504.00	includes 5' recycled plastic bench, customized plaque

BUILDING PERMIT FEES

	<u>SERVICE</u>	<u>CURRENT FEE</u>	<u>PROPOSED FY 23/24</u>
SINGLE FAMILY RESIDENTIAL BUILDING PERMITS			
	Building Permit Under \$500 Valuation	\$184	\$198
	Building Permit \$501-\$2,000 Valuation	\$184 + \$3.27 for each \$100 over \$500	\$198 + \$3.51 for each \$100 over \$500
	Building Permit \$2,001-\$25,000 Valuation	\$233 + \$23.65 for each \$1,000 over \$2,000	\$250 + \$25.41 for each \$1,000 over \$2,000
	Building Permit \$25,001-\$50,000 Valuation	\$777 + \$18.16 for each \$1,000 over \$25,000	\$835 + \$19.51 for each \$1,000 over \$25,000
	Building Permit \$50,001-\$100,000 Valuation	\$1,231 + \$20.00 for each \$1,000 over \$50,000	\$1,323 + \$21.49 for each \$1,000 over \$50,000
	Building Permit \$100,001-\$500,000 Valuation	\$2,231 + \$8.17 for each \$1,000 over \$100,000	\$2,397 + \$8.78 for each \$1,000 over \$100,000
	Building Permit \$500,001-\$1,000,000 Valuation	\$5,499 + \$10.16 for each \$1,000 over \$500,000	\$5,909 + \$10.92 for each \$1,000 over \$500,000
	Building Permit Over \$1,000,000 Valuation	\$10,579 + \$5.08 for each \$1,000 over \$1,000,000	\$11,367 + \$5.46 for each \$1,000 over \$1,000,000
SINGLE FAMILY RESIDENTIAL BUILDING PLAN CHECK			
	Building Plan Check Under \$500 Valuation	\$92	\$99
	Building Plan Check \$501-\$2,000 Valuation	\$92 + \$3.67 for each \$100 over \$500	\$99 + \$3.94 for each \$100 over \$500
	Building Plan Check \$2,001-\$25,000 Valuation	\$147 + \$10.61 for each \$1,000 over \$2,000	\$158 + \$11.40 for each \$1,000 over \$2,000
	Building Plan Check \$25,001-\$50,000 Valuation	\$391 + \$15.64 for each \$1,000 over \$25,000	\$420 + \$16.81 for each \$1,000 over \$25,000
	Building Plan Check \$50,001-\$100,000 Valuation	\$782 + \$3.92 for each \$1,000 over \$50,000	\$840 + \$4.21 for each \$1,000 over \$50,000
	Building Plan Check \$100,001-\$500,000 Valuation	\$978 + \$4.89 for each \$1,000 over \$100,000	\$1,051 + \$5.25 for each \$1,000 over \$100,000
	Building Plan Check \$500,001-\$1,000,000 Valuation	\$2,934 + \$5.86 for each \$1,000 over \$500,000	\$3,153 + \$6.30 for each \$1,000 over \$500,000
	Building Plan Check Over \$1,000,000 Valuation	\$5,864 + \$2.93 for each \$1,000 over \$1,000,000	\$6,301 + \$3.15 for each \$1,000 over \$1,000,000
SINGLE FAMILY RESIDENTIAL COMBO PERMITS:			
	Electrical Permit	10% of the Building Permit Fee	10% of the Building Permit Fee
	Plumbing Permit	10% of the Building Permit Fee	10% of the Building Permit Fee
	Mechanical Permit	10% of the Building Permit Fee	10% of the Building Permit Fee
NON-SINGLE FAMILY RESIDENTIAL BUILDING PERMITS			
	Building Permit Under \$500 Valuation	\$184	\$198
	Building Permit \$501-\$2,000 Valuation	\$184 + \$6.27 for each \$100 over \$500	\$198 + \$6.74 for each \$100 over \$500
	Building Permit \$2,001-\$25,000 Valuation	\$278 + \$25.65 for each \$1,000 over \$2,000	\$299 + \$27.56 for each \$1,000 over \$2,000
	Building Permit \$25,001-\$50,000 Valuation	\$868 + \$21.80 for each \$1,000 over \$25,000	\$933 + \$23.42 for each \$1,000 over \$25,000
	Building Permit \$50,001-\$100,000 Valuation	\$1,413 + \$23.60 for each \$1,000 over \$50,000	\$1,518 + \$25.36 for each \$1,000 over \$50,000
	Building Permit \$100,001-\$500,000 Valuation	\$2,593 + \$9.08 for each \$1,000 over \$100,000	\$2,786 + \$9.76 for each \$1,000 over \$100,000
	Building Permit \$500,001-\$1,000,000 Valuation	\$6,225 + \$10.53 for each \$1,000 over \$500,000	\$6,689 + \$11.31 for each \$1,000 over \$500,000
	Building Permit Over \$1,000,000 Valuation	\$11,490 + \$2.86 for each \$1,000 over \$1,000,000	\$12,346 + \$3.07 for each \$1,000 over \$1,000,000
NON-SINGLE FAMILY RESIDENTIAL BUILDING PLAN CHECK			
	Building Plan Check Under \$500 Valuation	\$92	\$99
	Building Plan Check \$501-\$2,000 Valuation	\$92 + \$6.93 for each \$100 over \$500	\$99 + \$7.45 for each \$100 over \$500
	Building Plan Check \$2,001-\$25,000 Valuation	\$196 + \$17.00 for each \$1,000 over \$2,000	\$211 + \$18.27 for each \$1,000 over \$2,000
	Building Plan Check \$25,001-\$50,000 Valuation	\$587 + \$7.80 for each \$1,000 over \$25,000	\$631 + \$8.38 for each \$1,000 over \$25,000
	Building Plan Check \$50,001-\$100,000 Valuation	\$782 + \$3.92 for each \$1,000 over \$50,000	\$840 + \$4.21 for each \$1,000 over \$50,000
	Building Plan Check \$100,001-\$500,000 Valuation	\$978 + \$5.38 for each \$1,000 over \$100,000	\$1,051 + \$5.78 for each \$1,000 over \$100,000
	Building Plan Check \$500,001-\$1,000,000 Valuation	\$3,130 + \$1.56 for each \$1,000 over \$500,000	\$3,363 + \$1.68 for each \$1,000 over \$500,000
	Building Plan Check Over \$1,000,000 Valuation	\$3,910 + \$1.00 for each \$1,000 over \$1,000,000	\$4,201 + \$1.07 for each \$1,000 over \$1,000,000
NON-SINGLE FAMILY RESIDENTIAL COMBO PERMITS:			
	Electrical Permit	40% of the Building Permit Fee	40% of the Building Permit Fee
	Plumbing Permit	10% of the Building Permit Fee	10% of the Building Permit Fee
	Mechanical Permit	20% of the Building Permit Fee	20% of the Building Permit Fee
OTHER DEPARTMENTAL REVIEW			
		15% of the Building Permit Fee	15% of the Building Permit Fee

APPENDIX A

Schedule A-1

BUILDING PERMIT FEES

	<u>SERVICE</u>	<u>CURRENT FEE</u>	<u>PROPOSED FY 23/24</u>
MISCELLANEOUS:			
	Demolition Permit	\$377	\$405
	Duplicate Certificate of Occupancy	\$26	\$28
	Temporary Certificate of Occupancy	\$694 + \$10,000 deposit refunded at time of Final C of O	\$746 + \$10,000 deposit refunded at time of Final C of O
	Other Inspections not specified	\$182	\$196
	Overtime Inspection (4 hour minimum)	OT Hourly Rate	OT Hourly Rate
	Additional Plan Review	Hourly Rate	Hourly Rate
	Expedited Plan Review in addition to regular Plan Review Fee	OT Hourly Rate	OT Hourly Rate
	Pre-Inspection Site Visit	\$227	\$244
	Overtime Hourly Rate is 120% of the Regular Hourly Rate		
GRADING PERMITS			
	Grading Permit under \$2,000 Valuation	\$75	\$81
	Grading Permit \$2,001-\$10,000 Valuation	\$75 + \$31 for each \$1,000 over \$2,000	\$81 + \$33.31 for each \$1,000 over \$2,000
	Grading Permit \$10,001-\$50,000 Valuation	\$323 + \$9.08 for each \$1,000 over \$10,000	\$347 + \$9.76 for each \$1,000 over \$10,000
	Grading Permit \$50,001-\$100,000 Valuation	\$686 + \$5.46 for each \$1,000 over \$50,000	\$737 + \$5.87 for each \$1,000 over \$50,000
	Grading Permit \$100,001-\$500,000 Valuation	\$959 + \$1.36 for each \$1,000 over \$100,000	\$1,030 + \$1.46 for each \$1,000 over \$100,000
	Grading Permit Over \$500,000 Valuation	\$1,503 + \$1.36 for each \$1,000 over \$500,000	\$1,615 + \$1.46 for each \$1,000 over \$500,000
GRADING PLAN CHECK			
	Grading Plan Check under \$2,000 Valuation	\$100	\$107
	Grading Plan Check \$2,001-\$10,000 Valuation	\$100 + \$36.38 for each \$1,000 over \$2,000	\$107 + \$39.09 for each \$1,000 over \$2,000
	Grading Plan Check \$10,001-\$50,000 Valuation	\$391 + \$4.90 for each \$1,000 over \$10,000	\$420 + \$5.27 for each \$1,000 over \$10,000
	Grading Plan Check \$50,001-\$100,000 Valuation	\$587 + \$3.90 for each \$1,000 over \$50,000	\$631 + \$4.19 for each \$1,000 over \$50,000
	Grading Plan Check \$100,001-\$500,000 Valuation	\$782 + \$3.90 for each \$1,000 over \$100,000	\$840 + \$4.19 for each \$1,000 over \$100,000
	Grading Plan Check Over \$500,000 Valuation	\$2,342 + \$3.90 for each \$1,000 over \$500,000	\$2,516 + \$4.19 for each \$1,000 over \$500,000
EXPEDITED PLAN CHECK SURCHARGE		50% of Plan Check Fees	50% of Plan Check Fees
PERMIT CENTER SURCHARGE		4% of Permit and Plan Check Fees	4% of Permit and Plan Check Fees
PLAN RETENTION SURCHARGE		1% of Permit Fees	1% of Permit Fees

APPENDIX A

Schedule A-2

CURRENT

PROPOSED FY 23/24

Electrical Permits

Permit Issuance	\$51.00	\$55.00
Residential Appliances, up to 5 hp	\$136.00	\$146.00
Non-Residential Appliances, up to 5 hp	\$136.00	\$146.00
Electrical Sign	\$151.00	\$162.00
Motors/Transformers (Ratings in HP, KW, KVA, or KVAR)		
up to 100	\$136.00	\$146.00
100 +	\$227.00	\$244.00
Temporary Power Pole	\$121.00	\$130.00
Services, Switchboards, Control Centers, & Panels		
up to 600 volts		
up to 400 amps		
SFR	\$136.00	\$146.00
Non-SFR	\$136.00	\$146.00
over 400 amps	\$182.00	\$196.00
greater than 600 volts	\$227.00	\$244.00
Switchboards		
First Section Standing Panel	N/A	N/A
Additional Sections	N/A	N/A
Fire Warning Communication Control Panel	N/A	N/A
Fire Warning Communication Control Panel - over 600 volts	N/A	N/A
Fire Warning Communication Control Panel - add'l sections	N/A	N/A
Receipt, Switch, Lighting Outlet, and Lighting Fixture, per fixture		
SFR:		
First 10 items	\$17.00	\$18.00
Each item over 10	\$3.00	\$3.00
Non-SFR:		
First 10 items	\$17.00	\$18.00
Each item over 10	\$3.00	\$3.00
Pole or Platform Mounted Fixtures, per fixture		
SFR	\$76.00	\$82.00
Non-SFR	\$76.00	\$82.00
Swimming Pool	\$227.00	\$244.00
Meter Reset	\$106.00	\$114.00
Electrical Duct Bank (per 100 lin ft)	\$92.00	\$99.00
Branch Circuits (Temporary or Future)	\$92.00	\$99.00
Miscellaneous Conduits and Conductors (per 100 linear feet)	\$91.00	\$98.00
Inspections not specified	\$182.00	\$196.00
Reinspections	Hourly Rate	Hourly Rate
After Hours Inspection (4 hour minimum)	OT Hourly Rate	OT Hourly Rate

APPENDIX A

Schedule A-2

CURRENT

PROPOSED FY 23/24

Plan Check - 100% of Permit Fee

Overtime Hourly Rate is 120% of the Regular Hourly Rate

Plumbing Permits

Permit Issuance	\$51.00	\$55.00
Plumbing Fixtures and Vents		
SFR	\$20.00	\$21.00
Non-SFR	\$27.00	\$29.00
Repair or Alteration of Drainage or Vent Piping		
SFR	\$76.00	\$82.00
Non-SFR	\$91.00	\$98.00
Grease Interceptor	\$182.00	\$196.00
Piping (per dwelling unit)	\$91.00	\$98.00
Repipe		
Single Family Residential (per dwelling unit)	\$91.00	\$98.00
Multi Family Residential (per dwelling unit)	\$137.00	\$147.00
Lawn Sprinklers, Vacuum Breakers, and Backflow Protection Dev.		
Each Lawn Sprinkler System per Valve	\$38.00	\$41.00
Each Vacuum Breaker or Backflow Protection Device	\$38.00	\$41.00
Backflow Protection Device greater than 6"	\$318.00	\$342.00
Gas System, per system		
SFR		
Less than 2"	\$136.00	\$146.00
2" or more	\$136.00	\$146.00
For Each Outlet over 5	\$18.00	\$19.00
Non-SFR		
Less than 2"	\$136.00	\$146.00
2" or more	\$136.00	\$146.00
For Each Outlet over 5	\$18.00	\$19.00
Water Heater		
SFR	\$106.00	\$114.00
Non-SFR	\$106.00	\$114.00
Solar Water Heating system (Combo)		
SFR	\$283.00	\$304.00
Non-SFR	\$283.00	\$304.00
Piping to a Condensate Pump, piping repair, sump pump	\$76.00	\$82.00
Earthquake Valve	\$136.00	\$146.00
Sewer		
0-25 linear feet	\$91.00	\$98.00
each additional 100 linear feet	\$45.00	\$48.00
Swimming Pool	\$227.00	\$244.00

APPENDIX A

<u>Schedule A-2</u>	<u>CURRENT</u>	<u>PROPOSED FY 23/24</u>
In-Ground Spa	\$136.00	\$146.00
Pool/Spa Heater	\$106.00	\$114.00
Miscellaneous	\$211.00	\$227.00
Inspections not specified	\$182.00	\$196.00
Reinspections	Hourly Rate	Hourly Rate
After Hours Inspection (4 hour minimum)	OT Hourly Rate	OT Hourly Rate

Plan Check - 100% of Permit Fee

Overtime Hourly Rate is 120% of the Regular Hourly Rate

Mechanical Permits

Permit Issuance	\$51.00	\$55.00
Forced-Air or Gravity-Type Furnace or Burner		
SFR	\$136.00	\$146.00
Non-SFR	\$136.00	\$146.00
Floor Furnace - Installation or Relocation	\$136.00	\$146.00
Suspended/Recessed Wall/Floor Mounted Heater - Install/Reloc	\$136.00	\$146.00
Fireplace		
SFR	\$136.00	\$146.00
Non-SFR	\$136.00	\$146.00
Appliance Vents per each Inlet/Outlet		
SFR	\$38.00	\$41.00
Non-SFR	\$38.00	\$41.00
Air Handling Units	\$91.00	\$98.00
Air Inlet/Air Outlet - First 10 vents	\$136.00	\$146.00
Air Inlet/Air Outlet - Each additional vent	\$3.00	\$3.00
Variable Air Volume Box	\$68.00	\$73.00
Single Register Ventilation Fan	\$68.00	\$73.00
Independent Venting System	\$136.00	\$146.00
Hood served by Mechanical Exhaust	\$136.00	\$146.00
Boilers, Compressors, and Absorption Systems		
0-15 HP or 0-500,000 Btu/h	\$136.00	\$146.00
15-30 HP or 500,001-1,000,000 Btu/h	\$212.00	\$228.00
31-50 HP or 1,000,001-1,750,000 Btu/h	\$257.00	\$276.00
50+ HP or 1,750,001+ Btu/h	\$318.00	\$342.00
Smoke/Fire Damper	\$91.00	\$98.00
Smoke Control Damper	\$91.00	\$98.00
Thermostat	\$91.00	\$98.00
Incinerator/Kiln	\$136.00	\$146.00
Alteration to Duct Work not otherwise noted	\$12.00	\$13.00
Miscellaneous	\$211.00	\$227.00
Inspections not specified	\$182.00	\$196.00

APPENDIX A

Schedule A-2

Reinspections

After Hours Inspection (4 hour minimum)

CURRENT

PROPOSED FY 23/24

	Hourly Rate	Hourly Rate
	OT Hourly Rate	OT Hourly Rate

Plan Check - 100% of Permit Fee

Overtime Hourly Rate is 120% of the Regular Hourly Rate

Combo Permits

Electric Vehicle Charging System

Residential	\$298.00	\$320.00
Commercial	\$833.00	\$895.00

Solar Charging System:

Residential	\$582.00	\$625.00
Commercial	\$1,022.00	\$1,098.00

Swimming Pool

Residential	\$1,267.00	\$1,361.00
Commercial	\$1,592.00	\$1,711.00

Generator

\$709.00	\$762.00
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Sign

\$328.00	\$352.00
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APPENDIX B

		Current	Proposed	
		<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
Adult Sports				
Basketball				
	Resident	203.00	218.00	team
	Non-Resident	243.00	261.00	team
Softball				
	Resident	355.00	381.00	team
	Non-Resident	426.00	458.00	team
Kickball				
	Resident	304.00	218.00	team
	Non-Resident	365.00	261.00	team
Soccer				
	Resident	203.00	218.00	team
	Non-Resident	243.00	261.00	team
Pickleball				
	Resident	350.00	376.00	team
	Non-Resident	420.00	451.00	team
Youth Sports				
	Resident	51.00	100.00	participant
	Non-Resident	75.00	125.00	participant
Day Camps				
Sports Camp				
	Resident	51.00	66.00	participant
	Non-Resident	68.00	82.50	participant
Camp Cowabunga				
	Resident	177.00	225.00	participant
	Non-Resident	250.00	281.50	participant
Tiny Tots				
	Resident	51.00	66.00	participant
	Non-Resident	68.00	82.50	participant
Teen Camp				
	Resident	104.00	132.00	participant
	Non-Resident	130.00	165.00	participant

APPENDIX B

	Current	Proposed	
	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
Spring Break Camp			
Resident	120.00	132.00	participant
Non-Resident	150.00	165.00	participant
Winter Camp Day			
Resident	100.00	132.00	participant
Non-Resident	125.00	165.00	participant
Fired Up! Day Camp			
Resident	25.00	25.00	participant
Non-Resident	32.00	32.00	participant
Contract Day Camps 70/30			
20% Rec ID discount			participant
from base rate			
Administrative Fee for Camp Refunds			
	10.00	11.00	participant
Staff Led Day Camps Aquatics			
Resident	52.00	56.00	participant
Non-Resident	100.00	107.00	participant
Teen Center/Afterschool			
GABIT - Spring and Summer			
Resident or Non-Resident	15.00	16.00	per player
Non-Resident/Non-Card Holder	20.00	21.00	per player
Snowboard Trip			
Resident	66.00	100.00	participant
Non-Resident	100.00	125.00	participant
Bus Only	30.00	30.00	participant
Skate Tournament			
Resident	5.00	5.00	participant
Non-Resident	5.00	7.00	participant
El Segundo Youth Drama Program			
Production Show - Resident	250.00	275.00	participant
Production Show - Non-Resident	313.00	343.75	participant
Variety Show - Resident	200.00	225.00	participant
Variety Show - Non-Resident	250.00	281.25	participant

APPENDIX B

	Current	Proposed	
	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
Aquatics Services			
Rec Swim (Hilltop)			
Card Holder			
Resident - Adult	No Fee	No Fee	participant
Resident - Senior/Youth	No Fee	No Fee	participant
Non-Card Holder			
Adult	6.00	8.00	participant
Senior/Youth	4.00	6.00	participant
Camp Participant	2.00	2.00	participant
Non-Resident Season Pass	110.00	118.00	participant
Rec Swim & Lap Swim (Aquatics Center)			
Adult - Resident	4.00	6.00	participant
Adult - Non-Resident	6.00	8.00	participant
Military - Resident	2.00	4.00	participant
Military - Non-Resident	4.00	6.00	participant
Senior - Resident	2.00	4.00	participant
Senior - Non-Resident	4.00	6.00	participant
Youth - Resident	2.00	4.00	participant
Youth - Non-Resident	4.00	6.00	participant
Special Event Registration			
Resident	5.00	7.00	participant
Non-Resident	10.00	12.00	participant
Group Lessons (All Facilities)			
Resident	48.00	53.00	participant
Non-Resident	60.00	65.00	participant
Private Swim Lessons			
Resident	80.00	90.00	participant
Non-Resident	125.00	135.00	participant
Semi-Private Swim Lessons			
Resident	70.00	75.00	participant
Non-Resident	87.50	94.00	participant
Lifeguard Classes and Certifications			
	200.00	215.00	participant
	No Fee	No Fee	Staff Re-Certification

APPENDIX B

	<u>Current</u>	<u>Proposed</u>	
	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
GIT			
Resident	51.00	55.00	participant
Non-Resident	65.00	70.00	participant
Facility Rentals during Rec Swim			
Resident per hour	36.00	39.00	participant
Non-Resident per hour	120.00	129.00	participant
30-Day Membership (AC)			
Adult Resident	40.00	48.00	membership
Adult Non-Resident	60.00	72.00	membership
Military Resident	20.00	24.00	membership
Military Non-Resident	40.00	48.00	membership
Senior Resident	20.00	24.00	membership
Senior Non-Resident	40.00	48.00	membership
Family Resident	80.00	96.00	membership
Family Non-Resident	120.00	144.00	membership
Youth Resident	20.00	24.00	membership
Youth Non-Resident	40.00	48.00	membership
90-Day Membership (AC)			
Adult Resident	105.00	126.00	membership
Adult Non-Resident	160.00	192.00	membership
Military Resident	55.00	66.00	membership
Military Non-Resident	40.00	48.00	membership
Senior Resident	20.00	24.00	membership
Senior Non-Resident	40.00	48.00	membership
Family Resident	80.00	96.00	membership
Family Non-Resident	120.00	144.00	membership
Youth Resident	20.00	24.00	membership
Youth Non-Resident	40.00	48.00	membership
Annual Membership (AC)			
Adult Resident	400.00	480.00	membership
Adult Non-Resident	600.00	720.00	membership
Military Resident	200.00	240.00	membership
Military Non-Resident	400.00	480.00	membership
Senior Resident	200.00	240.00	membership
Senior Non-Resident	400.00	480.00	membership
Family Resident	800.00	960.00	membership
Family Non-Resident	1,200.00	1,440.00	membership
Youth Resident	200.00	240.00	membership
Youth Non-Resident	400.00	480.00	membership

APPENDIX B

	Current	Proposed	
	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
10 Punch Pass (AC)			
Adult Resident	35.00	42.00	membership
Adult Non-Resident	52.00	62.00	membership
Military Resident	18.00	22.00	membership
Military Non-Resident	35.00	42.00	membership
Senior Resident	18.00	22.00	membership
Senior Non-Resident	35.00	42.00	membership
Youth Resident	18.00	22.00	membership
Youth Non-Resident	35.00	42.00	membership
20 Punch Pass (AC)			
Adult Resident	65.00	78.00	membership
Adult Non-Resident	100.00	120.00	membership
Military Resident	33.00	40.00	membership
Military Non-Resident	65.00	78.00	membership
Senior Resident	33.00	40.00	membership
Senior Non-Resident	65.00	78.00	membership
Youth Resident	33.00	40.00	membership
Youth Non-Resident	65.00	78.00	membership
20 Punch Pass (AC)			
Adult Resident	90.00	108.00	membership
Adult Non-Resident	135.00	162.00	membership
Military Resident	45.00	54.00	membership
Military Non-Resident	90.00	108.00	membership
Senior Resident	45.00	54.00	membership
Senior Non-Resident	90.00	108.00	membership
Youth Resident	45.00	54.00	membership
Youth Non-Resident	90.00	108.00	membership
Rental Fees	Various	Various	See Appendix D
Recreation Card Registration (Annual)			
Adult	15.00	17.00	card
Youth	10.00	12.00	card
Senior/Infant	5.00	7.00	card
Replacement	5.00	7.00	card
Wiseburn Card Registration (Annual) (AC Only)			
Adult	15.00	17.00	card
Youth	10.00	12.00	card
Senior/Infant	5.00	7.00	card
Replacement	5.00	7.00	card

Appendix C

		Current	Proposed	
		FY 22-23	FY 23-24	Comment
Recreation Park Picnic Reservations				
Picnic Area - Each Area (4 tables, max capacity 50)				
	Less Than 25 People (First-come, first- served)	Free	Free	
	El Segundo Non-Profit/Individual (25+ people)	12.00	15.00	hour
	El Segundo for Profit (25+ people)	24.00	30.00	hour
	Non-Resident Groups (25+ people)	36.00	45.00	hour
	Commercial		60.00	hour
				NEW
BBQ Area (max capacity 75)				
	El Segundo Non-Profit/Individual	30.50	35.00	hour
	El Segundo for Profit	61.00	70.00	hour
	Non-Resident Groups	91.00	105.00	hour
	Commercial		140.00	hour
				NEW
Fire Circle (max capacity 100)				
	El Segundo Non-Profit/Individual	25.50	50.00	hour
	El Segundo for Profit	51.00	100.00	hour
	Non-Resident Groups	76.00	150.00	hour
	Commercial		200.00	hour
				NEW
Inflatable Bouncer Surcharge				
	El Segundo Non-Profit/Individual	41.00	50.00	per event
	El Segundo for Profit	81.00	100.00	per event
	Non-Resident Groups	122.00	150.00	per event
	Commercial		200.00	per event
				NEW
Recreation Park Outdoor Amenities				
Grass Area				
	El Segundo Non-Profit/Individual	51.00	60.00	hour
	El Segundo for Profit	101.00	120.00	hour
	Non-Resident Groups	152.00	180.00	hour
	Commercial		240.00	hour
				NEW
Basketball Court				
	El Segundo Non-Profit/Individual	51.00	60.00	hour
	El Segundo for Profit	101.00	120.00	hour
	Non-Resident Groups	152.00	180.00	hour
	Commercial		240.00	hour
				NEW
Volleyball Court				
	El Segundo Non-Profit/Individual	25.50	30.00	hour
	El Segundo for Profit	51.00	60.00	hour
	Non-Resident Groups	76.00	90.00	hour
	Commercial		120.00	hour
				NEW
Roller Hockey Rink				
	El Segundo Non-Profit/Individual	25.50	60.00	hour
	El Segundo for Profit	51.00	120.00	hour
	Non-Resident Groups	76.00	180.00	hour
	Commercial		240.00	hour
				NEW
Skate Park - Facility Rental				
	El Segundo Non-Profit/Individual	25.00	60.00	hour
	El Segundo for Profit	50.00	120.00	hour
	Non-Resident Groups	75.00	180.00	hour
	Commercial		240.00	hour
				NEW

Appendix C

		Current	Proposed	
		FY 22-23	FY 23-24	Comment
Recreation Park Picnic Reservations				
Lawn Bowling Green				
El Segundo Non-Profit/Individual		5.00	60.00	hour
El Segundo for Profit		10.00	120.00	hour
Non-Resident Groups		15.00	180.00	hour
Commercial	NEW		240.00	hour
Clubhouse Amphitheatre				
El Segundo Non-Profit/Individual		10.00	60.00	hour
El Segundo for Profit		20.00	120.00	hour
Non-Resident Groups		30.00	180.00	hour
Commercial	NEW		240.00	hour
Clubhouse Outdoor Patio				
El Segundo Non-Profit/Individual		16.00	35.00	hour
El Segundo for Profit		32.00	70.00	hour
Non-Resident Groups		48.00	105.00	hour
Commercial	NEW		140.00	hour
Recreation Park Sport Amenities				
Tennis, Racquetball, Paddle Tennis, Pickleball Courts				
El Segundo Non-Profit/Individual/Profit		5.00	10.00	hour
Non-Resident Groups		15.00	20.00	hour
Commercial	NEW		30.00	hour
Batting Cage				
El Segundo Non-Profit/Individual/Profit	NEW		10.00	hour
Non-Resident Groups	NEW		20.00	hour
Commercial	NEW		30.00	hour
Hitting Wall				
El Segundo Non-Profit/Individual/Profit	NEW		10.00	hour
Non-Resident Groups	NEW		20.00	hour
Commercial	NEW		30.00	hour
Athletic Fields				
George Brett Field				
El Segundo Non-Profit/Individual		30.50	60.00	hour
El Segundo for Profit		61.00	120.00	hour
Non-Resident Groups		91.00	180.00	hour
Commercial			240.00	hour
Stevenson Field				
El Segundo Non-Profit/Individual		30.50	60.00	hour
El Segundo for Profit		61.00	120.00	hour
Non-Resident Groups		91.00	180.00	hour
Commercial			240.00	hour
Softball Field				
El Segundo Non-Profit/Individual		30.50	60.00	hour
El Segundo for Profit		61.00	120.00	hour
Non-Resident Groups		91.00	180.00	hour
Commercial			240.00	hour

Appendix C

	Current	Proposed	
	FY 22-23	FY 23-24	Comment
Recreation Park Picnic Reservations			
Richmond Field			
El Segundo Non-Profit/Individual	30.50	60.00	hour
El Segundo for Profit	61.00	120.00	hour
Non-Resident Groups	91.00	180.00	hour
Commercial		240.00	hour
Campus El Segundo (1/2 Field Available)			
El Segundo Non-Profit/Individual	60.00	80.00	hour
El Segundo for Profit	120.00	160.00	hour
Non-Resident Groups	180.00	240.00	hour
Commercial		320.00	hour
Athletic Field Lighting Fee			
El Segundo Non-Profit/Individual	No fee	25.00	
El Segundo for Profit	20.50	50.00	hour
Non-Resident Groups	20.50	50.00	hour
Clubhouse Large Capacity Rooms (Auditorium)			
Large Capacity Room (150) (Joslyn Center Social Hall, Clubhouse Auditorium)			
El Segundo Non-Profit/Individual	50.00	54.00	hour
El Segundo for Profit	100.00	107.00	hour
Non-Resident Groups	150.00	161.00	hour
Meeting Room (max capacity 50) (Joslyn Center Multi-purpose Room, Joslyn Center Craft Room, Joslyn Center Library, Clubhouse Tri-Room, Clubhouse Drop-In Room)			
El Segundo Non-Profit/Individual	16.00	25.00	hour
El Segundo for Profit	32.00	50.00	hour
Non-Resident Groups	48.00	75.00	hour
Kitchen (Add-On at Joslyn Center or Clubhouse)			
El Segundo Non-Profit/Individual	11.00	25.00	hour
El Segundo for Profit	22.00	50.00	hour
Non-Resident Groups	33.00	75.00	hour
Camp Eucalyptus			
El Segundo Non-Profit/Individual	50.00	54.00	hour
El Segundo for Profit	100.00	107.00	hour
Non-Resident Groups	150.00	161.00	hour
Teen Center			
El Segundo Non-Profit/Individual	50.00	54.00	hour
El Segundo for Profit	100.00	107.00	hour
Non-Resident Groups	150.00	161.00	hour
Aquatics Facilities			
Hilltop Pool (*See below for staff fees)			
El Segundo Non-Profit/Individual	101.00	109.00	hour
El Segundo for Profit	240.00	258.00	hour
Non-Resident Groups	360.00	387.00	hour

Appendix C

	Current	Proposed	
	FY 22-23	FY 23-24	Comment
Recreation Park Picnic Reservations			
Inflatable Obstacle Course and Staff Fee (in addition to facility fee)			
El Segundo Non-Profit/Individual	100.00	107.00	hour
El Segundo for Profit	180.00	193.00	hour
Non-Resident Groups	216.00	232.00	hour
Key Log Roll			
El Segundo Non-Profit/Individual	50.00	54.00	hour
El Segundo for Profit	90.00	97.00	hour
Non-Resident Groups	108.00	116.00	hour
Additional Staffing Fees for Aquatics Facility Rentals (Lifeguard Costs by Group Size)			
One to 19 people (1 senior guard, 1 lifeguard)			
El Segundo Non-Profit/Individual	40.00	43.00	hour
El Segundo for Profit	48.00	52.00	hour
Non-Resident Groups	58.00	62.00	hour
20 to 39 people (1 senior guard, 2 lifeguards)			
El Segundo Non-Profit/Individual	55.00	59.00	hour
El Segundo for Profit	66.00	71.00	hour
Non-Resident Groups	80.00	86.00	hour
40 to 59 people (1 senior guard, 3 lifeguards)			
El Segundo Non-Profit/Individual	70.00	75.00	hour
El Segundo for Profit	84.00	90.00	hour
Non-Resident Groups	100.00	107.00	hour
60+ people (1 senior guard, 4 lifeguards)			
El Segundo Non-Profit/Individual	85.00	91.00	hour
El Segundo for Profit	102.00	110.00	hour
Non-Resident Groups	123.00	132.00	hour
Neighborhood Parks			
Library Park			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
			NEW
Hilltop Picnic			
El Segundo Non-Profit/Individual	12.00	15.00	hour
El Segundo for Profit	24.00	30.00	hour
Non-Resident Groups	36.00	45.00	hour
Commercial		60.00	hour
			NEW
Acacia Picnic			
El Segundo Non-Profit/Individual	12.00	15.00	hour
El Segundo for Profit	24.00	30.00	hour
Non-Resident Groups	36.00	45.00	hour
Commercial		60.00	hour
			NEW
Sycamore Park (max capacity 25)			
El Segundo Non-Profit/Individual	12.00	15.00	hour
El Segundo for Profit	24.00	30.00	hour
Non-Resident Groups	36.00	45.00	hour
Commercial		60.00	hour
			NEW

Appendix C

	Current	Proposed	
Recreation Park Picnic Reservations	FY 22-23	FY 23-24	Comment
Kansas Park (max capacity 25)			
El Segundo Non-Profit/Individual	12.00	15.00	hour
El Segundo for Profit	24.00	30.00	hour
Non-Resident Groups	36.00	45.00	hour
Commercial		60.00	hour
			NEW
Independence Park (group 25+)			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
Commercial		240.00	hour
Constitution Park (group 25+)			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
Commercial		240.00	hour
			NEW
Washington Park (group 25+)			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
Commercial		240.00	hour
			NEW
Freedom Park (group 25+)			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
Commercial		240.00	hour
			NEW
Security Deposit	203.00	250.00	per event
Additional Staff Fee (If Necessary)	25.50	30.00	per hour/per staff person
Cancellation Policy	51.00	55.00	

APPENDIX D

	Current	Proposed
	<u>FY 22-23</u>	<u>FY 23-24</u>
REC-018 COMPETITION POOL - RENTAL - HOURLY RATES		
SHORT COURSE - FOR PROFIT - SHORT TERM RENTAL <10HRS/WK	25.50	27.00
SHORT COURSE - FOR PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	20.50	22.00
LONG COURSE - FOR PROFIT - SHORT TERM RENTAL <10HRS/WK	46.00	49.00
LONG COURSE - FOR PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	35.50	38.00
SHORT COURSE - NON-PROFIT - SHORT TERM RENTAL <10HRS/WK	20.50	22.00
SHORT COURSE - NON-PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	15.50	17.00
LONG COURSE - NON-PROFIT - SHORT TERM RENTAL <10HRS/WK	41.00	44.00
LONG COURSE - NON-PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	30.50	33.00
HALF POOL - ALTERNATE USE - FOR PROFIT - SHORT TERM RENTAL <10HRS/WK	106.00	114.00
HALF POOL - ALTERNATE USE - FOR PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	86.00	92.00
FULL POOL - ALTERNATE USE - FOR PROFIT - SHORT TERM RENTAL <10HRS/WK	213.00	229.00
FULL POOL - ALTERNATE USE - FOR PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	172.00	185.00
HALF POOL - ALTERNATE USE - NON-PROFIT - SHORT TERM REANTAL <10HRS/WK	86.00	92.00
HALF POOL - ALTERNATE USE - NON-PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	66.00	71.00
FULL POOL - ALTERNATE USE - NON-PROFIT - SHORT TERM RENTAL < 10HRS/WK	203.00	218.00
FULL POOL - ALTERNATE USE - NON-PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	152.00	163.00
REC -019 TEACHING POOL - RENTAL - HOURLY RATES		
FOR PROFIT - SHORT TERM RENTAL <10HRS/WK	25.50	27.00
FOR PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	20.50	22.00
NON-PROFIT - SHORT TERM RENTAL <10HRS/WK	15.50	17.00
NON-PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	10.50	11.00
FULL POOL - FOR PROFIT - SHORT TERM RENTAL <10RS/WK	101.00	109.00
FULL POOL - FOR PROFIT - LONG TERM RENTAL > OR = 10HRS/WK	81.00	87.00
FULL POOL - NON-PROFIT - SHORT TERM RENTAL <10HRS/WK	61.00	66.00
FULL POOL - NON-PROFIT - LONG TERM RENTAL > OR = 10HRS / WK	41.00	44.00
REC - 020 EVENT/FILMING PRICING		
FULL DAY COMPETITION POOL (6+ HOURS)	3,549.00	3,813.00
HALF DAY COMPETITION POOL (< 6 HOURS)	1,876.00	2,016.00
FULL DAY TEACHING POOL (6+ HOURS)	710.00	763.00
HALFDAY TEACHING POOL (< 6 HOURS)	431.00	463.00
LIGHTING FEE (IF APPLICABLE)	\$20.50 / HR	\$22.00 / HR
TIMING SYSTEM (IF APPLICABLE)	\$56.00 / EVENT	\$60.00 / EVENT
EXTRA STAFF (IF APPLICABLE)	\$30.00 / HR	\$32.00 / HR

APPENDIX E

		Current	Proposed	
		<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
AD-002	FILM PERMIT PROCESSING			
	FILM LOCATION FEES			
	UNLESS OTHERWISE STATED, LOCATION FEES ARE PER HOUR WITH A FOUR HOUR MINIMUM. STAFF FEES ARE NOT INCLUDED IN THESE RATES AND WILL BE ADDED WHERE APPLICABLE.			
	RECREATION PARK			
	PICNIC AREA	37.00	60.00	
	BBQ AREA	92.00	140.00	
	FIRE CIRCLE	77.00	240.00	
	VOLLEYBALL COURT	77.00	120.00	
	ROLLER HOCKEY RINK	77.00	240.00	
	SKATE PARK	77.00	240.00	
	TENNIS, RACQUETBALL, PADDLE TENNIS COURTS	15.00	240.00	
	GRASS AREA	153.00	240.00	
	BASKETBALL COURT	153.00	240.00	
	INFLATABLES SURCHARGE (PER EVENT)	123.00	200.00	
	ATHLETIC FIELDS			
	GEORGE BRETT FIELD	92.00	240.00	
	STEVENSON FIELD	92.00	240.00	
	SOFTBALL FIELD	92.00	240.00	
	RICHMOND FIELD	92.00	240.00	
	CAMPUS EL SEGUNDO (PER FIELD)	184.00	320.00	
	ATHLETIC FIELD LIGHTING FEE	20.00	50.00	
	COMMUNITY CENTERS			
	JOSLYN CENTER MULTI-PURPOSE ROOM	46.00	100.00	
	JOSLYN CENTER CRAFT ROOM	46.00	100.00	
	JOSLYN CENTER LIBRARY	46.00	100.00	
	CLUBHOUSE TRI-ROOM	46.00	100.00	
	CLUBHOUSE DROP-IN ROOM	46.00	100.00	
	KITCHEN ADD-ON AT JOSLYN OR CLUBHOUSE	31.00	100.00	
	CAMP EUCALYPTUS	153.00	200.00	
	TEEN CENTER JOSLYN CENTER SOCIAL HALL	153.00	200.00	
	CLUBHOUSE AUDITORIUM	153.00	200.00	
	AQUATICS FACILITIES			
	HILLTOP POOL	307.00	330.00	PLUS STAFF FEES
NEW	COMPETITION POOL (6+ HOURS)	3,549.00	3,813.00	PLUS STAFF FEES
NEW	COMPETITION POOL (<6 HOURS)	1,876.00	2,016.00	PLUS STAFF FEES
NEW	INSTRUCTIONAL POOL (6+ HOURS)	710.00	763.00	PLUS STAFF FEES
NEW	INSTRUCTIONAL POOL (<6 HOURS)	431.00	463.00	PLUS STAFF FEES
	NEIGHBORHOOD PARKS			
	LIBRARY PARK	153.00	240.00	
	INDEPENDENCE PARK	153.00	240.00	
	CONSTITUTION PARK	153.00	240.00	
	WASHINGTON PARK	153.00	240.00	
	FREEDOM PARK	153.00	240.00	
	HILLTOP PICNIC	37.00	60.00	
	ACACIA PICNIC	37.00	60.00	

APPENDIX E

	Current	Proposed	
	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
SYCAMORE PARK (MAX CAPACITY 25)	37.00	60.00	
KANSAS PARK (MAX CAPACITY 25)	37.00	60.00	
CITY OWNED BUILDINGS			
THE USE OF CITY OWNED BUILDINGS FOR FILMING WILL BE CONSIDERED ON A CASE BY CASE BASIS. FEES WILL BE DETERMINED BY THE CITY MANAGER OR CITY MANAGER'S DESIGNEE.			
PARKING LOT	25.00	30.00	or
AMOUNT PER PARKING SPACE	2.00	3.00	per hour

*WORKING AROUND THEIR NORMAL SCHEDULE, POLICE AND FIRE PERSONNEL WORK FILM DETAILS ON AN OVERTIME BASIS. DUE TO POSSIBLE CONFLICTS WITH WORK SCHEDULES, FILM COMPANIES SHOULD ATTEMPT TO SCHEDULE WORK HOURS 7 DAYS IN ADVANCE. THE POLICE DEPARTMENT MAY REQUIRE SUPERVISORS TO WORK IF MORE THAN 3 OFFICERS ARE WORKING AT THE SAME TIME. WORK SCHEDULE CANCELLATIONS BY THE PRODUCTION COMPANY WITHIN 24 HOURS OF THE SCHEDULED FILMING HOURS WILL INCUR A 4-HOUR MINIMUM CHARGE FOR EACH OFFICER INVOLVED (TO BE DEDUCTED FROM THE PERMIT FEES).

THE NUMBER OF OFFICERS REQUIRED IS DETERMINED BY THE POLICE DEPARTMENT. ALL POLICE PERSONNEL SCHEDULING WILL ALSO BE COORDINATED THROUGH THE POLICE DEPARTMENT.

FEES ARE ESTIMATED IN ADVANCE AND ACUAL COSTS WILL BE CALCULATED WHEN THE PROJECT IS COMPLETED.

EXHIBIT B

		Current	Proposed By Staff	
		<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
AD-004	CREDIT CARD PROCESSING			
	PROCESSING FEE	2.75%	2.90%	Overall fees have increased and new Community Development portals will charge 2.90%
Appendix B Changes other than CPI:				
Adult Sports				
	Kickball			
	Resident	304.00	218.00	Reduced to market rate
	Non-Resident	365.00	261.00	Reduced to market rate
Youth Sports				
	Resident	51.00	100.00	participant
	Non-Resident	75.00	125.00	participant
Day Camps				
	Sports Camp			
	Resident	51.00	66.00	participant
	Non-Resident	68.00	82.50	participant
	Camp Cowabunga			
	Resident	177.00	225.00	participant
	Non-Resident	250.00	281.50	participant
	Tiny Tots			
	Resident	51.00	66.00	participant
	Non-Resident	68.00	82.50	participant
	Teen Camp			
	Resident	104.00	132.00	participant
	Non-Resident	130.00	165.00	participant
	Spring Break Camp			
	Resident	120.00	132.00	participant
	Non-Resident	150.00	165.00	participant
	Winter Camp Day			
	Resident	100.00	132.00	participant
	Non-Resident	125.00	165.00	participant
	Fired Up! Day Camp			
	Resident	25.00	25.00	participant
	Non-Resident	32.00	32.00	participant
Teen Center/Afterschool				
	Snowboard Trip			
	Resident	66.00	100.00	participant
	Non-Resident	100.00	125.00	participant
	Bus Only	30.00	30.00	participant
	Skate Tournament			
	Non-Resident	5.00	7.00	participant

EXHIBIT B

		Current	Proposed By Staff
		<u>FY 22-23</u>	<u>FY 23-24</u>
			<u>Comment</u>
El Segundo Youth Drama Program			
	Production Show - Resident	250.00	275.00 participant
	Production Show - Non-Resident	313.00	343.75 participant
	Variety Show - Resident	200.00	225.00 participant
	Variety Show - Non-Resident	250.00	281.25 participant
Aquatics Services			
Rec Swim (Hilltop)			
	Non-Card Holder		
	Adult	6.00	8.00 participant
	Senior/Youth	4.00	6.00 participant
Rec Swim & Lap Swim (Aquatics Center)			
	Adult - Resident	4.00	6.00 participant
	Adult - Non-Resident	6.00	8.00 participant
	Military - Resident	2.00	4.00 participant
	Military - Non-Resident	4.00	6.00 participant
	Senior - Resident	2.00	4.00 participant
	Senior - Non-Resident	4.00	6.00 participant
	Youth - Resident	2.00	4.00 participant
	Youth - Non-Resident	4.00	6.00 participant
Special Event Registration			
	Resident	5.00	7.00 participant
	Non-Resident	10.00	12.00 participant
Group Lessons (All Facilities)			
	Resident	48.00	53.00 participant
	Non-Resident	60.00	65.00 participant
Private Swim Lessons			
	Resident	80.00	90.00 participant
	Non-Resident	125.00	135.00 participant
30-Day Membership (AC)			
	Adult Resident	40.00	48.00 membership
	Adult Non-Resident	60.00	72.00 membership
	Military Resident	20.00	24.00 membership
	Military Non-Resident	40.00	48.00 membership
	Senior Resident	20.00	24.00 membership
	Senior Non-Resident	40.00	48.00 membership
	Family Resident	80.00	96.00 membership
	Family Non-Resident	120.00	144.00 membership
	Youth Resident	20.00	24.00 membership
	Youth Non-Resident	40.00	48.00 membership
90-Day Membership (AC)			
	Adult Resident	105.00	126.00 membership
	Adult Non-Resident	160.00	192.00 membership
	Military Resident	55.00	66.00 membership
	Military Non-Resident	40.00	48.00 membership
	Senior Resident	20.00	24.00 membership
	Senior Non-Resident	40.00	48.00 membership
	Family Resident	80.00	96.00 membership
	Family Non-Resident	120.00	144.00 membership
	Youth Resident	20.00	24.00 membership
	Youth Non-Resident	40.00	48.00 membership

EXHIBIT B

		Current	Proposed By Staff	
		<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
Annual Membership (AC)				
	Adult Resident	400.00	480.00	membership
	Adult Non-Resident	600.00	720.00	membership
	Military Resident	200.00	240.00	membership
	Military Non-Resident	400.00	480.00	membership
	Senior Resident	200.00	240.00	membership
	Senior Non-Resident	400.00	480.00	membership
	Family Resident	800.00	960.00	membership
	Family Non-Resident	1,200.00	1,440.00	membership
	Youth Resident	200.00	240.00	membership
	Youth Non-Resident	400.00	480.00	membership
10 Punch Pass (AC)				
	Adult Resident	35.00	42.00	membership
	Adult Non-Resident	52.00	62.00	membership
	Military Resident	18.00	22.00	membership
	Military Non-Resident	35.00	42.00	membership
	Senior Resident	18.00	22.00	membership
	Senior Non-Resident	35.00	42.00	membership
	Youth Resident	18.00	22.00	membership
	Youth Non-Resident	35.00	42.00	membership
20 Punch Pass (AC)				
	Adult Resident	65.00	78.00	membership
	Adult Non-Resident	100.00	120.00	membership
	Military Resident	33.00	40.00	membership
	Military Non-Resident	65.00	78.00	membership
	Senior Resident	33.00	40.00	membership
	Senior Non-Resident	65.00	78.00	membership
	Youth Resident	33.00	40.00	membership
	Youth Non-Resident	65.00	78.00	membership
20 Punch Pass (AC)				
	Adult Resident	90.00	108.00	membership
	Adult Non-Resident	135.00	162.00	membership
	Military Resident	45.00	54.00	membership
	Military Non-Resident	90.00	108.00	membership
	Senior Resident	45.00	54.00	membership
	Senior Non-Resident	90.00	108.00	membership
	Youth Resident	45.00	54.00	membership
	Youth Non-Resident	90.00	108.00	membership
Recreation Card Registration (Annual)				
	Adult	15.00	17.00	card
	Youth	10.00	12.00	card
	Senior/Infant	5.00	7.00	card
	Replacement	5.00	7.00	card
Wiseburn Card Registration (Annual) (AC Only)				
	Adult	15.00	17.00	card
	Youth	10.00	12.00	card
	Senior/Infant	5.00	7.00	card
	Replacement	5.00	7.00	card

EXHIBIT B

	Current	Proposed By Staff	
	FY 22-23	FY 23-24	Comment
Appendix C Changes other than CPI:			
Recreation Park Picnic Reservations			
Picnic Area - Each Area (4 tables, max capacity 50)			
Less Than 25 People (First-come, first- served)	Free	Free	
El Segundo Non-Profit/Individual (25+ people)	12.00	15.00	hour
El Segundo for Profit (25+ people)	24.00	30.00	hour
Non-Resident Groups (25+ people)	36.00	45.00	hour
NEW Commercial		60.00	hour
BBQ Area (max capacity 75)			
El Segundo Non-Profit/Individual	30.50	35.00	hour
El Segundo for Profit	61.00	70.00	hour
Non-Resident Groups	91.00	105.00	hour
NEW Commercial		140.00	hour
Fire Circle (max capacity 100)			
El Segundo Non-Profit/Individual	25.50	50.00	hour
El Segundo for Profit	51.00	100.00	hour
Non-Resident Groups	76.00	150.00	hour
NEW Commercial		200.00	hour
Inflatable Bouncer Surcharge			
El Segundo Non-Profit/Individual	41.00	50.00	per event
El Segundo for Profit	81.00	100.00	per event
Non-Resident Groups	122.00	150.00	per event
NEW Commercial		200.00	per event
Recreation Park Outdoor Amenities			
Grass Area			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
NEW Commercial		240.00	hour
Basketball Court			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
NEW Commercial		240.00	hour
Volleyball Court			
El Segundo Non-Profit/Individual	25.50	30.00	hour
El Segundo for Profit	51.00	60.00	hour
Non-Resident Groups	76.00	90.00	hour
NEW Commercial		120.00	hour
Roller Hockey Rink			
El Segundo Non-Profit/Individual	25.50	60.00	hour
El Segundo for Profit	51.00	120.00	hour
Non-Resident Groups	76.00	180.00	hour
NEW Commercial		240.00	hour
Skate Park - Facility Rental			
El Segundo Non-Profit/Individual	25.00	60.00	hour
El Segundo for Profit	50.00	120.00	hour
Non-Resident Groups	75.00	180.00	hour
NEW Commercial		240.00	hour

EXHIBIT B

		Current	Proposed By Staff	
		<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
Lawn Bowling Green				
	El Segundo Non-Profit/Individual	5.00	60.00	hour
	El Segundo for Profit	10.00	120.00	hour
	Non-Resident Groups	15.00	180.00	hour
	NEW Commercial		240.00	hour
Clubhouse Amphitheatre				
	El Segundo Non-Profit/Individual	10.00	60.00	hour
	El Segundo for Profit	20.00	120.00	hour
	Non-Resident Groups	30.00	180.00	hour
	NEW Commercial		240.00	hour
Clubhouse Outdoor Patio				
	El Segundo Non-Profit/Individual	16.00	35.00	hour
	El Segundo for Profit	32.00	70.00	hour
	Non-Resident Groups	48.00	105.00	hour
	NEW Commercial		140.00	hour
Recreation Park Sport Amenities				
Tennis, Racquetball, Paddle Tennis, Pickleball Courts				
	El Segundo Non-Profit/Individual/Profit	5.00	10.00	hour
	Non-Resident Groups	15.00	20.00	hour
	NEW Commercial		30.00	hour
new Batting Cage				
	NEW El Segundo Non-Profit/Individual/Profit		10.00	hour
	NEW Non-Resident Groups		20.00	hour
	NEW Commercial		30.00	hour
Hitting Wall				
	NEW El Segundo Non-Profit/Individual/Profit		10.00	hour
	NEW Non-Resident Groups		20.00	hour
	NEW Commercial		30.00	hour
Athletic Fields				
George Brett Field				
	El Segundo Non-Profit/Individual	30.50	60.00	hour
	El Segundo for Profit	61.00	120.00	hour
	Non-Resident Groups	91.00	180.00	hour
	NEW Commercial		240.00	hour
Stevenson Field				
	El Segundo Non-Profit/Individual	30.50	60.00	hour
	El Segundo for Profit	61.00	120.00	hour
	Non-Resident Groups	91.00	180.00	hour
	NEW Commercial		240.00	hour
Softball Field				
	El Segundo Non-Profit/Individual	30.50	60.00	hour
	El Segundo for Profit	61.00	120.00	hour
	Non-Resident Groups	91.00	180.00	hour
	NEW Commercial		240.00	hour
Richmond Field				
	El Segundo Non-Profit/Individual	30.50	60.00	hour
	El Segundo for Profit	61.00	120.00	hour
	Non-Resident Groups	91.00	180.00	hour
	NEW Commercial		240.00	hour

EXHIBIT B

	Current	Proposed By Staff	
	FY 22-23	FY 23-24	Comment
Campus El Segundo (1/2 Field Available)			
El Segundo Non-Profit/Individual	60.00	80.00	hour
El Segundo for Profit	120.00	160.00	hour
Non-Resident Groups	180.00	240.00	hour
NEW Commercial		320.00	hour
Athletic Field Lighting Fee			
El Segundo Non-Profit/Individual	No fee	25.00	
El Segundo for Profit	20.50	50.00	hour
Non-Resident Groups	20.50	50.00	hour
Clubhouse Large Capacity Rooms (Auditorium)			
Meeting Room (max capacity 50)			
(Joslyn Center Multi-purpose Room, Joslyn Center Craft Room, Joslyn Center Library, Clubhouse Tri-Room, Clubhouse Drop-In Room)			
El Segundo Non-Profit/Individual	16.00	25.00	hour
El Segundo for Profit	32.00	50.00	hour
Non-Resident Groups	48.00	75.00	hour
Kitchen (Add-On at Joslyn Center or Clubhouse)			
El Segundo Non-Profit/Individual	11.00	25.00	hour
El Segundo for Profit	22.00	50.00	hour
Non-Resident Groups	33.00	75.00	hour
Neighborhood Parks			
Library Park			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
Hilltop Picnic			
El Segundo Non-Profit/Individual	12.00	15.00	hour
El Segundo for Profit	24.00	30.00	hour
Non-Resident Groups	36.00	45.00	hour
Commercial		60.00	hour
Acacia Picnic			
El Segundo Non-Profit/Individual	12.00	15.00	hour
El Segundo for Profit	24.00	30.00	hour
Non-Resident Groups	36.00	45.00	hour
NEW Commercial		60.00	hour
Sycamore Park (max capacity 25)			
El Segundo Non-Profit/Individual	12.00	15.00	hour
El Segundo for Profit	24.00	30.00	hour
Non-Resident Groups	36.00	45.00	hour
NEW Commercial		60.00	hour
Kansas Park (max capacity 25)			
El Segundo Non-Profit/Individual	12.00	15.00	hour
El Segundo for Profit	24.00	30.00	hour
Non-Resident Groups	36.00	45.00	hour
NEW Commercial		60.00	hour
Independence Park (group 25+)			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
NEW Commercial		240.00	hour

EXHIBIT B

	Current	Proposed By Staff	
	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
Constitution Park (group 25+)			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
NEW Commercial		240.00	hour
Washington Park (group 25+)			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
NEW Commercial		240.00	hour
Freedom Park (group 25+)			
El Segundo Non-Profit/Individual	51.00	60.00	hour
El Segundo for Profit	101.00	120.00	hour
Non-Resident Groups	152.00	180.00	hour
NEW Commercial		240.00	hour
Security Deposit	203.00	250.00	per event
Additional Staff Fee (If Necessary)	25.50	30.00	per hour/per staff person

Appendix E Changes other than CPI:

AD-002

FILM PERMIT PROCESSING

FILM LOCATION FEES

UNLESS OTHERWISE STATED, LOCATION FEES ARE PER HOUR WITH A FOUR HOUR MINIMUM. STAFF FEES ARE NOT INCLUDED IN THESE RATES AND WILL BE ADDED WHERE APPLICABLE.

RECREATION PARK

PICNIC AREA	37.00	60.00
BBQ AREA	92.00	140.00
FIRE CIRCLE	77.00	240.00
VOLLEYBALL COURT	77.00	120.00
ROLLER HOCKEY RINK	77.00	240.00
SKATE PARK	77.00	240.00
TENNIS, RACQUETBALL, PADDLE TENNIS COURTS	15.00	240.00
GRASS AREA	153.00	240.00
BASKETBALL COURT	153.00	240.00
INFLATABLES SURCHARGE (PER EVENT)	123.00	200.00

ATHLETIC FIELDS

GEORGE BRETT FIELD	92.00	240.00
STEVENSON FIELD	92.00	240.00
SOFTBALL FIELD	92.00	240.00
RICHMOND FIELD	92.00	240.00
CAMPUS EL SEGUNDO (PER FIELD)	184.00	320.00
ATHLETIC FIELD LIGHTING FEE	20.00	50.00

EXHIBIT B

		Current	Proposed By Staff	
		<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Comment</u>
COMMUNITY CENTERS				
	JOSLYN CENTER MULTI-PURPOSE ROOM	46.00	100.00	
	JOSLYN CENTER CRAFT ROOM	46.00	100.00	
	JOSLYN CENTER LIBRARY	46.00	100.00	
	CLUBHOUSE TRI-ROOM	46.00	100.00	
	CLUBHOUSE DROP-IN ROOM	46.00	100.00	
	KITCHEN ADD-ON AT JOSLYN OR CLUBHOUSE	31.00	100.00	
	CAMP EUCALYPTUS	153.00	200.00	
	TEEN CENTER JOSLYN CENTER SOCIAL HALL	153.00	200.00	
	CLUBHOUSE AUDITORIUM	153.00	200.00	
AQUATICS FACILITIES				
	HILLTOP POOL	307.00	330.00	PLUS STAFF FEES
NEW	COMPETITION POOL (6+ HOURS)	3,549.00	3,813.00	PLUS STAFF FEES
NEW	COMPETITION POOL (<6 HOURS)	1,876.00	2,016.00	PLUS STAFF FEES
NEW	INSTRUCTIONAL POOL (6+ HOURS)	710.00	763.00	PLUS STAFF FEES
NEW	INSTRUCTIONAL POOL (<6 HOURS)	431.00	463.00	PLUS STAFF FEES
NEIGHBORHOOD PARKS				
	LIBRARY PARK	153.00	240.00	
	INDEPENDENCE PARK	153.00	240.00	
	CONSTITUTION PARK	153.00	240.00	
	WASHINGTON PARK	153.00	240.00	
	FREEDOM PARK	153.00	240.00	
	HILLTOP PICNIC	37.00	60.00	
	ACACIA PICNIC	37.00	60.00	
	SYCAMORE PARK (MAX CAPACITY 25)	37.00	60.00	
	KANSAS PARK (MAX CAPACITY 25)	37.00	60.00	
	PARKING LOT	25.00	30.00	or
	AMOUNT PER PARKING SPACE	2.00	3.00	per hour

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF EL SEGUNDO
ESTABLISHING A SCHEDULE OF FEES AND CHARGES
FOR RECOVERING COSTS INCURRED FROM
PROVIDING VARIOUS CITY SERVICES.**

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

SECTION 1. The City Council finds as follows:

- A. The City Council may establish fees for services under various provisions of California law including, without limitation, Business & Professions Code § 16000; Government Code §§ 36936.1, 43000, 54344, 65104, 65456, 65874, 65909.5, 65943, 66013, 66014, 66451.2; and Health & Safety Code §§ 510, 17951, 17980.1, and 19852;
- B. Pursuant to Government Code § 66016, the City made data available regarding the cost, or estimated cost, of providing services for various fees ten (10) days before the public hearing held on April 18, 2023.
- C. On April 18, 2023, City Council heard public testimony and considered evidence in a public hearing held and noticed in accordance with Government Code § 66016;
- D. At the recommendation of the City's Departments and the City Manager, the City Council believes that it is in the public interest to establish the recommended fees to recover the costs of public services.

SECTION 2. *The Fee Schedule Adoption:* The schedule of fees and charges attached as Exhibit "A" and incorporated into this Resolution as if fully set forth herein, are approved and adopted.

SECTION 3. *Separate Fee for Each Process:* All fees set by this Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit of measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.

SECTION 4. *Added Fees and Refunds:* Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due, and where such charge or refund is \$15.00 or less, a charge or refund need not be made, pursuant to California Government Code § 50055 and amendments thereto.

SECTION 5. *New Fees*: Any fees for new services established throughout the year shall be incorporated into the City's fee structure and collected with recovery percent consistent with similar services.

SECTION 6. *Interpretation*: This Resolution may be interpreted by the several City Department Heads in consultation with the City Manager, and should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.

SECTION 7. *Intent*: It is the intention of the City Council to review the fees and charges as determined and set out herein, based on the City's next Annual Budget and all of the City's costs reasonably borne as established at that time and, if warranted, to revise such fees and charges based thereon.

SECTION 8. Unless otherwise revised, the fees established by this Resolution will be automatically adjusted on an annual basis at the beginning of each fiscal year based on the most recent reported December average annual percentage of change in the United States Department of Labor, Bureau of Labor Statistics' Los Angeles-Long Beach-Anaheim CPI-U for the calendar year.

The first fee adjustment may not be made before a minimum of twelve (12) months after the effective date of this Resolution.

SECTION 9: This Resolution is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 211 000. *et seq.*; "CEQA") and CEQA regulations (14 Cal. Code Regs. §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Resolution, therefore, is categorically exempt from further CEQA review under 14 Cal. Code Regs. § 15273.

SECTION 10. *Effective Dates*: This resolution shall go into full force and effect immediately but shall be subject to the terms and conditions pursuant to Government Code § 66017. Development related fees will go into effect July 1, 2023, Recreation fees will go into effect July 1, 2023, Aquatic fees and Special event fees shall go into effect July 1, 2023, while all other fees will become effective on July 1, 2023 and will remain effective unless repealed or superseded.

SECTION 11. All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

SECTION 12. *Severability*: If any portion of this Resolution is declared invalid or unconstitutional, then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

SECTION 13: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

PASSED AND ADOPTED this _____ day of April, 2023.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

EXHIBIT C

Current Comment

FY 22-23

Removed Fees:

Appendix B:

Day Camps

Camp Cowabunga Extended Day		
Resident	203.00	participant
Non-Resident	300.00	participant
Winter Camp Day Trips		
Resident	48.00	participant
Non-Resident	60.00	participant
Winter Camp Day - Tiny Tot		
Resident	53.00	participant
Non-Resident	68.00	participant

Teen Center/Afterschool

Golf Tournament	51.00	per player
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Aquatics Services

Water Fitness (AC)		
Resident	5.00	participant
Non-Resident	6.00	participant

Appendix C:

Skate Park

Card Holder	No Fee	hour
Non-Card Holder / Non-Resident	15.00	hour

Aquatics Facilities

Urho Saari Swim Stadium (*See below for staff fees)		
El Segundo Non-Profit/Individual	101.00	hour
El Segundo for Profit	203.00	hour
Non-Resident Groups	304.00	hour
Urho Saari Swim Stadium - Small Pool		
El Segundo Non-Profit/Individual	75.00	hour
El Segundo for Profit	75.00	hour
Non-Resident Groups	75.00	hour
Urho Saari Swim Stadium - Water Polo		
El Segundo Non-Profit/Individual	35.00	hour
El Segundo for Profit	45.00	hour
Non-Resident Groups	55.00	hour
Acacia Pool (*See below for staff fees)		
El Segundo Non-Profit/Individual	101.00	hour
El Segundo for Profit	240.00	hour
Non-Resident Groups	360.00	hour

Appendix E:

AQUATICS FACILITIES

URHO SAARI SWIM STADIUM	307.00	PLUS STAFF FEES
ACACIA POOL	307.00	
INFLATABLE SLIDE AND STAFF FEE	153.00	FOR 2 HOURS, PLUS FACILITY FEE



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Public Hearings

Item Number: C.11

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

Zoning Code Clean up

April 18, 2023

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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 barbeques. The draft ordinance allows built-in barbeque 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

Zoning Code Clean up

April 18, 2023

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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 ESMD 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 ESMD 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 ESMD 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 ESMD does not permit any front yard encroachments on narrow lots. The draft ordinance allows the same encroachments that are permitted for wider lots.

Zoning Code Clean up

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- 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-

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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

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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.

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- 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.

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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.

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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.

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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).

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- 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.

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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

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, 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 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:

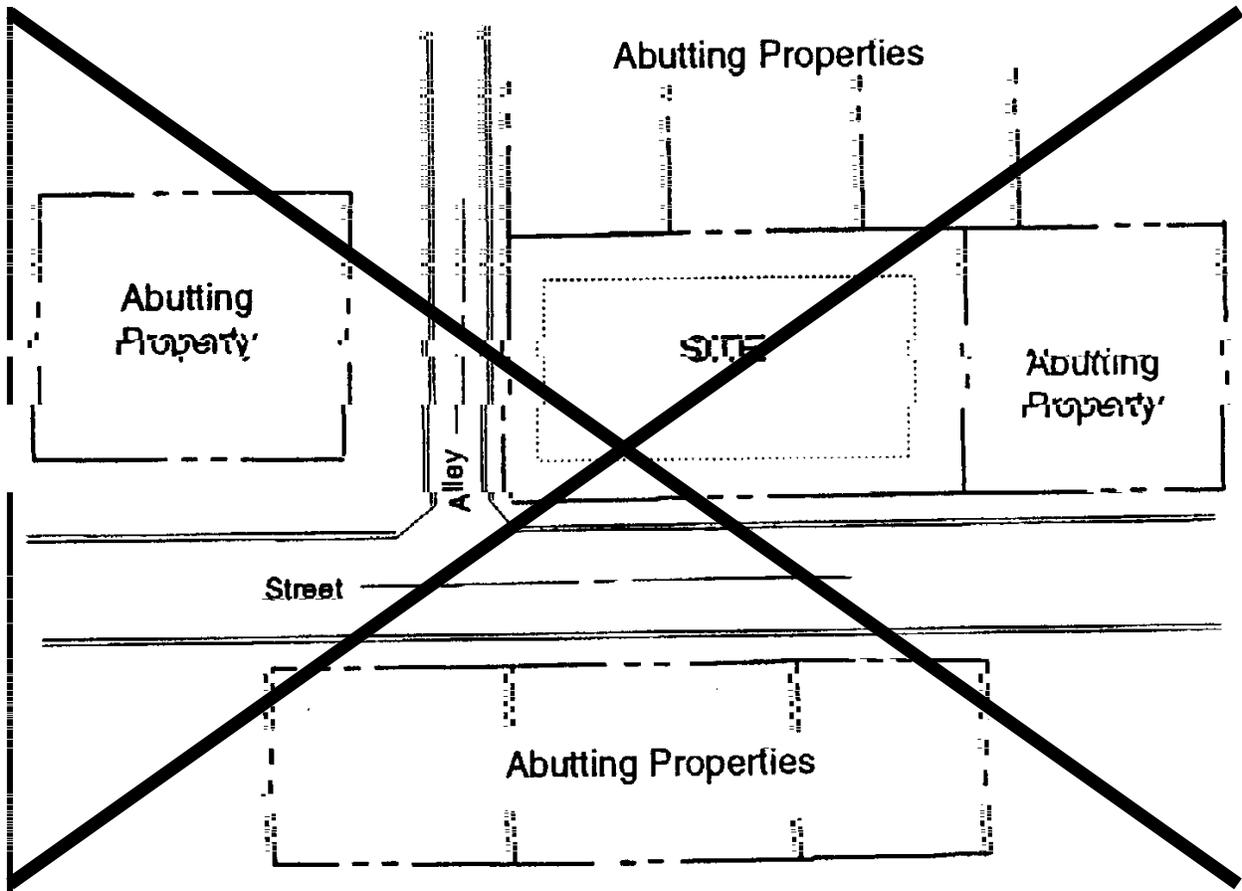
The ~~Director of Community, Economic and Development Services~~ Community Development Director or his/her duly designated representative is hereby designated as the enforcing agent of this title and any amendments thereto. The Director or his/her designated representative has the authority to require 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.
- C. Courts or atriums uncovered and open to the sky.

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 in common areas of nonresidential buildings.~~

G. 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.

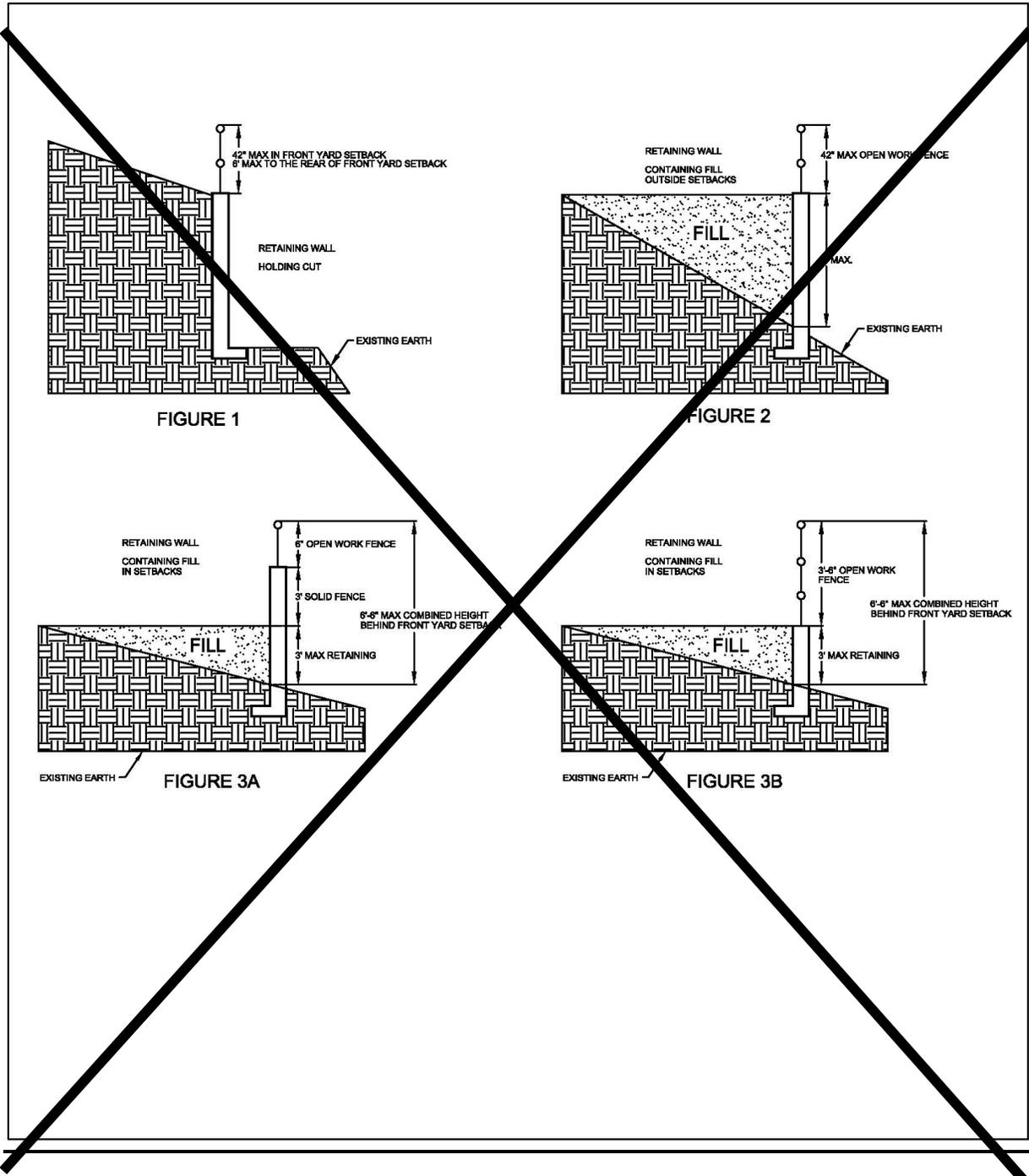
In a required side or rear setback, if required by the California Residential Code, an open work fence or guardrail, not more than 42 inches in height, may be erected on top of a retaining wall. However, the maximum height of the fence and/or wall including a required openwork fence or guardrail is limited 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:

[NEW DIAGRAM TO BE INSERTED HERE]



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 six inches.

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 may exceed the maximum permitted height by up to two feet 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 nonresidential zone which exceeds the permitted height by more than two feet.

4. Figures And Diagrams:

[NEW DIAGRAM TO BE INSERTED HERE]

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:

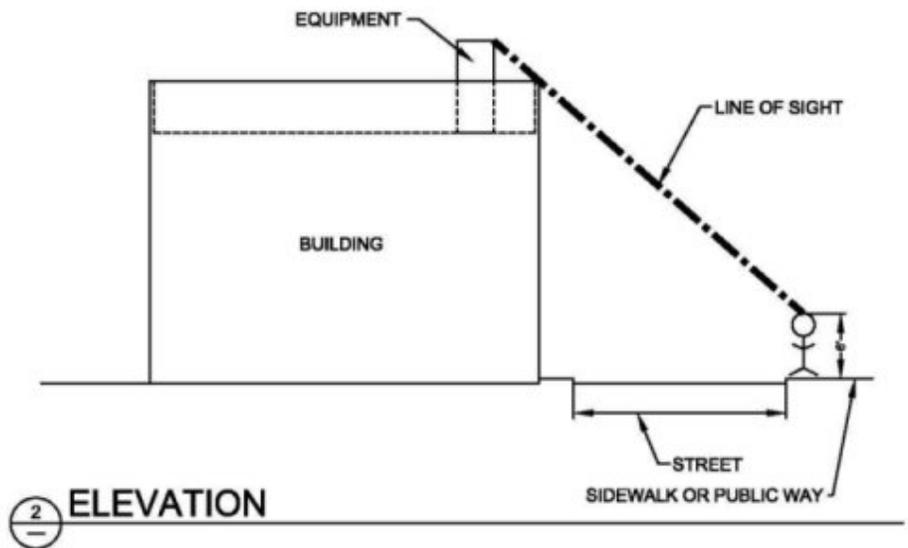
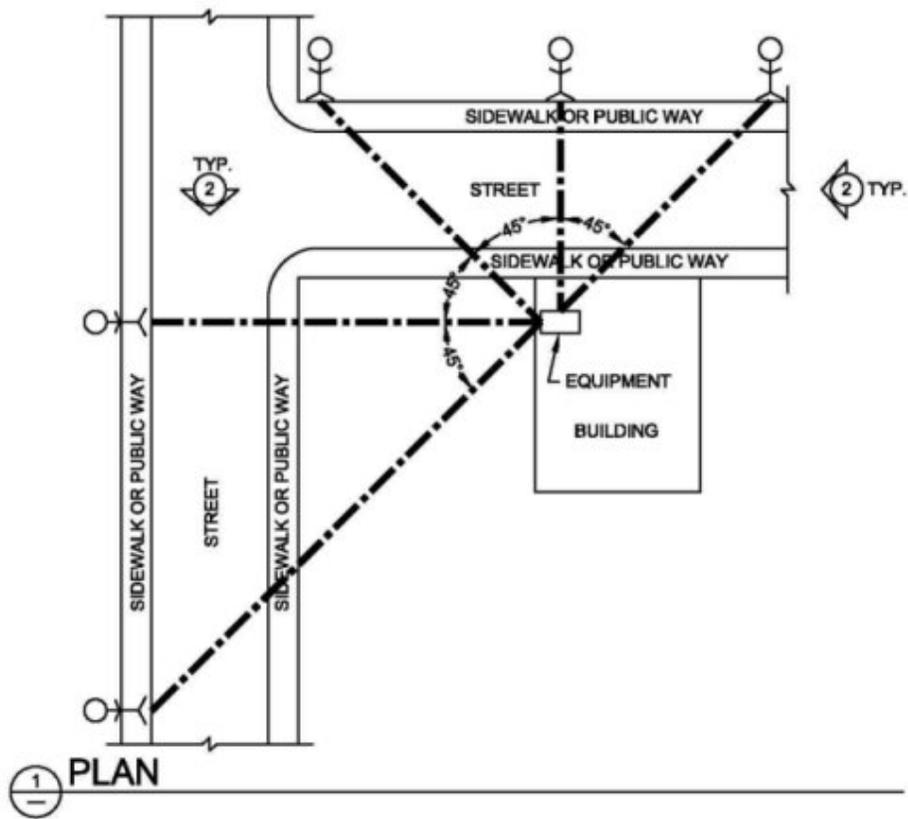
Equipment must be screened in the following manner:

- 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
Residential uses/Hospitality			
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 ³			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 ²	P	P	P
Single-family dwellings	P	P	P
Two-family dwellings, duplexes, or two one-family dwellings		P	P
Group care uses			
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
Non-residential uses			
Assembly halls		CUP	CUP
Home occupations	P	P	P
Private schools		CUP	CUP
Miscellaneous uses			
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:

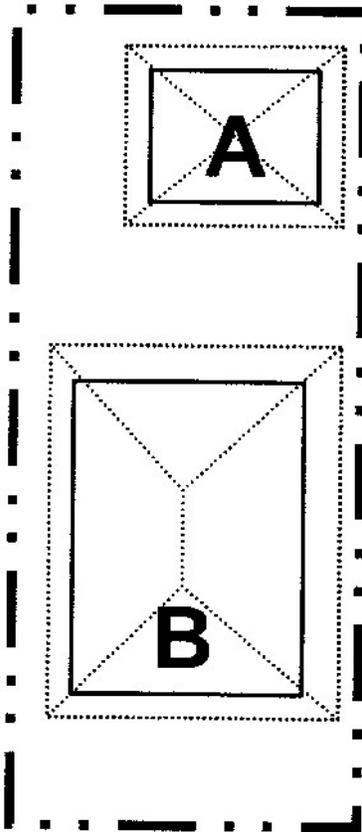
The minimum dwelling unit size shall be 250 square feet.

G. Placement of buildings and structures:

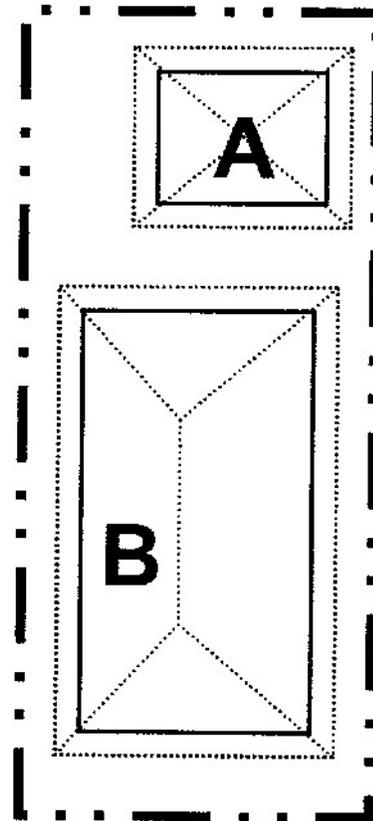
1. A minimum distance of three feet must be maintained between buildings;
2. A detached accessory structure in the rear third of the lot may be located on the rear and one interior side lot line, unless one of the following conditions exists:
 - a. Where the lot rears upon an alley and the vehicular 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:

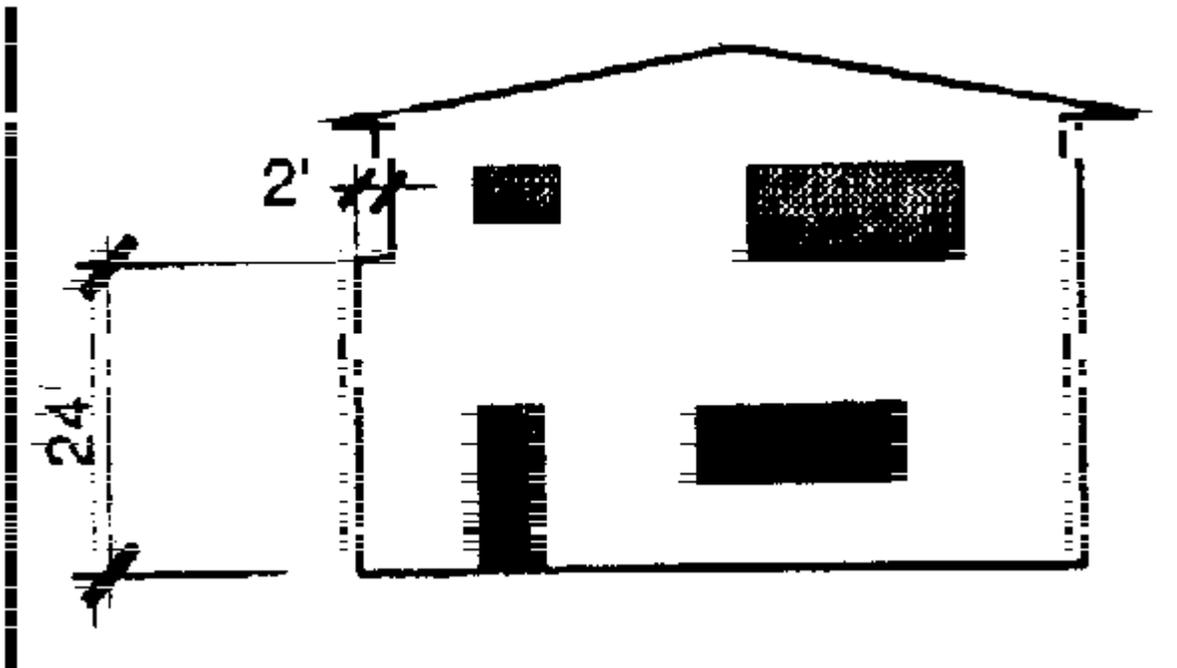
1. A minimum distance of three feet must be maintained between buildings.
2. A detached accessory structure in the rear one-third of the lot may be located on the rear and one interior side lot line, unless one of the following conditions exists:
 - a. Where the lot rears upon an alley and the vehicular 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.

Total Wall Length Or Height	Maximum Length Of Unbroken Wall Plane	Minimum Length Of 2 Foot Offset
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:

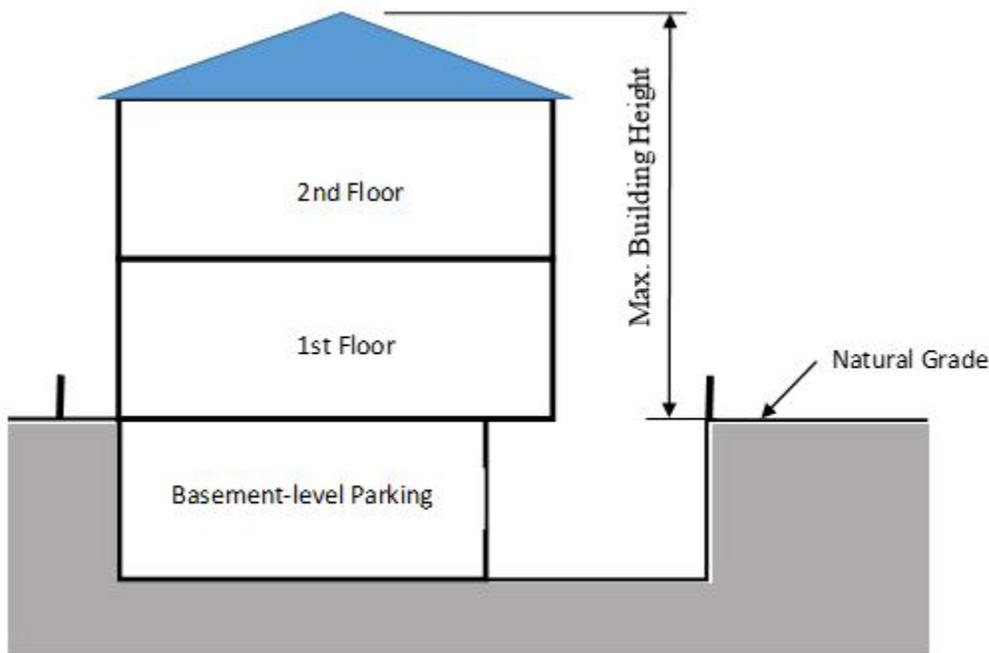
1. As provided by [chapter 2](#) of this title.
2. Any use permitted in the R-1 or R-2 Zones, when developed in the R-3 Zone, shall be constructed in accordance with R-3 site developments standards and parking requirements.
3. New dwelling units must be internally integrated and connected.
4. An addition 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:

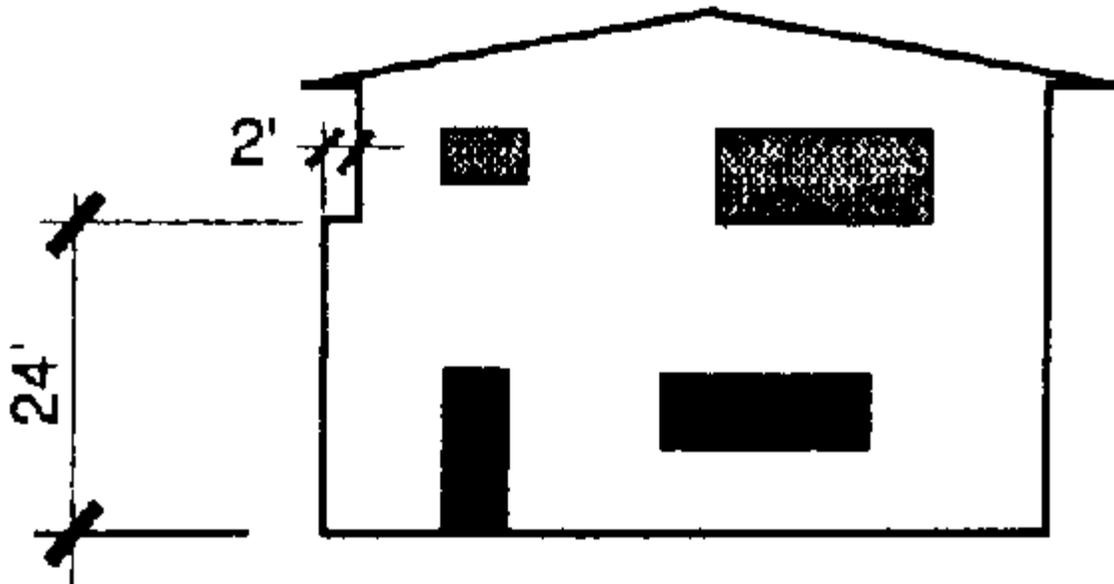
Number Of Units	Private Open Space Per Unit	Common Open Space Per Unit	Recreational Facilities Per Unit
4 or fewer	50 square feet	150 square feet	
5 - 9	50 square feet	200 square feet	
10 - 20	50 square feet	250 square feet	
21 and above	50 square feet	250 square feet	50 square feet

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.

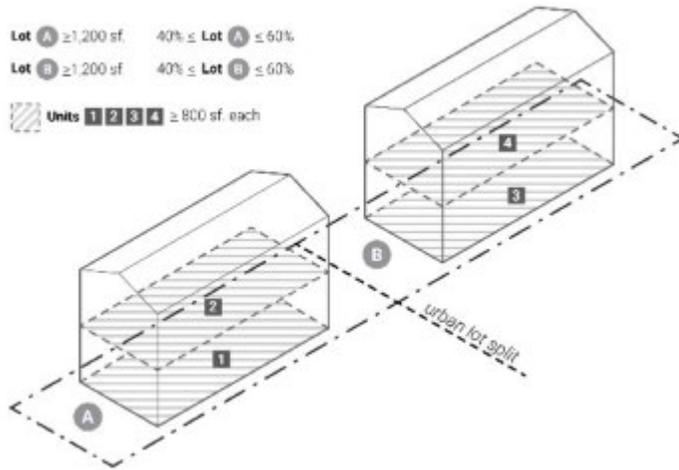


Figure 4G-1

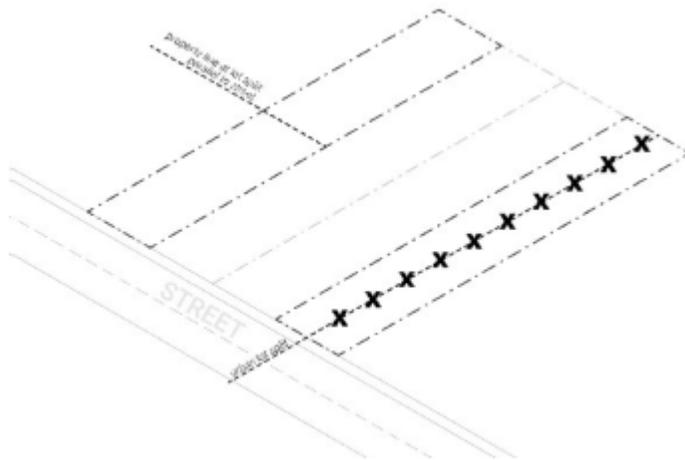


Figure 4G-2

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 ¹						
	CR-S	C-2	C-3	C-4	CO	MU-N	MU-S
Eating and drinking establishments							
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 ²		CUP ²	CUP ²	CUP ²
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
General Commercial uses							
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 ¹						
	CR-S	C-2	C-3	C-4	CO	MU-N	MU-S
Fitness centers		P	P	P ³	P	P	P
General offices	P	P	P ⁴	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) ⁸						P	P
Motion picture/television production facilities (outdoor) ⁸						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 ⁶		CUP ⁶	CUP ⁶	CUP ⁶
Group care and hospitality uses							
Bed and breakfast inns		CUP					
Daycare centers	P	P	P	P	P	P	P
Hospitals						CUP	CUP
Hotels and motels			P		CUP ⁵	P	P
Industrial							
Freight forwarding	N	N	N	N	N	N	N
Light industrial uses						AUP	AUP
Research and development uses					P ⁷	P ⁷	P ⁷
Waste material transfer and storage	N	N	N	N	N	N	N
Wholesale uses						P	P
Institutional							
Government buildings/public uses	P	P	P		P		
Museums					CUP		

Uses	Zones ¹						
	CR-S	C-2	C-3	C-4	CO	MU-N	MU-S
Schools	P						
Miscellaneous uses							
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:

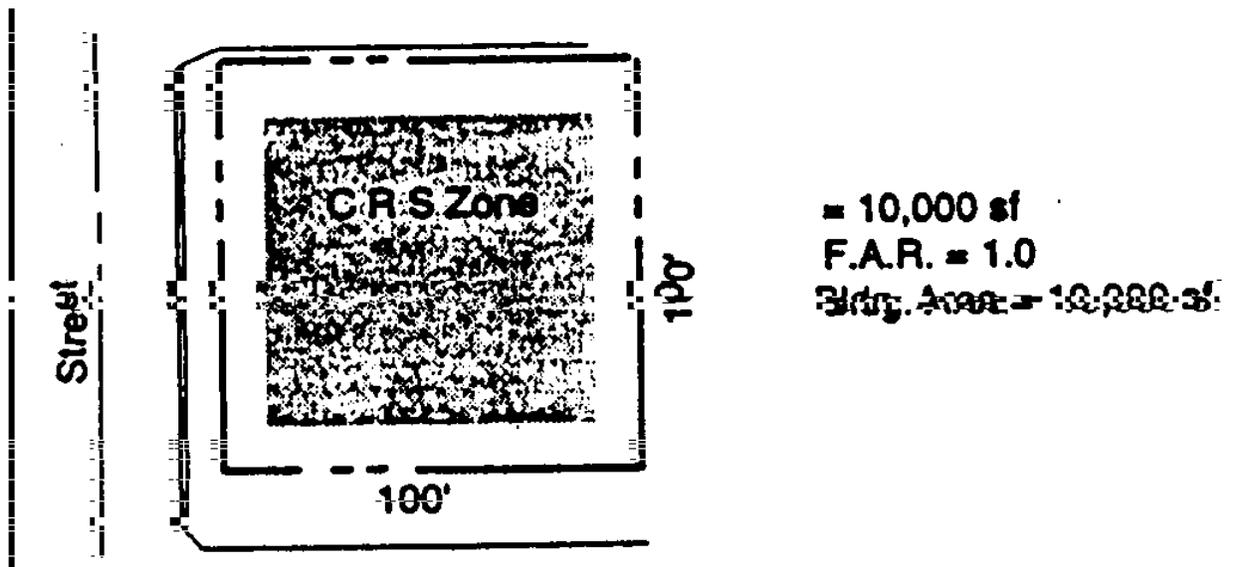
1. Buildings and structures shall not exceed the height of 45 feet.
2. A maximum grade differential of 8 feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane 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:

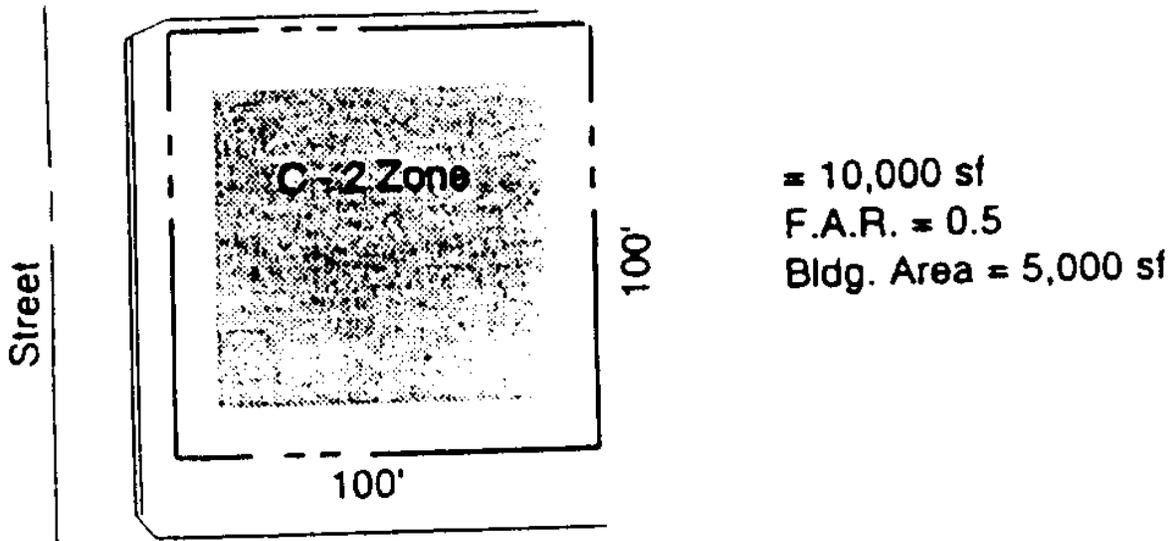
1. Buildings and structures shall not exceed a height of 28 feet.
2. A maximum grade differential of 8 feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane 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.

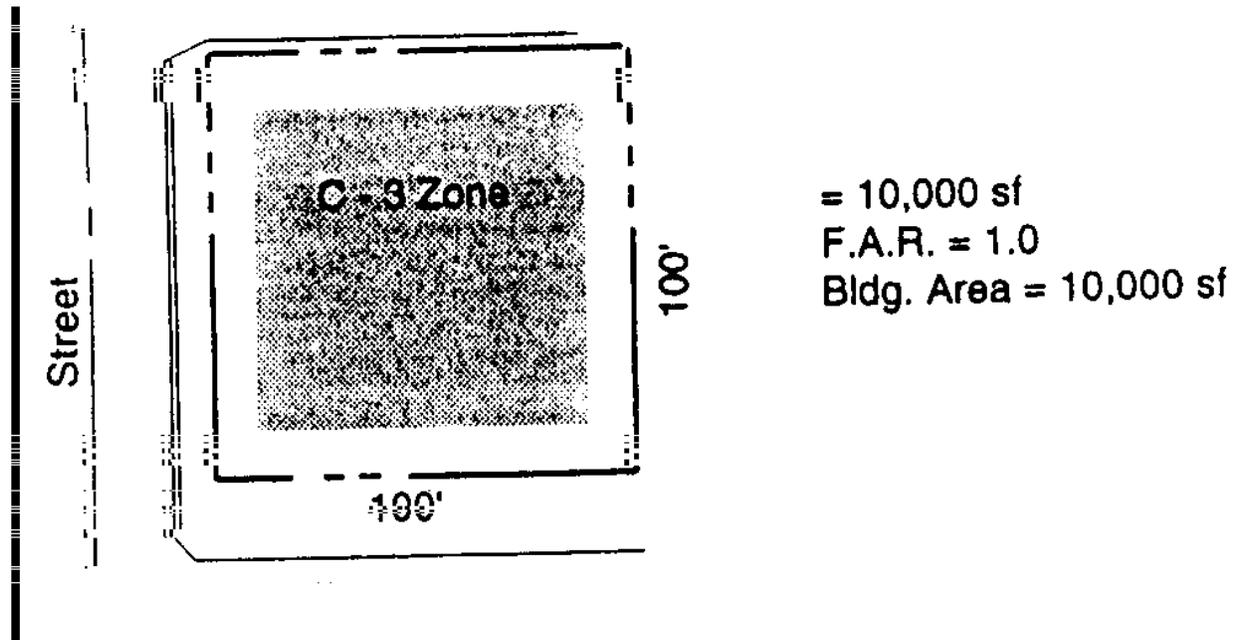
15-5D-3: SITE DEVELOPMENT STANDARDS

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.

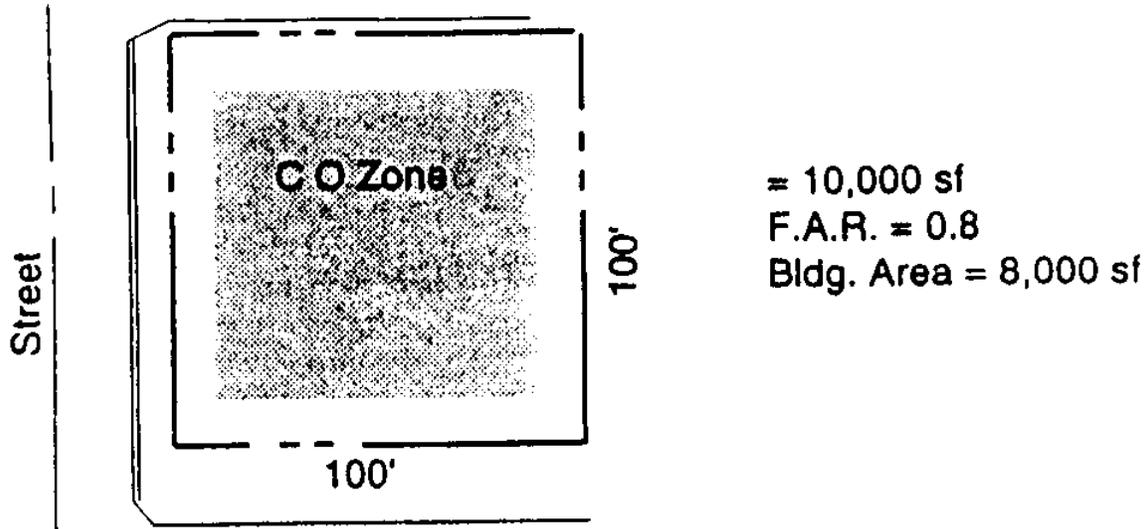
5. See section 15-2-3 of this title for exceptions to building height.

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.

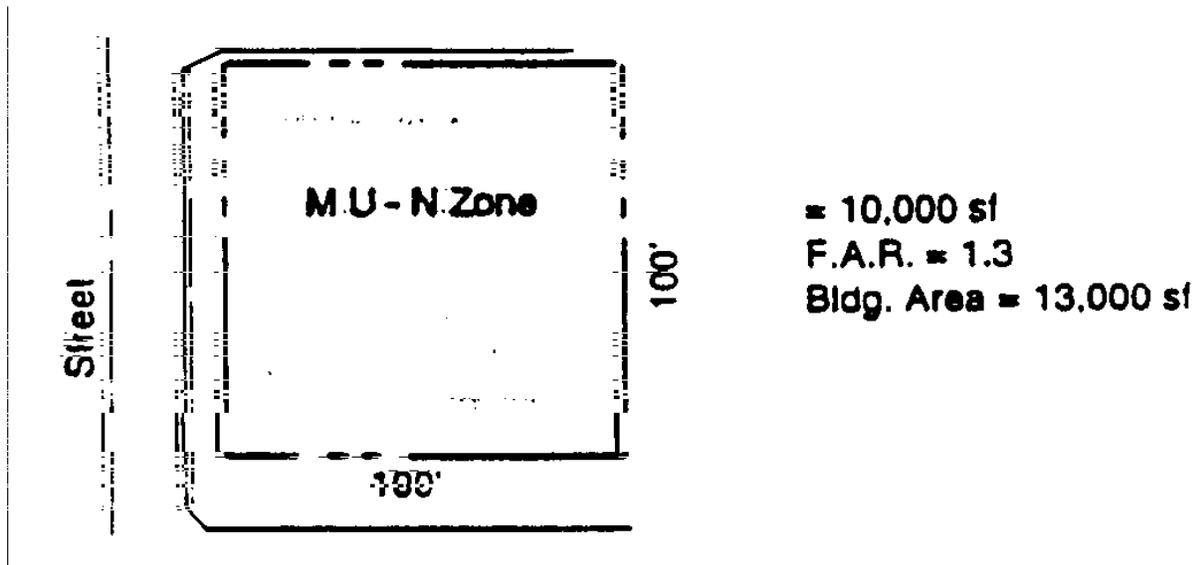
15-5F-3: SITE DEVELOPMENT STANDARDS

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:

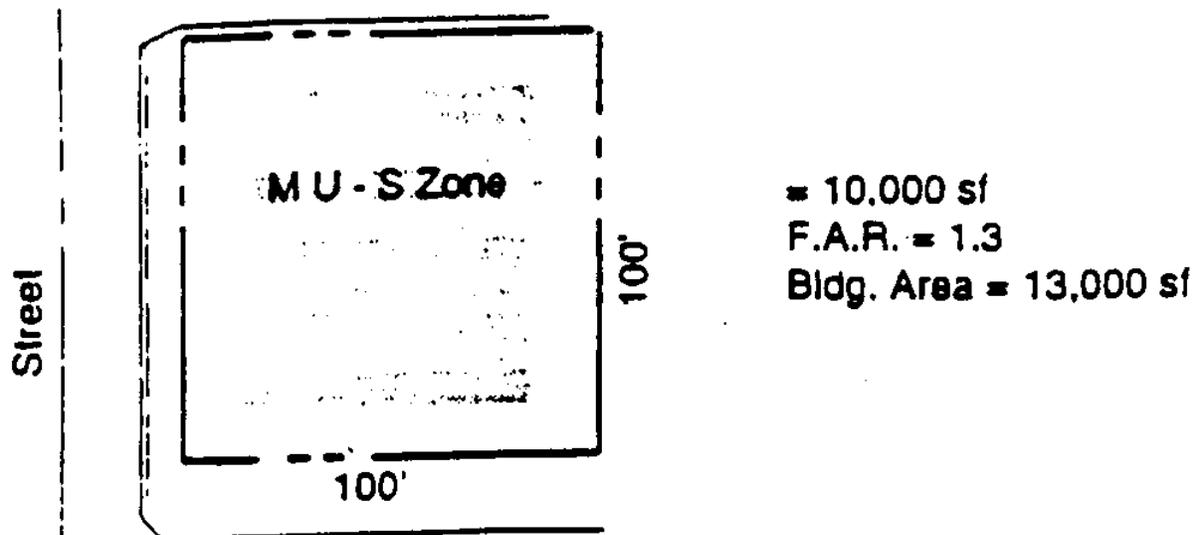
1. Buildings and structures shall not exceed a height of 175 feet.
2. A maximum grade differential of eight feet is permitted on sloping lots. The vertical height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade 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.

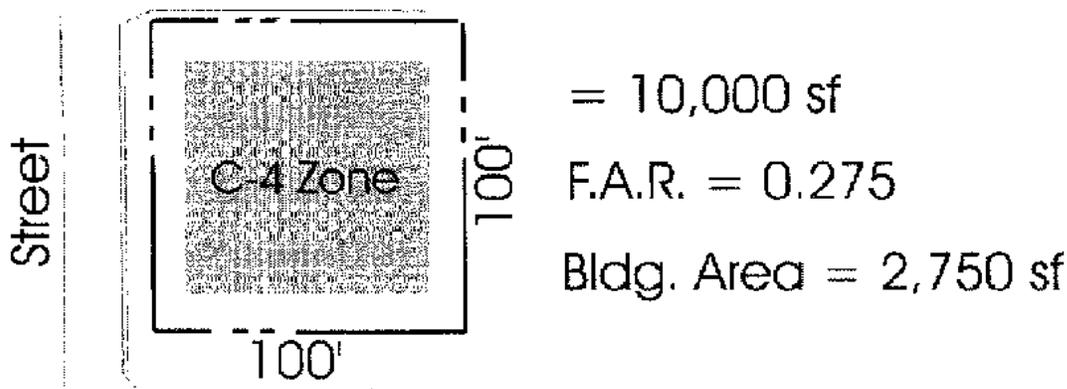
1. Front yard: 25 feet minimum.
2. Side yard: Zero feet minimum, unless one of the following conditions exists:
 - a. If the side yard adjoins a dedicated street, at least 25 feet must be provided; and
 - b. If the side yard abuts property with a different classification, the side yard setback shall 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
Eating and drinking establishments		
Drive-through restaurants	CUP	CUP
Restaurants and cafes	P	CUP
General Commercial uses		
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) ⁹	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 ²	CUP	CUP

Group care and hospitality uses		
Daycare centers	P	CUP
Dog daycare (indoor)	P	
Dog daycare (outdoor)	CUP	CUP
Emergency shelters	P	
Hotels and motels	CUP	CUP
Industrial		
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
Institutional		
Government buildings/public uses	P	CUP
Schools	CUP	CUP
Miscellaneous uses		
Data centers	CUP	CUP
Helicopter landing facilities, per ESMC section 15-2-13	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.

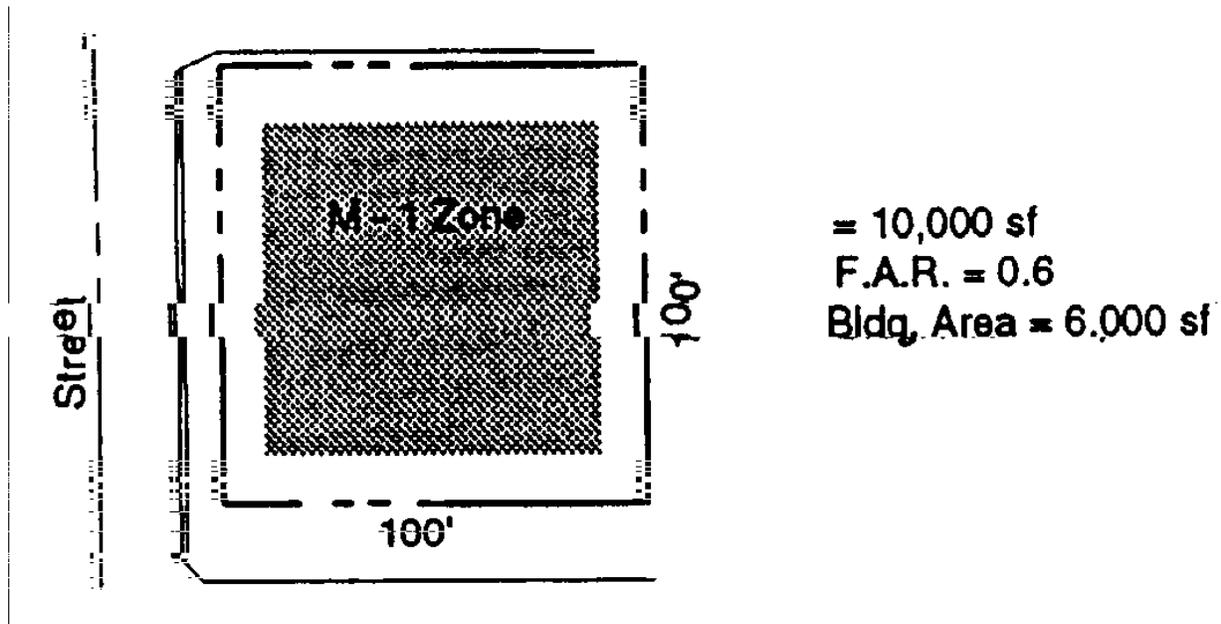
15-6B-7: SITE DEVELOPMENT STANDARDS

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:

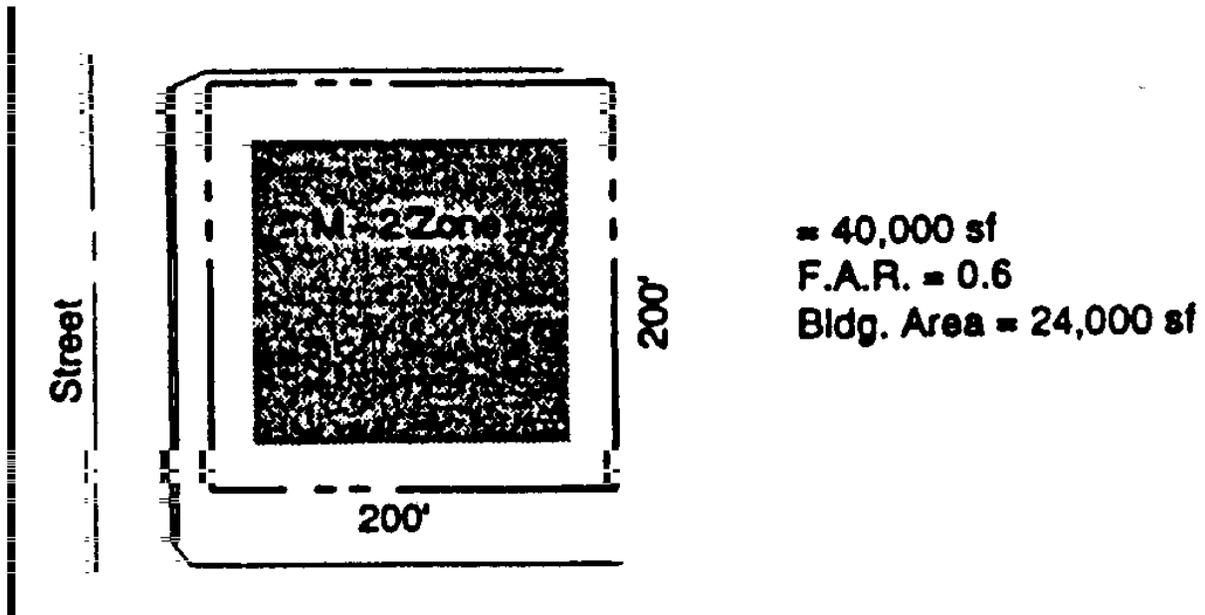
1. A maximum of 200 feet.
2. A maximum grade differential of eight feet is permitted on sloping lots. The height which exceeds the maximum grade differential limit is included in measuring the maximum building height. On sloped lots, a segmented grade plane may be applied to different portions of a building.
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:~~

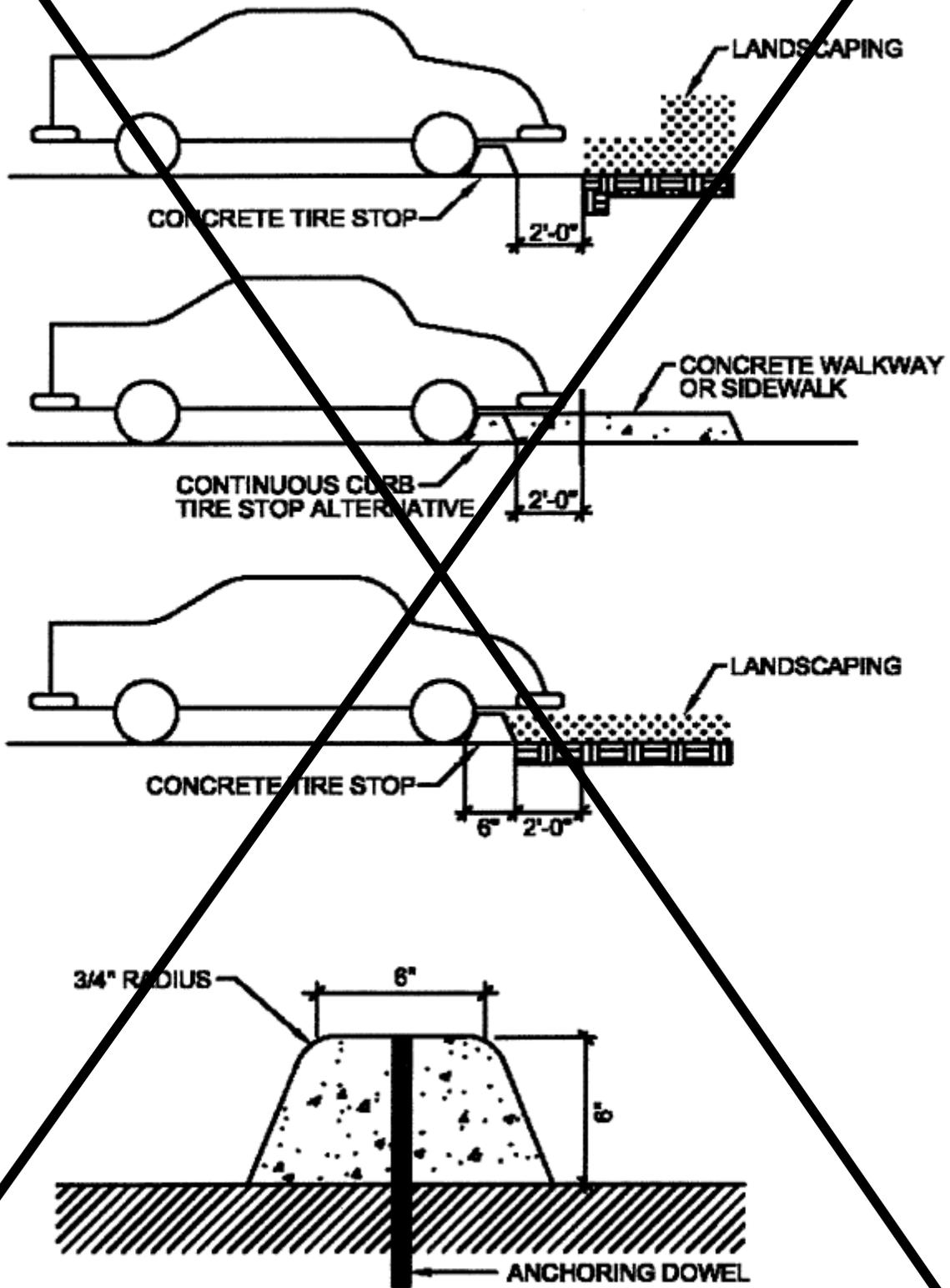
~~— 1. Location: Concrete tire stops must be provided in all parking lot areas abutting a building, structure, sidewalk, street, alley or other permanent feature such as a tree, bollard, utility box, or sign. Tire stops shall be located two feet from the front of a parking space.~~

~~— 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 ¹	8.5 feet	20 feet
Vehicle lift	11 8.5 feet	24 18 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 ³	2 feet	5 feet

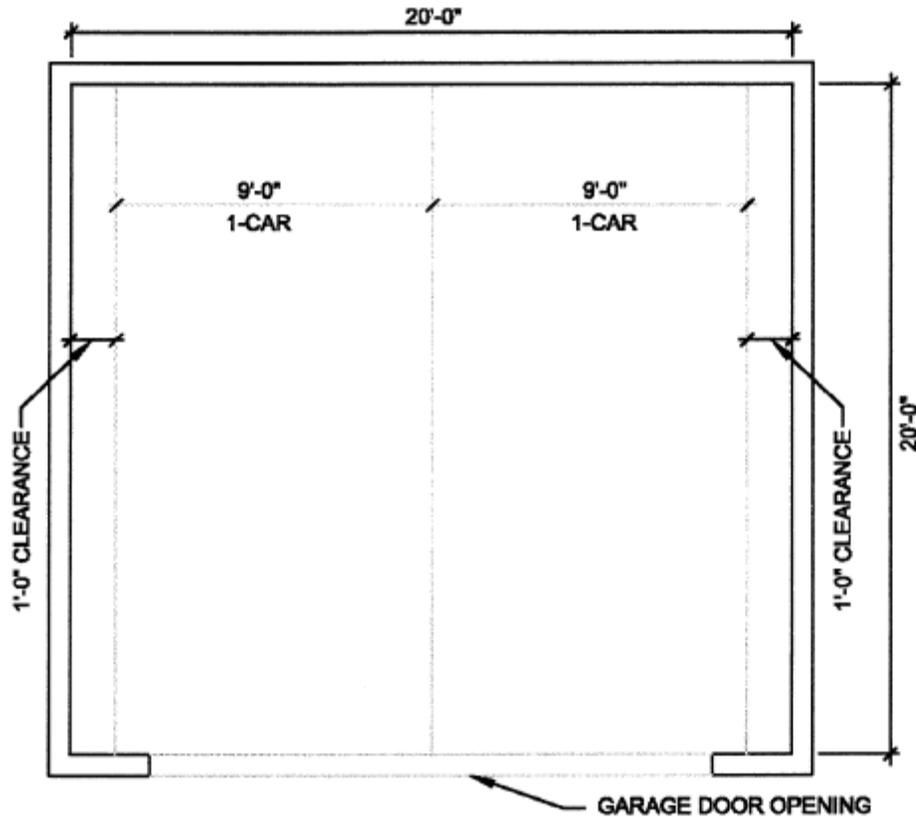
Notes:

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 ³	Maximum Percentage of Required Spaces in Smoky Hollow	Maximum Depth
Single- and two-family residential	100	n/a	2 spaces ¹

Multiple-family residential	Prohibited ²	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:

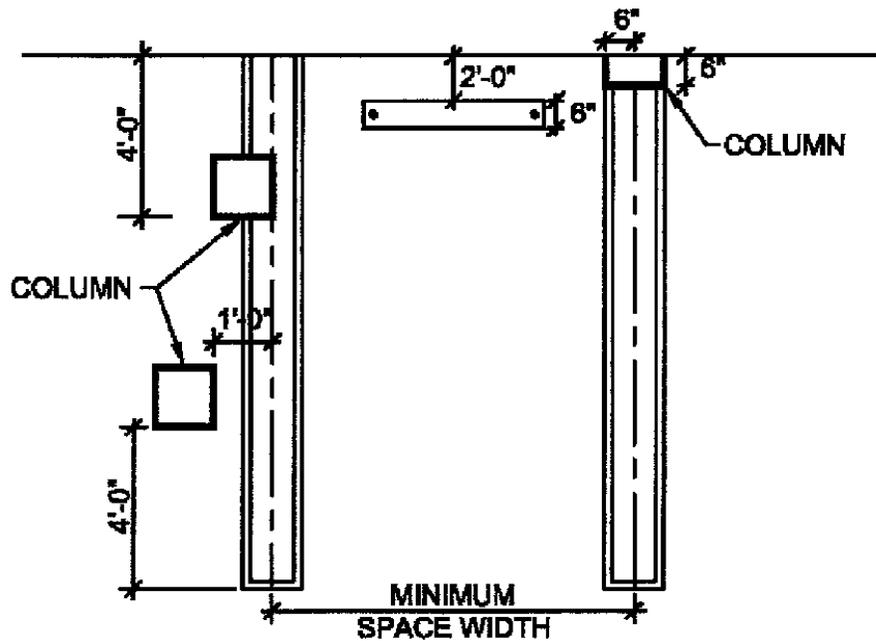
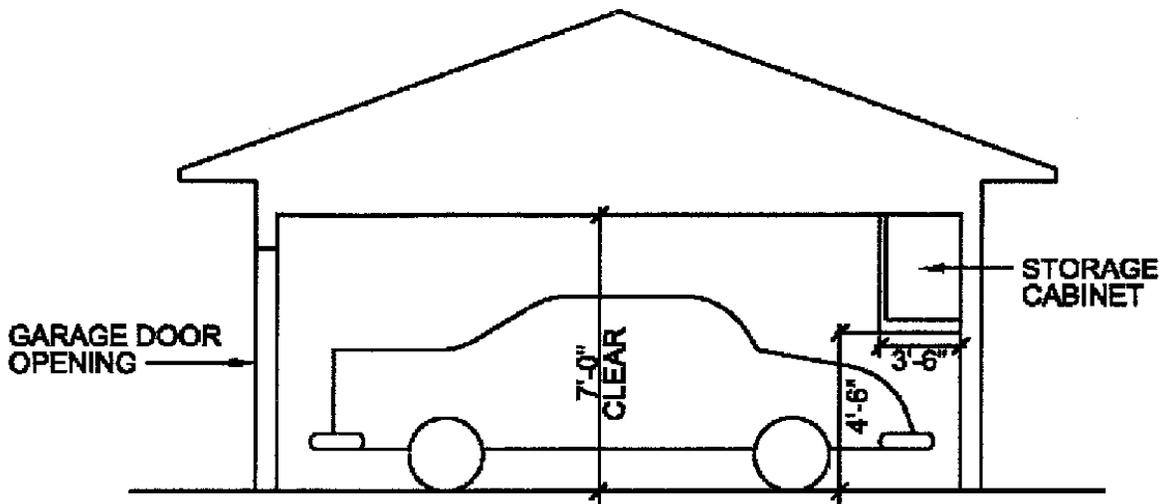
1. Tandem spaces for single- and two-family dwellings must be assigned to the same unit.
2. Tandem parking is permitted for multiple-family residential developments involving density bonuses, pursuant to Government Code section 65915.
- 3. Parking provided in excess of the required number may be tandem 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



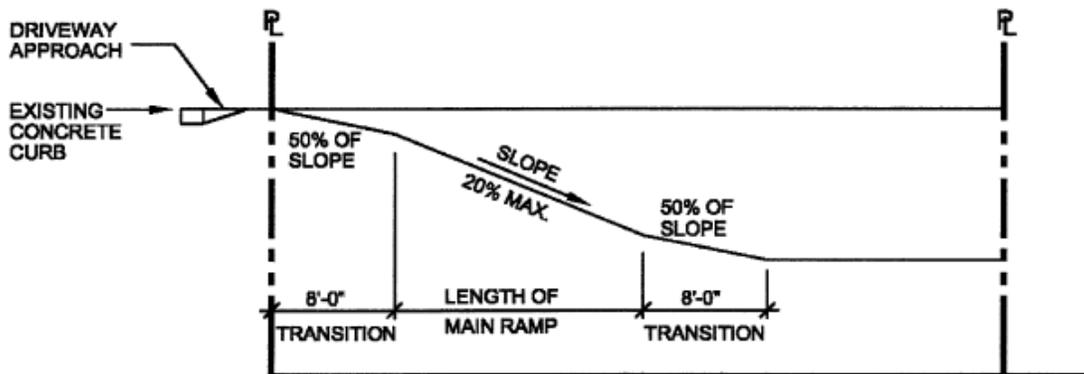
4. The Director of Planning and Building Safety may approve adjustments to the parking clearance and obstructions standards as provided in chapter 24, "Adjustments", **Chapters 22 and 23** of this title.

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



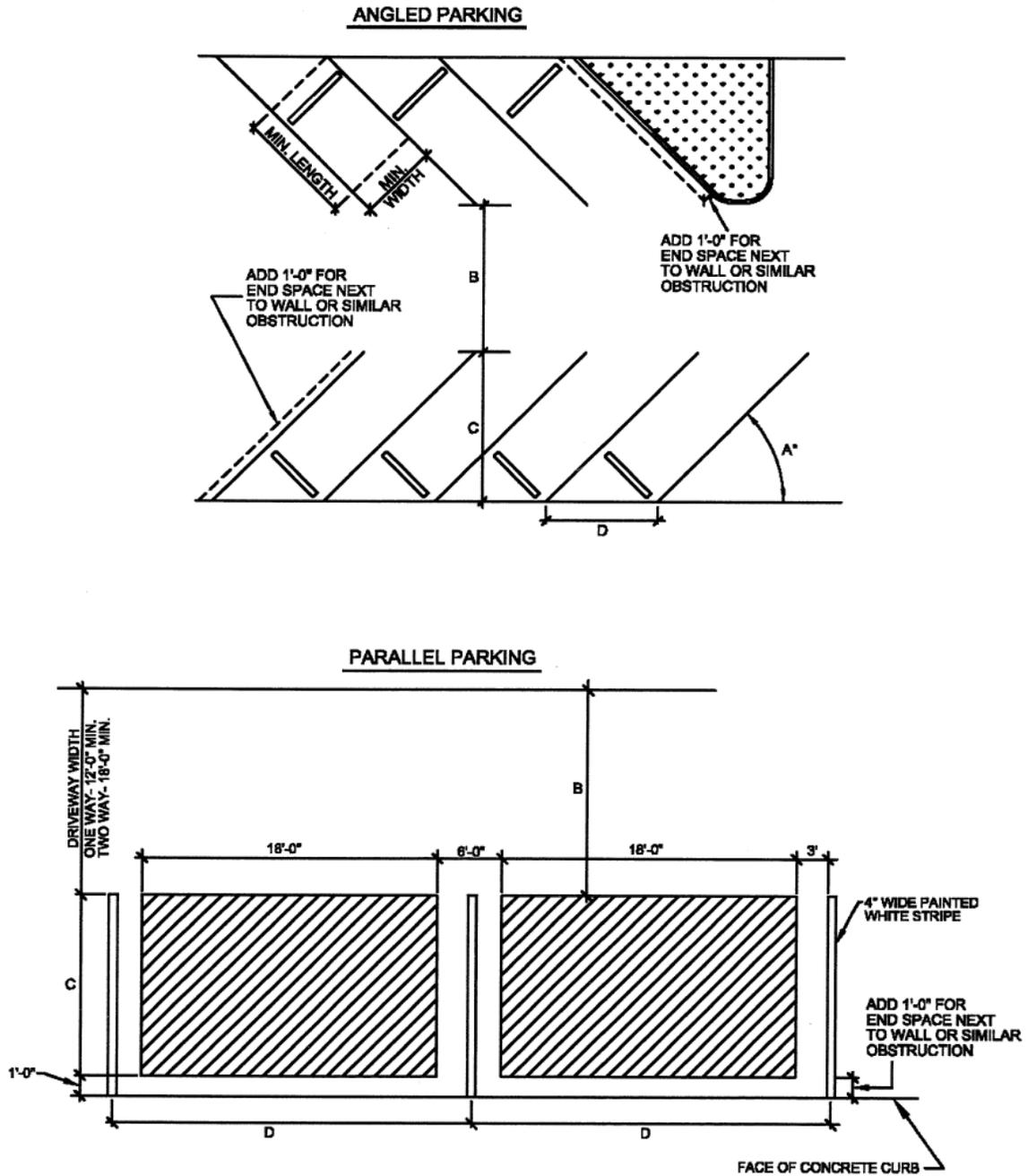
The Director may approve adjustments to the vehicle ramps standards as provided in Chapters 22 and 23 of this title.

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 ANGLE¹

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:

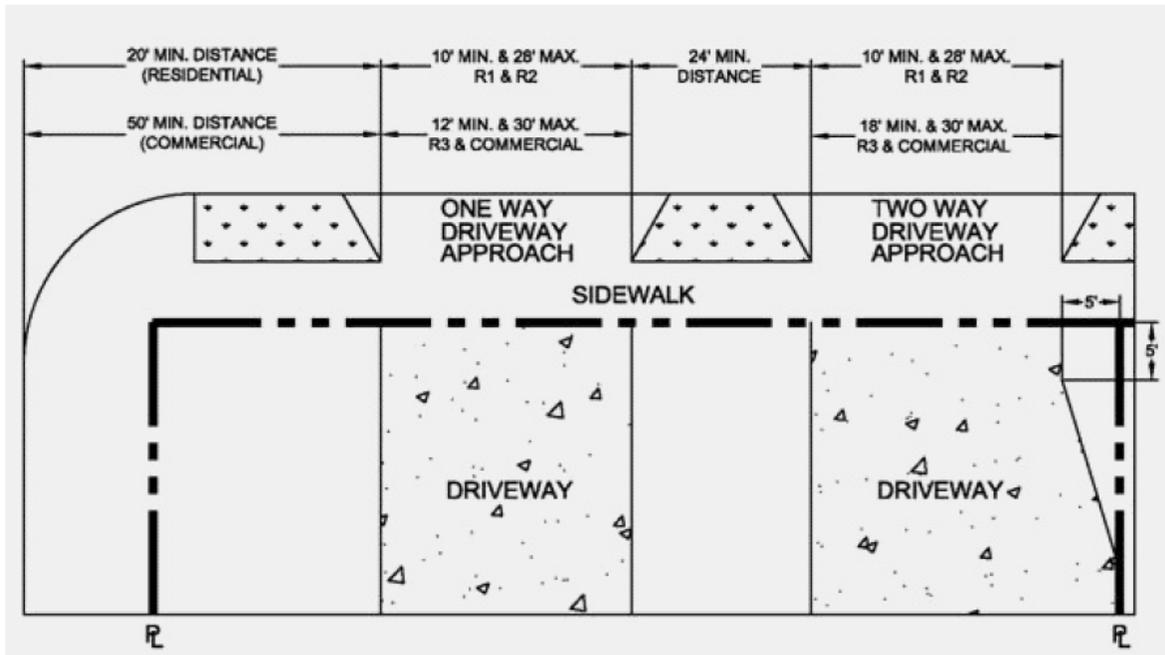
Zone	Curb Cut Width (in feet) ¹		Driveway Width (in feet)	
	Minimum	Maximum	Minimum	Maximum
R-1 and R-2 - lots less than 50 feet wide	10	20	10	20
R-1 and R-2 - lots at least 50 feet wide	10	25	10	28
R-3 - serving 12 or fewer parking spaces or one-way	12	30	12	30
R-3 - serving 13 or more parking spaces 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



- 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:

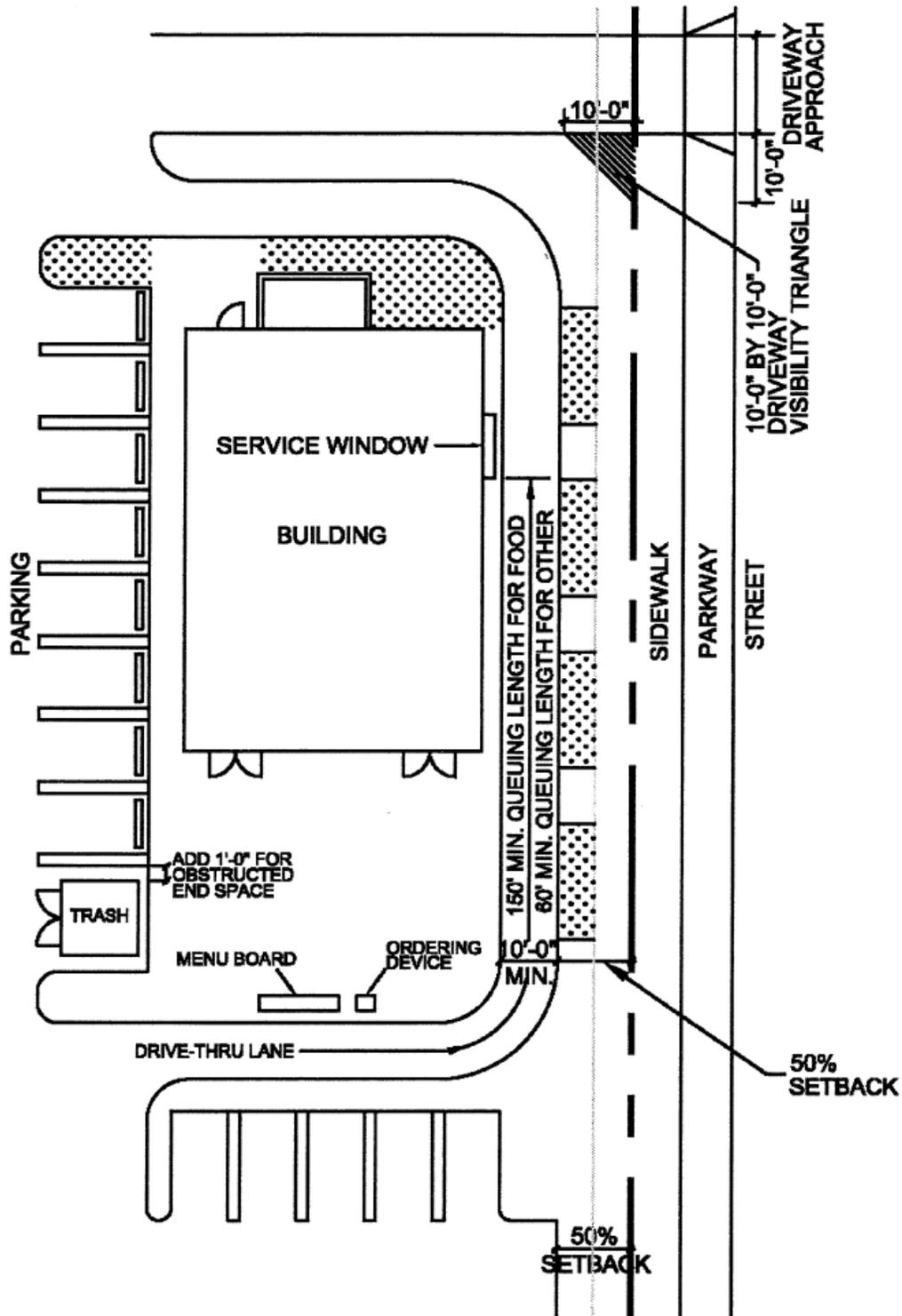
- Drive-through lanes may encroach into required landscaped setbacks up to a maximum of 50 percent of the required setback area, provided a minimum landscaped setback of five feet is maintained.
- Drive-through lanes must be located and designed in such a manner as to not interfere with on-site and off-site 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:

Zone	Projection Above Grade	Setback
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 ¹
	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:

Use	Minimum Parking Enclosure
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:

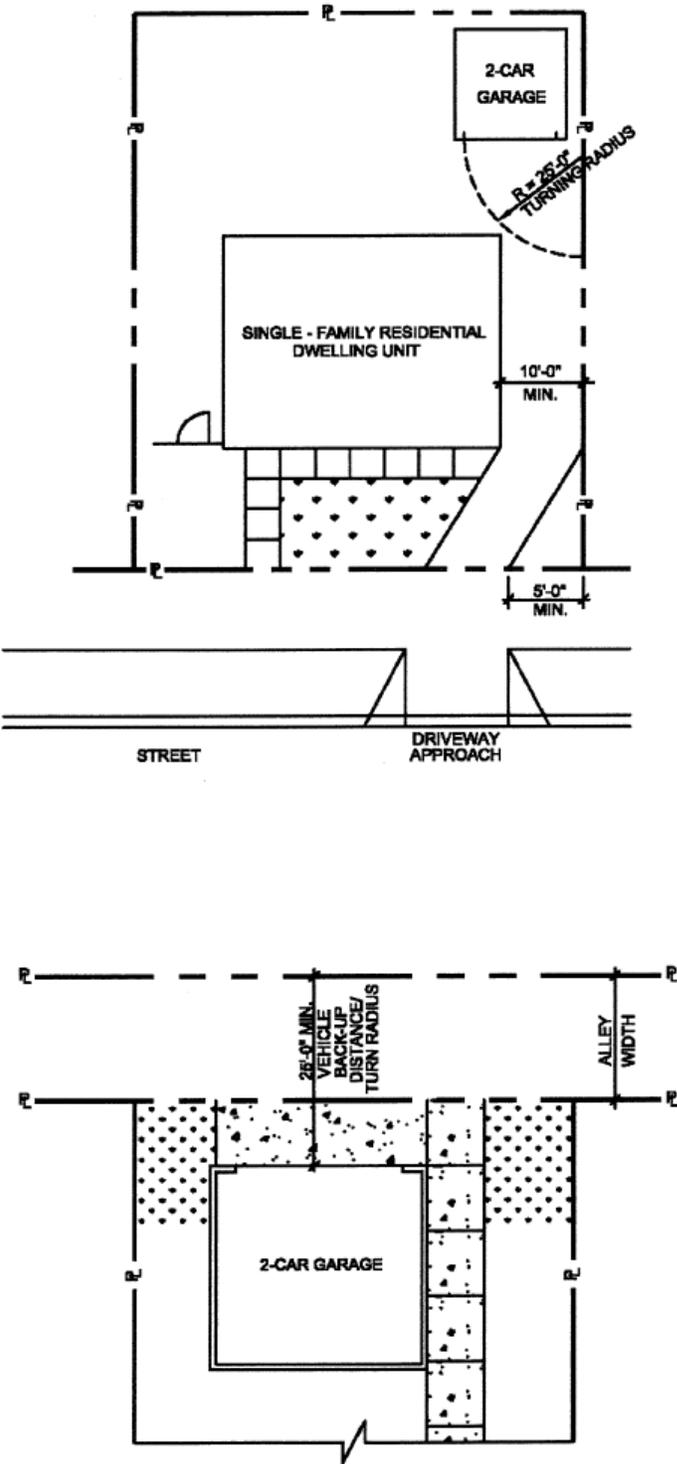
Type Of Garage	Minimum Opening Width	Maximum Opening Width
Single car	8 feet	14 feet
2Two car	16 feet	20 feet
Multiple-family residential	16 feet	Equal to the drive aisle width it serves

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:	
	* * *
<u>Motion picture/television studio/sound stages (indoor)</u>	<u>1 space for each 500 square feet for the first 25,000 square feet</u> <u>1 space for each 1,000 square feet for the area in excess of 25,000 square feet</u>
	* * *
Group care:	
Daycare (adult and children)	1 for every 7 adults/children, plus 1 space for each employee and faculty member

<u>Daycare (children)</u>	<u>1 space for each 1 classroom, plus 1 space for each employee and faculty member</u>
* * *	

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 5 Five percent of the required vehicle spaces for the portion above 15,000 square feet. <u>with a minimum of 4 spaces and a Maximum maximum</u> 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: Staff Presentations

Item Number: D.12

TITLE:

Annual Community Sponsorship Campaign

RECOMMENDATION:

1. Approve Annual Community Sponsorship Campaign program.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The Annual Community Sponsorship Campaign will generate between \$10,000 and \$50,000 in donations annually to support Recreation, Park and Library programs. The donations collected are deposited into a trust account. Any use of the donations is required to be appropriated by City Council.

BACKGROUND:

The Recreation, Parks and Library Department has historically relied on partnerships with local businesses to provide engaging community events for the residents of El Segundo. In early years, donations and sponsorships were casual interactions between interested businesses and the Department which typically involved a financial donation towards a particular event or activity in exchange for the ability of the business to utilize the marketing for the event as an opportunity for advertising. In recent years, the Department has utilized a more formal program that has developed levels of sponsorship and a related package of incentives based on the amount of the donation.

DISCUSSION:

Staff is proposing an update to the Sponsorship Program to further refine its goals and objectives and to develop higher level sponsor opportunities to attract new businesses in El Segundo. The Annual Community Sponsorship Campaign (ACSC) will seek financial donations to support events and activities throughout each fiscal year. The ACSC will kick off each year in April with a marketing campaign that will target

Annual Community Sponsorship Campaign

April 18, 2023

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businesses within the community. Potential sponsors will receive an introductory letter and informational brochure that will be emailed to them along with a link to a short video that will highlight the program. The email will inform the contact that additional information will be sent to them via USPS for them to review. After mailings have gone out, staff will reach out to potential donors to see if an in-person meeting or phone call is desired to discuss details of the program. Once a donor has committed to partnering with the City, a formal agreement will be prepared to outline the specifics of the sponsorship. All donors will receive receipts for their donations that they may provide to their tax preparer for a potential tax deduction.

At the end of each fiscal year, high level donors will be recognized at a City Council meeting and/or a private reception.

Sponsorship levels will include four categories of specific dollar amounts that correlate with specific incentives based on the size of the event and its opportunities for each business. Samples are listed below:

Event	Platinum	Gold	Silver	Bronze	Community
4 th of July	\$10,000	\$7500	\$5000	\$2500	\$1000
Halloween Frolic	\$7500	\$5000	\$2500	\$1000	\$500
Elderfest	\$5000	\$2500	\$1000	\$500	\$250

Platinum	<ul style="list-style-type: none"> • Sponsor logo in similar size and adjacent to City logo on event signage, print materials, City social media posts and City website • Sponsor logo displayed adjacent to City logo on City provided vinyl banner at event or facility • Onstage recognition of Sponsor at event if applicable • Sponsor recognition at a City Council meeting • Booth space at event if applicable • Guest passes to event if applicable
Gold	<ul style="list-style-type: none"> • Sponsor name on event signage, print materials, City social media posts and City website • Sponsor name listed on City-provided vinyl banner at event or facility • Onstage recognition of Sponsor at event if applicable • Sponsor recognition at a City Council meeting

Annual Community Sponsorship Campaign

April 18, 2023

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	<ul style="list-style-type: none">• Booth space at event if applicable• Guest passes to event if applicable
Silver	<ul style="list-style-type: none">• Sponsor name on event signage and print materials• Sponsor name listed on City-provided vinyl banner at event or facility• Onstage recognition of Sponsor at event if applicable• Sponsor recognition at a City Council meeting
Bronze	<ul style="list-style-type: none">• Sponsor name on print materials• Sponsor name listed on City-provided vinyl banner at event or facility• Onstage recognition of Sponsor at event if applicable• Sponsor recognition at a City Council meeting
Community	<ul style="list-style-type: none">• Sponsor name on print materials

CITY STRATEGIC PLAN COMPLIANCE:

Objective 1 B: El Segundo's engagement with the community ensures excellence.

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 way.

PREPARED BY:

Linnea Palmer, Recreation Specialist

Annual Community Sponsorship Campaign

April 18, 2023

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REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Staff Presentations

Item Number: D.13

TITLE:

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

RECOMMENDATION:

1. Adopt the Resolution of Intention to approve a contract amendment with the California Public Employees' Retirement System (CalPERS) to provide an additional 1% cost sharing, as specified;
2. Authorize City Manager and City Clerk, to execute associated CalPERS documents, as required for submission to CalPERS, to facilitate the CalPERS contract amendment process; and
3. Introduce first reading by title only, with further reading waived, an Ordinance authorizing such CalPERS contract amendment, and schedule a second reading of the Ordinance for the regular May 16, 2023 City Council meeting.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The retirement contract amendment will bring 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:

The City contracts with 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

CalPERS Contract Amendment for Cost Sharing Provision

April 18, 2023

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a Memorandum of Understanding (MOU) which is ratified by its members and approved by the governing body.

On August 20, 2019, the El Segundo City Council adopted a resolution approving a MOU with the Supervisory and Professional Employees Association (SPEA) for the term October 1, 2018, through September 30, 2022. The adopted and approved SPEA 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 September 2021. In preparing for negotiations for a successor MOU, it came to light that the additional one percent (1%) employee contribution and the CalPERS contract amendment process were not implemented. Because the operable MOU had expired, a Side Letter to begin the contract amendment process was required by CalPERS.

In February 2023, the City entered into a Side Letter with SPEA to implement the additional cost sharing and agreed to process a CalPERS contract amendment for employee cost sharing to be administered. This action meets the City Council’s previous agreement with SPEA to implement cost sharing. After approval and adoption of the Side Letter, a one-percent (1%) payroll deduction from employees to the City was implemented.

CalPERS requires that a formal contract amendment process must be executed for the additional one percent (1%) cost sharing provision. 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:

As the City and SPEA were negotiating a successor MOU, a Side Letter was approved by City Council on February 21, 2023 to begin the additional cost sharing and CalPERS contract amendment process. The one-percent (1%) payroll deduction has been implemented on an after-tax basis and is considered an “employer” contribution while the contract amendment process is underway. Once the amendment receives final approval by CalPERS, the one percent (1%) deduction will be converted to a pre-tax payroll deduction and will be considered an “employee” contribution.

Staff recommends adoption of Resolution of Intention between the City of El Segundo and CalPERS and to introduce the Ordinance for the contract amendment for first reading, as required under Government Code § 20471. Upon approval of the adoption of the Resolution, the City will send the executed documents to CalPERS and request to begin the contract amendment process.

The Ordinance will come back for the second reading at the May 16, 2023 City Council meeting for approval to allow for the mandatory 20-day window between Resolution

CalPERS Contract Amendment for Cost Sharing Provision

April 18, 2023

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approval and Ordinance adoption under the same Government Code section. The contract amendment is scheduled to go into effect on June 17, 2023, which is the first day of the new payroll period following the May 17, 2023, effective date of the Ordinance.

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. Resolution of Intention to Approve an Amendment
2. Ordinance Authorizing Amendment to CalPERS Contract
3. Exhibit A - Amendment to CalPERS Contract

RESOLUTION NO. Number

A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL CITY OF EL SEGUNDO

WHEREAS, (1) The Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendment to said Law; and

WHEREAS, (2) One of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, (3) The following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 1% for classic local miscellaneous members in the El Segundo Supervisory and Professional Employees' Association.

RESOLVED, (a) That the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

PASSED AND ADOPTED RESOLUTION NO. _____ this 18th day of April, 2023.

Drew Boyles,
Mayor

Attachment: Exhibit A CalPERS Contract Amendment

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

ORDINANCE NO. _____

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF EL SEGUNDO AUTHORIZING AN
AMENDMENT TO THE CONTRACT BETWEEN 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: Findings.

- A. On April 18, 2023, the City Council adopted a Resolution of Intention, pursuant to Government Code § 20516, to amend the City's agreement ("Agreement") with the California Public Employees' Retirement System ("CalPERS") to increase employee retirement contributions by 1% of compensation for members of the Supervisory and Professional Employees' Association, as specified.
- B. The City Council seeks to adopt this Ordinance in accordance with Government Code § 20471, which requires approval of an amendment to the Agreement by ordinance, not less than 20 days after adoption of the Resolution of Intention referenced in subsection A above.

SECTION 2: Approval. An amendment to the Agreement between the City Council of the City of El Segundo and CalPERS is hereby authorized and, a copy of said amendment being attached as Exhibit "A," and incorporated by reference.

SECTION 3: The Mayor and City Manager are authorized, empowered, and directed to execute said amendment for and on behalf of the City and any associated documents necessary to effectuate such amendment.

SECTION 4: Recording. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the city of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 5: Execution. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Ordinance signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or duly appointed deputy, is directed to attest thereto.

SECTION 6: Effectiveness. This Ordinance will take effect on the 30th day following its final passage and adoption.

Attachment: Exhibit A CalPERS Contract Amendment

ORDINANCE NO. ____ HAD ITS FIRST READING ON _____, ITS SECOND READING ON _____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AT ITS REGULAR MEETING OF _____.

Drew Boyles, Mayor

ATTEST:

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

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"

Witness Date

Attest:

Clerk



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Staff Presentations

Item Number: D.14

TITLE:

Professional Services Agreement with LPA, Inc. for Phase One Recreation Park Renovations

RECOMMENDATION:

1. Authorize staff to enter into a Professional Services Agreement with LPA, Inc. ("LPA") to provide comprehensive plans, including conceptual design and engineering plans for Phase One of the Recreation Park Renovation Project for an amount not to exceed \$145,918.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The City Council has approved \$1,000,000 in funding for park improvements which is allocated in the CIP budget. The fee for the Professional Services Agreement is \$145,918.

Included in Adopted FY 2022-23 Budget and will be included as a continued appropriation in the FY 2023-24 Budget.

Amount Budgeted: \$1,000,000

Additional Appropriation: N/A

Account Number(s): 301-400-8202-8421 (CIP Fund - Recreation Park Projects CIP Reserve)

In addition, the following Recreation Park CIP projects are budgeted for FY 2022-23:

- Brett Field restrooms: \$350,000 (301-400-8202-8216)
- Teen Center/Skate Park: \$716,275 remaining (301-400-8152-8214)

Agreement with LPA, Inc. for Phase One Recreation Park Renovations

April 18, 2023

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BACKGROUND:

The City of El Segundo is seeking to renovate and improve Recreation Park to continue serving the evolving needs of its residents. A detailed plan will be required to carry out this objective. The staff is requesting to enter into a Professional Services Agreement with LPA, a highly qualified design and architectural firm to produce a comprehensive plan, including conceptual design and detailed design drawings for Phase One improvements. Phase One improvements represent the City Council's highest priority items as follows:

1. Teen Plaza, including the Teen Center, Skate Park, and the basketball court immediately adjacent to the Teen Center.
2. Improvements to Brett Field, Stevenson Field and the softball field, including infield improvements, outfield improvements, scoreboards, lighting, drainage, fencing and irrigation.
3. Renovation and possible reallocation of the tennis, pickleball, paddleball and volleyball courts.
4. Re-imagine an underutilized section of Recreation Park, including the lawn bowling, horseshoe toss, bean bag toss, and shuffleboard areas.

DISCUSSION:

Staff received City Council approval to release an RFQ for design and engineering services at the City was released on February 1, 2023. There were seven firms that responded to the RFQ. Staff conducted including initial reviews of each firm's qualifications and then subsequent interviews with the three most

Staff is recommending the City select LPA based on their extensive experience, reputation and success designing and implementing high quality park and public facility projects.

April 26, 2023

April 27, 2023

May 11, 2023

June 7, 2023

July 5, 2023

July 19, 2023

July 26, 2023

July 26, 2023

Kickoff Meeting

Site and Building Reviews Begin

Begin Conceptual Design work

Presentation to Recreation Park Renovation Subcommittee (RPR)

Final Presentation for RPRS

Presentation to Recreation and Parks Commission

Presentation to City Council

Conceptual plan and Budget Approval

Agreement with LPA, Inc. for Phase One Recreation Park Renovations

April 18, 2023

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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.

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Brandee Thornton, Sr. Admin Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Staff Presentations

Item Number: D.15

TITLE:

Resolution to Establish Preferential Parking Zone No. 2 and Discussion of Possible Residential-Wide Preferential Parking Program

RECOMMENDATION:

1. Adopt a Resolution approving preferential parking zone No. 2 along California Street (between Pine Avenue and Holly Avenue), Holly Avenue (between California Street and Kansas Street), and Kansas Street (between Holly Avenue and Grand Avenue).
2. Review and discuss a potential residential-wide preferential parking program, and provide staff direction.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Indirect cost of staff time associated with maintaining and enforcing the new preferential parking zone. A parking permit fee may be included in the future Master Fee Schedule study for council consideration and adoption.

BACKGROUND:

In compliance with El Segundo Municipal Code ("ESMC") § 8-5A-5, in February 2021, residents submitted a valid petition for establishment of a preferential parking zone on both sides of California Street (between Pine Avenue and Holly Avenue), both sides of Holly Avenue (between California Street and Kansas Street), and the west side of Kansas Street (between Holly Avenue and Grand Avenue). Residents voiced the following concerns:

- Employees from surrounding businesses, particularly south of Grand Avenue, are alleged to park for long hours in this area during the day.

Preferential Parking Zone No. 2

April 18, 2023

Page 2 of 4

- LAX Airport passengers are alleged to park their cars in the area for days between flights.
- Uber/Lyft drivers are alleged to park in the area while waiting for the next assignment.
- Residents of Grand Tropez condominiums and other non-adjacent residents are alleged to park long hours in this area, particularly during the night.

On January 18, 2022, Council adopted a resolution approving the establishment of a temporary Preferential Parking Zone No. 2 for the area as a one-year pilot project that began on April 1, 2022.

DISCUSSION:

Preferential Parking Zone 2

The Public Works Director who is acting as the City Traffic Engineer has found the requirements set forth in El Segundo Municipal Code (“ESMC”) § 8-5A-4 being met to establish Zone No.2 preferential parking. The current rule of issuing three residential permit decals and two visitor permit decals per each dwelling unit as described in ESMC § 8-5A-7 is working well, and the exemption of utility and governmental agency vehicles per ESMC § 8-5A-8 is also working as intended. The staff also have heard from a number of residents who live in the community adjacent to these streets who have expressed their support for the continuation of this Preferential Parking Zone No.2 program. The Police department has issued 201 parking citations during this one-year trial period, with the last citation which was issued on March 7, 2023. It is to be noted that the trend for issuing these citations has been substantially downward, and this program has proved to be effective. Consequently, the staff, including the Police Department, is recommending the approval of this Preferential Parking Zone No. 2 program permanently, meaning permanently to prohibit parking from 10 AM to 11 AM and from 2 PM to 3 PM, except by permit, along both sides of California Street between Pine Avenue and Holly Avenue, and on both sides of Holly Avenue between California Street and Kansas Street, with the exception of frontage along Kansas Park at Holly Avenue, and only the west side of Kansas Street between Holly Avenue and Grand Avenue. Alternatively, City Council may discuss this matter further and provide different directions for staff.

Residential-Wide Preferential Parking Program

The City Council Strategic Plan, "Goal 4: Develop and Maintain Quality Infrastructure and Technology," includes Strategy A) Identify parking solutions throughout the community. During prior considerations of preferential parking zones, the City Council deliberated the development of a residential-wide preferential parking program, in lieu of considering separate zones on a case by case basis. A primary concern being the perpetual shift of cars between neighborhoods as new zones are created, resulting in

Preferential Parking Zone No. 2

April 18, 2023

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an adverse impact on parking along adjacent streets, generating demand for additional zones. In order to better understand the potential for a residential-wide preferential parking program, staff conducted baseline analysis of theoretical parking capacity in the City's residential neighborhoods, and several considerations for City Council for future implementation, and are seeking direction to pursue any of the below-outlined options.

Baseline Theoretical Parking Capacity

Illustrated in Figure 1, staff calculated the linear curb frontage in all residential neighborhoods. Red curb, fire hydrants, driveways, loading zones, and handicap parking were netted out, leaving a total of approximately 195,111 feet of linear curb available for on-street public parking. With a standard street parking stall requiring approximately 24 feet, the resulting theoretical parking capacity within residential neighborhoods shown below totals 8,129 vehicles.

Figure 1:



In order to further explore the implementation of preferential parking in the residential neighborhood, several variables need to be considered, including but not limited to the following:

- Wholesale standards residential-wide vs. creation of sub-zones and varying standards based on location
- Fee or fee structure
- Number of passes, including potential for guest permits
- Hour limitations
- Treatment on holidays

Preferential Parking Zone No. 2

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- Temporary permits for non-residents or non-guests
- Eligibility requirements
- Exemptions
- Duration of valid permits
- Enforcement/staffing needs
- Public engagement and participation in the creation of, or election to implement a preferential parking program

The staff is seeking direction from City Council to further pursue the development of a residential-wide preferential parking program, including preferences for any of the above items. If desired, staff may return with a recommended program along with implementation costs for City Council consideration. An Ordinance amending ESMC Chapter 8-5 would be required to implement such a program.

CITY STRATEGIC PLAN COMPLIANCE:

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

Objective 1A: El Segundo provides unparalleled service to internal and external customers.

Objective 1B: El Segundo's engagement with the community ensures excellence.

PREPARED BY:

Lifan Xu, City Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. ES - Resolution Preferential Parking Zone No.2
2. Vicinity Map
3. Location Map
4. Preferential Parking Zone No. 2 Aerial Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL SEGUNDO, CALIFORNIA DESIGNATING
PREFERENTIAL PARKING ZONE NO. 2.**

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

SECTION 1. *Findings.* The City Council finds:

A. Preferential parking in “Zone No. 2,” as defined below, is required to enhance or protect the quality of life in the area of the designated area and necessary to provide reasonably available and convenient parking for the benefit of adjacent residents.

B. Based upon the recommendation of the Public Works Director, acting as the City Traffic Engineer, and the agenda report accompanying this Resolution, the following conditions set forth in El Segundo Municipal Code (“ESMC”) § 8-5A-4 exist to substantiate the establishment of preferential parking in Zone No. 2:

1. Regular Interference: That “nonresident vehicles”, defined as those vehicles owned and/or operated by persons who are not “residents,” do or may substantially and regularly interfere with the use of the majority of available public street or alley parking spaces in the proposed zone by adjacent residents;
2. Regular Intervals: That the interference by the nonresident vehicles referred to in subsection A occurs in the proposed zone at regular and significant daily or weekly intervals;
3. Noise: That the nonresident vehicles parked in the area of the proposed zone cause or are the source of unreasonable noise, traffic hazards, environmental pollution, or devaluation of real property in the area of the proposed zone; and
4. Shortage of Parking Spaces: That a shortage of reasonably available and convenient residential related parking spaces exists in the area of the proposed zone.

SECTION 2. *Zone Establishment.* Subject to the provisions of ESCM § 8-5A-5, preferential parking is established in the area comprising Zone No. 2 as follows:

ZONE 2: No Parking between the hours of 10:00 a.m. and 11:00 a.m. and between 2:00 p.m. and 3:00 p.m., Monday through Friday, except by permit on west and east curb line of California Street between Pine Avenue and Holly Avenue; on south curb line of Holly Avenue between California Street and Kansas Street; on north curb line of Holly Avenue between California Street and Kansas Street, except the frontage along Kansas Park at Holly Avenue; and the west curb line of Kansas Street between Holly Avenue and Grand Avenue.

SECTION 3. *Direction.* The Public Works Director, or designee, is directed to do the following, pursuant to ESCM Chapter 8-5A:

- A. Take necessary steps to notify the public of Zone No. 2's preferential parking restrictions, including, without limitation, the installation of appropriate signage, pursuant to ESMC § 8-5A-9(A); and
- B. Issue permits for preferential parking to residents and visitors pursuant to the requirements and limitations of ESMC § 8-5A-7 and exemptions set forth in ESMC § 8-5A-8.

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

SECTION 5. Signature Authority. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 6. Effective Date. This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7. City Clerk Direction. The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 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 of said City, and attested to by the City Clerk of said City, 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:

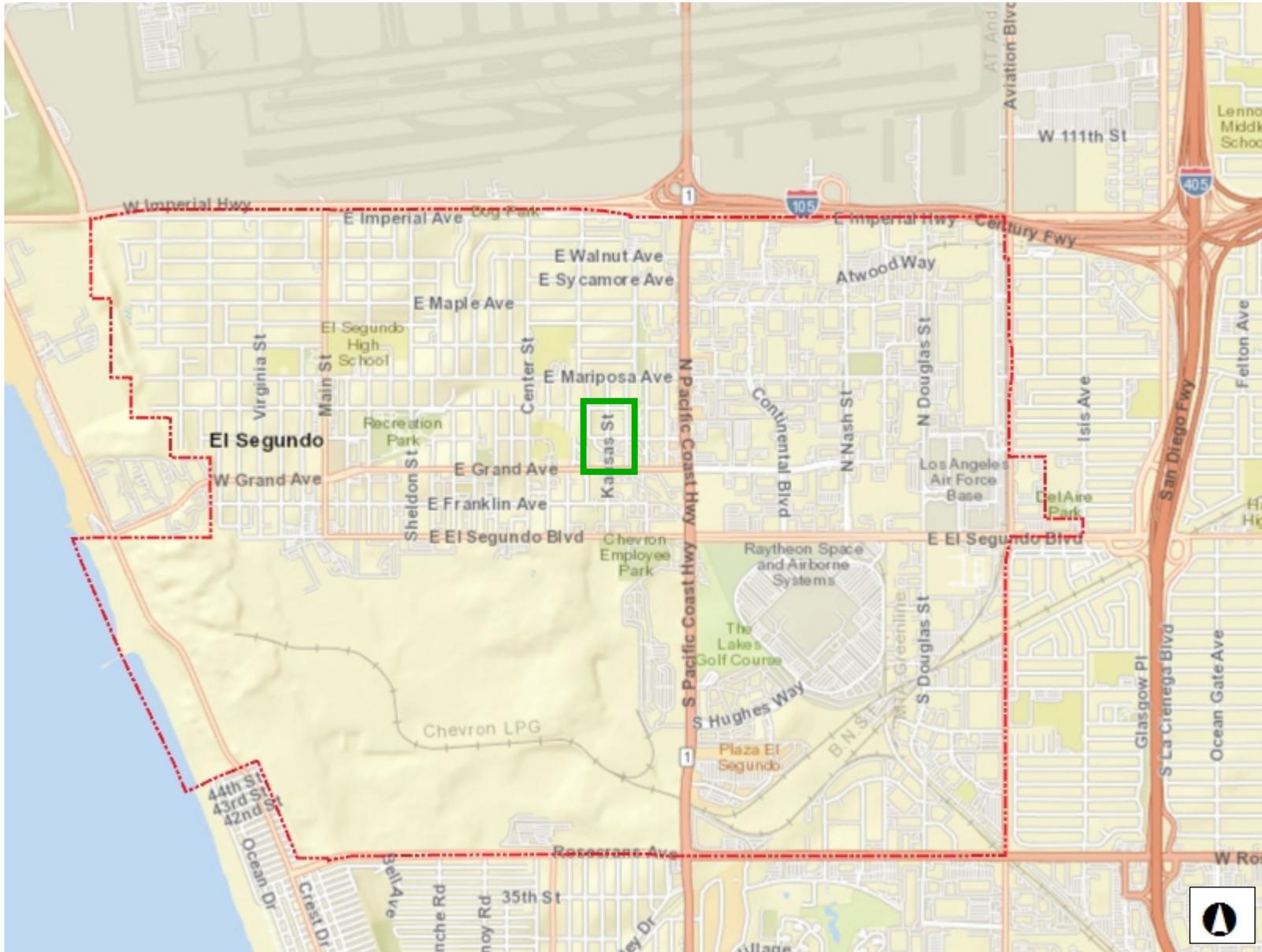
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



Preferential Parking Zone No.2 Vicinity Map



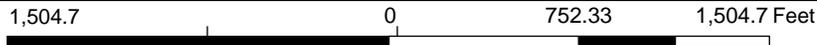
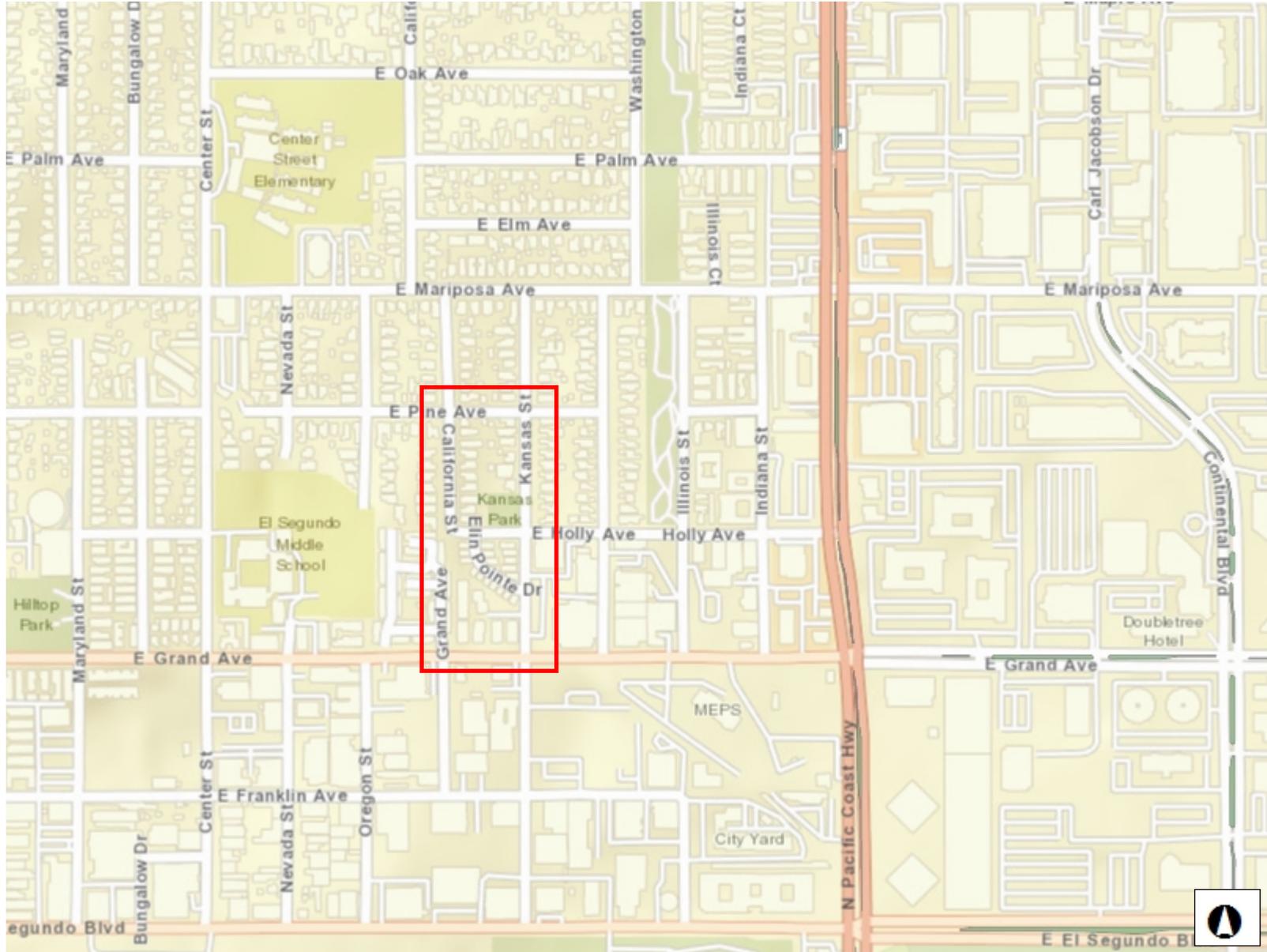
6,018.7 | 0 | 3,009.33 | 6,018.7 Feet

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.



Preferential Parking Zone No.2 Location Map



WGS_1984_Web_Mercator_Auxiliary_Sphere

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Preferential Parking Zone No.2 on California St., Holly Ave. and Kansas St.





City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Staff Presentations

Item Number: D.16

TITLE:

Memorandum of Understanding between the City of El Segundo and the El Segundo Supervisory and Professional Employees' Association and Amendment to the City Contributions for CalPERS Medical Premiums

RECOMMENDATION:

1. Adopt a Resolution approving and adopting the Memorandum of Understanding ("MOU") between the City of El Segundo and the El Segundo Supervisory and Professional Employees' Association ("SPEA").
2. Adopt a Resolution amending the City contributions for CalPERS medical premiums pursuant to the MOU between the City of El Segundo and SPEA.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The fiscal impact for FY 2022-23 is \$225,000. There are numerous Citywide vacancies that provide sufficient budgetary savings to address this impact. No additional appropriation is required. Subsequent years fiscal impact totals \$503,000 over FY 2023-24 through FY 2025-26.

BACKGROUND:

Staff and representatives of the SPEA met and conferred pursuant to Section 3500 et seq. of the California Government Code, the Meyers-Milias-Brown Act ("MMBA"), for purposes of reaching a labor agreement. Tentative Agreement was reached on March 28, 2023 and SPEA ratified the agreement on March 30, 2023.

These negotiations included a very comprehensive review and reorganization of the MOU which will provide clearer language for its members and for City staff to administer in furtherance of Goal 3 of the Strategic Plan, "To Promote a Quality Workforce Through Teamwork and Organizational Efficiencies."

SPEA Memorandum of Understanding

April 18, 2023

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DISCUSSION:

The successor MOU aligns terms and formats items for easier reading, clarifies language, updates provisions due to changes in the labor law, and revises the leave cash out process to comply with the IRS doctrine of constructive receipt. Additionally, new Employee Employer Relations items are included to designate a specific bank of hours for SPEA members to conduct Association business and to incorporate a Management Rights clause for the City. The redlined MOU is attached which shows the revisions.

The SPEA bargaining unit represents thirty-nine (39) job classifications with twenty-seven (27) incumbents. The following are highlights of the salary and benefit changes to the MOU:

1. Term: 3 years and 9 months, October 1, 2022, to June 30, 2026
2. Salary Adjustments:
 - 4% effective retro to October 1, 2022
 - 2% effective July 1, 2023
 - 2% effective July 1, 2024
 - 2% effective July 1, 2025
 - Equity Adjustment of 3% to the Accounting Supervisor Classification
3. Ratification Bonus: \$2,000
4. Health Insurance Increases:
 - Effective January 1, 2023: from \$1,650 to \$1,700
 - Effective January 1, 2024: from \$1,700 to \$1,750
 - Effective January 1, 2025: from \$1,750 to \$1,800
 - Effective January 1, 2026: from \$1,800 to \$1,850
5. Addition of one (1) Vacation hour per month in exchange for hard cap on vacation accrual such that no employee shall be permitted to accrue in excess of twice their annual accrual rate effective July 2, 2023.
6. Hard cap on sick leave accrual of 600 hours for employees hired after MOU adoption.
7. Addition of one (1) day per calendar year for Personal Leave.

Additionally, the parties agreed to a re-opener clause for specific items with any proposed changes to be implemented only by mutual agreement of the City and SPEA, including the following:

- Upon completion of a Fair Labor Standards Act (“FLSA”) audit to also reopen the provisions related to leave and compensation for employees who are determined to be exempted from the FLSA;
- In the event that the City proposes a Citywide policy on requests for reclassification; and

SPEA Memorandum of Understanding

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- In the event that another bargaining unit negotiates a higher maximum City contribution to employee health care premiums.

CalPERS requires contracting agencies participating in the Medical Plan under the Public Employee's Medical and Hospital Care Act ("PEMHCA") to submit a change resolution approved by the City Council to amend the employer contribution for medical premiums. Attached for adoption is the required resolution to increase the 2023 City paid medical premiums as noted above.

Upon approval and adoption of the MOU and related resolutions, Human Resources will work with Finance to implement all provisions as negotiated.

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. Tentative Agreement Redline MOU
2. Resolution Approving and Adopting SPEA MOU
3. Exhibit A- SPEA MOU October 1 2022 to June 30 2026
4. Resolution Fixing the Employer Contribution 005 El Segundo Supervisory and Professional Employees Association

MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN
THE CITY OF EL SEGUNDO (“CITY”)
AND
EL SEGUNDO SUPERVISORY AND PROFESSIONAL EMPLOYEES’ ASSOCIATION (“SPEA”)

ARTICLE 1 - INTRODUCTION

SECTION 1. Preamble Preamble

—Pursuant to the provisions of the City of El Segundo Resolution No. 3208, establishing procedures governing employer-employee organization relations, the City of El Segundo (hereinafter referred to as the “City” and or “Employer” “Employer” (interchangeably)) has recognized the El Segundo Supervisory and Professional Employees’ Association (herein after referred to as the “Association,” “Union,” or “SPEA”), as the exclusive representative of employees within the bargaining unit consisting of the classifications ed positions listed in the salary schedule in Appendix A – Bargaining Unit Classifications.

SECTION 2. Recognition Recognition

—The City recognizes the Association as the representative of the full-time employees in the classifications and assignments listed set forth in Section 1, above Appendix A, for the purpose of meeting the joint obligations of the City and Association as set forth within Government Code section section 3500, et seq., or the Meyers-Milias-Brown Act (“MMBA”), Government Code 3500 et seq.

SECTION 3. Term

—The term of this Memorandum of Understanding (“MOU”) shall commence on October 1, 2018 2022 and end on June 30, 20265 ~~September 30, 2022~~.

SECTION 4. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee because of race, color, age, religion, creed, national origin, ancestry, sex, gender, sexual orientation, medical condition, genetic information, marital status, any other protected category under the law, as well as Association activities in any matter.

ARTICLE 2 - COMPENSATION

SECTION 1. Compensation Adjustments

—The City shall provide the following salary increases to employees, per Appendix AG:

1. Retroactive to the first full pay period after that includes October 1, 2022: IEffective upon the first day of the first payroll period after City Council ratification of this MOU, increase

Tentative Agreement (Final Redline No Comments) (March 30, 2023)

Increase base salary by four percent (4.00%);

2. Effective the first full pay period that includes July 1, 2023: increase ~~base salary by two percent (2.00%);~~

3. Effective the first full pay period that includes July 1, 2024: Increase base salary by two percent (2.00%); and

2.4. Effective the first full pay period that includes July 1, 2025: Increase base salary by two percent (2.00%). ~~Effective Pay Period that includes October 1, 2020: increase base salary by Two Percent (2%)~~

~~Effective Pay Period that includes October 1, 2021: increase base salary by Two Percent (2%)~~

~~Effective on the first day The City shall provide an equity adjustment to of the first payroll period after City Council adoption of this MOU, compensation to employees in the for the Accounting Supervisor job classification of Accounting Supervisor in the amount of shall be increased by 3.0%.~~

~~The equity adjustments to the compensation of the classification of Accounting Supervisor shall occur prior to the application of the retroactive -cost of living adjustments- described above.~~

SECTION 2. Ratification Bonus

The City shall provide a one-time ratification bonus in the amount of \$2,000 to each employee in the bargaining unit who is employed by the City at the time that the MOU is ratified by the Association.

The City shall provide the bonus in the first full pay period following the adoption of the MOU by the City Council.

SECTION 23. ~~Salary Table Step Advancement~~

~~The advancement of an employee from Step A to Step B shall be on the beginning of the pay period immediately following satisfactory completion of the employee's his or her first six (6) months' service.~~

~~Advancement from Step B to Step C, from Step C to Step D, and from Step D to Step E, shall each occur on the beginning of the pay period immediately after completion of one (1) year's satisfactory service in each of such classification. ~~e pay period immediately after completion of one (1) year's satisfactory service in each of such classification.~~~~

SECTION 34. ~~Accelerated Salary Step Advancement~~

~~Accelerated salary step advancement is intended to recognize employees whose job performance is exemplary and consistently exceeds normal expectations for their current step.~~

Prior to an employee completing one (1) year of service at their current step

~~an~~ Employees who ~~hasve~~ yet to reach the top step of their salary range whose performance is exemplary and consistently exceeds normal expectations for their current step ~~may be are~~ eligible to receive an accelerated salary step advancement to the next higher salary step, so long as the employee has not ~~yet reached the top step of their salary range and the next salary step~~ provides no more than a five percent (5%) ~~of up to 5%~~ increase over their ~~base~~ salary at their current step.

In order to be eligible for accelerated salary step advancement, the employee's supervisor or manager must recommend such advancement to the responsible Department Head. The supervisor or manager shall submit a written report on the prescribed form to the appropriate Department Head.

~~in a 12 month period upon recommendation and approval by the department head and City Manager. An accelerated salary advancement is intended to recognize an employee's job performance which consistently and uniquely exceeds normal expectations.~~

~~A supervisor may recommend at any time to the department head that an employee receive an accelerated advancement to the next salary Step B, C, D, or E, based on exemplary job performance.~~

~~If ~~t~~The department head Department Head concurs, he/she shall submit the form to ~~submit a written report on the prescribed form to the~~ Director of Human Resources, indicating whether they agree with the supervisor or manager's recommendation and providing additional comments, if necessary.~~

~~of Human Resources citing specific examples of work performed by the employee that consistently exceeds expectations and warrants approval of the next salary step~~

~~prior to the employee's anniversary date. The Director of Human Resources shall submit the form request along with a recommendation to ~~for action by the City Manager, indicating whether the recommendation conforms to the City-wide criteria for accelerated step advancement.~~~~

The City Manager shall make the final decision whether to approve the employee's accelerated salary step advancement.

An employee may receive more than one accelerated salary step advancement within a twelve (12) month period of time, subject to the requirements provided for in this section.

An if warranted. The accelerated salary step advancement(s) shall not change the affected employee's anniversary date.

SECTION 45. Payroll Direct Deposit -

Payroll is distributed bi-weekly (i.e., 26 times per year).

The City shall electronically deposit employees' paychecks directly into a savings or checking account designated by the employee.

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Employees shall be responsible for providing the Finance Department with the correct transit routing ~~and account number information of their banking institution and the correct number of the account into which their paycheck will be deposited.~~

~~Exceptions to this policy shall be granted upon an employee's written request to the Finance Director.~~

ADDITIONAL COMPENSATION

SECTION 56. – Temporary Assignment to Higher Classification -

~~An employees who is qualified to work in a higher classification or position shall receive an increase to their salary rate, as described below, for the duration of their assignment to and service in such classification or position under the following conditions: (1) Where an employee is qualified The City requires that the employee for and is required serve for not less than ten (10) days –an apprin eciable period of time to serve temporarily in the higher classification or position and that the employee be responsible for performance of the work of such classification or position; and (2) and have the responsibility for work in a higher class or position, when approved by tThe City Manager approves the employee’s temporary assignment to and service in such classification or position; such employee, while so assigned, shall receive the entrance salary rate of that class.~~

~~During such assignment, the employee shall be placed at –or the lowest step in the higher class or position that provides whatever step thereof that is for a base salary –not less than five percent (5%) above the employee’s base salaryhis or her present rate, whichever is higher.~~

~~For the purpose of this section, "appreciable period of time" is defined as ten consecutive working days (eight working days if on four/ten plan) or longer.~~

~~Temporary assignments shall be limited to 960 hours per fiscal year.~~

~~For purposes of calculating the amount of time that an employee serves in a probationary status following promotion to a higher classification or position, the City shall recognize and credit an employee who serves in a higher classification or position during a temporary assignment with a deduction to the time that the employee must serve in a probationary status. The City shall credit the employee with the days served in the higher classification or position, and shall make a comparable reduction to the number of days that the employee must serve in a probationary status following promotion to the higher classification or position. The City will not credit the employee for any time spent on unpaid leave or extended paid leave during their temporary assignment. For this purpose, the Parties agree that “extended paid leave” means leave that exceeds one week.~~

SECTION 67. – Request for Reclassification Classification Review

A. Basis –for request Request

~~-A bargaining unit employee or Association may make a request for reclassification once every two years, if an employee's job duties and responsibilities have become significantly different over the two-year period.~~

~~A. —~~

B. Processing of request Request

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–The request for reclassification review must be submitted by the employee or the Association to the employee's immediate supervisor. The employee's supervisor shall submit a written recommendation to the employee's Department Head concerning the merits of the reclassification review request. If the Department Head determines that the employee's job duties and responsibilities have significantly changed, the Director of Human Resources will initiate the reclassification review process.

Human Resources Department staff will have the responsibility to conduct the reclassification review process. However, if the Association and the City mutually agree, a consultant may be utilized at any step of the reclassification review process. The cost of the agreed upon Consultant will be paid by the City.

B.C. Components of Reclassification review Review -

The employee requesting the reclassification review will provide information summarizing the scope and complexity of the duties and responsibilities of the position.

The employee requesting the reclassification review will be interviewed and observed at work to assess the validity of the information provided by the employee and to develop a full understanding of the job duties and responsibilities.

A salary survey will be performed comparing the employee's position with similar positions in the Cities of Culver City, Gardena, Hawthorne, Hermosa Beach, Inglewood, Los Angeles, Manhattan Beach, Redondo Beach, Santa Monica, Torrance, and the County of Los Angeles. For purposes of the salary survey, the mid-point of the City's current pay schedule will be compared to the midpoints of the surveyed public entities for positions with similar education and/or experience requirements. Variances of +/- 5% will be considered comparable to the prevailing rate.

Action by the Director of Human Resources - The completed reclassification survey and a draft job description shall be reviewed by the employee's supervisor and the Director of Human Resources. The Director shall then meet and confer with the Association on the results of the reclassification review. The Director shall then make his or her recommendation to the City Manager. The Director shall recommend to the City Manager the approval of any reclassification request that reflects a substantial change in the duties and responsibilities of the position.

D. Action by the City Council

–All reclassifications must be approved by the City Council.

E. Effective date Date of reclassification Reclassification

–Any approved reclassification shall become effective the pay period following approval.

F. Challenge to decision Decision on reclassification Reclassification request Request

–The Association may challenge the denial of the reclassification request by the Director of Human Resources, the City Manager or the City Council. Any challenge to the denial of the

reclassification request will be governed by this section and not by the Grievance Procedure, set forth in Article 5. ~~If~~ a challenge is made, a new classification review will be completed by a neutral entity selected by mutual agreement of the Association and the City. The parties agree to accept the conclusions reached by the neutral entity. The cost of the consultant's services will be shared equally by the Association and the City.

SECTION 87. Standby Duty -

~~Standby~~ dDuty is the time that employees, who have been released from duty, are specifically required by their supervisor to be available for return to duty when required by the City. During ~~Standby~~ standby Duty, employees are not required to remain at their City work station or any other specified location. Standby dDuty employees are free to engage in personal business or activities.

~~However~~The City requires that, ~~standby~~ standby duty ~~duty~~ requires that employees adhere to the following:

1. Be reachable by device or telephone. The City may, in its discretion, provide a paging device (e.g., a beeper) to an employee assigned to Standby Duty for purposes of responding to requests to return to duty.
- ~~2.~~ Be ready to respond immediately when reached by the City.
- ~~2.~~ Be reachable by paging device or telephone. The City may, in its discretion, provide a paging device (e.g., a beeper) to an assigned Standby Duty employee.
3. Be able to report to work duty within one (1) hour of being contacted by the City notification.
4. Refrain from activities which might impair their ability to perform assigned duties, including but not limited to, ~~This includes, but is not limited to, abstaining from the consuming ption of any alcoholic beverage, illicit and the use of any illegal drug or medication capable of impairing one's mental or physical faculties, incapacitating medication.~~
5. Respond to any call back during the assigned standby period. As with any City equipment, any paging device assigned to an employee is the responsibility of the standby employee during the standby assignment. The employee is liable for any loss of or damage to the paging device which is caused by the employee's negligence or intentional acts.

Failure of an employee to comply with the provisions of standby standby duty duty may subject the employee to discipline, up to and including termination of employment with the City.

For each period of standby standby duty, employees shall be provided the choice of two (2) hours of compensatory time off or two (2) hours of paid time. A period of standby duty shall be defined as one

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(1) day, commencing at 0001 and ending at 2400.

An employee who uses sick leave or vacation leave during a standby period, occurring on or after September 9, 2000, shall not be provided any form of compensation for the standby period, unless the employee's ~~department head~~Department Head approves, in writing, the provision of the normal ~~standby duty period~~ compensation.

SECTION 98. Cell Phone Stipend -

~~An e~~Employees in a classifications to which the City issues are currently issued a City-provided cell phone may either elect to use the City-issued phone or to receive ~~an eighty dollar (\$80) monthly stipend to offset the cost of utilizing their personal cell phone for work-related purposes instead using thenot to City provided be issued cell phone,~~ s and instead receive an eighty dollar (\$80) monthly stipend to offset the cost of utilizing their personal devices for work related purposes

An employee who elects to use their personal cell phone and receive the stipend from the City shall, upon request by the City, make their personal cell phone and cell phone records available for inspection by the City on the same terms and conditions as employees who are issued City-provided cell phones.

~~Non-exempt employees shall not use their personal cell phones to perform any work on behalf of the City outside of normal working hours without prior supervisory approval. Employees who elect this option shall make their personal cell phones and cell phone records available for inspection by the City on the same terms and conditions as employees who are issued City cell phones.~~

SECTION 910. Educational Incentive Pay

~~Eligible employees shall be entitled to receive educational incentive pay as shown described below.~~

In order to qualify for Eligibility for educational incentive pay an employee must satisfy the following conditionsis limited to those employees who ~~(: (1)a) are w~~Working in a job classification that does not require a bachelor's degree or higher degree in order to to qualify for the classification, and ~~(b2) were awarded such~~Receive a degree from an accredited college or university in one (1) of the majors of public administration, business administration, engineering, or other job-related major, which had been approved by the employee's department headDepartment Head, in writing.

Following the employee's submission of documentation to their Department Head that they are qualified to receive educational incentive pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will

If during the term of this ~~MOU~~Memorandum of Understanding the City assigns a ~~a~~ job classification ~~to~~ is assigned a salary grade higher than 53S, the flat dollar ~~monthly~~ pay period amount of educational incentive pay for the employee in the classification shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION 1011. Bilingual Pay

An employee who demonstrates conversational and written fluency in a language other than English that is approved by their ~~Department Head~~Department Head and who is assigned duties in which such language skills are regularly used, shall be entitled to bilingual pay as ~~shown~~ described below.

In order to determine the employee's proficiency in the language, ~~The City will be responsible for utilizing~~ a standardized, industry-accepted test (such e.g., as Berlitz, Inc.) ~~to determine an employee's qualifications for bilingual pay.~~

Following the employee's submission of documentation to their Department Head that they are qualified to receive bilingual pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide Bilingual ~~bilingual~~ Pay ~~pay~~ at the following rates based on the employee's job classification:

Job Classifications Occupying Salary Grades 30S – 39S:	_____	<u>\$73.40</u> 159.02 / <u>pay</u>
<u>period</u> <u>month</u>		
Job Classifications Occupying Salary Grades 40S – 49S:	_____	<u>\$93.20</u> 3.56 / <u>pay</u>
<u>period</u> <u>month</u>		
Job Classifications Occupying Salary Grades 50S – <u>53S</u> :	_____	
<u>—</u> <u>\$103.70</u> 224.69 / <u>pay</u> <u>period</u> <u>month</u>		

If during the term of this ~~MOU~~Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar ~~monthly~~ pay period amount of bilingual pay for the employee shall be equivalent to two and one-half percent (2.5%) of the base salary E Step of the salary grade.

SECTION 1112. Longevity Pay

An employee who has completed twenty (20) years of continuous service with the City of ~~El Segundo~~ shall be entitled to longevity pay as ~~shown~~ described below.

The City will provide longevity pay to an employee starting the full pay period that includes the employee's twentieth (20th) anniversary date with the City.

The City will provide longevity pay at the following rates based on the employee's job classification:

Longevity Pay

Job Classifications Occupying Salary Grades 30S — 39S:	\$146.79318.04 /pay period/month
Job Classifications Occupying Salary Grades 40S — 49S:	\$187407.9011 /pay period/month
Job Classifications Occupying Salary Grades 50S — 53S:	\$207.41449.38 /pay period/month

If during the term of this ~~MOU~~ Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar ~~monthly pay period~~ amount of longevity pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION ~~1213.~~ Certification Pay -

~~An e~~ Employee employed in either the s occupying the job classifications of Wastewater Supervisor and or Water Supervisor classification shall be entitled to certification pay as ~~shown described~~ below ~~for in the event that the employee~~ obtainsing and maintainsing a valid certification related to their job duties that is of a higher level or more specialized than the above the level certification required by the City as provided for in on the employee's City Council approved classification specification.

The employee's Department Head Eligible certifications will be determined by the ~~employee's Department Head~~ Department Head which certifications are of a higher level or are more specialized.

Following the employee's submission of documentation to their Department Head that they are qualified to receive certification pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide certification pay at the following rates based on the employee's job classification:

Certification Pay

Job Classifications Occupying Salary Grades 30S — 39S:	\$146.79318.04 /pay period/month
Job Classifications Occupying Salary Grades 40S – 49S:	———— \$187.90 /pay period/407.11/month
Job Classifications Occupying Salary Grades 50S – 53S:	———— \$207.41 /pay period/449.38/month

If during the term of this ~~MOU~~Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly pay period amount of certification pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade

SECTION 1314. Use of Personal Vehicle on Official City Business -

~~An Employees~~employee who is authorized to use a personal vehicle while on official City business will receive mileage reimbursement at the rate approved by the Internal Revenue Service ("IRS").

Unless authorized by the employee's Department Head, Use-use of a personal vehicle will not be authorized, if a City motor pool vehicle is available to the employee. ~~Under appropriate circumstances, Department Head may approve exceptions to the requirement to utilize available motor pool vehicles.~~

SECTION 1415. Uniforms -

~~The City shall provide uniforms to Employees~~employees employed in the joccupying the following job classifications enumerated below shall have uniforms and footwear provided and replaced by the City:

1. ~~Assistant Fire Marshal~~
1. ~~Crime Prevention Analyst I/II~~
2. ~~Emergency Management Coordinator~~
3. ~~Environmental Safety Manager~~
4. ~~Equipment Maintenance Supervisor~~
5. ~~Facilities Maintenance Supervisor~~
6. ~~Fire Marshal~~
7. ~~Park Maintenance Supervisor~~
8. ~~Police Records Supervisor~~
9. ~~Principal Environmental Specialist~~
10. ~~Senior Building Inspector~~
11. ~~Street Maintenance Supervisor~~
12. ~~Wastewater Supervisor~~
13. ~~Water Supervisor~~

A Department Head~~Department Heads~~ will determine appropriate uniform and footwear for

employees ~~occupying employed in job classifications in their~~ Departmental ~~job classifications~~.

~~The City will provide the Association an opportunity to provide input on the style of employee uniforms. However, the City possesses the exclusive authority to determine the style of employee uniforms. The City's determination shall be final and not subject to appeal. Style and cost will be determined solely by the City, with the Association provided the opportunity for information input. The determination of the City shall not be subject t~~

~~The City shall provide employees who are required to wear a uniform o administrative or judicial appeal. Uniform cleaning services for such uniforms. shall be provided by the City.~~

~~In the event that a uniform is damaged through regular use, the City shall replace the uniform.~~

~~In addition to the provision of uniforms as described above, the City shall provide employees in the following classifications a uniform cleaning allowance of \$400 per year:~~

- ~~1. _____, an Association member occupying the job classifications of Assistant Fire Marshal~~
- ~~2. _____, Environmental Safety Manager,~~
- ~~3. _____, Principal Environmental Specialist~~
- ~~4. _____, Fire Marshal~~
- ~~5. _____, Crime Prevention Analyst I/II~~
- ~~6. _____, I/II I/II, Emergency Management Coordinator~~
- ~~7. _____, Police Records Supervisor~~
- ~~8. _____ and Senior Building Inspector~~

~~The City will provide such allowance on a pro rata basis as part of the regular bi-weekly payroll. shall receive a uniform cleaning allowance of \$400 per year.~~

SECTION 1516. — Deferred Compensation Plan

~~—Employees are eligible to eligible to participate in the in the International City Management Association Retirement Corporation (ICMA-RC) and the Nationwide Retirement Solutions (NRS) Mission Square Deferred Compensation Plans. Participation is voluntary and there is no City contribution to the plan.~~

WORK SCHEDULES

SECTION 1617. — Assignment of Work Schedule

~~A. —Employees effective the first day of the first pay period in January 2018, employees of this bargaining unit shall work operate on a 9/80/80 work schedule.~~

~~Employees assigned to a 9/80 work schedule shall work eight (8) nine (9) hour days and one (1) eight (8) hour day every two weeks according to their assigned shift as described below.~~

~~B. An employee may be permitted to work a 5/40 work schedule by mutual written agreement by the following parties: (1) The employee; (2) Their Department Head; and (3) The~~

Association. Other schedules may be permitted pursuant to mutual agreement by the same parties.

C. ~~A~~ Employees shall typically be assigned a Monday through Friday 9/80 schedule. The Department Head, City and SPEA membership agree that the membership may assign employees in their Department to one (1) of three (3) shifts: (1) ~~be split into "A"; (2), "B"; or (3), and "C"~~.

A. ~~Employees assigned to the shift by their respective Department Heads, such that "A" and "B" shift work a 9/80 schedule, with employees assigned to the "A" shift working one (1) eight (8) hour shift Friday and taking the next Friday off, and employees assigned to the "B" shift working an eight (8) hour shift on the Friday that the employees assigned to the "A" shift take off, and taking off the Friday that the employees assigned to the "A" shift work. Employees opposite Fridays and have opposite Fridays. Employees who work a 5/40 work schedule will be assigned to the off, whereas "C" shift work and will be scheduled to work s Monday through Friday 5/40 schedule.~~

B.

D. If operational needs require and the change in work schedule is intended to be permanent, ~~Due to operational needs, the City may assign employees to operate work a different 9/80 schedule if the change is intended to be permanent and the exercise of such right~~ change in schedule is not arbitrary, capricious, retaliatory, or discriminatory.

In the event of such a change to an employee's work schedule, ~~th~~The City shall provide SPEA ~~the Association~~ and the affected employee with 30 days' notice prior to the implementation of ~~any such a change in the designated workweek~~. Such notification shall provide a description of the operational need requiring the change to the employee's work schedule.

The City shall not change an employee to any other schedule (e.g.,

~~The City shall not change an employee to any other schedule (e.g. for the proposed change.~~

~~The City shall not change an employee to any other schedule (~~from a 9/80 schedule to a 5/40 or a 4/10 without mutual written agreement by the following individuals: (1) The employee; (2) Their Department Head; and (3) The Association. or 4/10~~) without mutual written agreement by (1) the employee, (2) his or her Department Head, and (3) the SPEA Association Board.~~

E. The City is conducting four-month pilot program with employees in unrepresented management and confidential job classifications who have been provided the opportunity to work a 4/10 work schedule. When the pilot program concludes, on or about June 30, 2023, ~~the City will assess the program and determine whether to extend the program, including to employees in represented bargaining units.~~

If the City determines that the program was effective and that the interests of the City and the public would be served by extending the program to other employees, the City will provide employees in the bargaining unit represented by SPEA the opportunity to work a

4/10 work schedule.

Under such an arrangement, an employee may be permitted to work a 4/10 work schedule by mutual written agreement by the following parties: (1) The employee; (2) Their Department Head; and (3) The Association. If there is mutual agreement to a change in the employee's work schedule to a 4/10 work schedule, the Department Head with responsibility for the Department in which the employee works may assign the employee who will work the 4/10 work schedule to one (1) of two (2) new shifts: (1) "D"; or (2) "E". Employees assigned to the "D" and "E" shift work a 4/10 schedule, with employees assigned to the "D" shift working four (4) 10 hour shifts Monday through Thursday, and employees assigned to the "E" shift working four (4) 10 hour shifts Tuesday through Friday.

Subsequent to such assignment, if operational needs require and the change in work schedule is intended to be permanent, the City may assign employees to work a different 4/10 schedule if the change in schedule is not arbitrary, capricious, retaliatory, or discriminatory.

In the event of such a change to an employee's work schedule, the City shall provide the Association and the affected employee with 30 days' notice prior to the implementation of such a change. Such notification shall provide a description of the operational need requiring the change to the employee's work schedule.

The City shall not change an employee to any other schedule (e.g., from a 4/10 schedule to a 9/80 or a 5/40 without mutual written agreement by the following individuals: (1) The employee; (2) Their Department Head; and (3) The Association.

SECTION 1718. --Rest and Lunch Periods

~~--All bargaining unit employees shall be provided a fifteen (15) minute rest break period near the mid-point of every four (4) hours hours of scheduled work.~~

In order to ensure that ~~such affected~~ employees are prepared to ~~reconvene resume~~ performance of their ~~job~~ duties ~~precisely~~ at the conclusion of the fifteen (15) minute rest ~~period-break~~, ~~such~~ employees are encouraged to take their ~~break rest period~~ within the building where they are ~~assigned to be working regularly assigned~~ or on the grounds immediately adjacent to ~~such location the work assignment~~.

~~Employees shall be provided either As it concerns lunch breaks, all affected employees are scheduled for either a thirty (30) or sixty (60) minute lunch period depending on the employees' work assignment. (60) minute lunch break depending upon the work assignment.~~

~~An employee's failure to utilize a rest or lunch period does not authorize the employee to engage in the following conduct: (1) Accumulate or "bank" unused rest time; (2) Conclude their regularly scheduled work shift at a time Said scheduling shall be in accord with pre-existing City practices and procedures.~~

~~Failure by an employee to utilize a rest or lunch break shall not result in any accumulation or other "banking" of said unused time; nor shall failure to utilize said rest or lunch break time result in conclusion of the employees regularly scheduled work shift at a time earlier than the scheduled end of such shift; or (3) Enor shall any unused break time be utilized to extend a~~

rest or lunch period beyond the time limits prescribed by this section.

~~break. However, where the employee's supervisor in any instance where management requires that the employee mandates that a rest or lunch break not be taken a rest or lunch period because of the need to provide services to the City, such work then said additional work time shall be compensated in accordance with this MOU, City Rules and Regulations and other applicable statutory requirements. Additionally, in such circumstances, the employee's supervisor management does have may authorize the employee to end their work day early so that the hours actually worked does not exceed their regular daily work hours. In order for employees to end their work day early, they must be required to work during a rest or lunch period and receive authorization to leave early by their supervisor. the discretion to allow for early termination of an employee's regularly scheduled work hours in amounts of time equivalent to the missed breaks.~~

OVERTIME

Section 189. -MOU Overtime Compensation

A. Employees in this bargaining unit shall be entitled to MOU overtime pay at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) in a seven (7) day work week, as defined in Subsection DB, below.

SECTION 18. Fair Labor Standards Act – Overtime Compensation

~~Pursuant to the Fair Labor Standards Act, employees occupying the classifications and assignments described in Appendix A are entitled to overtime pay at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day workweek, as defined in Article 2, Section 16.~~

~~Effective January 6, 2018, employees of this bargaining unit shall work a "9/80" schedule, which consists of eighty (80) scheduled hours in a 14-day (two-week) cycle where, (1) in one week the employee works four 9-hour workdays and one 8-hour workday, and (2) the subsequent week consists of four 9-hour workdays. For FLSA purposes the "work week" for FLSA overtime purposes shall be established as four hours into the shift of the eight-hour day and in such a manner that no consecutive seven-day (168 hour) period shall exceed 40 hours. The work week for employees working other than a Monday through Friday schedule shall be defined in such a manner as to comply with FLSA work period requirements.~~

B. For FLSA purposes, the City establishes the following workweeks for employees in this bargaining unit as described in Article 2, Section 16:

1. For employees who are assigned to a 9/80 work schedule, the workweek shall begin four (4) hours into the eight (8) hour shift that they are scheduled to work such that no consecutive seven (7) day period shall exceed forty (40) hours.

2. For employees who are assigned to a 5/40 work schedule, the workweek shall commence at 8:00 am on Monday and conclude at 7:59 am the following Monday.

3. For FLSA purposes, for employees who are assigned to a 4/10 work schedule (regardless of the shift (i.e., "D" or "E" shift), the workweek shall commence at 8:00 am on Monday and conclude at 7:59 am the following Monday, unless the employee is assigned to an alternative start time, in which case the workweek shall commence at the start time on Monday and end immediately prior to that start time the following Monday.

C. Pursuant to Article 6, Section 7, in the event that the City conducts an FLSA audit during the term of this MOU in order to determine the status of employees under the FLSA (e.g., exempt or non-exempt), the City may reopen Article 2, Section 18-20 and engage in a meet and confer with the Association regarding any changes that the City proposes to make to those sections.

SECTION 1920. ~~Definition of hours~~ Hours worked ~~Worked for overtime~~ MOU Overtime - Computation purposes

For purposes of calculating overtime pay as described in Article 2, Section 18, ~~t~~The City, ~~for purposes of calculating overtime pay,~~ will include holiday leave as time worked.

The City will not consider the following non-working time as time worked for purposes of calculating overtime:

The following shall not be considered as time worked for purposes of computing entitlement to overtime compensation:

1. Meal~~Lunch periods~~breaks;
2. Utilization of paid or non-paid leaves of absence (e.g., including but not limited to vacation leave, sick leave, leave without pay, compensatory time off, and the one (1) Floating Holidays/Personal Leave Day provided to employees pursuant to Article 4, Section 11);
3. All~~t~~ravel time to and from the work site when reporting for ~~spending to~~ a regularly scheduled work shift;
4. All time in off-duty voluntary training assignments (e.g., homework, study time, meal time, sleep, etc.).
5. All off-duty travel;
6. All time for personal preparation and clean up; or
7. Any other time not deemed hours worked by the FLSA, except for paid time off for holidays recognized by the MOU and Floating Holidays provided to employees should their

~~regularly scheduled day off fall on a holiday recognized by this MOU pursuant to Article 4, Section 10-leave.~~

SECTION 2021. Overtime Authorization -

~~Employees must receive supervisory approval prior to working overtime. No employee shall be eligible for receipt of overtime compensation unless the working of overtime hours has been specifically authorized in advance by the employee's supervisor.~~

SECTION 2422. Compensatory ("Comp") Time ~~Comp Time Accumulation~~

~~A. Affected Employees shall may be entitled to accumulate no more than a maximum of eighty (80) hours of compensatory time off ("CTO").~~

~~B. Requests for the use of CTO by the employee shall be granted within a reasonable period of time following the request and shall not be denied unless the request would unduly disrupt the City's operational needs. Utilization of~~

~~C. Employees may cash out CTO as it is accrued by notifying the payroll division of their intent to do so. CTO will be cashed out at the employee's current base rate of pay. Payroll will provide the employee the requested cash out as soon as practicable. compensatory time off shall be subject to approval of the affected employee's department head. Employees may opt to receive cash payment for accrued compensatory leave earned yearly.~~

~~A-D. Upon separation or death, e. Employees shall receive payment for one hundred percent (100%) of their accumulated compensatory leave. CTO payouts shall be paid at the employee's base salary hourly rate of pay. upon service retirement, disability retirement, death, resignation, or termination. Effective beginning of the first pay period in March 2018, leave payouts shall be paid at the employee's base salary hourly rate of pay.~~

SECTION 2223. Recall Time

~~Affected eEmployees who are ordered required by a supervisor to return to a designated worksite other than during the employee's regularly scheduled hours of work and at a time not contiguous with said regularly scheduled hours of work, shall be provided a minimum of four (4) hours work time credit. Said minimum of four (4) hours shall then be included within the work period described in Section 1 for computation of overtime purposes.~~

ARTICLE 3 - BENEFITS

SECTION 1. Health Insurance

~~A. Health Insurance Coverage: Employees receive coverage under a participate as members of the Public Employees' Medical and Hospital Care Act ("PEMHCA") plan administered by the Public Employees' Retirement System ("PERS") administered Public Employees' Medical and Hospital Care Program.~~

~~Employees who elect to be covered under such plan s have may choose between a choice of Health Maintenance Organization ("HMO") and iIndemnity medical coverage plans.~~

~~A.~~

~~B. City Medical Health Contribution: For the term of this Agreement, the City will pay contribute both the minimum amount -Public Employees' Medical and Hospital Care Act ("PEMHCA")- minimum contribution required under Government Code section 22892 and -The City- a will supplemental amount under PEMHCA to cover certain costs associated with the premiums associated with the coverage for the employee and -contribute as outlined below toward an employee's and his/her/their eligible dependent(s)' medical costs.~~

~~The This-City's maximum contributions shall be as followsbelow includes the minimum PEMHCA contribution:~~

- ~~1. Effective on the first day of the second month following City Council adoption of the MOU, City contribution of \$1,500 per member per month for medical health insurance coverage;~~
- ~~1. Effective January 1, 2023, the -City- will contribute of \$17001,550 per member per month for employee medical health insurance coverage;~~
- ~~2. Effective January 1, 2024, the City will contribute \$1750 per member per month for employee health coverage;~~
- ~~3. Effective January 1, 202541, the City will contribute \$1800 per member per month for employee health coverage; and~~
- ~~4. Effective January 1, 2026, the City will contribute \$1850 per member per month for employee health coverage.~~

~~City contribution of \$1,600 per member per month for medical health insurance coverage; Effective January 1, 2022, City contribution of \$1,650 per member per month for medical health insurance coverage.~~

~~An employee shall be responsible for any Any employee premium amount ts that exceeds the above theCity contribution amount described above. The City will deduct such amount from the employee's paycheck -City contribution amount will be paid by the employee through a pre-tax payroll deduction.~~

~~The City no longer provides employees who opt out of health coverage under the City plan the option to receive cash in lieu of such coverage.Effective the first day of the second month following City Council Adoption of the MOU, the cash-out option is discontinued.~~

SECTION 23. Dental Insurance

~~-The City provides fully paid dental insurance for the employee and all eligible dependents, subject to the limitations as set forth in Article 3, Section 11.~~

SECTION 34. Optical Vision Insurance

~~-The City provides fully paid optical-vision insurance for the employees and all eligible dependents, subject to the limitations as set forth in Article 3, Section 11.~~

SECTION 45. Flexible Spending Account

~~-Pursuant to applicable federal laws, the City allows for employees to use pre-tax contributions to their Flexible Spending Account ("FSA") to pay for qualifying expenditures, including but not limited to payment of employee paid insurance premiums, non-reimbursed medical expenses and/or dependent care expenses with pre-tax dollars.~~

Participation in the FSA program is voluntary.

SECTION 56. Retiree Medical Health Insurance Contribution -

~~-For bargaining unit members who possess five (5) years' CalPERS service credit, theA member of the Association will be eligible to receive the City shall make a contribution - provided retiree medical insurance contribution for use towards the medical costs of the employee member's and his/her/their eligible dependent(s)' medical costs, which is equal to that amount outlined-described in Article 3III, Section 1, Ssub-section BA (i, ii, iii, iv), available to Association members currently employed by the City after a minimum of five (5) full years of service with the City of El Segunde.~~

~~A former employee shall be responsible for any premium amount that exceeds the City's maximum contribution. The former employee will pay the additional amount owed through their CalPERS annuity. The City's maximum per month contribution outlined in Article III, Section 1, Ssub-section B A (i, ii, iii, iv) includes the PEMHCA minimum contribution required under Government Code section 22892. As required by Government Code section 22892(b), the City's contribution will be an equal amount for both employees and retirees. Any Retiree premium amounts above the City's contribution amount will be paid by the retiree through their CalPERS annuity.~~

SECTION 6. Retiree Dental and Vision

~~—Upon retirement, an employee and their spouse, registered domestic partner, and/or and their eligible dependents who areis actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as a retiree should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.~~

~~In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.~~

~~If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.~~

Upon retirees death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City's dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees' eligibility to enroll in such plans.

SECTION 7. Leave Cashouts Payoff

~~—Employees retiring from the City service are will be paid out the accumulated total of their unused vacation leave, personal floating holiday leave, compensatory and compensatory leave, as provided for in this Agreement leave, and sick leave, as provided for in this Agreement.~~

Cashouts, if any, for accumulated sick leave are covered by Article 4, Section 8.

~~Effective beginning of the first pay period in March 2018, leave payouts shall be paid at the employee's base salary hourly rate of pay.~~

SECTION 8. Long Term Disability ("LTD") Insurance

~~The City provides employees with a fully paid long term disability insurance policy which allows continuance of two-thirds (2/3) ~~66-2/3%~~ of the first \$9,750 of the employee's monthly salary with a maximum monthly benefit of \$6,500.~~

The policy applies to non-~~job-job~~ related injuries and illnesses.

~~Occurrences and benefits are are payable following a sixty (60) a 60-day waiting period.~~

The maximum benefit period ~~may varies vary depending on on the basis of~~ the employee's age at the time of the disabling injury or illness ~~begins.~~

SECTION 9. California State Disability Insurance ("SDI") Program

~~The City provides employees the opportunity to access has taken all the necessary administrative steps to provide Association employees with State Disability Insurance ("SDI") Insurance Program coverage through the California Employment Development Department (EDD).~~

All actual costs associated with participation in the SDI State Disability Program will be the responsibility of ~~Association~~ employees.

SECTION 10. Life Insurance

~~—Employees are provided a fully paid \$50,000 basic term life insurance policy.~~

~~Employees may purchase Additional additional coverage for themselves self (\$100,000 maximum) and for family members may be purchased at a group rates by the individual employee, subject to the applicable limitations.~~

SECTION 11. Dental, Vision and Life ~~Dental, Vision and Life~~ Insurance Contribution Cap

~~—The City's aggregate contribution for current dental, optical vision and life insurance for the term of this agreement shall be set and fixed at \$184.25 per month.~~

The City shall provide ~~optical vision~~ benefits for each employee and the employee's eligible s-dependents.

Within the monthly contribution cap currently established for dental, optical vision and life insurance coverage, the City's monthly contributions toward dental and life insurance coverage ~~for an employee~~ shall be made after the City makes its contribution to provide 's full monthly vision vision benefits contribution for an employee and his/her/their dependents ~~has been made.~~

SECTION 12. Retirement -

A. Employees who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA") (those members shall be referred to as "classic members") are enrolled in either the California Public Employees' Retirement System ("CalPERS") retirement plans commonly referred to as the 2% at age 55 retirement plan ("Tier I") or the 2% at age 60 retirement plan ("Tier II") and shall be provided the benefits Effective November 8, 2000, employees participated described below:

Tier I: Employees hired before November 6, 2012 shall be eligible for the following retirement benefits:

1. 2% at age 55 retirement formula;
2. Retirement benefits based on the employee's single highest "compensation earnable" for one (1) year; ~~average annual compensation earnable;~~ " for one (1) year.
3. Pre- and Post-Retirement Death Benefits; and
4. Public Agency Retirement System ("PARS") Retirement Enhancement Plan, generally described as one-half percent (0.5%) at age 55 for all employees hired on or prior to December 31, 2012.

To be eligible, employees must be satisfy the following conditions: (1) be hired by the City for a position within the bargaining unit before October 1, 2012; (2) be at least age fifty-five (55) at the time of retirement; (3) have fifteen (15) years of full-time continuous service to the City; and (4) retire from the City.

This benefit will be paid to qualified retirees in addition to any CalPERS benefits to

which they are entitled, as described above.

Pursuant to a side letter between the City and SPEA entitled, "Public Agency Retirement System Retirement Enhancement Plan ('PARS')" and the November 3, 2015 Resolution adopting "The City of El Segundo Public Agency Retirement System (PARS) retirement Enhancement Plan (as Amended and Restated Effective October 31, 2015) ("Plan Amendment"), the City and PARS Retirement Enhancement Plan participants have agreed to discontinued the PARS Retirement Enhancement Plan such that participants will no longer be eligible for retirement enhancements and will no longer be obligated to make contributions to fund the Plan.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

Tier II: Employees hired between November 6, 2012 and December 31, 2012 or who were hired thereafter but were existing CalPERS members at the time of their hiring shall be eligible for the following retirement benefits:

1. 2% at age 60 retirement formula;
2. Retirement benefits based on the employee's single highest "compensation earnable" for one (1) year; and
3. Pre- and Post-Retirement Death Benefits.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

B. Tier III: Employees hired on or after January 1, 2013 and who meet the definition of "new member" under PEPR are enrolled in the following retirement plan ("Tier III") and shall be provided the benefits described below:

Tier III: Employees hired on or after January 1, 2013 shall be eligible for the following retirement benefits:

1. 2% at age 62 retirement formula;
2. "Final compensation" based on the employee's highest average annual "pensionable compensation" earned by the member during a period of at least

thirty-six (36) consecutive months and their retirement benefits shall be calculated based on "pensionable compensation" rather than "compensation earnable";

3. Pre- and Post-Retirement Death Benefits.

Employees shall individually pay a Member CalPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which the "new member" is enrolled, as may be adjusted by CalPERS per PEPR.

~~The All retirement pPlan's retirement benefits shall be are-integrated with Social Security.~~
SECTION 14. Public Agency Retirement System (PARS) – Effective October 1, 2008, the City will contract with the Public Agency Retirement System (PARS) to provide an additional retirement benefit for eligible Association employees. Eligible employees are those who are 1) 55 years of age or older, 2) have completed 15 years of continuous service with the City of El Segundo and 3) service or disability retire from the City of El Segundo. Eligible employees are entitled to receive the PARS .5 @ 55 retirement enhancement formula as a supplement to the City's 2% @ 55 Public Employees' Retirement System formula. This benefit will no longer be available to bargaining unit members who are both 1) hired and/or appointed to a position in the bargaining unit on or after October 1, 2012, and 2) not already a participant in the plan.

~~The City and the PARS participants have agreed to cease future accruals under the current PARS Plan and to relinquish PARS participants of their obligations to make future mandatory contributions to fund the current PARS Plan, as detailed in the executed side letter "Public Agency Retirement System Retirement Enhancement Plan ('PARS')" and in the City's November 3, 2015 Resolution adopting "The City of El Segundo Public Agency Retirement System (PARS) retirement Enhancement Plan (as Amended and Restated Effective October 31, 2015) ("Plan Amendment").~~

SECTION 135. Workers' Compensation -

~~-The City provides employees who receive-sustain job-related injuries or illnesses that are compensable under California Worker's' Compensation Laws three-quarters (3/4) 75% of their regular monthly salary for a period of up to one (1) year.~~

SECTION 146. College-course Education reimbursement Reimbursement Program -

~~-The City may provide employees who complete work-related college courses with a grade of "C" or better Employees are reimburse up to \$2,000 per calendar year for the 100% of the cost of tuition and books to a maximum of \$2,000 per calendar year for satisfactory completion of work-related college courses.~~

~~In order to qualify for receipt of such funds the employee must obtain either pre-authorization or approval for reimbursement from their Department Head and Human Resources Director, or such employees' designees. -Requires prior written approval of department head and City Manager and requires a C average or better grade.~~

~~Employees who participate in the reimbursement program must provide a copy of their grade(s) for verification and execute an sign-agreement which provides for the the following:~~

agreement:

Educational Reimbursement — "I certify that I successfully completed the course(s), and receiving at least a grade of "C" or better. (~~Attach copy of grade verification~~) Further, I agree to refund the City or have deducted from my final paycheck any educational reimbursement funds received under this program if I should leave the City's employment, voluntarily or through termination, with cause, within one (1) year after the completion of the course work for which I am to receive reimbursement, in accordance with the following schedule.

Below is the reimbursement schedule for the full months worked between the employee's completion of the course for which they are being reimbursed and completion and their last day of employment with the City-resignation dates and the percentage of the total reimbursement to be refunded to the City.

<u>Months Worked between Date the Course was Completed and the Final Day at Work</u>	<u>Percentage to be Refunded to the City (%)</u>
<u>1</u>	<u>100</u>
<u>2</u>	<u>100</u>
<u>3</u>	<u>90</u>
<u>4</u>	<u>80</u>
<u>5</u>	<u>70</u>
<u>6</u>	<u>60</u>
<u>7</u>	<u>50</u>
<u>8</u>	<u>40</u>
<u>9</u>	<u>30</u>
<u>10</u>	<u>20</u>
<u>11</u>	<u>10</u>
<u>12</u>	<u>0</u>

<u>1</u>	<u>100%</u>	<u>7</u>	<u>50%</u>
<u>2</u>	<u>100%</u>	<u>8</u>	<u>40%</u>
<u>3</u>	<u>90%</u>	<u>9</u>	<u>30%</u>
<u>4</u>	<u>80%</u>	<u>10</u>	<u>20</u>
<u>5</u>	<u>70%</u>	<u>11</u>	<u>10</u>
<u>6</u>	<u>60%</u>	<u>12</u>	<u>0%</u>

New hires to the City are ineligible ~~Probationary employees are not eligible~~ to participate in this program until they pass probation.

SECTION 157. Professional membershipsMemberships, conferencesConferences, meetingsMeetings, and workshopsWorkshops

–With the approval of the employee's department headDepartment -Head and/or the City Manager, the City will also ~~pays~~ the costs associated with ~~of~~ an employee's professional membership fees and conference, meeting and workshop attendance.

SECTION 168. Employee Assistance Program (“EAP”) -

~~The City Provides~~ provides employees and immediate family members' confidential assistance, referrals, and counseling ~~through the EAP to the employee and members of the immediate family.~~

The program is designed to provide professional assistance and support to help employees and their families resolve problems that affect or may affect their personal or professional lives ~~or job performance.~~

The City shall provide the basic level of EAP service to employees at the cost incurred by the City for participation in such program.~~cost.~~

Basic level ~~shall includes consist of three (3) session per member per incident per year.~~ (3) sessions per member/per incident/per year. ~~Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost (\$9.52/month).~~

SECTION 19. Annual Medical Examination ~~Employees are eligible for a fully paid comprehensive medical examination each year.~~

~~The City currently utilizes Westchester Medical Group/Center for Heart and Health for the examinations.~~

~~The results of the examination include extensive written documentation and feedback, fitness consultation, recommended further testing and/or adjustments to current lifestyle practices and ongoing monitoring.~~

~~Up to two (2) days of sick leave may be used each year for physical examinations.~~

SECTION 20179. Credit Union

~~Employees are eligible to join the South Bay Credit Union.~~

~~**SECTION 21. Computer Loan Program**—Effective upon adoption of this MOU by the City Council, the Computer Loan Program will be eliminated, and no new computer loans will be granted by the City.~~

~~However, for current employees with outstanding Computer Loans, the City and employee shall continue to recognize existing loan and repayment obligations under the same terms and conditions.~~

~~The following language is retained to reflect the prior understanding of the parties and for historical context: “Employees are eligible to receive an interest-free loan not to exceed \$4,000 for the purpose of purchasing personal computer hardware, software, ergonomically correct furniture and related equipment. Loans shall be repaid through payroll deductions over a three (3) year period. The City shall retain title, as security, to any equipment purchased through the program until the loan is fully paid off. After the fact financing shall be permitted upon the loan applicant receiving prior written approval from the Director of Finance. Outstanding loan balances must be paid off at the time an employee separates from the City. The Human Resources Department shall update Program guidelines periodically as necessitated by changes in technology or organizational requirements.”~~

ARTICLE 4 – LEAVES AND ABSENCES

SECTION 1. Vacation Accrual

~~—Employees covered by this MOU shall accrue umulate vacation leave at the following rates depending on their years of service to the City or another public agency as follows:~~

<u>Years of Service</u>	<u>Annual Accrual Rate</u>	<u>Accrual Per Pay Period</u>	<u>Maximum Permissible Accrual</u>
<u>0-5</u>	<u>108 hours</u>	<u>4.15 hours</u>	<u>216 hours</u>
<u>6-10</u>	<u>132 hours</u>	<u>5.08 hours</u>	<u>264 hours</u>
<u>11-15</u>	<u>156 hours</u>	<u>6.00 hours</u>	<u>312 hours</u>
<u>16+</u>	<u>188 hours</u>	<u>7.23 hours</u>	<u>376 hours</u>

~~From commencement of the 1st year of service through and including completion of the 5th year of service: 96 hours;~~

~~From commencement of the 6th year of service through and including completion of the 10th year of service: 120 hours;~~

~~From commencement of the 11th year of service through and including completion of the 15th year of service: 144 hours;~~

~~From commencement of the 16th year of service and for all years of service thereafter: 176 hours.~~

~~Current/non-probationary employees~~

~~Effective _____ 2019, employees who have passed their probationary period as of August 20, 2019, vacation accrual rates shall be determined by combining total years of City service and prior PERS service with another agency.~~

~~Probationary employees~~

~~Employees who are on probation, whether newly hired or promotional, shall have their vacation accrual rates determined by combining total years of City service and prior PERS service with another agency in the pay period following the employees passage of probation.~~

SECTION 2. Vacation Accrual Cap

Employees may accrue up to two (2) years of vacation leave at their current annual accrual rate.

Effective July 2, 2023, the City will impose a hardcap on vacation accrual such that such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee who has accrued, but unused, vacation in an amount that exceeds that amount will forfeit the amount of vacation in excess of the hardcap..

SECTION 23. Vacation Use

~~–Employees may use their accrued vacation leave after six (6) months of employment.~~

~~**SECTION 3. Vacation Accumulation** – Maximum accumulation of vacation leave allowed is the equivalent of two (2) years of service accrual.~~

SECTION 4. ~~Vacation Cash Out – Active Employees~~ Vacation Cash Out/Active Employees

~~A. —EQualification for Vacation Cash Out: An employees who haves completed one (1) year of service qualifies for vacation cash out.~~

~~B. Cashout Process in 2023: In calendar year 2023, a qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1, While employees may elect to exercise this option not more than twice in calendar year 2023, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.~~

~~C. may receive cash payment in lieu of accrued vacation leave up to a maximum of 100% the annual accrual to which they are entitled by length of service. Effective beginning of the first pay period in March 2018, leave payouts shall be paid at the employee's base salary hourly rate of pay. Election Process: A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1.~~

~~Employees may exercise this option twice per calendar year.~~

On or before December 15, 2023 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The employee shall provide the following information as part of their election: (1) The total number of hours of annual-vacation leave that the employee will accrue between January 1 and June 30 in the following calendar year based on their annual accrual rate based on their years of service; and (2) The total amount of accrued vacation leave hours that the employee wants to cash out in July of the following calendar year (The cash-out amount must be equal to or less than the amount accrued between January 1 and June 30); (3) The total number of hours of vacation leave that the employee will accrue between July 1 and December 31 in the following calendar year based on their annual accrual rate based on their years of service; and (4) The total amount of accrued vacation leave that the employee wants to cash out in December of the following calendar year (The cumulative cash-out amount must be equal to or less than the total amount accrued between January 1 and December 30).

D. The City shall administer the cash out twice annually, starting in December 2023 and every December thereafter. The City shall make the cash outs in the first full pay period in July and December.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

E. Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has available for their use.

SECTION 5. Vacation Cash Out Upon Separation

~~**Vacation Cash Out Upon Separation**—Employees shall receive payment for one hundred percent (100%) of their accrued unutilized-vacation leave upon service retirement, disability retirement, death, resignation, or terminationseparation or death.~~

~~Effective on the beginning of the first pay period in March 2018, v~~vacation leave cash outs payouts shall be paid at the employee's base salary hourly rate.

SECTION 6. Sick Leave Accrual

~~**Sick Leave**—Employees accrue sick leave at a rate of eight (8) hours per month.~~

SECTION 7. Sick Leave Cap

For employees hired after the effective-date the City Council adopts of the MOU, the City will limit the accrual of sick leave to six hundred (600) hours.

For employees hired on or before the date that the City Council adopts effective-date of the

~~MOU, the City will allow the accrual of sick leave in excess of six hundred (600) hours subject to a mandatory cash out as described below.~~

~~The maximum carryover of sick leave from November 30 to December 1 of each year is six hundred (600) hours.~~

SECTION 8. Sick Leave Cashout

~~For employees hired on or before the effective date on which the City Council adopts of the MOU, the City will cash out any accrued sick leave in excess of six hundred (600) hours on The maximum carryover of sick leave from November 30 to December 1 of each year. The City will provide the cash out by direct deposit. is six hundred (600) hours.~~

Upon separation or death, the City shall cashout sick leave by employees as follows:

1. The City shall not provide any employee, regardless of the date of their hire by the City, cashout of accrued sick leave in the event that the City terminates such employee for cause.
2. Notwithstanding the above, for an employee who has been been employed by the City for at least five (5) years and separates from City employment, the City shall provide the employee a cashout at an amount equal to one-half (1/2) the value of such sick leave (i.e., one-half (1/2) the employee's base salary hourly rate of pay for each hour of sick leave).
3. For an employee hired on or before the date that the City Council adopts the MOU the effective date of this MOU who separates as a result of a service retirement, disability retirement or death, the City shall provide a cashout at an amount equal to the full the value of such sick leave (i.e., the employee's base salary hourly rate of pay for each hour of sick leave).
4. For an employee hired after the date the City Council adopts the MOU the effective date of this MOU who have been employed by the City for at least five (5) years and separates as a result of a service retirement, disability retirement or death, the City shall provide a cash out at an amount equal to one-half (1/2) the value of such sick leave at the time of retirement or death.

~~Employees who, on July 1, 1998, had an accumulated sick leave balance higher than six hundred (600) hours will have a maximum carryover equal to their accumulated sick leave balance on that date. No such maximum carryover can be greater than one thousand fifty-six (1056) hours. Should an employee's personal sick leave accrual limit drop below six hundred (600) hours, their future maximum carryover shall not be allowed to exceed six hundred (600) hours.~~

~~City provides a one hundred percent (100%) payoff each December 10th of any accumulated sick leave hours above the maximum carryover.~~

~~Employees who, on July 1, 1998, had an accumulated sick leave balance higher than six hundred (600) hours will have a maximum carryover equal to their accumulated sick leave balance on that date. No such maximum carryover can be greater than one thousand fifty-six (1056) hours. Should an employee's personal sick leave accrual limit drop below six hundred (600) hours, their future maximum carryover shall not be allowed to exceed six hundred (600) hours.~~

~~Employees, with at least five (5) full years of service with the City, receive payment for one hundred percent (100%) of their accumulated sick leave upon service retirement, disability retirement, or death. Effective beginning of the first pay period in March 2018, leave payouts shall be paid at the employee's base salary hourly rate of pay.~~

SECTION 79. — Sick Leave to Provide Care for Family Members Usage for Family Care

~~Employees Affected employees~~ are eligible to utilize a maximum of half their annual sick leave accrual, or forty-eight (48) hours, of sick leave per calendar year in order to provide hat care may be provided to a "immediate family member"s of the employee suffering from illness or injury.

~~For this purpose, t~~The term "immediate family member" means a shall exclusively include the cchildren, parents, spouse, registered domestic partner, siblings, the grandparents, grandchild or sibling, or any other "family member" recognized by Labor Code section 245.5. The term parent shall also include the parent of the employee's spouse or registered domestic partner. of the employee, the employee's spouse or significant other. "Immediate family member" shall also include mother-in-law and father-in-law.

~~For this purpose, the term "family member" also means one (1) "designated person" that the employee has identified who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.~~

~~The City shall require each affected employee utilizing sick leave for said purpose to provide in writing a statement evidencing the facts justifying the use of sick leave in this regard.~~

SECTION 108. Holidays -

~~The City recognizes the following Employees shall receive the following holidays for City employes:~~

- ~~1. _____~~ January 1st
- ~~1. _____~~
- ~~2. _____~~ The third (3rd) Monday in January (Martin Luther King Jr. Day)
- ~~2. _____~~
- ~~3. _____~~ The third (3rd) Monday in February (President's Day)
- ~~3. _____~~
- ~~4. _____~~ The last Monday in May (Memorial Day)
- ~~4. _____~~
- ~~5. _____~~ July 4th
- ~~5. _____~~
- ~~6. _____~~ The first (1st) Monday in September (Labor Day)
- ~~6. _____~~
- ~~7. _____~~ November 11th (Veteran's Day)
- ~~7. _____~~
- ~~8. _____~~ Thanksgiving Day
- ~~8. _____~~
- ~~9. _____~~ The Friday after Thanksgiving Day

- ~~9.~~
- ~~10.~~ December 24th
- ~~10.~~
- ~~11.~~ December 25th
- ~~11.~~
12. December 31st

Holidays will be paid based on the employee's assigned daily work schedule. For example, employees assigned to a 5/40 schedule will receive eight (8) hours of pay for holidays. ~~4/10 schedule will have holidays paid in ten (10) hour increments.~~ Employees assigned to a 9/80 schedule will receive have holidays paid in nine (9) hours of pay increments, unless the holiday falls on their assigned eight-hour scheduled work day in which case they will be paid eight (8) hours ~~of holiday pay.~~ Employees on other schedules will be compensated accordingly. Employees assigned to a 4/10 schedule will receive 10 hours of pay for holidays.

SECTION 11. Holidays Falling on Saturdays and Sundays

In the event any of the above referenced holidays fall on a Saturday, the holiday shall be observed on the preceding Friday and City Hall shall be closed. In the event any of the above holidays fall on a Sunday, the holiday shall be observed the following Monday and City Hall shall be closed.

SECTION 12. Holidays Falling on an Employee Workday or Regularly Scheduled Day Off

In the event that a holiday (as described in Article 4, Sections 8 or 9) falls on an employee's workday, the City shall provide the employee Holiday Pay.

In the event that a holiday (as described in Article 4, Sections 8 or 9) falls on an employee's regularly scheduled day off, the City shall provide the employee a Floating Holiday Day for use at a later date.

Floating Holidays will be credited to the employee's leave bank in the pay period in which the holiday falls.

SECTION 143. Personal Floating Leave DayHolidays

A. ~~In addition to the holidays enumerated above, e~~Each employee shall receive one (1) day ~~(10 hours for 4/10 scheduled employees; (9 hours for 9/80 scheduled employees)-~~ per calendar year as a Personal Leave/~~Floating Holiday.~~

For this purpose, employees who are assigned to a 5/40 schedule shall receive eight (8) hours, employees who are assigned to a 9/80 schedule shall receive a nine (9) hours, and employees who are assigned to a 4/10 schedule shall receive 10 hours. ~~and employees who are assigned to a 5/40 schedule shall receive eight (8) hours.~~ Employees on other schedules will be compensated accordingly.

B. In the first full pay period following the adoption of this MOU by the City Council, the City shall provide employees an additional one (1) day of Personal Leave. The City shall provide employees a second (2nd) day of Personal Leave each year, as described below, unless and until such time as the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday. In the

event that the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday, the City will rescind the provision of a second (2nd) day of Personal Leave for the following calendar year.

~~A.—The City will credit employees with the Personal Leave/Floating Holiday shall be credited to the employee every January. Newly hired bargaining unit members hired after the first of the year will shall also receive the Personal Leave, this personal leave day which the employee may be used six (6) months after the employee's initial appointment date.~~

~~C. —~~

~~B. —~~

~~**SECTION 9. Holidays Falling on Sunday** — In the event any of the above holidays fall on a Sunday, it will be observed on the following Monday and City Hall will be closed.~~

~~**SECTION 10. Holidays Falling on Friday or Saturday** — In the event any of the above holidays fall on a Friday or Saturday (or an employee's otherwise regularly scheduled day off), the employee will receive a floating holiday consisting of a number of hours based on the employee's assigned daily work schedule. For example, employees assigned to a 4/10 schedule will receive a floating holiday of ten (10) hours. Employees assigned to a 9/80 schedule will receive a floating holiday of nine (9) hours.~~

~~**SECTION 14. Limited Carryover of Floating Holidays and Personal Leave**~~

~~**SECTION 11. Floating Holidays** — Floating Holidays will be credited to the employee's leave bank the pay period in which the holiday falls. Floating Holiday Floating Holiday and Personal Leave hours may not be carried over from one to the following calendar year to the next, except that. However, Floating Holiday hours credited to an employee in in either November or December may be carried over to the next calendar year, but must be used by October 31st of the following year.~~

~~**SECTION 125. Floating Holiday and Personal Leave Cash Out Upon Separation**~~

~~—Employees shall receive payment for one hundred percent (100%) of their accumulated Personal Leave/Floating Holidays and Personal Leave leave upon separation or service retirement, disability retirement, death, resignation, or termination.~~

~~Effective beginning of the first pay period in March 2018, leaveSuch payouts shall be paid at the employee's base salary hourly rate of pay.~~

~~**SECTION 163. Bereavement Leave**~~

~~-In the event of the death of an employee's "family member", as defined in Article 4, Section 7, but excluding the "designated person," the City shall provide the employee three (3) days paid bereavement leave and two (2) days of unpaid leave to be used with three (3) months of the date of the death of the "family member."~~

~~Employees may elect to use other forms of paid leave that they have accumulated in order to provide for their compensation while using the two (2) days of unpaid leave.~~

~~For employees who need to travel 500 or more miles from the City in order to attend services for~~

the employee's family member, the City shall also provide two (2) additional days of paid bereavement leave in lieu of the two (2) days of unpaid leave.

~~The present practice of granting three (3) working days of bereavement leave per incident shall be increased up to five (5) working days commensurate with the employees normally assigned work schedule per incident in those circumstances where travel to a funeral or other memorial proceeding is 500 or more miles one-way as measured from the El Segundo City Hall. Additionally, the definition of the immediate family whose funeral or memorial proceeding qualifies for use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.~~

SECTION 174. Catastrophic Leave ~~Donation Program~~

Catastrophic leave means leave for employees who are unable to work as the result of a serious injuries or illnesses and who have exhausted all of their paid leave.

The City shall administer catastrophic leave pursuant to the City of El Segundo Catastrophic Leave Bank Policy negotiated by the City and Association and revised in 2009. During the term of this Agreement, should the City adopt a Catastrophic Leave Bank Policy following a meet and confer with the Association, the City shall administer catastrophic leave consistent with that policy.

~~Pursuant to the meet and confer process for 1997-98, it was agreed upon that effective July 1, 1997, or as soon thereafter as is possible, the City shall establish a Catastrophic Leave Bank for represented employees as follows:~~

PURPOSE

~~To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent, part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.~~

DEFINITION

~~A catastrophic illness or injury is a chronic or long-term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.~~

PROCEDURES

- ~~1. There is established a joint employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.~~

~~Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.~~

~~Sick leave, vacation and compensatory time leave donations will be made in increments of no~~

~~less than one day. These will be hour for hour donations.~~

~~Employees must hold a minimum of one hundred (100) hours of accumulated illness/injury leave after a donation has been made.~~

~~2. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.~~

SECTION 185. Jury Duty Leave -

~~A. The City will provide an eEmployee who is required to report for jury dutys or serve on a jury shall be entitled to a leave of absence covering such service. for jury duty subject to compliance with all of the following conditions:~~

~~A.~~

~~B.~~

~~C. Employee Notice: A Prior to reporting for jury duty, the employee must provide written notice of the expected jury duty to their his or her supervisor as soon as possible, but in no case later than fourteen (14) 14 calendar days before the beginning of the jury duty.~~

~~B.~~

~~D.~~

~~C. Documentation of Jury Duty: The employee must provide documentation of their his or her daily attendance on jury duty.~~

~~D. Paid Leave: During the first two (2) weeks of jury duty, an employee shall be entitled to receive their his or her regular compensation.~~

~~E. Unpaid Leave:~~

~~F.~~

~~G.E. For any portion of jury duty that extends beyond the first two (2) weeks, such extended jury duty period shall be without regular pay, unless the employee elects to use paid leave accruals for such time.~~

~~B. Any compensation for the first two weeks of jury duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.~~

~~F. Reporting to Work: While on jury duty, in the event that the employee is relieved of jury obligations for three (3) or more consecutive hours, the employee must report to work during any portion of a day that the employee is relieved of jury duty for three or more consecutive hours.~~

~~H. Employees relieved of jury duty duty for three (3) or more consecutive hours may elect to use accrued paid leave accruals to take such time off from work the rest of the day off, provided the employee has requested and received their supervisor's~~

~~approval to do so. y have secured prior supervisory approval.~~

~~The employee must provide documentation of his or her daily attendance on jury duty.~~

- ~~1. However, notwithstanding Section C above, employees may access accrued vacation leave, sick leave and compensatory time, if jury duty extends beyond two weeks.~~

ARTICLE 5 – EMPLOYER-EMPLOYEE RELATIONS

EMPLOYEE ORGANIZATION REPRESENTATIVES/ACTIVITIES

SECTION 1. –Designation of Board Members and Release Time -

~~-The Association may designate up to three (3) board members to serve as union representatives in personnel matters.~~

~~Upon timely request and for suitable reasons, the Human Resources Director, or their designee, shall authorize release of a designated board member from normal duties to attend to or assist in personnel matters involving Association members, unless such individual is needed in order to perform urgent or emergent work for the City. In the event that the individual is unavailable to attend to or assist in the personnel matter, another designated board member will be released for this purpose.~~

~~The City shall not withhold authorization of release time for this purpose.~~

~~In total, the City will provide the Association up to one-hundred and fifty (150) hours of paid release time per year to attend to or assist in personnel matters involving Union members. Such time shall not include release time for the purpose of engaging in meet and confer with the City. In the event that the Association exhausts the one-hundred and fifty (150) hours of paid release time to attend to or assist in personnel matters, the City and the Association shall meet to discuss the City's provision to designated board members of a reasonable amount of additional time to attend to such matter.~~

~~Designated board members shall report the time used to attend to personnel matters businessduring their regular working hours on their timecards.~~

SECTION 2. Designation of Regular Bargaining Team Members, Subject Matter Experts, Non-City Representatioes and Release Time

~~The Association may designate up to five (5) bargaining unit members to serve as regular bargaining team members during the meet and confer process for successor MOU negotiations and other matters related to decision and effects bargaining.~~

~~The Association may request that the City recognize additional bargaining unit members to participate in bargaining in order to address subjects with which such employees have subject matter expertise. The City shall not unreasonably deny the participation of such individuals in~~

bargaining. The City may limit the participation of such individuals to the negotiation of subjects with which such individuals possess subject matter expertise.

The Association may designate a reasonable number of non-City employees to serve as representatives of the Association and to participate in bargaining. The participation of such individuals will not count against the five (5) bargaining team members that the Association may designate.

Upon timely request and for suitable reasons, the Human Resources Director, or their designee, will authorize release of regular bargaining team members and subject matter experts from their normal duties to prepare for or participate in bargaining with the City.

The City shall not withhold authorization of release time for this purpose.

During the meet and confer process, the City shall provide the regular bargaining team members sufficient release time to prepare for and participate in negotiations with the City.

The City shall provide each bargaining unit member two (2) hours of paid release time to participate in the vote to ratify a tentative agreement for the successor MOU to this Agreement. The City will not provide other release time to non-bargaining team members for purposes of engaging in matters related to bargaining, except as described in this section.

SECTION 3. No-Strike

The Association agrees that during the term of this MOU City employees represented by the Association -will not strike, or engage in any work stoppage or slow down, engage in a concerted failure to report for duty, or fail to perform their duties in whole or in part for the purposes of inducing, influencing or coercing a change in conditions, or compensation, or the rights privileges or obligations of employment.

The Association also agrees that their members employed by the City will not refuse to cross a picket line in the performance of their normal and customary duties nor attempt to influence, either directly, or indirectly, the employees to honor an existing picket line in the performance of their normal and customary duties as employees.

MANAGEMENT RIGHTS

SECTION 42. _____Management Rights

-Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.

The management and direction of the work force of the City is vested exclusively in the City and

nothing in this MOU is intended to circumscribe or modify the existing rights of the City to engage in the following conduct:

1. Direct the work of its employees;
2. Hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City;
3. Discipline employees for proper cause;
4. Maintain the efficiency of governmental operations;
5. Relieve employees from duties because of lack of work;
6. Take action as may be necessary to carry out the City's mission and services in emergencies; and
7. Determine the methods, means and personnel by which the operations are to be carried out and require overtime work by City employees.

LAYOFFS

SECTION 41. — Grounds for Layoff

—Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, an employee may be laid off, reduced in classification or displaced by another employee.

Such layoff, reduction or displacement shall result from action of the City Manager or ~~his~~ their designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal.

The City Manager shall recommend to the City Council each classification to be affected by any such change.

SECTION 52. — Notice to Employees

The City shall notify the Union Association thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact.

—An employee filling a full-time position shall be given fourteen (14) Calendar day's prior notice of lay off.

Employees transferred, reduced or displaced shall be given five (5) calendar days' notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

~~**SECTION 3. At-Will Employees — The City Manager retains the right to layoff or alter the**~~

~~work assignment of the following employees at any time without notice or right of appeal: emergency employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated as at-will. The promotional probationary employee shall revert to his/her/their previously held classification and position without loss of seniority.~~

SECTION 64. — Procedures for Layoff for Lay-off

~~—A p~~Permanent employees, including employees who are in a probationary status as a result of a promotion, ~~employee in a~~ classifications ~~effected~~ affected by a reduction in force shall be laid off based on seniority in City service; that is the employee with ~~the~~ the least City service shall be laid off first, followed by the employee with the second least City service, etc.

Seniority shall be determined by hire date.

SECTION 75. Tie -Breaking Ties

~~—~~Provided that ~~the~~ seniority, ~~and~~ hiring dates of two (2) employees are the same ~~is equal~~, retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice.

Retention points are as follows:

1. ~~1.~~ "Unsatisfactory" rating = 0 retention points
2. "Below Standard~~Improvement needed~~" rating = 6 retention points
3. "SatisfactoryStandard" rating = 12 retention points
4. "Exceeds expectationsAbove Standard" rating = 18 retention points
5. "Outstanding" rating = 24 retention points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

SECTION 86. — Reduction to a Vacant Position

~~—~~An employee designated for layoff as a result of ~~the elimination~~ ~~abolition~~ of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education ~~and~~ or experience for such position.

If there is more than one qualified employee eligible to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest ~~most~~ seniority offered the position first, then the next highest ~~most~~, etc.

~~If~~ the employees have the same seniority, then the procedure for breaking ties set forth above shall apply.

~~An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than to the salary step of his/her/their previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.~~

SECTION 997. - Displacement Rights

~~An employee designated for layoff as a result of elimination ~~abolition~~ of a position ~~position~~ or classification may displace (i.e., bump) an employee in a lower classification, ~~if~~ ~~if~~ the employee previously held permanent status in ~~such~~ classification.~~

An employee who is bumped shall be laid off in the same manner as an employee whose position or classification is ~~eliminated~~ ~~abolished~~.

SECTION 10408. - Salary Placement

~~An employee who accepts appointment ~~is assigned~~ to a lower classification as a result of a displacement (i.e., bumping) shall be placed on the step for the lower classification with the salary that most closely corresponds to, but in no case is higher than, the salary step of their previously held position. ~~receive the compensation reflected by the step of the salary range of the new classification closest to the compensation of the employee in the previous classification,~~~~

~~The employee accepting such appointment shall receive a new salary anniversary date on the effective date of the appointment.~~

~~and the employee will also be assigned a new salary anniversary date on the effective date of the appointment.~~

~~An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her/their previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.~~ The employee shall, however, retain seniority while his/her/their name remains on a reemployment list or lists, as set forth in subsection 911.

SECTION 1149. - Reemployment List

~~The names of permanent employees who have been laid off under this section (including employees who bumped down to a lower classification) shall be placed, in order of seniority from highest ~~most~~ to least ~~west~~, on a reemployment list for their prior classification or any lower classification for which the employee is ~~is~~ qualified by education ~~and~~ or experience.~~

Persons on such lists shall retain eligibility for appointment to such classification(s) ~~there from~~ for a period for three (3) years from the date their names were placed on the list.

As a vacancy within such a classification ~~or a lower related classification~~ becomes available, the name appearing at the top for the reemployment list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refuses the re-employment offer without good cause shall be permanently removed from the re-employment list without right of appeal.

Laid-off employees do not earn seniority credit or benefits while on the re-employment list.

SECTION 1220. Rights upon Reemployment

~~-If a person is reemployed by the City within three (3) years of their layoff, the employee's accumulated sick leave allowance, seniority and vacation accrual shall be maintained or reinstated to the extent that it has not been paid out, as the case may be.~~

~~Reemployed Employees-employees should shall be placed on the same salary step previously held upon reemployment, unless the individual is reemployed in a lower related classification in which case the employee shall be placed on the step for the lower classification with the salary that most closely corresponds to, but in no case is higher than, the salary step of their previously held position.~~

SECTION 1334. Seniority

~~-For the purpose of this section, Memorandum of Understanding, seniority shall be defined as a bargaining unit member's total, continuous employment in a position in the City's classified service.~~

~~To the extent that there is a tie in seniority as defined above, the City shall credit Seniority shall be determined by hire date, regardless of whether the employees with time served in an started work as an hourly or part-time employee capacity based on overall number of hours served.~~

Total, continuous employment is that which is uninterrupted by separation and includes the following: (1) actual time worked; ~~(-2)~~ authorized leave of absence, both paid and unpaid; ~~(-3)~~ family leave, military leave; and ~~(4)5~~ industrial injury or illness leave. For purposes of this section, a leave of absence without pay is limited to a maximum of ninety (90) continuous days.

DISCIPLINE

SECTION 1424. Employee Appeals from Disciplinary Actions

- A. Any permanent employee in the ~~c~~Classified ~~S~~service who has been suspended, for a period of six (6) days or more, demoted, dismissed, or reduced in pay shall have a period of ten (10) days following written notification in which to file an appeal or answer the charges.
- B. The employee shall forthwith be given ~~in~~ said written notification a statement of the extent and nature of any disciplinary action and a full explanation of the reasons for the action including specific information as to time and place of incidents.
- C. Each disciplinary action shall automatically be given administrative review by the City Manager, immediately after the written notification, and the City Manager may countermand the disciplinary action or modify the discipline imposed prior to any

hearing ~~as hereinafter provided~~.

- D. Appeals and requests for hearings shall be filed with the City Manager, and then immediately referred to the Los Angeles County Civil Service Commission or City Council, as the case may be.
- E. The Commission shall have the right to refuse to hold a hearing in any case in which the appellant fails to present sufficient grounds to warrant a hearing.
- F. Procedures for all hearings to be conducted by the Count shall be in accordance with the Rules of the Los Angeles County Civil Service Commission.
- G. Alternatively, employees may appeal discipline to binding arbitration pursuant to Article ~~XXI~~16, Section 7.

GRIEVANCE PROCEDURE

SECTION 1553. Grievances: Definition of Terms

- A. Grievance - A grievance is a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of a memorandum of understanding. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written departmental or agency rule and/or policy or a specific provision of a memorandum of understanding.
- B. Grievant - A grievant is an employee or group of employees adversely affected by an act or omission of the agency.
- C. Day - A day is a calendar day.
- D. Immediate Supervisor - The first level supervisor of the ~~grievant~~Grievant.

SECTION 16. Matters Excluded from the Grievance Procedure

The grievance procedure is not intended to address the following types of issues:

1. Resolve complaints, requests or changes in wages, hours or working conditions;
2. Challenge the content of employee evaluations or performance reviews;
3. Challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase; or
4. Reduction in pay, demotion, suspensions or a termination, but is subject to the formal appeal process as outlined in Ordinance 586.

SECTION 1764. Grievance Time Limits

- A. ~~A. — Compliance — and — Flexibility — — With — the — written — consent — of — both — parties, — the time limitation for any step may be extended or shortened.~~
- B. Calculation of Time Limits - Time limits for appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.
- C. Failure to Meet Timeliness – Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the ~~grievant~~ Grievant or ~~grievant~~ in accordance with the time limits, the decision last made by the City shall be deemed final.

SECTION 1875. ~~— Grievance Procedure~~

Grievances will be processed following the procedures set forth below.

- A. Level I - Within ten (10) days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days of the employee notifying the supervisor of the issue.
- B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) calendar days to file a formal written grievance after the employee's immediate supervisor is unable to resolve the grievance through the discussion process. Under no circumstances may a grievance be filed more than twenty-five (25) days from the date the employee knew or should have known of the incident giving rise to the grievance.

Procedure for Filing a Grievance:—

In filing a grievance, the employee should set forth the following information:

1. The specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
 2. The ~~specific act or omission which gave rise to the alleged violation,~~ misinterpretation or misapplication.
 3. The date or dates on which the violation, misinterpretation or misapplication occurred.
 4. What documents, witnesses or other evidence supports the grievant's position.
 5. The remedy requested.
- C. Level III - If the grievance is not resolved by the immediate supervisor the grievant may present the grievance in writing to the ~~department head~~ Department Head within five (5) days. The ~~department head~~ Department Head will respond in writing within ten (10) days.

D. Level IV – See Article ~~XXI~~ 56, Section 207, below. — binding arbitration.

SECTION 186. Matters Excluded from the Grievance Procedure

1. ~~The grievance procedure is not intended to be used for the purpose of resolving complaints, requests or changes in wages, hours or working conditions.~~
2.
3. ~~The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews.~~
4.
5. ~~The procedure is not intended to be used to challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.~~
6.
7. ~~The procedure is not intended to be used in cases of reduction in pay, demotion, suspensions or a termination, but is subject to the formal appeal process as outlined in Ordinance 586.~~

SECTION 197. Grievance Conferences

~~–Grievants and City representatives, upon request, shall have the right to a conference at any level of the grievance procedure.~~

SECTION 20: Binding Arbitration

A. Civil Claims

~~Both the City and individual employees covered by this MOU agree that the claims described in this Article shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (“FAA”), in conformity with the procedures of the California Arbitration Act (“CAA”) (Cal. Code Civ. Proc. Sec 1280 *et seq.*, including section 1283.05 and all of the CAA’s other mandatory and permissive rights to discovery). Nothing in this MOU shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.~~

~~The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act (“FEHA”), Title VII of the Civil Rights Act of 1964 (“Title VII”), the Age Discrimination in Employment Act (“ADEA”), the Americans with Disabilities Act (“ADA”), and the Family and Medical Leave Act (“FMLA”), and claims for discrimination~~

and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis, unless applicable law precludes binding arbitration. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article XXI is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

1. Notwithstanding the provisions of this Article, employees covered by this MOU may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission ("EEOC"), California-Civil Rights Department ("CRD") Department of Fair Employment and Housing ("DFEH"), California Department of Labor Standards Enforcement ("DLSE"), U.S. Department of Labor ("DOL") and any similar state or federal agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.

2. To the fullest extent permitted by law, employees covered by this MOU agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.

3. The City shall bear the costs of any arbitration conducted pursuant to this Article, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, and the employee.

45. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this MOU are entitled to disciplinary appeal procedures under the City's Personnel Merit System Administrative Code. Under Administrative Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions

for a period of six (6) days or longer. In the alternative, the Parties agree that an employee covered by this MOU may opt to have these disciplinary actions be submitted to binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article, shall be for a court of law and not an arbitrator to decide.
4. Under this Section B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.

At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under the Grievance Procedure, Article 5, Section 16, of this MOU shall be subject to final and binding arbitration. -The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level III.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service ("SMCS"). If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this subsection shall be for a court of law and not an arbitrator to decide.
4. The Arbitrator's authority will be limited to interpreting the provisions of the MOU and the Arbitrator has no authority to add to, subtract from, or modify the MOU in any way. The

Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.

D. This Article is entered into under the CAA and the MMBA, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

ARTICLE 6 – OTHER PROVISIONS

SECTION 1. Drug-Free Workplace Statement and Substance Abuse Policy, Smoking Policy, and Break Policy

EmployeesThe City and Association will meet and confer on shall comply with the City's revisions to the City's ed drug-free workplace statement and substance abuse policy, non-smoking and break policies. Following the meet and confer, the employees will comply with the requirements set forth under that statement and those policies.

ARTICLE 6 – OTHER PROVISIONS

~~**SECTION 1. Drug-Free Workplace Statement and Substance Abuse Policy, Smoking Policy, and Break Policy** - The parties have met and conferred in good faith regarding the adoption of a revised drug-free workplace statement and substance abuse policy dated July 1, 2008, as well as a non-smoking policy and break policy and the same shall be implemented concurrent with adoption of this MOU.~~

SECTION 2. Personnel File Personnel File

–The official personnel file of each employee shall be maintained in the Human Resources Department.

A unit member ~~and~~/or Association representative authorized by the member, in writing, may review or obtain copies of material from the employee's file with the exception of material that includes ratings, reports or records which are obtained prior to the employment of the employee involved.

SECTION 3. Personnel File: Derogatory Material Personnel File: Derogatory Material

The City shall provide an employee a copy of any derogatory material that the City intends to place in the employee's personnel file that the City may use for disciplinary purposes.

The City will request that the employee acknowledge receipt of such derogatory material prior to it being placed in the employee's personnel file. In the event that the employee refuses to acknowledge receipt, the City shall indicate that the employee refused to acknowledge such receipt.

Employees shall have the right to provide a written statement rebutting any such derogatory material. In the event that an employee provides such rebuttal, the City shall attach the employee's written statement to the derogatory material and place both documents in the employee's personnel file. — Employees shall be provided any copies of derogatory material placed in their official file. Employees will be requested to acknowledge they received any derogatory material prior to it being placed in their personnel file.

SECTION 4. Personnel File: Positive Material Personnel File: Positive Material -

-All customer or citizen letters of a positive nature and/or any City commendations, letters of achievements and recognition will be placed in the employee's personnel file.

SECTION 5. New Employees Hire Notification -

The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of their employment.

A. Employee Information

Within 30 days of the date of hire or promotion or by the first pay period of month following hire or promotion, the City shall provide to designated Association board members the following information regarding newly hired or promoted employees: (1) their name; (2) hire date; (3) job title; (4) department; (5) work location(s); (6) work telephone number; (7) home telephone number; (8) personal cellular phone number; (9) personal email address; (10) home address.

The City shall provide a list of such information for all employees in the bargaining unit at least once every 120 days.

The City shall provide this information regardless of whether the newly hired or promoted employee was previously employed by the City.

B. Requests to Refrain from the Disclosure of Employee Information

An employee may request that the City refrain from disclosing the employee's home telephone number, personal cellular telephone number and home address.

-The City shall notify the Association of all new hires in positions in this bargaining unit (see Appendix A) within 10 working days.

C. Orientation

Within 30 days of an employee's start date with the City or in the bargaining unit or as soon as practicable thereafter, the City will conduct a new employee orientation, either in person or virtually, for newly hired, promoted or demoted employees.

The City shall provide the Association written notice of new employee orientations at least 10 business days prior to the orientation, unless there is an urgent need critical to City's operations that was not reasonably foreseeable that created the need for shorter notice.

In the event that the City provides an in-person new employee orientation within 30 days of the start date of the new employee(s), Association representatives shall be permitted to make a presentation of up to 30 minutes, and present written materials written materials to new employees who attend.

In the event that the City does not provide an in-person new employee orientation within 30 days of the start date of the employee(s), the City shall work with the Union to schedule a time for the Association to make an in-person on-site presentation to the new employees. The City shall provide the Association an appropriate on-site meeting space within seven (7) days of receiving a request from the Association for such meeting space for this purpose.

At such on-site meetings, Association representatives shall be permitted to make a presentation of up to 30 minutes, and present written materials written materials to new employees who attend.

During the scheduled on-site meeting, the City will relieve the new employee(s) of their job duties, unless doing so would adversely affect the City's operations. In the event that the City determines that an employee cannot be released because their release would adversely affect City operations, the City will inform the employee of the next scheduled Union presentation or meeting with new employees, so that the employee shall have the opportunity to attend that presentation or meeting.

For employees who are not on duty during the scheduled on-site meeting, the City will compensate the employee as if they were on duty if they attend the meeting.

New employees shall have the opportunity to attend the Union presentation or meeting, whether provided as part of the City's new employee orientation or otherwise. The City will not require that new employees attend the Association presentation or meeting, if they elect not to attend.

SECTION 6.: Association Dues Deductions -

~~Upon notification by the Association, t~~The City shall deduct Association dues on a regular payroll basis from the pay of employees represented by the Association members.

~~as required by law.~~Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose.

The membership forms shall be retained by the Association. Th City shall rely on a certification from the Association for the authorization, modification, or cancellation of any dues deductions. The City shall remit such funds to the Association within 30 days following

their deduction.

The City shall rely on a certification from the Association requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Association shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct all employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, Association Bylaws and this Agreement.

The City shall not deter or discourage employees or applicants for employment from becoming or remaining members of the Association, or from authorizing representation by the Associationsm or from authorizing dues or fee deductions to the Association.

~~Amounts to be deducted shall be certified to the City by the appropriate Association official.~~

~~Any collected authorized payroll deductions shall be transmitted to the appropriate designated party.~~

~~The Association agrees to defend, indemnify and hold harmless the City from any claim, suit or liability of any nature arising from the operation of this provision, including, but not limited to: (1a) a challenge to the validity of this Section; or (b2) any Any action of the Association taken pursuant to, or in violation of, this Section.~~

~~The Cityity will give the Association prompt written notice of any claim, suit or liability which it contends is subject to this provision.~~

~~It is also agreed that nNeither any employees nor the Association shall have any claim for error against the City for any erroneous deductions made or not made, as the case may be.~~

SECTION 7: Binding Arbitration

A. Civil Claims:

~~Both the City and individual employees covered by this Memorandum of Understanding agree that the claims described in this Article shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act ("CAA") (Cal. Code Civ. Proc. Sec 1280 et. seq, including section 1283.05 and all of the CAA's other mandatory and permissive rights to discovery). Nothing in this Memorandum of Understanding shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.~~

~~1. — The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article XXI is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.~~

~~2. — Notwithstanding the provisions of this Article, employees covered by this Memorandum of Understanding may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, California Department of Labor Standards Enforcement, U.S. Department of Labor and any similar state or federal agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.~~

~~3. — To the fullest extent permitted by law, employees covered by this Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.~~

~~1. —~~
~~. — The City shall bear the costs of any arbitration conducted pursuant to this Article, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, and the employee.~~

~~5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.~~

~~B. Appeal of Discipline~~

~~The Parties understand that employees covered by this Memorandum of Understanding are entitled to disciplinary appeal procedures under the City's Personnel Merit System Administrative Code. Under Administrative Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period of six (6) days or longer. The Parties agree that an employee covered by this Memorandum of Understanding may opt to have these disciplinary actions be submitted to binding and final arbitration.~~

~~1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.~~

~~2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.~~

~~3. Any dispute over the validity, effect, or enforceability of the provisions of this Article, shall be for a court of law and not an arbitrator to decide.~~

~~4. Under this Section B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.~~

~~5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.~~

~~C. Contract Interpretation Disputes~~

~~The Parties agree that any grievance filed under the Grievance Procedure, Article XIV, of this Memorandum of Understanding shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level III.~~

- ~~1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.~~
- ~~2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.~~
- ~~3. Any dispute over the validity, effect, or enforceability of the provisions of this Article C, shall be for a court of law and not an arbitrator to decide.~~
- ~~4. The Arbitrator's authority will be limited to interpreting the provisions of the Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.~~
- ~~5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.~~

~~D. This Article XXI is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.~~

SECTION 78. Reopener

A. Parties agree to reopener regarding the following subjects:

1. Upon completion of an FLSA audit, the Parties will reopen Article 2, Sections 18-20. In the event that the Parties reopen Article 2, Sections 18-20, the Parties shall also reopen provisions of this Agreement related to leave and compensation for employees who are determined to be exempt from the FLSA.
2. Any amendments to the Personnel Merit System, or modification of Municipal Code that covers Personnel Merit System.
3. Parties agree to reopener regarding Changes to the employee evaluation process, procedure, forms, and evaluation criteria.
4. In the event that the City Proposes al regarding a city-wide policy on requests for reclassification, the Parties will reopen Article 1, Section 7.;
5. In the event that another bargaining unit negotiates a higher maximum City contribution to employee health care premiums, the Parties will reopen Article 3, Section 1.

- ;
- A. Parties agree that any and all changes proposed pursuant to this reopener provision can only be implemented by mutual agreement of the parties.
- B.

~~**SECTION 9. Non-Discrimination** – Neither the City nor the Association shall discriminate against any employee because of race, color, age, creed, national origin, sex, handicap, medical condition, marital status, or Association activities in any matter.~~

For the Association:

For the City of El Segundo:

~~LaTonya Fair Paul Samaras, President
 Manager Scott Mitnick, City Manager~~

Darrel George, City

~~Ryan Delgado, Vice President Eduardo Schonborn~~

Rebecca Redyk, Director of
 Human Resources David
 Serrano, Director of HR

~~Maria Cerritos Anthony Esparza, Vice President
 Negotiator Lauren Daniels, Human Resources Manager~~

Alexander Volberding, Chief

~~Evanette Gettler Maria L. Cerritos, Treasurer
 Human Resources Analyst~~

Dana Hang, Sr.

~~Dominque Alvarez, Secretary Emma Johnson
 Campbell, HR Analyst~~

Leslie D.

Vicky Barker, Chief Negotiator

Date: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ADOPTING THE
MEMORANDUM OR UNDERSTANDING BETWEEN THE
CITY OF EL SEGUNDO AND THE EL SEGUNDO
SUPERVISORY AND PROFESSIONAL EMPLOYEES'
ASSOCIATION BARGAINING UNIT**

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

SECTION 1: The City of El Segundo (“City”) previously entered into a memorandum of understanding (“MOU”) with The El Segundo Supervisory and Professional Employees’ Association (“SPEA”), a recognized employee organization, for the term of October 1, 2018 to September 30, 2022.

SECTION 2: Representatives from the City and SPEA met and conferred in good faith to reach an agreement on wages, benefits, and other terms and conditions of employment, which are memorialized in the MOU between the City and SPEA attached hereto as “Exhibit A” and incorporate herein by this reference.

SECTION 3: The SPEA ratified said agreement on March 30, 2023.

SECTION 4: Staff is authorized to implement all terms and conditions of the MOU between the City and SPEA.

SECTION 5: 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 6: This Resolution will become effective immediately and will remain effective unless repealed or superseded.

PASSED AND ADOPTED RESOLUTION NO. _____ this 18th day of April, 2023.

Drew Boyles,
Mayor

Exhibit A- SPEA MOU October 1, 2022 to June 30, 2026

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL SEGUNDO

AND

**EL SEGUNDO SUPERVISORY AND
PROFESSIONAL EMPLOYEES' ASSOCIATION**



Term: October 1, 2022 through June 30, 2026

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**MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN
THE CITY OF EL SEGUNDO (“CITY”)
AND
EL SEGUNDO SUPERVISORY AND PROFESSIONAL EMPLOYEES’ ASSOCIATION
 (“SPEA”)**

ARTICLE 1 - INTRODUCTION

SECTION 1. Preamble

Pursuant to the provisions of the City of El Segundo Resolution No. 3208, establishing procedures governing employer-employee organization relations, the City of El Segundo (hereinafter referred to as the “City” or “Employer”) has recognized the El Segundo Supervisory and Professional Employees’ Association (herein after referred to as the “Association,” “Union,” or “SPEA”), as the exclusive representative of employees within the bargaining unit consisting of the classifications listed in the salary schedule in Appendix A – Bargaining Unit Classifications.

SECTION 2. Recognition

The City recognizes the Association as the representative of the full-time employees in the classifications listed in Appendix A, for the purpose of meeting the joint obligations of the City and Association as set forth in Government Code section 3500, *et seq.*, or the Meyers-Milias-Brown Act (“MMBA”).

SECTION 3. Term

The term of this Memorandum of Understanding (“MOU”) shall commence on October 1, 2022 and end on June 30, 2026.

SECTION 4. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee because of race, color, age, religion, creed, national origin, a n c e s t r y , sex, gender, sexual orientation, medical condition, genetic information, marital status, any other protected category under the law, as well as Association activities in any matter.

ARTICLE 2 - COMPENSATION

SECTION 1. Compensation Adjustments

The City shall provide the following salary increases to employees, per Appendix A:

1. Retroactive to the first full pay period that includes October 1, 2022: Increase base salary by four percent (4.00%);
2. Effective the first full pay period that includes July 1, 2023: Increase base salary by two percent (2.00%);

3. Effective the first full pay period that includes July 1, 2024: Increase base salary by two percent (2.00%); and
4. Effective the first full pay period that includes July 1, 2025: Increase base salary by two percent (2.00%).

The City shall provide an equity adjustment to compensation to employees in the Accounting Supervisor job classification in the amount of 3.0%. The equity adjustment shall occur prior to the application of the retroactive cost of living adjustment described above.

SECTION 2. Ratification Bonus

The City shall provide a one-time ratification bonus in the amount of \$2,000 to each employee in the bargaining unit who is employed by the City at the time that the MOU is ratified by the Association.

The City shall provide the bonus in the first full pay period following the adoption of the MOU by the City Council.

SECTION 3. Salary Table Step Advancement

The advancement of an employee from Step A to Step B shall be on the beginning of the pay period immediately following satisfactory completion of the employee's first six (6) months' service.

Advancement from Step B to Step C, from Step C to Step D, and from Step D to Step E, shall each occur on the beginning of the pay period immediately after completion of one (1) year's satisfactory service in each of such classification.

SECTION 4. Accelerated Salary Step Advancement

Accelerated salary step advancement is intended to recognize employees whose job performance is exemplary and consistently exceeds normal expectations for their current step.

Prior to an employee completing one (1) year of service at their current step, an employee whose performance is exemplary and consistently exceeds normal expectations for their current step may be eligible to receive accelerated salary step advancement to the next higher salary step, so long as the employee has not yet reached the top step of their salary range and the next salary step provides no more than a five percent (5%) increase over their base salary at their current step.

In order to be eligible for accelerated salary step advancement, the employee's supervisor or manager must recommend such advancement to the responsible Department Head. The supervisor or manager shall submit a written report on the prescribed form to the appropriate Department Head.

The Department Head shall submit the form to the Director of Human Resources, indicating whether they agree with the supervisor or manager's recommendation and providing additional comments, if necessary.

The Director of Human Resources shall submit the form to the City Manager, indicating whether the recommendation conforms to the City-wide criteria for accelerated step advancement.

The City Manager shall make the final decision whether to approve the employee's accelerated salary step advancement.

An employee may receive more than one accelerated salary step advancement within a twelve (12) month period of time, subject to the requirements provided for in this section.

An accelerated salary step advancement shall not change the affected employee's anniversary date.

SECTION 5. Payroll Direct Deposit

Payroll is distributed bi-weekly (*i.e.*, 26 times per year).

The City shall electronically deposit employees' paychecks directly into a savings or checking account designated by the employee.

Employees shall be responsible for providing the Finance Department with the correct transit routing and account information.

ADDITIONAL COMPENSATION

SECTION 6. Temporary Assignment to Higher Classification

An employees who is qualified to work in a higher classification or position shall receive an increase to their salary rate, as described below, for the duration of their assignment to and service in such classification or position under the following conditions: (1) The City requires that the employee serve for not less than ten (10) days in the higher classification or position and that the employee be responsible for performance of the work of such classification or position; and (2) The City Manager approves the employee's temporary assignment to and service in such classification or position.

During such assignment, the employee shall be placed at the lowest step in the higher class or position that provides for a base salary not less than five percent (5%) above the employee's base salary.

Temporary assignments shall be limited to 960 hours per fiscal year.

For purposes of calculating the amount of time that an employee serves in a probationary status following promotion to a higher classification or position, the City shall recognize and credit an employee who serves in a higher classification or position during a temporary assignment with a deduction to the time that the employee must serve in a probationary status. The City shall credit the employee with the days served in the higher classification or position, and shall make a comparable reduction to the number of days that the employee must serve in a probationary status following promotion to the higher classification or position. The City will not credit the employee for any time spent on unpaid leave or extended paid leave during their temporary assignment. For this purpose, the Parties agree that "extended paid leave" means leave that exceeds one week.

SECTION 7. Request for Classification Review

A. Basis for Request

A bargaining unit employee or Association may make a request for reclassification once every two years, if an employee's job duties and responsibilities have become significantly different over the two-year period.

B. Processing of Request

The request for reclassification review must be submitted by the employee or the Association to the employee's immediate supervisor. The employee's supervisor shall submit a written recommendation to the employee's Department Head concerning the merits of the reclassification review request. If the Department Head determines that the employee's job duties and responsibilities have significantly changed, the Director of Human Resources will initiate the reclassification review process.

Human Resources Department staff will have the responsibility to conduct the reclassification review process. However, if the Association and the City mutually agree, a consultant may be utilized at any step of the reclassification review process. The cost of the agreed upon Consultant will be paid by the City.

C. Components of Reclassification Review

The employee requesting the reclassification review will provide information summarizing the scope and complexity of the duties and responsibilities of the position.

The employee requesting the reclassification review will be interviewed and observed at work to assess the validity of the information provided by the employee and to develop a full understanding of the job duties and responsibilities.

A salary survey will be performed comparing the employee's position with similar positions in the Cities of Culver City, Gardena, Hawthorne, Hermosa Beach, Inglewood, Los Angeles, Manhattan Beach, Redondo Beach, Santa Monica, Torrance, and the County of Los Angeles. For purposes of the salary survey, the mid-point of the City's current pay schedule will be compared to the midpoints of the surveyed public entities for positions with similar education and/or experience requirements. Variances of +/- 5% will be considered comparable to the prevailing rate.

Action by the Director of Human Resources - The completed reclassification survey and a draft job description shall be reviewed by the employee's supervisor and the Director of Human Resources. The Director shall then meet and confer with the Association on the results of the reclassification review. The Director shall then make his or her recommendation to the City Manager. The Director shall recommend to the City Manager the approval of any reclassification request that reflects a substantial change in the duties and responsibilities of the position.

D. Action by the City Council

All reclassifications must be approved by the City Council.

E. Effective Date of Reclassification

Any approved reclassification shall become effective the pay period following approval.

F. Challenge to Decision on Reclassification Request

The Association may challenge the denial of the reclassification request by the Director of Human Resources, the City Manager or the City Council. Any challenge to the denial of the reclassification request will be governed by this section and not by the Grievance Procedure, set forth in Article 5. If a challenge is made, a new classification review will be completed by a neutral entity selected by mutual agreement of the Association and the City. The parties agree to accept the conclusions reached by the neutral entity. The cost of the consultant's services will be shared equally by the Association and the City.

SECTION 8. Standby Duty

Standby duty is the time that employees, who have been released from duty, are specifically required by their supervisor to be available for return to duty when required by the City. During standby duty, employees are not required to remain at their City work station or any other specified location. Standby duty employees are free to engage in personal business or activities.

The City requires that standby duty employees adhere to the following:

1. Be reachable by device or telephone. The City may, in its discretion, provide a paging device (e.g., a beeper) to an employee assigned to Standby Duty for purposes of responding to requests to return to duty.
2. Be ready to respond immediately when reached by the City.
3. Be able to report to duty within one (1) hour of being contacted by the City.
4. Refrain from activities which might impair their ability to perform assigned duties, including but not limited to, consuming any alcoholic beverage, illicit drug or medication capable of impairing one's mental or physical faculties.
5. Respond to any call back during the assigned standby period. As with any City equipment, any device assigned to an employee is the responsibility of the employee during the standby assignment. The employee is liable for any loss of or damage to the device which is caused by the employee's negligence or intentional acts.

Failure of an employee to comply with the provisions of standby duty may subject the employee to discipline, up to and including termination of employment with the City.

For each period of standby duty, employees shall be provided the choice of two (2) hours of compensatory time off or two (2) hours of paid time. A period of standby duty shall be defined as one (1) day, commencing at 0001 and ending at 2400.

An employee who uses sick leave or vacation leave during a standby period, occurring on or after September 9, 2000, shall not be provided any form of compensation for the standby period, unless the employee's Department Head approves, in writing, the provision of the normal standby duty compensation.

SECTION 9. Cell Phone Stipend

An employee in a classification to which the City issues a City-provided cell phone may either elect to use the City-issued phone or to receive an eighty dollar (\$80) monthly stipend to offset the cost of utilizing their personal cell phone for work-related purposes.

An employee who elects to use their personal cell phone and receive the stipend from the City shall, upon request by the City, make their personal cell phone and cell phone records available for inspection by the City on the same terms and conditions as employees who are issued City-provided cell phones.

Non-exempt employees shall not use their personal cell phones to perform any work on behalf of the City outside of normal working hours without prior supervisory approval.

SECTION 10. Educational Incentive Pay

Eligible employees shall be entitled to receive educational incentive pay as described below.

In order to qualify for educational incentive pay an employee must satisfy the following conditions: (1) Work in a job classification that does not require a bachelor's degree or higher degree in order to qualify for the classification, and (2) Receive a degree from an accredited college or university in one (1) of the majors of public administration, business administration, engineering, or other job-related major, which had been approved by the employee's Department Head, in writing.

Following the employee's submission of documentation to their Department Head that they are qualified to receive educational incentive pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide educational incentive pay at the following rates based on the employee's job classification:

Job Classifications Occupying Salary Grades 30S – 39S:	\$146.79/pay period
Job Classifications Occupying Salary Grades 40S – 49S:	\$187.90/pay period
Job Classifications Occupying Salary Grades 50S – 53S:	\$207.41/pay period

If during the term of this MOU the City assigns a job classification to a salary grade higher than 53S, the flat dollar pay period amount of educational incentive pay for the employee in the classification shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION 11. Bilingual Pay

An employee who demonstrates conversational and written fluency in a language other than English that is approved by their Department Head and who is assigned duties in which such language skills are regularly used shall be entitled to bilingual pay as described below.

In order to determine the employee's proficiency in the language, the City will utilize a standardized, industry-accepted test (e.g., Berlitz, Inc.).

Following the employee's submission of documentation to their Department Head that they are qualified to receive bilingual pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide bilingual pay at the following rates based on the employee's job classification:

Job Classifications Occupying Salary Grades 30S – 39S:	\$73.40/pay period
Job Classifications Occupying Salary Grades 40S – 49S:	\$93.95/pay period
Job Classifications Occupying Salary Grades 50S – 53S:	\$103.70/pay period

If during the term of this MOU a job classification is assigned a salary grade higher than 53S, the flat dollar pay period amount of bilingual pay for the employee shall be equivalent to two and one-half percent (2.5%) of the base salary E Step of the salary grade.

SECTION 12. Longevity Pay

An employee who has completed twenty (20) years of continuous service with the City shall be entitled to longevity pay as described below.

The City will provide longevity pay to an employee starting the full pay period that includes the employee's twentieth (20th) anniversary date with the City.

The City will provide longevity pay at the following rates based on the employee's job classification:

Job Classifications Occupying Salary Grades 30S – 39S:	\$146.79/pay period
Job Classifications Occupying Salary Grades 40S – 49S:	\$187.90/pay period
Job Classifications Occupying Salary Grades 50S – 53S:	\$207.41/pay period

If during the term of this MOU a job classification is assigned a salary grade higher than 53S, the flat dollar pay period amount of longevity pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION 13. Certification Pay

An employee employed in either the Wastewater Supervisor or Water Supervisor classification shall be entitled to certification pay as described below in the event that the employee obtains and maintains a valid certification related to their job duties that is of a higher level or more specialized than the certification required by the City as provided for in the employee's classification specification.

The employee's Department Head will be determine which certifications are of a higher level or

are more specialized.

Following the employee's submission of documentation to their Department Head that they are qualified to receive certification pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide certification pay at the following rates based on the employee's job classification:

Job Classifications Occupying Salary Grades 30S – 39S:	\$146.79/pay period
Job Classifications Occupying Salary Grades 40S – 49S:	\$187.90/pay period
Job Classifications Occupying Salary Grades 50S – 53S:	\$207.41/pay period

If during the term of this MOU a job classification is assigned a salary grade higher than 53S, the flat dollar pay period amount of certification pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade

SECTION 14. Use of Personal Vehicle on Official City Business

An employee who is authorized to use a personal vehicle while on official City business will receive mileage reimbursement at the rate approved by the Internal Revenue Service ("IRS").

Unless authorized by the employee's Department Head, use of a personal vehicle will not be authorized, if a City motor pool vehicle is available to the employee.

SECTION 15. Uniforms

The City shall provide uniforms to employees employed in the job classifications enumerated below:

1. Assistant Fire Marshal
2. Crime Prevention Analyst I/II
3. Emergency Management Coordinator
4. Environmental Safety Manager
5. Equipment Maintenance Supervisor
6. Facilities Maintenance Supervisor
7. Fire Marshal
8. Park Maintenance Supervisor
9. Police Records Supervisor
10. Principal Environmental Specialist
11. Senior Building Inspector
12. Street Maintenance Supervisor
13. Wastewater Supervisor
14. Water Supervisor

A Department Head will determine appropriate uniform and footwear for employees employed

in job classifications in their Department.

The City will provide the Association an opportunity to provide input on the style of employee uniforms. However, the City possesses the exclusive authority to determine the style of employee uniforms. The City's determination shall be final and not subject to appeal.

The City shall provide employees who are required to wear a uniform cleaning services for such uniforms.

In the event that a uniform is damaged through regular use, the City shall replace the uniform.

In addition to the provision of uniforms as described above, the City shall provide employees in the following classifications a uniform cleaning allowance of \$400 per year:

1. Assistant Fire Marshal
2. Environmental Safety Manager
3. Principal Environmental Specialist
4. Fire Marshal
5. Crime Prevention Analyst I/II
6. Emergency Management Coordinator
7. Police Records Supervisor
8. Senior Building Inspector

The City will provide such allowance on a pro rata basis as part of the regular bi-weekly payroll.

SECTION 16. Deferred Compensation Plan

Employees are eligible to participate in the Mission Square Deferred Compensation Plan. Participation is voluntary and there is no City contribution to the plan.

WORK SCHEDULES

SECTION 17. Assignment of Work Schedule

A. Employees shall work a 9/80 work schedule.

Employees assigned to a 9/80 work schedule shall work eight (8) nine (9) hour days and one (1) eight (8) hour day every two weeks according to their assigned shift as described below.

B. An employee may be permitted to work a 5/40 work schedule by mutual written agreement by the following parties: (1) The employee; (2) Their Department Head; and (3) The Association. Other schedules may be permitted pursuant to mutual agreement by the same parties.

C. A Department Head may assign employees in their Department to one (1) of three (3) shifts: (1) "A"; (2) "B"; or (3) "C".

Employees assigned to the "A" and "B" shift work a 9/80 schedule, with employees assigned to the "A" shift working one (1) eight (8) hour shift Friday and taking the next Friday off, and employees assigned to the "B" shift working an eight (8) hour shift on the Friday that the employees assigned to the "A" shift take off, and taking off the Friday that the employees

assigned to the "A" shift work. Employees who work a 5/40 work schedule will be assigned to the "C" shift work and will be scheduled to work Monday through Friday.

- D. If operational needs require and the change in work schedule is intended to be permanent, the City may assign employees to work a different 9/80 schedule if the change in schedule is not arbitrary, capricious, retaliatory, or discriminatory.

In the event of such a change to an employee's work schedule, the City shall provide the Association and the affected employee with 30 days' notice prior to the implementation of such a change. Such notification shall provide a description of the operational need requiring the change to the employee's work schedule.

The City shall not change an employee to any other schedule (e.g., from a 9/80 schedule to a 5/40 or a 4/10 without mutual written agreement by the following individuals: (1) The employee; (2) Their Department Head; and (3) The Association.

- E. The City is conducting four-month pilot program with employees in unrepresented management and confidential job classifications who have been provided the opportunity to work a 4/10 work schedule. When the pilot program concludes, on or about June 30, 2023, the City will assess the program and determine whether to extend the program, including to employees in represented bargaining units.

If the City determines that the program was effective and that the interests of the City and the public would be served by extending the program to other employees, the City will provide employees in the bargaining unit represented by SPEA the opportunity to work a 4/10 work schedule.

Under such an arrangement, an employee may be permitted to work a 4/10 work schedule by mutual written agreement by the following parties: (1) The employee; (2) Their Department Head; and (3) The Association. If there is mutual agreement to a change in the employee's work schedule to a 4/10 work schedule, the Department Head with responsibility for the Department in which the employee works may assign the employee who will work the 4/10 work schedule to one (1) of two (2) new shifts: (1) "D"; or (2) "E". Employees assigned to the "D" and "E" shift work a 4/10 schedule, with employees assigned to the "D" shift working four (4) 10 hour shifts Monday through Thursday, and employees assigned to the "E" shift working four (4) 10 hour shifts Tuesday through Friday.

Subsequent to such assignment, if operational needs require and the change in work schedule is intended to be permanent, the City may assign employees to work a different 4/10 schedule if the change in schedule is not arbitrary, capricious, retaliatory, or discriminatory.

In the event of such a change to an employee's work schedule, the City shall provide the Association and the affected employee with 30 days' notice prior to the implementation of such a change. Such notification shall provide a description of the operational need requiring the change to the employee's work schedule.

The City shall not change an employee to any other schedule (e.g., from a 4/10 schedule to a 9/80 or a 5/40 without mutual written agreement by the following individuals: (1) The employee; (2) Their Department Head; and (3) The Association.

SECTION 18. Rest and Lunch Periods

Employees shall be provided a fifteen (15) minute rest period near the mid-point of every four (4) hours of scheduled work.

In order to ensure that employees are prepared to resume performance of their job duties at the conclusion of the fifteen (15) minute rest period, employees are encouraged to take their rest period within the building where they are assigned to be working or on the grounds immediately adjacent to such location.

Employees shall be provided either a thirty (30) or sixty (60) minute lunch period depending on the employees' work assignment.

An employee's failure to utilize a rest or lunch period does not authorize the employee to engage in the following conduct: (1) Accumulate or "bank" unused rest time; (2) Conclude their regularly scheduled work shift at a time earlier than the scheduled end of such shift; or (3) Extend a rest or lunch period beyond the time limits prescribed by this section.

However, where the employee's supervisor requires that the employee not take a rest or lunch period because of the need to provide services to the City, such work shall be compensated in accordance with this MOU, City Rules and Regulations and other applicable statutory requirements. In such circumstances, the employee's supervisor may authorize the employee to end their work day early so that the hours actually worked does not exceed their regular daily work hours. In order for employees to end their work day early, they must be required to work during a rest or lunch period and receive authorization to leave early by their supervisor.

OVERTIME

Section 19. MOU Overtime Compensation

- A. Employees in this bargaining unit shall be entitled to MOU overtime pay at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) in a seven (7) day work week, as defined in Subsection B, below.
- B. For FLSA purposes, the City establishes the following workweeks for employees in this bargaining unit as described in Article 2, Section 16:
 1. For employees who are assigned to a 9/80 work schedule, the workweek shall begin four (4) hours into the eight (8) hour shift that they are scheduled to work such that no consecutive seven (7) day period shall exceed forty (40) hours.
 2. For employees who are assigned to a 5/40 work schedule, the workweek shall commence at 8:00 am on Monday and conclude at 7:59 am the following Monday.
 3. For FLSA purposes, for employees who are assigned to a 4/10 work schedule (regardless of the shift (i.e., "D" or "E" shift), the workweek shall commence at 8:00 am on Monday and conclude at 7:59 am the following Monday, unless the employee is assigned to an alternative start time, in which case the workweek shall commence at the start time on Monday and end immediately prior to that start time the following Monday.

- C. Pursuant to Article 6, Section 7, in the event that the City conducts an FLSA audit during the term of this MOU in order to determine the status of employees under the FLSA (e.g., exempt or non-exempt), the City may reopen Article 2, Section 18-20 and engage in a meet and confer with the Association regarding any changes that the City proposes to make to those sections.

SECTION 20. Definition of Hours Worked for MOU Overtime

For purposes of calculating overtime pay as described in Article 2, Section 18, the City will include holiday leave as time worked.

The City will not consider the following non-working time as time worked for purposes of calculating overtime:

1. Lunch periods;
2. Utilization of paid or non-paid leaves of absence (e.g., vacation leave, sick leave, leave without pay, compensatory time off, and the one (1) Floating Holidays/Personal Leave Day provided to employees pursuant to Article 4, Section 11);
3. Travel time to and from the work site when reporting for a regularly scheduled work shift;
4. All time in off-duty voluntary training assignments (e.g., homework, study time, meal time, sleep, etc.);
5. All off-duty travel;
6. All time for personal preparation and clean up; or
7. Any other time not deemed hours worked by the FLSA, except for paid time off for holidays recognized by the MOU and Floating Holidays provided to employees should their regularly scheduled day off fall on a holiday recognized by this MOU pursuant to Article 4, Section 10.

SECTION 21. Overtime Authorization

Employees must receive supervisory approval prior to working overtime.

SECTION 22. Compensatory (“Comp”) Time

- A. Employees may accumulate no more than eighty (80) hours of compensatory time off (“CTO”).
- B. Requests for the use of CTO by the employee shall be granted within a reasonable period of time following the request and shall not be denied unless the request would unduly disrupt the City’s operational needs.
- C. Employees may cash out CTO as it is accrued by notifying the payroll division of their intent to do so. CTO will be cashed out at the employee’s current base rate of pay. Payroll will

provide the employee the requested cash out as soon as practicable.

- D. Upon separation or death, employees shall receive payment for one hundred percent (100%) of their accumulated compensatory leave. CTO payouts shall be paid at the employee's base salary hourly rate of pay.

SECTION 23. Recall Time

Employees who are required by a supervisor to return to a designated worksite other than during the employee's regularly scheduled hours of work and at a time not contiguous with said regularly scheduled hours of work, shall be provided a minimum of four (4) hours work time credit. Said minimum of four (4) hours shall then be included within the work period described in Section 1 for computation of overtime purposes.

ARTICLE 3 - BENEFITS

SECTION 1. Health Insurance

- A. Health Insurance Coverage: Employees receive coverage under a Public Employees' Medical and Hospital Care Act ("PEMHCA") plan administered by the Public Employees' Retirement System ("PERS").

Employees who elect to be covered under such plan may choose between Health Maintenance Organization ("HMO") and indemnity medical coverage plans.

- B. City Health Contribution: The City will contribute both the minimum amount required under Government Code section 22892 and a supplemental amount under PEMHCA to cover certain costs associated with the premiums associated with the coverage for the employee and their eligible dependent(s)' medical costs.

The City's maximum contributions shall be as follows:

1. Effective January 1, 2023, the City will contribute \$1,700 per member per month for employee health coverage;
2. Effective January 1, 2024, the City will contribute \$1,750 per member per month for employee health coverage;
3. Effective January 1, 2025, the City will contribute \$1,800 per member per month for employee health coverage; and
4. Effective January 1, 2026, the City will contribute \$1,850 per member per month for employee health coverage.

An employee shall be responsible for any employee premium amount that exceeds the City contribution amount described above. The City will deduct such amount from the employee's paycheck through a pre-tax payroll deduction.

The City no longer provides employees who opt out of health coverage under the City plan the option to receive cash in lieu of such coverage.

SECTION 2. Dental Insurance

The City provides fully paid dental insurance for the employee and all eligible dependents, subject to the limitations as set forth in Article 3, Section 11.

SECTION 3. Vision Insurance

The City provides fully paid vision insurance for employees and all eligible dependents, subject to the limitations as set forth in Article 3, Section 11.

SECTION 4. Flexible Spending Account

Pursuant to applicable law, the City allows for employees to use pre-tax contributions to their Flexible Spending Account ("FSA") to pay for qualifying expenditures, including but not limited to employee paid insurance premiums, non-reimbursed medical expenses and dependent care expenses.

Participation in the FSA program is voluntary.

SECTION 5. Retiree Health Insurance Contribution

For bargaining unit members who possess five (5) years' CalPERS service credit, the City shall make a contribution for use towards the medical costs of the employee and their eligible dependents equal to that amount described in Article 3, Section 1, Subsection B.

A former employee shall be responsible for any premium amount that exceeds the City's maximum contribution. The former employee will pay the additional amount owed through their CalPERS annuity. The City's maximum per month contribution outlined in Article III, Section 1, Subsection B includes the PEMHCA minimum contribution required under Government Code section 22892. As required by Government Code section 22892(b), the City's contribution will be an equal amount for both employees and retirees.

SECTION 6. Retiree Dental and Vision

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as a retiree should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

Upon retirees death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City's dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees' eligibility to enroll in such plans.

SECTION 7. Leave Cashouts

Employees retiring from the City service will be paid out the accumulated total of their unused vacation leave, personal floating holiday leave, and compensatory leave, as provided for in this Agreement.

Cashouts, if any, for accumulated sick leave are covered by Article 4, Section 8.

Leave payouts shall be paid at the employee's base salary hourly rate of pay.

SECTION 8. Long Term Disability ("LTD") Insurance

The City provides employees with a fully paid long term disability insurance policy which allows continuance of two-thirds (2/3) of the first \$9,750 of the employee's monthly salary with a maximum monthly benefit of \$6,500.

The policy applies to non-job-related injuries and illnesses.

Benefits are payable following a sixty (60) day waiting period.

The maximum benefit period may vary depending on the employee's age at the time of the disabling injury or illness.

SECTION 9. State Disability Insurance ("SDI") Program

The City provides employees the opportunity to access State Disability Insurance ("SDI") through the Employment Development Department ("EDD").

All actual costs associated with participation in the SDI Program will be the responsibility of employees.

SECTION 10. Life Insurance

Employees are provided a \$50,000 basic term life insurance policy.

Employees may purchase additional coverage for themselves (\$100,000 maximum) and for family members at a group rate, subject to the applicable limitations.

SECTION 11. Dental, Vision and Life Insurance Contribution

The City's aggregate contribution for current dental, vision and life insurance for the term of this agreement shall be set and fixed at \$184.25 per month.

The City shall provide vision benefits for each employee and the employee's eligible dependents.

Within the monthly contribution cap currently established for dental, vision and life insurance coverage, the City's monthly contributions toward dental and life insurance coverage shall be made after the City makes its contribution to provide vision benefits for an employee and their dependents.

SECTION 12. Retirement

- A. Employees who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA") (those members shall be referred to as "classic members") are enrolled in either the California Public Employees' Retirement System ("CalPERS") retirement plans commonly referred to as the 2% at age 55 retirement plan ("Tier I") or the 2% at age 60 retirement plan ("Tier II") and shall be provided the benefits described below:

Tier I: Employees hired before November 6, 2012 shall be eligible for the following retirement benefits:

1. 2% at age 55 retirement formula;
2. Retirement benefits based on the employee's single highest "compensation earnable" for one (1) year;.
3. Pre- and Post-Retirement Death Benefits; and
4. Public Agency Retirement System ("PARS") Retirement Enhancement Plan, generally described as one-half percent (0.5%) at age 55 for all employees hired on or prior to December 31, 2012.

To be eligible, employees must be satisfy the following conditions: (1) be hired by the City for a position within the bargaining unit before October 1, 2012; (2) be at least age fifty-five (55) at the time of retirement; (3) have fifteen (15) years of full-time continuous service to the City; and (4) retire from the City.

This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled, as described above.

Pursuant to a side letter between the City and SPEA entitled, "Public Agency Retirement System Retirement Enhancement Plan ('PARS')" and the November 3, 2015 Resolution adopting "The City of El Segundo Public Agency Retirement System (PARS) retirement Enhancement Plan (as Amended and Restated Effective October 31, 2015) ("Plan Amendment"), the City and PARS Retirement Enhancement Plan participants have agreed to discontinued the PARS Retirement Enhancement Plan such that participants will no longer be eligible for retirement enhancements and will no

longer be obligated to make contributions to fund the Plan.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

Tier II: Employees hired between November 6, 2012 and December 31, 2012 or who were hired thereafter but were existing CalPERS members at the time of their hiring shall be eligible for the following retirement benefits:

1. 2% at age 60 retirement formula;
2. Retirement benefits based on the employee's single highest "compensation earnable" for one (1) year; and
3. Pre- and Post-Retirement Death Benefits.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

- B. Tier III: Employees hired on or after January 1, 2013 and who meet the definition of "new member" under PEPR are enrolled in the following retirement plan ("Tier III") and shall be provided the benefits described below:

Tier III: Employees hired on or after January 1, 2013 shall be eligible for the following retirement benefits:

1. 2% at age 62 retirement formula;
2. "Final compensation" based on the employee's highest average annual "pensionable compensation" earned by the member during a period of at least thirty-six (36) consecutive months and their retirement benefits shall be calculated based on "pensionable compensation" rather than "compensation earnable";
3. Pre- and Post-Retirement Death Benefits.

Employees shall individually pay a Member CalPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which the "new member"

is enrolled, as may be adjusted by CalPERS per PEPRA.

All retirement plan benefits shall be integrated with Social Security.

SECTION 13. Workers' Compensation

The City provides employees who sustain job-related injuries or illnesses that are compensable under California Workers' Compensation Laws three-quarters (3/4) of their regular monthly salary for a period of up to one (1) year.

SECTION 14. Education Reimbursement Program

The City may provide employees who complete work-related college courses with a grade of "C" or better up to \$2,000 per calendar year for the cost of tuition and books.

In order to qualify for receipt of such funds the employee must obtain either pre-authorization or approval for reimbursement from their Department Head and Human Resources Director, or such employees' designees.

Employees who participate in the reimbursement program must provide a copy of their grade(s) for verification and execute an agreement which provides for the following:

Educational Reimbursement – "I certify that I successfully completed the course(s), and received a grade of 'C' or better. Further, I agree to refund the City or have deducted from my final paycheck any educational reimbursement funds received under this program if I should leave the City's employment, voluntarily or through termination, with cause, within one (1) year after the completion of the course work for which I am to receive reimbursement, in accordance with the following schedule.

Below is the reimbursement schedule for the full months worked between the employee's completion of the course for which they are being reimbursed and their last day of employment with the City and the percentage of the total reimbursement to be refunded to the City.

Months Worked between Date the Course was Completed and the Final Day at Work	Percentage to be Refunded to the City (%)
1	100
2	100
3	90
4	80
5	70
6	60
7	50
8	40
9	30
10	20
11	10
12	0

New hires to the City are ineligible to participate in this program until they pass probation.

SECTION 15. Professional Memberships, Conferences, Meetings, and Workshops

With the approval of the employee’s Department Head or the City Manager, the City will pay the costs associated with an employee’s professional membership fees and conference, meeting and workshop attendance.

SECTION 16. Employee Assistance Program (“EAP”)

The City provides employees and immediate family members’ confidential assistance, referrals, and counseling through the EAP.

The program is designed to provide professional assistance and support to help employees and their families resolve problems that affect or may affect their personal or professional lives.

The City shall provide the basic level of EAP service to employees at the cost incurred by the City for participation in such program.

Basic level includes three (3) session per member per incident per year.

SECTION 17. Credit Union

Employees are eligible to join the South Bay Credit Union.

ARTICLE 4 – LEAVES AND ABSENCES

SECTION 1. Vacation Accrual

Employees shall accrue vacation leave at the following rates depending on their years of service to the City or another public agency:

Years of Service	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0-5	108 hours	4.15 hours	216 hours
6-10	132 hours	5.08 hours	264 hours
11-15	156 hours	6.00 hours	312 hours
16+	188 hours	7.23 hours	376 hours

SECTION 2. Vacation Accrual Cap

Employees may accrue up to two (2) years of vacation leave at their current annual accrual rate.

Effective July 2, 2023, the City will impose a hardcap on vacation accrual such that such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee who has accrued, but unused, vacation in an amount that exceeds that amount will

forfeit the amount of vacation in excess of the hardcap.

SECTION 3. Vacation Use

Employees may use their accrued vacation leave after six (6) months of employment.

SECTION 4. Vacation Cash Out – Active Employees

- A. Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash out.
- B. Cashout Process in 2023: In calendar year 2023, a qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1, While employees may elect to exercise this option not more than twice in calendar year 2023, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.
- C. Election Process: A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1.

On or before December 15, 2023 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The employee shall provide the following information as part of their election: (1) The total number of hours of vacation leave that the employee will accrue between January 1 and June 30 in the following calendar year based on their annual accrual rate based on their years of service; (2) The total amount of accrued vacation leave that the employee wants to cash out in July of the following calendar year (The cash-out amount must be equal to or less than the amount accrued between January 1 and June 30); (3) The total number of hours of vacation leave that the employee will accrue between July 1 and December 31 in the following calendar year based on their annual accrual rate based on their years of service; and (4) The total amount of accrued vacation leave that the employee wants to cash out in December of the following calendar year (The cumulative cash-out amount must be equal to or less than the total amount accrued between January 1 and December 30).

- D. The City shall administer the cash out twice annually, starting in December 2023 and every December thereafter. The City shall make the cash outs in the first full pay period in July and December.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

- E. Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has available for their use.

SECTION 5. Vacation Cash Out Upon Separation

Employees shall receive payment for one hundred percent (100%) of their accrued vacation leave upon separation or death.

Vacation leave cash outs shall be paid at the employee's base salary hourly rate.

SECTION 6. Sick Leave Accrual

Employees accrue sick leave at a rate of eight (8) hours per month.

SECTION 7. Sick Leave Cap

For employees hired after the date the City Council adopts the MOU, the City will limit the accrual of sick leave to six hundred (600) hours.

For employees hired on or before the date that the City Council adopts the MOU, the City will allow the accrual of sick leave in excess of six hundred (600) hours subject to a mandatory cash out as described below.

SECTION 8. Sick Leave Cashout

For employees hired on or before the date on which the City Council adopts the MOU, the City will cash out any accrued sick leave in excess of six hundred (600) hours on December 1 of each year. The City will provide the cash out by direct deposit.

Upon separation or death, the City shall cashout sick leave by employees as follows:

1. The City shall not provide any employee, regardless of the date of their hire by the City, cashout of accrued sick leave in the event that the City terminates such employee for cause.
2. Notwithstanding the above, for an employee who has been employed by the City for at least five (5) years and separates from City employment, the City shall provide the employee a cashout at an amount equal to one-half (1/2) the value of such sick leave (*i.e.*, one-half (1/2) the employee's base salary hourly rate of pay for each hour of sick leave).
3. For an employee hired on or before the date that the City Council adopts the MOU who separates as a result of a service retirement, disability retirement or death, the City shall provide a cashout at an amount equal to the full the value of such sick leave (*i.e.*, the employee's base salary hourly rate of pay for each hour of sick leave).
4. For an employee hired after the date the City Council adopts the MOU who have been employed by the City for at least five (5) years and separates as a result of a service retirement, disability retirement or death, the City shall provide a cash out at an amount equal to one-half (1/2) the value of such sick leave at the time of retirement or death.

SECTION 9. Sick Leave to Provide Care for Family Members

Employees are eligible to utilize a maximum of half their annual sick leave accrual, or forty-eight (48) hours, of sick leave per calendar year in order to provide care to a "family member" of the

employee suffering from illness or injury.

For this purpose, the term "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling, or any other "family member" recognized by Labor Code section 245.5. The term parent shall also include the parent of the employee's spouse or registered domestic partner.

For this purpose, the term "family member" also means one (1) "designated person" that the employee has identified who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.

SECTION 10. Holidays

The City recognizes the following holidays for City employees:

1. January 1st
2. The third (3rd) Monday in January (Martin Luther King Jr. Day)
3. The third (3rd) Monday in February (President's Day)
4. The last Monday in May (Memorial Day)
5. July 4th
6. The first (1st) Monday in September (Labor Day)
7. November 11th (Veteran's Day)
8. Thanksgiving Day
9. The Friday after Thanksgiving Day
10. December 24th
11. December 25th
12. December 31st

Holidays will be paid based on the employee's assigned daily work schedule. For example, employees assigned to a 5/40 schedule will receive eight (8) hours of pay for holidays. Employees assigned to a 9/80 schedule will receive nine (9) hours of pay, unless the holiday falls on their assigned eight-hour scheduled work day in which case they will be paid eight (8) hours. Employees on other schedules will be compensated accordingly. Employees assigned to a 4/10 schedule will receive 10 hours of pay for holidays.

SECTION 11. Holidays Falling on Saturdays and Sundays

In the event any of the above referenced holidays fall on a Saturday, the holiday shall be observed on the preceding Friday and City Hall shall be closed. In the event any of the above holidays fall on a Sunday, the holiday shall be observed the following Monday and City Hall shall be closed.

SECTION 12. Holidays Falling on an Employee Workday or Regularly Scheduled Day Off

In the event that a holiday (as described in Article 4, Sections 8 or 9) falls on an employee's workday, the City shall provide the employee Holiday Pay.

In the event that a holiday (as described in Article 4, Sections 8 or 9) falls on an employee's regularly scheduled day off, the City shall provide the employee a Floating Holiday Day for use at a later date.

Floating Holidays will be credited to the employee's leave bank in the pay period in which the holiday falls.

SECTION 13. Personal Leave Day

A. Each employee shall receive one (1) day per calendar year as a Personal Leave.

For this purpose, employees who are assigned to a 5/40 schedule shall receive eight (8) hours, employees who are assigned to a 9/80 schedule shall receive nine (9) hours, and employees who are assigned to a 4/10 schedule shall receive 10 hours.. Employees on other schedules will be compensated accordingly.

B. In the first full pay period following the adoption of this MOU by the City Council, the City shall provide employees an additional one (1) day of Personal Leave. The City shall provide employees a second (2nd) day of Personal Leave each year, as described below, unless and until such time as the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday. In the event that the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday, the City will rescind the provision of a second (2nd) day of Personal Leave for the following calendar year.

C. The City will credit employees with the Personal Leave every January. Newly hired bargaining unit members hired after the first of the year will also receive the Personal Leave, which the employee may use six (6) months after the employee's initial appointment date.

SECTION 14. Limited Carryover of Floating Holidays and Personal Leave

Floating Holiday and Personal Leave hours may not be carried over from one calendar year to the next, except that Floating Holiday hours credited to an employee in November or December may be carried over to the next calendar year, but must be used by October 31 of the following year.

SECTION 15. Floating Holiday and Personal Leave Cash Out Upon Separation

Employees shall receive payment for one hundred percent (100%) of their accumulated Floating Holidays and Personal Leave upon separation or death.

Such payouts shall be paid at the employee's base salary hourly rate of pay.

SECTION 16. Bereavement Leave

In the event of the death of an employee's "family member", as defined in Article 4, Section 7, but excluding the "designated person," the City shall provide the employee three (3) days paid bereavement leave and two (2) days of unpaid leave to be used within three (3) months of the date of the death of the "family member."

Employees may elect to use other forms of paid leave that they have accumulated in order to provide for their compensation while using the two (2) days of unpaid leave.

For employees who need to travel 500 or more miles from the City in order to attend services for

the employee's family member, the City shall also provide two (2) additional days of paid bereavement leave in lieu of the two (2) days of unpaid leave.

SECTION 17. Catastrophic Leave

Catastrophic leave means leave for employees who are unable to work as the result of a serious injuries or illnesses and who have exhausted all of their paid leave.

The City shall administer catastrophic leave pursuant to the City of El Segundo Catastrophic Leave Bank Policy negotiated by the City and Association and revised in 2009. During the term of this Agreement, should the City adopt a Catastrophic Leave Bank Policy following a meet and confer with the Association, the City shall administer catastrophic leave consistent with that policy.

SECTION 18. Jury Duty Leave

- A. The City will provide an employee who is required to report for jury duty or serve on a jury a leave of absence covering such service.
- B. Employee Notice: Prior to reporting for jury duty, the employee must provide written notice of the expected jury duty to their supervisor as soon as possible, but in no case later than fourteen (14) calendar days before the beginning of the jury duty.
- C. Documentation of Jury Duty: The employee must provide documentation of their daily attendance on jury duty.
- D. Paid Leave: During the first two (2) weeks of jury duty, an employee shall be entitled to receive their regular compensation.
- E. Unpaid Leave: For any portion of jury duty that extends beyond two (2) weeks, such extended jury duty period shall be without regular pay, unless the employee elects to use paid leave accruals for such time.
- F. Reporting to Work: While on jury duty, in the event that the employee is relieved of jury obligations for three (3) or more consecutive hours, the employee must report to work.

Employees relieved of jury duty for three (3) or more consecutive hours may elect to use paid leave accruals to take such time off from work, provided the employee has requested and received their supervisor's approval to do so.

ARTICLE 5 – EMPLOYER–EMPLOYEE RELATIONS

EMPLOYEE ORGANIZATION REPRESENTATIVES/ACTIVITIES

SECTION 1. Designation of Board Members and Release Time

The Association may designate up to three (3) board members to serve as union representatives in personnel matters.

Upon timely request and for suitable reasons, the Human Resources Director, or their designee, shall authorize release of a designated board member from normal duties to attend to or assist in personnel matters involving Association members, unless such individual is needed in order to perform urgent or emergent work for the City. In the event that the individual is unavailable to attend to or assist in the personnel matter, another designated board member will be released for this purpose.

The City shall not withhold authorization of release time for this purpose.

In total, the City will provide the Association up to one-hundred and fifty (150) hours of paid release time per year to attend to or assist in personnel matters involving Union members. Such time shall not include release time for the purpose of engaging in meet and confer with the City. In the event that the Association exhausts the one-hundred and fifty (150) hours of paid release time to attend to or assist in personnel matters, the City and the Association shall meet to discuss the City's provision to designated board members of a reasonable amount of additional time to attend to such matter.

Designated board members shall report the time used to attend to personnel matters during their regular working hours on their timecards.

SECTION 2. Designation of Regular Bargaining Team Members, Subject Matter Experts, Non-City Representatives and Release Time

The Association may designate up to five (5) bargaining unit members to serve as regular bargaining team members during the meet and confer process for successor MOU negotiations and other matters related to decision and effects bargaining.

The Association may request that the City recognize additional bargaining unit members to participate in bargaining in order to address subjects with which such employees have subject matter expertise. The City shall not unreasonably deny the participation of such individuals in bargaining. The City may limit the participation of such individuals to the negotiation of subjects with which such individuals possess subject matter expertise.

The Association may designate a reasonable number of non-City employees to serve as representatives of the Association and to participate in bargaining. The participation of such individuals will not count against the five (5) bargaining team members that the Association may designate.

Upon timely request and for suitable reasons, the Human Resources Director, or their designee, will authorize release of regular bargaining team members and subject matter experts from their normal duties to prepare for or participate in bargaining with the City.

The City shall not withhold authorization of release time for this purpose.

During the meet and confer process, the City shall provide the regular bargaining team members sufficient release time to prepare for and participate in negotiations with the City.

The City shall provide each bargaining unit member two (2) hours of paid release time to participate in the vote to ratify a tentative agreement for the successor MOU to this Agreement. The City will not provide other release time to non-bargaining team members for purposes of engaging in matters related to bargaining, except as described in this section.

SECTION 3. No-Strike

The Association agrees that during the term of this MOU City employees represented by the Association will not strike, or engage in any work stoppage or slow down, engage in a concerted failure to report for duty, or fail to perform their duties in whole or in part for the purposes of inducing, influencing or coercing a change in conditions, or compensation, or the rights privileges or obligations of employment.

The Association also agrees that their members employed by the City will not refuse to cross a picket line in the performance of their normal and customary duties nor attempt to influence, either directly, or indirectly, the employees to honor an existing picket line in the performance of their normal and customary duties as employees.

MANAGEMENT RIGHTS

SECTION 4. Management Rights

Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to engage in the following conduct:

1. Direct the work of its employees;
2. Hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City;
3. Discipline employees for proper cause;
4. Maintain the efficiency of governmental operations;
5. Relieve employees from duties because of lack of work;

6. Take action as may be necessary to carry out the City's mission and services in emergencies; and
7. Determine the methods, means and personnel by which the operations are to be carried out and require overtime work by City employees.

LAYOFFS

SECTION 5. Grounds for Layoff

Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, an employee may be laid off, reduced in classification or displaced by another employee.

Such layoff, reduction or displacement shall result from action of the City Manager or their designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal.

The City Manager shall recommend to the City Council each classification to be affected by any such change.

SECTION 6. Notice to Employees

The City shall notify the Association thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact.

An employee filling a full-time position shall be given fourteen (14) Calendar day's prior notice of lay off.

Employees transferred, reduced or displaced shall be given five (5) calendar days' notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

SECTION 7. Procedures for Layoff

Permanent employees, including employees who are in a probationary status as a result of a promotion, in classifications affected by a reduction in force shall be laid off based on seniority in City service; that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date.

SECTION 8. Tie Breaks

Provided that the seniority and hiring dates of two (2) employees are the same, retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice.

Retention points are as follows:

1. "Unsatisfactory" rating = 0 retention points
2. "Below Standard" rating = 6 retention points
3. "Standard" rating = 12 retention points
4. "Above Standard" rating = 18 retention points
5. "Outstanding" rating = 24 retention points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

SECTION 9. Reduction to a Vacant Position

An employee designated for layoff as a result of the elimination of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education or experience for such position.

If there is more than one qualified employee eligible to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the most seniority offered the position first, then the next most, etc.

If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply.

SECTION 10. Displacement Rights

An employee designated for layoff as a result of elimination of a position or classification may displace (*i.e.*, bump) an employee in a lower classification, if the employee previously held permanent status in such classification.

An employee who is bumped shall be laid off in the same manner as an employee whose position or classification is eliminated.

SECTION 11. Salary Placement

An employee who accepts appointment to a lower classification as a result of a displacement (*i.e.*, bumping) shall be placed on the step for the lower classification with the salary that most closely corresponds to, but in no case is higher than, the salary step of their previously held position.

The employee accepting such appointment shall receive a new salary anniversary date on the effective date of the appointment.

The employee shall, however, retain seniority while their name remains on a reemployment list or lists, as set forth in subsection 11.

SECTION 12. Reemployment List

The names of permanent employees who have been laid off under this section (including employees who bumped down to a lower classification) shall be placed, in order of seniority from most to least, on a reemployment list for their prior classification or any lower classification for which the employee is qualified by education or experience.

Persons on such lists shall retain eligibility for appointment to such classification(s) for a period for three (3) years from the date their names were placed on the list.

As a vacancy within such a classification becomes available, the name appearing at the top for the reemployment list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refuses the reemployment offer without good cause shall be permanently removed from the reemployment list without right of appeal.

Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

SECTION 13. Rights Upon Reemployment

If a person is reemployed by the City within three (3) years of their layoff, the employee's accumulated sick leave allowance, seniority and vacation accrual shall be maintained or reinstated to the extent that it has not been paid out, as the case may be.

Reemployed employees shall be placed on the same salary step previously held upon reemployment, unless the individual is reemployed in a lower related classification in which case the employee shall be placed on the step for the lower classification with the salary that most closely corresponds to, but in no case is higher than, the salary step of their previously held position.

SECTION 14. Seniority

For the purpose of this section, seniority shall be defined as a bargaining unit member's total, continuous employment in a position in the City's classified service.

Total, continuous employment is that which is uninterrupted by separation and includes the following: (1) actual time worked; (2) authorized leave of absence, both paid and unpaid; (3) family leave, military leave; and (4) industrial injury or illness leave. For purposes of this section, a leave of absence without pay is limited to a maximum of ninety (90) continuous days.

DISCIPLINE

SECTION 15. Employee Appeals from Disciplinary Actions

- A. Any permanent employee in the classified service who has been suspended, for a period of six (6) days or more, demoted, dismissed, or reduced in pay shall have a period of ten (10) days following written notification in which to file an appeal or answer the charges.
- B. The employee shall forthwith be given said written notification a statement of the extent and nature of any disciplinary action and a full explanation of the reasons for the action including specific information as to time and place of incidents.

- C. Each disciplinary action shall automatically be given administrative review by the City Manager, immediately after the written notification, and the City Manager may countermand the disciplinary action or modify the discipline imposed prior to any hearing.
- D. Appeals and requests for hearings shall be filed with the City Manager, and then immediately referred to the Los Angeles County Civil Service Commission or City Council, as the case may be.
- E. The Commission shall have the right to refuse to hold a hearing in any case in which the appellant fails to present sufficient grounds to warrant a hearing.
- F. Procedures for all hearings to be conducted by the Count shall be in accordance with the Rules of the Los Angeles County Civil Service Commission.
- G. Alternatively, employees may appeal discipline to binding arbitration pursuant to Article 6, Section 7.

GRIEVANCE PROCEDURE

SECTION 16. Definition of Terms

- A. Grievance - A grievance is a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of a memorandum of understanding. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written departmental or agency rule and/or policy or a specific provision of a memorandum of understanding.
- B. Grievant - A grievant is an employee or group of employees adversely affected by an act or omission of the agency.
- C. Day - A day is a calendar day.
- D. Immediate Supervisor - The first level supervisor of the Grievant.

SECTION 17. Matters Excluded from the Grievance Procedure

The grievance procedure is not intended to address the following types of issues:

1. Resolve complaints, requests or changes in wages, hours or working conditions;
2. Challenge the content of employee evaluations or performance reviews;
3. Challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase; or
4. Reduction in pay, demotion, suspensions or a termination, but is subject to the formal appeal process as outlined in Ordinance 586.

SECTION 18. Time Limits

- A. Compliance and Flexibility_ - With the written consent of both parties, the time limitation for any step may be extended or shortened.
- B. Calculation of Time Limits - Time limits for appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.
- C. Failure to Meet Timeliness – Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the Grievant in accordance with the time limits, the decision last made by the City shall be deemed final.

SECTION 19. Procedure

Grievances will be processed following the procedures set forth below.

- A. Level I - Within ten (10) days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days of the employee notifying the supervisor of the issue.
- B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) calendar days to file a formal written grievance after the employee's immediate supervisor is unable to resolve the grievance through the discussion process. Under no circumstances may a grievance be filed more than twenty-five (25) days from the date the employee knew or should have known of the incident giving rise to the grievance.

Procedure for Filing a Grievance:

In filing a grievance, the employee should set forth the following information:

1. The specific section of the departmental or agency rules or regulations

allegedly violated, misinterpreted or misapplied.

2. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
 3. The date or dates on which the violation, misinterpretation or misapplication occurred.
 4. What documents, witnesses or other evidence supports the grievant's position.
 5. The remedy requested.
- C. Level III - If the grievance is not resolved by the immediate supervisor the grievant may present the grievance in writing to the Department Head within five (5) days. The Department Head will respond in writing within ten (10) days.
- D. Level IV – See Article 5, Section 20, below.

SECTION 20. Grievance Conferences

Grievants and City representatives, upon request, shall have the right to a conference at any level of the grievance procedure.

SECTION 21: Binding Arbitration

A. Civil Claims

Both the City and individual employees covered by this MOU agree that the claims described in this Article shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act ("CAA") (Cal. Code Civ. Proc. Sec 1280 *et seq.*, including section 1283.05 and all of the CAA's other mandatory and permissive rights to discovery). Nothing in this MOU shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act ("FEHA"), Title VII of the Civil Rights Act of 1964 ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities

Act (“ADA”), and the Family and Medical Leave Act (“FMLA”), and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis, unless applicable law precludes binding arbitration. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article XXI is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

1. Notwithstanding the provisions of this Article, employees covered by this MOU may elect to file a claim for workers’ compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission (“EEOC”), California Civil Rights Department (“CRD”), California Department of Labor Standards Enforcement (“DLSE”), U.S. Department of Labor (“DOL”) and any similar state or federal agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.
2. To the fullest extent permitted by law, employees covered by this MOU agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.
3. The City shall bear the costs of any arbitration conducted pursuant to this Article, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, and the employee.
4. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this MOU are entitled to disciplinary appeal procedures under the City’s Personnel Merit System Administrative Code. Under Administrative Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period

of six (6) days or longer. In the alternative, the Parties agree that an employee covered by this MOU may opt to have these disciplinary actions be submitted to binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article, shall be for a court of law and not an arbitrator to decide.
4. Under this Section B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.

At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under the Grievance Procedure, Article 5, Section 16, of this MOU shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level III.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service ("SMCS"). If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this subsection shall be for a court of law and not an arbitrator to decide.
4. The Arbitrator's authority will be limited to interpreting the provisions of the MOU and the Arbitrator has no authority to add to, subtract from, or modify the MOU in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within thirty (30) days

after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.

- D. This Article is entered into under the CAA and the MMBA, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

ARTICLE 6 – OTHER PROVISIONS

SECTION 1. Drug-Free Workplace Statement and Substance Abuse Policy, Smoking Policy, and Break Policy

The City and Association will meet and confer on revisions to the City's drug-free workplace statement and substance abuse, non-smoking and break policies. Following the meet and confer, the employees will comply with the requirements set forth under that statement and those policies.

SECTION 2. Personnel File

The official personnel file of each employee shall be maintained in the Human Resources Department.

A unit member or Association representative authorized by the member, in writing, may review or obtain copies of material from the employee's file with the exception of material that includes ratings, reports or records which are obtained prior to the employment of the employee involved.

SECTION 3. Personnel File: Derogatory Material

The City shall provide an employee a copy of any derogatory material that the City intends to place in the employee's personnel file that the City may use for disciplinary purposes.

The City will request that the employee acknowledge receipt of such derogatory material prior to it being placed in the employee's personnel file. In the event that the employee refuses to acknowledge receipt, the City shall indicate that the employee refused to acknowledge such receipt.

Employees shall have the right to provide a written statement rebutting any such derogatory material. In the event that an employee provides such rebuttal, the City shall attach the employee's written statement to the derogatory material and place both documents in the employee's personnel file.

SECTION 4. Personnel File: Positive Material

All customer or citizen letters of a positive nature or any City commendations, letters of achievements and recognition will be placed in the employee's personnel file.

SECTION 5. New Employees

The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of their employment.

A. Employee Information

Within 30 days of the date of hire or promotion or by the first pay period of month following hire or promotion, the City shall provide to designated Association board members the following information regarding newly hired or promoted employees: (1) their name; (2) hire date; (3) job title; (4) department; (5) work location(s); (6) work telephone number; (7) home telephone number; (8) personal cellular phone number; (9) personal email address; (10) home address.

The City shall provide a list of such information for all employees in the bargaining unit at least once every 120 days.

The City shall provide this information regardless of whether the newly hired or promoted employee was previously employed by the City.

B. Requests to Refrain from the Disclosure of Employee Information

An employee may request that the City refrain from disclosing the employee's home telephone number, personal cellular telephone number and home address.

C. Orientation

Within 30 days of an employee's start date with the City or in the bargaining unit or as soon as practicable thereafter, the City will conduct a new employee orientation, either in person or virtually, for newly hired, promoted or demoted employees.

The City shall provide the Association written notice of new employee orientations at least 10 business days prior to the orientation, unless there is an urgent need critical to City's operations that was not reasonably foreseeable that created the need for shorter notice.

In the event that the City provides an in-person new employee orientation within 30 days of the start date of the new employee(s), Association representatives shall be permitted to make a presentation of up to 30 minutes, and present written materials written materials to new employees who attend.

In the event that the City does not provide an in-person new employee orientation within 30 days of the start date of the employee(s), the City shall work with the Union to schedule a time for the Association to make an in-person on-site presentation to the new employees. The City shall provide the Association an appropriate on-site meeting space within seven (7) days of receiving a request from the Association for such meeting space for this purpose.

At such on-site meetings, Association representatives shall be permitted to make a presentation of up to 30 minutes, and present written materials written materials to new employees who attend.

During the scheduled on-site meeting, the City will relieve the new employee(s) of their job duties, unless doing so would adversely affect the City's operations. In the event that the City determines that an employee cannot be released because their release would adversely affect City operations, the City will inform the employee of the next scheduled Union presentation or meeting with new employees, so that the employee shall have the opportunity to attend that presentation or meeting.

For employees who are not on duty during the scheduled on-site meeting, the City will compensate the employee as if they were on duty if they attend the meeting.

New employees shall have the opportunity to attend the Union presentation or meeting, whether provided as part of the City's new employee orientation or otherwise. The City will not require that new employees attend the Association presentation or meeting, if they elect not to attend.

SECTION 6. Association Dues Deductions

The City shall deduct dues on a regular payroll basis from the pay of Association members.

Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose.

The membership forms shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any dues deductions. The City shall remit such funds to the Association within 30 days following their deduction.

The City shall rely on a certification from the Association requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Association shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct all employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, Association Bylaws and this Agreement.

The City shall not deter or discourage employees or applicants for employment from becoming or remaining members of the Association, or from authorizing representation by the Associations or from authorizing dues or fee deductions to the Association.

SECTION 7. Reopener

A. Parties agree to reopener regarding the following subjects:

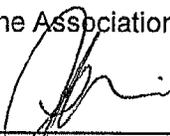
1. Upon completion of an FLSA audit, the Parties will reopen Article 2, Sections 18-

20. In the event that the Parties reopen Article 2, Sections 18-20, the Parties shall also reopen provisions of this Agreement related to leave and compensation for employees who are determined to be exempt from the FLSA.

2. Any amendments to the Personnel Merit System, or modification of Municipal Code.
3. Changes to the employee evaluation process, procedure, forms, and evaluation criteria.
4. In the event that the City proposes a city-wide policy on requests for reclassification, the Parties will reopen Article 1, Section 7.
5. In the event that another bargaining unit negotiates a higher maximum City contribution to employee health care premiums, the Parties will reopen Article 3, Section 1.

B. Parties agree that any and all changes proposed pursuant to this reopener provision can only be implemented by mutual agreement of the parties.

For the Association:



LaTonya Fair, President



Ryan Delgado, Vice President



Anthony Esparza, Vice President



Maria L. Cerritos, Treasurer



Eva Gettler, Secretary

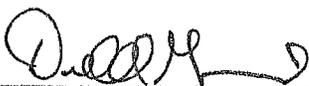


Vicky Barker, Chief Negotiator

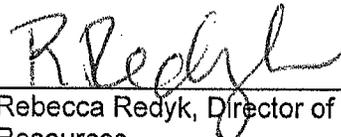


Date:

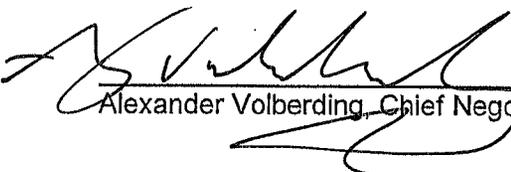
For the City of El Segundo:



Darrell George, City Manager



Rebecca Redyk, Director of Human Resources



Alexander Volberding, Chief Negotiator



Date:

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
Effective the first full pay period in October 2022 - 4%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
10/8/2022	10/8/2022		Crime Prevention Analyst I	SPEA	30S	Hourly	38.02	6590.07	79080.89
							39.92	6919.58	83034.93
							41.92	7265.55	87186.65
							44.01	7628.84	91546.04
							46.21	8010.28	96123.33
10/8/2022	10/8/2022		Deputy City Treasurer I	SPEA	30S	Hourly	38.02	6590.07	79080.89
							39.92	6919.58	83034.93
							41.92	7265.55	87186.65
							44.01	7628.84	91546.04
							46.21	8010.28	96123.33
10/8/2022	10/8/2022		Librarian I	SPEA	32S	Hourly	39.58	6861.39	82336.68
							41.56	7204.46	86453.58
							43.64	7564.68	90776.15
							45.82	7942.92	95315.00
							48.12	8340.06	100080.74
10/8/2022	10/8/2022		Administrative Analyst	SPEA	33S	Hourly	40.40	7002.15	84025.84
							42.42	7352.27	88227.24
							44.54	7719.88	92638.54
							46.76	8105.87	97270.49
							49.10	8511.16	102133.95
10/8/2022	10/8/2022		Property Owner Coordinator	SPEA	33S	Hourly	40.40	7002.15	84025.84
							42.42	7352.27	88227.24
							44.54	7719.88	92638.54
							46.76	8105.87	97270.49
							49.10	8511.16	102133.95
10/8/2022	10/8/2022		Recreation Supervisor	SPEA	33S	Hourly	40.40	7002.15	84025.84
							42.42	7352.27	88227.24
							44.54	7719.88	92638.54
							46.76	8105.87	97270.49
							49.10	8511.16	102133.95
10/8/2022	10/8/2022		Wellness Coordinator	SPEA	33S	Hourly	40.40	7002.15	84025.84
							42.42	7352.27	88227.24
							44.54	7719.88	92638.54
							46.76	8105.87	97270.49
							49.10	8511.16	102133.95
10/8/2022	10/8/2022		Crime Prevention Analyst II	SPEA	34S	Hourly	41.23	7146.44	85757.32
							43.29	7503.77	90045.20
							45.46	7878.96	94547.48
							47.73	8272.91	99274.91
							50.11	8686.55	104238.58
10/8/2022	10/8/2022		Equipment Maint. Supervisor	SPEA	37S	Hourly	43.85	7601.30	91215.57
							46.05	7981.37	95776.39
							48.35	8380.43	100565.21
							50.77	8799.45	105593.40
							53.30	9239.42	110873.07
10/8/2022	10/8/2022		Park Maintenance Supervisor	SPEA	37S	Hourly	43.85	7601.30	91215.57
							46.05	7981.37	95776.39
							48.35	8380.43	100565.21
							50.77	8799.45	105593.40
							53.30	9239.42	110873.07
10/8/2022	10/8/2022		Project Specialist/ Sr. Accountant	SPEA	37S	Hourly	43.85	7601.30	91215.57
							46.05	7981.37	95776.39
							48.35	8380.43	100565.21
							50.77	8799.45	105593.40
							53.30	9239.42	110873.07
10/8/2022	10/8/2022		Street Maintenance Supervisor	SPEA	37S	Hourly	43.85	7601.30	91215.57
							46.05	7981.37	95776.39
							48.35	8380.43	100565.21
							50.77	8799.45	105593.40
							53.30	9239.42	110873.07

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in October 2022 - 4%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
10/8/2022	10/8/2022		Water/Wastewater Supervisor	SPEA	37S	Hourly	43.85	7601.30	91215.57
							46.05	7981.37	95776.39
							48.35	8380.43	100565.21
							50.77	8799.45	105593.40
							53.30	9239.42	110873.07
10/8/2022	10/8/2022		Construction Coordinator	SPEA	38S	Hourly	44.77	7760.54	93126.51
							47.01	8148.58	97782.92
							49.36	8556.00	102671.96
							51.83	8983.80	107805.61
							54.42	9432.99	113195.85
10/8/2022	10/8/2022		GIS Analyst	SPEA	38S	Hourly	44.77	7760.54	93126.51
							47.01	8148.58	97782.92
							49.36	8556.00	102671.96
							51.83	8983.80	107805.61
							54.42	9432.99	113195.85
10/8/2022	10/8/2022		Program Coordinator	SPEA	38S	Hourly	44.77	7760.54	93126.51
							47.01	8148.58	97782.92
							49.36	8556.00	102671.96
							51.83	8983.80	107805.61
							54.42	9432.99	113195.85
10/8/2022	10/8/2022		RSI Design Coordinator	SPEA	38S	Hourly	44.77	7760.54	93126.51
							47.01	8148.58	97782.92
							49.36	8556.00	102671.96
							51.83	8983.80	107805.61
							54.42	9432.99	113195.85
10/8/2022	10/8/2022		Information Systems Developer	SPEA	39S	Hourly	45.71	7923.80	95085.62
							48.00	8319.99	99839.88
							50.40	8735.99	104831.88
							52.92	9172.79	110073.48
							55.57	9631.43	115577.16
10/8/2022	10/8/2022		Media Supervisor	SPEA	40S	Hourly	45.71	7923.80	95085.62
							48.00	8319.99	99839.88
							50.40	8735.99	104831.88
							52.92	9172.79	110073.48
							55.57	9631.43	115577.16
10/8/2022	10/8/2022		Accounting Supervisor	SPEA	40S	Hourly	48.08	8333.85	100006.20
							50.48	8750.54	105006.44
							53.01	9188.07	110256.82
							55.66	9647.47	115769.68
							58.44	10129.85	121558.15
10/8/2022	10/8/2022		Economic Development Analyst	SPEA	40S	Hourly	46.68	8091.12	97093.40
							49.01	8495.67	101948.00
							51.46	8920.45	107045.45
							54.04	9366.48	112397.75
							56.74	9834.80	118017.62
10/8/2022	10/8/2022		Police Records Supervisor	SPEA	40S	Hourly	46.68	8091.12	97093.40
							49.01	8495.67	101948.00
							51.46	8920.45	107045.45
							54.04	9366.48	112397.75
							56.74	9834.80	118017.62
10/8/2022	10/8/2022		Senior Administrative Analyst	SPEA	40S	Hourly	46.68	8091.12	97093.40
							49.01	8495.67	101948.00
							51.46	8920.45	107045.45
							54.04	9366.48	112397.75
							56.74	9834.80	118017.62
10/8/2022	10/8/2022		Associate Engineer	SPEA	42S	Hourly	48.68	8438.40	101260.85
							51.12	8860.32	106323.86
							53.67	9303.34	111640.09
							56.36	9768.51	117222.14
							59.17	10256.93	123083.13

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in October 2022 - 4%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
10/8/2022	10/8/2022		Facilities Maintenance Supervisor	SPEA	42S	Hourly	48.68	8438.40	101260.85
							51.12	8860.32	106323.86
							53.67	9303.34	111640.09
							56.36	9768.51	117222.14
							59.17	10256.93	123083.13
10/8/2022	10/8/2022		Plan Check Engineer	SPEA	42S	Hourly	48.68	8438.40	101260.85
							51.12	8860.32	106323.86
							53.67	9303.34	111640.09
							56.36	9768.51	117222.14
							59.17	10256.93	123083.13
10/8/2022	10/8/2022		Purchasing Agent	SPEA	42S	Hourly	48.68	8438.40	101260.85
							51.12	8860.32	106323.86
							53.67	9303.34	111640.09
							56.36	9768.51	117222.14
							59.17	10256.93	123083.13
10/8/2022	10/8/2022		RSI Supervisor	SPEA	42S	Hourly	48.68	8438.40	101260.85
							51.12	8860.32	106323.86
							53.67	9303.34	111640.09
							56.36	9768.51	117222.14
							59.17	10256.93	123083.13
10/8/2022	10/8/2022		Information System Specialist	SPEA	43S	Hourly	49.72	8618.58	103423.01
							52.21	9049.52	108594.22
							54.82	9501.99	114023.89
							57.56	9977.09	119725.13
							60.44	10475.94	125711.29
10/8/2022	10/8/2022		Senior Building Inspector	SPEA	44S	Hourly	50.79	8803.28	105639.33
							53.33	9243.45	110921.37
							55.99	9705.61	116467.35
							58.79	10190.90	122290.77
							61.73	10700.44	128405.22
10/8/2022	10/8/2022		Assistant Fire Marshall	SPEA	45S	Hourly	51.88	8992.60	107911.19
							54.47	9442.22	113306.67
							57.20	9914.34	118972.09
							60.06	10410.06	124920.68
							63.06	10930.56	131166.67
10/8/2022	10/8/2022		Emergency Management Coordinator	SPEA	45S	Hourly	51.88	8992.60	107911.19
							54.47	9442.22	113306.67
							57.20	9914.34	118972.09
							60.06	10410.06	124920.68
							63.06	10930.56	131166.67
10/8/2022	10/8/2022		Principal Environmental Specialist	SPEA	45S	Hourly	51.88	8992.60	107911.19
							54.47	9442.22	113306.67
							57.20	9914.34	118972.09
							60.06	10410.06	124920.68
							63.06	10930.56	131166.67
10/8/2022	10/8/2022		Senior Engineer Associate	SPEA	46S	Hourly	53.00	9186.63	110239.58
							55.65	9645.97	115751.63
							58.43	10128.26	121539.10
							61.35	10634.68	127616.11
							64.42	11166.41	133996.89
10/8/2022	10/8/2022		Technical Services Analyst	SPEA	47S	Hourly	54.15	9385.52	112626.26
							56.85	9854.80	118257.61
							59.70	10347.54	124170.51
							62.68	10864.92	130379.06
							65.82	11408.17	136897.99
10/8/2022	10/8/2022		Fire Marshal	SPEA	49S	Hourly	56.53	9798.34	117580.07
							59.36	10288.26	123459.15
							62.32	10802.68	129632.13
							65.44	11342.80	136113.62
							68.71	11909.94	142919.34

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in October 2022 - 4%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
10/8/2022	10/8/2022		Principal Planner	SPEA	52S	Hourly	60.33	10457.08	125484.90
							63.35	10979.94	131759.22
							66.51	11528.93	138347.16
							69.84	12105.37	145264.45
							73.33	12710.64	152527.69
10/8/2022	10/8/2022		Senior Planner	SPEA		Hourly	44.33	7684.73	92216.72
							46.55	8068.96	96827.58
							48.88	8472.41	101668.94
							51.32	8896.04	106752.42
							53.89	9340.83	112089.99
10/8/2022	10/8/2022		Senior Plan Check Engineer	SPEA	52S	Hourly	60.33	10457.08	125484.90
							63.35	10979.94	131759.22
							66.51	11528.93	138347.16
							69.84	12105.37	145264.45
							73.33	12710.64	152527.69
10/8/2022	10/8/2022		Environmental Safety Manager	SPEA	53S	Hourly	61.11	10593.16	127117.91
							64.17	11122.82	133473.85
							67.38	11678.96	140147.53
							70.75	12262.91	147154.92
							74.28	12876.05	154512.63

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in July 2023 - 2%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2023	7/1/2023	5759	Crime Prevention Analyst I	SPEA	30S	Hourly	38.78	6721.88	80662.51
							40.72	7057.97	84695.63
							42.75	7410.87	88930.39
							44.89	7781.41	93376.96
							47.14	8170.48	98045.80
7/1/2023	7/1/2023	5759	Deputy City Treasurer I	SPEA	30S	Hourly	38.78	6721.88	80662.51
							40.72	7057.97	84695.63
							42.75	7410.87	88930.39
							44.89	7781.41	93376.96
							47.14	8170.48	98045.80
7/1/2023	7/1/2023	5759	Librarian I	SPEA	32S	Hourly	40.38	6998.62	83983.41
							42.40	7348.55	88182.65
							44.52	7715.97	92591.67
							46.74	8101.78	97221.30
							49.08	8506.86	102082.35
7/1/2023	7/1/2023	5759	Administrative Analyst	SPEA	33S	Hourly	41.20	7142.20	85706.36
							43.27	7499.31	89991.78
							45.43	7874.28	94491.31
							47.70	8267.99	99215.90
							50.08	8681.39	104176.63
7/1/2023	7/1/2023	5759	Property Owner Coordinator	SPEA	33S	Hourly	41.20	7142.20	85706.36
							43.27	7499.31	89991.78
							45.43	7874.28	94491.31
							47.70	8267.99	99215.90
							50.08	8681.39	104176.63
7/1/2023	7/1/2023	5759	Recreation Supervisor	SPEA	33S	Hourly	41.20	7142.20	85706.36
							43.27	7499.31	89991.78
							45.43	7874.28	94491.31
							47.70	8267.99	99215.90
							50.08	8681.39	104176.63
7/1/2023	7/1/2023	5759	Wellness Coordinator	SPEA	33S	Hourly	41.20	7142.20	85706.36
							43.27	7499.31	89991.78
							45.43	7874.28	94491.31
							47.70	8267.99	99215.90
							50.08	8681.39	104176.63
7/1/2023	7/1/2023	5759	Crime Prevention Analyst II	SPEA	34S	Hourly	42.05	7289.37	87472.46
							44.16	7653.84	91846.10
							46.36	8036.54	96438.43
							48.68	8438.37	101260.40
							51.12	8860.28	106323.35
7/1/2023	7/1/2023	5759	Equipment Maint. Supervisor	SPEA	37S	Hourly	44.73	7753.32	93039.88
							46.97	8140.99	97691.91
							49.32	8548.04	102576.52
							51.78	8975.44	107705.27
							54.37	9424.21	113090.53
7/1/2023	7/1/2023	5759	Park Maintenance Supervisor	SPEA	37S	Hourly	44.73	7753.32	93039.88
							46.97	8140.99	97691.91
							49.32	8548.04	102576.52
							51.78	8975.44	107705.27
							54.37	9424.21	113090.53
7/1/2023	7/1/2023	5759	Project Specialist/ Sr. Accountant	SPEA	37S	Hourly	44.73	7753.32	93039.88
							46.97	8140.99	97691.91
							49.32	8548.04	102576.52
							51.78	8975.44	107705.27
							54.37	9424.21	113090.53
7/1/2023	7/1/2023	5759	Street Maintenance Supervisor	SPEA	37S	Hourly	44.73	7753.32	93039.88
							46.97	8140.99	97691.91
							49.32	8548.04	102576.52
							51.78	8975.44	107705.27
							54.37	9424.21	113090.53

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in July 2023 - 2%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2023	7/1/2023	5759	Water/Wastewater Supervisor	SPEA	37S	Hourly	44.73	7753.32	93039.88
							46.97	8140.99	97691.91
							49.32	8548.04	102576.52
							51.78	8975.44	107705.27
							54.37	9424.21	113090.53
7/1/2023	7/1/2023	5759	Construction Coordinator	SPEA	38S	Hourly	45.67	7915.75	94989.04
							47.95	8311.55	99738.58
							50.35	8727.12	104725.40
							52.87	9163.48	109961.72
							55.51	9621.65	115459.76
7/1/2023	7/1/2023	5759	GIS Analyst	SPEA	38S	Hourly	45.67	7915.75	94989.04
							47.95	8311.55	99738.58
							50.35	8727.12	104725.40
							52.87	9163.48	109961.72
							55.51	9621.65	115459.76
7/1/2023	7/1/2023	5759	Program Coordinator	SPEA	38S	Hourly	45.67	7915.75	94989.04
							47.95	8311.55	99738.58
							50.35	8727.12	104725.40
							52.87	9163.48	109961.72
							55.51	9621.65	115459.76
7/1/2023	7/1/2023	5759	RSI Design Coordinator	SPEA	38S	Hourly	45.67	7915.75	94989.04
							47.95	8311.55	99738.58
							50.35	8727.12	104725.40
							52.87	9163.48	109961.72
							55.51	9621.65	115459.76
7/1/2023	7/1/2023	5759	Information Systems Developer	SPEA	39S	Hourly	46.63	8082.28	96987.33
							48.96	8486.39	101836.67
							51.41	8910.71	106928.51
							53.98	9356.25	112274.94
							56.68	9824.06	117888.70
7/1/2023	7/1/2023	NA	Media Supervisor	SPEA	40S	Hourly	46.63	8082.28	96987.33
							48.96	8486.39	101836.67
							51.41	8910.71	106928.51
							53.98	9356.25	112274.94
							56.68	9824.06	117888.70
7/1/2023	7/1/2023	5759	Accounting Supervisor	SPEA	40S	Hourly	49.04	8500.53	102006.33
							51.49	8925.55	107106.57
							54.07	9371.83	112461.95
							56.77	9840.42	118085.08
							59.61	10332.44	123989.31
7/1/2023	7/1/2023	5759	Economic Development Analyst	SPEA	40S	Hourly	47.61	8252.94	99035.27
							49.99	8665.58	103986.96
							52.49	9098.86	109186.36
							55.12	9553.81	114645.71
							57.87	10031.50	120377.97
7/1/2023	7/1/2023	5759	Police Records Supervisor	SPEA	40S	Hourly	47.61	8252.94	99035.27
							49.99	8665.58	103986.96
							52.49	9098.86	109186.36
							55.12	9553.81	114645.71
							57.87	10031.50	120377.97
7/1/2023	7/1/2023	5759	Senior Administrative Analyst	SPEA	40S	Hourly	47.61	8252.94	99035.27
							49.99	8665.58	103986.96
							52.49	9098.86	109186.36
							55.12	9553.81	114645.71
							57.87	10031.50	120377.97
7/1/2023	7/1/2023	5759	Associate Engineer	SPEA	42S	Hourly	49.66	8607.17	103286.06
							52.14	9037.53	108450.34
							54.75	9489.41	113872.89
							57.48	9963.88	119566.59
							60.36	10462.07	125544.79

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in July 2023 - 2%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2023	7/1/2023	5759	Facilities Maintenance Supervisor	SPEA	42S	Hourly	49.66	8607.17	103286.06
							52.14	9037.53	108450.34
							54.75	9489.41	113872.89
							57.48	9963.88	119566.59
							60.36	10462.07	125544.79
7/1/2023	7/1/2023	5759	Plan Check Engineer	SPEA	42S	Hourly	49.66	8607.17	103286.06
							52.14	9037.53	108450.34
							54.75	9489.41	113872.89
							57.48	9963.88	119566.59
							60.36	10462.07	125544.79
7/1/2023	7/1/2023	5759	Purchasing Agent	SPEA	42S	Hourly	49.66	8607.17	103286.06
							52.14	9037.53	108450.34
							54.75	9489.41	113872.89
							57.48	9963.88	119566.59
							60.36	10462.07	125544.79
7/1/2023	7/1/2023	5759	RSI Supervisor	SPEA	42S	Hourly	49.66	8607.17	103286.06
							52.14	9037.53	108450.34
							54.75	9489.41	113872.89
							57.48	9963.88	119566.59
							60.36	10462.07	125544.79
7/1/2023	7/1/2023	5759	Information System Specialist	SPEA	43S	Hourly	50.72	8790.96	105491.47
							53.25	9230.51	110766.11
							55.92	9692.03	116304.37
							58.71	10176.64	122119.64
							61.65	10685.46	128225.52
7/1/2023	7/1/2023	5759	Senior Building Inspector	SPEA	44S	Hourly	51.80	8979.34	107752.12
							54.39	9428.32	113139.79
							57.11	9899.73	118796.70
							59.97	10394.72	124736.59
							62.97	10914.44	130973.33
7/1/2023	7/1/2023	5759	Assistant Fire Marshall	SPEA	45S	Hourly	52.92	9172.45	110069.41
							55.56	9631.07	115572.80
							58.34	10112.63	121351.53
							61.26	10618.26	127419.10
							64.32	11149.17	133790.01
7/1/2023	7/1/2023	5759	Emergency Management Coordinator	SPEA	45S	Hourly	52.92	9172.45	110069.41
							55.56	9631.07	115572.80
							58.34	10112.63	121351.53
							61.26	10618.26	127419.10
							64.32	11149.17	133790.01
7/1/2023	7/1/2023	5759	Principal Environmental Specialist	SPEA	45S	Hourly	52.92	9172.45	110069.41
							55.56	9631.07	115572.80
							58.34	10112.63	121351.53
							61.26	10618.26	127419.10
							64.32	11149.17	133790.01
7/1/2023	7/1/2023	5759	Senior Engineer Associate	SPEA	46S	Hourly	54.06	9370.36	112444.38
							56.76	9838.89	118066.66
							59.60	10330.82	123969.88
							62.58	10847.37	130168.43
							65.71	11389.74	136676.82
7/1/2023	7/1/2023	5759	Technical Services Analyst	SPEA	47S	Hourly	55.23	9573.23	114878.78
							57.99	10051.90	120622.76
							60.89	10554.49	126653.92
							63.94	11082.22	132986.64
							67.13	11636.33	139635.95
7/1/2023	7/1/2023	5759	Fire Marshal	SPEA	49S	Hourly	57.66	9994.31	119931.67
							60.54	10494.03	125928.33
							63.57	11018.73	132224.77
							66.75	11569.66	138835.89
							70.09	12148.14	145777.72

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in July 2023 - 2%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2023	7/1/2023	5759	Principal Planner	SPEA	52S	Hourly	61.54	10666.22	127994.60
							64.61	11199.53	134394.41
							67.84	11759.51	141114.11
							71.24	12347.48	148169.74
							74.80	12964.85	155578.24
7/1/2023	7/1/2023	5356	Senior Planner	SPEA		Hourly	45.22	7838.42	94061.05
							47.48	8230.34	98764.13
							49.86	8641.86	103702.32
							52.35	9073.96	108887.47
							54.97	9527.65	114331.79
7/1/2023	7/1/2023	5759	Senior Plan Check Engineer	SPEA	52S	Hourly	61.54	10666.22	127994.60
							64.61	11199.53	134394.41
							67.84	11759.51	141114.11
							71.24	12347.48	148169.74
							74.80	12964.85	155578.24
7/1/2023	7/1/2023	5759	Environmental Safety Manager	SPEA	53S	Hourly	62.34	10805.02	129660.27
							65.45	11345.28	136143.33
							68.73	11912.54	142950.48
							72.16	12508.17	150098.02
							75.77	13133.57	157602.89

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
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SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/13/2024	7/13/2024	5759	Crime Prevention Analyst I	SPEA	30S	Hourly	39.56	6856.31	82275.76
							41.53	7199.13	86389.54
							43.61	7559.08	90708.99
							45.79	7937.04	95244.50
							48.08	8333.89	100006.71
7/13/2024	7/13/2024	5759	Deputy City Treasurer I	SPEA	30S	Hourly	39.56	6856.31	82275.76
							41.53	7199.13	86389.54
							43.61	7559.08	90708.99
							45.79	7937.04	95244.50
							48.08	8333.89	100006.71
7/13/2024	7/13/2024	5759	Librarian I	SPEA	32S	Hourly	41.18	7138.59	85663.08
							43.24	7495.53	89946.30
							45.41	7870.29	94443.51
							47.68	8263.81	99165.73
							50.06	8677.00	104124.00
7/13/2024	7/13/2024	5759	Administrative Analyst	SPEA	33S	Hourly	42.03	7285.04	87420.49
							44.13	7649.30	91791.62
							46.34	8031.76	96381.14
							48.65	8433.35	101200.22
							51.09	8855.01	106260.16
7/13/2024	7/13/2024	5759	Property Owner Coordinator	SPEA	33S	Hourly	42.03	7285.04	87420.49
							44.13	7649.30	91791.62
							46.34	8031.76	96381.14
							48.65	8433.35	101200.22
							51.09	8855.01	106260.16
7/13/2024	7/13/2024	5759	Recreation Supervisor	SPEA	33S	Hourly	42.03	7285.04	87420.49
							44.13	7649.30	91791.62
							46.34	8031.76	96381.14
							48.65	8433.35	101200.22
							51.09	8855.01	106260.16
7/13/2024	7/13/2024	5759	Wellness Coordinator	SPEA	33S	Hourly	42.03	7285.04	87420.49
							44.13	7649.30	91791.62
							46.34	8031.76	96381.14
							48.65	8433.35	101200.22
							51.09	8855.01	106260.16
7/13/2024	7/13/2024	5759	Crime Prevention Analyst II	SPEA	34S	Hourly	42.90	7435.16	89221.91
							45.04	7806.92	93683.02
							47.29	8197.27	98367.20
							49.66	8607.13	103285.61
							52.14	9037.48	108449.81
7/13/2024	7/13/2024	5759	Equipment Maint. Supervisor	SPEA	37S	Hourly	45.63	7908.39	94900.68
							47.91	8303.81	99645.75
							50.30	8719.00	104628.05
							52.82	9154.95	109859.38
							55.46	9612.70	115352.34
7/13/2024	7/13/2024	5759	Park Maintenance Supervisor	SPEA	37S	Hourly	45.63	7908.39	94900.68
							47.91	8303.81	99645.75
							50.30	8719.00	104628.05
							52.82	9154.95	109859.38
							55.46	9612.70	115352.34
7/13/2024	7/13/2024	5759	Project Specialist/ Sr. Accountant	SPEA	37S	Hourly	45.63	7908.39	94900.68
							47.91	8303.81	99645.75
							50.30	8719.00	104628.05
							52.82	9154.95	109859.38
							55.46	9612.70	115352.34
7/13/2024	7/13/2024	5759	Street Maintenance Supervisor	SPEA	37S	Hourly	45.63	7908.39	94900.68
							47.91	8303.81	99645.75
							50.30	8719.00	104628.05
							52.82	9154.95	109859.38
							55.46	9612.70	115352.34

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
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SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/13/2024	7/13/2024	5759	Water/Wastewater Supervisor	SPEA	37S	Hourly	45.63	7908.39	94900.68
							47.91	8303.81	99645.75
							50.30	8719.00	104628.05
							52.82	9154.95	109859.38
							55.46	9612.70	115352.34
7/13/2024	7/13/2024	5759	Construction Coordinator	SPEA	38S	Hourly	46.58	8074.07	96888.82
							48.91	8477.78	101733.35
							51.36	8901.66	106819.91
							53.92	9346.75	112160.96
							56.62	9814.08	117768.96
7/13/2024	7/13/2024	5759	GIS Analyst	SPEA	38S	Hourly	46.58	8074.07	96888.82
							48.91	8477.78	101733.35
							51.36	8901.66	106819.91
							53.92	9346.75	112160.96
							56.62	9814.08	117768.96
7/13/2024	7/13/2024	5759	Program Coordinator	SPEA	38S	Hourly	46.58	8074.07	96888.82
							48.91	8477.78	101733.35
							51.36	8901.66	106819.91
							53.92	9346.75	112160.96
							56.62	9814.08	117768.96
7/13/2024	7/13/2024	5759	RSI Design Coordinator	SPEA	38S	Hourly	46.58	8074.07	96888.82
							48.91	8477.78	101733.35
							51.36	8901.66	106819.91
							53.92	9346.75	112160.96
							56.62	9814.08	117768.96
7/13/2024	7/13/2024	5759	Information Systems Developer	SPEA	39S	Hourly	47.56	8243.92	98927.08
							49.94	8656.12	103873.41
							52.44	9088.92	109067.08
							55.06	9543.37	114520.44
							57.81	10020.54	120246.47
7/13/2024	7/13/2024	NA	Media Supervisor	SPEA	40S	Hourly	47.56	8243.92	98927.08
							49.94	8656.12	103873.41
							52.44	9088.92	109067.08
							55.06	9543.37	114520.44
							57.81	10020.54	120246.47
7/13/2024	7/13/2024	5759	Accounting Supervisor	SPEA	40S	Hourly	50.02	8670.54	104046.45
							52.52	9104.06	109248.70
							55.15	9559.27	114711.19
							57.91	10037.23	120446.78
							60.80	10539.09	126469.10
7/13/2024	7/13/2024	5759	Economic Development Analyst	SPEA	40S	Hourly	48.57	8418.00	101015.98
							50.99	8838.89	106066.70
							53.54	9280.84	111370.09
							56.22	9744.88	116938.62
							59.03	10232.13	122785.53
7/13/2024	7/13/2024	5759	Police Records Supervisor	SPEA	40S	Hourly	48.57	8418.00	101015.98
							50.99	8838.89	106066.70
							53.54	9280.84	111370.09
							56.22	9744.88	116938.62
							59.03	10232.13	122785.53
7/13/2024	7/13/2024	5759	Senior Administrative Analyst	SPEA	40S	Hourly	48.57	8418.00	101015.98
							50.99	8838.89	106066.70
							53.54	9280.84	111370.09
							56.22	9744.88	116938.62
							59.03	10232.13	122785.53
7/13/2024	7/13/2024	5759	Associate Engineer	SPEA	42S	Hourly	50.65	8779.32	105351.79
							53.18	9218.28	110619.34
							55.84	9679.20	116150.35
							58.63	10163.16	121957.92
							61.57	10671.31	128055.68

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
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SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/13/2024	7/13/2024	5759	Facilities Maintenance Supervisor	SPEA	42S	Hourly	50.65	8779.32	105351.79
							53.18	9218.28	110619.34
							55.84	9679.20	116150.35
							58.63	10163.16	121957.92
							61.57	10671.31	128055.68
7/13/2024	7/13/2024	5759	Plan Check Engineer	SPEA	42S	Hourly	50.65	8779.32	105351.79
							53.18	9218.28	110619.34
							55.84	9679.20	116150.35
							58.63	10163.16	121957.92
							61.57	10671.31	128055.68
7/13/2024	7/13/2024	5759	Purchasing Agent	SPEA	42S	Hourly	50.65	8779.32	105351.79
							53.18	9218.28	110619.34
							55.84	9679.20	116150.35
							58.63	10163.16	121957.92
							61.57	10671.31	128055.68
7/13/2024	7/13/2024	5759	RSI Supervisor	SPEA	42S	Hourly	50.65	8779.32	105351.79
							53.18	9218.28	110619.34
							55.84	9679.20	116150.35
							58.63	10163.16	121957.92
							61.57	10671.31	128055.68
7/13/2024	7/13/2024	5759	Information System Specialist	SPEA	43S	Hourly	51.73	8966.77	107601.30
							54.32	9415.12	112981.43
							57.03	9885.87	118630.46
							59.89	10380.17	124562.03
							62.88	10899.17	130790.03
7/13/2024	7/13/2024	5759	Senior Building Inspector	SPEA	44S	Hourly	52.84	9158.93	109907.16
							55.48	9616.88	115402.59
							58.26	10097.72	121172.63
							61.17	10602.61	127231.32
							64.23	11132.73	133592.79
7/13/2024	7/13/2024	5759	Assistant Fire Marshall	SPEA	45S	Hourly	53.98	9355.90	112270.80
							56.68	9823.69	117884.26
							59.51	10314.88	123778.56
							62.48	10830.62	129967.48
							65.61	11372.15	136465.81
7/13/2024	7/13/2024	5759	Emergency Management Coordinator	SPEA	45S	Hourly	53.98	9355.90	112270.80
							56.68	9823.69	117884.26
							59.51	10314.88	123778.56
							62.48	10830.62	129967.48
							65.61	11372.15	136465.81
7/13/2024	7/13/2024	5759	Principal Environmental Specialist	SPEA	45S	Hourly	53.98	9355.90	112270.80
							56.68	9823.69	117884.26
							59.51	10314.88	123778.56
							62.48	10830.62	129967.48
							65.61	11372.15	136465.81
7/13/2024	7/13/2024	5759	Senior Engineer Associate	SPEA	46S	Hourly	55.14	9557.77	114693.26
							57.90	10035.67	120427.99
							60.79	10537.44	126449.28
							63.83	11064.32	132771.80
							67.02	11617.53	139410.36
7/13/2024	7/13/2024	5759	Technical Services Analyst	SPEA	47S	Hourly	56.33	9764.70	117176.36
							59.15	10252.93	123035.22
							62.11	10765.58	129187.00
							65.21	11303.86	135646.37
							68.48	11869.06	142428.67
7/13/2024	7/13/2024	5759	Fire Marshal	SPEA	49S	Hourly	58.81	10194.19	122330.31
							61.75	10703.91	128446.90
							64.84	11239.11	134869.27
							68.08	11801.05	141612.61
							71.49	12391.11	148693.28

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
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SPEA									
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7/13/2024	7/13/2024	5759	Principal Planner	SPEA	52S	Hourly	62.77	10879.54	130554.49
							65.90	11423.52	137082.29
							69.20	11994.70	143936.39
							72.66	12594.43	151133.14
							76.29	13224.15	158689.81
7/13/2024	7/13/2024	5356	Senior Planner	SPEA		Hourly	46.13	7995.19	95942.27
							48.43	8394.95	100739.41
							50.85	8814.70	105776.37
							53.40	9255.44	111065.22
							56.07	9718.20	116618.43
7/13/2024	7/13/2024	5759	Senior Plan Check Engineer	SPEA	52S	Hourly	62.77	10879.54	130554.49
							65.90	11423.52	137082.29
							69.20	11994.70	143936.39
							72.66	12594.43	151133.14
							76.29	13224.15	158689.81
7/13/2024	7/13/2024	5759	Environmental Safety Manager	SPEA	53S	Hourly	63.58	11021.12	132253.47
							66.76	11572.18	138866.19
							70.10	12150.79	145809.49
							73.61	12758.33	153099.98
							77.29	13396.25	160754.94

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in July 2025 - 2%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/12/2025	7/12/2025	5759	Crime Prevention Analyst I	SPEA	30S	Hourly	40.35	6993.44	83921.28
							42.36	7343.11	88117.33
							44.48	7710.26	92523.17
							46.71	8095.78	97149.39
							49.04	8500.57	102006.85
7/12/2025	7/12/2025	5759	Deputy City Treasurer I	SPEA	30S	Hourly	40.35	6993.44	83921.28
							42.36	7343.11	88117.33
							44.48	7710.26	92523.17
							46.71	8095.78	97149.39
							49.04	8500.57	102006.85
7/12/2025	7/12/2025	5759	Librarian I	SPEA	32S	Hourly	42.01	7281.36	87376.34
							44.11	7645.44	91745.23
							46.31	8027.70	96332.38
							48.63	8429.09	101149.04
							51.06	8850.54	106206.48
7/12/2025	7/12/2025	5759	Administrative Analyst	SPEA	33S	Hourly	42.87	7430.74	89168.90
							45.01	7802.29	93627.45
							47.26	8192.40	98308.76
							49.63	8602.02	103224.23
							52.11	9032.11	108385.36
7/12/2025	7/12/2025	5759	Property Owner Coordinator	SPEA	33S	Hourly	42.87	7430.74	89168.90
							45.01	7802.29	93627.45
							47.26	8192.40	98308.76
							49.63	8602.02	103224.23
							52.11	9032.11	108385.36
7/12/2025	7/12/2025	5759	Recreation Supervisor	SPEA	33S	Hourly	42.87	7430.74	89168.90
							45.01	7802.29	93627.45
							47.26	8192.40	98308.76
							49.63	8602.02	103224.23
							52.11	9032.11	108385.36
7/12/2025	7/12/2025	5759	Wellness Coordinator	SPEA	33S	Hourly	42.87	7430.74	89168.90
							45.01	7802.29	93627.45
							47.26	8192.40	98308.76
							49.63	8602.02	103224.23
							52.11	9032.11	108385.36
7/12/2025	7/12/2025	5759	Crime Prevention Analyst II	SPEA	34S	Hourly	43.75	7583.86	91006.35
							45.94	7963.06	95556.68
							48.24	8361.21	100334.54
							50.65	8779.28	105351.32
							53.18	9218.23	110618.81
7/12/2025	7/12/2025	5759	Equipment Maint. Supervisor	SPEA	37S	Hourly	46.54	8066.56	96798.69
							48.86	8469.89	101638.67
							51.31	8893.38	106720.61
							53.87	9338.05	112056.57
							56.57	9804.95	117659.39
7/12/2025	7/12/2025	5759	Park Maintenance Supervisor	SPEA	37S	Hourly	46.54	8066.56	96798.69
							48.86	8469.89	101638.67
							51.31	8893.38	106720.61
							53.87	9338.05	112056.57
							56.57	9804.95	117659.39
7/12/2025	7/12/2025	5759	Project Specialist/ Sr. Accountant	SPEA	37S	Hourly	46.54	8066.56	96798.69
							48.86	8469.89	101638.67
							51.31	8893.38	106720.61
							53.87	9338.05	112056.57
							56.57	9804.95	117659.39
7/12/2025	7/12/2025	5759	Street Maintenance Supervisor	SPEA	37S	Hourly	46.54	8066.56	96798.69
							48.86	8469.89	101638.67
							51.31	8893.38	106720.61
							53.87	9338.05	112056.57
							56.57	9804.95	117659.39

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in July 2025 - 2%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/12/2025	7/12/2025	5759	Water/Wastewater Supervisor	SPEA	37S	Hourly	46.54	8066.56	96798.69
							48.86	8469.89	101638.67
							51.31	8893.38	106720.61
							53.87	9338.05	112056.57
							56.57	9804.95	117659.39
7/12/2025	7/12/2025	5759	Construction Coordinator	SPEA	38S	Hourly	47.51	8235.55	98826.60
							49.89	8647.33	103768.02
							52.38	9079.69	108956.31
							55.00	9533.68	114404.18
							57.75	10010.36	120124.34
7/12/2025	7/12/2025	5759	GIS Analyst	SPEA	38S	Hourly	47.51	8235.55	98826.60
							49.89	8647.33	103768.02
							52.38	9079.69	108956.31
							55.00	9533.68	114404.18
							57.75	10010.36	120124.34
7/12/2025	7/12/2025	5759	Program Coordinator	SPEA	38S	Hourly	47.51	8235.55	98826.60
							49.89	8647.33	103768.02
							52.38	9079.69	108956.31
							55.00	9533.68	114404.18
							57.75	10010.36	120124.34
7/12/2025	7/12/2025	5759	RSI Design Coordinator	SPEA	38S	Hourly	47.51	8235.55	98826.60
							49.89	8647.33	103768.02
							52.38	9079.69	108956.31
							55.00	9533.68	114404.18
							57.75	10010.36	120124.34
7/12/2025	7/12/2025	5759	Information Systems Developer	SPEA	39S	Hourly	48.51	8408.80	100905.62
							50.94	8829.24	105950.87
							53.48	9270.70	111248.42
							56.16	9734.24	116810.85
							58.97	10220.95	122651.40
7/12/2025	7/12/2025	NA	Media Supervisor	SPEA	40S	Hourly	48.51	8408.80	100905.62
							50.94	8829.24	105950.87
							53.48	9270.70	111248.42
							56.16	9734.24	116810.85
							58.97	10220.95	122651.40
7/12/2025	7/12/2025	5759	Accounting Supervisor	SPEA	40S	Hourly	51.02	8843.95	106127.38
							53.57	9286.14	111433.67
							56.25	9750.45	117005.42
							59.07	10237.98	122855.71
							62.02	10749.87	128998.48
7/12/2025	7/12/2025	5759	Economic Development Analyst	SPEA	40S	Hourly	49.54	8586.36	103036.29
							52.01	9015.67	108188.03
							54.61	9466.46	113597.49
							57.34	9939.78	119277.39
							60.21	10436.77	125241.24
7/12/2025	7/12/2025	5759	Police Records Supervisor	SPEA	40S	Hourly	49.54	8586.36	103036.29
							52.01	9015.67	108188.03
							54.61	9466.46	113597.49
							57.34	9939.78	119277.39
							60.21	10436.77	125241.24
7/12/2025	7/12/2025	5759	Senior Administrative Analyst	SPEA	40S	Hourly	49.54	8586.36	103036.29
							52.01	9015.67	108188.03
							54.61	9466.46	113597.49
							57.34	9939.78	119277.39
							60.21	10436.77	125241.24
7/12/2025	7/12/2025	5759	Associate Engineer	SPEA	42S	Hourly	51.66	8954.90	107458.82
							54.25	9402.64	112831.73
							56.96	9872.78	118473.36
							59.81	10366.42	124397.08
							62.80	10884.73	130616.80

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in July 2025 - 2%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/12/2025	7/12/2025	5759	Facilities Maintenance Supervisor	SPEA	42S	Hourly	51.66	8954.90	107458.82
							54.25	9402.64	112831.73
							56.96	9872.78	118473.36
							59.81	10366.42	124397.08
							62.80	10884.73	130616.80
7/12/2025	7/12/2025	5759	Plan Check Engineer	SPEA	42S	Hourly	51.66	8954.90	107458.82
							54.25	9402.64	112831.73
							56.96	9872.78	118473.36
							59.81	10366.42	124397.08
							62.80	10884.73	130616.80
7/12/2025	7/12/2025	5759	Purchasing Agent	SPEA	42S	Hourly	51.66	8954.90	107458.82
							54.25	9402.64	112831.73
							56.96	9872.78	118473.36
							59.81	10366.42	124397.08
							62.80	10884.73	130616.80
7/12/2025	7/12/2025	5759	RSI Supervisor	SPEA	42S	Hourly	51.66	8954.90	107458.82
							54.25	9402.64	112831.73
							56.96	9872.78	118473.36
							59.81	10366.42	124397.08
							62.80	10884.73	130616.80
7/12/2025	7/12/2025	5759	Information System Specialist	SPEA	43S	Hourly	52.77	9146.11	109753.32
							55.40	9603.42	115241.06
							58.17	10083.59	121003.07
							61.08	10587.77	127053.27
							64.14	11117.15	133405.83
7/12/2025	7/12/2025	5759	Senior Building Inspector	SPEA	44S	Hourly	53.90	9342.11	112105.30
							56.59	9809.22	117710.64
							59.42	10299.67	123596.09
							62.39	10814.66	129775.94
							65.51	11355.39	136264.65
7/12/2025	7/12/2025	5759	Assistant Fire Marshall	SPEA	45S	Hourly	55.06	9543.02	114516.22
							57.81	10020.16	120241.94
							60.70	10521.18	126254.13
							63.73	11047.24	132566.83
							66.92	11599.59	139195.12
7/12/2025	7/12/2025	5759	Emergency Management Coordinator	SPEA	45S	Hourly	55.06	9543.02	114516.22
							57.81	10020.16	120241.94
							60.70	10521.18	126254.13
							63.73	11047.24	132566.83
							66.92	11599.59	139195.12
7/12/2025	7/12/2025	5759	Principal Environmental Specialist	SPEA	45S	Hourly	55.06	9543.02	114516.22
							57.81	10020.16	120241.94
							60.70	10521.18	126254.13
							63.73	11047.24	132566.83
							66.92	11599.59	139195.12
7/12/2025	7/12/2025	5759	Senior Engineer Associate	SPEA	46S	Hourly	56.24	9748.93	116987.13
							59.06	10236.38	122836.55
							62.01	10748.19	128978.27
							65.11	11285.60	135427.24
							68.36	11849.88	142198.57
7/12/2025	7/12/2025	5759	Technical Services Analyst	SPEA	47S	Hourly	57.46	9959.99	119519.89
							60.33	10457.99	125495.92
							63.35	10980.89	131770.74
							66.52	11529.94	138359.30
							69.84	12106.44	145277.24
7/12/2025	7/12/2025	5759	Fire Marshal	SPEA	49S	Hourly	59.99	10398.08	124776.91
							62.99	10917.99	131015.84
							66.14	11463.89	137566.65
							69.44	12037.07	144444.86
							72.92	12638.93	151667.14

SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SPEA) PAY SCHEDULE
 Effective the first full pay period in July 2025 - 2%

SPEA									
Supervisory and Professional Employees Association									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/12/2025	7/12/2025	5759	Principal Planner	SPEA	52S	Hourly	64.02	11097.13	133165.58
							67.22	11652.00	139823.94
							70.58	12234.59	146815.12
							74.11	12846.32	154155.80
							77.82	13488.63	161863.60
7/12/2025	7/12/2025	5356	Senior Planner	SPEA		Hourly	47.05	8155.09	97861.12
							49.40	8562.85	102754.20
							51.87	8990.99	107891.90
							54.46	9440.54	113286.52
							57.19	9912.57	118950.80
7/12/2025	7/12/2025	5759	Senior Plan Check Engineer	SPEA	52S	Hourly	64.02	11097.13	133165.58
							67.22	11652.00	139823.94
							70.58	12234.59	146815.12
							74.11	12846.32	154155.80
							77.82	13488.63	161863.60
7/12/2025	7/12/2025	5759	Environmental Safety Manager	SPEA	53S	Hourly	64.86	11241.55	134898.54
							68.10	11803.63	141643.52
							71.50	12393.81	148725.68
							75.08	13013.50	156161.98
							78.83	13664.17	163970.04

RESOLUTION NO. Number
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
005 EL SEGUNDO SUPERVISORY AND PROFESSIONAL EMPLOYEES'
ASSOCIATION

- WHEREAS, (1) **City of El Segundo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **El Segundo Supervisory and Professional Employees' Association**; and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of **\$1,700.00** per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (b) **City of El Segundo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **City of El Segundo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **City of El Segundo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the City Clerk to file with the Board a verified copy of this resolution, and to perform on behalf of **City of El Segundo** all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on **June 1, 2023**.

Adopted at a regular meeting of the El Segundo City Council at El Segundo, CA, this 18th day of April, 2023.

Signed:

Drew Boyles, Mayor

Attest:

Tracy Weaver, City Clerk

Approved to Form:

Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: April 18, 2023

Agenda Heading: Staff Presentations

Item Number: D.17

TITLE:

Conversion of Two-way Stop Signs to Four-way Stop Signs at Whiting Street and West Pine Avenue Intersection

RECOMMENDATION:

1. Consider a request to convert two-way stop signs to four-way stop signs at the intersection of Whiting Street and West Pine Avenue.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Installation of four-way stop signs at this intersection is estimated to cost \$500. This cost can be absorbed via City's adopted FY 2022-2023 Annual Budget.

BACKGROUND:

A number of residents in the vicinity of Whiting Street and West Pine Avenue have requested City Council consideration to convert the existing two-way stop signs to four-way stop signs at the intersection of Whiting Street and West Pine Avenue. Currently, the intersection is a two-way stop-controlled intersection, with stop signs at Whiting Street. Please see attached map.

The installation of four-way stop signs was referred to the Traffic Committee, which consists of Public Works and Police Department staff. The Traffic Committee authorized a warrant analysis to be performed in accordance with the California Manual on Uniform Traffic Control Devices (MUTCD). A warrant is a condition that an intersection must meet to justify installation of four-way stop signs. In summary, the warrant considerations for four-way stop signs consist of:

1. Site accident history
2. Roadway user volume
3. Sight visibility

Installation of four-way Stop Signs at the intersection of Whiting St. at W. Pine Ave.

April 18, 2023

Page 2 of 3

4. Types of streets

If a warrant is met, the requirement for installation of four-way stop signs is satisfied.

In accordance with MUTCD, four-way stop signs cannot and should not be installed as a traffic calming device to slow down traffic. Installation of stop signs does not guarantee reduced vehicle speeds or safer driving conditions. A four-way stop should be installed when certain conditions are met with regard to accident history, types of collisions, traffic and roadway user volumes, sight visibility, and types of streets. Please see attachment 4 for California MUTCD Section 2B.07 for more guidance. Improper or unwarranted installation of four-way stop signs at any intersection may have an adverse impact on the traffic operation of that intersection and potentially present unsafe conditions, liability, and financial exposure for the City. Consequently, staff recommends not installing a four-way stop sign at intersections where the warrants are not met in accordance with MUTCD.

DISCUSSION:

At the direction of the Traffic Committee, a warrant analysis was performed by a licensed traffic engineer, utilizing the latest accident history, and determined that a four-way stop at this intersection did not meet the warrants. In lieu of installing four-way stop signs at this intersection, staff recommend extending the red curbs by 20 feet along four corners of the intersection as shown on the attached map. Extension of the red curb will improve the site-visibility at this intersection.

CONCLUSION

Based on the result of the performed warrant analysis, staff recommends not to convert the two-way stop signs at this intersection to four-way stop signs since the current two-way stop signs meet the MUTCD requirements. Alternatively, it is a staff recommendation to extend the red curb by 20' at all four corners of this intersection. It is the City Council's prerogative to discuss further and direct staff to convert the two-way stop signs to four-way stop signs at this intersection.

CITY STRATEGIC PLAN COMPLIANCE:

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

Objective 1A: El Segundo Provides unparalleled service to internal and external customers.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Installation of four-way Stop Signs at the intersection of Whiting St. at W. Pine Ave.

April 18, 2023

Page 3 of 3

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

PREPARED BY:

Lifan Xu, City Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

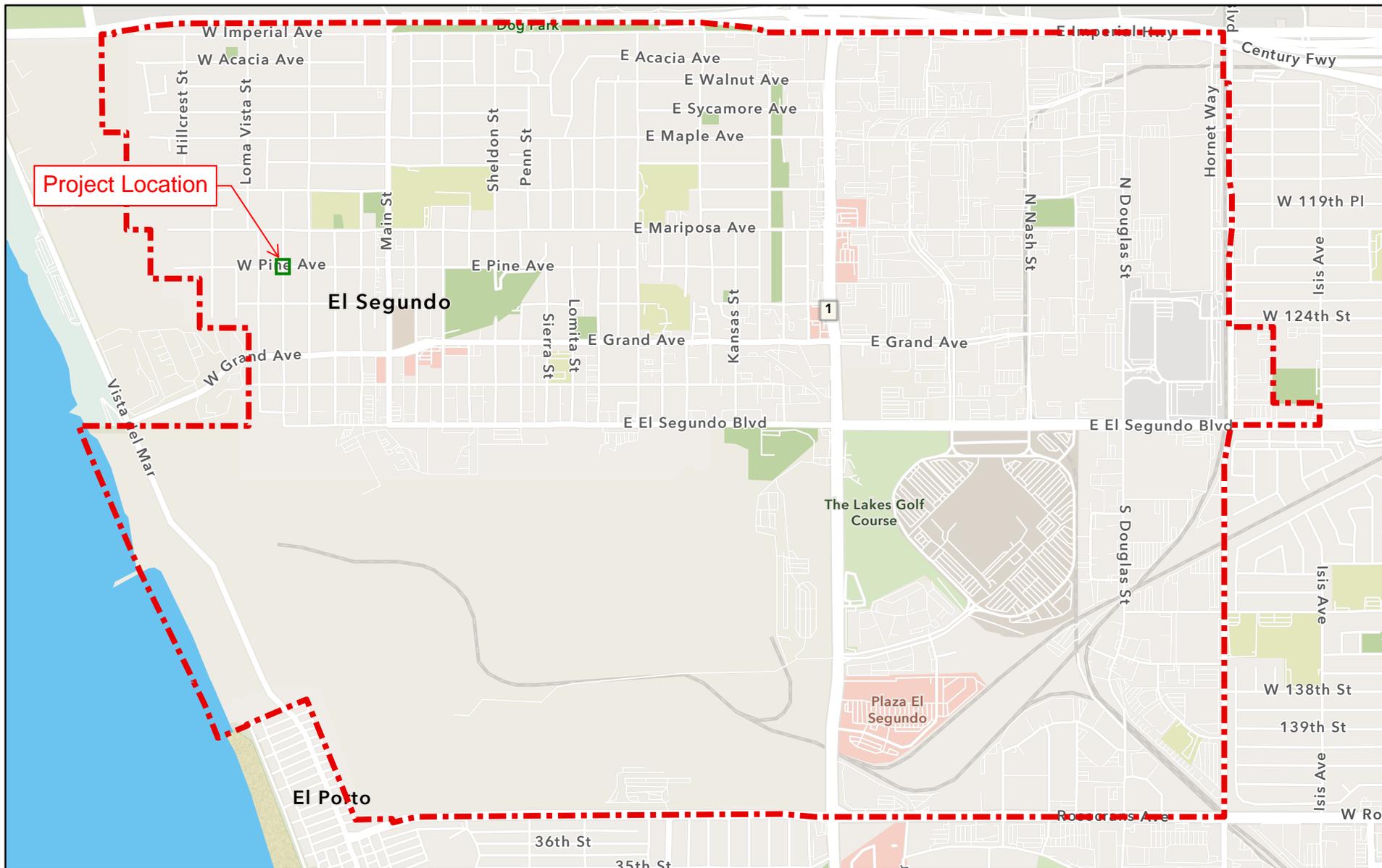
APPROVED BY:

Barbara Voss, Deputy City Manager

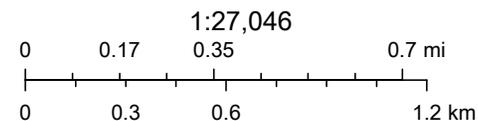
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map
2. Location Map
3. Aerial Map
4. California MUTCD section # 2B .07
5. 4-WayStop_Warrant_Analysis_Pine-Whiting

Whiting St. and Pine Ave. Intersection - Vicinity Map

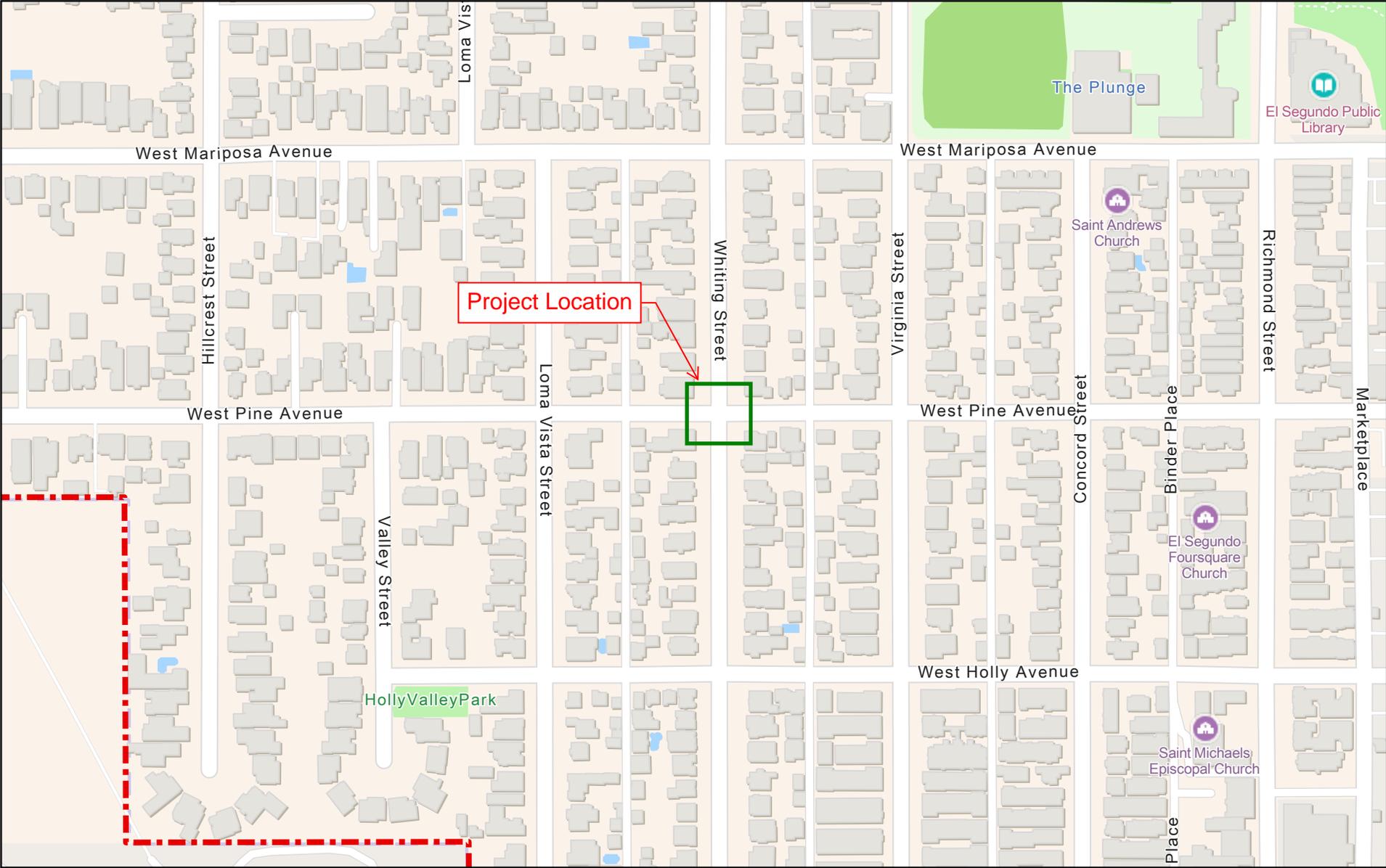


4/11/2023

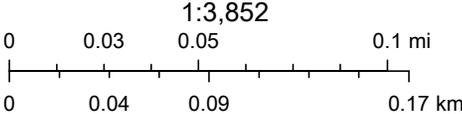


City of El Segundo, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

Whiting St. and Pine Ave. Intersection - Location Map

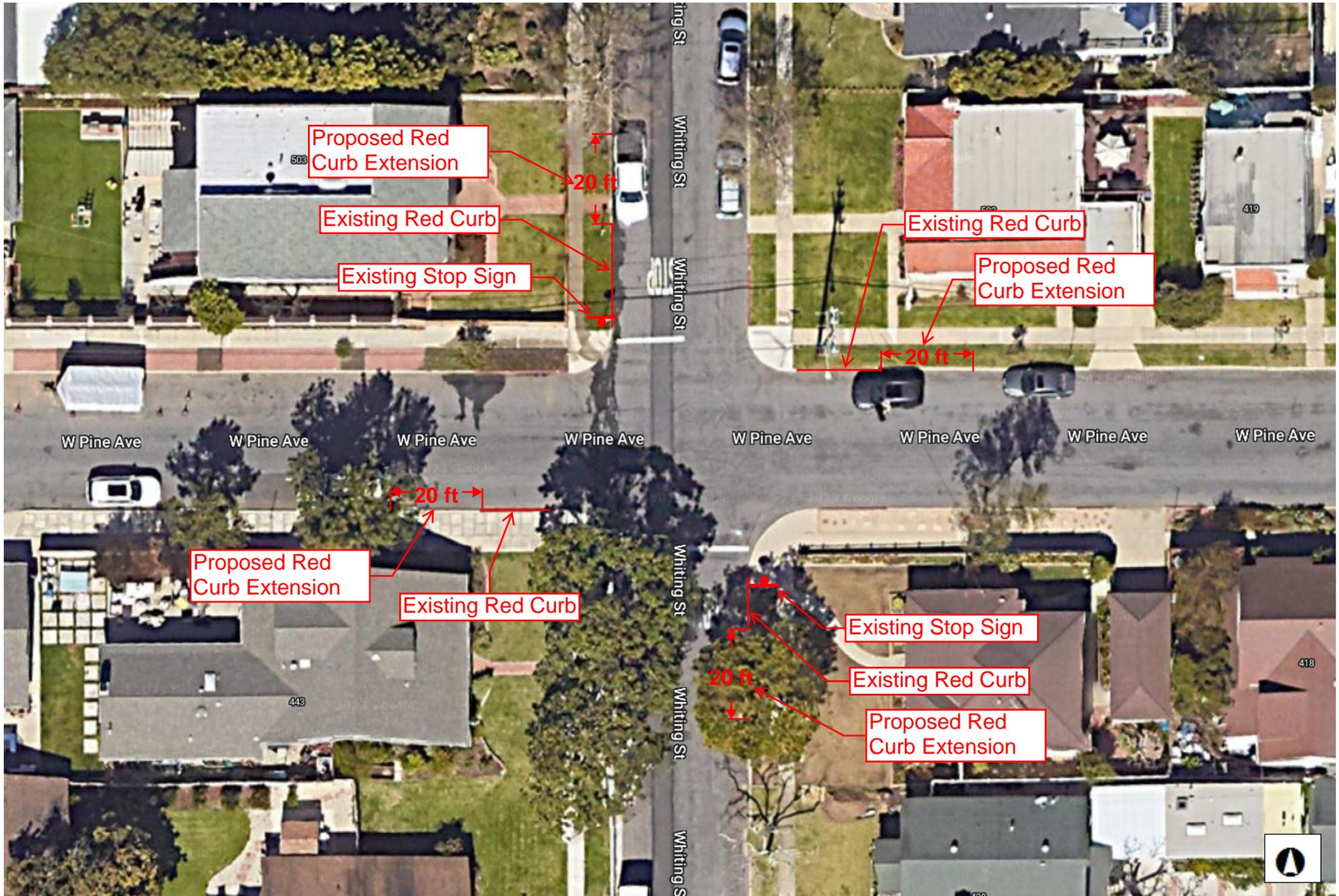


4/11/2023



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

Whiting St. and Pine Ave. Intersection - Aerial Map



California Manual on Uniform Traffic Control Devices

FHWA's MUTCD 2009 Edition, including Revisions 1 & 2 as amended for use in California.

Attachment 4: California MUTCD Section #2B.07

2014 Edition

Revision 6 (March 30, 2021)

State of California
California State Transportation Agency
Department of Transportation



Support:

¹⁷ Caltrans will grant such permission only when an investigation indicates that the STOP (R1-1) sign will benefit traffic.

Section 2B.06 STOP Sign Applications

Guidance:

⁰¹ At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).

⁰² The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

Support:

⁰³ The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

⁰¹ Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

⁰² The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

⁰³ The decision to install multi-way stop control should be based on an engineering study.

⁰⁴ The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
 - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
 - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
 - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

⁰⁵ Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Section 2B.08 YIELD Sign (R1-2)

Standard:

01 The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.

Support:

02 The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down to a speed that is reasonable for the existing conditions or stop when necessary to avoid interfering with conflicting traffic.

Section 2B.09 YIELD Sign Applications

Option:

01 YIELD signs may be installed:

- A. On the approaches to a through street or highway where conditions are such that a full stop is not always required.
- B. At the second crossroad of a divided highway, where the median width at the intersection is 30 feet or greater. In this case, a STOP or YIELD sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
- C. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
- D. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
- E. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.

Standard:

02 A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout. YIELD signs at roundabouts shall be used to control the approach roadways and shall not be used to control the circulatory roadway.

03 Other than for all of the approaches to a roundabout, YIELD signs shall not be placed on all of the approaches to an intersection.

Section 2B.10 STOP Sign or YIELD Sign Placement

Standard:

01 The STOP or YIELD sign shall be installed on the near side of the intersection on the right-hand side of the approach to which it applies. When the STOP or YIELD sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see Section 2C.36) shall be installed in advance of the STOP sign or a Yield Ahead sign (see Section 2C.36) shall be installed in advance of the YIELD sign.

02 The STOP or YIELD sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.

02a YIELD signs shall not be erected upon the approaches to more than one of the intersecting streets. Refer to CVC 21356.

03 STOP signs and YIELD signs shall not be mounted on the same post.

04 No items other than inventory stickers, sign installation dates, and bar codes shall be affixed to the fronts of STOP or YIELD signs, and the placement of these items shall be in the border of the sign.

05 No items other than official traffic control signs, inventory stickers, sign installation dates, anti-vandalism stickers, and bar codes shall be mounted on the backs of STOP or YIELD signs.

06 No items other than retroreflective strips (see Section 2A.21) or official traffic control signs shall be mounted on the fronts or backs of STOP or YIELD signs supports.

**CITY OF EL SEGUNDO
INTEROFFICE MEMORANDUM**

TO: LIFAN XU, CITY ENGINEER
FROM: RICHARD GARLAND, CONTRACT TRAFFIC ENGINEER
SUBJECT: WARRANT ANALYSIS FOR 4-WAY STOP SIGNS
PINE AVENUE/WHITING STREET INTERSECTION
DATE: NOVEMBER 14, 2022

I have evaluated the intersection of Pine Avenue and Whiting Street for the possibility of installing stop signs on Pine Avenue to create a 4-way stop. Stop signs are currently in place on the Whiting Street approaches to this intersection. The analysis is based on the guidelines cited in the California Manual on Uniform Traffic Control Devices (MUTCD), which states that a multi-way stop may be warranted if the volume of vehicular traffic entering the intersection from the major street (Pine Avenue) averages at least 300 vehicles per hour for any 8 hours of an average day and the combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street (Whiting Street) averages at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the highest hour.

The manual also states that a multiway stop may be warranted if there are 5 or more reported collisions in a 12-month period that are susceptible to correction by a multiway stop installation. Data obtained from the City of El Segundo Police Department indicated that there was only one reported collision at this intersection over a three-year period (September 2019 to September 2022).

With regard to traffic volumes, it was observed that there were 91 vehicles on Pine Avenue and 42 vehicles, 22 pedestrians, and 3 bicycles on Whiting Street (67 units) during the morning peak hour. As these peak hour volumes are well below the thresholds cited in the manual (300 vehicles on the major street and 200 vehicles, pedestrians, and bicycles on the minor street) and as the thresholds should be met for 8 hours of the day (not just the peak hour), 4-way stop signs are not warranted at this intersection based on volumes.

A measurement of the sight distance along Pine Avenue for motorists stopped on Whiting Street indicates that the visibility to the east is about 230 feet while the visibility to the west is about 300 feet because of a hill/vertical curve. These sight distances are sufficient and do not indicate that a 4-way stop is needed because the acceptable stopping sight distance for a street with a 25-mph speed limit is 155 feet (Source: "A Policy on Geometric Design of Highways and Streets, AASHTO").

Based on these observations, stop signs on Pine Avenue to create a 4-way stop at its intersection with Whiting Street are not warranted because the traffic volumes and collision statistics at this intersection are well below the threshold values cited in the manual. The adverse impacts of installing unwarranted stop signs are that they create unnecessary delays to motorists, increased noise levels for nearby residents, increased fuel consumption, and increased emissions.



City Council Agenda Statement
Meeting Date: April 18, 2023
Agenda Heading: Council Member Baldino
Item Number: 18

TITLE:

Discuss Retaining a Lobbyist to Advocate on Behalf of the City

RECOMMENDATION:

1. Discuss possibly retaining a lobbyist to advocate on behalf of the City.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The estimated cost is \$40,000 - \$50,000 per year.

BACKGROUND:

The City would benefit from the services of a lobbyist to advocate for or against legislation in alignment with the City's Legislative Platform.

DISCUSSION:

A lobbyist may assist the City with the following:

- Assist with monitoring and processing proposed Hyperion Bill AB1216.
- Engage in advocacy on behalf of the City on federal or state matters and on City-sponsored legislative proposals in consultation with the City Council, City Executives or other staff.
- Advocate on behalf of the City and maintain liaison between the Administration, Legislature, Federal and State Agencies and Departments as determined by the City.
- Provide expertise in regulatory and legislative strategy and techniques to facilitate legislation and regulations through the process.
- Respond to issues and assist the City in providing appropriate communication to key legislators and regulators.
- Identify effective advocacy strategies, identify possible pitfalls, and provide an

Discuss Retaining a Lobbyist

April 18, 2023

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- understanding of the political climate in the state.
- Draft persuasive language in support of advocacy efforts.
- Monitor the legislative and regulatory process regarding specific issues within the City's identified priorities, as well as, identifying other issues that may affect City departments.
- Develop and evaluate strategies for the support, opposition, or amending of pending legislation and regulations.
- Provide assistance in securing state support for local and regional legislation and projects and develop strategies to gain concurrence from the Governor and his administration.
- Coordinate advocacy trips to Sacramento to meet with the City's legislative delegation, as well as legislators that serve on committees relevant to the City's agenda.

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.

ATTACHED SUPPORTING DOCUMENTS:

None