



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 18, 2025

5:00 PM CLOSED SESSION
6:00 PM OPEN SESSION

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

Chris Pimentel, Mayor
Ryan W. Baldino, Mayor Pro Tem
Drew Boyles, Council Member
Lance Giroux, Council Member
Michelle Keldorf, Council Member

Susan Truax, City Clerk

Executive Team

Darrell George, City Manager
Barbara Voss, Deputy City Manager
Saul Rodriguez, Police Chief
Michael Allen, Community Development Dir.
Rebecca Redyk, HR/Risk Management Dir.
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
Paul Chung, CFO/City Treasurer
George Avery, Fire Chief
Elias Sassoon, Public Works Dir.
Paul Silverstein, Interim IT Director

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.

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.

5:00 PM CLOSED SESSION – CALL TO ORDER / ROLL CALL

PUBLIC COMMUNICATION – (RELATED TO CITY BUSINESS ONLY –UP-TO 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 CITY’S LABOR NEGOTIATOR (GOV’T CODE §54957.6): -1-MATTER(S)

Employee Organizations: Police Officers’ Association (POA)

Agency Designated Representative: Laura Drottz Kalty, City Manager, Darrell George, and Human Resources Director, Rebecca Redyk

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

INVOCATION – Pastor Rob McKenna, The Bridge

PLEDGE OF ALLEGIANCE – Council Member Giroux

SPECIAL PRESENTATIONS

PUBLIC COMMUNICATIONS – (RELATED TO CITY BUSINESS ONLY – UP-TO 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)

A. PROCEDURAL MOTIONS

Read All Ordinances and Resolutions on the Agenda by Title Only

Recommendation -

Approval

B. CONSENT

1. City Council Meeting Minutes

Recommendation -

1. Approve Special and Regular City Council Meeting minutes of November 4, 2025.
2. Alternatively, discuss and take other action related to this item.

2. Warrant Demand Register for October 20, 2025 through November 2, 2025

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 8C-EFT, 8C-Manual Checks, 8C-Payroll Warrant, and 9A: warrant numbers 3057634 through 3057640, 3070080 through 3070288, 9003426, and 9100002 through 9100007.
3. Alternatively, discuss and take other action related to this item.

3. Replacement of a Subcontractor for the Construction of the Urho Saari Swim Stadium/Plunge Renovation Project

Recommendation -

1. Approve the substitution of a subcontractor other than that designated in the original bid on Agreement No. 6864 for the Urho Saari Swim Stadium/Plunge Renovation Project.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

4. Introduction of an Ordinance to Amend Development Agreement No. 5751 for Beach Cities Media Campus

Recommendation -

-
1. Find the project exempt from further environmental review pursuant to the California Environmental Quality Act ("CEQA") Guidelines §15060(c)(3) and §15061(b)(3), as the ordinance does not constitute a "project" within the meaning of CEQA §15378 and the "common sense" exemption as the action of amending the language has no potential result in a direct or reasonably foreseeable indirect physical change to the environment and the action is limited to minor amendments to the existing Development Agreement, does not authorize or approve any physical development, and there is no possibility that the action may result in a significant effect on the environment.
 2. Introduce and waive the first reading of an ordinance amending certain sections of Development Agreement No. 5751, most notably the allowed uses at the site to include a Professional Sports Team Headquarters and Training Facility use, and a fourth alternative Conceptual Site Plan.
 3. Schedule a second reading of the ordinance for the December 2, 2025 regular City Council Meeting or as soon thereafter it may be considered.
 4. Alternatively, discuss and take other action related to this item.

D. STAFF PRESENTATIONS

5. Fiscal Year 2025-26 1st Quarter Financial Report

Recommendation -

1. Receive and file the City's fiscal year 2025-26 1st Quarter Financial Report.
2. Alternatively, discuss and take other action related to this item.

6. Resolution Requesting Membership in the California Intergovernmental Risk Authority for Participation in the Liability and Workers' Compensation Programs and Authorization to Enter into Their Joint Powers Agreement; and Authorization to Provide Confirmation of the City's Withdrawal from the Independent Cities Risk Management Authority

Recommendation -

1. Adopt a resolution requesting membership in the California Intergovernmental Risk Authority and participation in the Liability and Workers' Compensation Programs and authorizing the City Manager to enter into their Joint Powers Agreement.
2. Authorize the City Manager to confirm the City's Notice of Intent to leave the Independent Cities Risk Management Authority risk pool for

coverage year beginning July 1, 2026.

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

7. Introduction of an Ordinance Regulating Electric Bicycles, Off-Highway Motorcycles, Motorized Bicycles, Pocket Bikes, Motorized Scooters, and Other Electric or Motorized Conveyances

Recommendation -

1. Introduce and waive first reading of the ordinance and schedule second reading of the ordinance.

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

8. Introduction of Two Ordinances Amending El Segundo Municipal Code Title 13 to Adopt by Reference, with Certain Local Amendments, all Relevant Parts of the 2025 California Building Standards Code, the 2024 International Property Maintenance Code and the 2024 Swimming Pool and Spa Codes, and the 2025 California Fire Code (CFC).

Recommendation -

1. Read by title only, waive further reading, and introduce the proposed two ordinances.

2. Schedule a public hearing for December 2, 2025, for the second reading and adoption of the two ordinances.

3. Adopt two resolutions making certain findings to support local amendments to codes adopted by reference.

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

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

9. Appointments to the Investment Advisory Committee and Senior Citizen Housing Corporation Board Members

Recommendation -

1. Announce appointments to the Investment Advisory Committee and Senior Citizen Housing Corporation Board.

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

F. REPORTS - CITY CLERK

G. REPORTS - COUNCIL MEMBERS

Council Member Keldorf
Council Member Giroux
Council Member Boyles
Mayor Pro Tem Baldino
Mayor Pimentel

H. REPORTS - CITY ATTORNEY

I. REPORTS/FOLLOW-UP - CITY MANAGER

CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

MEMORIALS

ADJOURNMENT

POSTED:

DATE: November 13, 2025
TIME: 10:00 AM
BY: Susan Truax, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 4, 2025
4:00 PM

OPEN SESSION – Mayor Pro Tem Baldino called the meeting to order at 4:01 PM

ROLL CALL

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

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

Tim Whelan, member of the Senior Housing Corporation Board, spoke in favor of reappointing a former member.

SPECIAL ORDER OF BUSINESS:

Mayor Pro Tem Baldino announced that Council would be meeting in the executive conference room pursuant to the items listed on the agenda.

1. Conduct Senior Housing Corporation Board and Investment Advisory Committee Interviews

Council conducted interviews and appointed the following new members:

Senior Housing Corporation Board:

George Funk

Investment Advisory Committee

Roger Nieves*

*Currently serving on this CCB

Council will announce the appointments at the 6:00 PM, November 18, 2025 regular City Council meeting.

Adjourned at 5:10 PM

Susan Truax, City Clerk

**MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 4, 2025**

CLOSED SESSION – Mayor Pimentel called the meeting to order at 5:11 PM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (GOV’T CODE §54957.6): -2- MATTER(S)

Employee Organizations: Police Officers’ Association (POA), City Employees Association (CEA)

Agency Designated Representative: Laura Drottz Kalty, City Manager, Darrell George, and Human Resources Director, Rebecca Redyk

Mayor Pimentel recessed closed session at 6:01 PM.

Minutes are prepared and ordered to correspond to the agenda.

OPEN SESSION – Mayor Pimentel called the meeting to order at 6:04 PM

ROLL CALL

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

Council Member Keldorf - Present

INVOCATION – Pastor Jimmy Chaney, Church of the Beach Cities

PLEDGE OF ALLEGIANCE – Council Member Boyles

SPECIAL PRESENTATIONS:

1. Spark of Love Proclamation – Read by Council Member Giroux and received by Evan Siefke, ESFD Division Chief

2. American Indian Heritage Month – Read by Mayor Pro Tem Baldino

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

Shelly Brunnenkant, resident, spoke against the selling of food, beverages, and other items at Candy Cane Lane.

Avery Smith, resident, thanked Council Member Keldorf for her comments about the Latino community.

Galia Nis, resident, spoke about an antisemitic flyer recently posted in town.

CITY MANAGER FOLLOW-UP COMMENTS:

MOTION by Council Member Boyles, SECONDED by Mayor Pro Tem Baldino to read all ordinances and resolutions on the agenda by title only.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

B. CONSENT:

3. Approve Special and Regular City Council Meeting minutes of October 21, 2025:

(Fiscal Impact: None.)

4. Warrant Demand Register for September 29, 2025 through October 19, 2025: Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and wire transfers. Approve Warrant Demand Register numbers 7B, 8A Payroll Warrant, 8A, and 8B: warrant numbers 3057628 through 3057633, 3070001 through 3070079, 9003425, and 9100001. *There was no check run between September 29-October 5, 2025 due to the transition from the City's previous ERP to its new EERP. There is an intentional gap in warrant numbers beginning after 3057633 and after 9003425 due to the transition*

from the City's previous ERP to its new EERP to allow for payroll-related checks run through Accounts Payable until the City has fully migrated its payroll module.

(Fiscal Impact: The warrants presented were drawn in payment of demands included within the FY 2025-2026 Adopted Budget. The total of \$5,781,533.98 (\$639,250.98 in check warrants and \$5,142,283.00 in wire warrants) are for demands drawn on the FY 2025-2026 Budget.)

5. Award of Construction Contract with CJ Concrete Construction, Inc. for \$99,612 for the Concrete Improvements Project, Project No. PW 25-10: Authorize the City Manager to execute a standard Public Works Construction Contract No. 7458 with CJ Concrete Construction, Inc. for \$99,612 for the Concrete Improvements Project, Project No. PW 25-10, and authorize an additional \$30,000 as contingency funds for potential unforeseen conditions.

(Fiscal Impact: Included in the Adopted FY 2025-26 Budget.)

Amount Budgeted: \$200,000

Additional Appropriation: No.

Account Number(s):

106-511-4101-7-88606 (Sidewalk Repair - Gas Tax Fund.)

6. Notice of Completion for El Segundo Library Elevator Upgrades Project No. PW 24-03: Accept the Library Elevator Modernization Project No. PW 24-03 completion by Excelsior Elevator Corporation as complete. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.

(Fiscal Impact: Included in Adopted FY 2024-25 Budget)

Amount Budgeted: \$270,000

Additional Appropriation: None

Account Number(s): 301-511-4101-1-88712

7. Resolution Rejecting Construction Bid for the 27-Inch Water Main Repair Project, Project No. PW 25-09: Adopt Resolution No. 5571 to reject the construction bid received and opened for the 27-Inch Water Main Repair Project, Project No. PW 25-09.

(Fiscal Impact: Included in Adopted FY 2025-26 Budget:

Amount Budgeted: \$380,000

Additional Appropriation: No.

Account Number:

501-000-7102-5-56626 (Water Facilities Repair and Maintenance).)

MOTION by Mayor Pro Tem Baldino, SECONDED by Council Member Keldorf to approve Consent Items 3, 4, 5, 6. and 7.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None
ABSENT: None

C. PUBLIC HEARING: None

D. STAFF PRESENTATIONS:

8. Investment Portfolio Report for September 2025 and Investment Policy Statement Update: Receive and file the Investment Portfolio Report dated September 2025 and Investment Policy.
(Fiscal Impact: None.)

Paul Chung, CFO and City Treasurer presented the item.

Council Discussion

Council consensus to receive and file the Investment Portfolio Report dated September 2025 and Investment Policy.

E. COMMITTEES, COMMISSIONS, AND BOARDS PRESENTATION:

F. REPORTS – CITY CLERK – Introduced and welcomed new Deputy City Clerk Serena Lopez. Welcomed government students from Orange Lutheran High School who attended the meeting to earn class credit. Wished Happy Birthdays to Marizen Ramos and Cristina Reveles, officemates in the City Manager’s office.

G. REPORTS – COUNCIL MEMBERS

Council Member Keldorf – Thanked the Public Communications speaker for coming to address antisemitism in town.

Council Member Giroux – Addressed the antisemitic flyer that was posted in town.

Council Member Boyles – No report

Mayor Pro Tem Baldino – Attended South Bay Council of Governments, at which a representative from WAYMO spoke about eventually initiating the company’s service in the South Bay and at LAX; also discussed the possibility of setting up a Regional Housing Trust. Redondo Beach’s Housing Element was rejected by the court because it included commercial and industrial as well as residential uses. Thanked Ryan Delgado and Recreation and Park staff for producing the Halloween Frolic. Attended the recent opening of YSL Bakery on Main Street.

Mayor Pimentel – Los Angeles County Sanitation held a meeting to update stakeholders on the potential sale of the Mesquite Landfill Site in Imperial

County. Metro has released a Major Events Transportation Playbook. He encouraged Council Members to attend the CoMotion LA 2025 municipal transportation convention, which will run November 12-13. The Aerospace Alliance met recently. The Los Angeles County Economic Development Corporation's EDDY Awards Ceremony will be held tomorrow at the Rose Bowl. The El Segundo Chamber will host the annual State of the City luncheon next week. Attended the LADWP Water and Power Commission meeting last week. Veteran's Day and the 250th Anniversary of the United States Marine Corps will be celebrated next week.

- I. REPORTS – CITY ATTORNEY – No report
- J. REPORTS/FOLLOW-UP – CITY MANAGER – Tickets to the State of the City are available through the El Segundo Chamber of Commerce for the event to be held at California Smash Pickleball and Social Club on Thursday, November 13 from 11:30 to 1:30 PM. Spoke to the head of AQMD's Inspection and Enforcement Division regarding expected air quality reports on the recent fire at the Chevron Refinery. Reports from CAL-OSHA on the fire are expected to be released early next year. City staff will attend a quarterly check-in meeting with Hyperion staff on Thursday. Reported the AQMD received 27 odor complaints and issued no notices of violation since October 21. An air damper at the facility will be replaced tomorrow, interrupting the operation of the air scrubber from 4:00 to 8:00 AM. General Manager of LA Sanitation Bureau, Barbara Ramiro, will be retiring at the end of the year.

MEMORIAL: None

Open Session adjourned at 7:10 PM.

Reconvened into Closed Session at 7:15 PM.

Closed Session adjourned at 7:37 PM

Susan Truax, City Clerk



City Council Agenda Statement

Meeting Date: November 18, 2025

Agenda Heading: Consent

Item Number: B.2

TITLE:

Warrant Demand Register for October 20, 2025 through November 2, 2025

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 12A, 12B and 13B: warrant numbers 3053522 through 3053872, and 9003274 through 9003290. *There is no register 13a, as there was no check run on December 26, 2024.*
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 2024-2025 Adopted Budget. The total of \$10,251,987.57 (\$4,449,918.35 in check warrants and \$5,802,069.22 in wire warrants) are for demands drawn on the FY 2024-2025 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

Warrant Demand Register

November 18, 2025

Page 2 of 2

specific date. Such warrants look like checks and clear through the banking system like 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

Strategy A: Identify opportunities for new revenues, enhancement of existing revenues, and exploration of potential funding options to support programs and projects.

PREPARED BY:

Liz Lydic, Management Analyst

REVIEWED BY:

Wei Cao, CPA, CPFO, Finance Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Register 8c - EFT - summary
2. Register 8c - Manual Checks - summary
3. Register 8c Payroll Warrant - summary
4. Register 9a - summary



City of El Segundo, CA 90245

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 10/23/2025
WARRANT: 102325E
AMOUNT: 2,309.86

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer'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

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

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

CHIEF FINANCIAL OFFICER:

[Signature]
DATE: 10/24/25

CITY MANAGER:

[Signature] 10-28-25
DATE:

ACCOUNTS PAYABLE WARRANT REPORT

Warrant Summary

WARRANT: 102325E 10/23/2025
 DUE DATE: 10/23/2025

FUND	ACCOUNT	AMOUNT	AVLB BUDGET
001	General Fund 001-505-2502-1-56209- Meetings & Travel	186.24	15,521.37
001	General Fund 001-509-3101-2-56209- Meetings & Travel	1,115.84	-734.18
001	General Fund 001-509-3101-2-56225- Department Training	1,007.78	-942.40
FUND TOTAL		2,309.86	
CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00			
WARRANT SUMMARY TOTAL			2,309.86
GRAND TOTAL			2,309.86

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 10/20/25 THROUGH 10/26/25**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
10/23/2025	Pitney Bowes	1,000.00	Postage for Rec Park
10/24/2025	IRS	309,237.28	Federal 941 Deposit
10/24/2025	Employment Development	6,009.02	State SDI payment
10/24/2025	Employment Development	73,714.06	State PIT Withholding
10/24/2025	Mission Square	70,147.47	457 payment Vantagepoint
10/24/2025	Mission Square	1,162.51	401(a) payment Vantagepoint
10/24/2025	Mission Square	2,613.30	401(a) payment Vantagepoint
10/24/2025	Mission Square	679.87	IRA payment Vantagepoint
10/24/2025	ExpertPay	1,615.30	EFT Child support payment
10/13/25-10/19/25	Workers Comp Activity	65,045.96	Corvel checks issued/(voided)
10/13/25-10/19/25	Liability Trust - Claims	1,990.15	Claim checks issued/(voided)
10/13/25-10/19/25	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>533,214.92</u>	

**DATE OF RATIFICATION: 10/24/25
 TOTAL PAYMENTS BY WIRE:**

533,214.92

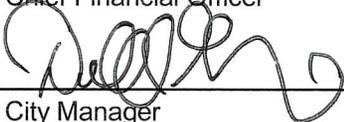
Certified as to the accuracy of the wire transfers by:


 Deputy City Treasurer II 10/24/25

 Date


 Chief Financial Officer 10/24/25

 Date


 City Manager 10-28-25

 Date

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



City of El Segundo, CA 90245

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 10/23/2025
WARRANT: 102325
AMOUNT: 1,200,349.60

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer'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

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

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

CHIEF FINANCIAL OFFICER:

[Handwritten signature]
DATE: 10/29/25

CITY MANAGER:

[Handwritten signature] 10-28-25
DATE:

ACCOUNTS PAYABLE WARRANT REPORT

Warrant Summary

WARRANT: 102325 10/23/2025
 DUE DATE: 10/23/2025

FUND	ACCOUNT	AMOUNT	AVLB BUDGET
001	General Fund 001-501-0000-1-55205- Operating Supplies	132.95	-82.65
001	General Fund 001-501-0000-1-56254- Telephone	415.66	-5,685.12
001	General Fund 001-501-1301-1-55205- Operating Supplies	231.40	-34.99
001	General Fund 001-501-1301-1-56254- Telephone	106.48	2,327.65
001	General Fund 001-503-2101-1-55205- Operating Supplies	263.02	4,697.51
001	General Fund 001-503-2101-1-56214- Professional & Techni	3,375.00	33,319.58
001	General Fund 001-503-2101-1-56254- Telephone	193.65	-345.03
001	General Fund 001-503-2102-1-56254- Telephone	34.78	-2,486.83
001	General Fund 001-503-2401-3-56254- Telephone	91.08	-94.68
001	General Fund 001-505-0000-0-10801- Inventory - Gasoline	25,566.22	
001	General Fund 001-505-0000-0-10803- Inventory - Garage Pa	2,876.20	
001	General Fund 001-505-0000-1-54204- Group Insurance	1,487.10	-543,364.21
001	General Fund 001-505-0000-1-56216- GASB 87 Lease-Debt Pr	8,342.07	79,322.47
001	General Fund 001-505-0000-1-56405- ESUSD Funding Agreeeme	22,136.28	608.33
001	General Fund 001-505-0000-2-43829- Accelerated Fire Plan	95.00	0.00
001	General Fund 001-505-1201-1-56254- Telephone	89.80	2,629.54
001	General Fund 001-505-2501-1-55205- Operating Supplies	578.36	54,344.26
001	General Fund 001-505-2501-1-56214- Professional & Techni	39.56	1,946.79
001	General Fund 001-505-2501-1-56254- Telephone	139.75	1,278.56
001	General Fund 001-505-2504-1-56214- Professional & Techni	8,350.03	52,025.60
001	General Fund 001-505-5101-0-10117- Petty Cash - Rec/Park	1,500.00	
001	General Fund 001-506-0000-1-55205- Operating Supplies	281.20	1,140.32
001	General Fund 001-506-0000-1-56200- Copy Machine Charges	2,764.92	13,522.83
001	General Fund 001-506-0000-1-56204- Contractual Services	6,376.00	82,732.42
001	General Fund 001-506-0000-1-56217- Software Maintenance	26,819.90	143,257.21
001	General Fund 001-506-0000-1-56254- Telephone	449.78	1,716.53
001	General Fund 001-507-0000-1-55205- Operating Supplies	19.45	878.34
001	General Fund 001-507-0000-1-55221- Employee Physicals	4,847.00	27,753.00
001	General Fund 001-507-0000-1-56214- Professional & Techni	10,280.16	196,704.09
001	General Fund 001-507-0000-1-56254- Telephone	215.57	2,227.28
001	General Fund 001-508-2402-3-56254- Telephone	45.54	938.16
001	General Fund 001-508-2403-2-56254- Telephone	262.40	2,439.64
001	General Fund 001-508-2404-3-55205- Operating Supplies	254.48	3,788.70
001	General Fund 001-508-2404-3-56254- Telephone	50.60	68.98
001	General Fund 001-508-2405-3-56214- Professional & Techni	977.50	50,713.00
001	General Fund 001-508-2405-3-56254- Telephone	85.78	1,470.18
001	General Fund 001-509-3101-2-55205- Operating Supplies	475.54	-2,339.54
001	General Fund 001-509-3101-2-56204- Contractual Services	250.00	5,768.23
001	General Fund 001-509-3101-2-56214- Professional & Techni	1,778.41	10,491.72
001	General Fund 001-509-3101-2-56254- Telephone	16,333.85	-54,396.19

Report generated: 10/23/2025 15:41:55
 User: Heather Harding (131hharding)
 Program ID: apwarrnt

ACCOUNTS PAYABLE WARRANT REPORT

001	General Fund	001-509-3101-2-56288-	S.W.A.T.Program	152.34	491.74
001	General Fund	001-510-3201-2-55205-	Operating Supplies	139.09	15,018.11
001	General Fund	001-510-3201-2-56101-	Gas Utility	135.36	2,598.14
001	General Fund	001-510-3201-2-56102-	Electricity Utility	4,570.76	3,059.41
001	General Fund	001-510-3202-2-54215-	Uniform Replacement	114.44	4,584.79
001	General Fund	001-510-3202-2-55205-	Operating Supplies	29.18	4,343.15
001	General Fund	001-510-3202-2-55214-	Housing Supplies	1,859.25	635.59
001	General Fund	001-510-3202-2-56226-	Repairs & Maintenance	2,160.00	12,944.59
001	General Fund	001-510-3202-2-56251-	Communication/Mobile	2,037.89	-342.49
001	General Fund	001-510-3203-2-55205-	Operating Supplies	2,327.15	1,972.00
001	General Fund	001-510-3203-2-56214-	Professional & Techni	13,095.53	4,663.77
001	General Fund	001-510-3204-2-55205-	Operating Supplies	212.67	1,243.33
001	General Fund	001-510-3204-2-56214-	Professional & Techni	22,537.50	1,784.65
001	General Fund	001-510-3255-2-55205-	Operating Supplies	76.56	2,279.99
001	General Fund	001-511-4101-7-55205-	Operating Supplies	33.89	0.00
001	General Fund	001-511-4101-7-56201-	Advertising/Publishin	112.00	592.00
001	General Fund	001-511-4101-7-56204-	Contractual Services	32,614.85	-3,088.20
001	General Fund	001-511-4101-7-56254-	Telephone	364.08	665.16
001	General Fund	001-511-4201-7-56254-	Telephone	120.72	1,600.00
001	General Fund	001-511-4202-7-55205-	Operating Supplies	197.55	97,533.59
001	General Fund	001-511-4202-7-56254-	Telephone	396.15	-431.47
001	General Fund	001-511-4205-7-56102-	Electricity Utility	4,770.06	-109,743.29
001	General Fund	001-511-4302-7-56101-	Gas Utility	29.03	10,000.00
001	General Fund	001-511-4302-7-56102-	Electricity Utility	637.03	-787.82
001	General Fund	001-511-4302-7-56254-	Telephone	219.32	590.01
001	General Fund	001-511-4601-1-55207-	Small Tools & Equipme	237.84	6,180.32
001	General Fund	001-511-4601-1-56212-	Laundry & Cleaning	75.12	-222.71
001	General Fund	001-511-4601-1-56224-	Vehicle Operating Cha	2,194.16	71,907.93
001	General Fund	001-511-4601-1-56254-	Telephone	227.70	-603.31
001	General Fund	001-511-4801-7-56254-	Telephone	257.34	-3.93
001	General Fund	001-512-5102-8-55205-	Operating Supplies	64.87	-75.08
001	General Fund	001-512-5102-8-56101-	Gas Utility	679.86	12,484.71
001	General Fund	001-512-5102-8-56102-	Electricity Utility	10,559.36	3,667.94
001	General Fund	001-512-5102-8-56254-	Telephone	409.86	2,585.90
001	General Fund	001-512-5201-8-55205-	Operating Supplies	108.88	2,268.40
001	General Fund	001-512-5201-8-56254-	Telephone	486.19	273.18
001	General Fund	001-512-5203-8-56204-	Contractual Services	900.00	-10,076.58
001	General Fund	001-512-5203-8-56214-	Professional & Techni	2,320.00	-44,794.42
001	General Fund	001-512-5204-8-56214-	Professional & Techni	5,079.20	-23,394.49
001	General Fund	001-512-5205-8-55205-	Operating Supplies	302.82	1,379.77
001	General Fund	001-512-5206-8-55205-	Operating Supplies	212.13	3,166.64
001	General Fund	001-512-5206-8-56204-	Contractual Services	13,280.16	11,069.49
001	General Fund	001-512-5206-8-56254-	Telephone	210.43	926.06
001	General Fund	001-512-5208-8-56249-	Fees & Licenses	466.00	1,887.19
001	General Fund	001-512-5210-8-56204-	Contractual Services	600.00	9,883.43

ACCOUNTS PAYABLE WARRANT REPORT

001	General Fund	001-512-5213-8-55205-	Operating Supplies	108.97	2,127.33
001	General Fund	001-512-5213-8-56226-	Repairs & Maintenance	39.50	6,485.36
001	General Fund	001-512-5213-8-56254-	Telephone	136.62	25.75
001	General Fund	001-512-6101-8-55205-	Operating Supplies	130.54	2,006.89
001	General Fund	001-512-6101-8-56254-	Telephone	45.54	5,555.16
001	General Fund	001-512-6102-8-55205-	Operating Supplies	1.07	965.04
001	General Fund	001-512-6102-8-56254-	Telephone	267.54	3,733.06
001	General Fund	001-512-6103-8-55205-	Operating Supplies	61.92	626.77
001	General Fund	001-512-6103-8-55501-	Books/Other Printed M	1.12	778.40
001	General Fund	001-512-6103-8-55505-	Young Peoples Books	3.73	0.00
001	General Fund	001-512-6104-8-55205-	Operating Supplies	63.41	3,991.42
001	General Fund	001-512-6104-8-55501-	Books/Other Printed M	6,435.82	3,219.43
001	General Fund	001-512-6104-8-56409-	Audiovisual Materials	1.01	308.26
001	PUBLIC WORKS	001-511-2601-1-55203-	Repair & Maintenance	513.24	8,472.94
001	PUBLIC WORKS	001-511-2601-1-55205-	Operating Supplies	1,326.43	53,582.00
001	PUBLIC WORKS	001-511-2601-1-56101-	Gas Utility	1,168.07	21,387.12
001	PUBLIC WORKS	001-511-2601-1-56104-	Electricity Charges	5,940.15	207.36
001	PUBLIC WORKS	001-511-2601-1-56204-	Contractual Services	31,667.73	136,758.65
001	PUBLIC WORKS	001-511-2601-1-56212-	Laundry & Cleaning	61.63	1.47
001	PUBLIC WORKS	001-511-2601-1-56254-	Telephone	227.70	-1,026.17
CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00			FUND TOTAL	324,428.53	
106	State Gas Tax Fund	106-511-4101-7-56204-	Contractual Services	1,500.00	23,224.54
CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00			FUND TOTAL	1,500.00	
109	Asset Forfeiture Fund	109-509-3105-2-88117-	Equipment	4,300.68	0.00
CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00			FUND TOTAL	4,300.68	
112	Prop A Transportation	112-512-5294-7-56228-	Rental Charges	26,711.95	18,370.30
CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00			FUND TOTAL	26,711.95	
124	Federal Grants	124-510-8404-2-56411-	UASI Grant 2023	240,000.00	251,765.00
CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00			FUND TOTAL	240,000.00	
126	CUPA	126-510-3205-2-56254-	Telephone	38.01	298.17

ACCOUNTS PAYABLE WARRANT REPORT

CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	38.01	
131	County Storm Water Me	131-511-4101-6-56214-		Professional & Techni	75.00	139,895.50
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	75.00	
301	Capital Improvement F	301-511-4101-1-88236-		Plunge Rehab(includ70	32,331.25	7,714,542.90
301	Capital Improvement F	301-511-4101-1-88421-		Recreation Park Proje	104,973.15	8,214,269.72
301	Capital Improvement F	301-511-4101-3-88110-		EV Charging station	1,083.75	67,510.00
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	138,388.15	
501	Water Utility Fund	501-000-7102-5-55205-		Operating Supplies	596.25	25,153.74
501	Water Utility Fund	501-000-7102-5-56101-		Gas Utility	71.53	1,612.36
501	Water Utility Fund	501-000-7102-5-56204-		Contractual Services	1,500.00	210,770.83
501	Water Utility Fund	501-000-7102-5-56208-		Dues & Subscriptions	525.00	-352.01
501	Water Utility Fund	501-000-7102-5-56212-		Laundry & Cleaning	199.70	1,673.12
501	Water Utility Fund	501-000-7102-5-56254-		Telephone	398.15	10,671.25
501	Water Utility Fund	501-000-7102-5-88108-		Capital/Computer Hard	40.24	-1,327.92
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	3,330.87	
502	Sewer Fund	502-000-4301-5-56102-		Electricity Utility	1,976.90	-3,169.22
502	Sewer Fund	502-000-4301-5-56204-		Contractual Services	385,842.00	1,019,830.42
502	Sewer Fund	502-000-4301-5-56254-		Telephone	989.57	2,084.25
502	Sewer Fund	502-000-4301-5-88108-		Capital/Computer Hard	211.80	-1,829.76
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	389,020.27	
601	Equipment Replacement	601-500-2901-1-88108-		Capital/Computer Hard	30,576.70	660,949.58
601	PUBLIC WORKS	601-511-5213-4-88464-		WiseburnRoutineRepair	9,492.97	0.00
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	40,069.67	
603	Workers Comp Reserve/	603-500-2501-1-54203-		Workers' Compensation	65.84	327.57
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	65.84	

ACCOUNTS PAYABLE WARRANT REPORT

702	Trust Funds - Spec Re	702-512-8703-8-52561-	Library Admin Expense	1,170.63	5,104.89
			FUND TOTAL	1,170.63	
CASH ACCOUNT 999-000-0000-0-10003-		BALANCE .00			
704	Cultural Development	704-512-3101-8-88114-	Other Improvements	31,250.00	40,000.00
			FUND TOTAL	31,250.00	
CASH ACCOUNT 999-000-0000-0-10003-		BALANCE .00			
WARRANT SUMMARY TOTAL				1,200,349.60	
GRAND TOTAL				1,200,349.60	

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3057634 - 3057640
9003426 - 9003426

DATE OF APPROVAL: AS OF 10/23/25

REGISTER # 8c

001	GENERAL FUND	14,594.18
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES	-
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	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURC	-
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGF	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUN	-
311	DEVELOPER IMPACT FEES - GENERAL (-
312	DEVELOPER IMPACT FEES - LAW ENFO	-
313	DEVELOPER IMPACT FEES - FIRE PROT	-
314	DEVELOPER IMPACT FEES - STORM DR	-
315	DEVELOPER IMPACT FEES - WATER DIS	-
316	DEVELOPER IMPACT FEES - WASTEWA	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC ME	-
319	DEVELOPER IMPACT FEES - AQUATICS	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	-
502	WASTEWATER FUND	-
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANC	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPE	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	14,594.18

NOTES: Check# 3057635 made payable to C.A.P.F &
3057640 made payable to Standard Insurance.



City of El Segundo, CA 90245

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 10/30/2025
WARRANT: 103025
AMOUNT: 676,215.08

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer'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

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

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

CHIEF FINANCIAL OFFICER:

[Handwritten signature of Heather Harding]
DATE: 11-2-25

CITY MANAGER:

[Handwritten signature]
DATE: 11-4-25

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 10/27/25 THROUGH 11/2/25**

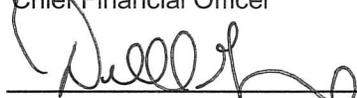
<u>Date</u>	<u>Payee</u>		<u>Description</u>
10/28/2025	Cal Pers	65,115.00	misc classic 2nd tier 27
10/28/2025	Cal Pers	93,264.50	safety police classic 1st tier 28
10/28/2025	Cal Pers	79,452.08	safety fire classic 30168
10/20/25-10/26/25	Workers Comp Activity	21,595.00	Corvel checks issued/(voided)
10/20/25-10/26/25	Liability Trust - Claims	-	Claim checks issued/(voided)
10/20/25-10/26/25	Retiree Health Insurance	9,286.51	Health Reimbursement checks issued
		<u>268,713.09</u>	

DATE OF RATIFICATION: 10/31/25

TOTAL PAYMENTS BY WIRE:

268,713.09

Certified as to the accuracy of the wire transfers by:

	<u>10/31/25</u>
Deputy City Treasurer II	Date
	<u>11/2/25</u>
Chief Financial Officer	Date
	<u>11-4-25</u>
City Manager	Date

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

ACCOUNTS PAYABLE WARRANT REPORT

Warrant Summary

WARRANT: 103025 10/30/2025
 DUE DATE: 10/30/2025

FUND	ACCOUNT	DESCRIPTION	AMOUNT	AVLB BUDGET
001	General Fund	001-501-0000-1-56254- Telephone	28.93	-5,685.12
001	General Fund	001-501-1301-1-55205- Operating Supplies	13.18	-34.99
001	General Fund	001-501-1301-1-56214- Professional & Techni	8,808.98	10,544.81
001	General Fund	001-501-1301-1-56254- Telephone	139.00	2,327.65
001	General Fund	001-501-1301-1-56260- Equipment Leasing Cos	418.84	10,498.39
001	General Fund	001-503-2101-1-55205- Operating Supplies	1,078.21	4,697.51
001	General Fund	001-503-2101-1-56245- Employee Engagement	36.10	18,795.32
001	General Fund	001-503-2102-1-56254- Telephone	97.73	-2,486.83
001	General Fund	001-503-2103-1-55205- Operating Supplies	3,996.63	394.56
001	General Fund	001-503-2401-3-56204- Contractual Services	1,300.00	4,800.00
001	General Fund	001-505-0000-0-10803- Inventory - Garage Pa	3,056.74	
001	General Fund	001-505-0000-0-20200- ACI / P-Card	71,332.04	
001	General Fund	001-505-0000-1-56216- GASB 87 Lease-Debt Pr	1,073.47	75,809.06
001	General Fund	001-505-0000-1-56222- Lease Payment Parking	27,118.18	-8,396.61
001	General Fund	001-505-0000-1-56254- Telephone	422.24	1,578.83
001	General Fund	001-505-0000-2-43503- Parking Fines	6,804.00	0.00
001	General Fund	001-505-0000-3-43879- Reservation Fee	203.00	0.00
001	General Fund	001-505-1201-1-56254- Telephone	31.41	2,629.54
001	General Fund	001-505-2501-1-55205- Operating Supplies	168.12	54,344.26
001	General Fund	001-505-2501-1-56254- Telephone	194.55	1,278.56
001	General Fund	001-505-2502-1-56208- Dues & Subscriptions	500.00	420.05
001	General Fund	001-505-2502-1-56214- Professional & Techni	992.25	5,197.70
001	General Fund	001-505-2504-1-56214- Professional & Techni	2,046.42	52,025.60
001	General Fund	001-506-0000-1-55205- Operating Supplies	202.11	1,140.32
001	General Fund	001-506-0000-1-56081- Miscellaneous Compute	257.75	2,238.17
001	General Fund	001-506-0000-1-56200- Copy Machine Charges	2,764.93	8,250.79
001	General Fund	001-506-0000-1-56204- Contractual Services	4,718.36	82,732.42
001	General Fund	001-506-0000-1-56217- Software Maintenance	956.80	742,470.21
001	General Fund	001-506-0000-1-56254- Telephone	1,346.19	1,716.53
001	General Fund	001-507-0000-1-55205- Operating Supplies	35.62	878.34
001	General Fund	001-507-0000-1-55221- Employee Physicals	3,346.00	27,753.00
001	General Fund	001-507-0000-1-56262- Testing/Recruitment	2,467.00	84,400.79
001	General Fund	001-508-2402-3-56201- Advertising/Publishin	476.00	699.00
001	General Fund	001-508-2403-2-56214- Professional & Techni	61,476.71	35,203.10
001	General Fund	001-508-2404-0-21290-E1353 Project Deposit	5,040.50	
001	General Fund	001-508-2404-0-21290-E1391 Project Deposit	196.00	
001	General Fund	001-508-2404-3-55205- Operating Supplies	612.12	3,788.70
001	General Fund	001-508-2404-3-56254- Telephone	92.92	68.98
001	General Fund	001-509-3101-2-54215- Uniform Replacement	1,998.96	2,858.32
001	General Fund	001-509-3101-2-55205- Operating Supplies	410.27	-2,339.54

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 Program ID: apwarrnt

ACCOUNTS PAYABLE WARRANT REPORT

001	General Fund	001-509-3101-2-55218-	Training Materials &	100.00	18.83
001	General Fund	001-509-3101-2-56204-	Contractual Services	6,593.28	5,768.23
001	General Fund	001-509-3101-2-56205-	Other Printing & Bind	428.03	-1,825.70
001	General Fund	001-509-3101-2-56208-	Dues & Subscriptions	622.00	-49.77
001	General Fund	001-509-3101-2-56212-	Laundry & Cleaning	176.34	0.00
001	General Fund	001-509-3101-2-56214-	Professional & Techni	46,075.00	10,491.72
001	General Fund	001-509-3101-2-56254-	Telephone	1,052.96	-54,396.19
001	General Fund	001-509-3101-2-56273-	In-Custody Medical Ch	768.00	2,256.79
001	General Fund	001-509-3101-2-56274-	Investigations Expens	265.00	1,585.72
001	General Fund	001-509-3107-2-56228-	Rental Charges	1,250.00	0.00
001	General Fund	001-509-3107-2-56254-	Telephone	1,539.14	1,510.75
001	General Fund	001-510-3201-2-55201-	Office Supplies	254.20	790.10
001	General Fund	001-510-3201-2-55205-	Operating Supplies	117.30	15,018.11
001	General Fund	001-510-3201-2-56205-	Other Printing & Bind	185.67	216.82
001	General Fund	001-510-3201-2-56209-	Meetings & Travel	87.87	4,528.00
001	General Fund	001-510-3201-2-56254-	Telephone	731.56	12,572.25
001	General Fund	001-510-3202-2-55203-	Repair & Maintenance	98.67	3,860.29
001	General Fund	001-510-3202-2-55205-	Operating Supplies	2,117.66	4,343.15
001	General Fund	001-510-3202-2-55214-	Housing Supplies	30.23	635.59
001	General Fund	001-510-3202-2-56208-	Dues & Subscriptions	2,104.00	0.00
001	General Fund	001-510-3203-2-54215-	Uniform Replacement	70.00	7,649.05
001	General Fund	001-510-3203-2-55205-	Operating Supplies	964.89	1,972.00
001	General Fund	001-510-3203-2-56223-	Training & Education	79.01	0.00
001	General Fund	001-510-3255-2-55205-	Operating Supplies	5.26	2,279.99
001	General Fund	001-510-3255-2-56209-	Meetings & Travel	105.20	12,722.58
001	General Fund	001-510-3255-2-56214-	Professional & Techni	9,100.00	24,006.95
001	General Fund	001-511-4101-7-55205-	Operating Supplies	28.56	0.00
001	General Fund	001-511-4101-7-56201-	Advertising/Publishin	1,344.00	592.00
001	General Fund	001-511-4101-7-56204-	Contractual Services	5,193.50	-3,088.20
001	General Fund	001-511-4101-7-56214-	Professional & Techni	600.00	5,018.57
001	General Fund	001-511-4101-7-56254-	Telephone	63.99	665.16
001	General Fund	001-511-4201-7-56204-	Contractual Services	43,347.18	111,573.17
001	General Fund	001-511-4202-7-55205-	Operating Supplies	7,655.79	97,533.59
001	General Fund	001-511-4202-7-56212-	Laundry & Cleaning	163.42	3,026.75
001	General Fund	001-511-4205-7-55205-	Operating Supplies	788.77	2,787.24
001	General Fund	001-511-4205-7-56102-	Electricity Utility	137.89	-109,743.29
001	General Fund	001-511-4205-7-56204-	Contractual Services	47,652.36	40,625.69
001	General Fund	001-511-4601-1-55201-	Office Supplies	45.32	0.00
001	General Fund	001-511-4601-1-55205-	Operating Supplies	279.18	805.11
001	General Fund	001-511-4601-1-55215-	Vehicle Gasoline Char	761.02	101,540.66
001	General Fund	001-511-4601-1-56224-	Vehicle Operating Cha	3,074.95	71,907.93
001	General Fund	001-511-4601-1-56254-	Telephone	412.99	-603.31
001	General Fund	001-511-4801-7-55205-	Operating Supplies	364.15	8.77
001	General Fund	001-511-4801-7-56254-	Telephone	63.99	-3.93
001	General Fund	001-512-5102-8-55205-	Operating Supplies	430.82	-75.08

ACCOUNTS PAYABLE WARRANT REPORT

001	General Fund	001-512-5102-8-56254-	Telephone	31.41	2,585.90
001	General Fund	001-512-5201-8-55205-	Operating Supplies	325.63	2,268.40
001	General Fund	001-512-5202-8-56254-	Telephone	94.23	202.06
001	General Fund	001-512-5203-8-55205-	Operating Supplies	902.48	863.86
001	General Fund	001-512-5203-8-56204-	Contractual Services	900.00	-10,076.58
001	General Fund	001-512-5203-8-56214-	Professional & Techni	3,320.53	-44,794.42
001	General Fund	001-512-5205-8-55205-	Operating Supplies	13.54	1,379.77
001	General Fund	001-512-5206-8-55205-	Operating Supplies	70.88	3,166.64
001	General Fund	001-512-5206-8-56254-	Telephone	67.49	926.06
001	General Fund	001-512-5210-8-55205-	Operating Supplies	219.90	3,247.26
001	General Fund	001-512-5210-8-56201-	Advertising/Publishin	988.12	3,899.28
001	General Fund	001-512-5210-8-56204-	Contractual Services	1,000.00	9,883.43
001	General Fund	001-512-5213-8-55205-	Operating Supplies	1,404.97	2,127.33
001	General Fund	001-512-5213-8-56201-	Advertising/Publishin	569.06	3,740.87
001	General Fund	001-512-5213-8-56214-	Professional & Techni	4,578.00	21,656.84
001	General Fund	001-512-6101-8-55205-	Operating Supplies	49.64	2,006.89
001	General Fund	001-512-6102-8-55205-	Operating Supplies	26.32	965.04
001	General Fund	001-512-6102-8-56254-	Telephone	1,557.44	3,733.06
001	General Fund	001-512-6103-8-55205-	Operating Supplies	42.90	626.77
001	General Fund	001-512-6103-8-55505-	Young Peoples Books	368.91	0.00
001	General Fund	001-512-6104-8-55205-	Operating Supplies	313.47	3,991.42
001	General Fund	001-512-6104-8-56410-	E-Books	4,303.77	621.57
001	PUBLIC WORKS	001-511-2601-1-55203-	Repair & Maintenance	280.58	8,472.94
001	PUBLIC WORKS	001-511-2601-1-55205-	Operating Supplies	11,532.79	53,582.00
001	PUBLIC WORKS	001-511-2601-1-56102-	Electricity Utility	38,142.22	-70,284.54
001	PUBLIC WORKS	001-511-2601-1-56204-	Contractual Services	2,592.88	136,758.65
001	PUBLIC WORKS	001-511-2601-1-56212-	Laundry & Cleaning	87.61	1.47
001	PUBLIC WORKS	001-511-2601-1-56254-	Telephone	187.43	-1,026.17
			FUND TOTAL	477,559.61	
CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00					
003	Trust Funds-Refundabl	003-508-8506-0-22641-	Buildg-PlanCheck Refu	3,000.00	
			FUND TOTAL	3,000.00	
CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00					
109	Asset Forfeiture Fund	109-509-3109-2-56214-	Professional & Techni	1,970.01	79,787.43
			FUND TOTAL	1,970.01	
CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00					
112	Prop A Transportation	112-512-5292-7-56204-	Contractual Services	20,964.81	17,698.87
112	Prop A Transportation	112-512-5294-7-56228-	Rental Charges	1,228.50	18,370.30

ACCOUNTS PAYABLE WARRANT REPORT

CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	22,193.31	
117	Hyperion Mitigation F	117-503-2101-6-56254-		Telephone	63.99	24.63
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	63.99	
126	CUPA	126-510-3205-0-20220-		A/P State ASPA Progra	156.00	
126	CUPA	126-510-3205-0-20221-		A/P State Cal ARP Sur	370.00	
126	CUPA	126-510-3205-0-20223-		A/P CUPA Oversight Su	3,666.00	
126	CUPA	126-510-3205-0-20224-		A/P State Tank Surcha	100.00	
126	CUPA	126-510-3205-2-56214-		Professional & Techni	7,889.11	283,329.49
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	12,181.11	
131	County Storm Water Me	131-511-4101-6-56204-		Contractual Services	1,663.75	105,265.98
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	1,663.75	
501	Water Utility Fund	501-000-7102-5-55207-		Small Tools & Equipme	224.95	91,914.10
501	Water Utility Fund	501-000-7102-5-56204-		Contractual Services	15,741.32	210,770.83
501	Water Utility Fund	501-000-7102-5-56212-		Laundry & Cleaning	507.23	1,673.12
501	Water Utility Fund	501-000-7102-5-56254-		Telephone	686.06	10,671.25
501	Water Utility Fund	501-000-7102-5-56256-		Pavement Rehabilitati	72.00	32,582.01
501	Water Utility Fund	501-000-7103-5-88206-		WaterInfrastructureRe	25,742.50	1,375,507.02
501	Water Utility Fund	501-000-7103-5-88207-		Water Main Replacemen	4,340.00	1,048,807.00
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	47,314.06	
502	Sewer Fund	502-000-4301-5-55205-		Operating Supplies	1,717.16	13,720.05
502	Sewer Fund	502-000-4301-5-55207-		Small Tools & Equipme	112.69	666.71
502	Sewer Fund	502-000-4301-5-56204-		Contractual Services	18,653.00	1,019,830.42
502	Sewer Fund	502-000-4301-5-56254-		Telephone	31.54	2,084.25
502	Sewer Fund	502-000-4301-5-88647-		SewerMainRepair (Annu	37,440.00	1,601,985.62
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	57,954.39	
602	Liability Insurance	602-500-2501-1-56214-		Professional & Techni	800.00	13,150.00
CASH ACCOUNT 999-000-0000-0-10003-			BALANCE .00	FUND TOTAL	800.00	

ACCOUNTS PAYABLE WARRANT REPORT

CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00

702	Trust Funds - Spec Re	702-512-8703-8-52561-	Library Admin Expense	14.85	5,104.89
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FUND TOTAL	14.85	
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CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00

704	Cultural Development	704-512-3101-8-56204-	Contractual Services	51,500.00	58,018.01
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FUND TOTAL	51,500.00	
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CASH ACCOUNT 999-000-0000-0-10003- BALANCE .00

WARRANT SUMMARY TOTAL	676,215.08
GRAND TOTAL	676,215.08



City Council Agenda Statement

Meeting Date: November 18, 2025

Agenda Heading: Consent

Item Number: B.3

TITLE:

Replacement of a Subcontractor for the Construction of the Urho Saari Swim Stadium/Plunge Renovation Project

RECOMMENDATION:

1. Approve the substitution of a subcontractor other than that designated in the original bid on Agreement No. 6864 for the Urho Saari Swim Stadium/Plunge Renovation Project.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

No fiscal impact due to replacement of subcontractor.

BACKGROUND:

Per Public Contract Code § 4107, a prime contractor cannot substitute another subcontractor in place of the listed subcontractor in the original bid, unless the awarding authority or its duly authorized officer consent to this substitution in the event that the listed subcontractor either fails or refuses to perform the work.

In the City's standard Public Works contract, the contractor must have the City Council's consent to substitute a subcontractor other than the designated subcontractor in the original bid.

DISCUSSION:

On March 5, 2024, City Council awarded a standard Public Works Contract No. 6864 to Morillo Construction, Inc. (the "Contractor") for the construction of the Urho Saari Swim Stadium/Plunge Renovation Project, PW 24-02 (the Project"). The Contractor listed 20 qualified subcontractors in the proposal to perform various work trades, including ABC Resources, Inc. for subcontracted concrete work for the amount of \$111,490.

Replacement of a Subcontractor for the Construction of the Urho Saari Swim Stadium/Plunge Renovation Project

November 18, 2025

Page 2 of 2

Recently, the Contractor notified City staff in writing that ABC Resources, Inc., would not be able to perform the work on the Plunge project. The Contractor has requested that ABC Resources, Inc. be dismissed from the project and replaced with Granitex Construction Co., Inc. It is to be noted that the Contractor has taken full responsibility for this substitution. Please see the attachment.

City staff checked the license requirements for Granitex Construction Co., Inc. and found them to be in good standing. Staff respectfully request that the City Council approve this substitution and allow the Contractor to replace ABC Resources, Inc. with Granitex Construction Co., Inc. for the concrete work on the Project.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained, including streets, entryways, and facilities.

PREPARED BY:

Cheryl Ebert, City Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Request for Substitution of Subcontractor for The Plunge Renovation Project



November 7, 2025

SENT VIA EMAIL AND US MAIL

City of El Segundo-Public Works
Attn: Cheryl Ebert, P.E. | City Engineer
350 Main Street
El Segundo, CA 90245

Re: Urho Saari Swim Stadium/Plunge Renovation Project
Project No. : PW 24-02
Location : 219 W. Mariposa Avenue, El Segundo, CA
Request for Substitution of Listed Subcontractor

Dear Ms. Ebert:

For the above-referenced Project and pursuant to Public Contract Code section 4107(a), Morillo Construction, Inc. ("MCI") hereby requests the substitution of Granitex Construction Co., Inc. in place and stead of the listed site concrete subcontractor, ABC Resources, Inc., to furnish and install complete site paving and improvements including all related concrete and accessories work complete per specification sections 312219, 321216, and 321313 at the Urho Saari Swim Stadium/Plunge Renovation Project.

LISTED SUBCONTRACTOR	REPLACEMENT SUBCONTRACTOR
ABC Resources, Inc. Attn: Bret Schaefer CSLB #538680 Address: 1527 West State Street, Ontario, CA 91762 T: (909) 988-0390 E: bret@abcresources.biz	Granitex Construction Co., Inc. Attn: Bob Hawes CSLB #624608 Address: 14071 Peyton Drive, Suite 2528, Chino Hills, CA, 91709 T: (714) 424-0622 E: bhawes@granitexconstruction.com

The basis of MCI's request to replace ABC Resources, Inc. is Public Contract Code section 4107(a)(1), which states:

"A prime contractor whose bid is accepted may not:

- (a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise



provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, *fails or refuses to execute a written contract...*"

ABC Resources, Inc. has refused to execute MCI's subcontract agreement without explanation and has made clear that it does not intend to perform its listed scope of work. As detailed in MCI's correspondence to ABC dated November 7, 2025 (copy enclosed and incorporated herein by reference), MCI requested that ABC provide a simple "consent to substitute" letter compliant with section 4107(a). Instead, ABC transmitted an unnecessary and overreaching Settlement and Release Agreement, which MCI declined to execute. Despite repeated requests, ABC has refused to provide anything other than that proposed agreement.

Accordingly, MCI is proceeding with this substitution request in accordance with section 4107(a)(1). MCI hereby takes full responsibility for this substitution and will hold the City of El Segundo harmless from and against any and all claims, costs, expenses, or damages that may arise in connection with or as a result of this substitution.

I declare under penalty of perjury according to the laws of the State of California that the foregoing is true and correct and that this letter was executed in the City of Pasadena, State of California, on November 7, 2025.

Thank you for your attention to this matter. As always, should you have any comments or questions, please do not hesitate to contact the undersigned.

Sincerely,

MORILLO CONSTRUCTION, INC.

A handwritten signature in blue ink, appearing to read "Glenn T. Rosen", is written over the company name. The signature is stylized and includes a large, sweeping flourish that extends upwards and to the right.

Glenn T. Rosen
Contracts Manager

Enclosure

cc: Elias Sassoon, Director, City of El Segundo Public Works Dept.



City Council Agenda Statement

Meeting Date: November 18, 2025

Agenda Heading: Public Hearings

Item Number: C.4

TITLE:

Introduction of an Ordinance to Amend Development Agreement No. 5751 for Beach Cities Media Campus

RECOMMENDATION:

1. Find the project exempt from further environmental review pursuant to the California Environmental Quality Act ("CEQA") Guidelines §15060(c)(3) and §15061(b)(3), as the ordinance does not constitute a "project" within the meaning of CEQA §15378 and the "common sense" exemption as the action of amending the language has no potential result in a direct or reasonably foreseeable indirect physical change to the environment and the action is limited to minor amendments to the existing Development Agreement, does not authorize or approve any physical development, and there is no possibility that the action may result in a significant effect on the environment.
2. Introduce and waive the first reading of an ordinance amending certain sections of Development Agreement No. 5751, most notably the allowed uses at the site to include a Professional Sports Team Headquarters and Training Facility use, and a fourth alternative Conceptual Site Plan.
3. Schedule a second reading of the ordinance for the December 2, 2025 regular City Council Meeting or as soon thereafter it may be considered.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

On August 6, 2019, the City of El Segundo City Council approved Environmental Assessment No. 1201, General Plan Amendment No. 17-01, Zone Change No. 17-01,

Amendment to Development Agreement No. 5751

November 18, 2025

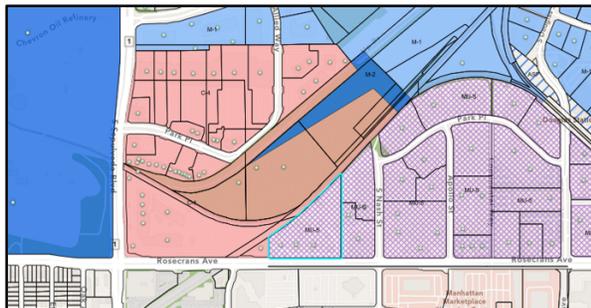
Page 2 of 4

and Development Agreement No. 5751 for the site 2011-2021 Rosecrans Avenue (known as the "Beach Cities Media Campus" site). This action changed the land use designation and zoning of the property from Commercial Center (C-4) to Urban Mixed-Use South (MU-S), allowed a development concept of three alternatives that included a mixture of creative office, retail/café, and studio and production facility uses, and certified an Environmental Impact Report (EIR) for the development of the property, and authorized the City to enter into a Development Agreement with the property owner. Through the Development Agreement, the property owner voluntarily waived its right to develop with certain uses which are allowed or conditionally allowed in the MU-S zone, and limited the FAR to 1.13, which is less than the 1.3 FAR otherwise permitted in the MU-S zone.

On August 20, 2025, an application for Environmental Assessment No. 1391 to Amend Development Agreement No. 5751 was submitted to the Planning Division for processing. The proposed amendment modifies certain sections of Development Agreement No. 5751, most notably allowing a Professional Sports Team Headquarters and Training Facility use, and a fourth alternative Conceptual Site Plan. The application was deemed complete by staff on September 25, 2025. The application and proposed amendment were circulated to all City departments for comments, with no objections received. Furthermore, the City Attorney has reviewed the proposed amendment language for the Development Agreement and has no objections.

Site Description

The Development Agreement applies to the property located at 2011-2021 Rosecrans Avenue known as the "Beach Cities Media Campus" site, which is situated in the Mixed-Use South (MU-S) zoning district. The site is currently vacant and is prominently situated along Rosecrans Avenue, which serves as the City's border with Manhattan Beach and is a major commercial corridor developed with a variety of retail, office, and service-oriented uses. The surrounding area is developed with a mix of commercial and retail establishments consistent with the intent of the MU-S zone, which is to encourage a vibrant blend of employment, shopping, and service opportunities. The property is readily accessible from major transportation routes and is integrated into an established urban environment characterized by a mixed-use setting.



Amendment to Development Agreement No. 5751

November 18, 2025

Page 3 of 4

DISCUSSION:

The applicant seeks to amend certain sections of Development Agreement No.5751. A development proposal to effectuate the proposed alternative and added use has been processed through a separate Site Plan Review, approved by the Planning Commission, contingent upon the approval of the proposed amendments to the development agreement.

The amendment expands the list of uses at the site to include a Professional Sports Team Headquarters and Training Facility use, and includes an illustrative Conceptual Site Plan as alternative no. 4. The proposed amendment broadens the permitted uses for the property, thereby allowing a greater flexibility for future development consistent with the original intent. The proposed amendments to Development Agreement No. 5751 are detailed in attached Exhibit A of the proposed Ordinance.

General Plan Findings

The approved Development Agreement No. 5751 was found to be consistent with the General Plan per Ordinance No. 1587. Provided in the attached ordinance, the proposed amendments do not alter any of the General Plan findings made in the original approval.

Amendment to Development Agreement Findings

The Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the General Plan of El Segundo, and there are no applicable Specific Plans for the subject property. The amended Development Agreement continues to be a 10-year term and continues to promote a balanced mix of land uses that support a range of employment opportunities while ensuring compatibility with surrounding development. The amended uses are compatible with the uses authorized in the MU-S zone in which the property is located. The amendment is in conformance with the public convenience, general welfare, and good land use practice as it expands commercial opportunities in a manner that complements the adjacent properties. Furthermore, the amendment will not be detrimental to the health, safety, and general welfare nor will it adversely affect the orderly development of property or the preservation of property values.

Environmental Assessment:

In accordance with the provisions of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, the proposed ordinance is exempt from further environmental review pursuant to CEQA Guidelines §15060(c)(3), as the Ordinance does not constitute a "project" within the meaning of CEQA §15378 and the action of amending the language has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. In addition, the Ordinance is exempt under

Amendment to Development Agreement No. 5751

November 18, 2025

Page 4 of 4

CEQA Guidelines §15061(b)(3), the "common sense" exemption, as the action is limited to minor amendments to the existing Development Agreement, does not authorize or approve any physical development, and there is no possibility that the action may result in a significant effect on the environment. Future development proposed pursuant to the Development Agreement is subject to separate site plan review pursuant to the Development Agreement No. 5751, Section 4.15, and City Code Chapter 25 (Site Plan Review). Pursuant to City Code §15-25-3, site plan review is a discretionary action that requires separate environmental review in accordance with CEQA and the CEQA Guidelines when the site plan review application for a development project is processed. Accordingly, no further environmental review is required for the DA amendment pursuant to CEQA Guidelines §15168(c)(2).

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy C: Implement strategic initiatives to attract new businesses and foster business to business networking and collaboration to retain and grow existing businesses.

Strategy D: Implement community planning, land use, and enforcement policies that encourage growth while preserving El Segundo's quality of life and small-town character.

PREPARED BY:

Jazmin Farias, Planning Technician

REVIEWED BY:

Michael Allen, Community Development Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. EA-1391 City Council Proposed Ordinance
2. Existing Development Agreement

ORDINANCE NO. ____

AN ORDINANCE APPROVING AND ADOPTING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 5751, TO AMEND THE ALLOWABLE USES AND ITS CONCEPTUAL SITE PLAN AS ALTERNATIVE NO. 4 FOR BEACH CITIES MEDIA CAMPUS

(Environmental Assessment No. EA-1391 and Amendment No. 1 to Development Agreement No. DA 5751)

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

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

- A. On August 6, 2019, the City of El Segundo City Council approved Environmental Assessment No. EA-1201, General Plan Amendment No. GPA 17-01, Zone Change No. ZC 17-01, and Development Agreement No. DA 5751. This action changed the land use designation and zoning of the property from Commercial Center (C-4) to Urban Mixed Use South (MU-S), allowed a development concept that included a mixture of alternatives for creative office, retail/café, and studio and production facility uses, and certified an Environmental Impact Report (EIR) for the development of the property and authorized the City to enter into a development agreement with the property owner;
- B. Development Agreement No. 5751 and Conditions of Approval were originally approved (EA-1201) by the City Council on August 6, 2019;
- C. Through the Development Agreement, the property owner voluntarily waived its rights to develop the property with certain uses which are allowed or conditionally allowed in the MU-S zone, and limited the FAR to 1.13, which is less than the 1.3 FAR allowed in the MU-S Zone;
- D. On August 20, 2025, Andrew Brady on behalf of property owner LA RE DEVELOPMENT HOLDINGS, LLC (hereinafter Applicant) filed request to amend certain section of Development Agreement No. 5751, including the allowed uses at the site;
- E. The proposed Development Agreement (DA) Amendment modifies the allowed uses to include a Professional Sports Team Headquarters and Training Facility use and its Conceptual Site Plan as alternative no. 4;
- F. The amendment request was reviewed by the City's Community Development Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code (ESMC);
- G. The City reviewed the amendments 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”);

- H. On October 6, 2025, public notices were mailed to all property owners and occupants within a 300-foot radius from the site, providing a 10-day time period for the submittal of comments in accordance with ESMC § 15-28-6(A);
- I. On October 9, 2025, a public notice was published in the El Segundo Herald newspaper, providing a 10-day time period for the submittal of comments in accordance with ESMC § 15-28-6(A);
- J. The item was duly noticed for the October 23, 2025, Planning Commission meeting. However, due to the lack of quorum this item was continued to be considered by the Planning Commission on November 13, 2025;
- K. On November 13, 2025, the Planning Commission held a duly noticed public hearing to receive public testimony and other evidence regarding the draft ordinance including, without limitation, information provided to the Planning Commission by city staff; and adopted Resolution No. 2973 recommending that the City Council approve this Ordinance;
- L. On November 3, 2025 public notices were mailed to all property owners and occupants within a 300-foot radius from the site, providing a 10-day time period for the submittal of comments in accordance with ESMC Section 15-28-6(A);
- M. On November 6, 2025 a public notice was published in the El Segundo Herald newspaper, providing a 10-day time period for the submittal of comments in accordance with ESMC Section 15-28-6(A);
- N. On November 18, 2025 the City Council held a duly noticed public hearing and considered the information provided by City staff and public testimony regarding the Ordinance; and
- O. 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 December 2, 2025 hearing and the staff report submitted by the Community Development Department.

SECTION 2: *Factual Findings and Conclusions.* The proposed amendments to Development Agreement No. 5751 are listed in Exhibit A, attached hereto, and incorporated herein by this reference.

SECTION 3: *General Plan Findings.* As required under Government Code § 65860, the City Council finds as follows:

- A. The approved Development Agreement No. 5751 was found to be consistent with the General Plan per Ordinance No. 1587. The proposed amendments do not alter

any of the General Plan findings made in the original approval. Approval of the Development Agreement amendment will further the goals, objectives, and policies of the General Plan and will not obstruct their attainment.

SECTION 4: Amendment to Development Agreement Findings. In accordance with Government Code §§ 65867.5 and 65868 and Resolution No. 3268, adopted June 26, 1984, the City Council finds as follows:

- A. The Development Agreement Amendment is consistent with the General Plan of El Segundo and there are no applicable Specific Plans. The amended Development Agreement continues to be a 10-year agreement that provides the following public benefits in exchange for vested development rights:
- Consistent with the objectives, policies, general land uses, and programs specified in the General Plan.
 - Promotes a balance of land uses that provide for a range of employment opportunities while maintaining compatibility with surrounding development.
 - Encourages development that contributes to El Segundo's role as a major employment and business center in the South Bay.
 - Foster land uses that enhance El Segundo's identity as a destination for business, recreation, and entertainment.
 - The Development Agreement amended uses are compatible with the uses authorized in and regulations prescribed for the Mixed-Use South (MU-S) zone in which the real property is located.
 - The Development Agreement Amendment is in conformity with the public convenience, general welfare, and good land use practice as it provides expanded commercial opportunities in a synergistic manner with the previously approved site plan review and adjacent land uses.
 - The proposed amendment will not be detrimental to the health, safety and general welfare.
 - The proposed amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values.
 - The development standards prescribed in the MU-S zone and development agreement will result in the orderly development in the future. All mitigation measures will be implemented at the time and place impacts occur.

SECTION 5: *Environmental Assessment.* In accordance with the provisions of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, the proposed Ordinance is exempt from further environmental review pursuant to CEQA Guidelines §15060(c)(3), as the Ordinance does not constitute a “project” within the meaning of CEQA §15378 and the action of amending the language has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. In addition, the Ordinance is exempt under CEQA Guidelines §15061(b)(3), the “common sense” exemption, as the action is limited to minor amendments to the existing Development Agreement, does not authorize or approve any physical development, and there is no possibility that the action may result in a significant effect on the environment. Any future development proposed pursuant to the Development Agreement would be subject to separate site plan review pursuant to Development Agreement No. 5751, Section 4.15, and City Code Chapter 25 (Site Plan Review). Pursuant to City Code § 15-25-3, site plan review is a discretionary action that requires separate environmental review in accordance with CEQA and the CEQA Guidelines when a site plan review application is submitted for a development project. Accordingly, no further environmental review is required for the DA Amendment pursuant to CEQA Guidelines §15168(c)(2).

SECTION 6: *Approvals and Authorization.* The City Council hereby approves and adopts the First Amendment to Development Agreement No. 5751, attached to this ordinance as Exhibit "A". Upon the effective date of this Ordinance, the Mayor is authorized to execute the amendment on behalf of the City. The City Manager is hereby authorized and directed to perform all acts and execute all documents needed to effectuate this Ordinance.

SECTION 7: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the amendment. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8: *Limitations.* The City Council's analysis and evaluation of the amendment is based on the best information currently available. It is inevitable that in evaluating a amendment that absolute and perfect knowledge of all possible aspects of the amendment will not exist. One of the major limitations on analysis of the amendment is the City Council's knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City' s ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 9: *Summaries of Information.* All summaries of information in the findings which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding, is not based in part on that fact.

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

SECTION 11: 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 12: 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 13: Effective Date. This Ordinance will become effective 30 days following its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

Chris Pimentel, Mayor

ATTEST:

Susan Truax, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

Certification

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

I, Susan Truax, 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 _____ 2025, 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 _____, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ____ day of November 2025.

Susan Truax, City Clerk
of the City of El Segundo, California

Exhibit A

Amendment No. 1 to Development Agreement (DA) No. 5751

**FIRST AMENDMENT TO DEVELOPMENT
AGREEMENT**

BEACH CITIES MEDIA CAMPUS
(FORMER AIR PRODUCTS SITE)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the “Amendment”) is dated as of _____, 2025 by and between the CITY OF EL SEGUNDO, a municipal corporation (the “City”), and LA RE DEVELOPMENT HOLDINGS, LLC, a Delaware limited liability company (the “Developer”), collectively, the “Parties.”

RECITALS

A. City and Rosecrans-Sepulveda Partners 4, LLC entered into a Development Agreement dated August 20, 2019 (the “Agreement”) and recorded on December 11, 2019 in the official records of Los Angeles County as Instrument No. 20191380759.

B. On or about September 15, 2025, pursuant to Sections 3.2 and 3.3 of the Agreement, Rosecrans-Sepulveda Partners 4, LLC assigned all of its rights, interests, duties, obligations and requirements under the Agreement to Developer, and Developer assumed all rights, interests, duties, obligations and requirements of Rosecrans-Sepulveda Partners 4, LLC under the Agreement.

C. The Parties now wish to amend the Agreement to allow for an additional development alternative that would allow for professional sports team headquarters and practice facility uses within the Project.

D. Each of the initially capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meaning given to it in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The definitions of “Beach Cities Media Campus,” “Media Campus,” “Alternatives,” “Project,” and “Site Plan” set forth in Section 1 of the Agreement are hereby deleted in their entirety and replaced with the following, respectively:

“Beach Cities Media Campus” or “Media Campus” means development of the Property with a development of a mixture of creative office, retail/café, and studio and production facilities, professional sports team headquarters and training facility that would consist of a maximum of: 240,000 square feet of creative office/professional sports team headquarters and training facility with the option to incorporate a roof deck; 66,000 square feet of studio and production facilities building; 7,000 square feet of retail/café uses for a total of 313,000 square feet of floor area with an associated FAR of 1.13 to 1; and the provision of parking

spaces in a combination of surface parking, underground parking, and a parking structure all as shown in the Conceptual Site Plan attached hereto as Exhibit B.

“Alternatives” means Alternatives 1, 2, 3, or 4 as described below:

Alternative 1 shall consist of the following development components: (a) 25,000 square feet of retail space; (b) 100,000 square feet of general office space with the option to incorporate a roof deck; and (c) 188,000 square feet of studio and production facilities, as shown in the Site Plan attached to the Agreement as Exhibit C.

Alternative 2 shall consist of the following development components: (a) 100,000 square feet of research and development; (b) 10,000 square feet of retail; and (c) 100,040 square feet of creative office space with the option to incorporate a roof deck, as shown in the Site Plan attached to the Agreement as Exhibit D.

Alternative 3 shall consist of the following development component: (a) 261,990 square feet of creative office space with the option to incorporate a roof deck, as shown in the Site Plan attached to the Agreement as Exhibit E.

Alternative 4 shall consist of the following development component: (a) up to 65,000 square feet of professional sports team headquarters and practice facilities uses with the option to incorporate a roof deck; (b) 200,000 square feet of office facility uses; and (c) 7,000 square feet of retail/cafe uses.

“Project” means the development of the Property for the Beach Cities Media Campus or one of the Alternatives in substantial conformance with the site plans attached to the Agreement and this Amendment as Exhibits B through F, in accordance with the Project Approvals and Applicable Rules.

“Site Plan” refers to the conceptual development plans for the Beach Cities Media Campus and each of the four Alternatives as shown on Exhibits B through F, attached hereto and incorporated herein by reference.

2. Section 2.6 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

2.6 This Agreement is intended to provide flexible entitlements to develop the Media Campus or one of the four Alternatives, within the parameters set forth herein and subject to the terms and conditions hereof, to meet the changing market demands that are likely to occur throughout the Term of this Agreement.

3. Section 4.13.1(a) of the Development Agreement is hereby deleted in its entirety and replaced with the following:

a. Minor Modifications include:

- i. A modification to the Site Plan for the Media Campus, or the Alternatives, provided the Director determines, in his/her discretion, that the Site Plan is substantially similar to the approved Site Plans attached hereto as Exhibits B through F; the modification complies with the Development Constraints; and there is no change which would qualify as a Major Modification under section 4.13.2 below;
- ii. A different mix of retail space, general or creative office space, studio and production facilities, research and development uses, or professional sports team headquarters and practice facilities uses provided that it meets the Development Constraints and the Director determines that no subsequent or supplemental EIR is required and any new impacts can be mitigated; and
- iii. Any other change that does not qualify as a Major Modification as defined below.

4. Exhibit F (“Assignment and Assumption Agreement”) to the Agreement is hereby redesignated as Exhibit G.

5. A new Exhibit F (“Site Plan for Alternative 4”), copy of which is attached hereto and incorporated herein by this reference, is hereby added to the Agreement.

6. Section 19 of the Agreement is deleted in its entirety and replaced with the following:

Notices. Any notice that a party is required or may desire to give the other must be in writing and must be sent by: (i) personal delivery; (ii) deposit in the United States Mail, postage prepaid; (iii) registered or certified mail, return receipt requested; (iv) overnight delivery using a nationally recognized overnight courier providing proof of delivery; or (v) electronic delivery, evidenced by confirmed receipt, addressed as follows:

If to City: City of El Segundo
 350 Main Street
 El Segundo, CA 90245
 Attn: City Manager
 Email: dgeorge@elsegundo.org

With a Copy to: City of El Segundo
 350 Main Street
 El Segundo, CA 90245
 Attn: Director of Planning and Building Safety

Email: mallen@elsegundo.org

With a Copy to: Hensley Law Group
2600 W. Olive Street, Suite 500
Burbank, California 95105
Attn: Mark D. Hensley, Esq.
Email: mhensley@hensleylawgroup.com

To Developer: LA RE DEVELOPMENT HOLDINGS, LLC
Attn: Tim Katt
1900 W Loops #1300
Houston, TX 77027
Email: tim.katt@transwestern.com

With a Copy to: DLA Piper LLP (US)
Attn: Andrew Brady
2000 Avenue of the Stars Suite 400
Los Angeles, CA 90067
Email: Andrew.brady@us.dlapiper.com

7. **Recognition of Assignment.** Pursuant to Sections 3.2 and 3.3 of the Agreement, all rights duties and obligations under the Agreement were assigned from Rosecrans-Sepulveda Partners, 4 LLC to LA RE Development Holdings, LLC, a Delaware limited liability company on or about September 15, 2025 (“**Assignment**”). The Parties hereby recognize that LA RE Development Holdings, LLC has assumed all rights, interests, duties, obligations and requirements of Developer under the Agreement. The Parties further recognize that the Assignment also includes an assignment and assumption of all rights, interests, duties and obligations to LA RE Development Holdings, LLC with respect to entitlements, permits and approvals for the Project, and to any and all applications for permits, inclusive of all plans, submittals and fees submitted and paid to City related to same. The Parties agree to hereafter work in good faith to take any reasonably required steps to ensure the assignment and assumption of all rights, duties, obligations and requirements under the Agreement are fully and properly effectuated.
8. **Ratification.** Except as expressly amended by this Amendment, the Agreement is in full force and effect and is hereby ratified and confirmed by the Parties in all respects.
9. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. A facsimile transmission of an original signature shall be deemed to be an original signature.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

CITY:

The City of El Segundo, a municipal corporation.

By: _____
Chris Pimentel, Mayor

DEVELOPER:

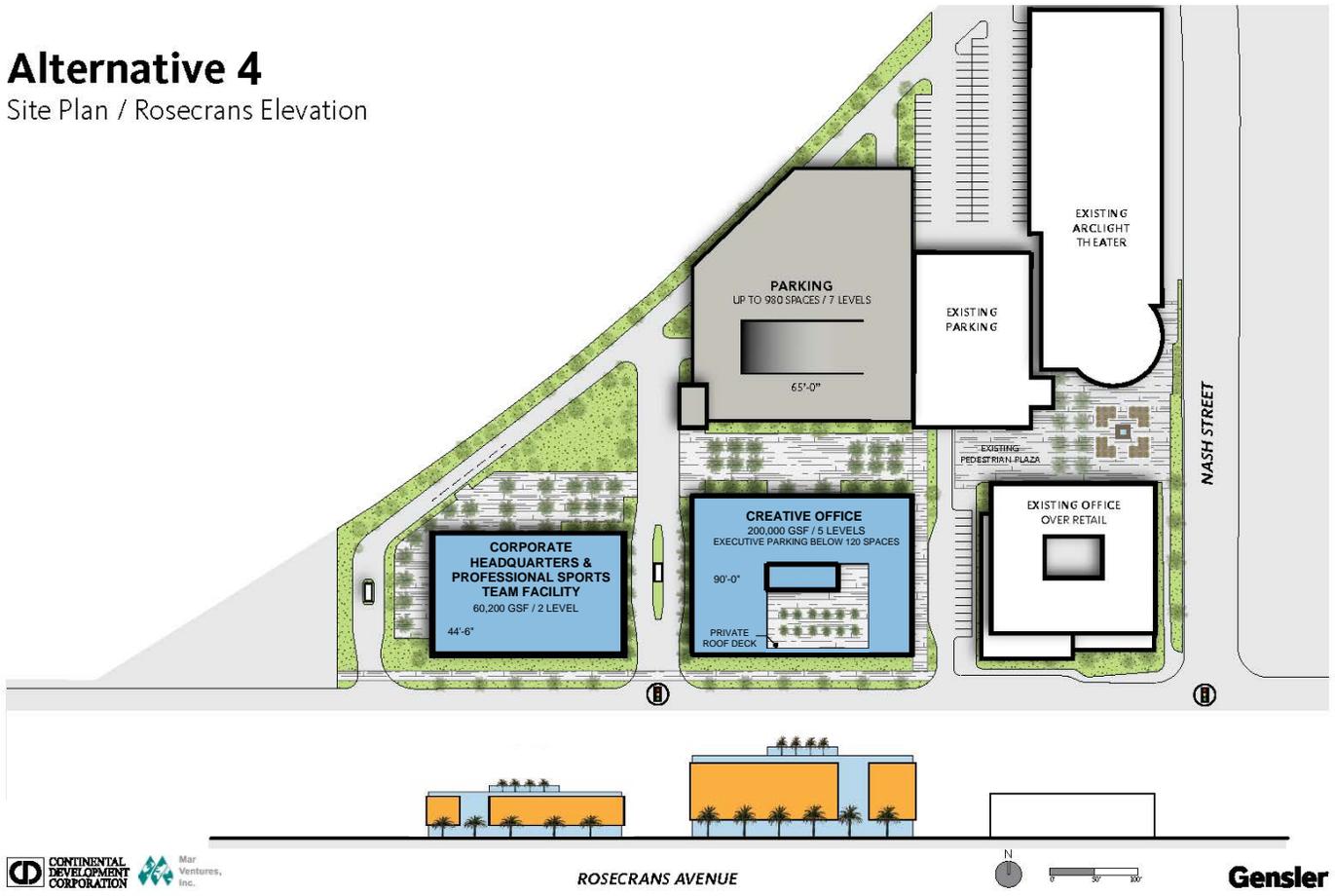
LA RE Development Holdings, LLC

By: _____

Its: _____

Alternative 4
Site Plan / Rosecrans Elevation

EXHIBIT F
SITE PLAN FOR ALTERNATIVE 4



30

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

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

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND
ROSECRANS-SEPULVEDA PARTNERS 4, LLC
(FORMER AIR PRODUCTS SITE)

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

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DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made and entered into by and between the CITY OF EL SEGUNDO, a municipal corporation (referred to hereinafter as “City”) and ROSECRANS-SEPULVEDA PARTNERS, 4 LLC, a Delaware limited liability company (hereinafter as “Developer”) as of this 20th day of August, 2019. City and Developer are referred to hereinafter individually as “Party” and collectively as “Parties”. In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

1. Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Agreement. Words and phrases not defined in this Section will have the meaning set forth in this Agreement, the El Segundo Municipal Code, or in common usage.

“Applicable Rules” means:

- The El Segundo General Plan, as it existed on the Approval Date, as modified by the Project Approvals;
- The El Segundo Municipal Code, as it existed on the Approval Date, as modified by the Project Approvals;
- Such other laws, ordinances, rules, regulations, and official policies governing permitted uses of the property, density, design, improvement, development fees, and construction standards and specifications applicable to the development of the Property in force at the time of the Effective Date, which are not in conflict with this Agreement.

“Approval Date” means August 20, 2019, the date on which the last of the Project Approval applications was approved by the City.

“Approved Plans” means a plan for any aspect of the Project, including, without limitation, the Site Plan, signage plans, and landscaping and irrigation plans, which are approved by the City in accordance with the Applicable Rules, and Project Approvals.

“Beach Cities Media Campus” or “Media Campus” means development of the Property with a development of a mixture of creative office, retail/café, and studio and production facilities that would consist of a maximum of: 240,000 square feet of creative office with the option to incorporate a roof deck; 66,000 square feet of studio and production facilities building; 7,000 square feet of retail/café uses for a total of 313,000 square feet of floor area with an associated FAR of 1.13 to 1; and the provision of parking spaces in a combination of surface parking, underground parking, and a parking structure all as shown in the Conceptual Site Plan attached hereto as Exhibit B.

“Building Regulations” means those regulations set forth in Title 13 of the ESMC.

“CEQA” means the California Environmental Quality Act, Public Resources Code § 21000

et seq.

“CEQA Guidelines” means the regulations implementing CEQA which have been adopted by the State and found at Title 14 of the California Code of Regulations, § 150000 *et seq.*

“City Council” means the City Council of the City of El Segundo.

“Developer” means Rosecrans Sepulveda Partners 4 LLC and its transferees, assigns and successors in interest.

“Development Constraints” means all of the following:

- No building shall exceed 140 feet in height;
- Parking shall be in an amount which meets the El Segundo Municipal Code and may be located in a combination of surface parking, underground parking, and a parking structure; and
- Access shall be taken from two driveways along Rosecrans Boulevard and one driveway accessing the Property off of Nash Street, consistent with the Site Plans for the Media Campus.

“Development Standards” means the Site Development Standards set forth in the ESMC for the Urban Mixed-Use South zone, as well as those provisions of the ESMC relating to such things as landscaping, off-street parking and loading spaces, and signs. The Development Standards are part of the Applicable Rules.

“Director” means the Director of Planning and Building Safety, or his designee.

“Effective Date” means the date on which the Enabling Ordinance becomes effective in accordance with Government Code § 36937.

“ESMC” means the El Segundo Municipal Code.

“Enabling Ordinance” means Ordinance No. 1587, approving this Development Agreement.

“Future Approvals” means such subsequent discretionary and ministerial entitlements, including permits, which are required to develop the Project in addition to the Project Approvals, and which are applied for by the Developer and approved by the City. Once approved, a Future Approval becomes part of the Project Approvals.

“Alternatives” means Alternatives 1, 2, or 3 as described below:

- Alternative 1 shall consist of the following development components: (a) 25,000 square feet of retail space; (b) 100,000 square feet of general office space with the

option to incorporate a roof deck; and (c) 188,000 square feet of studio and production facilities, as shown in the Site Plan attached hereto as Exhibit C.

- Alternative 2 shall consist of the following development components: (a) 100,000 square feet of research and development; (b) 10,000 square feet of retail; and (c) 100,040 square feet of creative office space with the option to incorporate a roof deck, as shown in the Site Plan attached hereto as Exhibit D.
- Alternative 3 shall consist of the following development component: (a) 261,990 square feet of creative office space with the option to incorporate a roof deck, as shown in the Site Plan attached hereto as Exhibit E.

“Party” means the City or the Developer. “Parties” shall mean both the City and the Developer.

“Person” means a natural person or any entity.

“Project” means the development of the Property for the Beach Cities Media Campus or one of the Alternatives in substantial conformance with the site plans attached hereto as Exhibits B through E, in accordance with the Project Approvals and Applicable Rules.

“Project Approvals” means:

- Final Environmental Impact Report (FEIR) No. EA-1201, as certified by Resolution No. 5159 on August 6, 2019;
- Mitigation Monitoring Program for FEIR No. EA-1201, as adopted by Resolution No. 5159 on August 6, 2019;
- General Plan Amendment No. 17-01, as approved by Resolution No. 5160 on August 6, 2019, including a change in the Land Use Map;
- Zone Change No. 17-01, as approved by Ordinance No. 1587 on August 20, 2019, including a change in the Zoning Map;
- This Development Agreement as approved by Ordinance No. 1587 on August 20, 2019.

“Property” refers to that 6.37 acres which is described in Exhibit A, attached hereto and incorporated herein by reference.

“Site Plan” refers to the conceptual development plans for the Beach Cities Media Campus and each of the three Alternatives as shown on Exhibits B through E, attached hereto and incorporated herein by reference.

“Subsequent Rules” means any changes to the Applicable Rules, including, without limitation, any change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, the Planning Commission or any other board, agency, commission or department of the City, or any officer or employee thereof, or by the electorate, which would, absent this Agreement, otherwise apply to the Property.

“Transferee” means a Person which assumes in whole or in part the rights and obligations under this Agreement with respect to all or a portion of the Property.

“Zone” means the Urban Mixed-Use South (MU-S) zone.

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

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

2.2 Developer is the owner of the Property.

2.3 Developer desires to redevelop the Property, which is a former industrial site located on Rosecrans Boulevard, with a mix of commercial uses in order to complete the Rosecrans Corridor.

2.4 By this Agreement, each Party desires to obtain the binding agreement of the other Party to develop the Property in accordance with the Project Approvals, Applicable Rules and this Agreement. In consideration thereof, the City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement. The Developer agrees to waive its rights, if any, to challenge legally the limitations on density and use imposed upon development of the Property and other restrictions and obligations set forth in this Agreement and the Project Approvals.

2.5 City and Developer have acknowledged and agreed that the consideration that is to be exchanged pursuant to this Agreement is fair, just and reasonable.

2.6 This Agreement is intended to provide flexible entitlements to develop the Media Campus or one of the three Alternatives, within the parameters set forth herein and subject to the terms and conditions hereof, to meet the changing market demands that are likely to occur throughout the Term of this Agreement.

2.7 The Project uses are consistent with the City’s General Plan, as amended, (the “General Plan”).

2.8 Development of the Project has, and will continue to, further the comprehensive planning objectives contained within the General Plan, and will result in public benefits, including, among others, the following:

2.8.1 Fulfilling long-term economic and social goals for City and the community;

2.8.2 Providing fiscal benefits to City's general fund in terms of increased utility, business license, property and sales tax revenues, which are anticipated to exceed \$390,000 annually;

2.8.3 Providing both short-term construction employment and long-term permanent employment within City;

2.8.4 Eliminating blighted areas;

2.8.5 Facilitating environmental remediation on and around the Property;

2.8.6 Giving up the right to develop the Property with certain uses which are allowed or conditionally allowed in the MU-S zone.

2.9 On May 23, 2019, the Planning Commission of the City commenced a duly noticed public hearing on the Project Approvals. At the conclusion of the hearing the Planning Commission recommended that the City Council approve the Project Approvals.

2.10 On August 6, 2019, 2019, the City Council commenced a duly noticed public hearing on the Project Approvals. Prior to approving this Agreement by the Enabling Ordinance, the City Council adopted Resolution No. 5159 approving the FEIR.

2.11 All of the Property is subject to this Agreement.

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

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

3.2 Rights to Assign and Transfer. Developer may assign or transfer its rights and obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time during the term of this Agreement without approval of the City. For purpose of this Agreement, the Transferee must be considered the "owner" of that portion of the Property which

is covered by such transfer.

3.3 Liabilities Upon Transfer. Upon the delegation of the duties and obligations under this Agreement and the sale, transfer or assignment of all or any portion of the Property, Developer will be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer, if: (i) Developer has provided to the City prior or subsequent written notice of such transfer; and (ii) the Transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Property so transferred by executing an Assignment and Assumption Agreement in the form of Exhibit F attached hereto and incorporated herein by reference. Upon any transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such Transferee, the City agrees to look solely to the Transferee for compliance by such Transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such Transferee. Any such Transferee shall be entitled to the benefits of this Agreement as "Developer" hereunder and shall be subject to the obligations of this Agreement applicable to the parcel(s) transferred. A default by any Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for satisfying the good faith compliance requirements set forth in Section 8 below relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between the City and a Transferee shall only affect the portion of the Property owned by such Transferee.

3.4 Resumption of Rights. If Transferee defaults with respect to any provision of this Agreement, developer may, but is not obligated to, resume Transferee's obligations upon written notification to City.

4. Development of the Property. The following provisions, in addition to the Applicable Rules, shall govern the development and use of the Property.

4.1 Permitted Uses, Design and Development Standards, and Dedication of Land for Public Purposes. The permitted, administratively permitted, and conditionally permitted uses of the Property as well as the Development Standards and provisions for reservation or dedication of land for public purposes are set forth in the Project Approvals and Applicable Rules.

4.2 Entitlement to Develop. The Developer is granted the vested right to develop the Project subject to the Applicable Rules, the Project Approvals, and any Future Approvals..

4.3 Additional Restrictions. In addition to the Applicable Rules, the Project Approvals, and this Agreement, Developer shall record a restriction against the Property prohibiting the following uses: (i) drive-through restaurants; (ii) adult businesses; (iii) catering services/flight kitchens; (iv) freight forwarding; and (v) service stations. This restriction shall survive the termination of this Agreement and the restrictions shall not be removed without the written consent of the City.

4.4 [Reserved]

4.5 Building Regulations. Notwithstanding Section 4.6 below, all construction on the Property shall adhere to the Building Regulations in effect at the time an application for a building permit is submitted and to any federal or state building requirements that are then in effect at such time. Additionally, nothing in this Agreement prevents the City from applying “standard specifications” for public improvements (e.g., streets, storm drainage, parking lot standards, driveway widths), as the same may be adopted or amended from time to time by the City, provided that the provisions of any such standards and specifications apply only to the extent they are in effect on a Citywide basis.

4.6 Subsequent Rules. Subsequent Rules cannot be applied by the City to any part of the Property unless the Developer gives the City written notice of its election to have such Subsequent Rule applied to the Property, in which case such Subsequent Rule is deemed to be an Applicable Rule.

4.7 Fees, Exactions, Mitigation Measures, Conditions, Reservations and Dedications.

4.7.1 Subject to sections 4.7.2, 4.7.3, and 5.2, all fees, exactions, mitigation measures, conditions, reservations and dedications of land for public purposes that are applicable to the Project are set forth in the Applicable Rules, the Project Approvals, and this Agreement.

4.7.2 Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City can only charge and impose those fees and exactions, including, without limitation, dedication and any other fee relating to development or the privilege of development, which are in effect on a City-wide basis as of the Effective Date.

4.7.3 The Developer must pay the amount of the impact fees that are in effect at the time of application for the building permit pursuant to City Council Resolution Nos. 4443 and 4687, or such subsequent resolutions as may be adopted by the City Council in accordance with applicable procedures, but shall not be required to pay any new impact fees that are not in effect at the time of Project Approvals.

4.7.4 This Section shall not be construed to limit the authority of the City to charge normal and customary application, processing, and permit fees, including legal and environmental processing costs, for land use approvals, building permits and other similar permits, for Future Approvals, which fees are designed to reimburse City’s actual expenses attributable to such application, processing and permitting and are in force and effect on a City-wide basis at such time as applications for such approvals are filed with the City.

4.8 Use of Easements. Notwithstanding the provisions of the Applicable Rules, easements dedicated for vehicular and pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable, and environmental

remediation and other utilities and facilities so long as they do not unreasonably interfere with pedestrian and/or vehicular use.

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

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

4.10 Moratorium.

4.10.1 The City shall not impose a moratorium on the Property unless such is necessary to protect a significant threat to the health, safety and welfare of the City.

4.10.2 Except as provided in Section 4.10.1 above, no City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates, or other entitlements to use or service (including, without limitation, water and sewer), approved, issued or granted within the City, or portions of the City, applies to the Property to the extent such moratorium or other limitation is in conflict with this Agreement. However, the provisions of this Section do not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

4.11 Term. This Agreement shall be in effect for a period of 10 years from the Effective Date of the Enabling Ordinance. However, the Developer or the City shall be entitled to, by written notice to the other Party prior to the Agreement's expiration, one (1) five (5)-year extension, provided that the requesting Party is not in material default of this Agreement at such time beyond any applicable period to cure provided for by Section 8.5 below. Before the expiration of the five (5) year extension, the Parties may mutually agree to further extensions. In the event of litigation challenging this Agreement, the Term is automatically suspended for the duration of such litigation and resumes upon final disposition of such challenge and any appeal thereof upholding the validity

of this Agreement. In the event that a referendum petition concerning this Agreement is duly filed in such a manner that the ordinance approving this Agreement is suspended, then the Term is deemed to commence upon City Council certification of the results of the referendum election approving this Agreement.

4.12 Term of Map(s) and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed on all or any portion of the Property and the term of each of the Project Approvals shall be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section 4.11 above, including any extensions thereto.

4.13 Future Approvals.

4.13.1 Minor Modifications to Project. The Developer may make minor changes to the Project and Project Approvals (“Minor Modifications”) without the need to amend this Agreement upon the administrative approval of the Director.

(a) Minor Modifications include:

(i) A modification to the Site Plan for the Media Campus, or the Alternatives, provided the Director determines, in his/her discretion, that the Site Plan is substantially similar to the approved Site Plans attached hereto as Exhibits B through E; the modification complies with the Development Constraints; and there is no change which would qualify as a Major Modification under section 4.13.2 below;

(ii) A different mix of retail space, general or creative office space, studio and production facilities, or research and development uses provided that it meets the Development Constraints and the Director determines that no subsequent or supplemental EIR is required and any new impacts can be mitigated; and

(iii) any other change that does not qualify as a Major Modification as defined below.

(b) The City shall not unreasonably withhold or delay approval of any Minor Modification. The City shall have the right to impose reasonable conditions in connection with Minor Modifications, provided, however, such conditions shall not be inconsistent with the Applicable Rules, the Project Approvals or with the development of the Project as contemplated by this Agreement.

(c) Minor Modification of Project Approvals A Minor Amendment approved by the City shall continue to constitute the Project Approvals as referenced herein.

4.13.2 Modifications Requiring Amendment to this Agreement. Any proposed modification to the Project which results in any of the following shall constitute a Major Modification and shall require an amendment to this Agreement pursuant to Section 14 below:

- (a) Any decrease in the required building setbacks of the MU-S Zone;
- (b) Any increase in the total developable square footage of the entire Property in excess of a maximum FAR of 1.13;
- (c) Any increase in height of buildings or structures on the Property above 140 feet;
- (d) Any decrease in the minimum required lot area as set forth in the MU-S Zone;
- (e) Any decrease in the minimum required lot frontage as set forth in the MU-S Zone;
- (f) Any increase to the level of significance of any traffic impact, unless a subsequent traffic report has been prepared to the reasonable satisfaction of the Director that identifies potential impacts and proposes feasible mitigation measures to mitigate such impacts and otherwise complies with CEQA;
- (g) Any change to the access of the Property from having two driveways on Rosecrans Boulevard and one driveway accessing the Property off of Nash Street;
- (h) Any decrease to the amount of parking below that required by the El Segundo Municipal Code;
- (i) Any change which creates a new environmental impact which cannot be mitigated to a level of insignificance;
- (j) Any change in use to a use which is not permitted under this Agreement, but is otherwise permitted in the MU-S Zone.

4.14 Site Plan Review. Site Plan Review approval shall be required in accordance with Chapter 15-30 of the El Segundo Municipal Code. Nothing in this Agreement is intended to limit the applicability of the Site Plan Review requirement in Chapter 15-30 of the ESMC.

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

Approvals and this Agreement have been satisfied.

5. Developer Agreements.

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

5.1.1 In the event that any of the mitigation measures or conditions required of Developer hereunder have been implemented by others, Developer shall be conclusively deemed to have satisfied such mitigation measures or conditions, consistent with CEQA. If any such mitigation measures or conditions are rejected by a governmental agency with jurisdiction, the Developer may implement reasonably equivalent substitute mitigation, consistent with CEQA, to the City's satisfaction, in lieu of the rejected mitigation measures or conditions. Such substitution shall be deemed to be a Minor Modification pursuant to Section 4.13.1 above.

5.2 Development Fees. Subject to the provisions of Section 4.7 above, Developer shall pay the development fees in effect at the time of building permit application. The Developer shall be entitled to credits against the City's traffic mitigation fees to the extent off-site traffic improvements that are required by the Project Approvals are included in any subsequent traffic fee mitigation program adopted by the City pursuant to Government Code Section 66000, *et seq.* Such credits shall be based upon the actual audited costs and shall only be granted to the extent such improvements are constructed in accordance with all applicable state and local laws. The Developer waives any and all rights it may have to challenge development fees that are in effect at the time of the Effective Date and the City's right to amend its current development fees. However, the Developer retains the legal right to challenge the amount of any such amended or increased development fees to the extent such are not in compliance with the requirements of Government Code Section 66000, *et seq.* as well as its right to receive credits against such amended or increased fees.

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

5.4 Sales and Use Tax.

5.4.1 In the event the contract price for any work on the Project is valued at five million dollars (\$5,000,000.00) or more, Developer agrees to report, on a State Board of Equalization Tax Return, any purchases of tangible personal property made in connection with the finishing of and/or installation of materials, or fixtures for the Project, when such purchases were made without sales or use tax due. Developer shall indicate the City as a registered job site location on the State Board of Equalization Tax Return. In such event, Developer shall also obtain a permit or a sub-permit from the State Board of Equalization indicating the City as the registered job site

location, in accordance with Revenue and Taxation Code § 7051.3 or State Board of Equalization Compliance Policy and Procedure Manual § 295.060.

5.4.2 Developer further agrees that if Developer retains contractors or subcontractors to perform a portion of work in the Project, and said contracts or subcontracts are valued at five million dollars (\$5,000,000) or more, said contracts or subcontracts shall contain the provisions set forth in Subsection (a) above.

5.4.3 The Director of Finance of the City is authorized to relieve Developer, and Developer's contractors and subcontractors, from the requirements set forth in this Section 5.4 upon proof to the reasonable satisfaction of the Director of Finance that Developer and/or its contractors or subcontractors have made good faith efforts to obtain said permit or sub-permits, but were denied the same by the State Board of Equalization.

6. City Agreements.

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

6.2 Processing Cooperation and Assistance. To the extent permitted by law, the City shall reasonably cooperate with the Developer in securing any and all entitlements, authorizations, permits or approvals which may be required by any other governmental or quasi-governmental entity in connection with the development of the Project or the Property. Without limiting the foregoing, the City shall reasonably cooperate with the Developer in any dealings with federal, state and other local governmental and quasi-governmental entities concerning issues affecting the Property. The City shall keep the Developer fully informed with respect to its communications with such agencies which could impact the development of the Property. The City must not take any actions to encourage any other governmental or quasi-governmental entities from withholding any necessary approvals and any such contrary actions on the part of the City must be considered a breach of this Agreement by City.

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

of any such order.

6.4 Performance of Director Duties. The City shall ensure that a person or persons are designated at all times to carry out the duties of the Director set forth in this Agreement.

7. Modification/Suspension.

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

7.2 In the event any state or federal resources agency (i.e., California Department of Fish and Game, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Regional Water Quality Control Board/State Water Resources Control Board), in connection with its final issuance of a permit or certification for all or a portion of the Project, imposes requirements (“Permitting Requirements”) that require modifications to the Project, then the parties will work together in good faith to incorporate such changes into the Project; provided, however, that if Developer appeals or challenges any such Permit Requirements, then the Parties may defer such changes until the completion of such appeal or challenge.

8. Demonstration of Good Faith Compliance.

8.1 Review of Compliance. In accordance with Government Code Section 65865.1, this Section 8 and the Applicable Rules, once each year, on or before each anniversary of the Effective Date (“Periodic Review”), the City Planning and Building Safety Director shall review the extent of the Developer’s good faith substantial compliance with the terms and provisions of this Agreement as well as the performance by the City of its obligations under this Agreement.

8.2 Good Faith Compliance. During each Periodic Review, the Developer shall demonstrate by written status report that, during the preceding twelve (12) month period, that it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase “good faith compliance” shall mean that the Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied with the Developer’s material obligations under this Agreement.

8.3 City Report - Information to be Provided to Developer. At least 14 days before the annual anniversary of the Effective Date, the City must deliver to the Developer a copy of all staff reports prepared in connection with a Periodic Review, any prior staff reports generated during the review period, written comments from the public, and, to the extent practical, all related exhibits concerning such Periodic Review. This information shall be known as the “City Report.”

8.4 Developer's Report. No later than the annual anniversary of the Effective Date, Developer must submit a written status report to the Director addressing the good faith compliance issue and any issues raised by the City Report provided to the Developer in accordance with section 8.3 above.

8.5 Notice of Non-Compliance; Cure Rights. If, after reviewing the Developer's Report, the Director reasonably concludes on the basis of substantial evidence that as to any parcel or parcels comprising the Property, Developer has not demonstrated that it is in good faith compliance with this Agreement, the Director may issue and deliver to the Developer a written Notice of Violation as set forth in Section 10 below.

8.6 Public Notice of Finding. Any appeal of the Director's determination (including any appeal by the Developer) must be filed within twenty (20) days following such decision. Filing such an appeal tolls the cure period specified in the Notice of Violation. Notwithstanding Section 13.1, an appeal regarding the Notice of Violation shall be heard directly by the City Council at a duly-noticed public hearing and the City Council must issue a final decision. Developer retains the right to challenge the City's issuance of any final decision pursuant to Code of Civil Procedure § 1094.5 without complying with the procedures set forth in Section 10.4 below.

8.7 Failure of Periodic Review. The City's failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide the City Report by the Effective Date, Developer will be deemed to be in good faith compliance with this Agreement.

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

10. Default Provisions.

10.1 Default. Either Party to this Agreement shall be deemed to have breached this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of violation (the "Notice of Violation") from the

non-breaching Party to the breaching Party, which period of time shall not be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching Party cannot reasonably cure a non-monetary default within the time set forth in the notice, then the breaching Party shall not be in default if it commences to cure the default within such time limit and diligently effects such cure thereafter. If the City determines that a default may have occurred, the City shall give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code Sections 65867 and 65868. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. If the City Council finds based upon the evidence that the Developer is in breach of this Agreement, the City Council may modify or terminate this Agreement. If Developer initiates a resolution of dispute in accordance with the provisions of Section 10.4 below within 60 days following the City Council's determination that Developer is in breach of this Agreement, the City Council's decision to modify or terminate this Agreement is stayed until the issue has been resolved through informal procedures, mediation, or court proceedings.

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

10.3 Remedies for Breach. The Parties agree that the remedies for breach of this Agreement shall be limited to the remedies expressly set forth in this section. Developer's remedies for any breach of this Agreement by City shall be limited to injunctive relief and/or specific performance.

10.4 Resolution of Disputes. The City and the Developer agree to attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in spirit of mutual cooperation. If those attempts fail, the dispute may be mediated by a mediator chosen jointly by the City and the Developer within 30 days after notice by one of the parties demanding non-binding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator. The City and the Developer will share the cost of the mediation equally. The Parties may agree to engage in some other form of non-binding alternate dispute resolution ("ADR") procedure in lieu of mediation. Any dispute that cannot be resolved between the Parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Los Angeles, California.

10.5 Attorney's Fees and Costs. Each Party to this Agreement agrees to waive any entitlement of attorney's fees and costs incurred with respect to any dispute arising from this Agreement. The parties will each bear their own attorney's fees and costs in the event of any dispute.

11. Mortgagee Protection. This Agreement shall not prevent or limit the Developer, in any

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

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

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

11.3 Mortgagee's Time to Cure. The City shall provide a copy of any Notice of Violation to the Mortgagee that has requested such copy within ten (10) days of sending the Notice of Violation to the Developer. The Mortgagee shall have the right, but not the obligation, to cure the default for period of sixty (60) days after receipt of such Notice of Violation, or such longer period of time as may be specified in the Notice. Notwithstanding the foregoing, if such default shall be a default which can only be remedied by such Mortgagee obtaining possession of the Property, or any portion thereof, and such Mortgagee seeks to obtain possession, such Mortgagee shall have until sixty (60) days after the date of obtaining such possession to cure or, if such default cannot reasonably be cured within such period, to commence to cure such default, provided that such default is cured no later than one (1) year after Mortgagee obtains such possession.

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

11.5 Bankruptcy. If any Mortgagee is prohibited from commencing or prosecuting

foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving the Developer, the times specified in Section 10 above shall be extended for the period of the prohibition, except that any such extension shall not extend the term of this Agreement.

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

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

13. Administration of Agreement.

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

13.2 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they

shall effectuate such clarification through a memoranda approved in writing by City and Developer (the “Operating Memoranda”), which, after execution, shall be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by City and the Developer. Operating Memoranda are not intended to and shall not constitute an amendment to this Agreement but are mere ministerial clarifications, therefore public notices and hearings are not required. The City Attorney shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 14 below. The authority to enter into such Operating Memoranda is hereby delegated to the Director, and the Director is hereby authorized to execute any Operating Memoranda hereunder without further City Council action.

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

14. Amendment or Termination by Mutual Consent. Except as otherwise set forth herein, this Agreement may only be amended or terminated, in whole or in part, by mutual consent of City and the Developer, and upon compliance with the provisions of Government Code § 65867.

15. Indemnification/Defense.

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

15.2 Defense of Agreement. If the City accepts Developer’s indemnification and defense as provided in Section 15.1 above, the City agrees to and shall timely take all actions

which are necessary or required to uphold the validity and enforceability of this Agreement, the Discretionary Approvals, Project Approvals, Development Standards, and the Applicable Rules. This Section 15 shall survive the termination of this Agreement.

16. Cooperation in the Event of Legal Challenge.

16.1 Third Party Challenges. In the event of any administrative, legal or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging the validity of any provision of this Agreement, challenging any Approval, or challenging the sufficiency of any environmental review of either this Agreement or any Approval under CEQA (each a “Third Party Challenge”), each party must cooperate in the defense of such Third Party Challenge, in accordance with this Section. Developer agrees to pay City's costs of defending a Third Party Challenge, including all court costs and reasonable attorney’s fees expended by City (including the time and cost of the City Attorney) in defense of any Third Party Challenge, as well as the time of City's staff spent in connection with such defense. Developer may select its own legal counsel to represent Developer’s interests in any Third Party Challenge at Developer’s sole cost and expense. City agrees that it will not enter into a settlement agreement to any Third Party Challenge without Developer’s written consent. Developer’s obligation to pay City's costs in the defense of a Third Party Challenge shall not extend to those costs incurred on appeal if Developer notifies the City is writing that it does not wish to pursue the appeal.

16.2 Third Party Challenges Related to the Applicability of City Laws. The provisions of this Section will apply only in the event of a legal or equitable action or other proceeding, before a court of competent jurisdiction, instituted by any person or entity not a party to the Agreement challenging the applicability to the Project or Project Site of a conflicting City Law (a “Third Party Enforcement Action”):

16.2.1 In the event of a Third Party Enforcement Action, City must: (i) promptly notify Developer of such action or proceeding; and (ii) stipulate to Developer’s intervention as a party to such action or proceeding unless Developer has already been named as a respondent or real party in interest to such action or proceeding. In no event will City take any action that would frustrate, hinder, or otherwise complicate Developer’s efforts to intervene, join or otherwise participate as a party to any Third Party Enforcement Action. As requested by Developer, City must use its best efforts to ensure that Developer is permitted to intervene, join or otherwise participate as a party to any Third Party Enforcement Action. If, for any reason, Developer is not permitted to intervene, join or otherwise participate as a party to any Third Party Enforcement Action, the parties to this Agreement agree to cooperate, to the maximum extent permitted by law, in the defense of such action or proceeding. For purposes of this Section, the required cooperation between the parties includes, without limitation, developing litigation strategies, preparing litigation briefs and other related documents, conferring on all aspects of the litigation, developing settlement strategies, and, to the extent permitted by law, jointly making significant decisions related to the relevant litigation, throughout the course thereof.

16.2.2 City's costs of defending any Third Party Enforcement Action, including all court costs, and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third Party Enforcement Action, as well as the time of City's staff spent in connection with such defense (the "Enforcement Action Defense Costs), will be paid in accordance with this Agreement. The Enforcement Action Defense Costs shall extend to, and Developer will be obligated to pay, any costs incurred on appeal unless Developer notifies the City in writing that it does not wish to pursue the appeal.

16.2.3 City must not enter into a settlement agreement or take any other action to resolve any Third Party Enforcement Action without Developer's written consent. City cannot, without Developer's written consent, take any action that would frustrate, hinder or otherwise prevent Developer's efforts to settle or otherwise resolve any Third Party Enforcement Action.

16.2.4 Provided that City complies with this Section and provided that Developer is a party to the relevant Third Party Enforcement Action, Developer agrees to be bound by any final judgment (i.e., following all available appeals) arising out of a Third Party Enforcement Action and further agrees that no default under this Agreement will arise if such final judgment requires City to apply to the Project or Project Site a City Law that conflicts with Applicable Law or this Agreement.

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

18. Effective Date. This Agreement shall become operative on the date the Enabling Ordinance approving this Development Agreement becomes effective (the "Effective Date") pursuant to Government Code Section 36937.

19. Notices. Any notice that a party is required or may desire to give the other must be in writing and may be sent by: i) personal delivery; or ii) by deposit in the United States mail, postage paid, registered or certified mail, return receipt requested; or iii) by overnight delivery using a nationally recognized overnight courier, providing proof of delivery; or iv) by facsimile, evidenced by confirmed receipt; or v) by electronic delivery, evidenced by confirmed receipt, addressed as follows:

If to City: City of El Segundo
350 Main Street
El Segundo, CA 90245
Attention: City Manager
Phone: 310/524-2301
Fax: 310/322-7137
E-mail: smitnick@elsegundo.org

With a Copy to: City of El Segundo
350 Main Street
El Segundo, CA 90245

Attention: Director of Planning and Building Safety
Phone: 310/524-2346
Fax: 310/322-4167
E-mail: slee@elsegundo.org

With a Copy to:

Hensley Law Group
3655 Torrance Boulevard, Suite 300
Torrance, California 90503
Attention: Mark D. Hensley, Esq.
Phone:
Fax:
E-mail: mhensley@hensleylawgroup.com

If to Developer:

Rosecrans-Sepulveda 4, LLC
Richard L. Lundquist
President
Continental Development Corporation
2041 Rosecrans Avenue, Suite 200
El Segundo, CA 90245
Phone: 310/640-1520, ext. ____
Fax: 310/414-9279
E-mail: rlundquist@continentaldevelopment.com

With a Copy to:

Rosecrans-Sepulveda 4, LLC
Alex Rose
Senior Vice President
Continental Development Corporation
2041 Rosecrans Avenue, Suite 200
El Segundo, CA 90245
Phone: 310/640-1520
Fax: 310/414-9272
E-mail arose@continentaldevelopment.com

With a Copy to:

Allan Mackenzie
c/o Mar Ventures, Inc.
721 N. Douglas Street
El Segundo, CA 90245
Phone:
Fax
E-mail: allan.mackenzie@marventures.com

With a Copy to:

Lisa Kranitz
Wallin, Kress, Reisman & Kranitz, LLP

11355 Olympic Boulevard, Suite 300
Los Angeles, CA 90064
Phone: 310/450-9585
Fax: 310/450-0505
E-mail: lisa@wkrklaw.com

Either City or Developer may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such change is affected. Any notice given by mail is deemed to have been given as of the date of delivery (whether accepted or refused) established by the United State Post Office, return receipt, or the overnight carrier's proof of delivery as the case may be. Notices given in any other manner are effective only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m., local time of the recipient, of any business day with delivery made after such hours deemed received the following business day.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and supersedes in its entirety all prior agreements or understandings, oral or written. This Agreement shall not be amended, except as expressly provided herein.

21. Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

22. Supersession of Subsequent Laws of Judicial Action. The provisions of this Agreement must, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties must meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

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

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

25. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party shall have any right of action based upon any provision of this Agreement.
26. Recordation of Agreement and Amendments. This Agreement and any amendment thereof shall be recorded with the County Recorder of the County of Los Angeles by the City Clerk of City.
27. Cooperation Between City and Developer. City and Developer shall execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out the purposes of this Agreement. Upon satisfactory performance by Developer, and subject to the continuing cooperation of the Developer, City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and development of the Project or Property in accordance with the terms of this Agreement.
28. Rules of Construction. The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Applicable Rules or the Project Approvals or the Future Approvals, the provisions of this Agreement shall control.
29. Joint Preparation. This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.
30. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Los Angeles.
31. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.
32. Weekend/Holiday Dates. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or holiday specified in Government Code § 6700, the date for such determination or action shall be extended to the first business day immediately thereafter.
33. Not a Public Dedication. Except as otherwise expressly provided herein, nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property. The Developer shall have the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any

person for any purpose which is not consistent with the development of the Project. Any portion of the Property conveyed to the City by the Developer as provided herein shall be held and used by the City only for the purposes contemplated herein or otherwise provided in such conveyance, and the City shall not take or permit to be taken (if within the power or authority of the City) any action or activity with respect to such portion of the Property that would deprive the Developer of the material benefits of this Agreement, or would in any manner interfere with the development of the Project as contemplated by this Agreement.

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

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

IN WITNESS WHEREOF, the Developer and the City of El Segundo have executed this Development Agreement on the date first above written.

CITY:

City of El Segundo, a municipal corporation

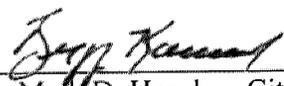
By:  _____
Mayor

ATTEST:



Tracy Weaver
City Clerk

APPROVED AS TO FORM:

By: 

Mark D. Hensley, City Attorney

DEVELOPER:

ROSECRANS-SEPULVEDA PARTNERS 4, LLC,
A Delaware limited liability company

By: Continental Rosecrans-Sepulveda, Inc.
a California corporation

By: *Richard C. Lundquist*
Richard C. Lundquist, President

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of El Segundo, County of Los Angeles, State of California, described as follows:

THE SURFACE AND THAT PORTION OF THE SUBSURFACE WHICH LIES ABOVE A PLANE 450 FEET BELOW THE MEAN LOW WATER LEVEL OF THE PACIFIC OCEAN (AS SAID MEAN LOW WATER LEVEL IS ESTABLISHED BY U.S. COAST AND GEODETIC SURVEY BENCH MARKS ALONG THE SHORE LINE) OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, TO WIT: PARCEL 2 OF PARCEL MAP NO. 2341, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 32, PAGE 99 OF PARCEL MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, TOGETHER WITH THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 2341, AS SHOWN ON THE MAP FILED IN BOOK 32, PAGE 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE WESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 89° 57' 34" EAST, 291.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 02' 26" EAST, 183.15 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1.

EXCEPTING ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM SAID LAND; PROVIDED, HOWEVER, THAT THE SURFACE OF SAID LAND SHALL NEVER BE USED FOR THE EXPLORATION, DEVELOPMENT, EXTRACTION, REMOVAL OR STORAGE OF SAID OIL, GAS, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS, AND FURTHER PROVIDED NO INSTALLATION CONSTRUCTED THEREIN SHALL BE DISTURBED IN ANY MANNER IN EXTRACTING SAID RESERVED MINERALS, AS RESERVED IN DEED FROM STANDARD OIL COMPANY OF CALIFORNIA, RECORDED DECEMBER 20, 1960, AS INSTRUMENT NO. 1622, IN BOOK D-1069, PAGE 898, OFFICIAL RECORDS. SAID LAND IS ALSO SHOWN AS PARCEL 2 OF LLA NO. 13-04 OF THAT CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT RECORDED DECEMBER 30, 2013 AS INSTRUMENT NO. 20131816582 OF OFFICIAL RECORDS.

APN: 4138-015-064

EXHIBIT B SITE PLAN FOR BEACH CITIES MEDIA CAMPUS

Site Plan Site Plan / Rosecrans Elevation



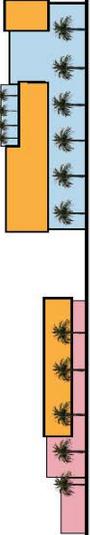


CONTINENTAL
DEVELOPMENT
CORPORATION



Mar
Ventures,
Inc.

ROSECRANS AVENUE



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**EXHIBIT C
SITE PLAN FOR ALTERNATIVE 1**

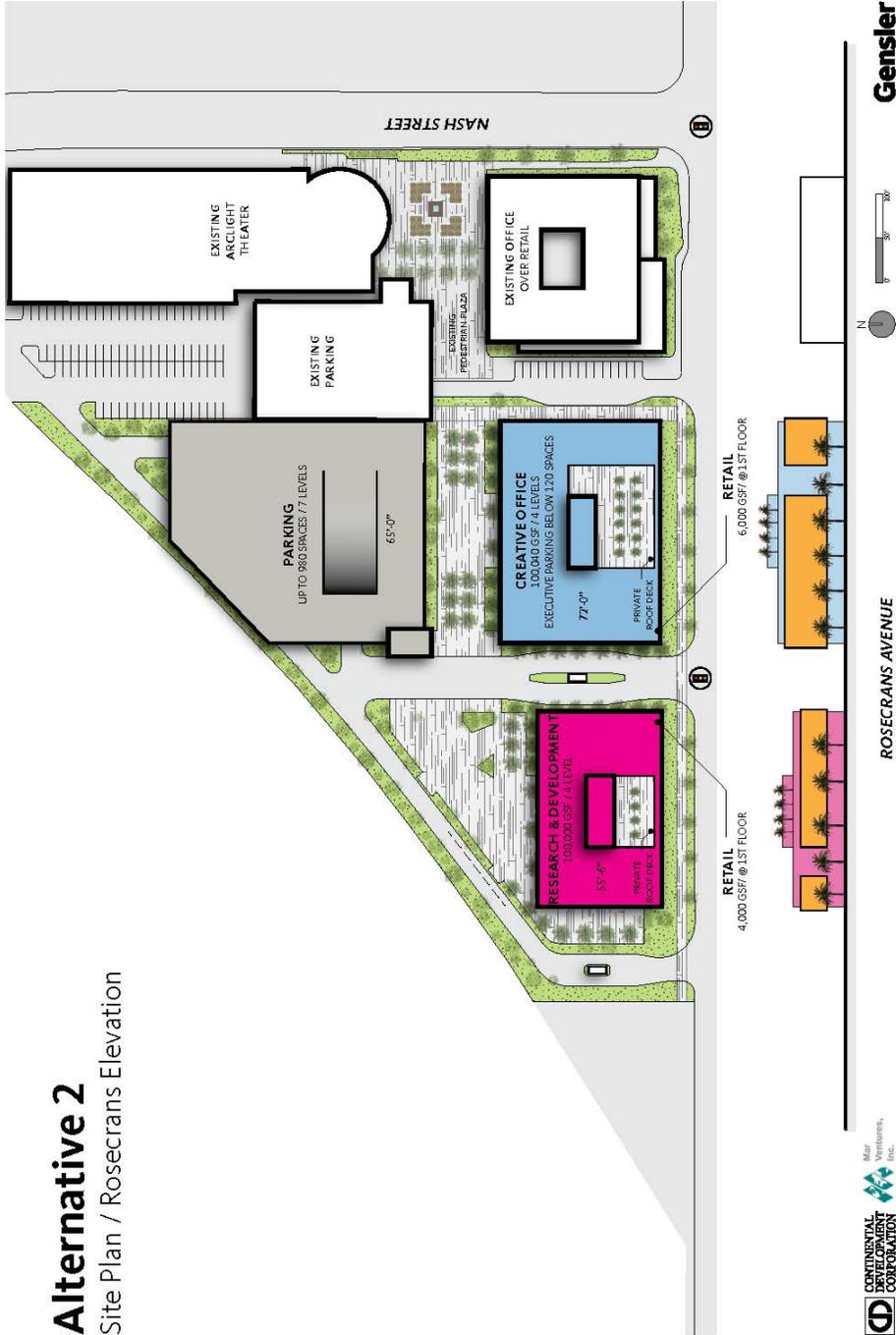
Alternative 1
Site Plan / Rosecrans Elevation



Gensler 3

EXHIBIT D SITE PLAN FOR ALTERNATIVE 2

Alternative 2 Site Plan / Rosecrans Elevation



Gensler 4

EXHIBIT E SITE PLAN FOR ALTERNATIVE 3

Alternative 3 Site Plan / Rosecrans Elevation



Gensler 5

EXHIBIT F

ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested By and
When Recorded Mail To:
Rosecrans Sepulveda Partners 4 LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into by and among ROSECRANS-SEPULVEDA PARTNERS 4, LLC, a Delaware Limited Liability Corporation (“RSP4”) (“Assignors”), and, _____, a _____ (“Assignee”).

RECITALS

A. The City of El Segundo (“City”) and Assignor entered into that certain Revised and Restated Development Agreement dated _____, 20__ (the “Development Agreement”), with respect to the real property located in the City of El Segundo, State of California more particularly described in Exhibit “A” attached hereto (the “Project Site”), and

B. Assignor has obtained from the City certain development approvals and permits with respect to the development of the Project Site, including without limitation, approval of _____ for the Project Site (collectively, the “Project Approvals”).

C. Assignor intends to sell, and Assignee intends to purchase that portion, of the Project Site more particularly described in Exhibit “B” attached hereto (the “Transferred Property”).

D. In connection with such purchase and sale, Assignor desires to transfer all of the Assignor’s right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee desires to accept such assignment from Assignor and assume the obligations of Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property.

THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee hereby accepts such assignment from Assignor.

2. Assumption. Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, conditions, covenants, and obligations required to be kept, performed, and fulfilled by Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property, including but not limited to those obligations specifically allocated to the Transferred Parcel as set forth on Exhibit “C” attached hereto.

3. Effective Date. The execution by City of the attached receipt for this Agreement shall be considered as conclusive proof of delivery of this Agreement and of the assignment and assumption contained herein. This Agreement shall be effective upon its recordation in the Official Records of Los Angeles County, California, provided that Assignee has closed the purchase and sale transaction and acquired legal title to the Transferred Property.

4. Remainder of Project. Any and all rights or obligations pertaining to such portion of the Project Site other than the Transferred Property are expressly excluded from the assignment and assumption provided in sections 1 and 2 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

“ASSIGNOR”

Rosecrans-Sepulveda Partners 4 LLC, a
Delaware limited liability company

RECEIPT BY CITY

The attached ASSIGNMENT AND ASSUMPTION AGREEMENT is received by the City of El Segundo on this ____ day of _____, _____.

CITY OF EL SEGUNDO

By: _____
Planning and Building Safety Director or
Designee



City Council Agenda Statement

Meeting Date: November 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.5

TITLE:

Fiscal Year 2025-26 1st Quarter Financial Report

RECOMMENDATION:

1. Receive and file the City's fiscal year 2024-25 1st quarter financial report.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

There is no fiscal impact associated with this presentation, and no fiscal impact to receive and file this financial report.

BACKGROUND:

On June 3, 2025, City Council adopted the Fiscal Year (FY) 2025-26 Citywide Operating and Capital Budget of \$218,850,160 for all funds. Of this amount, \$104,678,219 was allocated to the General Fund Budget. During the fiscal year, additional expenditures are appropriated following City Council approval, and so, the fiscal year budget total may fluctuate throughout the fiscal year.

The General Fund pays for the majority of the City's basic operations, services, and general capital improvement projects. General Fund services include: public safety (police, fire, paramedics, emergency services), public works (highways, streets, engineering), community services (parks, recreation programs, senior programs, teen programs, library, arts & culture), development services (planning, building services, zoning, housing), support services (City Clerk, City Treasurer, finance, information technology, human resources), and general governance and administration (City Council, City Manager, City Attorney).

The following table provides an overview of the FY 2025-26 Citywide Budget, which reflects Council-approved changes during the fiscal year:

Fiscal Year 2025-26 1st Quarter Financial Report

November 18, 2025

Page 2 of 3

	Fund Name	FY 2025-26 Adopted Budget	FY2025-26 Revised Budget	Variances
1	General Fund	\$104,678,219	\$104,856,353	\$178,134
2	Water Fund	39,449,617	40,519,416	1,069,799
3	Transportation Funds	2,020,037	2,041,806	21,769
4	Debt Service POBs	9,497,648	9,497,648	0
5	Wastewater Fund	7,962,952	8,053,698	90,746
6	General Fund CIP	28,830,349	23,270,210	(5,560,139)
7	Equip. Replacement Fund	7,539,900	8,146,058	606,158
8	Workers Comp. Fund	3,498,108	3,498,108	(1)
9	General Liability Fund	3,777,967	3,777,967	0
10	Dev. Services Trust	975,000	975,000	0
11	Public Safety Special Rev.	3,135,849	3,130,849	(5,000)
12	Other Special Rev.	1,381,277	2,635,887	1,254,610
13	Rec & Econ Dev Trust Fund	4,948,394	4,948,394	0
14	Cultural Dev. Trust Fund	251,617	378,117	126,500
15	Debt Service Fund	541,606	541,606	0
16	Solid Waste Fund	346,000	346,000	0
17	Senior Housing Fund	15,621	53,621	38,000
	Total	\$218,850,160	\$216,670,737	(\$2,179,424)

During the fiscal year, additional expenditures are appropriated following City Council approval, and so, the fiscal year budget total may fluctuate from the adopted budget.

DISCUSSION:

After three months (July 1, 2025 – September 30, 2025) of fiscal activity in the current fiscal year, overall, the City’s budget is predicted to be on track and there are no fiscal concerns to report.

Please refer to the attached document for discussion of the 1st Quarter Fiscal Year 2025-26 Financial Report.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy A: Identify opportunities for new revenues, enhancement of existing revenues, and exploration of potential funding options to support programs and projects.

Fiscal Year 2025-26 1st Quarter Financial Report

November 18, 2025

Page 3 of 3

PREPARED BY:

Liz Lydic, Management Analyst

REVIEWED BY:

Paul Chung, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. 1st Quarter Fiscal Year 2025-26 Financial Report



**First Quarter Fiscal Year 2025-26
Financial Report
November 18, 2025
Staff Presentation
Item Number: D.5**

First Quarter Fiscal Year 2025-26 Financial Report

EXECUTIVE SUMMARY:

After three months (July 2025-September 2025) of activity in Fiscal Year 2025-26, overall, the City's budget is predicted to be track and there are no fiscal concerns to report.

Future quarterly reports will provide more information on the financial performance of the City's actuals against the budget.

The following is a brief review of notable General Fund activity in the first three months of FY 2025-26 (July 2025-September 2025):

- Top revenue funds received to date are impacted by timing. These revenue sources (such as Sales and Use Tax, Business License, Transient Occupancy Tax, Property Tax, and Utility Users Tax) are typically received 2-3 months in arrears and at the time of this report, the final months of actual activity in FY 2024-25 have not been receipted.
 - Other Revenues and Licenses & Permits are performing strongly for this first quarter due to timely recording of internal charges such as Administrative Charges and due to building permit-related revenue.
 - Interest and Rental Income is trending lower in the first quarter than in the previous fiscal year first quarter.
- Most departments are trending underbudget for expenditures. Some of this is due to the timing of expenditures related to contracts or programs that will ramp up during the fiscal year. The report does not included encumbrances earmarked for such projects.
 - Expenditures are reduced by 29K for COVID reimbursements collected as FEMA closed out previous projects during the previous fiscal year. This is one-time money and reimburses money expended in previous fiscal year. The final reimbursements were obligated to the city in the previous fiscal year but received and recorded in FY 2025-26.

DISCUSSION:

FY 2025-26 General Fund Revenue Through First Quarter

The following tables reflect actual General Fund revenues received in Fiscal Year 2025-26 compared to the previous fiscal year.

Fiscal Year 2025-26					
	Revenue Source	Revised Full Year Budget	Actual Revenues Received Through Q1	Variance in Dollar - Budget to Actuals	% Received
1	Sales & Use Tax (a)	\$16,804,178	\$1,123,800	(\$15,680,378)	7%
2	Business License (b)	14,090,976	183,643	(13,907,333)	1%
3	Transient Occupancy Tax (c)	14,800,000	1,315,177	(13,484,823)	9%
4	Property Tax (d)	14,037,884	26,469	(14,011,415)	0.2%
5	Chevron Tax Reso Agreement (e)	6,100,000	0	(6,100,000)	0%
6	Utility User Tax (UUT)	11,093,769	1,300,459	(9,793,310)	12%
7	Charges for Services	5,900,748	1,010,715	(4,890,032)	17%
8	Transfers In (f)	4,754,994	25,000	(4,729,994)	1%
9	Franchise Tax (g)	5,200,000	0	(5,200,000)	0%
10	Other Revenues	2,875,178	714,660	(2,160,518)	25%
11	Intergovernmental	355,000	31,397	(323,603)	9%
12	License & Permits (h)	2,329,000	765,667	(1,563,333)	33%
13	Interest & Rental Income	5,886,646	747,500	(5,139,146)	13%
14	Fines & Forfeitures	344,677	64,815	(279,862)	19%
Total General Fund Revenues		\$104,573,049	\$7,309,304	(\$97,263,745)	6.99%

Fiscal Year 2024-25			
	Revenue Source	Revised Full Year Budget	Actual Revenues Received Through Q1
1	Sales & Use Tax	\$15,487,500	\$1,237,575
2	Business License	14,000,000	135,569
3	Transient Occupancy Tax	13,387,500	1,415,348
4	Property Tax	13,391,758	0
5	Chevron Tax Reso Agreement	5,500,000	0
6	Utility User Tax (UUT)	11,165,700	1,619,822
7	Charges for Services	5,150,122	1,164,249
8	Transfers In	36,000	36,000
9	Franchise Tax	4,536,000	279
10	Other Revenues	2,513,657	844,800
11	Intergovernmental	200,000	0
12	License & Permits	2,582,372	495,459
13	Interest & Rental Income	4,736,926	1,141,524
14	Fines & Forfeitures	346,727	109,420
Total General Fund Revenues		\$93,034,263	\$8,200,044

Footnotes – Significant Budget Variances:

- a) Sales Tax is collected and recorded two months in arrears, so this quarterly report does not show a full quarter’s worth of revenue activity.
- b) Business License Tax is predominantly collected in December-February during the renewal period.
- c) Transient Occupancy Tax is collected and recorded two months in arrears, so this quarterly report does not show a full quarter’s worth of revenue activity. Calendar-year-to-date data currently shows a slight uptick in occupancy compared to this same time period last year, though at a lower average daily rate.
- d) Property Tax is typically received in arrears. This quarter reflects only VLF Swap revenue.
- e) The Chevron Tax Resolution Agreement (TRA) true-up payment occurs annually in the Spring.
- f) Transfers In for CIP will be recorded later in the fiscal year.
- g) Franchise Tax is received in the Spring.
- h) License and Permits is trending above budget from various building-related permits.

FY 2025-26 General Fund Expenditures Through First Quarter

The following tables reflect actual General Fund appropriations in Fiscal Year 2025-26 compared to the previous fiscal year.

Fiscal Year 2025-26					
	Expenditure Source	Revised Full Year Budget	Actual Appropriations Expended Through Q1*	Variance in Dollar - Revised Budget to Actuals	Percentage Expended*
1	Police (a)	\$24,867,038	\$6,534,098	(\$18,332,940)	26%
2	Fire	18,363,290	4,046,412	(14,316,877)	22%
3	Transfers Out (b)	15,138,648	5,641,000	(9,497,648)	37%
4	Public Works (c)	9,962,675	1,452,419	(8,510,256)	15%
5	Non-departmental	7,508,339	1,652,211	(5,856,128)	22%
6	Recreation, Parks & Library	11,294,648	2,255,904	(9,038,744)	20%
7	Community Development (d)	3,957,955	730,350	(3,227,605)	18%
8	Information Technology (e)	4,107,350	769,914	(3,337,436)	19%
9	City Manager (f)	3,140,747	549,261	(2,591,486)	17%
10	Finance (g)	2,807,702	519,652	(2,288,050)	19%
11	Human Resources (h)	2,059,083	195,271	(1,863,812)	9%
12	City Attorney (i)	825,000	95,932	(729,068)	12%
13	City Clerk (j)	596,780	84,083	(512,697)	14%
14	City Council	227,098	49,525	(177,573)	22%
15	Covid-19 Reimbursements (k)	0	(29,795)	(29,795)	0%
Total General Fund Expenditures		\$104,856,353	\$24,546,238	(\$80,310,115)	23.41%
*Does not include encumbrances					

Fiscal Year 2024-25			
	Expenditure Source	Revised Full Year Budget	Actual Appropriations Expended Through Q1
1	Police	\$22,231,649	\$6,011,228
2	Fire	15,932,214	3,824,468
3	Transfers Out	14,996,546	5,496,232
4	Public Works	10,250,794	1,754,378
5	Non-departmental	6,785,227	1,752,470
6	Recreation, Parks & Library	10,889,279	2,427,111
7	Community Development	3,745,094	619,695
8	Information Technology	3,912,086	948,166
9	City Manager	2,881,528	540,471
10	Finance	2,766,646	586,249
11	Human Resources	2,134,785	358,861
12	City Attorney	897,450	56,863
13	City Clerk	658,095	75,082
14	City Council	224,272	42,952
15	Covid-19 Reimbursements	0	(127,190)
Total General Fund Expenditures		\$98,305,665	\$24,367,036

Footnotes – Significant Budget Variances:

- (a) Police: Salaries and overtime are trending slightly overbudget.
- (b) Transfers Out: CIP, Park Vista, and Sewer Funds full-budget transfers-out were recorded at the beginning of the fiscal year.
- (c) Public Works: Some divisions have salary savings; contractual services is trending underbudget, likely due to the timing of projects and their respective contracts.
- (d) Community Development: Salary savings in the Building division.
- (e) Information Technology: Contractual services is trending underbudget, likely due to the timing of projects and services, and their respective contracts.
- (f) City Manager budget is trending low in Advertising/Publishing.
- (g) Finance: Professional Services is trending underbudget, due to the timing of contracted services, such as the annual audit.
- (h) Human Resources: Salary savings; underbudget in Testing/Recruitment, Citywide Training, and Professional & Technical services.
- (i) The city is billed in the Fall for attorney services provided in July, August, and September, so the first quarter actuals are reflective of little expenditure activity.
- (j) City Clerk underbudget due to a vacancy that has since been filled.
- (k) Expenditures are reduced by 29k for COVID reimbursements collected as FEMA closed out previous projects during this fiscal year. This one-time money represents the final reimbursements that were obligated to the city in the previous fiscal year, but received and recorded in FY2025-26.

FY 2025-26 All Funds Revenue Through First Quarter

The following table reflects actual revenues for all funds received to-date in the current fiscal year compared to the revised budget.

Fiscal Year 2025-26					
	Fund Name	Revised Full Year Budget	Actual Revenues to Date	Variance in Dollar	% Received
1	General Fund (a)	\$104,573,049	\$7,309,304	(\$97,263,745)	7%
2	Water Fund	37,223,245	7,986,154	(29,237,091)	21%
3	Transportation Funds (b)	2,646,436	1,106,175	(1,540,261)	42%
4	Debt Service POBs (c)	9,505,304	0	(9,505,304)	0%
5	Wastewater Fund	6,214,470	1,080,255	(5,134,216)	17%
6	General Fund CIP (d)	5,302,000	5,311,887	9,887	100%
7	Equip. Replacement Fund	2,027,142	638,648	(1,388,494)	32%
8	Workers Comp. Fund	3,597,350	868,627	(2,728,723)	24%
9	General Liability Fund	3,687,030	920,507	(2,766,523)	25%
10	Dev. Services Trust	250,000	58,788	(191,212)	24%
11	Public Safety Special Rev. (e)	3,084,987	193,502	(2,891,486)	6%
12	Other Special Rev. (f)	1,124,263	30,337	(1,093,926)	3%
13	Rec & Econ Dev Trust Fund	5,144,400	89,902	(5,054,498)	2%
14	Cultural Dev. Trust Fund	257,500	55,117	(202,383)	21%
15	Debt Service Fund (g)	36,050	36,556	506	101%
16	Solid Waste Fund	211,000	211,000	0	100%
17	Senior Housing Fund (h)	287,414	211,909	(75,505)	74%
19	Trust Fund-Refundable Project Deposit	0	0	0	0%
	Total	\$185,171,641	\$26,108,666	(\$159,062,975)	14.10%

Footnotes – Significant Budget Variances:

- (a) General Fund: Reviewed previously in this report with General Fund analysis.
- (b) Transportation Funds: Includes Measure M grant revenue for the El Segundo Blvd Improvement Project, in addition to typical Measure M local return revenue.
- (c) Debt Service POB’s will be recorded later in the fiscal year.
- (d, g, h) General Fund CIP, Debt Service Fund, and Senior Housing Fund transfers-in were recorded in the first quarter.
- (e-f) Special Revenue categories are impacted by the timing of projects and billing.

FY 2025-26 All Funds Appropriations Through First Quarter

The following table reflects actual appropriations for all funds expended to-date in the current fiscal year compared to the revised budget.

Fiscal Year 2025-26					
	Fund Name	Revised Full Year Budget	Actual Expenditures to Date	Variance in Dollar*	% Expended*
1	General Fund (a)	\$104,856,353	\$24,546,238	(\$80,310,115)	23%
2	Water Fund	40,519,416	7,075,029	(33,444,387)	17%
3	Transportation Funds (b)	2,041,806	178,972	(1,862,833)	9%
4	Debt Service POBs (c)	9,497,648	8,057,387	(1,440,262)	85%
5	Wastewater Fund (d)	8,053,698	660,548	(7,393,149)	8%
6	General Fund CIP (e)	23,270,210	1,898,389	(21,371,821)	8%
7	Equip. Replacement Fund	8,146,058	154,248	(7,991,810)	2%
8	Workers Comp. Fund (f)	3,498,108	1,750,799	(1,747,309)	50%
9	General Liability Fund (g)	3,777,967	2,241,765	(1,536,202)	59%
10	Dev. Services Trust (h)	975,000	0	(975,000)	0%
11	Public Safety Special Rev. (i)	3,130,849	166,931	(2,963,918)	5%
12	Other Special Rev. (j)	2,635,887	45,786	(2,590,101)	2%
13	Rec & Econ Dev Trust Fund (k)	4,948,394	(14,088)	(4,962,482)	0%
14	Cultural Dev. Trust Fund (l)	378,117	28,509	(349,607)	8%
15	Debt Service Fund (m)	541,606	458,433	(83,172)	85%
16	Solid Waste Fund (n)	346,000	0	(346,000)	0%
17	Senior Housing Fund	53,621	4,595	(49,026)	9%
	Total	\$216,670,737	\$47,253,542	(\$169,417,195)	21.81%

*Does not include encumbrances

Footnotes – Significant Budget Variances:

- a) General Fund: Reviewed previously in this report with General Fund analysis.
- b) Transportation Funds actual expenditures are impacted by the timing of projects.
- c) Principal and interest payments on POBs are recorded at the beginning of the fiscal year.
- d) Wastewater Fund: Majority of this expenditure is dedicated to the Wastewater Treatment costs contract with the City of L.A. which is paid later in the fiscal year.
- e) General Fund CIP actual expenditures are impacted by the timing of projects.
- f) Annual Workers Compensation payments are recorded at the beginning of the fiscal year.
- g) Annual General Liability payments are recorded at the beginning of the fiscal year.
- h) Development Services Trust: This budget relates to the General Plan Element Updates. Monies are encumbered for the project that was carried over from last fiscal year.
- i) Public Safety Special Revenue actual expenditures are impacted by the timing of projects; and a vacancy in the CUPA division.
- j) Other Special Revenue actual expenditures are impacted by the timing of projects.
- k) Rec & Econ Dev Trust Fund: a donation for Summer 2025 programming offsets expenditures in this category.

- l) Cultural Development Trust Fund is trending under due to salary savings for a vacancy that is now filled.
- m) Debt Service Fund: payment recorded early in the fiscal year for the Douglas Street Gap Closure facility lease activity.
- n) Solid Waste Fund: payments made to EDCO will occur in future quarters.

ENTERPRISE RESOURCE PLANNING (ERP) IMPLEMENTATION UPDATE

The Financial module went live October 7, 2025, following Finance department and citywide training.

The next phases of implementation are Payroll/Human resources, and Utility Billing modules.

CONCLUSION

After three months (July 1, 2025 – September 2025), the City's budget is preliminary on track to meet its budget.

Forthcoming quarterly financial reports will provide further analysis of the City's financial performance for Fiscal Year 2025-26.

RECOMMENDATION

Staff recommends that the City Council:

1. Receive and file the First Quarter Fiscal Year 2025-26 Financial Report.



City Council Agenda Statement

Meeting Date: November 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.6

TITLE:

Resolution Requesting Membership in the California Intergovernmental Risk Authority for Participation in the Liability and Workers' Compensation Programs and Authorization to Enter into Their Joint Powers Agreement; and Authorization to Provide Confirmation of the City's Withdrawal from the Independent Cities Risk Management Authority

RECOMMENDATION:

1. Adopt a resolution requesting membership in the California Intergovernmental Risk Authority and participation in the Liability and Workers' Compensation Programs and authorizing the City Manager to enter into their Joint Powers Agreement.
2. Authorize the City Manager to confirm the City's Notice of Intent to leave the Independent Cities Risk Management Authority risk pool for coverage year beginning July 1, 2026.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Transitioning to California Intergovernmental Risk Authority (CIRA) will result in approximate net savings of \$54,551 for insurance premiums and third-party administrator costs for FY 2026-27. This savings includes the required exit fees paid to ICRMA, direct contracting costs with the City's third-party administrator for workers' compensation claims administration, and insurance premiums and membership in CIRA.

The estimated total premiums for the workers' compensation, general liability, property (including auto physical damage, flood), crime, cyber, underground storage tank, and terrorism are based on the City of El Segundo payroll, Property Program Total Insured Value, and the CIRA FY 2025-26 budget. Estimated premiums for FY 2026-27 are based on an annual actuarial study and estimates from CIRA's broker for excess and group insurance programs. Final rates for FY 2026-27 will be approved by the CIRA

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Board at the May 2026 meeting.

Funds budgeted for ICRMA coverages would be utilized to pay these premiums and the cost of the City's workers' compensation third-part administrator. CIRA will provide an invoice in mid-July which is due by August 31, 2026. No additional appropriation is required.

BACKGROUND:

The City of El Segundo has been a member of the Independent Cities Risk Management Authority (ICRMA), a Joint Powers Authority, for immediate assistance with risk management and transfer, insurance, third party administrators for workers' compensation and general liability claims, litigation, and safety training since 1985. The City participates in all ICRMA programs including general liability, workers' compensation, property and equipment, auto physical damage, flood, crime, cyber, and terrorism. Currently, the ICRMA includes the following twelve (12) cities: Bell, Downey, El Monte, El Segundo, Fullerton, Glendora, Huntington Park, Inglewood, Lynwood, San Fernando, Santa Ana and South Gate.

The bylaws of ICRMA require that any member requesting to leave ICRMA, whether one or all of its offered risk programs, must submit their intent to withdraw membership from ICRMA in writing. In addition, the requested action to withdraw must be approved through a resolution by the member agency's Governing Board/City Council. On March 18, 2025, the City Council approved a Notice of Intent to withdraw membership. Upon approval of the resolution, staff began the process of exploring membership in four (4) independent risk-sharing pools including California Intergovernmental Risk Authority (CIRA), California Joint Powers Authority (CJPIA), Public Risk Innovation, Solutions and Management (PRISM), and Public Entity Risk Management Authority (PERMA).

After a thorough review of the risk pool membership options, staff recommend that the City withdraw membership in ICRMA and join CIRA. Confirmation of the City's intent to leave the pool must be provided to ICRMA by December 1, 2025.

DISCUSSION:

CIRA is a statewide risk-sharing Joint Powers Authority (JPA) providing comprehensive coverage to cities, towns, and non-municipal agencies throughout California. The JPA was formed on July 1, 2021 upon the merger of two legacy pools: Public Agency Risk Sharing Authority of California (PARSAC) and Redwood Empire Municipal Insurance Fund (REMIF). PARSAC was established in 1986 and consisted of thirty-five (35) members located throughout California. REMIF was established in 1974 and consisted of fifteen (15) members located in Northern California. Since CIRA was formed, the total membership has grown to fifty-nine (59).

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The member agencies are diverse in payroll, population, and services offered. Approximately seventy percent (70%) of members have public safety (i.e., police and fire). Membership is distributed across the state of California with 34.5% in the North, 37.9% in the Center, and 27.6% in the South.

The pool is managed by in-house staff; it is not contracted out (like ICRMA). It is a member-driven governance with representation on the Board of Directors where the coverages are determined by the members. CIRA jointly funds general liability and workers' compensation and provides property, earthquake, cyber, pollution, crime and deadly weapons coverage for its members. Excess insurance coverages are provided by Safety National, PRISM, and Employment Risk Management Authority (ERMA). Risk control core services provided by CIRA include annual risk assessments, learning management system, review of template policy and procedures, contract review, grant programs, training, workshops and forums, and a Special Events Program.

The City completed the required application and provided a multitude of documents for consideration. CIRA performed an extensive claims analysis and comprehensive risk assessment which included a two-day on-site visit to meet with the City Manager, Department Directors, and staff. The visit also included tours of the City's facilities. Following the assessment, CIRA Deputy General Manager Erike Young presented an overview of the pool and the City's overall risk health to the City Council during the November 4, 2025 Closed Session.

CIRA has provided the City with a program savings projected to increase over the next three years. Included in these costs is the consideration that the City will contract directly with Corvel, its new third-party administrator for workers' compensation claims, opting out of utilization of CIRA's provider. The total savings to transition to CIRA also factors in the required ICRMA exit fees over the next three years. The ICRMA exit fees are reduced in half each subsequent year.

Membership in CIRA is subject to CIRA board and excess insurance carrier approvals. Due to the expedited processing of the City's application and related risk assessment, along with the requirement to confirm with ICRMA if the City intends to withdraw membership by December 1, 2025, CIRA will only be able to confirm the acceptance of the City of El Segundo's membership into the pool for the period of July 1, 2025 through June 30, 2026 by the date of the November 18, 2025 City Council meeting. The CIRA Executive Board meeting on December 10, 2025 will include an item to accept the City as a permanent member. Following this meeting, CIRA will notify the City by December 12, 2025 of the Board's decision.

Upon City Council approval to enter the JPA agreement with CIRA, staff will notify ICRMA that the City will be exiting the pool effective July 1, 2026. The City's ICRMA membership and insurance coverages will remain in effect until June 30, 2026. CIRA membership will be effective July 1, 2026. The transition to CIRA will begin in early 2026.

Request to Join CIRA Membership

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CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained, including streets, entryways, and facilities.

Goal 2: Optimize Community Safety and Preparedness

Strategy C: Protect and prepare the El Segundo Community and staff for any emergency, disaster, or environmental violation.

Goal 4: Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence

Strategy A: Enhance staff recruitment, retention, and training to ensure delivery of unparalleled City services and implementation of City Council policies.

Strategy B: Improve organizational excellence by implementing processes and tools that facilitate data collection and analysis while promoting data-driven decision-making.

Strategy C: Reduce the number of workers' comp and general liability claims and expedite the resolution of existing claims.

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy B: Utilize the City's long-term financial plan to make financial decisions that support the goals of the strategic plan.

PREPARED BY:

Rebecca Redyk, Director of Human Resources & Risk Management

REVIEWED BY:

Rebecca Redyk, Director of Human Resources & Risk Management

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution to Join CIRA Workers' Compensation and General Liability Programs
2. Exhibit A to Resolution- CIRA JPA Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO
REQUESTING MEMBERSHIP IN THE CALIFORNIA
INTERGOVERNMENTAL RISK AUTHORITY AND PARTICIPATION IN
THE LIABILITY AND WORKERS' COMPENSATION PROGRAMS**

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

SECTION 1: *Findings:* The City Council finds as follows:

- A. Pursuant to Government Code § 6500 *et seq.*, the City of El Segundo desires to enter into an agreement with the California Intergovernmental Risk Authority ("CIRA") for the purpose of pooling the Liability and Workers' Compensation coverages as more fully set forth in the Joint Powers Agreement.
- B. The City Council finds that Liability and Workers' Compensation Programs offer significant advantages to the City, so that it is in the City's best interest to participate in such programs.
- C. The Deposit Premium is based on a payroll estimate of \$40,064,000.

SECTION 2: *Actions.* The City Council hereby:

- A. Authorizes City Manager Darrell George to execute the *Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority*, attached hereto as Exhibit A, on its behalf with the effective date of July 1, 2026.
- B. Consents to participate in the General Liability Program, and selects its self-insured retention (SIR) of \$750,000 which represents the City's responsibility per occurrence. The FY 2025-2026 Deposit Premium for liability coverage as provided by CIRA is estimated to be \$1,632,605.
- C. Consents to participate in the Workers' Compensation Program, and selects its self-insured retention (SIR) of \$500,000 which represents the City's responsibility per occurrence. The FY 2025-2026 Deposit Premium for coverage as provided by CIRA is estimated to be \$367,933.
- D. Designates Director of Human Resources & Risk Management Rebecca Redyk as its representative on the CIRA Board of Directors, to act on all matters coming before said Board on behalf of the City of El Segundo as a Member Entity, as if the City itself were present. The City designates Risk Manager Sharon Brennan as the alternate representative.
- E. Authorizes payment to CIRA in the amounts identified above for Liability and Workers' Compensation coverage.

SECTION 3: 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 4: 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 5: Effective Date. This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 6: City Clerk Direction. The City Clerk will certify to the passage and adoption of this Resolution, enter it into the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED, APPROVED AND ADOPTED this 18th day of November 2025.

Chris Pimentel,
Mayor

ATTEST:

Susan Truax, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

CERTIFICATION

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

I, Susan Truax, 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 _____, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ____ day of November, 2025

Susan Truax, City Clerk
Of the City of El Segundo,
California

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
(formerly Public Agency Risk Sharing Authority of California)**

This Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority (“CIRA” or “Authority”) (“Agreement”), formerly known as the Public Agency Risk Sharing Authority of California (“PARSAC”), is entered into by and among the public entities, hereafter referred to as “Members”, each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix “A”, attached hereto and made a part hereof. This Agreement supersedes the Public Agency Risk Sharing Authority of California [PARSAC] Joint Powers Agreement dated May 25, 2017 as of, and is effective on, July 1, 2021 (“Effective Date”).

RECITALS

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority (“Original JPA Agreement”). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 (“PARSAC Agreement”).

2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers’ compensation claims.

3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.

4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.

5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.

6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).

7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.

8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers’ compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

9. The governing body of each Member has determined that it is in the Member's own best interest, and in the public interest, to execute this Agreement and participate as a Member of the Authority.

In consideration of the recitals, mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

**ARTICLE I.
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
AS SUCCESSOR TO AND EXPANSION OF PARSAC**

- A. Authority Created. The Authority was originally formed on May 21, 1986 as the California Municipal Insurance Authority by operation of the Original JPA Agreement and subsequently renamed as the Public Agency Risk Sharing Authority of California effective November 19, 1993. The Authority was, and is, formed pursuant to the provisions of Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California ("Code"), which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies.
1. Name Change. As of the Effective Date, the Public Agency Risk Sharing Authority of California shall be known as the California Intergovernmental Risk Authority, hereinafter referred to as "CIRA" or the "Authority."
 2. Separate Entity. Pursuant to Code Sections 6506 and 6507, from its inception, the Authority has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by the Authority's Board of Directors ("Board").
- B. Membership in the Authority as of the Effective Date. As of the Effective Date, the membership of the Authority shall consist of the members of PARSAC and the members of the Redwood Empire Municipal Insurance Fund ("REMIF"), with respect to only those that have approved this Agreement as of the Effective Date, as listed in Appendix "A".
- C. Future Membership. Membership in the Authority is open to public entities throughout the State of California, if such public entities meet the requirements specified in the Bylaws and are approved by the Board.

**ARTICLE II.
PURPOSE**

The purpose of the Authority is to exercise the powers of the Members to jointly accomplish the following:

- A. Develop comprehensive Programs with the objective to reduce the cost of risk against which the Members are authorized or required to protect against by insurance, self-insurance, or pooling. Such Programs may include, but are not limited to, coverages for tort liability, workers'

compensation, employee health benefits, loss to real or personal property, or liability arising out of the ownership, maintenance, or use of real or personal property.

- B. The design of the Programs may evolve with the needs of the Members and in accordance with contemporary economic and financial conditions. Programs may therefore operate on an insured, pooled, self-funded, or other appropriate basis whereby the Members share some portion, or all, of the costs of Program losses.
- B. Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, legal and other services related to any authorized purpose.

**ARTICLE III.
PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS**

- A. Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority. Each Member also represents and warrants that the withdrawal or expulsion of any Member shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Programs in which the Member participates.
- B. Each Member agrees to be bound by and to comply with all the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents, as they may be amended.
- C. Each new Member agrees to participate for a minimum of five years, except that members of PARSAC and REMIF as of June 30, 2021 must continue for a minimum of two years thereafter. Also, each new Member agrees to meet its obligations and responsibilities as set forth in the Governing Documents.

**ARTICLE IV.
POWERS**

The Authority shall have the powers common to its Members. As provided by Government Code Section 6509, the Authority's power is subject to the restrictions upon the manner of exercising the power of the Member specified in the Bylaws. Under this Agreement, the Authority is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement, including but not limited to the following:

- A. Make and enter contracts;
- B. Employ agents and employees;
- C. Incur debts, liabilities or obligations;
- D. Receive, collect, invest, and disburse funds;

- E. Receive contributions and donations of property, funds, services and other forms of assistance;
- F. Acquire, construct, manage, maintain, hold, lease or dispose of real and personal property; and
- G. Sue and be sued in its own name and settle any claim against it.

**ARTICLE V.
BOARD OF DIRECTORS**

- A. The Authority shall be governed by the Board. Each Member shall appoint a representative to the Board and an alternate representative, each of whom shall meet the parameters set forth in the Bylaws. In the absence of a resolution of the Board providing otherwise, representatives and alternates will serve without compensation by the Authority.
- B. The Member's representative and/or alternate representative shall be removed from the Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member representative; (3) the Member gives notice that the Member representative is no longer employed by the Member; or (4) as otherwise provided in the Authority's Bylaws.
- C. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to committees or other bodies or individuals.

**ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- A. All liabilities and obligations of the Authority existing prior to the Effective Date ("Preexisting Obligations") will be administered under the terms and conditions of the PARSAC Agreement. For this purpose, the PARSAC Agreement in effect on June 30, 2021, which is attached hereto as Appendix B, is hereby made a part of this Agreement and incorporated herein by this reference.
- B. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- C. All assets of the Authority existing on June 30, 2021 shall be reserved by the Authority for the sole purpose of administering the Preexisting Obligations. Similarly, all assets of REMIF shall be used exclusively for the purpose of administrating the obligations of REMIF.

**ARTICLE VII.
OFFICERS**

- A. The Board shall elect a President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be Directors. The General Manager shall serve as Secretary of the Board. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority's Bylaws. If any of the elected officers ceases to be a Member's representative, the resulting vacancy shall be filled as provided in the Authority's Bylaws. The Board may elect such other officers as it considers necessary.
- B. As permitted by Government Code Section 6505.6, the Treasurer shall comply with the duties and responsibilities set for the subdivisions (a) through (d) of Government Code Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer will have no vote on the Board unless the Treasurer is also a Director.
- C. The Board shall appoint a General Manager who shall act as Secretary of the Board and as the Chief Administrative Officer of the Authority. Although an officer, the General Manager shall not have a vote on the Board or any committee of the Authority.

**ARTICLE VIII.
MEETINGS AND RECORDS**

- A. Not less than once a year, the Board and all standing committees shall hold regular meetings as set forth in the Bylaws of the Authority. Special meetings may be called as provided in the Bylaws.
- B. All meetings of the Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
- C. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under the direction of the Secretary. After each meeting, the Secretary shall cause copies of the minutes to be forwarded to each Board member for review and approval at the next regular meeting.

**ARTICLE IX.
BUDGET**

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year.

**ARTICLE X.
REGULAR AUDITS AND REVIEWS**

- A. The Board shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and

6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Members, and the auditor/controller of the county in which the Authority's administrative office is located. The report shall be filed within twelve months of the end of the fiscal year under examination. The Authority shall pay all costs for such financial audits.

- B. The Board shall cause an annual actuarial review to be prepared for each of the Programs of the Authority and a report of such actuarial review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such actuarial review.
- C. The Board shall cause a claims audit of the administration of the claims for each of the Programs of the Authority at least biannually. A report of such claims review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such claims reviews.

**ARTICLE XI.
ADMISSION OF NEW MEMBERS**

- A. Any public entity eligible for membership as stated in Article I may apply for membership in the Authority and participation in one or more of the Authority's Programs at any time. To be considered, the applicant must submit any documentation or information requested by the Authority and pay any costs required to analyze their application and determine their initial contribution.
- B. The Authority shall review all applications by potential new members to determine if they meet the requirements provided for in the Bylaws and any relevant Board policies to determine whether and on what conditions to admit the applicant.
- C. Upon approval for membership by two-thirds vote of the Board, to become a Member the applicant must execute this Agreement and pay any contributions or premiums required to participate in the Program(s) for the initial Program Year in which the applicant will participate.

**ARTICLE XII.
WITHDRAWAL**

- A. After the initial commitment period described in Article III, any Member which enters a Program may withdraw from that Program by compliance with the requirements stated in the Bylaws for withdrawal from the Program.
- B. Withdrawal of a Member does not terminate its rights to coverage arising under any Program in which it participated for the years in which it participated. A Member that has withdrawn from a Program may later seek to renew participation in the Program subject to any terms and conditions set forth in the Bylaws.

- C. A Member that has withdrawn from all of the Authority's Programs shall no longer have a right to a representative on the Board, but shall remain liable for assessments and other obligations arising from the Program Years in which it participated.
- D. As soon as administratively feasible after the Effective Date, the Members of the Authority shall agree on the method of apportioning the CalPERS retirement obligations of the Authority in the event of a default event as defined by Government Code Section 6508.2. Until such time, and in the event of a default event, the terms of the Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportionment of Retirement Obligations dated May 25, 2017, and attached hereto as Exhibit "C", shall apply with respect to all Members of the Authority.

**ARTICLE XIII.
EXPULSION**

The Board may expel any Member from the Authority and/or from a Program for material breaches of the Governing Documents consistent with the provisions of the Bylaws, subject to any warning or probationary provisions in the Governing Documents. Expulsion does not terminate the obligations of either the Authority or the Member incurred prior to the expulsion.

**ARTICLE XIV.
TERMINATION AND DISTRIBUTION**

- A. This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Members; provided, however, that this Agreement and CIRA shall continue to exist for the purpose of disposing of all claims and paying its obligations for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of CIRA.
- B. Upon termination of this Agreement, all assets of each Program of CIRA shall be distributed among the Members which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by all Programs of the Authority. The Board may in its sole discretion determine that earlier distributions are appropriate as to Programs for which there remains no claim or liability.
- C. Following the termination of this Agreement, any Member which was a participant in any Program of CIRA shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member's period of participation.
- D. The Board is vested with all powers of CIRA for the purpose of concluding and dissolving the business affairs of CIRA. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XV.
LIABILITY OF MEMBERS, DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

- A. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member. However, each Member shall remain liable to the Authority for contributions assessed by the Authority to pay its debts, liabilities, or obligations.
- B. The debts, liabilities or obligations incurred by either PARSAC or REMIF prior to the Effective Date shall not constitute the debts, liabilities or obligations of the other. Notwithstanding the preceding, the Authority intends to be the successor to the CalPERS pension obligations of REMIF pursuant to California Government Code Section 20508. As such, the liability to CalPERS with respect to service credited under REMIF's CalPERS contract, and the continuing liability to CalPERS of the Authority with respect to service credit accrued both prior to and after the Effective Date under the Authority's CalPERS contract, shall be the contractual liability of the Authority. The Authority and REMIF shall separately enter into an agreement to provide for the allocation of liability, and the payment of related contributions, with respect to service credit accrued prior to the Effective Date.
- C. The representatives to the Board of Directors and to each of the Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement. Directors, officers, committee members of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority.
- D. The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its employees pursuant to Government Code Section 825, et seq., or other applicable provisions of law. Nothing herein shall limit the right of the Authority to purchase insurance to satisfy this obligation.
- E. The Authority shall indemnify, protect, defend, and hold harmless each and all of the Members, and their officials, agents, and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Members, or any of their officials, employees, agents, or independent contractors.

**ARTICLE XVI.
NOTICES**

Notices to each Member under this Agreement shall be sufficient if mailed to its respective address on file with the Authority. Any Member may designate any other address in substitution of the foregoing address to which such notice will be given at any time by giving five days written notice to the Authority and all other Members.

**ARTICLE XVII.
AMENDMENTS**

This Agreement may be amended at any time with the approval of two-thirds of the Directors on the Board acting with the approval of their governing bodies, except that any amendment that reduces the voting requirement for termination of the Authority must be approved by three-fourths of the Directors on the Board acting with the approval of their governing bodies. Authority of the Member representative (director) to give such approval may be delegated such in advance by the Member's governing body, or in the absence of such prior delegation by action of a Member's governing body to approve the proposed amendment. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Members, unless otherwise stated in the Amendment, and once effective shall apply to all Members regardless of whether a particular Member approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member. A Member that does not approve of the amendment may withdraw from the Authority and all its Programs at the end of the fiscal year next following the effective date of the amendment, notwithstanding the five-year minimum commitment provided for in Article III, Section C.

**ARTICLE XVIII.
SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XIX.
COMPLETE AGREEMENT**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as to the Bylaws.

**ARTICLE XX.
TERM OF AGREEMENT**

This Agreement shall become effective upon execution, and shall continue in effect until satisfaction of all obligations created hereunder following termination of the Authority created by this Agreement.

**ARTICLE XXI.
COUNTERPARTS**

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**ARTICLE XXII.
ARBITRATION**

Any controversy arising out of this Agreement shall be submitted to binding arbitration, which shall be conducted in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure § 1280 et seq.).

**ARTICLE XXIII.
FORCE MAJEURE**

No party will be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such party ("Force Majeure"). If any such events shall occur, the time for performance by such party of any of its obligations under this Agreement will be extended by the parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected party shall: (i) promptly notify the other parties of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

**ARTICLE XXIV.
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement and the Bylaws of the Authority:

- A. "Agreement" shall mean this Agreement, as it may be amended from time to time, creating the California Intergovernmental Risk Authority.
- B. "Board" or "Board of Directors" shall mean the governing body of the Authority.
- C. "Bylaws" shall mean the Bylaws attached to this Agreement, as amended from time to time by the Board consistent with the amendment provisions in the Bylaws.

- D. "Claim(s)" shall mean demand(s) made against the Member arising out of occurrences which are covered or alleged to be covered by the Authority's Memorandums of Coverage or policies of insurance.
- E. "Fiscal Year" shall mean the period of time commencing on July 1 of each year and ending on June 30 of the following year.
- F. "Governing Documents" shall mean this Agreement, the Bylaws of the Authority, each Program's Memorandum of Coverage, the Master Program Document, , and any other document stipulated as a Governing Document in the Bylaws or by action of the Board.
- G. "Insurance" shall mean insurance or reinsurance purchased by the Authority to cover Claims against or losses of the Authority and/or its Members.
- H. "Jurisdiction" shall mean the territory in which the Authority may exercise its powers; i.e., the State of California.
- I. "Member" shall mean any public entity authorized to be a member of a Joint Powers Authority, which is a party to this Agreement and is participating in one or more Programs.
- J. "Memorandum of Coverage" shall mean a document issued by the Authority for each Program specifying the coverages and limits provided to the Members participating in the Program.
- K. "Participation" or "participating" shall refer to a Member that has elected to join and take part in a Program.
- L. "Pooling" shall mean group self-insurance as allowed by Government Code section 990.8, Labor Code section 3700, or any other applicable law.
- M. "Program" shall mean those coverage programs of risk sharing, insurance, self-insurance, pooling and risk management services created by the Authority to manage specific types of risks.
- N. "Program Year" shall mean the annual period in each Program to be segregated for determination of coverage premiums or assessments.
- O. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insured retention levels and the amount of reserves for potential claims.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS
(effective July 1, 2025)

1. Central Fire District of Santa Cruz County
2. City of Amador City
3. City of Arcata
4. City of Avalon
5. City of Belvedere
6. City of Blue Lake
7. City of Calimesa
8. City of Calistoga
9. City of Citrus Heights
10. City of Clearlake
11. City of Cloverdale
12. City of Coalinga
13. City of Cotati
14. City of Eureka
15. City of Ferndale
16. City of Fort Bragg
17. City of Fortuna
18. City of Grass Valley
19. City of Healdsburg
20. City of Highland
21. City of Industry
22. City of Lakeport
23. City of Maywood
24. City of Menifee
25. City of Nevada City
26. City of Placentia
27. City of Placerville
28. City of Plymouth
29. City of Point Arena
30. City of Rancho Cucamonga
31. City of Rancho Santa Margarita
32. City of Rohnert Park
33. City of San Juan Bautista
34. City of Sebastopol
35. City of Sierra Madre
36. City of Sonoma
37. City of South Lake Tahoe
38. City of St. Helena
39. City of Tehama
40. City of Trinidad
41. City of Twentynine Palms
42. City of Ukiah
43. City of Upland
44. City of Watsonville
45. City of Wheatland
46. City of Wildomar
47. City of Willits
48. City of Yucaipa
49. CONFIRE
50. Foresthill Fire Protection District
51. Mosquito Fire Protection District
52. Pajaro Regional Flood Management Agency
53. Rancho Cucamonga Fire Protection District
54. REDCOM
55. Town of Truckee
56. Town of Windsor
57. Town of Yountville
58. Town of Yucca Valley
59. Wheatland Fire Authority



City Council Agenda Statement

Meeting Date: November 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.7

TITLE:

Introduction of an Ordinance Regulating Electric Bicycles, Off-Highway Motorcycles, Motorized Bicycles, Pocket Bikes, Motorized Scooters, and Other Electric or Motorized Conveyances

RECOMMENDATION:

1. Introduce and waive first reading of the ordinance and schedule second reading of the ordinance.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None. If the ordinance is introduced and adopted, the Police Department would enforce the ordinance; the cost of enforcement is currently included in the Police Department's budget. Accordingly, there is no fiscal impact associated with the recommended action.

BACKGROUND:

In the last few years, production and popularity of e-bikes have increased, while the costs have decreased, making e-bikes easier to purchase. Due to the popularity and increased affordability of purchasing an e-bike, the El Segundo Police Department has seen a significant increase in their usage throughout the community. This increase in e-bike usage has become an ever-increasing public safety concern in the South Bay and the greater Southern California region. The City of El Segundo has not been immune.

Since 2022, the El Segundo Police Department has seen a significant increase in community member complaints and traffic crashes involving e-bikes. Of the traffic crashes involving e-bikes, there has also been an increase in serious injuries associated with those crashes, with most involving juveniles. The Department has also seen an increase in daily calls for service regarding e-bikes, including illegal e-bikes, unlawful operation, and safety concerns on public roadways. Due to these increases,

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the Police Department has adopted a three-prong approach that includes awareness, education, and enforcement. This approach has positively impacted our community by reducing our e-bike calls for service and e-bike-related crashes.

However, unsafe e-bike riding continues to be a concern. Case in point, off-highway electric motorcycles are still being operated unlawfully on our public roadways and parks. Unfortunately, there are not any regulations that allow police officers to impound illegal offroad electric motorcycles because they are defined in the California Vehicle Code as a "conveyance" rather than a vehicle. It is similarly difficult to enforce unsafe e-bike violations, especially when the riders are juveniles. To dissuade unsafe e-bike and illegal offroad electric motorcycle riding throughout South Bay, the cities of Manhattan Beach, Hermosa Beach, Redondo Beach, and Torrance have passed ordinances to address the inapplicability of the California Vehicle Code.

Based on the above, the Department recognized the unsafe usage of e-bikes in the community as a critical issue. Although, the steps taken have reduced the negative impact on the community, more can be done. The proposed ordinance would allow El Segundo police officers to impound those e-bikes, electric scooters, and illegal off-highway electric motorcycles ridden unsafely.

DISCUSSION:

Existing City Regulations

The El Segundo Municipal Code currently does not regulate the use of electric bicycles (or "e-bikes"), motor-driven cycles, pocket bikes or any other electric or motorized conveyance.

Regarding bicycles, ESMC Section 8-4-24 was adopted by the City Council in 1988. That section prohibits a person riding a bicycle upon or over any sidewalk in any business district, public park or recreation area.

State Law

The California Vehicle Code regulates vehicles throughout the state. In the absence of state law, the City may regulate vehicles and traffic enforcement based on the City's police powers.

The Vehicle Code defines bicycle, off-highway motorcycle, electric bicycle, motorized bicycle (or moped), and motorized scooter. The current requirements for these different types of conveyances are listed in the attached "Classification Chart." In addition, the Vehicle Code also defines and regulates so-called "pocket bikes" (VC § 473); pocket bikes are not included on the attached classification chart but are similar to the other vehicles and conveyances listed.

The Vehicle Code already includes many restrictions on the use of such conveyances. For example, state law generally requires riders to wear helmets. With regard to off-

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highway motorcycles (or electric motorcycles), state law envisions those motorcycles to be ridden exclusively off the highways, so there is no helmet requirement for those motorcycles. (VC § 38010, 38025).

The State Legislature has passed recent legislation that pertains to e-bikes. For example, recent bills that were signed into law require e-bikes to have red reflectors and prohibit operators from bypassing legal speed limits on the e-bikes by unlocking the speed restrictions (AB 544, AB 545, AB 1774). Another bill that was passed by the Legislature and signed into law prohibits the selling of Class 3 e-bikes to anyone under 16 years of age (AB 965).

One additional bill (AB 875) would have authorized law enforcement officers to confiscate e-bikes going in excess of 20 miles per hour and being operated by an unlicensed operator. That bill was not signed by the Governor and did not become law, which underscores the Police Department's request for the authority to impound certain e-bikes and off-highway motorcycles being ridden in an unsafe manner.

Proposed Ordinance

If adopted by the City Council, the proposed ordinance would do the following:

First, it amends ESMC Section 8-4-24 to expressly prohibit off-highway motorcycles, electric bicycles, motorized bicycles, pocket bikes, motorized scooters, and "any other electric or motorized conveyance," from being ridden or operated on a sidewalk in any City business district, public park or recreation area. The amended Section 8-4-24 would also exempt electric or motorized wheelchairs and 4-wheel mobility scooters.

Second, it creates a new section (ESMC Section 8-4-25) that regulates the above-referenced conveyances. That section would prohibit such conveyances from being ridden in an unsafe manner, or being operated while the operator is under the influence of alcohol or drugs, and also requires passengers to be seated on a separate seat. If a juvenile violates the section, an ESPD officer would be authorized to impound the vehicle, to be released later to a responsible adult and upon payment of the impound fee.

The penalty for violating either section would be an infraction. An infraction is punished by fines ranging from \$100 (for the first violation), \$200 (for the second violation of the same provision within one year) and \$500 (for each additional violation within one year).

Other Jurisdictions

As noted above, other surrounding cities have also regulated e-bike issues in their jurisdictions. For example, the City of Manhattan Beach adopted an urgency ordinance regulating e-bikes in its jurisdiction in September 2023. Likewise, the City of Hermosa Beach adopted an urgency ordinance regulating e-bikes in June 2024. Staff have reviewed these and other cities' jurisdictions in drafting the proposed ordinance.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Support Community Safety and Preparedness

Objective - El Segundo is a safe and prepared community.

Strategy H: Ensure that Police Services are provided in a cost-effective manner, including meeting unfunded state mandates.

PREPARED BY:

David King, Assistant City Attorney

REVIEWED BY:

Saul Rodriguez, Police Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Proposed Ordinance re E-Bikes
2. Classification Chart

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLES 1 AND 8 OF THE EL SEGUNDO MUNICIPAL CODE TO REGULATE ELECTRIC BICYCLES, OFF-HIGHWAY MOTORCYCLES, MOTORIZED BICYCLES, MOTORIZED SCOOTERS, POCKET BIKES AND ANY OTHER ELECTRIC OR MOTORIZED CONVEYANCE IN THE CITY

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

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

- A. Since 2022, the El Segundo Police Department has seen a significant increase in community member complaints and traffic crashes involving e-bikes;
- B. Manufacturers such as Sur-Ron, Talaria, Segway, and E Ride Pro sell electric off-highway motorcycles that are often inaccurately referred to as electrical bicycles, commonly called “E-Bikes” and have often been sold and advertised by retailers as such;
- C. Although California state law prohibits off-highway motorcycles from being operated on public roadways or sidewalks (VC § 38025), illegal offroad electric motorcycles are still being operated unlawfully on the City’s public roadways and parks;
- D. The California Vehicle Code (“VC”) authorizes police officers to impound vehicles for various reasons, such as street racing, DUIs, and driving without a valid license, because the California Vehicle Code defines off-highway motorcycles as a conveyance rather than a vehicle, El Segundo police officers lack the authority to impound such conveyances;
- E. The City’s existing code is not up to date considering the proliferation of off-highway motorcycles and electric bikes in the City;
- F. The California Constitution provides that a city may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general law (Cal. Const. art. XI, § 7);
- G. The California Vehicle Code defines Bicycle (VC § 231), Off-Highway Motorcycle (VC §§ 400, 436), Electric Bicycle (VC § 312.5), Motorized Bicycle or MOPED (VC § 406), Motorized Scooter (VC § 407.5), and Pocket Bike (VC § 473);
- H. El Segundo Municipal Code (ESMC) section 8-1-1 provides that “[w]henver any words or phrases used herein are not defined but are defined in the Vehicle Code of the state and amendments thereto, those definitions shall apply”; and

- I. The City Council desires to protect the health, safety and welfare of the residents of El Segundo and the public.

SECTION 3: Environmental Review. Pursuant to the authority and criteria of the California Environmental Quality Act (CEQA), it has been determined that the adoption and implementation of this ordinance is not a project for purposes of CEQA in that it is a general policy regarding the operation of off-highway motorcycles, electric bicycles and motorized bicycles. Even if it were a project, the proposed ordinance does not have the potential to cause significant effects to the environment and, therefore, it is exempt from CEQA pursuant to 14 Cal. Code Regs. § 15061(b)(3). This proposed ordinance would not result in any development or changes to the physical environment.

SECTION 4. Section 8-4-24 of the El Segundo Municipal Code (“ESMC”) is amended as follows:

8-4-24: COASTERS AND SKATEBOARDS SIDEWALKS IN BUSINESS DISTRICT, PUBLIC PARK OR RECREATION AREA¹:

- A. Use Restricted: No person shall **ride, operate, coast** or propel himself **themselves** down, along, upon or over any sidewalk in or on any skateboard, rollerblades, in-line skates, wagon, cart, hand wagon, coaster, bicycle, **off-highway motorcycle, electric bicycle, motorized bicycle, pocket bike, motorized scooter, or any other electric or motorized conveyance**, or other vehicle in any business district, public park or recreation area.
- B. Exception: Skateboarding¹ and freestyle bicycling shall only be permitted in areas designated by the city.
- C. **This section is not intended to apply to or otherwise restrict electric or motorized wheelchairs or 4-wheel mobility scooters being operated in a safe manner by an individual with a disability, as that term is defined under the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and Appendix II Federal Regulations.**

1. See also title 10, chapter 4 of this code for provisions relative to skateboard parks.

SECTION 5. Chapter 4 of Title 8 of the El Segundo Municipal Code (“ESMC”) is amended to add the following section:

“8-4-25: OFF-HIGHWAY MOTORCYCLES, ELECTRIC BICYCLES, AND OTHER BIKES AND CONVEYANCES.

- A. It is unlawful for any person to ride or operate any bicycle, off-highway motorcycle, electric bicycle, motor-driven cycle, pocket bike, motorized scooter, or any other electric or motorized conveyance upon any street, highway, path, lane or any area of the City in an unsafe manner. "Unsafe manner" means operating in such a way as to constitute a danger to the operator, a passenger, other motorists, other riders, or pedestrians in the area.
- B. It is unlawful for any person to ride or operate any bicycle, off-highway motorcycle, electric bicycle, motor-driven cycle, pocket bike, motorized scooter, or any other electric or motorized conveyance upon any street, path, lane or any area of the City while under the influence of an alcoholic beverage or any drug or under the combined influence of an alcoholic beverage and any drug.
- C. No person riding or operating a bicycle, off-highway motorcycle, electric bicycle, motor-driven cycle, pocket bike, motorized scooter, or any other electric or motorized conveyance shall transport another person upon such vehicle or conveyance unless such passenger is seated upon a separate seat attached to the bike or conveyance.
- D. If a juvenile is cited for violating this section, the City officer issuing the citation may impound the bike or conveyance. The officer shall provide written notice to the juvenile of the place to which the bike or conveyance has been removed. Such impounded bike or conveyance may only be released to an adult responsible for the juvenile upon payment of the impound fee established by the City Council."

SECTION 6. Section 1-2-4 (Provisions Punishable as Infractions) is amended to add the following code sections to the list of violations punishable as infractions:

8-4-25: Off-Highway Motorcycles, Electric Bicycles, and other Bikes and Conveyances.

SECTION 7. *Validity of Previous Code Sections.* If the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other regulation by this Ordinance will be rendered void and cause such ESMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 8. *Enforceability.* Repeal or amendment of any previous Code Sections 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 9. 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 provision or application and, to this end, the provisions of this Ordinance are severable.

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

SECTION 11. Effective Date. This Ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

Chris Pimentel, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

CERTIFICATION

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

I, _____, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ____ was duly introduced by said City Council at a regular meeting held on the ____ day of _____, 2025, 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 _____, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Truax, City Clerk

CLASSIFICATION CHART

	Bicycle	Class 1 Electric Bicycle	Class 2 Electric Bicycle	Class 3 Electric Bicycle	Moped Motorized Bicycle	Motorized Scooter	Electric Motorcycle (Off-Highway)
Equipped with Pedals	Yes	Yes	Yes	Yes	No	No	No
Maximum Assisted Motor Speed	N/A No Motor	20 MPH	20 MPH	28 MPH	30 MPH	15 MPH	None
Allowed to Utilize Bike Lane	Yes	Yes	Yes	Yes	Authorized by local ordinance	Yes	No
Helmet Requirements	Under 18	Under 18	Under 18	Under 18	DOT Approved Helmet Required	Under 18	No
Min. Operating Age	None	None	None	16	16	None	None
Driver's License Required	No	No	No	No	Yes	Yes	None
DMV Issued Plate or Device	No	No	No	No	Special Issued License Plate	No	CA OHV Sticker
Electric Motor Power Limit	N/A No Motor	750 Watts	750 Watts	750 Watts	4 Gross Brake Horsepower. (3000W)	No Limit	No Limit
Vehicle Code Definition	CVC §231	CVC §312.5 (a)(1)	CVC §312.5 (a)(2)	CVC §312.5 (a)(3)	CVC §406(a)	CVC §407.5	CVC §436
Applicable Laws	CVC §21212(a) Helmet Requirements	CVC §21212(a) Helmet Requirements	CVC §21212(a) Helmet Requirements	CVC §21213 Age + Helmet Req.	CVC §12500(b) License Required	CVC §21235 Operation Rules CVC §22411 Scooter Speed Laws	CVC §38020 Identification CVC §38301(a) Illegal Operation Public Lands

This chart was prepared by the State of California State Parks in April 2024.



City Council Agenda Statement

Meeting Date: November 18, 2025

Agenda Heading: Staff Presentations

Item Number: D.8

TITLE:

Introduction of Two Ordinances Amending El Segundo Municipal Code Title 13 to Adopt by Reference, with Certain Local Amendments, all Relevant Parts of the 2025 California Building Standards Code, the 2024 International Property Maintenance Code and the 2024 Swimming Pool and Spa Codes, and the 2025 California Fire Code (CFC).

RECOMMENDATION:

1. Read by title only, waive further reading, and introduce the proposed two ordinances.
2. Schedule a public hearing for December 2, 2025, for the second reading and adoption of the two ordinances.
3. Adopt two resolutions making certain findings to support local amendments to codes adopted by reference.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

The State of California, under Health and Safety Code Section 17958, requires the California Building Standards Commission to review, update, and publish the entire body of state construction codes, collectively known as Title 24 of the California Code of Regulations, on a triennial cycle. The most recent edition, the 2025 California Building Standards Code, has been published and is slated to become effective statewide on January 1, 2026.

The fundamental purpose of adopting and enforcing fire and building codes is to safeguard public health, safety, and general welfare relative to the design, construction,

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and occupancy of buildings and structures. The City of El Segundo is mandated by state law to maintain current building standards.

The City last adopted updated codes in late 2022, which became effective on January 1, 2023. The present action is necessary to ensure the City's regulatory framework remains current and in compliance with the forthcoming 2025 State Codes. These updated codes incorporate the latest advancements in structural engineering, seismic resilience, fire prevention, and energy efficiency technologies. Proactive adoption is recommended to ensure a seamless transition for the development community and maintenance of public safety standards.

The following codes are proposed for adoption by reference with amendments. If adopted, these codes will replace the prior editions of the model codes in El Segundo Municipal Code Title 13.

- 2025 California Building Code
- 2025 California Residential Code
- 2025 California Electrical Code
- 2025 California Mechanical Code
- 2025 California Plumbing Code
- 2025 California Energy Code
- 2025 California Fire Code
- 2025 California Existing Building Code
- 2025 California Green Building Standards Code
- 2025 California Historical Building Code
- 2024 International Property Maintenance Code
- 2024 International Swimming Pool and Spa Code

DISCUSSION:

These two ordinances propose the concurrent adoption of the full suite of state-mandated codes, including all relevant Parts of the 2025 California Building Standards Code (Parts 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, 19, and 23) and the 2025 California Fire Code (CFC). The Building and Fire Codes are mutually supportive and are therefore brought for concurrent review by the City Council to ensure regulatory consistency. This adoption formalizes the City's commitment to meeting the rigorous minimum construction standards established by the State.

Local Amendments and Consistency

Pursuant to state law, local jurisdictions possess the authority to enact local amendments to the State Codes. Staff from both the Building and Fire Departments

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recommend re-adoption of local changes and modifications to these codes based on two primary rationales:

1. **Substantive Justification:** Modifications necessary due to unique local, climatic, or geographic conditions that are not adequately mitigated by the statewide minimum standards.
2. **Administrative Justification:** Modifications of an administrative or procedural nature concerning subjects that are not covered by the State Codes or are reasonably necessary to safeguard life and property locally.

The minor, local amendments proposed for this code update cycle are consistent with the amendments adopted when the City Council adopted the 2022 California Building and Fire Codes. The proposed amendments consist of the following key provisions:

- Setting the permit fees by City Council resolution.
- Establishing the requirements for the Expiration of Plan Check.
- Setting up the procedure for permit fees refund.
- Implementing local requirements for Roof/Ceiling Construction.
- Setting local requirements for Limited Area Sprinkler Systems.
- Setting local requirements for smoke detection.

Two separate resolutions for both the Building and Fire Codes are included in the attachments. Each resolution sets forth the necessary findings to enable the City to amend the new construction codes to reflect our local conditions. The Ordinance, also provided in the attachments, incorporates a complete list of amendments proposed to be implemented in the El Segundo Municipal Code.

Supplementary Code Adoption

For this code adoption cycle, there are no new additional codes being included beyond the standard triennial update required by the State. However, this proposal includes the concurrent adoption of key supplementary codes intended to maintain neighborhood quality and safety:

- **2024 International Property Maintenance Code (IPMC):** Adoption of the IPMC provides the City with necessary enforcement mechanisms to prevent blight and ensure all existing properties are safe and compliant.
- **2024 Swimming Pool and Spa Codes:** This adoption is critical for ensuring that all newly constructed and existing pools and spas meet the most current essential safety barrier, alarm, and anti-entrapment standards.

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Code Section Removals

Building Department and Fire Department staff have identified certain code sections in the existing Municipal Code to be either repetitive, superseded, or no longer necessary. The following are examples of the recommended Building and Fire code section removals that are reasonably necessary:

Recommended California Fire Code (CFC) Removals

The majority of the proposed Fire Code removals relate to local amendments that have been incorporated into the new 2025 California Fire Code, making the local sections redundant or obsolete.

Code Section (Example)	Description/Subject	Rationale for Removal
Sec 104.11.2	Technical Assistance	Redundant, as 2025 CFC Sec 104.2.2 now addresses these provisions directly.
Sec 308.1.4	Open-Flame Cooking Devices	Obsolete, as the local amendment is no longer necessary because the 2025 CFC has removed the original section entirely.
Secs 503.1 thru 503.6	Fire Apparatus Access Roads	Redundant, as no substantive changes were found between the existing local amendments and the new 2025 CFC provisions .
Sec 510.3	Permit Required (Emergency Responder Communication)	Redundant, as the 2025 CFC 510.3.1 already includes "permit required" provisions.
Sec 903.4.3	Alarms	Removal recommended for consistency, as this section was not included in the concurrent Building Code adoption.
Sec 1103.2	Emergency Responder Communication Coverage in Existing Buildings	Redundant, as no substantive changes were found between the existing local amendments and the new 2025 CFC .

Recommended California Building and Residential Code (CBC/CRC) Removals

The proposed removals from the Building and Residential Codes address areas where previous local modifications are now covered by the new state code or where the local section is incompatible with the City's current administration.

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Code Section (Example)	Description/Subject	Rationale for Removal
CBC 113.4.1	Access Board of Appeals	Obsolete, as the City does not maintain a Disability Board of Appeals, making the section locally non-functional.
CBC 3114 Sections	Intermodal Shipping Containers	Redundant, as the current local amendments are now substantially covered under the 2025 CBC.
CRC R301.2.2.6	Irregular Buildings	Not necessary, as the new CRC state provisions are deemed conservative enough, removing the need for the local amendment.
CRC R301.2.2.10	Anchorage of MEP Components	Redundant, as the current local amendment is already covered under the 2025 CRC.
CRC R403.1.2	Continuous Footings	Redundant, as the CRC code language is considered clear enough on its own, removing the need for the local clarifying amendment.
CRC R501.2 & R606.4.4	Floors and Parapet Walls	Redundant, as the current local amendments are already covered under the 2025 CRC.

Procedural Requirements and CEQA Exemption

Government Code § 50022.3 requires the City Council to conduct a public hearing before a second reading of ordinances that adopt the codes by reference. Staff recommends that the City Council set a public hearing for the second reading of the Ordinance at its December 2, 2025 meeting.

The Ordinance is exempt from review under the California Environmental Quality Act (CEQA) and the regulations promulgated thereunder (CEQA Guidelines § 15308). The action consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of related procedures, which will not have the effect of deleting or substantially changing any regulatory standards or findings. This Ordinance is also an action being taken for enhanced protection of the environment and is therefore exempt from further review.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy C: Protect and prepare the El Segundo Community and staff for any emergency, disaster, or environmental violation.

PREPARED BY:

Eduardo Schonborn, AICP, Planning Manager

REVIEWED BY:

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Michael Allen, Community Development Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Ordinance - Building
2. Resolution - Building
3. Removal Recommendations Building
4. Ordinance Fire
5. Resolution - Fire
6. Removal Recommendations Fire - Notes

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE, 2025 CALIFORNIA RESIDENTIAL CODE, 2025 CALIFORNIA ELECTRICAL CODE, 2025 MECHANICAL CODE, 2025 CALIFORNIA PLUMBING CODE, 2025 CALIFORNIA ENERGY CODE, 2025 CALIFORNIA HISTORICAL BUILDING CODE, 2025 CALIFORNIA EXISTING BUILDING CODE, 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE, 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH CERTAIN APPENDICES AND AMENDMENTS AND AMENDING THE EL SEGUNDO MUNICIPAL CODE TO REFLECT SUCH ADOPTION.

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

SECTION 1. *Findings.*

- A. Government Code § 50022.9 authorizes the City of El Segundo (the “City”) to adopt, by reference, codes from another governmental entity as the City’s own;
- B. The California Building Standards Codes (the “California Building Codes”) established statewide codes and regulations for building construction and fire safety and is published every three years by order of the California Legislature;
- C. The 2025 California Building Codes are based upon the International Code Council’s 2024 International Building Code;
- D. The 2025 California Building Codes were published on July 1, 2025 and will become effective on January 1, 2026;
- E. California Health & Safety Code §§ 17958.5 and 18941.5 authorize cities and counties to modify the California Building Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions; and
- F. In accordance with Health & Safety Code § 17958.7, the City Council finds that there are local climatic, geographic, and topographical conditions justifying the various local amendments to the California Building Code Standards Code as set forth in attached Resolution No. _____, which is adopted by the City Council and incorporated herein by this reference.

SECTION 2. Sections 13-1-1 and 13-1-2 of Chapter 1 of Title 13 of the El Segundo Municipal Code (“ESMC”) are repealed and replaced by the following to read as follows:

CHAPTER 1
BUILDING CODE

13-1-1: ADOPTION OF CALIFORNIA BUILDING CODE, 2025 Edition:

Pursuant to California Government Code Section 50022.2, the California Building Code, 2025 Edition, published as Title 24, Part 2, of the California Code of Regulations, including Appendices F, H, I, and J (“CBC”) is adopted by reference, subject to the amendments, additions and deletions set forth in Section 13-1-2. One true copy of the CBC is on file in the office of the Building Official and is available for public inspection as required by law.

13-1-2: AMENDMENTS TO CALIFORNIA BUILDING CODE:

The California Building Code adopted pursuant to Section 13-1-1 is hereby amended as follows:

Section 105.1 of Chapter 1 of the CBC is amended to read as follows:

105.1 Permit Required.

Any owner or owner’s authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit. Parking lots shall not be paved, improved, striped, or restriped unless a separate permit for each parking lot has first been obtained from the building official.

Exception: A separate permit shall not be required to pave, improve, stripe, or restripe a parking lot when such work is included in the scope of another project for which a building permit has been issued and when the design of such parking lot was included in the plan check review of such project

Subsection 14 is added to Section 105.2 of Chapter 1 of the CBC as follows:

105.2 Work exempt from permit.

Building:

14. Block wall and concrete fences not over 3 feet 6 inches high.

Section 105.3.2 of Chapter 1 of the CBC is amended to read as follows:

105.3.2 Expiration of Plan Check.

An application for a permit for any proposed work shall be deemed to have been abandoned 180 days 12 months after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. [OSHPD 1, 1R, 2, 4 & 5] Time limitation shall be in accordance with the California Administrative Code, Chapter 7, Section 7-129.

Section 105.8 Chapter 1 of the CBC is added to read as follows:

105.8 Responsibility of permittee.

Building permits shall be presumed by the city to incorporate all of the work that the applicant, the applicant's agent, employees and/or contractors shall carry out. Said proposed work shall be in accordance with the approved plans and with all requirements of this code and any other laws or regulations applicable thereto. No city approval shall relieve or exonerate any person from the responsibility of complying with the provisions of this code nor shall any vested rights be created for any work performed in violation of this code.

Section 109.4 of Chapter 1 of the CBC is amended to read as follows:

109.4 Work commencing before permit issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee in addition to the normally established permit fee, equal to 100% of such normally established permit fee, or as otherwise determined by the building official.

Section 109.6.1 of Chapter 1 of the CBC is added to read as follows:

109.6.1 Plan check fees refund.

No portion of the plan check fee shall be refunded unless plan review has not been performed, in which case 80 percent of the plan check fee shall be refunded upon written application for refund submitted by the person who made original payment of such fee and with the written consent of the owner of the real property on which the work was proposed to be done. The Building Official shall determine, in such official's discretion, whether an applicant is qualified to receive a refund. After 180 days have elapsed from the date of the submittal for plan check, no plan check fees shall be refunded. In the event subsequent application for plan check is made by a person who has received a refund, the full amount of all required fees shall be paid as elsewhere provided in this chapter.

Section 109.6.2 of Chapter 1 of the CBC is added to read as follows

109.6.2 Permit fees refund.

In the event any person shall have obtained a building permit and no portion of the work or construction covered by such permit shall have commenced, nor any inspection performed by any City employee, and notice of abandonment has been received from the owner of the real property on which such work would have been performed, the permittee, upon presentation to the Building Official of a written request for refund, shall be entitled to a refund in an amount equal to 80 percent of the building permit fee actually paid for such permit. The Building Official shall determine, in such official's discretion, whether an applicant is qualified to receive a refund. After 12 months have elapsed from the date of the issuance of the permit, no permit fees shall be refunded. In the event subsequent application for a permit is made by a person who has received a refund, the full amount of all required fees shall be paid as elsewhere provided in this chapter.

Exception:

1. If a permit has been issued for a project located in an area outside the jurisdiction of the City, 100 percent of the permit and plan checking fee may be refunded.
2. If a duplicate permit has been erroneously issued, 100 percent of the duplicated permit and plan checking fee may be refunded.

Section 109.7 of Chapter 1 of the CBC is added to read as follows:

109.7 Re-inspections.

A re-inspection fee in the amount set by City Council resolution may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is incomplete or when required corrections are not made. This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until required fees have been paid.

Section 110.1.1 of Chapter 1 of the CBC is added to read as follows:

110.1.1 Setback Certification required.

A California State licensed surveyor is required to certify the location and setbacks of all new construction prior to the first foundation inspection. A copy of the certification shall be available to the Building Division inspector for the job file prior to the first inspection.

Exception: Wherever there are practical difficulties involved in carrying out the provisions of this section, the Building Official shall have the authority to grant modifications for individual cases.

Section 113.3 of Chapter 1 of the CBC is amended to read as follows:

113.3 Board of Appeals.

The board of appeals consists of members of the Planning Commission. The term of a board of appeals member will coincide with the term of service as a Planning Commissioner and will terminate should the member cease serving as a Planning Commissioner. The building official is the secretary to the board. The board may adopt reasonable rules and regulations for conducting its investigations and will render all its decisions and findings on contested matters, in writing to the building official, with a duplicate copy for any appellant or contestant affected by such decision or finding and may recommend to the City Council appropriate new legislation.

Three members of the board constitute a quorum. The Planning Chairperson is the board's chairperson and in the chairperson's absence the board will select a temporary chairperson.

The city will assess a filing fee set by City Council resolution, or a higher amount set by resolution, at the time that an appellant file appeal of any order, decisions, or determination made by the building official relative to the application and interpretation of this code. The filing fee is refundable should the appellant prevail in a decision by the board. The appeal must be taken by filing a written notice of appeal, in letterform, to the board of appeals. The board's decision constitutes the city's final decision.

Section 202 of Chapter 2 of the CBC, a new definition is added to read as follows:

MID-RISE BUILDING. A building four or more stories high but not exceeding 75 feet in height and not defined as a high-rise building by section 202 of the California Building Code. Height measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied to the lowest fire apparatus access road level.

Section 456 of Chapter 4 of the CBC is added to read as follows:

Section 456 Mid-Rise Buildings.

The provisions of this section shall apply to buildings or structures defined in Section 202 as mid-rise buildings. All mid-rise buildings shall meet the requirements of Section 918 of the El Segundo Fire Code and any other applicable fire and life safety provisions.

Section 903.2 of Chapter 9 of the CBC is amended and Sections 903.2.1 through 903.2.21 are deleted, to read as follows:

903.2 Where Required.

- A. New Buildings. Unless otherwise prohibited by law, an approved automatic sprinkler system in new buildings and structures shall be required for all occupancies.

Exception: New detached buildings under one thousand (1,000) square feet subject to approval of the Building Official or Fire Official.

- B. Existing Buildings. Unless otherwise prohibited by law, any work to an existing building which removes more than fifty percent (50%) of the exterior perimeter wall height as defined in ESMC 15-1-6 for additions and alterations will require the existing building to be fully sprinklered throughout.

Section 903.2.22 of Chapter 9 of the CBC is added to read as follows:

903.2.22 Structures in the Smoky Hollow Specific Plan Area. An automatic sprinkler system must be provided throughout every facility or building hereafter constructed within the Smoky Hollow Specific Plan Area.

903.2.22.1 Existing Buildings.

Unless otherwise prohibited by law, any work to an existing building which removes more than fifty percent (50%) of the exterior perimeter wall height as defined in ESMC 15-1-6 for additions and alterations will require the existing building to be fully sprinklered throughout.

Section 903.3.5.3 of Chapter 9 of the CBC is added to read as follows:

903.3.5.3 Hydraulically calculated systems.

The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Section 903.3.8 of Chapter 9 of the CBC is deleted in its entirety and replaced to read as follows:

903.3.8 Limited Area Sprinkler Systems.

When a fire sprinkler system is required, it shall be provided throughout the building.

Exception: Protection for specific appliances and/or hazards.

Section 903.3.10 of Chapter 9 of the CBC is amended to read as follows:

903.3.10 Floor Control Valves.

Floor control valves and waterflow detection assemblies shall be installed at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.

3. Buildings that are two or more stories below the highest level of fire department access.

Exception: Group R-2 and R-3.1 occupancies floor control valves and water flow detection assemblies shall not be required.

Section 909.11 of Chapter 9 of the CBC is deleted in its entirety and replaced to read as follows:

909.11 General.

The smoke-control system shall be supplied with two sources of power. Primary power shall be from the normal building power systems. Secondary power shall be from an approved standby source complying Section 1203 of this code. The standby power source and its transfer switches shall be in a room separate from the normal power transformers and switchgear and ventilated directly to and from the exterior. The room shall be enclosed with not less than 1- hour fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712, or both.

Transfer to full standby power shall be automatic and within 60 seconds of failure of the primary power. The systems shall comply with the City of El Segundo Electrical Code.

Exception: The secondary power is not required for pressurized enclosures in buildings of less than 5 floors used for human occupancy.

Section 1206.6 is added to Chapter 12 of the 2025 Edition of the CBC to read as follows:

1206.6: RESIDENTIAL NOISE INSULATION STANDARDS (Airport Noise Sources)

1206.6.01 Noise Insulation Requirements for New Construction.

1206.6.02 Purpose and Scope. The purpose of this section is to establish minimum noise insulation performance standards for new residential dwelling units and additions of habitable rooms to existing residential dwelling units to protect public health, safety, and welfare from the effects of excessive noise, including without limitation, indoor quality of life, speech interference, and sleep disruption.

1206.6.03 Applicability.

This section applies to all newly constructed residences and habitable room additions to existing residence

1206.6.04 Definitions.

For purposes of this section, the following words must have the following meaning:

“Community Noise Equivalent Level (CNEL)” means the noise measure defined in 21 Code of California Regulations § 5001(d), and any successor regulation or amendment.

“Habitable Room” means a room that is a space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, garages, and similar areas are not considered habitable space.

“LAX” means Los Angeles International Airport.

“Noise Impact Boundary for LAX” means the area around LAX as defined in 21 California code of regulations § 5001(1), and any successor regulation or amendment. The city’s building safety department must at all times maintain a current map of the noise impact boundary. The latest published map by LAWA located at the Building Safety Counter shall be used as the basis for determination.

“Residence” means any occupancy group R building as used in El Segundo title 13 of the El Segundo municipal code.

1206.6.05 Standards.

Any new residence or addition of one or more habitable rooms to an existing residence that is within the noise impact boundary for LAX must be designed to ensure that internal noise levels due to LAX do not exceed 45 dB CNEL. This standard may be satisfied in two ways: (1) by performing the acoustical analysis described in section 1206.6.06, below, or (2) by employing the prescribed construction methods described in section 1206.6.07, below.

1206.6.06: Acoustical Analysis.

A building permit application for a new residence or addition of one or more habitable rooms to an existing residence must comply with the minimum noise insulation performance standards established in this section if it includes an acoustical analysis demonstrating that the proposed design will ensure that internal noise levels due to LAX aircraft noise will not exceed 45 dB CNEL. The acoustical analysis shall be proven to meet the standard by providing post- construction/pre-occupancy acoustic measurement to verify compliance with the 45 dB CNEL standard. The Building Official has the discretion to implement policies that meet the intent of this code section.

- A. The acoustical analysis must be prepared by a person experienced in the field of acoustical engineering. The analysis must consider and include: the topographical relationship between LAX aircraft noise sources and the dwelling site, the characteristics of those noise sources, predicted noise spectra and levels at the exterior of the dwelling site, the basis for this prediction (measured or obtained from published data), the noise insulation measures to be employed, and the effectiveness of the proposed noise insulation measures.
- B. If the interior allowable noise levels are to be met by requiring that windows be unopenable or closed, the design for the structure must also specify a ventilation or air-conditioning system to provide a habitable interior environment, having at

least 2 air exchanges per hour for the affected rooms. The ventilation system must not compromise the interior room noise reduction.

1206.6.07 Prescribed Construction Methods.

A building permit application for a new residence or addition of one or more habitable rooms to an existing residence must comply with the minimum noise insulation performance standards established in this section if the design incorporates the following construction methods.

Construction Methods in the 70 dB CNEL and Greater Noise Zone

1206.6.08 Exterior Walls.

New walls that form the exterior portion of habitable rooms must be constructed as follows:

- A. Studs must be at least 4 inches in nominal depth.
- B. Exterior finish must be stucco, minimum 1/2-inch thickness, brick veneer, masonry, or any siding material allowed by this code. Wood or metal siding must be installed over 1/2-inch minimum solid sheathing.
- C. Masonry walls with a surface weight of less than 40 pounds per square foot must require an interior supporting stud-wall that is finished with at least 5/8-inch thick gypsum wall board or plaster.
- D. Wall insulation must be at least R-11 glass fiber or mineral wool and must be installed continuously throughout the stud space.
- E. Exterior solid sheathing must be covered with overlapping asphalt felt.
- F. Interior wall finish must be at least 5/8-inch thick gypsum wall board or 5/8-inch thick gypsum wall board or plaster.

1206.6.09 Exterior Windows.

- A. Openable Windows: All openable windows in the exterior walls of habitable rooms must have a laboratory sound transmission class rating of at least STC 40 dB and must have an air infiltration rate of no more than 0.5 cubic feet per minute when tested according to ASTM E-283.
- B. Fixed Windows: All fixed windows in the exterior walls of habitable rooms must:
 - 1. Have a sound transmission class rating of at least STC 40 dB, or
 - 2. Must be 5/8-inch laminated glass with STC rating of 40 dB and must be set in non-hardening glazing materials, or
 - 3. Must be glass block at least 3½ inches thick.
- C. The total areas of glazing in rooms used for sleeping must not exceed 20% of the

wall area.

1206.6.10 Exterior Doors.

- A. Exterior hinged doors to habitable rooms that are directly exposed to aircraft noise and are facing the source of the noise must be a door and edge seal assembly that has a laboratory sound transmission class of at least STC 40 dB.
- B. Exterior hinged doors to habitable rooms that are not directly exposed to aircraft noise and do not face the source of the noise must have a minimum STC rating of 35 dB.
- C. Sliding glass doors in habitable rooms must not be allowed in walls that are directly exposed to aircraft noise. Sliding glass doors in walls that are not directly exposed must have an STC rating of at least 40 dB.
- D. Access doors from attached garage to the interior of a residence must have an STC rating of at least 30 dB.

1206.6.11 Roof/Ceiling Construction.

- A. Roof rafters must have a minimum slope of 4:12 and must be covered on their top surface with minimum ½-inch solid sheathing and any roof covering allowed by this code.
- B. Attic insulation must be batt or blow-in glass fiber or mineral wool with a minimum R-30 rating applied between the ceiling joists.
- C. Attic ventilation must be:
 - 1. Gable vents or vents that penetrate the roof surface that are fitted with transfer ducts at least 6 feet in length that are insulating flexible ducting or metal ducts containing internal 1-inch thick coated fiberglass sound absorbing duct liner. Each duct must have a lined 90-degree bend in the duct so that there is no direct line of sight from the exterior through the duct into the attic, or
 - 2. Noise control louver vents, or
 - 3. Eave vents that are located under the eave overhang.
 - 4. Ceilings must be finished with gypsum board or plaster that is at least 5/8-inch thick. Ceiling materials must be mounted on resilient channels.
 - 5. Skylights must penetrate the ceiling by means of a completely enclosed light well that extends from the roof opening to the ceiling opening. A secondary openable glazing panel must be mounted at the ceiling line or at any point that provides at least a 4-inch space between the skylight glazing and the secondary glazing and must be glazed with at least 3/16-inch plastic or laminated glass. The weather-side skylight must be any type that is permitted by the building code. The size of skylights must be no more than

20 percent of the roof area of the room.

1206.6.12 Ventilation.

- A. A ventilation system must be provided that will provide at least the minimum air circulation and fresh air supply requirements of this code in each habitable room without opening any window, door or other opening to the exterior. All concealed ductwork must be insulated flexible glass fiber ducting that is at least 10 feet long between any two points of connection.
- B. Kitchen cooktop vent hoods must be the non-ducted recirculating type with no ducted connection to the exterior.

1206.6.13 Fireplaces.

Each fireplace must be fitted with a damper at the top of the chimney that is operated from the firebox and must have glass doors across the front of the firebox.

1206.6.14 Wall and Ceiling Openings.

Openings in the shell of the residence that degrade its ability to achieve an interior CNEL rating of 45 dB or less when all doors and windows are closed are prohibited unless access panels, pet doors, mail delivery drops, air-conditioning, or other openings are designed to maintain the 45 dB CNEL (or less) standard in the room to which they provide access.

Construction Methods In The 65 dB CNEL To 70 dB CNEL Noise Zone

1206.6.15 Exterior Walls.

New walls that form the exterior portion of habitable rooms must be constructed as follows:

- A. Studs must be at least 4 inches in nominal depth.
- B. Exterior finish must be stucco, minimum $\frac{7}{8}$ -inch thickness, brick veneer, masonry, or any siding material allowed by this code. Wood or metal siding must be installed over $\frac{1}{2}$ -inch solid sheathing.
- C. Masonry walls with a surface weight of less than 40 pounds per square foot will require an interior studwall that is finished with at least $\frac{5}{8}$ -inch thick gypsum wallboard or plaster.
- D. Wall insulation must be at least R-11 glass fiber or mineral wool and must be installed continuously throughout the stud space.
- E. Exterior solid sheathing must be covered with overlapping asphalt felt.
- F. Interior wall finish must be at least $\frac{5}{8}$ -inch thick gypsum wallboard or plaster.

1206.6.16 Exterior Windows.

- A. Openable Windows: All openable windows in the exterior walls of habitable rooms must have a laboratory sound transmission class rating of at least STC 35 dB and must have an air infiltration rate of no more than 0.5 cubic feet per minute when tested according to ASTM E-283.
- B. Fixed Windows: All fixed windows in the exterior walls of habitable rooms must be at least 1/4-inch thick and must be set in non-hardening glazing materials.
- C. The total area of glazing in rooms used for sleeping must not exceed 20% of the floor area.

1206.6.17 Exterior Doors.

- A. Exterior hinged doors to habitable rooms that are directly exposed to aircraft noise and are facing the source of the noise must be a door and edge seal assembly that has a laboratory sound transmission class of at least STC 35 dB.
- B. Exterior hinged doors to habitable rooms that are not directly exposed to aircraft noise and do not face the source of the noise must have a minimum STC rating of 30 dB
- C. Sliding glass doors in habitable rooms must have glass that is 1/4-inch thick.
- D. Access doors from a garage to a habitable room must have an STC rating of at least 30 dB.

1206.6.18 Roof Ceiling Construction.

- A. Roof rafters must have a minimum slope of 4:12 and must be covered on their top surface with minimum 1/2-inch solid sheathing and any roof covering allowed by this code
- B. Attic insulation must be batt or blow-in glass fiber or mineral wool with a minimum R-30 rating applied between the ceiling joists.
- C. Attic ventilation must be:
 - 1. Gable vents or vents that penetrate the roof surface that are fitted with transfer ducts at least 6 feet in length that are insulating flexible ducting or metal ducts containing internal 1-inch thick coated fiberglass sound absorbing duct liner. Each duct must have a lined 90-degree bend in the duct so that there is no direct line of sight from the exterior through the duct into the attic, or
 - 2. Noise control louver vents, or
 - 3. Eave vents that are located under the eave overhang.
 - 4. Ceilings must be finished with gypsum board or plaster that is at least 5/8-inch thick.

5. Skylights must penetrate the ceiling by means of a completely enclosed light well that extends from the roof opening to the ceiling opening. A secondary openable glazing panel must be mounted at the ceiling line and must be glazed with at least $\frac{3}{16}$ -inch plastic, tempered or laminated glass. The weather-side skylight must be any type that is permitted by the building code.

1206.6.19 Floors.

The floor of the lowest habitable rooms must be concrete slab on grade or wood framed floors.

1206.6.20 Ventilation.

- A. A ventilation system must be provided that will provide at least the minimum air circulation and fresh air supply requirements of at least 2 air exchanges in each affected habitable room without opening any window, door or other opening to the exterior. All concealed ductwork must be insulated flexible glass fiber ducting that is at least 10 feet long between any two points of connection.
- B. Kitchen cooktop vent hoods must be the non-ducted recirculating type with no ducted connection to the exterior.

1206.6.21 Fireplaces.

Each fireplace must be fitted with a damper at the top of the chimney that is operated from the firebox and must have glass doors across the front of the firebox.

1206.6.22 Wall and Ceiling Openings.

Openings in the shell of the residence that degrade its ability to achieve an interior CNEL rating of 45 dB or less when all doors and windows are closed are prohibited. Any access panels, pet doors, mail delivery drops, air-conditioning, or other openings must be designed to maintain the 45 dB CNEL or less standard in the room to which they provide access.

Section 1507.3.1 of the 2022 CBC is amended to read as follows:

1507.3.1 Deck requirements.

Concrete and clay tile shall be installed only over solid-structural sheathing boards.

Section 1613.8 is added to Chapter 16 of the 2025 CBC to read as follows:

1613.8 Amendments to ASCE 7.

The provisions of Section 1613.8 shall be permitted as an amendment to the relevant provisions of ASCE 7.

Section 1613.8.1 is added to Chapter 16 of the 2025 CBC to read as follows:

1613.8.1 Values for Vertical Combinations.

Modify ASCE 7 Section 12.2.3.1 Exception 3 as follows:

3. Detached one- and two-family dwellings up to two stories in height of light frame construction.

Section 1613.8.2 is added to Chapter 16 of the 2025 CBC to read as follows:

1613.8.2 Wood Diaphragms.

Modify ASCE 7 Section 12.11.2.2.3 as follows:

12.11.2.2.3 Wood Diaphragms.

The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 4.1.5.1 and this section. Continuous ties required by this section shall be in addition to the diaphragm sheathing. ~~In wood diaphragms, the continuous ties shall be in addition to the diaphragm sheathing.~~ Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal, nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For structures assigned to Seismic Design Category D, E or F, wood diaphragms supporting concrete or masonry walls shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub diaphragms to transmit the anchorage forces to the main continuous crossties.
2. The maximum diaphragm shear used to determine the depth of the subdiaphragm shall not exceed 75% of the maximum diaphragm shear.

Section 1613.8.3 is added to Chapter 16 of the 2025 CBC to read as follows:

1613.8.3 Structural Separation.

Modify ASCE 7 Section 12.12.3 Equation 12.12-1 as follows:

$$\delta_M = \frac{C_d \delta_{max}}{I_e}$$

(12-12-1)

Section 1613.9 is added to Chapter 16 of the 2025 CBC to read as follows:

1613.9 Seismic Design Provisions for Hillside Buildings.

1613.9.1 Purpose.

The purpose of this section is to establish minimum regulations for the design and construction of new buildings and additions to existing buildings when constructing such buildings on or into slopes steeper than one unit vertical in three units horizontal (33.3%). These regulations establish minimum standards for seismic force resistance to reduce the risk of injury or loss of life in the event of earthquakes.

1613.9.2 Scope.

The provisions of this section shall apply to the design of the lateral-force-resisting system for hillside buildings at and below the base level diaphragm. The design of the lateral-force-resisting system above the base level diaphragm shall be in accordance with the provisions for seismic and wind design as required elsewhere in this division.

Exception: Non-habitable accessory buildings and decks not supporting or supported from the main building are exempt from these regulations.

1613.9.3 Definitions.

For the purposes of this section certain terms are defined as follows:

BASE LEVEL DIAPHRAGM is the floor at, or closest to, the top of the highest level of the foundation.

DIAPHRAGM ANCHORS are assemblies that connect a diaphragm to the adjacent foundation at the uphill diaphragm edge.

DOWNHILL DIRECTION is the descending direction of the slope approximately perpendicular to the slope contours.

FOUNDATION is concrete or masonry which supports a building, including footings, stem walls, retaining walls, and grade beams.

FOUNDATION EXTENDING IN THE DOWNHILL DIRECTION is a foundation running downhill and approximately perpendicular to the uphill foundation.

HILLSIDE BUILDING is any building or portion thereof constructed on or into a slope steeper than one unit vertical in three units horizontal (33.3%). If only a portion of the building is supported on or into the slope, these regulations apply to the entire building.

PRIMARY ANCHORS are diaphragm anchors designed for and providing a direct connection as described in Sections 1613.9.5 and 1613.9.7.3 between the diaphragm and the uphill foundation.

SECONDARY ANCHORS are diaphragm anchors designed for and providing a redundant diaphragm to foundation connection, as described in Sections 1613.9.6 and 1613.9.7.4.

UPHILL DIAPHRAGM EDGE is the edge of the diaphragm adjacent and closest to the highest ground level at the perimeter of the diaphragm.

UPHILL FOUNDATION is the foundation parallel and closest to the uphill diaphragm edge.

1613.9.4 Analysis and Design.

1613.9.4.1 General.

Every hillside building within the scope of this section shall be analyzed, designed, and constructed in accordance with the provisions of this division. When the code-prescribed wind design produces greater effects, the wind design shall govern, but detailing requirements and limitations prescribed in this and referenced sections shall be followed.

1613.9.4.2 Base Level Diaphragm-Downhill Direction.

The following provisions shall apply to the seismic analysis and design of the connections for the base level diaphragm in the downhill direction.

1613.9.4.2.1 Base for Lateral Force Design Defined.

For seismic forces acting in the downhill direction, the base of the building shall be the floor at or closest to the top of the highest level of the foundation.

1613.9.4.2.2 Base Shear.

In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems. The total base shear shall include the forces tributary to the base level diaphragm including forces from the base level diaphragm.

1613.9.5 Base Shear Resistance-Primary Anchors.

1613.9.5.1 General.

The base shear in the downhill direction shall be resisted through primary anchors from diaphragm struts provided in the base level diaphragm to the foundation.

1613.9.5.2 Location of Primary Anchors.

A primary anchor and diaphragm strut shall be provided in line with each foundation extending in the downhill direction. Primary anchors and diaphragm struts shall also be provided where interior vertical lateral-force-resisting elements occur above and in contact with the base level diaphragm. The spacing of primary anchors and diaphragm struts or collectors shall in no case exceed 30 feet (9144 mm).

1613.9.5.3 Design of Primary Anchors and Diaphragm Struts.

Primary anchors and diaphragm struts shall be designed in accordance with the requirements of Section 1613.6.8.

1613.9.5.4 Limitations.

The following lateral-force-resisting elements shall not be designed to resist seismic forces below the base level diaphragm in the downhill direction:

1. Wood structural panel wall sheathing,
2. Cement plaster and lath,
3. Gypsum wallboard, and
4. Tension only braced frames.

Braced frames designed in accordance with the requirements of Section 2205.2.1.2 may be used to transfer forces from the primary anchors and diaphragm struts to the foundation provided lateral forces do not induce flexural stresses in any member of the frame or in the diaphragm struts. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.9.6 Base Shear Resistance-Secondary Anchors.

1613.9.6.1 General.

In addition to the primary anchors required by Section ~~1613.7.5~~ 1613.6.5, the base shear in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in the base level diaphragm.

Exception: Secondary anchors are not required where foundations extending in the downhill direction spaced at not more than 30 feet (9144 mm) on center extend up to and

are directly connected to the base level diaphragm for at least 70% of the diaphragm depth.

1613.9.6.2 Secondary Anchor Capacity and Spacing.

Secondary anchors at the base level diaphragm shall be designed for a minimum force equal to the base shear, including forces tributary to the base level diaphragm, but not less than 600 pounds per lineal foot (8.76 kN/m) based on Allowable Stress Design (ASD) levels. The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of 4 feet (1219 mm) on center.

1613.9.6.3 Design.

Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.9.8.

1613.9.7 Diaphragms below the Base Level-Downhill Direction.

The following provisions shall apply to the lateral analysis and design of the connections for all diaphragms below the base level diaphragm in the downhill direction.

1613.9.7.1 Diaphragm Defined.

Every floor level below the base level diaphragm shall be designed as a diaphragm.

1613.9.7.2 Design Force.

Each diaphragm below the base level diaphragm shall be designed for all tributary loads at that level using a minimum seismic force factor not less than the base shear coefficient.

1613.9.7.3 Design Force Resistance-Primary Anchors.

The design force described in Section 1613.9.7.2 shall be resisted through primary anchors from diaphragm struts provided in each diaphragm to the foundation. Primary anchors shall be provided and designed in accordance with the requirements and limitations of Section 1613.9.5.

1613.9.7.4 Design Force Resistance-Secondary Anchors.

1613.9.7.4.1 General.

In addition to the primary anchors required in Section 1613.9.7.3, the design force in the downhill direction shall be resisted through secondary anchors in the uphill foundation

connected to diaphragm struts in each diaphragm below the base level.

Exception: Secondary anchors are not required where foundations extending in the downhill direction, spaced at not more than 30 feet (9144 mm) on center, extend up to and are directly connected to each diaphragm below the base level for at least 70% of the diaphragm depth.

1613.9.7.4.2 Secondary Anchor Capacity.

Secondary anchors at each diaphragm below the base level diaphragm shall be designed for a minimum force equal to the design force but not less than 300 pounds per lineal foot (4.38 kN/m) based on Allowable Stress Design (ASD) levels. The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of 4 feet (1219 mm) on center.

1613.9.7.4.3 Design.

Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.9.8.

1613.9.8 Primary and Secondary Anchorage and Diaphragm Strut Design.

Primary and secondary anchors and diaphragm struts shall be designed in accordance with the following provisions:

1. Fasteners. All bolted fasteners used to develop connections to wood members shall be provided with square plate washers at all bolt heads and nuts. Washers shall be minimum 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Nuts shall be tightened to finger tight plus one half (1/2) wrench turn prior to covering the framing.
2. Fastening. The diaphragm to foundation anchorage shall not be accomplished by the use of toenailing, nails subject to withdrawal, or wood in cross-grain bending or cross-grain tension.
3. Size of Wood Members. Wood diaphragm struts collectors, and other wood members connected to primary anchors shall not be less than 3 inch (76 mm) nominal width. The effects of eccentricity on wood members shall be evaluated as required per Item 9.
4. Design. Primary and secondary anchorage, including diaphragm struts, splices, and collectors shall be designed for 125% of the tributary force.
5. Allowable Stress Increase. The one-third allowable stress increase permitted under Section 1605.3.2 shall not be taken when the working (allowable) stress design method is used.
6. Steel Element of Structural Wall Anchorage System. The strength design forces for steel elements of the structural wall anchorage system, with the exception of

anchor bolts and reinforcing steel, shall be increased by 1.4 times the forces otherwise required.

7. Primary Anchors. The load path for primary anchors and diaphragm struts shall be fully developed into the diaphragm and into the foundation. The foundation must be shown to be adequate to resist the concentrated loads from the primary anchors.
8. Secondary Anchors. The load path for secondary anchors and diaphragm struts shall be fully developed in the diaphragm but need not be developed beyond the connection to the foundation.
9. Symmetry. All lateral force foundation anchorage and diaphragm strut connections shall be symmetrical. Eccentric connections may be permitted when demonstrated by calculation or tests that all components of force have been provided for in the structural analysis or tests.
10. Wood Ledgers. Wood ledgers shall not be used to resist cross-grain bending or cross-grain tension.

1613.9.9 Lateral-Force-Resisting Elements Normal to the Downhill Direction.

1613.9.9.1 General.

In the direction normal to the downhill direction, lateral-force-resisting elements shall be designed in accordance with the requirements of this section.

1613.9.9.2 Base Shear.

In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems.

1613.9.9.3 Vertical Distribution of Seismic Forces.

For seismic forces acting normal to the downhill direction the distribution of seismic forces over the height of the building using Section 12.8.3 of ASCE 7 shall be determined using the height measured from the top of the lowest level of the building foundation.

1613.9.9.4 Drift Limitations.

The story drift below the base level diaphragm shall not exceed 0.007 times the story height at strength design force level. The total drift from the base level diaphragm to the top of the foundation shall not exceed 3/4 inch (19 mm). Where the story height or the height from the base level diaphragm to the top of the foundation varies because of a stepped footing or story offset, the height shall be measured from the average height of the top of the foundation. The story drift shall not be reduced by the effect of horizontal diaphragm stiffness.

1613.9.9.5 Distribution of Lateral Forces.

1613.9.9.5.1 General.

The design lateral force shall be distributed to lateral-force-resisting elements of varying heights in accordance with the stiffness of each individual element.

1613.9.9.5.2 Wood Structural Panel Sheathed Walls.

The stiffness of a stepped wood structural panel shear wall may be determined by dividing the wall into adjacent rectangular elements, subject to the same top of wall deflection. Deflections of shear walls may be estimated by AWC SDPWS Section 4.3.2. Sheathing and fastening requirements for the stiffest section shall be used for the entire wall. Each section of wall shall be anchored for shear and uplift at each step. The minimum horizontal length of a step shall be 8 feet (2438 mm) and the maximum vertical height of a step shall be 2 feet 8 inches (813 mm).

1613.9.9.5.3 Reinforced Concrete or Masonry Shear Walls.

Reinforced concrete or masonry shear walls shall have forces distributed in proportion to the rigidity of each section of the wall.

1613.9.9.6 Limitations.

The following lateral force-resisting-elements shall not be designed to resist lateral forces below the base level diaphragm in the direction normal to the downhill direction:

1. Cement plaster and lath,
2. Gypsum wallboard, and
3. Tension-only braced frames.

Braced frames designed in accordance with the requirements of Section 2205.2.1.2 of this Code may be designed as lateral-force-resisting elements in the direction normal to the downhill direction, provided lateral forces do not induce flexural stresses in any member of the frame. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.9.10 Specific Design Provisions.

1613.9.10.1 Footings and Grade Beams.

All footings and grade beams shall comply with the following:

1. Grade beams shall extend at least 12 inches (305 mm) below the lowest adjacent grade and provide a minimum 24 inch (610 mm) distance horizontally from the bottom outside face of the grade beam to the face of the descending slope.
2. Continuous footings shall be reinforced with at least two No. 4 reinforcing bars at the top and two No. 4 reinforcing bars at the bottom.
3. All main footing and grade beam reinforcement steel shall be bent into the intersecting footing and fully developed around each corner and intersection.
4. All concrete stem walls shall extend from the foundation and reinforced as required for concrete or masonry walls.

1613.9.10.2 Protection against Decay and Termites.

All wood to earth separation shall comply with the following:

1. Where a footing or grade beam extends across a descending slope, the stem wall, grade beam, or footing shall extend up to a minimum 18 inches (457 mm) above the highest adjacent grade.

Exception: At paved garage and doorway entrances to the building, the stem wall need only extend to the finished concrete slab, provided the wood framing is protected with a moisture proof barrier.

2. Wood ledgers supporting a vertical load of more than 100 pounds per lineal foot (1.46 kN/m) based on Allowable Stress Design (ASD) levels and located within 48 inches (1219 mm) of adjacent grade are prohibited. Galvanized steel ledgers and anchor bolts, with or without wood nailers, or treated or decay resistant sill plates supported on a concrete or masonry seat, may be used.

1613.9.10.3 Sill Plates.

All sill plates and anchorage shall comply with the following:

1. All wood framed walls, including nonbearing walls, when resting on a footing, foundation, or grade beam stem wall, shall be supported on wood sill plates bearing on a level surface.
2. Power-driven fasteners shall not be used to anchor sill plates except at interior nonbearing walls not designed as shear walls.

1613.9.10.4 Column Base Plate Anchorage.

The base of isolated wood posts (not framed into a stud wall) supporting a vertical load of 4,000 pounds (17.8 kN) based on Allowable Stress Design (ASD) levels or more and the base plate for a steel column shall comply with the following:

1. When the post or column is supported on a pedestal extending above the top of a footing or grade beam, the pedestal shall be designed and reinforced as required for concrete or masonry columns. The pedestal shall be reinforced with a minimum

of four No. 4 bars extending to the bottom of the footing or grade beam. The top of exterior pedestals shall be sloped for positive drainage.

2. The base plate anchor bolts or the embedded portion of the post base, and the vertical reinforcing bars for the pedestal, shall be confined with two No. 4 or three No. 3 ties within the top 5 inches (127 mm) of the concrete or masonry pedestal. The base plate anchor bolts shall be embedded a minimum of 20 bolt diameters into the concrete or masonry pedestal. The base plate anchor bolts and post bases shall be galvanized and each anchor bolt shall have at least 2 galvanized nuts above the base plate.

1613.9.10.5 Steel Beam to Column Supports.

All steel beam to column supports shall be positively braced in each direction. Steel beams shall have stiffener plates installed on each side of the beam web at the column. The stiffener plates shall be welded to each beam flange and the beam web. Each brace connection or structural member shall consist of at least two 5/8 inch (15.9 mm) diameter machine bolts.

Section 1613.10 is added to Chapter 16 of the 2025 CBC to read as follows:

1613.10 Suspended Ceilings.

Minimum design and installation standards for suspended ceilings shall be determined in accordance with the requirements of Section 2506.2.1 of this Code and this section.

1613.10.1 Scope.

This part contains special requirements for suspended ceilings and lighting systems. Provisions of Section 13.5.6 of ASCE 7 shall apply except as modified herein.

1613.10.2 General.

The suspended ceilings and lighting systems shall be limited to 6 feet (1828 mm) below the structural deck unless the lateral bracing is designed by a licensed engineer or architect.

1613.10.3 Sprinkler Heads.

All sprinkler heads (drops) except fire-resistance-rated floor/ceiling or roof/ceiling assemblies, shall be designed to allow for free movement of the sprinkler pipes with oversize rings, sleeves or adaptors through the ceiling tile. Sprinkler heads and other penetrations shall have a 2 inch (50mm) oversize ring, sleeve, or adapter through the ceiling tile to allow for free movement of at least 1 inch (25mm) in all horizontal directions. Alternatively, a swing joint that can accommodate 1 inch (25 mm) of ceiling movement in

all horizontal directions is permitted to be provided at the top of the sprinkler head extension.

Sprinkler heads penetrating fire-resistance-rated floor/ceiling or roof/ceiling assemblies shall comply with Section 714 of this Code.

1613.10.4 Special Requirements for Means of Egress.

Suspended ceiling assemblies located along means of egress serving an occupant load of 30 or more shall comply with the following provisions.

1613.10.4.1 General.

Ceiling suspension systems shall be connected and braced with vertical hangers attached directly to the structural deck along the means of egress serving an occupant load of 30 or more and at lobbies accessory to Group A Occupancies. Spacing of vertical hangers shall not exceed 2 feet (610 mm) on center along the entire length of the suspended ceiling assembly located along the means of egress or at the lobby.

1613.10.4.2 Assembly Device.

All lay-in panels shall be secured to the suspension ceiling assembly with two hold-down clips minimum for each tile within a 4-foot (1219 mm) radius of the exit lights and exit signs.

1613.10.4.3 Emergency Systems.

Independent supports and braces shall be provided for light fixtures required for exit illumination. Power supply for exit illumination shall comply with the requirements of Section 1008.3, 1008.2.4 of this Code.

1613.10.4.4 Supports for Appendage.

Separate support from the structural deck shall be provided for all appendages such as light fixtures, air diffusers, exit signs, and similar elements.

Section 1704.6 of the 2025 CBC is amended to read as follows:

1704.6 Structural Observations.

Where required by the provisions of Section 1704.6.1, the owner or the owner's authorized agent shall employ a structural observer to perform structural observations.

Structural observation does not include or waive the responsibility for the inspections in Section 110 or the special inspections in Section 1705 or other sections of this code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or
2. A registered design professional designated by the registered design professional responsible for the structural design.

Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations.

The owner or owner's authorized agent shall coordinate and call a preconstruction meeting between the structural observer, contractors, affected subcontractors and special inspectors. The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load resisting systems of the structure and to review scheduling of the required observations. A record of the meeting shall be included in the report submitted to the Building Official.

Observed deficiencies shall be reported in writing to the owner or owner's authorized agent, special inspector, contractor and the Building Official. Upon the form prescribed by the Building Official, the structural observer shall submit to the Building Official a written statement at each significant construction stage stating that the site visits have been made and identifying any reported deficiencies which, to the best of the structural observer's knowledge, have not been resolved. A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the Building Official.

Section 1704.6.1 of the 2025 CBC is amended to read as follows:

1704.6.1 Structural observations for seismic resistance.

Structural observations shall be provided for those structures assigned to Seismic Design Category D, E or F, where one or more of the following conditions exist:

1. The structure is classified as Risk Category III or IV in accordance with Table 1604.5.
2. The height of the structure is greater than 75 feet (22860 mm) above the base.
3. The structure is classified as Risk Category I or II in accordance with Table 1604.5, and a lateral design is required for the structure or portion thereof.

Exception: One-story wood framed Group R-3 and Group U Occupancies less than 2,000 square feet in area, provided the adjacent grade is not steeper than 1 unit vertical in 10 units horizontal (10% sloped), assigned to Seismic Design Category D.

4. When so designated by the registered design professional responsible for the structural design.
5. When such observation is specifically required by the building official.

Section 1705.3 of the 2025 CBC is amended to read as follows:

1705.3 Concrete Construction.

The special inspections and tests for concrete construction shall be performed in accordance with this section and Table 1705.3.

Exceptions: Special inspections and tests shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.
2. Continuous concrete footings supporting walls of buildings three stories or less above grade plane that are fully supported on earth or rock where:
 - 2.1. The footings support walls of light-frame construction;
 - 2.2. The footings are designed in accordance with Table 1809.7; or
 - 2.3. The structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.
3. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 psi (1.03 Mpa).
 - 3.1. Concrete patios, driveways and sidewalks, on grade.

Exception 3 of Section 1705.13 of the 2025 CBC is amended to read as follows:

1705.13 Special inspections for seismic resistance.

Special inspections for seismic resistance shall be required as specified in Sections 1705.13.1 through 1705.13.9, unless exempted by the exceptions of Section 1704.2.

Exception: The special inspections specified in Sections 1705.13.1 through 1705.13.9 are not required for structures designed and constructed in accordance with one of the following:

1. The structure consists of light-frame construction; the design spectral response acceleration at short periods, SDS, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 35 feet (10 668 mm)
2. The seismic force-resisting system of the structure consists of reinforced masonry or reinforced concrete; the design spectral response acceleration at short periods, SDS, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 25 feet (7620 mm)
3. The structure is a detached one- or two-family dwelling not exceeding two stories above grade plane, is not assigned to Seismic Design Category D, E or F and does

not have any of the following horizontal or vertical irregularities in accordance with Section 12.3 of ASCE 7:

- 3.1. Torsional or extreme torsional irregularity.
- 3.2. Nonparallel systems irregularity.
- 3.3. Stiffness-soft story or stiffness-extreme soft story irregularity.
- 3.4. Discontinuity in lateral strength-weak story irregularity.

Section 1807.1.4 of the 2025 CBC is amended to read as follows:

1807.1.4 Permanent wood foundation systems.

Permanent wood foundation systems shall be designed and installed in accordance with AWC PWF. Lumber and plywood shall be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B and Section 5.2) and shall be identified in accordance with Section 2303.1.9.1. Permanent wood foundation systems shall not be used for structures assigned to Seismic Design Category D, E or F.

Section 1807.1.6 of the 2025 CBC is amended to read as follows:

1807.1.6 Prescriptive design of concrete and masonry foundation walls.

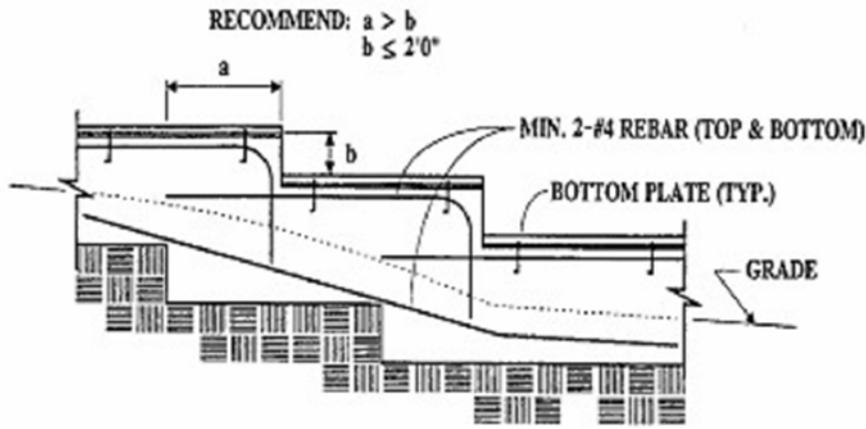
Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F.

Section 1809.3 of the 2025 CBC is amended to read as follows:

1809.3 Stepped footings.

The top surface of footings shall be level. The bottom surface of footings shall be permitted to have a slope not exceeding 1 unit vertical in 10 units horizontal (10- percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footing or where the surface of the ground slopes more than 1 unit vertical in 10 units horizontal (10-percent slope).

For structures assigned to Seismic Design Category D, E or F, the stepping requirement shall also apply to the top surface of grade beams supporting walls. Footings shall be reinforced with four No. 4 bars. Two bars shall be placed at the top and bottom of the footings as shown in Figure 1809.3.



STEPPED FOUNDATIONS

FIGURE 1809.3 - STEPPED FOOTING

Section 1809.7 and Table 1809.7 of the 2025 CBC are amended to read as follows:

1809.7 Prescriptive footings for light-frame construction.

Where a specific design is not provided, concrete or masonry-unit footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Table 1809.7. Prescriptive footings in Table 1809.7 shall not exceed one story above grade plane for structures assigned to Seismic Design Category D, E or F.

TABLE 1809.7 PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT FRAME CONSTRUCTION a, b, c, d, e

NUMBER OF FLOORS SUPPORTED BY THE FOOTING ^f	WIDTH OF FOOTING (inches)	THICKNESS OF FOOTING (inches)
1	12	6
2	15	6
3	18	8

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm

- a. Depth of footings shall be in accordance with Section 1809.4.
- b. The ground under the floor shall be permitted to be excavated to the elevation of the top of the footing.
- c. Not Adopted.
- d. See Section 1908 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.

- e. For thickness of foundation walls, see Section 1807.1.6.
- f. Footing shall be permitted to support a roof addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.
- g. Not Adopted.

Section 1809.12 of the 2025 CBC is amended to read as follows:

1809.12 Timber footings.

Timber footings shall be permitted for buildings of Type V construction and as otherwise approved by the building official. Such footings shall be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B). Treated timbers are not required where placed entirely below permanent water level or where used as capping for wood piles that project above the water level over submerged or marsh lands. The compressive stresses perpendicular to grain in untreated timber footing supported upon treated piles shall not exceed 70 percent of the allowable stresses for the species and grade of timber as specified in the ANSI/AWC NDS. Timber footings shall not be used in structures assigned to Seismic Design Category D, E or F.

Section 1810.3.2.4 of the 2025 CBC is amended to read as follows:

1810.3.2.4 Timber.

Timber deep foundation elements shall be designed as piles or poles in accordance with ANSI/AWC NDS. Round timber elements shall conform to ASTM D 25. Sawn timber elements shall conform to DOC PS-20. Timber shall not be used in structures assigned to Seismic Design Category D, E or F.

Section 1905.1 of the 2025 CBC is amended to read as follows:

1905.1 General.

In addition to the provisions of ACI 318, structural concrete shall comply with the requirements of Section 1905. The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.11.

Section 1905.6.2 of the 2025 CBC is amended to read as follows:

1905.6.2 Seismic Design Category C, D, E, and F.

Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plain concrete except as follows:

1. ~~Structural plain concrete basement, foundation, or other walls below the basement as defined in ASCE/SEI 7 are permitted in detached one- and two-family dwellings three stories or less in height constructed with stud bearing walls. In dwellings assigned to Seismic Design Category D or E, the height of the wall shall not exceed 8 feet (2438 mm), the thickness shall not~~

~~be less than 7 ½ inches (190 mm), and the wall shall retain no more than 4 feet (1219 mm) of unbalanced fill. Walls shall have reinforcement in accordance with 14.6.1 of ACI 318. Concrete used for fill with a minimum cement content of 2 sacks of Portland or cementitious material per cubic yard.~~

2. Isolated footings of plain concrete supporting pedestals or columns are permitted, provided that the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

~~Exception: In detached one- and two-family dwellings three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.~~

3. Plain concrete footings supporting walls are permitted, provided that the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. ~~For footings that exceed 8 inches (202 mm) in thickness, n~~ Not fewer than one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

~~Exceptions:-~~

1. ~~In Seismic Design Categories A, B, and C, d~~ Detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls are permitted to have plain concrete footings without longitudinal reinforcement with at least two continuous longitudinal reinforcing bars not smaller than No. 4 and a total area of less than 0.002 times the gross cross-sectional care area of the footing.
2. ~~For foundation systems consisting of a plain concrete footing and a plain concrete stemwall, a minimum of one bar shall be provided at the top of the stemwall and at the bottom of the footing.~~
3. ~~Where a slab ground is cast monolithically with the footing, one No. 5 bar is permitted to be located at either the top of the slab or the bottom of the footing.~~

Section 1905.8 is hereby added to the 2025 CBC to read as follows:

1905.8 ACI 318, Section 18.7.5.

Modify ACI 318, Section 18.7.5, by adding Section 18.7.5.8 and 18.7.5.9 as follows:

18.7.5.8 Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 18.7.5.1, Items (a) through (c), over the full height of the member.

18.7.5.9 - At any section where the design strength, P_n , of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 18.7.6.1 and 18.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 18.7.5.1 through 18.7.5.3 shall be provided. For beams framing into opposite sides of the column, the moment components are permitted to be assumed to be of opposite sign. For the determination of the design strength, P_n , of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis.

Section 1905.9 is hereby added to the 2025 CBC to read as follows:

1905.9 ACI 318, Section 18.10.4.

Modify ACI 318, Section 18.10.4, by adding Section 18.10.4.7 as follows:

18.10.4.7 - Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 18.14.

Section 1905.10 is hereby added to the 2025 CBC to read as follows:

1905.10 ACI 318, Section 18.12.6.

Modify ACI 318, by adding Section 18.12.6.2 as follows:

18.12.6.2 Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76 mm) or 6 db in thickness, where db is the diameter of the largest reinforcement in the topping slab.

Section 2304.10.2 of the 2025 CBC is amended to read as follows:

2304.10.2 Fastener requirements.

Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.2. Staple fasteners in Table 2304.10.2 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

Section 2304.12.2.8 of the 2025 CBC is amended to read as follows:

2304.12.2.8 Wood used in retaining walls and cribs.

Wood installed in retaining or crib walls shall be preservative treated in accordance with AWPA U1 for soil and fresh water use. Wood shall not be used in retaining or crib walls for structures assigned to Seismic Design Category D, E or F.

Section 2305.4 is added to Chapter 23 of the 2025 CBC to read as follows:

2305.4 Quality of Nails.

In Seismic Design Category D, E or F, mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.

Section 2305.5 is added to Chapter 23 of the 2025 CBC to read as follows:

2305.5 Hold-down connectors.

In Seismic Design Category D, E or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

Section 2306.2 of the 2025 CBC is amended to read as follows:

2306.2 Wood-frame diaphragms.

Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

Section 2306.3 of the 2025 CBC is amended to read as follows:

2306.3 Wood-frame shear walls.

Wood-frame shear walls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8-inch thick and studs shall not be spaced at more than 16 inches on center.
2. The maximum nominal unit shear capacities for 3/8-inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E or F is 400 pounds per linear foot (plf).

Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting members for shears of 350 plf or less using ASD or 500 plf or less using LRFD.
4. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.3(1) and 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS.

Section 2307.2 is added to the 2025 CBC to read as follows:

2307.2 Wood-frame shear walls.

Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

Table 2308.10.1 of the 2025 CBC is amended to read as follows:

TABLE 2308.10.1—WALL BRACING REQUIREMENTS ^a						
SEISMIC DESIGN CATEGORY	STORY CONDITION (SEE SECTION 2308.2)	MAXIMUM SPACING OF BRACED WALL LINES	BRACED PANEL LOCATION, SPACING (O.C.) AND MINIMUM PERCENTAGE (X)			MAXIMUM DISTANCE OF BRACED WALL PANELS FROM EACH END OF BRACED WALL LINE
			Bracing method ^b			
			LIB	DWB, WSP	SFB, PBS, PCP, HPS, GB ^{c,d}	
A and B		35'-0"	Each end and ≤ 25'-0" o.c.	Each end and ≤ 25'-0" o.c.	Each end and ≤ 25'-0" o.c.	12'-6"
		35'-0"	Each end and ≤ 25'-0" o.c.	Each end and ≤ 25'-0" o.c.	Each end and ≤ 25'-0" o.c.	12'-6"
		35'-0"	NP	Each end and ≤ 25'-0" o.c.	Each end and ≤ 25'-0" o.c.	12'-6"
C		35'-0"	NP	Each end and ≤ 25'-0" o.c.	Each end and ≤ 25'-0" o.c.	12'-6"
		35'-0"	NP	Each end and ≤ 25'-0" o.c. (minimum 25% of wall length) ^e	Each end and ≤ 25'-0" o.c. (minimum 25% of wall length) ^e	12'-6"
D and E		25'-0"	NP	$S_{DS} < 0.50$: Each end and ≤ 25'-0" o.c. (minimum 21% of wall length) ^e	$S_{DS} < 0.50$: Each end and ≤ 25'-0" o.c. (minimum 43% of wall length) ^e	8'-0"
				$0.5 \leq S_{DS} < 0.75$: Each end and ≤ 25'-0" o.c. (minimum 32% of wall length) ^e	$0.5 \leq S_{DS} < 0.75$: Each end and ≤ 25'-0" o.c. (minimum 59% of wall length) ^e	
				$0.75 \leq S_{DS} \leq 1.00$: Each end and ≤ 25'-0" o.c. (minimum 37% of wall length) ^e	$0.75 \leq S_{DS} \leq 1.00$: Each end and ≤ 25'-0" o.c. (minimum 75% of wall length)	
				$S_{DS} > 1.00$: Each end and ≤ 25'-0" o.c. (minimum 48% of wall length) ^e	$S_{DS} > 1.00$: Each end and ≤ 25'-0" o.c. (minimum 100% of wall length) ^e	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.
NP = Not Permitted.

a. This table specifies minimum requirements for braced wall panels along interior or exterior braced wall lines.
b. See Section 2308.10.3 for full description of bracing methods.
c. For Method GB, gypsum wallboard applied to framing supports that are spaced at 16 inches on center.
d. The required lengths shall be doubled for gypsum board applied to only one face of a braced wall panel.
e. Percentage shown represents the minimum amount of bracing required along the building length (or wall length if the structure has an irregular shape).

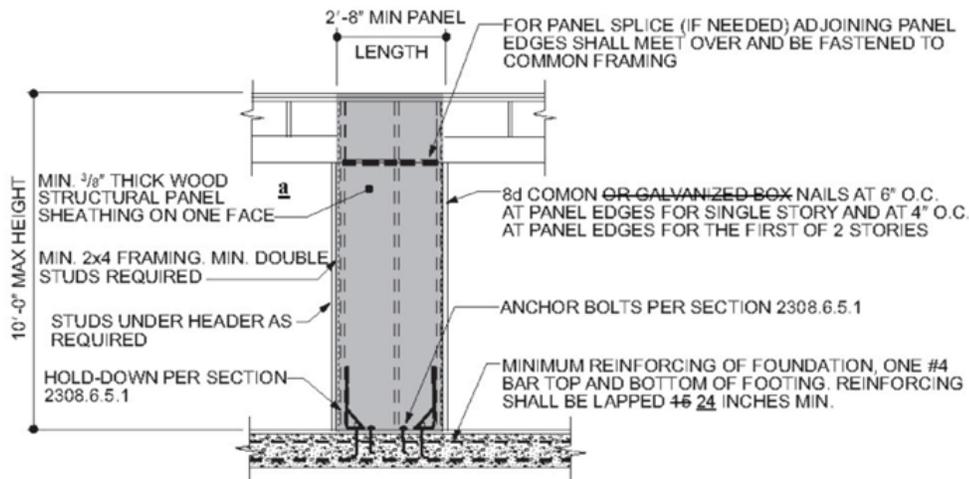
Section 2308.10.5.1 and Figure 2308.10.5.1 of the 2025 CBC are amended to read as follows:

2308.10.5.1 Alternate braced wall (ABW).

An ABW shall be constructed in accordance with this section and Figure 2308.10.5.1. In one-story buildings, each panel shall have a length of not less than 2 feet 8 inches (813 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on

one face with 3/8-inch (3.2 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Table 2304.10.2 and blocked at wood structural panel edges. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports. Two anchor bolts installed in accordance with Section 2308.7.1 shall be provided in each panel. Anchor bolts shall be placed at each panel outside quarter points. Each panel end stud shall have a hold-down device fastened to the foundation, capable of providing an approved uplift capacity of not less than 1,800 pounds (8006 N). The hold-down device shall be installed in accordance with the manufacturer's recommendations. The ABW shall be supported directly on a foundation or on floor framing supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing or turned-down slab edge is permitted at door openings in the braced wall line. This continuous footing or turned-down slab edge shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped 15 inches (381 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

Where the ABW is installed at the first story of two-story buildings, the wood structural panel sheathing shall be provided on both faces, three anchor bolts shall be placed at one-quarter points and tie-down device uplift capacity shall be not less than 3,000 pounds (13 344 N).



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

**FIGURE 2308.6.5.1
 ALTERNATE BRACED WALL PANEL (ABW)**

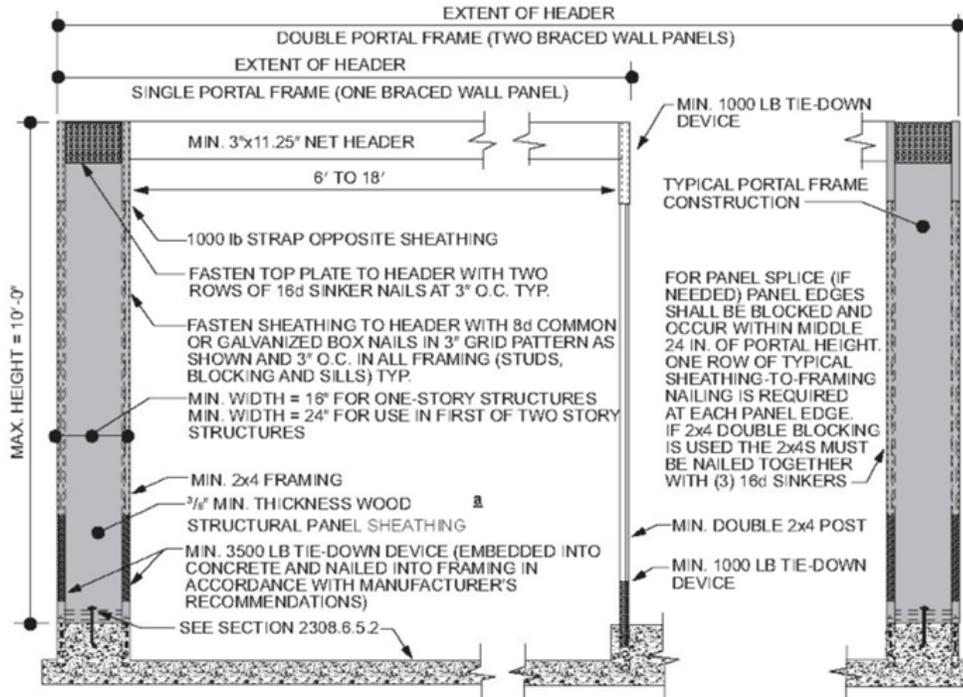
Section 2308.10.5.2 and Figure 2308.10.5.2 of the 2025 CBC are amended to read as follows:

2308.10.5.2 Portal frame with hold-downs (PFH).

A PFH shall be constructed in accordance with this section and Figure 2308.10.5.2. The adjacent door or window opening shall have a full-length header.

In one-story buildings, each panel shall have a length of not less than 16 inches (406 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with a single layer of 3/8-inch (9.5 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Figure 2308.10.5.2. The wood structural panel sheathing shall extend up over the solid sawn or glued-laminated header and shall be nailed in accordance with Figure 2308.10.5.2. A built-up header consisting of at least two 2-inch by 12-inch (51 mm by 305 mm) boards, fastened in accordance with Item 24 of Table 2304.10.2 shall be permitted to be used. A spacer, if used, shall be placed on the side of the built-up beam opposite the wood structural panel sheathing. The header shall extend between the inside faces of the first full-length outer studs of each panel. The clear span of the header between the inner studs of each panel shall be not less than 6 feet (1829 mm) and not more than 18 feet (5486 mm) in length. A strap with an uplift capacity of not less than 1,000 pounds (4,400 N) shall fasten the header to the inner studs opposite the sheathing. One anchor bolt not less than 5/8 inch (15.9 mm) diameter and installed in accordance with Section 2308.7.1 shall be provided in the center of each sill plate. The studs at each end of the panel shall have a hold-down device fastened to the foundation with an uplift capacity of not less than 3,500 pounds (15 570 N).

Where a panel is located on one side of the opening, the header shall extend between the inside face of the first full-length stud of the panel and the bearing studs at the other end of the opening. A strap with an uplift capacity of not less than 1,000 pounds (4400 N) shall fasten the header to the bearing studs. The bearing studs shall also have a hold-down device fastened to the foundation with an uplift capacity of not less than 1,000 pounds (4400 N). The hold-down devices shall be an embedded strap type, installed in accordance with the manufacturer's recommendations. The PFH panels shall be supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing is permitted at door openings in the braced wall line. This continuous footing shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped not less than 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line. Where a PFH is installed at the first story of two-story buildings, each panel shall have a length of not less than 24 inches (610 mm).



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound = 4.448 N.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

**FIGURE 2308.6.5.2
PORTAL FRAME WITH HOLD-DOWNS (PFH)**

Section 2308.10.8.1 of Chapter 23 of the 2025 CBC is amended to read as follows:

2308.10.8.1 Foundation requirements.

Braced wall lines shall be supported by continuous foundations.

Exception: For structures with a maximum plan dimension not more than 50 feet (15240 mm), continuous foundations are required at exterior walls only for structures assigned to Seismic Design Category A, B, or C.

For structures in Seismic Design Categories D and E, exterior braced wall panels shall be in the same plane vertically with the foundation or the portion of the structure containing the offset shall be designed in accordance with accepted engineering practice and Section 2308.3.

Section 2308.10.9 of the 2025 CBC is amended to read as follows:

2308.10.9 Attachment of sheathing.

Fastening of braced wall panel sheathing shall be not less than that prescribed in Tables 2308.10.1 and 2304.10.2. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.2 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

All braced wall panels shall extend to the roof sheathing and shall be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels shall be laterally braced at each top corner and at maximum 24 inches (6096 mm) intervals along the top plate of discontinuous vertical framing.

Section 3114 of the 2025 CBC is amended as follows:

SECTION 3114

INTERMODAL SHIPPING CONTAINERS

3114.1 General. The provisions of Section 3114 and other applicable sections of this code shall apply to intermodal shipping containers that are repurposed for use as buildings or structures or as a part of buildings or structures.

Exceptions:

1. Not adopted.
2. Stationary storage battery arrays located in intermodal shipping containers complying with Chapter 12 of the California Fire Code.
3. Intermodal shipping containers that are listed as equipment complying with the standard for equipment, such as air chillers, engine generators, modular datacenters, and other similar equipment.
4. Intermodal shipping containers housing or supporting experimental equipment are exempt from the requirements of Section 3115 provided they comply with all of the following:
 - 4.1. Single-unit stand-alone intermodal shipping containers shall be supported at grade level and used only for occupancies as specified under Risk Category I in Table 1604.5;
 - 4.2. Single-unit stand-alone intermodal shipping containers shall be located a minimum of 8 feet from adjacent structures and are not connected to a fuel gas system or fuel gas utility; and
 - 4.3. In hurricane-prone regions and flood hazard areas, single-unit stand-alone intermodal shipping containers are designed in accordance with the applicable provisions of Chapter 16.
 - 4.4. Intermodal shipping containers approved as temporary structures complying with Section 3103.

5. [HCD] shipping containers constructed or converted off-site that meet the definition of Factory-built Housing in Health and Safety Code Section 19971 or Commercial Modular(s) as defined in Health and Safety Code Section 18001.8 shall be approved by the Department of Housing and Community Development.
6. Single-unit stand-alone intermodal shipping containers used as temporary storage or construction trailer on active construction sites. Construction support facilities for uses and activities not directly associated with the actual processes of construction, including but not limited to, offices, meeting rooms, plan rooms, other administrative or support functions shall not be exempt from Section 3114.

3114.8.4 Detailed design procedure. A structural analysis meeting the requirements of this section shall be provided to the building official to demonstrate the structural adequacy of the intermodal shipping containers.

Exception: Structures using an intermodal shipping container that meet the limitation of Section 3114.8.5.1 and designed in accordance with the simplified procedure in Section 3114.8.5.

3114.8.5.2 Structural design assumptions. Where permitted by Section 3114.8.5.1, single-unit stand-alone, intermodal shipping containers shall be designed using the following assumptions for the profile steel panel ~~lateral-force-resisting system~~ side walls and end walls:

1. The appropriate detailing requirements contained in Chapters 16 through 23.
2. Response modification coefficient, $R = 2$,
3. Over strength factor, $\Omega_0 = 2.5$,
4. Deflection amplification factor, $C_d = 2$, and
5. Limits on structural height, $h_n = 9.5$ feet (2900 mm).

Section J101.3 is added to the 2025 CBC to read as follows:

J101.3 Hazards.

1. Whenever the building official determines that any land or any existing excavation or fill has, from any cause, become a menace to life or limb, or endangers public or private property, or adversely affects the safety, use or stability of public or private property, the owner or other person in legal control of the property concerned shall, upon receipt of a written notice thereof from the building official, correct such condition in accordance with the provisions of this appendix and the requirements and conditions set forth in the notice so as to eliminate such condition. The owner or other person in legal control of the property shall immediately comply with the provisions set forth in the notice and shall complete the work within 180 days from the date of the notice unless a shorter period of time for completion has been specified in the notice in which case the owner shall comply with the shorter period

of time. Upon written application and good cause shown, the building official may approve the request for an extension of time to complete the work required by the notice.

2. If the above condition is not eliminated within the specified time period, the building official may file with the Office of the Los Angeles County Recorder a certificate stating that the property is deemed substandard and that the owner thereof has been so notified to correct the substandard condition. Said certificate shall specify the conditions creating the substandard classification.
3. When the above conditions have been corrected to the satisfaction of the building official, upon receiving a sixty-dollar fee from the owner or his agent, the building official shall file with the Office of the Los Angeles County Recorder, within a reasonable period of time, a certificate specifying that the conditions creating the substandard classification have been corrected and that the property is no longer considered substandard.

Section J101.4 is added to the 2025 CBC to read as follows:

J101.4 Safety Precautions.

1. General.
 - a) If at any stage of work on an excavation or fill, the building official determines that the work has become or is likely to become dangerous to any person, or is likely to endanger any property, public or private, the building official must be authorized to require safety precautions to be immediately taken by the property owner as a condition to continuing such permitted work or to require cessation thereof forthwith unless and until it is made safe and to amend the plans for such work.
 - b) Safety precautions may include, without limitation, specifying a flatter exposed slope or construction of additional drainage facilities, berms, terracing, compaction, cribbing, retaining walls or buttress fills, slough walls, desilting basins, check dams, benching, wire mesh and guniting, rock fences, revetments or diversion walls.
 - c) Upon the determination of the building official that such safety precautions during grading are necessary, the building official must provide a notice and order to the permittee to implement same. After receiving such notice, oral or written, it is unlawful for the permittee or any person to proceed with such work contrary to such order.
2. Removal of Ground Cover.
 - a) The existing vegetative ground cover of any watershed in any hillside area cannot be destroyed, removed or damaged except for routine maintenance pursuant to lawful grading, use or occupancy of the property or to clear hazardous vegetation near structures and roads.

- b) Whenever ground cover is removed or damaged pursuant to a validly issued grading permit, the permittee must restore and maintain the affected area with an approved ground cover or must accomplish such other erosion control protection measures as may be approved by the building official. Such erosion control must be completed within thirty days after cessation of the grading work or other work pursuant to a validly issued building permit.

3. Maintenance of Protective Devices.

All devices used to protect hillside areas from erosion or landslide damage including, without limitation, retaining walls, cribbing, terracing, surface and subsurface drainage structures, interceptor drains, check dams, and riprap must be maintained in good condition and repair as approved by the building official at the time of completion of construction thereof.

Section J101.5 is added to the 2025 CBC to read as follows:

J101.5 Protection of Utilities

The owner and permittee of any property on which grading has been performed and that requires a grading permit must be responsible for the prevention of damage to any public utilities or services.

Section J101.6 is added to the 2025 CBC to read as follows:

J101.6 Protection of Adjacent Properties

The owner and permittee of any property on which grading has been performed and that requires a grading permit is responsible for the prevention of damage to adjacent property and no person must excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking or other damage that might result. Special precautions approved by the building official must be made to prevent imported or exported materials from being deposited on the adjacent public way and/or drainage courses. A 30- day excavation notice must be provided as required by California Civil Code Section 829-834 when the excavation is of sufficient depth and proximity to adjacent lot structures.

Section J101.7 is added to the 2025 CBC to read as follows:

J101.7 Storm water control measures.

The owner and permittee of any property on which grading has been performed and that requires a grading permit under Section J103 shall put into effect and maintain all precautionary measures necessary to protect adjacent water courses and public private property from damage by erosion, flooding, and deposition of mud, debris and construction-related pollutants originating from the site during, and after, grading and

related construction activities. Furthermore, the owner and permittee shall be responsible for putting into effect and maintaining appropriate measures necessary to prevent any change in cross-lot surface drainage that may adversely affect any adjoining property as a result of grading and/or construction-related activities. Such measures to prevent any adverse cross-lot surface drainage effects on adjoining property shall be required whether shown on approved grading plans or not.

Section J101.8 is added to the 2025 CBC to read as follows:

J101.8 Conditions of approval.

In granting any permit under this code, the building official may include such conditions as may be reasonably necessary to prevent creation of a nuisance or hazard to public or private property. Such conditions may include, but shall not be limited to:

1. Improvement of any existing grading to comply with the standards of this code.
2. Requirements for fencing of excavations or fills which would otherwise be hazardous.

Section J101.9 is added to the 2025 CBC to read as follows:

J101.9 Rules and regulations.

J101.9.1 Rules. The permissive provisions of this chapter shall not be presumed to waive any regulations imposed by other statutes or other ordinances of the State of California or the City of El Segundo.

J101.9.2 Regulations. If two or more pertinent regulations are not identical, those regulations shall prevail which are more restrictive or which afford greater safety to life, limb, health, property or welfare. For the purposes of these regulations, grading permits shall be considered as building permits and shall be subject to the administrative provisions of this code, unless otherwise specifically provided for in this chapter.

Section J103.2 is amended to the 2025 CBC to read as follows:

J103.2 Exemptions.

A grading permit shall not be required for the following:

1. When approved by the building official, grading in an isolated, self-contained area, provided there is no danger to the public, and that such grading will not adversely affect adjoining properties.
2. Excavation for construction of a structure permitted under this code where the excavation is limited to within the volume of the proposed structure.
3. Cemetery graves.

4. Refuse disposal sites controlled by other regulations.
5. Excavations for wells, or trenches for utilities.
6. Mining, quarrying, excavating, processing or stockpiling rock, sand, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support of, or significantly increase stresses in, soil and adjoining properties.
7. Exploratory excavations performed under the direction of a registered soils engineer or engineering geologist. This shall not exempt grading of access roads or pads created for exploratory excavations. Exploratory excavations must not create a hazardous condition to adjacent properties or the public in accordance with Section J101.3. Exploratory excavations must be restored to existing conditions, unless approved by the building official.
8. An excavation that does not exceed 50 cubic yards (38.3 m³) and complies with one of the following conditions:
 - (a) is less than 2 feet (0.6 m) in depth.
 - (b) does not create a cut slope greater than 5 feet (1.5 m) measured vertically upward from the cut surface to the surface of the natural grade and is not steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
9. A fill not intended to support a structure that does not obstruct a drainage course and complies with one of the following conditions:
 - (a) is less than 1 foot (0.3 m) in depth and is placed on natural terrain with a slope flatter than 5 units horizontal to 1 unit vertical (20 percent slope).
 - (b) is less than 3 feet (0.9 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 50 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
 - (c) is less than 5 feet (1.5 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 20 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Exemption from the permit requirements of this appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Section J103.3 is added to the 2025 CBC to read as follows:

J103.3 Permit issuance.

1. The issuance of a grading permit shall constitute an authorization to do only that work which is described or illustrated on the application for the permit or on the grading plans and specifications approved by the building official at the time of issuance.

2. Jurisdiction of other agencies. Permits issued under the requirements of this chapter shall not relieve the owner of responsibility for securing required permits for work to be accomplished which is regulated by any other code, department or division of the governing agency.
3. Conditions of permit. The building official, upon recommendation of the city traffic and transportation administrator, may impose such regulations with respect to access routes to and from grading sites in hillside areas as the building official shall determine are required in the interest of safety precautions involving pedestrian or vehicular traffic.
4. Consent of adjacent property owner. Whenever any excavation or fill requires entry onto adjacent property for any reason, the permit applicant shall obtain the written consent or legal easements or other property rights of the adjacent property owner or their authorized representative, and shall file a signed and duly notarized copy of such consent with the building official, and no permit for such grading work may be issued unless and until all necessary consent documents are so filed. The consent shall be in a form acceptable to the building official.

Section J103.4 is added to the 2025 CBC to read as follows:

J103.4 Grading fees.

1. Fees for grading plan check and for grading permits shall be established or modified by resolution of the city council. The schedule of such fees shall remain on file and be available in the office of the building official. The building official shall, with the approval of the city manager, recommend changes to the council when the costs to provide grading plan check and grading inspection services make it appropriate.
2. The applicant shall pay a plan check fee prior to acceptance of grading plans and specifications for checking by the city. The plan check fee shall be based on the total volume of the excavation and fill, on the site. The grading plan check fee shall be recalculated each time the grading plan volume of excavation and fill exceeds the volume used to determine the original plan check fee, and the applicant shall pay the difference between the revised and original fee before the revised grading plans are accepted for review by the city. The original grading plan check fee includes the cost to the applicant for the original submittal plus two additional submittals of corrected grading plans and specifications. When required by the building official, the applicant shall pay a supplemental grading plan check fee in accordance with the fee resolution established by the city council.
3. Whenever the applicant submits a grading plan for plan check that is substantially different in design of the earthwork as compared to previously submitted grading plans, the submittal shall be considered an original and a new grading plan check fee shall be determined and paid to the city as provided in this section.
4. The applicant shall pay a grading permit fee prior to the issuance of a grading permit by the city. The fee shall be based on the total volume of excavation and fill, on the site. If, during grading operations, the plans and specifications for the

grading project are revised increasing the volume of excavation, fill, or a combination thereof above the volume that was used to determine the grading permit fee, the applicant shall pay to the city the difference between the original grading permit fee and the recalculated fee before work may resume under the grading permit.

5. Whenever grading operations are commenced without an approved grading permit, a penalty shall be added to all unpaid fees for grading plan check and grading permits. The penalty shall be three hundred percent of all fees due the city.

Section J104.2.1 is added to the 2025 CBC to read as follows:

J104.2.1 Grading Designation.

Grading in hilly terrain and all grading in excess of 2,500 cubic yards shall be performed in accordance with the approved grading plan prepared by a registered civil engineer and shall be designated as “engineered grading.” Grading involving less than 2,500 cubic yards and not located in an area of mountainous terrain shall be designated as “regular grading” unless the permittee chooses to have the grading performed as engineered grading, or the building official determines that special conditions or unusual hazards exist, in which case grading shall conform to the requirements for engineered grading.

Section J104.2.2 is added to the 2025 CBC to read as follows:

J104.2.2 Regular grading requirements.

In addition to the provisions of Section 106, and Section 104.2, Chapter 1, Division II, an application for a regular grading permit shall be accompanied by plans in sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner, and the name of the person who prepared the plan. If the slope of the grade exceeds 3 units horizontal to 1 unit vertical or as required by the building official, the plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications. The plan shall include the following information:

1. General vicinity of the proposed site.
2. Limits and depths of cut and fill.
3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet (4.6 m) of the proposed grading.
4. Contours, flow areas, elevations, or slopes which define existing and proposed drainage patterns.
5. Storm water provisions in accordance with the requirements of Appendix J and Title 5 Chapter 4 of the City of El Segundo Municipal Code.

6. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and use restricted use areas.
7. Location of all Special Flood Hazard Areas as designated and defined in Title 44, Code of Federal Regulations.

Section J104.2.3 is added to the 2025 CBC to read as follows:

J104.2.3 Engineered grading requirements.

In addition to the provisions of Chapter 1 Division II, Section 107 and Appendix J Section J104.2, an application for an engineered grading permit shall be accompanied by plans and specifications and supporting data consisting of a soils engineering report and engineering geology report. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the building official. Specifications shall contain information covering structures and material requirements. Plans shall be drawn to scale and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall give location of the work, the name and address of the owner, and the person by whom they were prepared. The plans shall include, but shall not be limited to, the following information:

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations, or finish contours to be achieved by the grading, proposed drainage channels, and related structures.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as a part of, the proposed work. A map showing the drainage area and the estimated runoff of the area served by any drains shall also be provided.
5. Location of any existing or proposed buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners that are within 15 feet (4.6 m) of the property or that may be affected by the proposed grading operations.
6. Recommendations in the geotechnical engineering report and the engineering geology report shall be incorporated into the grading plans or specifications. When approved by the building official, specific recommendations contained in the geotechnical engineering report and the engineering geology report, that are applicable to grading, may be included by reference.
7. The dates of the geotechnical engineering and engineering geology reports together with the names, addresses, and telephone numbers of the firms or individuals who prepared the reports.

8. A statement of the earthwork quantities of materials to be excavated and/or filled. Earthwork quantities shall include quantities for geotechnical and geological remediation. In addition, a statement of material to be imported or exported from the site.
9. A statement of the estimated starting and completion dates for work covered by the permit.
10. A statement signed by the owner acknowledging that a field engineer, geotechnical engineer and engineering geologist, when appropriate, will be employed to perform the services required by this code, whenever approval of the plans and issuance of the permit are to be based on the condition that such professional persons be so employed. These acknowledgments shall be on a form furnished by the building official.
11. Storm water provisions are required to be shown on the grading plan in accordance with Appendix J Section J and Title 5 Chapter 4 of the ESMC.
12. A drainage plan for that portion of a lot or parcel to be utilized as a building site (building pad), including elevation of floors with respect to finish site grade and locations of existing and proposed stoops, slabs, fences or other features that may affect drainage.
13. Location and type of any existing or proposed private sewage disposal system.
14. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements.
15. Location of all recorded floodways.
16. Location of all Special Flood Hazard Areas as designated and defined in Title 44, Code of Federal Regulations.

Section J109.5 is added to the 2025 CBC to read as follows:

J109.5 Disposal.

All drainage facilities shall be designed to carry waters to the nearest practicable street, storm drain, or natural watercourse drainage way approved by the building official or other appropriate governmental agency jurisdiction provided it is a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices. Desilting basins, filter barriers or other methods, as approved by the building official, shall be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains, or natural watercourses. If the drainage device discharges onto natural ground, riprap or a similar energy dissipater may be required. Building pads shall have a minimum drainage gradient of 2 percent toward approved drainage facilities, a public street or drainage structure approved to receive storm waters unless waived by the building official. A lesser slope may be approved by the building official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the building official finds such modification will not result in unfavorable drainage conditions.

Section J113 is added to the 2025 CBC to read as follows: SECTION J113

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE

J113.1 General.

All grading plans and permits shall comply with the provisions of this section for NPDES compliance including the owner of any property on which grading has been performed and which requires a grading permit under Appendix J Section J103. Sites which have been graded and which require a grading permit under Appendix J Section J103 are subject to penalties and fines per Appendix J Section J113.4. All best management practices shall be installed before grading begins or as instructed in writing by the building official for unpermitted grading as defined by Section J 103.3. As grading progresses, all best management practices shall be updated as necessary to prevent erosion and control structures related pollutants from discharging from the site. All best management practices shall be maintained in good working order to the satisfaction of the building official unless final grading approval has been granted by the building official and all permanent drainage and erosion control systems, if required, are in place.

J113.2 Storm water pollution prevention plan (SWPPP).

When requested by the building official, no grading permit shall be issued unless the plans for such work include a Storm Water Pollution Prevention Plan with details of best management practices, including desilting basins or other temporary drainage or control measures, or both, as may be necessary to control structures- related pollutants which originate from the site as a result of structures related activities. For unpermitted grading as defined by Section J103.3 upon written request a SWPPP in compliance with the provisions of this section and Section J106.4.3 for NPDES compliance shall be submitted to the building official.

J113.3 Wet weather erosion control plans (WWECP).

In addition to the SWPPP required in Appendix J Section J113.2, where a grading permit is issued and it appears that the grading will not be completed prior to November 1, then on or before October 1 the owner of the site on which the grading is being performed shall file or cause to be filed with the building official a WWECP which includes specific best management practices to minimize the transport of sediment and protect public and private property from the effects of erosion, flooding or the deposition of mud, debris or structures related pollutants. The best management practices shown on the WWECP shall be installed on or before October 15. The plans shall be revised annually or as required by the building official to reflect the current site conditions. The WWECP shall be accompanied by an application for plan checking services and plan check fees equal in amount to 10 percent of the original grading permit fee.”

SECTION 3. Sections 13-2-1 and 13-2-2 of Chapter 2 of Title 13 of the ESMC are repealed and replaced by the following to read as follows:

CHAPTER 2
RESIDENTIAL CODE

13-2-1: ADOPTION OF CALIFORNIA RESIDENTIAL CODE, 2025 Edition:

Pursuant to California Government Code Section 50022.2, the California Building Code, 2025 Edition, published at Title 24, Part 2.5, of the California Code of Regulations, including Appendix CI (“CRC”) is adopted by reference, subject to the amendments, additions and deletions set forth in Section 13-1-2. One true copy of the CRC is on file in the office of the Building Official and is available for public inspection as required by law.

13-2-2: AMENDMENTS TO CALIFORNIA RESIDENTIAL CODE:

The California Residential Code adopted pursuant to Section 13-2-1 is hereby amended as follows:

Subsection 11 is added to R105.2 of the 2025 CRC:

R105.2 Work exempt from permit.

Building:

11. Block wall and concrete fences not over 3 feet 6 inches high.

Section R105.3.2 of the 2025 CRC is hereby amended to read as follows:

R105.3.2 Expiration of Plan Check.

An application for a permit for any proposed work is deemed to have been abandoned 12 months after the application date. Unless otherwise provided, after expiration of the application, the City will not issue a permit until the plans are rechecked and approved and a new fee is paid.

Exception: The Building Official may grant extensions of time for additional periods not exceeding 90 days each if a permit applicant submits in writing sufficient evidence that unusual conditions or circumstances precluded the securing of the permit within the allocated time.

Section R105.8.1 of Chapter 1 of the 2025 CRC is added to read as follows:

R105.8.1 Responsibility of permittee.

Building permits shall be presumed by the city to incorporate all of the work that the applicant, the applicant’s agent, employees and/or contractors shall carry out. Said proposed work shall be in accordance with the approved plans and with all requirements

of this code and any other laws or regulations applicable thereto. No city approval shall relieve or exonerate any person from the responsibility of complying with the provisions of this code nor shall any vested rights be created for any work performed in violation of this code.

Section R108.5.1 of Chapter 1 of the 2025 CRC is added to read as follows:

R108.5.1 Plan check fees refund.

No portion of the plan check fee shall be refunded unless plan review has not been performed, in which case 80 percent of the plan check fee shall be refunded upon written application for refund submitted by the person who made original payment of such fee and with the written consent of the owner of the real property on which the work was proposed to be done. The Building Official shall determine, in such official's discretion, whether an applicant is qualified to receive a refund. After 180 days have elapsed from the date of the submittal for plan check, no plan check fees shall be refunded. In the event subsequent application for plan check is made by a person who has received a refund, the full amount of all required fees shall be paid as elsewhere provided in this chapter.

Section R108.5.2 of Chapter 1 of the 2025 CRC is added to read as follows:

R108.5.2 Permit fees refund.

In the event any person shall have obtained a building permit and no portion of the work or construction covered by such permit shall have commenced, nor any inspection performed by any City employee, and notice of abandonment has been received from the owner of the real property on which such work would have been performed, the permittee, upon presentation to the Building Official of a written request for refund, shall be entitled to a refund in an amount equal to 80 percent of the building permit fee actually paid for such permit. The Building Official shall determine, in such official's discretion, whether an applicant is qualified to receive a refund. After 12 months have elapsed from the date of the issuance of the permit, no permit fees shall be refunded. In the event subsequent application for a permit is made by a person who has received a refund, the full amount of all required fees shall be paid as elsewhere provided in this chapter.

Exception:

1. If a permit has been issued for a project located in an area outside the jurisdiction of the City, 100 percent of the permit and plan checking fee may be refunded.
2. If a duplicate permit has been erroneously issued, 100 percent of the duplicated permit and plan checking fee may be refunded

Section R108.6 of Chapter 1 of the 2025 CRC is amended to read as follows:

R108.6 Work commencing before permit issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical

or plumbing system before obtaining the necessary permits shall be subject to a fee in addition to the normally established permit fee, equal to 100% of such normally established permit fee, or as otherwise determined by the building official.

Section R109.1.7 of Chapter 1 of the 2025 CRC is added to read as follows:

R109.1.7 Setback Certification required.

A California State licensed surveyor is required to certify the location and setbacks of all new construction prior to the first foundation inspection. A copy of the certification shall be available to the Building Division inspector for the job file prior to the first inspection

Exception: Wherever there are practical difficulties involved in carrying out the provisions of this section, the Building Official shall have the authority to grant modifications for individual cases.

Section R109.5 of Chapter 1 of the 2025 CRC is hereby added to read as follows:

R109.5 Re-inspections.

A re-inspection fee in the amount set by the City Council resolution may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is incomplete or when required corrections called are not made. This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

Section R112.3 of Chapter 1 of the 2025 CRC is hereby amended to read as follows:

R112.3 Board of Appeals.

The board of appeals consists of members of the Planning Commission. The term of a board of appeals member will coincide with the term of service as a Planning Commissioner and will terminate should the member cease serving as a Planning Commissioner. The building official is the secretary to the board. The board may adopt reasonable rules and regulations for conducting its investigations and will render all its decisions and findings on contested matters, in writing to the building official, with a duplicate copy for any appellant or contestant affected by such decision or finding and may recommend to the city council appropriate new legislation.

Three members of the board constitute a quorum. The Planning Chairperson is the board's chairperson and in the chairperson's absence the board will select a temporary

chairperson.

The city will assess a filing fee set by City Council resolution, at the time that an appellant files appeal of any order, decisions, or determination made by the building official relative to the application and interpretation of this code. The filing fee is refundable should the appellant prevail in a decision by the board. The appeal must be taken by filing a written notice of appeal, in letterform, to the board of appeals. The board's decision constitutes the city's final decision.

Section R301.1.3.2 of Chapter 3 of the 2025 CRC is amended to read as follows:

R301.1.3.2 Wood-frame structures greater than two stories.

The building official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood- frame construction more than two stories and basement in height located in Seismic Design Category A, B or C. Notwithstanding other sections of law; the law establishing these provisions is found in Business and Professions Code Section 5537 and 6737.1.

The building official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood- frame construction more than one story in height or with a basement located in Seismic Design Category D₀, D₁,D₂.

Section R301.1.5 is added to Chapter 3 of the 2025 CRC to read as follows:

R301.1.5 Seismic design provisions for buildings constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope).

The design and construction of new buildings and additions to existing buildings when constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope) shall comply with Section 1613.6 of the Building Code.

Section R309.1 of the 2025 CRC is amended to read as follows:

R309.1 Automatic fire sprinkler systems.

- A. **New Buildings and Structures:** Unless otherwise prohibited by law, approved automatic sprinkler systems in new buildings and structures shall be required for all occupancies.
- B. **Existing Buildings and Structures:** Unless otherwise prohibited by law, any work to an existing building which removes more than fifty percent (50%) of the exterior perimeter wall height as defined in ESMC 15-1-6 for additions and alterations will require the existing building to be fully sprinklered throughout.

R309.1 Townhouse automatic fire sprinkler systems.

An approved automatic residential fire sprinkler system shall be installed in townhouses.
Exception: Deleted.

R309.1.1 Design and installation.

Automatic fire sprinkler systems for townhouses shall be designed and installed in accordance with Section R309, NFPA 13 or NFPA 13D.

Section R330.1 of the 2025 CRC is amended to read as follows:

R330.1 General.

Energy storage systems (ESS) shall comply with the provisions of this section, and the El Segundo Fire Code.

Exceptions: Deleted.

Section R330.4 of the 2025 CRC is amended to read as follows:

R330.4 Locations.

ESS shall be installed only in the following locations:

1. Detached garages and detached accessory structures.
2. Deleted.
3. Outdoors or on the exterior side of exterior walls located not less than 3 feet (914 mm) from doors and windows directly entering the dwelling unit, including accessory dwelling units.
4. Deleted.

Section R330.5 of the 2025 CRC is amended to read as follows:

R330.5 Energy Ratings.

TABLE R330.5—MAXIMUM AGGREGATE RATINGS OF ESS		
LOCATION	MAXIMUM AGGREGATE RATINGS (kWh)	INSTALLATION REQUIREMENTS
Within utility closets, basements, and storage or utility spaces located within dwellings	40	
In attached garages	80	
On or within 3 feet of exterior walls of dwellings and attached garages	100	
On or within 3 feet of exterior walls of dwellings and attached garages	200	Exterior walls and eaves are constructed with noncombustible surfaces ^a
In detached garages and detached accessory structures	200	
In detached garages and detached accessory structures	600	Detached garage or detached accessory structure is a minimum 10 feet away from property lines and dwellings
Outdoors on the ground	200	ESS is a minimum 3 feet away from property lines and dwellings
Outdoors on the ground	600	ESS is a minimum 10 feet away from property lines and dwellings
For SI: 1 foot = 304.8 mm. a. Noncombustible wall surface shall extend in accordance with all the following: 1. A minimum of 5 feet horizontally from the edge of the ESS. 2. A minimum of 1 foot vertically below the bottom edge of the ESS. 3. A minimum of 8 feet vertically above the ESS, or to a non-combustible eave, whichever is less. The code official is authorized to approve reductions of installation requirements based on large-scale fire testing complying with Section 1207.1.5 of the California Fire Code.		

ESS installations exceeding the permitted individual or aggregate ratings shall be installed in accordance with Section 1207 of the El Segundo Fire Code.

Section R330.7 of the 2025 CRC is deleted in its entirety:

Section R341 is added to the 2025 CRC to read as follows:

R341 RESIDENTIAL NOISE INSULATION STANDARDS (Airport Noise Sources)

R341.1 Noise Insulation Requirements for New Construction.

R341.2 Purpose and Scope.

The purpose of this section is to establish minimum noise insulation performance standards for new residential dwelling units and additions of habitable rooms to existing residential dwelling units to protect public health, safety, and welfare from the effects of excessive noise, including without limitation, indoor quality of life, speech interference, and sleep disruption.

R341.3 Applicability.

This section applies to all newly constructed residences and habitable room additions to existing residences.

R341.4 Definitions.

For purposes of this section, the following words must have the following meaning:

“Community Noise Equivalent Level (CNEL)” means the noise measure defined in 21 Code of California Regulations § 5001(d), and any successor regulation or amendment.

“Habitable Room” means a room that is a space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, garages, and similar areas are not considered habitable space.

“LAX” means Los Angeles International Airport.

“Noise Impact Boundary for LAX” means the area around LAX as defined in 21 California code of regulations § 5001(1), and any successor regulation or amendment. The city’s building safety department must at all times maintain a current map of the noise impact boundary. The latest published map by LAWA located at the Building Safety Counter shall be used as the basis for determination.

“Residence” means any occupancy group R building as used in El Segundo Title 13 of the El Segundo municipal code.

R341.5 Standards.

Any new residence or addition of one or more habitable rooms to an existing residence that is within the noise impact boundary for LAX must be designed to ensure that internal noise levels due to LAX do not exceed 45 dB CNEL. This standard may be satisfied in two ways: (1) by performing the acoustical analysis described in section R341.1207.6.06, below, or (2) by employing the prescribed construction methods described in section R341.1207.6.07, below.

R341.6 Acoustical Analysis.

A building permit application for a new residence or addition of one or more habitable rooms to an existing residence must comply with the minimum noise insulation performance standards established in this section if it includes an acoustical analysis demonstrating that the proposed design will ensure that internal noise levels due to LAX aircraft noise will not exceed 45 dB CNEL. The acoustical analysis shall be proven to meet the standard by providing post-construction/pre-occupancy acoustic measurement to verify compliance with the 45 dB CNEL standard. The Building Official has the discretion to implement policies that meet the intent of this code section.

- A. The acoustical analysis must be prepared by a person experienced in the field of acoustical engineering. The analysis must consider and include: the topographical relationship between LAX aircraft noise sources and the dwelling site, the characteristics of those noise sources, predicted noise spectra and levels at the exterior of the dwelling site, the basis for this prediction (measured or obtained from published data), the noise insulation measures to be employed, and the effectiveness of the proposed noise insulation measures.
- B. If the interior allowable noise levels are to be met by requiring that windows be unopenable or closed, the design for the structure must also specify a ventilation

or air-conditioning system to provide a habitable interior environment, having at least 2 air exchanges per hour for the affected rooms. The ventilation system must not compromise the interior room noise reduction.

R341.7 Prescribed Construction Methods.

A building permit application for a new residence or addition of one or more habitable rooms to an existing residence must comply with the minimum noise insulation performance standards established in this section if the design incorporates the following construction methods.

Construction Methods in the 70 dB CNEL and Greater Noise Zone

R341.8 Exterior Walls.

New walls that form the exterior portion of habitable rooms must be constructed as follows:

- A. Studs must be at least 4 inches in nominal depth.
- B. Exterior finish must be stucco, minimum 7/8-inch thickness, brick veneer, masonry, or any siding material allowed by this code. Wood or metal siding must be installed over 1/2-inch minimum solid sheathing.
- C. Masonry walls with a surface weight of less than 40 pounds per square foot must require an interior supporting stud-wall that is finished with at least 5/8-inch-thick gypsum wall board or plaster.
- D. Wall insulation must be at least R-11 glass fiber or mineral wool and must be installed continuously throughout the stud space.
- E. Exterior solid sheathing must be covered with overlapping asphalt felt.
- F. Interior wall finish must be at least 5/8-inch-thick gypsum wall board or plaster.

R341.9 Exterior Windows.

- A. Openable Windows: All openable windows in the exterior walls of habitable rooms must have a laboratory sound transmission class rating of at least STC 40 dB and must have an air infiltration rate of no more than 0.5 cubic feet per minute when tested according to ASTM E-283.
- B. Fixed Windows: All fixed windows in the exterior walls of habitable rooms must:
 - 1. Have a sound transmission class rating of at least STC 40 dB, or
 - 2. Must be 5/8-inch laminated glass with STC rating of 40 dB and must be set in non-hardening glazing materials, or
 - 3. Must be glass block at least 3 1/2 inches thick.

- C. The total areas of glazing in rooms used for sleeping must not exceed 20% of the wall area.

R341.10 Exterior Doors.

- A. Exterior hinged doors to habitable rooms that are directly exposed to aircraft noise and are facing the source of the noise must be a door and edge seal assembly that has a laboratory sound transmission class of at least STC 40 dB.
- B. Exterior hinged doors to habitable rooms that are not directly exposed to aircraft noise and do not face the source of the noise must have a minimum STC rating of 35 dB.
- C. Sliding glass doors in habitable rooms must not be allowed in walls that are directly exposed to aircraft noise. Sliding glass doors in walls that are not directly exposed must have an STC rating of at least 40 dB.
- D. Access doors from attached garage to the interior of a residence must have an STC rating of at least 30 dB.

R341.11 Roof/Ceiling Construction.

- A. Roof rafters must have a minimum slope of 4:12 and must be covered on their top surface with minimum 1/2-inch solid sheathing and any roof covering allowed by this code.
- B. Attic insulation must be batt or blow-in glass fiber or mineral wool with a minimum R-30 rating applied between the ceiling joists.
- C. Attic ventilation must be:
 - 1. Gable vents or vents that penetrate the roof surface that are fitted with transfer ducts at least 6 feet in length that are insulating flexible ducting or metal ducts containing internal 1-inch-thick coated fiberglass sound absorbing duct liner. Each duct must have a lined 90-degree bend in the duct so that there is no direct line of sight from the exterior through the duct into the attic, or
 - 2. Noise control louver vents, or
 - 3. Eave vents that are located under the eave overhang.
 - 4. Ceilings must be finished with gypsum board or plaster that is at least 5/8-inch thick. Ceiling materials must be mounted on resilient channels.
 - 5. Skylights must penetrate the ceiling by means of a completely enclosed light well that extends from the roof opening to the ceiling opening. A secondary openable glazing panel must be mounted at the ceiling line or at any point that provides at least a 4-inch space between the skylight glazing and the secondary glazing and must be glazed with at least 3/16-inch plastic or laminated glass. The weather-side skylight must be any type that is permitted by the building code. The size of skylights must be no more than 20 percent of the roof area of the room.

R341.12 Ventilation.

- A. A ventilation system must be provided that will provide at least the minimum air circulation and fresh air supply requirements of this code in each habitable room without opening any window, door or other opening to the exterior. All concealed ductwork must be insulated flexible glass fiber ducting that is at least 10 feet long between any two points of connection.
- B. Kitchen cooktop vent hoods must be the non-ducted recirculating type with no ducted connection to the exterior.

R341.13 Fireplaces.

Each fireplace must be fitted with a damper at the top of the chimney that is operated from the firebox and must have glass doors across the front of the firebox.

R341.14 Wall and Ceiling Openings.

Openings in the shell of the residence that degrade its ability to achieve an interior CNEL rating of 45 dB or less when all doors and windows are closed are prohibited unless access panels, pet doors, mail delivery drops, air-conditioning, or other openings are designed to maintain the 45 dB CNEL (or less) standard in the room to which they provide access.

Construction Methods In The 65 dB CNEL To 70 dB CNEL Noise Zone

R341.15 Exterior Walls.

New walls that form the exterior portion of habitable rooms must be constructed as follows:

- A. Studs must be at least 4 inches in nominal depth.
- B. Exterior finish must be stucco, minimum 7/8-inch thickness, brick veneer, masonry, or any siding material allowed by this code. Wood or metal siding must be installed over 1/2-inch solid sheathing.
- C. Masonry walls with a surface weight of less than 40 pounds per square foot will require an interior stud wall that is finished with at least 5/8-inch-thick gypsum wallboard or plaster.
- D. Wall insulation must be at least R-11 glass fiber or mineral wool and must be installed continuously throughout the stud space. Exterior solid sheathing must be covered with overlapping asphalt felt.
- E. Interior wall finish must be at least 5/8-inch-thick gypsum wallboard or plaster.

R341.16 Exterior Windows.

- A. Openable Windows: All openable windows in the exterior walls of habitable rooms must have a laboratory sound transmission class rating of at least STC 35 dB and must have an air infiltration rate of no more than 0.5 cubic feet per minute when tested according to ASTM E-283.
- B. Fixed Windows: All fixed windows in the exterior walls of habitable rooms must be at least 1/4-inch thick and must be set in non-hardening glazing materials.
- C. The total area of glazing in rooms used for sleeping must not exceed 20% of the floor area.

R341.17 Exterior Doors.

- A. Exterior hinged doors to habitable rooms that are directly exposed to aircraft noise and are facing the source of the noise must be a door and edge seal assembly that has a laboratory sound transmission class of at least STC 35 dB.
- B. Exterior hinged doors to habitable rooms that are not directly exposed to aircraft noise and do not face the source of the noise must have a minimum STC rating of 30 dB.
- C. Sliding glass doors in habitable rooms must have glass that is 1/4-inch thick.
- D. Access doors from a garage to a habitable room must have an STC rating of at least 30 dB.

R341.18 Roof/Ceiling Construction.

- A. Roof rafters must have a minimum slope of 4:12 and must be covered on their top surface with minimum 1/2-inch solid sheathing and any roof covering allowed by this code.
- B. Attic insulation must be batt or blow-in glass fiber or mineral wool with a minimum R-30 rating applied between the ceiling joists.
- C. Attic ventilation must be:
 - 1. Gable vents or vents that penetrate the roof surface that are fitted with transfer ducts at least 6 feet in length that are insulating flexible ducting or metal ducts containing internal 1-inch-thick coated fiberglass sound absorbing duct liner. Each duct must have a lined 90-degree bend in the duct so that there is no direct line of sight from the exterior through the duct into the attic, or
 - 2. Noise control louver vents, or
 - 3. Eave vents that are located under the eave overhang.
- D. Ceilings must be finished with gypsum board or plaster that is at least 5/8-inch thick.
- E. Skylights must penetrate the ceiling by means of a completely enclosed light well that extends from the roof opening to the ceiling opening. A secondary openable glazing panel must be mounted at the ceiling line and must be glazed with at least

3/16-inch plastic, tempered or laminated glass. The weather-side skylight must be any type that is permitted by the building code.

R341.19 Floors.

The floor of the lowest habitable rooms must be concrete slab on grade or wood framed floors.

R341.20 Ventilation.

- A. A ventilation system must be provided that will provide at least the minimum air circulation and fresh air supply requirements of at least 2 air exchanges in each affected habitable room without opening any window, door or other opening to the exterior. All concealed ductwork must be insulated flexible glass fiber ducting that is at least 10 feet long between any two points of connection.
- B. Kitchen cooktop vent hoods must be the non-ducted recirculating type with no ducted connection to the exterior.

R341.21 Fireplaces.

Each fireplace must be fitted with a damper at the top of the chimney that is operated from the firebox and must have glass doors across the front of the firebox.

R341.22 Wall and Ceiling Openings. Openings in the shell of the residence that degrade its ability to achieve an interior CNEL rating of 45 dB or less when all doors and windows are closed are prohibited. Any access panels, pet doors, mail delivery drops, air-conditioning, or other openings must be designed to maintain the 45 dB CNEL or less standard in the room to which they provide access.

Section R401.1 of the 2025 CRC is amended to read as follows:

R401.1 Application.

The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2 shall meet the provisions of Section R306. Wood foundations shall be designed and installed in accordance with AWC PWF.

Exception: The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In buildings that have no more than two floors and a roof.
2. When interior basement and foundation walls are constructed at intervals not exceeding 50 feet (15 240 mm).

Wood foundations in Seismic Design Category D0, D1 or D2 shall not be permitted.

Exception: In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

Section R403.1.3.6 of the 2025 CRC is amended to read as follows

R403.1.3.6 Isolated concrete footings.

In detached one- and two-family dwellings located in Seismic Design Category A, B, or C that are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted.

Section R403.1.5 of the 2025 CRC is amended to read as follows:

R403.1.5 Slope.

The top surface of footings shall be level. The bottom surface of footings shall not have a slope exceeding one unit vertical in 10 units horizontal (10-percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footings or where the slope of the bottom surface of the footings will exceed one unit vertical in 10 units horizontal (10-percent slope).

For structures located in Seismic Design Categories D0,D1or D2,stepped footings shall be reinforced with four No. 4 rebar. Two bars shall be placed at the top and bottom of the footings as shown in Figure R403.1.5.

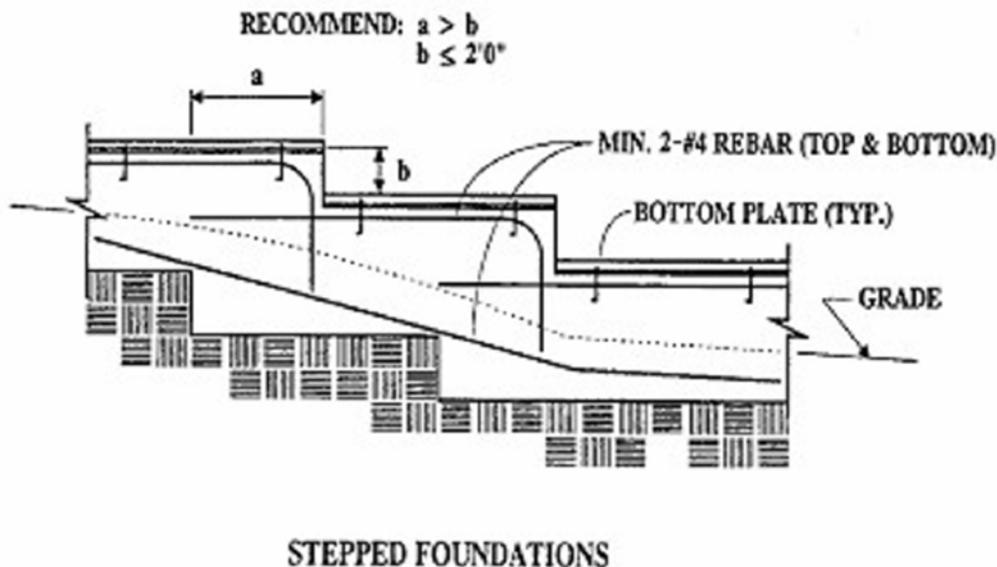


FIGURE R403.1.5 - STEPPED FOOTING

Section R404.2 of the 2025 CRC is amended to read as follows:

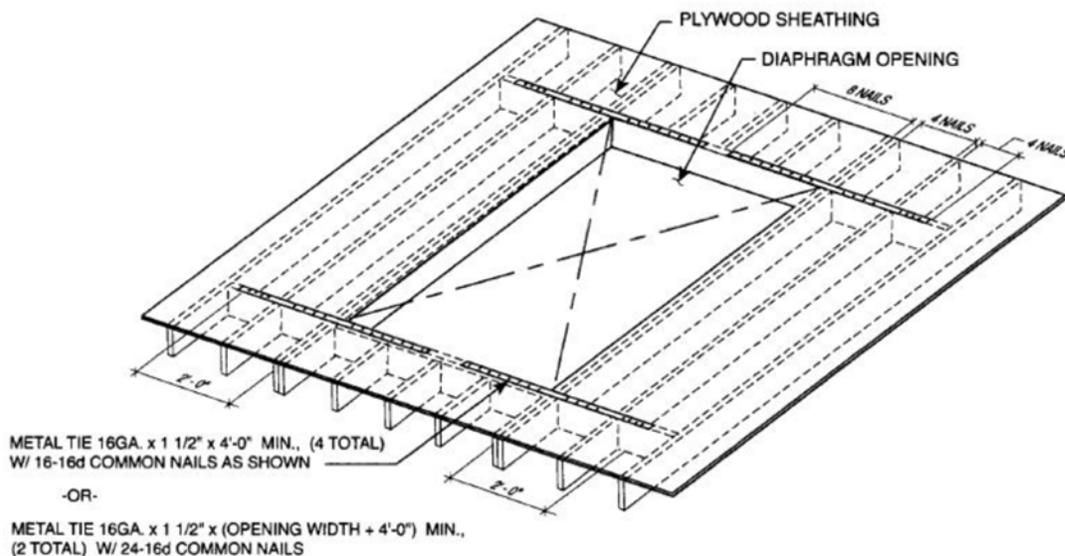
R404.2 Wood foundation walls.

Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with the details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D₀, D₁ or D₂.

Section R503.2.4 is added to Chapter 5 of the 2025 CRC to read as follows:

R503.2.4 Openings in horizontal diaphragms.

Openings in horizontal diaphragms with a dimension perpendicular to the joist that is greater than 4 feet (1.2 m) shall be constructed in accordance with Figure R503.2.4.



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

- Blockings shall be provided beyond headers.
- Metal ties not less than 0.058 inch [1.47 mm (16 galvanized gage)] by 1.5 inches (38 mm) wide with eight 16d common nails on each side of the header-joist intersection. The metal ties shall have a minimum yield of 33,000 psi (227 MPa).
- Openings in diaphragms shall be further limited in accordance with Section R301.2.2.2.6.

FIGURE R503.2.4

OPENINGS IN HORIZONTAL DIAPHRAGMS

Table R602.3(1) lines 20, 21,24, 34-37 of the 2025 CRC are amended to read as follows:

TABLE R602.3(1)—continued

FASTENING SCHEDULE

Item	Description of Building Elements	Number and Type of Fastener ^{a,b,c}	Spacing and Location	
20 ^k	1" x 6" sheathing to each bearing	3-8d box (2½" x 0.113"); or 2-8d common (2½" x 0.131"); or 2-10d box (3" x 0.128"); or 2 staples, 1" crown, 16 ga., 1¾" long	Face nail	
21 ^k	1" x 8" and wider sheathing to each bearing	3-8d box (2½" x 0.113"); or 3-8d common (2½" x 0.131"); or 3-10d box (3" x 0.128"); or 3 staples, 1" crown, 16 ga., 1¾" long	Face nail	
		Wider than 1" x 8" 4-8d box (2½" x 0.113"); or 3-8d common (2½" x 0.131"); or 3-10d box (3" x 0.128"); or 4 staples, 1" crown, 16 ga., 1¾" long		
Floor				
24 ^k	1" x 6" subfloor or less to each joist	3-8d box (2½" x 0.113"); or 2-8d common (2½" x 0.131"); or 3-10d box (3" x 0.128"); or 2 staples, 1" crown, 16 ga., 1¾" long	Face nail	
Other wall sheathing^g				
34 ^k	½" structural cellulosic	1½" x 0.120" galvanized roofing nail, 7/16"	3	6

	fiberboard sheathing	head diameter, or 1¼" long 16 ga. staple with 7/16" or 1" crown		
35 ^k	25/32" structural cellulose fiberboard sheathing	1¾" x 0.120" galvanized roofing nail, 7/16" head diameter, or 1¼" long 16 ga. staple with 7/16" or 1" crown	3	6
36 ^k	½" gypsum sheathing ^d	1½" x 0.120" galvanized roofing nail, 7/16" head diameter, or 1¼" long 16 ga.; staple galvanized, 1½" long; 7/16" or 1" crown or 1¼" screws, Type W or S	7	7
37 ^k	" gypsum sheathing ^d	1¾" galvanized roofing nail, 7/16" head diameter, or 1¼" long, 16 ga.; staple galvanized, 1½" long; 7/16" or 1" crown or 1¼" screws, Type W or S	7	7

TABLE R602.3(1) – continued

FASTENING SCHEDULE

- a. Nails are smooth-common, box or deformed shanks except where otherwise stated. Nails used for framing and sheathing connections are carbon steel and shall have minimum average bending yield strengths as shown: 80 ksi for shank diameter of 0.192 inch (20d common nail), 90 ksi for shank diameters larger than 0.142 inch but not larger than 0.177 inch, and 100 ksi for shank diameters of 0.142 inch or less. Connections using nails and staples of other materials, such as stainless steel, shall be designed by accepted engineering practice or approved under Section R104.2.2.
- b. RSRS-01 is a Roof Sheathing Ring Shank nail meeting the specifications in ASTM F1667.
- c. Nails shall be spaced at not more than 6 inches on center at all supports where spans are 48 inches or greater.
- d. Four-foot by 8-foot or 4-foot by 9-foot panels shall be applied vertically.
- e. Spacing of fasteners not included in this table shall be based on Table R602.3(2).
- f. For wood structural panel roof sheathing attached to gable end roof framing and to intermediate supports within 48 inches of roof edges and ridges, nails shall be spaced at 4 inches on center where the ultimate design wind speed is greater than 130 mph in Exposure B or greater than 110 mph in Exposure C. Fastener spacing applies where roof framing specific gravity is 0.42 or larger. Where roof framing specific gravity is greater than or equal to 0.35 but less than 0.42 in accordance with AWC NDS, fastening of roof sheathing shall be with RSRS-03 (2 1/2" x 0.131" x 0.281" head) nails.

- g. Gypsum sheathing shall conform to ASTM C1396 and shall be installed in accordance with ASTM C1280 or GA 253. Fiberboard sheathing shall conform to ASTM C208.
- h. Spacing of fasteners on floor sheathing panel edges applies to panel edges supported by framing members and required blocking and at floor perimeters only. Spacing of fasteners on roof sheathing panel edges applies to panel edges supported by framing members and required blocking. Blocking of roof or floor sheathing panel edges perpendicular to the framing members need not be provided except as required by other provisions of this code. Floor perimeter shall be supported by framing members or solid blocking.
- i. Where a rafter is fastened to an adjacent parallel ceiling joist in accordance with this schedule, provide two toe nails on one side of the rafter and toe nails from the ceiling joist to top plate in accordance with this schedule. The toe nail on the opposite side of the rafter shall not be required.
- j. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D0, D1 or D2.
- k. Use of staples in roof, floor, and braced wall panels shall be prohibited in Seismic Design Category D0, D1 or D2.

Table R602.3(2) footnote "b" of the 2025 CRC is amended to read as follows:

- b. Staples shall have a minimum crown width of 7/16-inch on diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D0,D1,or D2.

Section R602.3.2 exception and Table R602.3.2 of the 2025 CRC is amended to read as follows:

Exception: In other than Seismic Design Category D0, D1 or D2, a single top plate used as an alternative to a double top plate shall comply with the following:

1. The single top plate shall be tied at corners, intersecting walls, and at in-line splices in straight wall lines in accordance with Table R602.3.2.
2. The rafters or joists shall be centered over the studs with a tolerance of not more than 1 inch (25 mm).
3. Omission of the top plate is permitted over headers where the headers are adequately tied to adjacent wall sections in accordance with Table R602.3.2.

TABLE R602.3.2
SINGLE TOP-PLATE SPLICE CONNECTION DETAILS

CONDITION	TOP-PLATE SPLICE LOCATION			
	Corners and intersecting walls		Butt joints in straight walls	
	Splice plate size	Minimum nails each side of joint	Splice plate size	Minimum nails each side of joint
Structures in SDC A-C; and in SDC D₀ , D ₁ and D ₂ with braced wall line spacing less than 25 feet	3" × 6" × 0.036" galvanized steel plate or equivalent	(6) 8d box (2 1/2" × 0.113") nails	3' × 12" × 0.036" galvanized steel plate or equivalent	(12) 8d box (2 1/2" × 0.113") nails
Structures in SDC D₀ , D ₁ and D ₂ , with braced wall line spacing greater than or equal to 25 feet	3" × 8" by 0.036" galvanized steel plate or equivalent	(9) 8d box (2 1/2" × 0.113") nails	3' × 16" × 0.036" galvanized steel plate or equivalent	(18) 8d box (2 1/2" × 0.113") nails

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

Section R602.10.2.3 of the 2025 CRC is amended to read as follows:

R602.10.2.3 Minimum number of braced wall panels. Braced wall lines with a length of 16 feet (4877 mm) or less shall have a minimum of two braced wall panels of any length or one braced wall panel equal to 48 inches (1219 mm) or more. Braced wall lines greater than 16 feet (4877 mm) shall have a minimum of two braced wall panels. In Seismic Design Category D₀, D₁, or D₂, no braced wall panel shall have a contributing length less than 48 inches in length or as required in Section R602.10.3, whichever is greater.

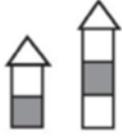
Table R602.10.3(3) of the 2025 CRC is amended to read as follows:

TABLE R602.10.3(3)
 BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

<ul style="list-style-type: none"> • SOIL CLASS D^b • WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET 			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE ^d				
Seismic Design Category	Story Location	Braced Wall Line Length (feet) ^c	Method LIB ^d	Method GB ^f	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB ^{g,j}	Method WSP	Methods CS-WSP, CS-G
C (townhouses only)		10	2.5	2.5	2.5	1.6	1.4
		20	5.0	5.0	5.0	3.2	2.7
		30	7.5	7.5	7.5	4.8	4.1
		40	10.0	10.0	10.0	6.4	5.4
		50	12.5	12.5	12.5	8.0	6.8
		10	NP	4.5	4.5	3.0	2.6
		20	NP	9.0	9.0	6.0	5.1
		30	NP	13.5	13.5	9.0	7.7
		40	NP	18.0	18.0	12.0	10.2
		50	NP	22.5	22.5	15.0	12.8
		10	NP	6.0	6.0	4.5	3.8
		20	NP	12.0	12.0	9.0	7.7
		30	NP	18.0	18.0	13.5	11.5
		40	NP	24.0	24.0	18.0	15.3
		50	NP	30.0	30.0	22.5	19.1
D ₀		10	NP	2.8 5.6	2.8 5.6	1.8	1.6
		20	NP	5.5 11.0	5.5 11.0	3.6	3.1
		30	NP	8.3 16.6	8.3 16.6	5.4	4.6
		40	NP	11.0 22.0	11.0 22.0	7.2	6.1
		50	NP	13.8 27.6	13.8 27.6	9.0	7.7
		10	NP	6.3 NP	6.3 NP	3.8	3.2
		20	NP	10.5 NP	10.5 NP	7.5	6.4
		30	NP	15.8 NP	15.8 NP	11.3	9.6
		40	NP	21.0 NP	21.0 NP	15.0	12.8
		50	NP	26.3 NP	26.3 NP	18.8	16.0
		10	NP	7.3 NP	7.3 NP	5.3	4.5
		20	NP	14.5 NP	14.5 NP	10.5	9.0
		30	NP	21.8 NP	21.8 NP	15.8	13.4
		40	NP	29.0 NP	29.0 NP	21.0	17.9
		50	NP	36.3 NP	36.3 NP	26.3	22.3

(continued)

TABLE R602.10.3(3)—continued
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

<ul style="list-style-type: none"> • SOIL CLASS D^b • WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET 			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE ^a					
Seismic Design Category	Story Location	Braced Wall Line Length (feet) ^c	Method LIB ^d	Method GB ^f	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB ^{g,j}	Method WSP	Methods CS-WSP, CS-G	
D ₁		10	NP	3.0 6.0	3.0 6.0	2.0	1.7	
		20	NP	6.0 12.0	6.0 12.0	4.0	3.4	
		30	NP	9.0 18.0	9.0 18.0	6.0	5.1	
		40	NP	12.0 24.0	12.0 24.0	8.0	6.8	
		50	NP	15.0 30.0	15.0 30.0	10.0	8.5	
		10	NP	6.0	NP	6.0	4.5	3.8
		20	NP	12.0	NP	12.0	9.0	7.7
		30	NP	18.0	NP	18.0	13.5	11.5
		40	NP	24.0	NP	24.0	18.0	15.3
		50	NP	30.0	NP	30.0	22.5	19.1
		10	NP	8.5	NP	8.5	6.0	5.1
		20	NP	17.0	NP	17.0	12.0	10.2
		30	NP	25.5	NP	25.5	18.0	15.3
		40	NP	34.0	NP	34.0	24.0	20.4
		50	NP	42.5	NP	42.5	30.0	25.5
D ₂		10	NP	4.0 8.0	4.0 8.0	2.5	2.1	
		20	NP	8.0 16.0	8.0 16.0	5.0	4.3	
		30	NP	12.0 24.0	12.0 24.0	7.5	6.4	
		40	NP	16.0 32.0	16.0 32.0	10.0	8.5	
		50	NP	20.0 40.0	20.0 40.0	12.5	10.6	
		10	NP	7.5	NP	7.5	5.5	4.7
		20	NP	15.0	NP	15.0	11.0	9.4
		30	NP	22.5	NP	22.5	16.5	14.0
		40	NP	30.0	NP	30.0	22.0	18.7
		50	NP	37.5	NP	37.5	27.5	23.4
		10	NP	NP	NP	NP	NP	NP
		20	NP	NP	NP	NP	NP	NP
		30	NP	NP	NP	NP	NP	NP
		40	NP	NP	NP	NP	NP	NP
		50	NP	NP	NP	NP	NP	NP
	Cripple wall below one- or two-story dwelling	10	NP	NP	NP	NP	7.5	6.4
		20	NP	NP	NP	NP	15.0	12.8
		30	NP	NP	NP	NP	22.5	19.1
		40	NP	NP	NP	NP	30.0	25.5
50		NP	NP	NP	NP	37.5	31.9	

- a. Linear interpolation shall be permitted.
- b. Interpolation of bracing length between the S_ds values associated with the seismic design categories shall be permitted when a site-specific S_ds value is determined in accordance with Section 1613.2 of the California Building Code.
- c. Where the braced wall line length is greater than 50 feet, braced wall lines shall be permitted to be divided into shorter segments having lengths of 50 feet or less, and the amount of bracing within each segment shall be in accordance with this table.

- d. Method LIB shall have gypsum board fastened to not less than one side with nails or screws in accordance with Table R602.3(1) for exterior sheathing or Table R702.3.5 for interior gypsum board. Spacing of fasteners at panel edges shall not exceed 8 inches.
- e. Methods PFG and CS-SFB do not apply in Seismic Design Categories D0, D1 and D2.
- f. Methods PFH, PFG and ABW are only permitted on a single story or a first of two stories.
- g. Where more than one bracing method is used, mixing methods shall be in accordance with Section R602.10.4.1.
- h. One- and two- family dwellings in Seismic Design Category D2 exceeding two stories shall be designed in accordance with accepted engineering practice.
- i. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D0, D1 and D2. Methods DWB, SFB, PBS, HPS, and CS-SFB are not permitted in D0, D1 and D2.

Table R602.10.4 of the 2025-CRC is amended to read as follows:

TABLE R602.10.4
BRACING METHODS

METHODS, MATERIAL	MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA*	
			Fasteners	Spacing
LIB Let-in-bracing	1 × 4 wood or approved metal straps at 45° to 60° angles for maximum 16" stud spacing		Wood: 2-8d common nails or 3-8d (2½" long × 0.113" dia.) nails	Wood: per stud and top and bottom plates
			Metal strap: per manufacturer	Metal: per manufacturer
DWB Diagonal wood boards	¾" (1" nominal) for maximum 24" stud spacing		2-8d (2½" long × 0.113" dia.) nails or 2-1¾" long staples	Per stud
WSP Wood structural panel (See Section R604)	¾"		8d common (2 1/2" x 0.131") nails 3/8" edge distance to panel edge Exterior sheathing per Table R602.3(3)	6" edges 12" field
			8d common (2 1/2" x 0.131") nails 3/8" edge distance to panel edge Interior sheathing per Table R602.3(4) - R602.3(5)	Varies by fastener
BV-WSP* Wood structural panels with stone or masonry veneer (See Section R602.10.6.5)	7/16"	See Figure R602.10.6.5.2	8d common (2½" × 0.131) nails	4" at panel edges 12" at intermediate supports 4" at braced wall panel end posts
SFB Structural fiberboard sheathing	½" or 5/32" for maximum 16" stud spacing		1½" long × 0.12" dia. (for ½" thick sheathing) 1¾" long × 0.12" dia. (for 5/32" thick sheathing) galvanized roofing nails	3" edges 6" field
GB Gypsum board	½"		Nails or screws per Table R602.3(1) for exterior locations	For all braced wall panel locations: 7" edges (including top and bottom plates) 7" field
			Nails or screws per Table R702.3.5 for interior locations	
PBS Particleboard sheathing (See Section R605)	¾" or ½" for maximum 16" stud spacing		For ¾", 6d common (2" long × 0.113" dia.) nails; For ½", 8d common (2½" long × 0.131" dia.) nails	3" edges 6" field
PCP Portland cement plaster	See Section R703.6 for maximum 16" stud spacing		1½" long, 11 gage, 0.120" dia., 7/16" dia. head nails or ¾" long, 16 gage staples	6" o.c. on all framing members
HPS Hardboard panel siding	7/16" for maximum 16" stud spacing		0.092" dia., 0.225" dia. head nails with length to accommodate 1½" penetration into studs	4" edges 8" field
ABW Alternate braced wall	¾"		See Section R602.10.6.1	See Section R602.10.6.1

(continued)

TABLE R602.10.4—continued
BRACING METHODS

METHODS, MATERIAL	MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA*	
			Fasteners	Spacing
Intermittent Bracing Methods	PFH Portal frame with hold-downs		See Section R602.10.6.2	See Section R602.10.6.2
	PFG Portal frame at garage		See Section R602.10.6.3	See Section R602.10.6.3
Continuous Sheathing Methods	CS-WSP Continuously sheathed wood structural panel		Exterior sheathing per Table R602.3(3)	6" edges 12" field
	CS-G ^{b,c} Continuously sheathed wood structural panel adjacent to garage openings		See Method CS-WSP	Varies by fastener
	CS-PF Continuously sheathed portal frame		See Section R602.10.6.4	See Section R602.10.6.4
	CS-SFB ^d Continuously sheathed structural fiberboard		1 1/2" long x 0.12" dia. (for 1/2" thick sheathing) 1 3/4" long x 0.12" dia. (for 25/32" thick sheathing) galvanized roofing nails	3" edges 6" field

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m², 1 mile per hour = 0.447 m/s.

- a. Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D0, D1 and D2.
- b. Applies to panels next to garage door opening where supporting gable end wall or roof load only. Shall only be used on one wall of the garage. In Seismic Design Categories D0, D1 and D2, roof covering dead load shall not exceed 3 psf.
- c. Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R602.7(1). A full-height clear opening shall not be permitted adjacent to a Method CS-G panel.
- d. Method CS-SFB does not apply in Seismic Design Categories D0, D1 and D2.
- e. Method applies to detached one- and two- family dwellings in Seismic Design Categories D0 through D2 only.
- f. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D0, D1 and D2. Methods LIB, DWB, SFB, PBS, HPS, and PFG are not permitted in SDC D0, D1 and D2.
- g. Use of stapes in braced wall panels shall be prohibited in SDC D0, D1 and D2.

Table R602.10.5 of the 2025 Edition of the CRC is amended to read as follows:

**TABLE R602.10.5
MINIMUM LENGTH OF BRACED WALL PANELS**

METHOD (See Table R602.10.4)		MINIMUM LENGTH ^a (inches)					CONTRIBUTING LENGTH (inches)
		Wall Height					
		8 feet	9 feet	10 feet	11 feet	12 feet	
DWB, WSP, SFB, PBS, PCP, HPS, BV-WSP		48	48	48	53	58	Actual ^b
GB		48	48	48	53	58	Double sided = Actual Single sided = 0.5 × Actual
LIB		55	62	69	NP	NP	Actual ^b
ABW	SDC A, B and C, ultimate design wind speed < 140 mph	28	32	34	38	42	48
	SDC D ₀ , D ₁ and D ₂ , ultimate design wind speed < 140 mph	32	32	34	NP	NP	
CS-G		24	27	30	33	36	Actual ^b
CS-WSP, CS-SFB	Adjacent clear opening height (inches)						Actual ^b
	≤ 64	24	27	30	33	36	
	68	26	27	30	33	36	
	72	27	27	30	33	36	
	76	30	29	30	33	36	
	80	32	30	30	33	36	
	84	35	32	32	33	36	
	88	38	35	33	33	36	
	92	43	37	35	35	36	
	96	48	41	38	36	36	
	100	—	44	40	38	38	
	104	—	49	43	40	39	
	108	—	54	46	43	41	
	112	—	—	50	45	43	
	116	—	—	55	48	45	
	120	—	—	60	52	48	
	124	—	—	—	56	51	
128	—	—	—	61	54		
132	—	—	—	66	58		
136	—	—	—	—	62		
140	—	—	—	—	66		
144	—	—	—	—	72		
METHOD (See Table R602.10.4)		Portal header height					CONTRIBUTING LENGTH (inches)
		8 feet	9 feet	10 feet	11 feet	12 feet	
PFH	Supporting roof only	46 24	46 24	46 24	Note c	Note c	
	Supporting one story and roof	24	24	24	Note c	Note c	
PFG		24	27	30	Note d	Note d	1.5 × Actual ^b
CS-PF	SDC A, B and C	16	18	20	Note e	Note e	1.5 × Actual ^b
	SDC D ₀ , D ₁ and D ₂	46 24	48 24	20 24	Note e	Note e	Actual ^b

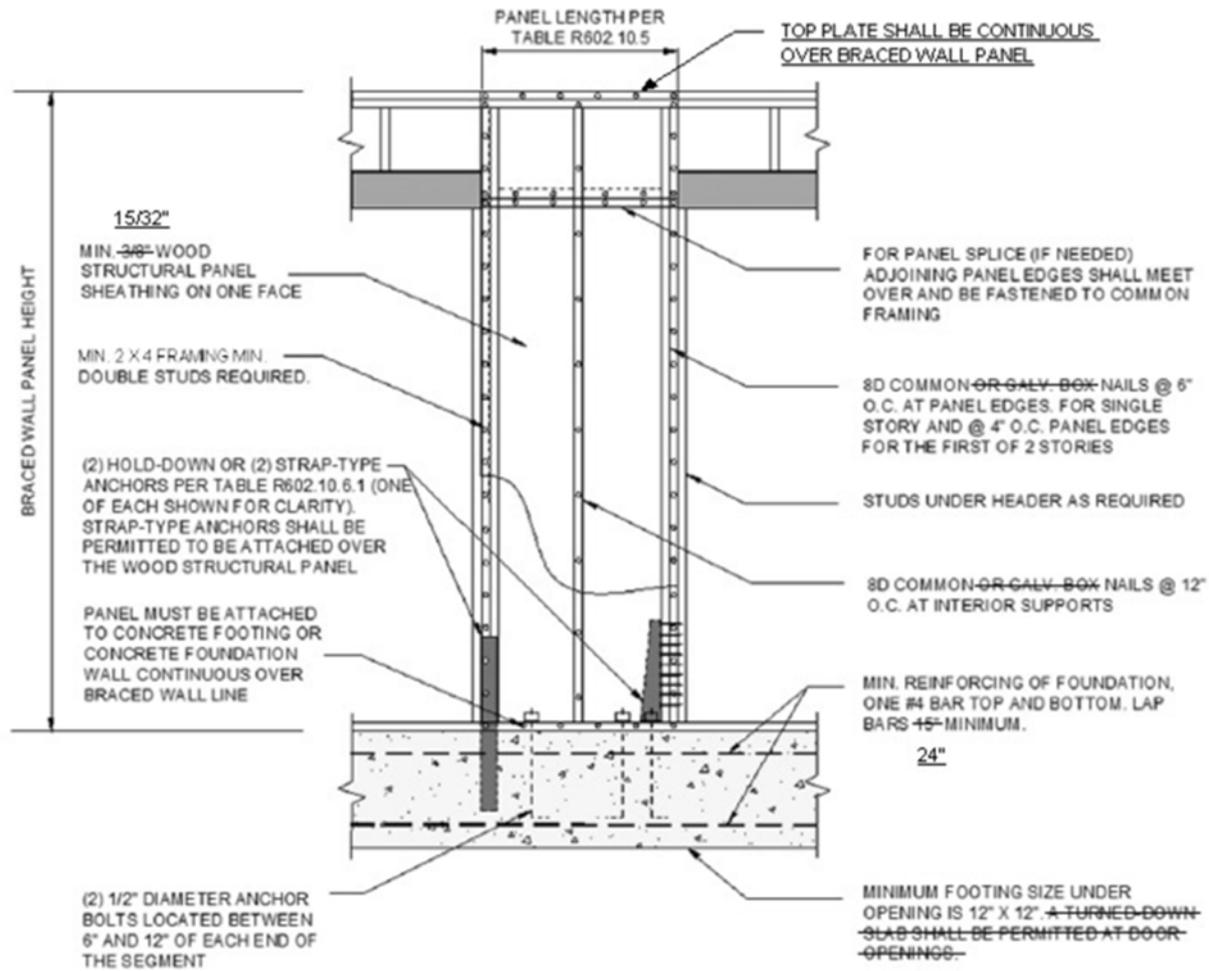
For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.

NP = Not Permitted.

- a. Linear interpolation shall be permitted.

- b. Use the actual length where it is greater than or equal to the minimum length.
- c. Maximum header height for PFH is 10 feet in accordance with Figure R602.10.6.2, but wall height shall be permitted to be increased to 12 feet with pony wall.
- d. Maximum header height for PFG is 10 feet in accordance with Figure R602.10.6.3, but wall height shall be permitted to be increased to 12 feet with pony wall.
- e. Maximum header height for CS-PF is 10 feet in accordance with Figure R602.10.6.4, but wall height shall be permitted to be increased to 12 feet with pony wall.

Figure R602.10.6.1 of the 2025 CRC is amended to read as follows:

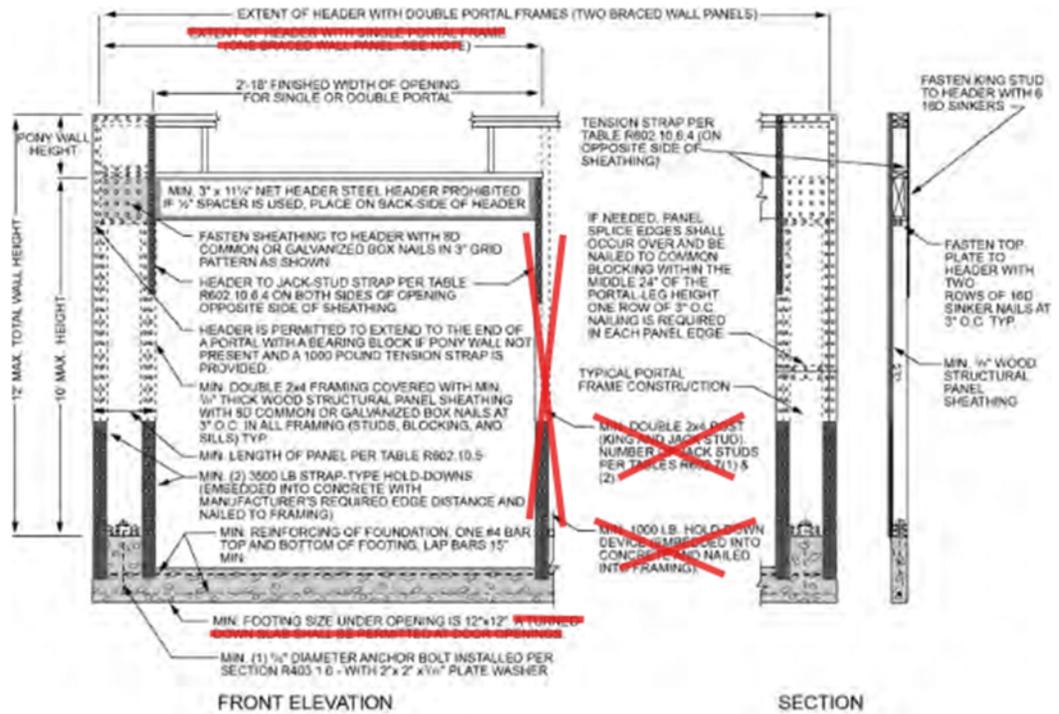


**FIGURE R602.10.6.1
 METHOD ABW—ALTERNATE BRACED WALL PANEL**

- a. Linear interpolation shall be permitted.
- b. Use the actual length where it is greater than or equal to the minimum length.
- c. Maximum header height for PFH is 10 feet in accordance with Figure R602.10.6.2, but wall height shall be permitted to be increased to 12 feet with pony wall.
- d. Maximum header height for PFG is 10 feet in accordance with Figure R602.10.6.3, but wall height shall be permitted to be increased to 12 feet with pony wall.
- e. Maximum header height for CS-PF is 10 feet in accordance with Figure R602.10.6.4, but wall height shall be permitted to be increased to 12 feet with pony wall.

Figure R602.10.6.2 of the 2025 CRC is amended to read as follows:

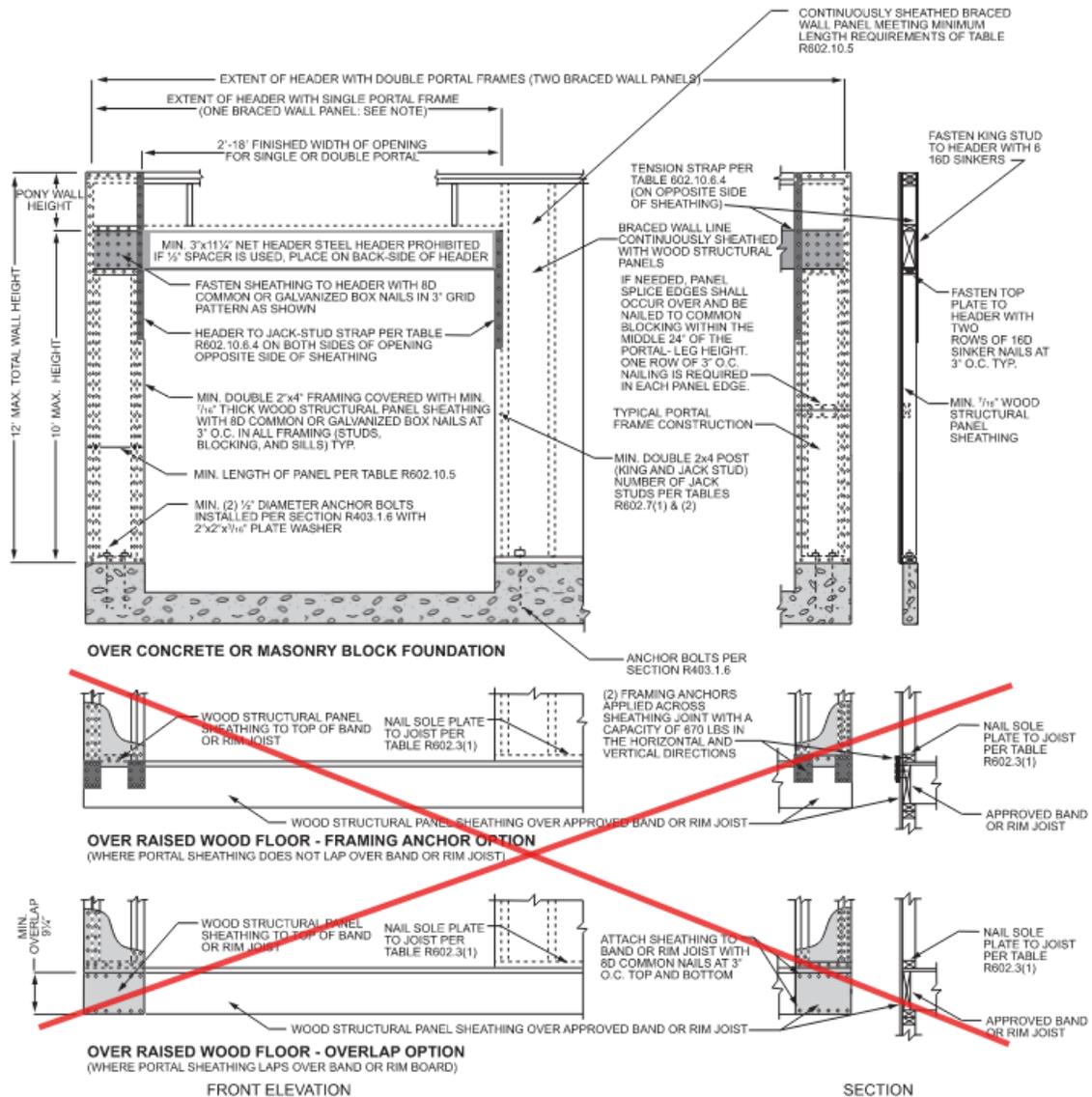
FIGURE R602.10.6.2—METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.
Note: Header shall not extend over more than one opening.

Figure R602.10.6.4 of the 2025 CRC is amended to read as follows:

FIGURE R602.10.6.4—METHOD CS-PF—CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

Note: Header shall not extend over more than one opening.

Section R606.12.2.2.3 of the 2025 CRC is amended to read as follows:

R606.12.2.2.3 Reinforcement requirements for masonry elements.

Masonry elements listed in Section R606.12.2.2.2 shall be reinforced in either the horizontal or vertical direction as shown in Figure R606.11(2) and in accordance with the following:

1. Horizontal reinforcement. Horizontal joint reinforcement shall consist of least one No. 4 bar spaced not more than 48 inches (1219 mm). Horizontal reinforcement shall be provided within 16 inches (406 mm) of the top and bottom of these masonry elements.

2. Vertical reinforcement. Vertical reinforcement shall consist of at least one No. 4 bar spaced not more than 48 inches (1219 mm). Vertical reinforcement shall be within 8 inches (406mm) of the ends of masonry walls.

Section R803.2.4 is added to Chapter 8 of the 2025 CRC to read as follows:

R803.2.4 Openings in horizontal diaphragms.

Openings in horizontal diaphragms shall conform with Section R503.2.4.

Section 905.3.1 of the 2025 CRC is amended to read as follows:

R905.3.1 Sheathing requirements. Concrete and clay tile shall be installed only over solid sheathing.

Exception: Spaced lumber shall be permitted in Seismic Design Categories A, B, and C.

Section R1001.3.1 of the 2025 CRC is amended to read as follows:

R1001.3.1 Vertical reinforcing.

For chimneys up to 40 inches (1016 mm) wide, four No. 4 continuous vertical bars adequately anchored into the concrete foundation shall be placed between wythes of solid masonry or within the cells of hollow unit masonry and grouted in accordance with Section R609. Grout shall be prevented from bonding with the flue liner so that the flue liner is free to move with thermal expansion. For chimneys more than 40 inches (1016 mm) wide, two additional No. 4 vertical bars adequately anchored into the concrete foundation shall be provided for each additional flue incorporated into the chimney or for each additional 40 inches (1016 mm) in width or fraction thereof.”

SECTION 4. Section 13-3-1 of Chapter 3 of Title 13 of the ESMC is repealed and replaced by the following to read as follows:

CHAPTER 3
ELECTRICAL CODE

13-3-1: ADOPTION OF CALIFORNIA ELECTRICAL CODE, 2025 Edition:

Pursuant to California Government Code Section 50022.2, the California Electrical Code, 2025 Edition, published as Title 24, Part 3, of the California Code of Regulations, including all Annexes except H, (“CEC”) is adopted by reference, subject to the amendments, additions and deletions set forth in Section 13-3-2. One true copy of the CEC, is on file in the office of the Building Official and is available for public inspection as required by law.”

SECTION 5. Sections 13-4-1 and 13-4-2 of Chapter 4 of Title 13 of the ESMC are

repealed replaced by the following to read as follows:

CHAPTER 4
MECHANICAL CODE

13-4-1 ADOPTION OF CALIFORNIA MECHANICAL CODE, 2025 EDITION.

Pursuant to California Government Code § 50022.1 to 50022.8, the California Mechanical Code, 2025 Edition, published as Title 24, Part 4, of the California Code of Regulations, including all Appendices except A and E (“CMC”) is adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the CMC, is on file in the office of the Building Official and is available for public inspection as required by law.

13-4-2 AMENDMENTS TO THE MECHANICAL CODE.

Section 104.0 of the CMC is hereby amended to read as follows:

CMC Section 104.0 Permits, is deleted in its entirety. The 2025 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CMC.

Section 104.5 of the CMC is hereby amended to read as follows:

CMC Section 104.5 Fees, is deleted in its entirety. The 2025 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CMC.”

Section 107.0 of the CMC is hereby amended as follows:

CMC Section 107.0, Board of Appeals, is deleted in its entirety. The 2025 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CMC.

SECTION 6. Sections 13-5-1 and 13-5-2 of Chapter 5 of Title 13 of the ESMC are repealed and replaced by the following to read as follows:

“CHAPTER 5
PLUMBING CODE

13-5-1 ADOPTION OF CALIFORNIA PLUMBING CODE, 2025 EDITION.

Pursuant to California Government Code § 50022.1 to 50022.8, the California Plumbing Code, 2025 Edition, published at Title 24, Part 5, of the California Code of Regulations, including all Appendices except for C, F, and L (“CPC”) is adopted by reference, subject

to the amendments, additions and deletions set forth below. One true copy of the CPC, is on file in the office of the Building Official and is available for public inspection as required by law.

13-5-2 AMENDMENTS TO THE PLUMBING CODE.

Section 104.4 of the CPC is amended to read as follows:

CPC Section 104.4 Permit Issuance, is deleted in its entirety. The 2025 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CPC.

Section 104.5 of the CPC is hereby amended to read as follows:

CPC Section 104.5 Fees, is deleted in its entirety. The 2025 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CPC.”

Section 107.0 of the CPC is hereby amended to read as follows:

CPC Section 107.0, Board of Appeals, is deleted in its entirety. The 2025 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CPC.

Section 1211.8 of the CPC is hereby amended to read as follows:

1211.8 Seismic Gas Shutoff Valves.

1211.8.1 Scope. A seismic gas shutoff valve shall be installed in compliance with the requirements of this section on each gas fuel line in the following:

1211.8.1.1 Any new building or structure.

1211.8.1.2 Any building or structure which is altered or expanded when such alteration or addition is valued at more than \$250,000.

1211.8.1.3 When an individual condominium unit is sold in a building that has multiple gas lines, then the requirements of this section shall apply only to the line or lines serving the condominium unit that has been sold.

1211.8.2 Maintenance. Where the installation of a seismic gas shutoff valve is required

by this section in any building or structure, that seismic gas shutoff valve shall be maintained for the life of that building or structure or shall be replaced with a valve complying with the requirements of this section.

1211.8.3 General Requirements. Where the installation of a seismic gas shutoff valve on a fuel line is required by this section, that valve must:

1211.8.3.1 Be mounted rigidly to the exterior of the building or structure containing the fuel line unless the Building Official determines that the seismic gas shutoff valve has been tested and listed for an alternate method of installation.

1211.8.3.2 Be installed downstream of the gas utility meter, except that a valve may be installed upstream of the gas utility meter at the discretion of the gas utility if the valve would otherwise meet the requirements of this section.

1211.8.3.3 Be listed by an approved testing laboratory and certified by the Office of the State Architect.

1211.8.3.4 Have a thirty-year warranty which warrants that the valve is free from defects and will continue to properly operate for thirty (30) years from the date of operation.

1211.8.4 Critical Facilities. The requirements of this section shall not apply to any building that is used by any public agency for the provision of emergency services, including fire, police, and similar public safety services, provided the following:

- a. That the building or structure has available 24-hour, year-round maintenance staffing; and
- b. That the gas piping system contained in the building or structure is designed to withstand seismic effects of earthquakes.

1211.8.5 Definitions. For purposes of this section, certain terms shall be defined as follows:

1211.8.5.1 DOWNSTREAM OF THE GAS UTILITY METER. Shall refer to all customer owned gas piping.

1211.8.5.2 SEISMIC GAS SHUTOFF VALVE. A system consisting of a seismic sensing means and actuating means designed to automatically actuate a companion gas shutoff means installed in a gas piping system in order to shut off the gas downstream of the

location of the gas shutoff means in the event of a severe seismic disturbance. The system may consist of separable components or may incorporate all functions in a single body. The terms “seismically activated gas shutoff valves” and “earthquake sensitive gas shutoff valves,” are synonymous.

1211.8.5.3 UPSTREAM OF THE GAS UTILITY METER. Shall refer to all gas piping installed by the utility up to and including the meter and the utility’s bypass toe at the connection to the customer owned piping.

SECTION 7. Sections 13-6-1 of Chapter 6 of Title 13 of the ESMC is repealed and replaced by the following to read as follows:

CHAPTER 6
ENERGY CODE

13-6-1 ADOPTION OF CALIFORNIA ENERGY CODE, 2025 EDITION.

Pursuant to California Government Code § 50022.1 to 50022.8, the California Energy Code, 2025 Edition, published at Title 24, Part 6, of the California Code of Regulations, (“CEC”) is adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the CEC, is on file in the office of the Building Official and is available for public inspection as required by law.”

SECTION 8. Sections 13-7-1 and 13-7-2 of Chapter 7 of Title 13 of the ESMC are repealed and replaced by the following read as follows:

CHAPTER 7
PROPERTY MAINTENANCE CODE

13-7-1 ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION.

Pursuant to California Government Code § 50022.1 to 50022.8, the International Property Maintenance Code (IPMC), 2024 Edition, promulgated and published by the International Code Council, adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the IPMC, is on file in the office of the Building Official and is available for public inspection as required by law.

13-7-2 AMENDMENTS TO THE PROPERTY MAINTENANCE CODE:

Section 106.1 of the IPMC is hereby amended to read as follows:

IPMC Section 106.1 General, is deleted in its entirety. The 2025 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the

IPMC.

Sections [A]106.2 through 106.4 of the IPMC are hereby deleted.

SECTION 9. Sections 13-8-1 and 13-8-2 of Chapter 8 of Title 13 of the ESMC are repealed and replaced by the following to read as follows:

CHAPTER 8
SWIMMING POOL AND SPA CODE

13-8-1 ADOPTION OF INTERNATIONAL SWIMMING POOL AND SPA CODE, 2024 EDITION.

Pursuant to California Government Code sections 50022.1 to 50022.8, the International Swimming Pool and Spa Code (“ISPSC”), 2024 Edition, promulgated and published by the International Code Council, adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the ISPSC is on file in the office of the Building Official and is available for public inspection as required by law.

Section 13-8-2 AMENDMENTS TO THE SWIMMING POOL AND SPA CODE:

Section [A]112.1 Membership of board, is deleted in its entirety. The 2022 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the ISPSC.

Section [A]102.9 of the 2024 ISPSC is amended to read as follows:

[A]102.9 The provisions of this code shall not be deemed to nullify any provisions of the California Swimming Pool Safety Act (El Segundo Residential Code Appendix CI), or any other local, state or federal law.

Section 301.1.2 is added to the 2024 ISPSC to read as follows:

301.1.2 Conflicts. In the event of a conflict between the provisions of the Swimming Pool Safety Act, the International Swimming Pool and Spa Code, 2024 Edition, the 2025 California Building Code, or the 2025 California Residential Code, the Building Official shall implement the most restrictive measures cited.

Section 305 “Barrier Requirements”, in the 2025 ISPSC is deleted in its entirety.”

SECTION 10. Sections 13-10-1 and 13-10-2 of Chapter 10 of Title 13 of the ESMC are repealed and replaced by the following to read as follows:

CHAPTER 10
EXISTING BUILDING CODE

13-10-1: ADOPTION OF CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION:

Pursuant to California Government Code sections 50022.1 to 50022.8, the California Existing Building Code (“CEBC”), 2025 Edition, published at title 24, part 10, of the California Code of Regulations, is adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the CEBC is on file in the office of the Building Official and is available for public inspection as required by law.

13-10-2: AMENDMENTS TO THE EXISTING BUILDING CODE:

Section 1.8.8. of the CEBC is hereby amended as follows:

CEBC 1.8.8 APPEALS BOARD, is deleted in its entirety. The 2025 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CEBC.

SECTION 11. Sections 13-11-1 and 13-11-2 of Chapter 11 of Title 13 of the ESMC are repealed and replaced by the following to read as follows:

CHAPTER 11
GREEN BUILDING STANDARDS CODE

13-11-1: ADOPTION OF CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION:

Pursuant to California Government Code sections 50022.1 to 50022.8, the California Green Building Standards Code, 2025 Edition, published as title 24, part 11, of the California Code of Regulations (“CGBSC”) is adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the CGBSC is on file in the office of the Building Official and is available for public inspection as required by law.

13-11-2: AMENDMENTS TO THE GREEN BUILDING STANDARDS CODE:

Section 101.13 is added to the 2025 Edition of the California Green Building Standards Code to read as follows:

101.13 Board of Appeals. The 2025 California Building Code, as incorporated into the El Segundo Municipal Code, will govern the administration of the CGBSC.

SECTION 12. Section 13-19-1 of Chapter 19 of Title 13 of the ESMC are repealed and replaced by the following to read as follows:

CHAPTER 19
SOLAR REQUIREMENTS

13-19-1: RESERVED.

SECTION 13. Sections 13-23-1 of Chapter 23 of Title 13 of the ESMC are repealed and replaced by the following to read as follows:

13-23-1: ADOPTION OF CALIFORNIA HISTORICAL BUILDING CODE, 2025 EDITION.

CHAPTER 23
HISTORICAL BUILDING CODE

13-23-1: ADOPTION OF CALIFORNIA HISTORICAL BUILDING CODE, 2025 EDITION.

Pursuant to California Government Code § 50022.1 to 50022.8, the California Historical Building Code (“CHBC”), 2025 Edition, published at Title 24, Part 8, of the California Code of Regulations is adopted by reference. One true copy of the CHBC, is on file in the office of the Building Official and is available for public inspection as required by law.”

SECTION 14. Section 13-24-1 of Chapter 24 of Title 13 of the ESMC are added to read as follows:

CHAPTER 24
WILDLAND-URBAN INTERFACE CODE

13-24-1: ADOPTION OF CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2025 EDITION.

Pursuant to California Government Code § 50022.1 to 50022.8, the California Wildland-Urban Interface Code (“CWUI”), 2025 Edition, published at Title 24, Part 7, of the California Code of Regulations is adopted by reference. One true copy of the CWUI, is on file in the office of the Building Official and is available for public inspection as required by law.”

SECTION 15. *Effect of Ordinance on Past Actions and Obligations.* The adoption of this Ordinance will not affect any civil action initiated or criminal prosecution for ESMC violations committed prior to this Ordinance’s effective date; will not waive any fee or penalty due and unpaid prior to this Ordinance’s effective date; and will not affect the validity of any bond or cash deposit posted, filed, or deposited pursuant to the ESMC, prior to this Ordinance’s effective date.

SECTION 16. *Consistency; Repeal of Prior Codes.* Prior City ordinances in conflict with this Ordinance, in whole or in part, are superseded and expressly repealed.

SECTION 17. *Environmental Assessment.* The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor, and therefore does not have the potential to cause significant effects on the environment. In addition, this ordinance is an action being taken for enhanced protection of the environment and is exempt from further review under CEQA Guidelines § 15308. Also, there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)), and it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)).

SECTION 18. *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 19. *Savings Clause.* Repeal of any provision of the ESMC or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 20. *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 21. *Publication.* The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 22. Effective Date. This Ordinance will become effective on the 31st day following its passage and adoption.

SECTION 23. Filing with Building Standards Commission. The City Clerk is directed to transmit a certified copy of this Ordinance with the California Building Standards Commission.

PASSED AND ADOPTED this ____ day of _____, 2025.

Chris Pimentel, Mayor

ATTEST:

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

I, _____, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ____ was duly introduced by said City Council at a regular meeting held on the ____ day of _____, 2025, 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 _____, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Truax, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

RESOLUTION NO. _____

A RESOLUTION MAKING EXPRESS FINDINGS AND DETERMINATIONS SUPPORTING CITY MODIFICATIONS TO THE CALIFORNIA BUILDING STANDARDS CODE BECAUSE OF LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS.

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

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

- A. Certain building standards and other related model codes are adopted by the State of California in the California Building Standards Code and become applicable unless amended by the City pursuant to Health and Safety Code § 17958;
- B. The City of El Segundo (“City”) may adopt model codes by reference pursuant to Government Code § 50022.2 *et seq.*;
- C. Health and Safety Code § 17958.5 authorizes the City Council to make reasonably necessary changes or modifications to the state-adopted building codes, including the California Building Standards Code, based on certain local conditions;
- D. Pursuant to Health and Safety Code § 17958.7, it is in the public interest to adopt the California Building Standards Code with the changes set forth in this Ordinance;
- E. The City’s staff has determined and recommended that the modifications to the California Building Standards Code, 2025 Edition, contained herein, are reasonably necessary due to local conditions; and
- F. Health and Safety Code § 17958.7 requires the City Council to make express findings of the necessity for modifications to the building standards contained in the California Building Standards Code, 2025 Edition.

SECTION 2. *Legislative Findings.* The City further finds and declares as follows:

- A. Pursuant to the requirements of Health and Safety Code § 17958.7, the City Council expressly finds that the amendments and modifications to building standards contained in the 2025 California Building Code, 2025 California Residential Code, 2025 California Mechanical Code, 2025 California Plumbing Code, the 2025 California Green Building Standards Code, 2025 California Existing Building Code, as adopted by the City are reasonably necessary due to the following local climatic, geological or topographical conditions:
 - 1. Climatic Conditions: The City is located in an area climatically classified as “semi- arid” and prone to hot and dry Santa Ana winds of high velocity. Moreover, due to the arid nature of the area, the weather during the windy period tends to be very warm and dry. Furthermore, the City is a densely

populated area having buildings and structures constructed within a climate system capable of producing major winds, fire and rain related disasters, including but not limited to those caused by the Santa Ana winds and El Nino (or La Nina) subtropical-like weather. Because of the described climatic conditions, the City and the surrounding cities have historically suffered from occasional structural fires. These have often been difficult to control due to the dry winds carrying sparks and cinders to surrounding structures. These winds constitute a contributing factor, which causes small fires originating in high-density development presently being constructed in the City, which spread quickly and create the need for an increased level of fire protection. This added protection, including, but not limited to on-site protection, will supplement normal Fire Department response available in new development, and provide immediate fire protection for life and safety of multiple-occupancy occupants during fire occurrence.

2. Topographical Conditions: The City is a densely populated area having buildings and structures constructed within relatively flat and hilly topography causing structures close to develop heat island conditions due to urban development and therefore needs to be incorporated into the code to assure that new buildings and structures and additions or alterations to existing building or structures are designed and constructed in accordance with the scope and objectives of the California Codes. Traffic and circulation congested in urban areas often place Fire Department response time to emergencies at risk. This condition makes the need for enhanced on-site protection for property occupants necessary. The dry weather conditions, combined with the relatively hilly topography of the City is very hazardous to the surrounding highly populated areas in as far as flame spread is concerned. Because of the above-described topographic conditions, the City and the surrounding cities have historically suffered from occasional structural fires. These have often been difficult to control due to the dry winds carrying sparks and cinders to surrounding structures.
3. Geological Conditions: The City is a densely populated area located in the greater Los Angeles/Long Beach region having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including but not limited to the 1994 Northridge Earthquake. During a major earthquake, emergency resources would be extremely taxed, and the ability to respond to such emergencies would be complicated. Local standards in excess of statewide minimums will assist in reducing risks associated with earthquakes and the consequent disruption of traffic flow. Due to the large number of tall buildings in this region as well as the increased fire-life safety associated with such a seismic failure, the proposed modification to have a higher minimum base seismic shear consistent with previous editions of the building codes need to be incorporated into the code to assure that new buildings and additions or alterations to existing buildings are designed and constructed in accordance with the scope and objectives of the International Codes.

B. The City Council finds that the following table sets forth the 2025 California

Building Standards Code provisions constituting building standards that have been modified pursuant to Ordinance No. _____, and the associated local climatic, topographical, and/or geological conditions described in Section 2(A) above:

2025 California Building Code Section added or amended: Appendix F, H, I and J		Specific Finding-- climatic, topographical and/or geological conditions (Section 2(A)): Administrative, Climatic, Topographical, and Geological
105.1	Amended	Administrative
105.2	Amended	Administrative
105.3.2	Amended	Administrative
105.8	Added	Administrative
109.4	Amended	Administrative
109.6.1	Added	Administrative
109.6.2	Added	Administrative
109.7	Added	Administrative
110.1.1	Added	Administrative
113.3	Amended	Administrative
202	Added	Climatic, Topographical
456	Added	Climatic, Topographical
903.2	Amended	Climatic, Topographical
903.2.22	Added	Climatic, Topographical
903.3.5.3	Added	Climatic, Topographical
903.3.8	Amended	Climatic, Topographical
903.3.10	Amended	Climatic, Topographical
909.11	Amended	Climatic, Topographical
1206.6	Added	Climatic, Topographical
1507.3.1	Amended	Climatic, Topographical
1613.8	Added	Geological
1613.8.1	Added	Geological
1613.8.2	Added	Geological
1613.8.3	Added	Geological
1613.9	Added	Geological
1613.10	Added	Geological
1704.6	Amended	Geological
1704.6.1	Amended	Geological
1705.3	Amended	Geological
1705.13	Amended	Geological
1807.1.4	Amended	Climatic, Geological
1807.1.6	Amended	Geological
1809.3	Amended	Geological
1809.7 and Table 1809.7	Amended	Geological
1809.12	Amended	Climatic, Geological
1810.3.2.4	Amended	Climatic, Geological
1905.1	Amended	Geological

1905.6.2	Amended	Geological
1905.8	Added	Geological
1905.9	Added	Geological
1905.10	Added	Geological
2304.10.2	Amended	Geological
2304.12.2.8	Amended	Climatic, Geological
2305.4	Added	Geological
2305.5	Added	Geological
2306.2	Amended	Geological
2306.3	Amended	Geological
2307.2	Added	Geological
Table 2308.10.1	Amended	Geological
2308.10.5.1 and Figure 2308.10.5.1	Amended	Geological
2308.10.5.2 and Figure 2308.10.5.2	Amended	Geological
2308.10.8.1	Amended	Geological
2308.10.9	Amended	Geological
3114	Amended	Geological
J101.3	Added	Geological
J101.4	Added	Topographical
J101.5	Added	Topographical
J101.6	Added	Topographical
J101.7	Added	Topographical
J101.8	Added	Topographical
J101.9	Added	Topographical
J103.2	Amended	Topographical
J103.3	Added	Topographical
J103.4	Added	Topographical
J104.2.1	Added	Topographical
J104.2.2	Added	Topographical
J104.2.3	Added	Topographical
J109.5	Added	Topographical
J113	Added	Topographical

2025 California Residential Code Section added or amended:		Specific Finding-- climatic, topographical and/or geological conditions (Section 2(A)): Administrative, Climatic, Topographical, and Geological
R105.2	Added	Administrative
R105.3.2	Amended	Administrative
R105.8.1	Added	Administrative
R108.5.1	Added	Administrative
R108.5.2	Added	Administrative
R108.6	Amended	Administrative
R109.1.7	Added	Administrative
R109.5	Added	Administrative

R112.3	Amended	Administrative
R301.1.3.2	Amended	Geological
R301.1.5	Added	Geological, Topographical
R309.1	Amended	Climatic, Topographical
R330.1	Amended	Climatic, Topographical
R330.4	Amended	Climatic, Topographical
R330.5	Amended	Climatic, Topographical
R330.7	Amended	Climatic, Topographical
R341	Added	Climatic, Topographical
R401.1	Amended	Geological, Climatic
R403.1.3.6	Amended	Geological
R403.1.5	Amended	Geological
R404.2	Amended	Geological
R503.2.4	Added	Geological
Table R602.3(1)	Amended	Geological
Table R602.3(2)	Amended	Geological
R602.3.2 and Table R602.3.2	Amended	Geological
R602.10.2.3	Amended	Geological
Table R602.10.3(3)	Amended	Geological
Table R602.10.4	Amended	Geological
Table R602.10.5	Amended	Geological
Figure R602.10.6.1	Amended	Geological
Figure R602.10.6.2	Amended	Geological
Figure R602.10.6.4	Amended	Geological
R606.12.2.2.3	Amended	Geological
R803.2.4	Added	Geological
R905.3.1	Amended	Geological
R1001.3.1	Amended	Geological

2025 California Mechanical Code Section added or amended:		Specific Finding-- climatic, topographical and/or geological conditions (Section 2(A)): Administrative, Climatic, Topographical, and Geological
104.0	Amended	Administrative
104.5	Amended	Administrative
107.0	Amended	Administrative

2025 California Plumbing Code Section added or amended:		Specific Finding-- climatic, topographical and/or geological conditions (Section 2(A)): Administrative, Climatic, Topographical, and Geological
104.4	Amended	Administrative
104.5	Amended	Administrative
107.0	Amended	Administrative
1211.8	Amended	Geological

2025 California Existing Building Code Section added or amended		Specific Finding-- climatic, topographical and/or geological conditions (Section 2(A)): Administrative, Climatic, Topographical, and Geological
1.8.8	Amended	Administrative

2025 California Green Building Standards Code Section added or amended		Specific Finding-- climatic, topographical and/or geological conditions (Section 2(A)): Administrative, Climatic, Topographical, and Geological
101.13	Added	Administrative

SECTION 3. 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 4. Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

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 upon the effective date of Ordinance No. ____ and remain effective unless repealed or superseded.

SECTION 7. City Clerk Direction; Transmittal to State. 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. The City Clerk is directed to transmit a certified copy of this Resolution to the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED this ____ day of November, 2025.

Chris Pimentel, Mayor

ATTEST:

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

I, Susan Truax, 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 ____2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Truax, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

Municipal Code			
Page	Sections	Description	Note
Items below are pending.			
Items below have been reviewed with recommendations for removal			
4-5	CBC 113.4.1	113.4.1 Access Board of Appeals.	The city does not have a Disability Board of Appeals. Recommending removal.
41-48	CBC 3114.2 thru 3114.8.3; 3114.8.4.1 thru 3114.8.5.1; 3114.8.5.3 and Table 3114.8.5.3; and CBC Fig. 3114.8.5.3(1) through 3114.8.5.3(4)	<p>Sections apply to intermodal shipping containers. All are amendments.</p> <ul style="list-style-type: none"> • 3114.2 Construction documents. • 3114.3 Intermodal shipping container information. • 3114.4 Protection against decay and termites. • 3114.5 Under-floor ventilation. • 3114.6 Roof assemblies. • 3114.7 Joints and voids • 3114.8 Structural • 3114.8.1 Foundations and supports • 3114.8.1.1 Anchorage • 3114.8.1.2 Stacking • 3114.8.2 Welds. • 3114.8.3 Structural design • 3114.8.4.1 Material properties • 3114.8.4.2 Seismic design • 3114.8.4.3 Allowable shear value • 3114.8.5 Simplified structural design procedure of single-unit containers • 3114.8.5.1 Limitations • 3114.8.5.3 Allowable shear. • TABLE 3114.8.5.3 - ALLOWABLE SHEAR VALUES FOR PROFILED STEEL PANEL SIDE WALLS AND END WALLS FOR WIND OR SEISMIC LOADING • FIGURE 3114.8.5.3(1) - Bracing Unit Distribution - Maximum Linear Length • FIGURE 3114.8.5.3(2) - Bracing Unit Distribution - Minimum Linear Length 	<p>Recommending removal. For the following reasons:</p> <ul style="list-style-type: none"> • Current amendments are already now covered under 2025 • Changes are very minor and non-substantive

62	CRC R301.2.2.6	Section applies to Building Planning: <ul style="list-style-type: none"> • R301.2.2.6 Irregular Buildings. 	Amendment not necessary. CRC provisions are conservative as is. Recommending Removal.
62	CRC R301.2.2.10	Section applies to anchorage: <ul style="list-style-type: none"> • R301.2.2.3.11 Anchorage of Mechanical, Electrical, or Plumbing Components and Equipment (Added) 	Current amendment is already now covered under 2025. Recommend removal.
71	CRC R403.1.2	Section applies to footings: <ul style="list-style-type: none"> • R403.1.2 Continuous footing in Seismic Design Categories D0, D1 and D2. (Amendment) 	CRC code language is clear enough on its own. Recommending removal.
72	CRC R501.2	Section applies to floors <ul style="list-style-type: none"> • R501.2 Requirements. (Amendment) 	Current amendment is already now covered under 2025. Recommend removal.
87	R606.4.4	Section applies to walls: <ul style="list-style-type: none"> • R606.4.4 Parapet walls. 	Current amendment is already now covered under 2025. Recommend removal.
(Ordinance) 86	Section12	Repeal Section 13-19-1 of Ch. 19 of Title 13 of the ESMC. Rename to chapter 19 to “SOLAR REQUIRMENTS”.	Recommend removal of SOLAR, HYDRONICS, AND GEOTHERMAL CODE (13-19-1) and rename to SOLAR REQUIRMENTS.

ORDINANCE NO. ____

AN ORDINANCE ADOPTING THE 2025 EDITION OF THE CALIFORNIA FIRE CODE (PART 9 OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS) WITH CERTAIN APPENDICES AND AMENDMENTS AND AMENDING THE EL SEGUNDO MUNICIPAL CODE TO REFLECT SUCH ADOPTION.

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

SECTION 1. *Findings.*

- A. Government Code § 50022.9 authorizes the City of El Segundo (the “City”) to adopt, by reference, codes from another governmental entity as the City’s own;
- B. The California Building Standards Codes (the “California Building Codes”) established statewide codes and regulations for building construction and fire safety and is published every three years by order of the California Legislature;
- C. The 2025 California Building Codes are based upon the International Code Council’s 2024 International Building Code;
- D. The 2025 California Building Codes were published on July 1, 2025 and will become effective on January 1, 2026;
- E. California Health & Safety Code §§ 17958.5 and 18941.5 authorize cities and counties to modify the California Building Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions; and
- F. In accordance with Health & Safety Code § 17958.7, the City Council finds that there are local climatic, geographic, and topographical conditions justifying the various local amendments to the California Building Code Standards Code as set forth in attached Resolution No. ____, which is adopted by the City Council and incorporated herein by this reference.

SECTION 2. Sections 13-9-1 and 13-9-2 of Chapter 9 of Title 13 of the ESMC are repealed and replaced by the following to read as follows:

CHAPTER 9

FIRE CODE

13-9-1: ADOPTION OF CALIFORNIA FIRE CODE, 2025 EDITION.

Pursuant to California Government Code sections 50022.1 to 50022.8, the California Fire Code (“CFC”), 2025 Edition, published as Title 24, Part 9, of the California Code of Regulations, including Appendices B, C, P, BB, and CC, is adopted by reference, subject to the amendments, additions and deletions set forth below. One true copy of the CFC is on file in the office of the Fire Code Official and is available for public inspection as required by law.

Section 13-9-2: AMENDMENTS TO THE FIRE CODE:

Section 1.11.4.1 of the 2025 CFC is amended to read as follows:

1.11.4.1 Fees. The fire department is authorized to collect fees for permits, fire inspections and other services, including the review of plans, annual fire inspections and new business inspections. Fees shall be paid by the applicant prior to issuance of permits. Fire department fees shall be subject to change based upon the producer’s price index.

Section 104.1.1 is added to the 2025 CFC to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the El Segundo City Council.
2. The Fire Chief is authorized to administer, interpret, and enforce this ordinance. Under the Fire Chief’s direction, the El Segundo Fire Department is authorized to enforce ordinances of the City of El Segundo pertaining to the following:
 - 2.1. The prevention of fires.
 - 2.2. The suppression or extinguishment of dangerous or hazardous fires.
 - 2.3. The storage, use, and handling of hazardous materials.
 - 2.4. The installation and maintenance of automatic, manual, and other private fire alarm systems and fire extinguishing equipment.
 - 2.5. The maintenance and regulation of fire escapes.
 - 2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
 - 2.7. The maintenance of means of egress.
 - 2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.
3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

- 3.1. The Fire Chief, Peace Officers and Public Officers of the El Segundo Fire Department.
- 3.2. The Police Chief and any police officer serving the city of El Segundo.
- 3.3. Officers of the California Highway Patrol.
- 3.4. Code Officers of El Segundo Code Enforcement Department.

Section 104.1.2 is added to the 2025 CFC to read as follows:

104.1.2 Operating Guidelines. The El Segundo Fire Department Fire Prevention Standard Operating Guidelines has been created and adopted to serve as instructions and interpretations of the adopted Fire Code. The El Segundo Fire Department Fire Prevention Standard Operating Guidelines shall be a published document, amended from time to time to provide current instruction and interpretation.

Section 104.1.4 is added to the 2025 CFC to read as follows:

104.1.4 Financial Responsibility. Any person who personally, or through another, willfully, negligently, or in violation of law, sets a fire, allows a fire to be set, or allows a fire kindled or attended by him/her to escape from his/her control, allows any hazardous material to be handled, stored, disposed of or transported in a manner not in accordance with this Code, State law or nationally recognized Standards, allows any hazardous material to escape from his/her control, allows continuation of a violation of this Code is liable for the expense of fighting the fire or for the expenses incurred during a hazardous materials incident, and such expense will be a charge against that person.

Section 104.11.4 is added to the 2025 CFC to read as follows:

104.11.4 Authority of Peace Officers. In enforcing the provisions of the California Fire Code, California Building Code, California Health & Safety Code, California Penal Code, California Vehicle Code and the El Segundo Municipal Code and such laws, orders, rules and regulations, variances and standards in connection therewith, the Fire Marshal and Fire Prevention Specialist are hereby given the powers of peace officers.

Section 105.2 of the 2025 CFC is amended to read as follows:

105.2 Application for Permit. Applications for permits will be made to the fire prevention office in such form and detail as prescribed by the fire code official. Applications for permits must be accompanied by such plans as required by the fire code official. Any applicable permit and/or plan check fees must be paid at the time of application for the permit and/or plan review.

Section 108.4 of the 2025 CFC is amended to read as follows:

108.4 Work commencing before permit issuance. A person who commences any work

before obtaining the necessary permits shall be subject to a fee in addition the normally established plan check fee, equal to 100% of such normally established permit fee, or as otherwise determined by the fire code official.

Section 108.7 is added to the 2025 CFC to read as follows:

108.7 Cost Recovery. Fire suppression, investigation, rescue, or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150 *et seq.*, as may be amended from time to time. Any expense incurred by the El Segundo Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by the city of El Segundo in the same manner as in the case of an obligation under contract, express or implied.

Section 109.2.1 of the 2025 CFC is amended to read as follows:

109.2.1 Inspection requests. It is the duty of the holder of the permit or their duly authorized agent to notify the fire code official when work is ready for inspection. It is the duty of the permit holder to provide access to and means for inspection of such work that are required by this code. Every request for inspection must be filed not less than three working days before such inspection is desired. Such request must be in writing and all inspection fees paid prior to requesting.

Section 112.5 is added to the 2025 CFC to read as follows:

112.5 Filing fee and application. The City will assess a fee in an amount set by resolution at the time that an appellant files an appeal of any order, decisions, or determination made by the fire code official relative to the application and interpretation of this Code. The fee is refundable should the appellant prevail in a decision by the Board. The appeal must be taken by filing a written notice of appeal, in letterform, to the Board of Appeals. The Board's decision constitutes the City's final decision.

Section 113.4 of the 2025 CFC is amended to read as follows:

113.4 Violation penalties. Persons who shall violate a provision of this code or fail to comply with any of its requirements or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 dollars or by imprisonment not exceeding 6 months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served constitutes a separate offense.

Section 202, definition of “Fire Chief” in the 2025 CFC is amended to read as follows:

FIRE CHIEF. The Fire Chief of the El Segundo Fire Department or the Fire Chief’s designee.

Section 202, definition of “Low-Rise Building” is added to the 2025 CFC to read as follows:

LOW-RISE BUILDING. Is any building that is less than four stories in height from the lowest level of fire department access.

Section 202, definition of “Mid-Rise Building” is added to the 2025 CFC to read as follows:

MID-RISE BUILDING. A building four or more stories high but not exceeding 75 feet in height and not defined as a high-rise building by section 202 of the California Building Code. Height measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied to the lowest fire apparatus access road level.

Section 311.5, “Placards” of the 2025 California Fire Code is deleted in its entirety.

Section 503.6.1 is added to the 2025 CFC to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with El Segundo Fire Department Guidelines, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

Section 507.2.1 of the 2025 CFC to amended to read as follows:

507.2.1 Private fire hydrants. When required, private on-site fire hydrants shall be in accordance with the location and spacing specified for public streets and hydrants for similar occupancies. All private hydrants shall be installed in accordance with NFPA 24, Installation of Private Fire Service Mains and their Appurtenances, unless required to meet public standards. Private hydrants shall be painted red. When alternate materials or methods of protection, as approved by the chief are provided, these requirements may be modified or waived.

Section 510.4.2.10 is added to the 2025 CFC to read as follows:

510.4.2.10 Building conduit and pathway survivability. All new buildings shall be constructed with not less than a two inch (2”) dedicated conduit raceway or other method approved by the fire code official for future expandability, or the installation of an Emergency Responder Radio Coverage System. The raceway shall meet pathway survivability requirements in NFPA 1221 and shall be installed from the lowest floor level to the roof.

510.4.2.9.10.1 Identification. The raceway and junction boxes shall be labeled “Emergency Responder Radio Coverage System use only.”

Section 511 is added to the 2025 CFC to read as follows:

Section 511 Mid-Rise Buildings.

Section 511.1 General.

511.1.1 Scope. In addition to other applicable provisions of this code, other laws and regulations, and any policies of the fire code official, the provisions of this article applies to every mid-rise building, of any type construction, newly constructed after the adoption of this Code, or which undergoes a complete renovation that requires the complete vacancy of the building.

Exceptions: The following structures, while defined as mid-rise buildings, are not subject to this article:

1. Buildings used exclusively as open parking garage;
2. Buildings where all floors above the third floor (9,144 mm) level are used exclusively as open parking garage;
3. Buildings such as power plants, lookout towers, steeples, grain houses, and similar structures with non-continuous human occupancy, when so determined by the fire code official;
4. Buildings used exclusively for jails, prisons, and hospitals.

511.1.2 Definitions. For definitions of **MID-RISE BUILDING** and **BUILDING ACCESS**, see Section 202.

511.2 Building Access.

511.2.1 Building Access. Building access must be provided and approved by the fire code official.

511.3 Fire and Life Safety Requirements.

511.3.1 Automatic Fire Sprinklers. Every mid-rise building must be protected throughout by an automatic fire sprinkler system that is designed and installed in

conformance with NFPA 13. A shut-off valve and a water flow alarm device must be provided for each floor.

511.3.2 Standpipes. Every mid-rise building must be provided with a class I standpipe system in each required stairway. The standpipe system must be interconnected with the fire sprinkler system. The system must consist of 2 ½-inch hose valves provided for each floor level above or below grade. Two hose outlets must also be located on the roof, outside of each stair shaft enclosure that penetrates the roof. Hose connections must be located in the exit vestibule, unless otherwise approved by the fire code official.

511.3.3 Smoke Detection. Smoke detectors must be provided in accordance with this section. Smoke detectors must be connected to an automatic fire alarm system installed in accordance with NFPA 72. The actuation of any detector required by this section will operate the emergency voice alarm signaling system and will place into operation all equipment necessary to prevent the circulation of smoke through air return and exhaust ductwork.

511.3.3.1 Location. Smoke detectors must be located as follows:

1. In every elevator machinery room and in all elevator lobbies. Elevator lobby detectors must be connected to an alarm verification zone or be listed as a releasing device.
2. In the main return-air and exhaust-air plenum of each air-conditioning system. Such device must be located in a serviceable area downstream of the last duct inlet.
3. At each connection to a vertical duct or riser serving two or more stories from a return-air duct or plenum of an air conditioning system. In Group R-1 and R-2 Occupancies, an approved smoke detector may be used in each return-air riser carrying not more than 5,000 cubic feet per minute and serving not more than 10 air inlet openings.
4. For Group R-1 and R-2 Occupancies, in all corridors serving as a means of egress for an occupant load for 10 or more.

511.3.4 Smoke Control. A passive or active smoke control system must be provided for all mid-rise buildings whenever a complete floor is in excess of 55 feet (16.764 m) from the lowest point of Fire Department access. Such system must be mechanical and must be designed, installed, and tested to be in compliance with Section 909.

511.3.5 Fire Alarm System. An approved and listed, automatic and manual, fully addressable and electronically supervised fire alarm system must be provided in conformance with this code and any policies of the Fire Prevention Division.

511.3.6 Emergency voice alarm signaling system. The operation of any automatic or manual fire alarm initiating device must automatically sound an alert tone followed by a pre-recorded voice instruction giving appropriate information and direction on a general or selective basis to the entire building, occupied and normally non-occupied areas.

511.3.6.1 Manual override. A manual override for emergency voice communication must be provided for all paging zones.

511.4 Central Control Station.

511.4.1 General. A central control station room for fire department-operations must be provided. The location and accessibility of the central control station room must be approved by the fire department. The room must be separated from the remainder of the building by not less than one-hour, fire resistive occupancy separation. The room must be a minimum of 200 square feet with a minimum dimension of 8 feet. It must contain the following as a minimum:

1. The voice alarm and public address panels.
2. The fire alarm graphic annunciator panel.
3. Elevator annunciator panel when the building exceeds 55 feet in height.
4. Status indicators and controls of air handling systems.
5. Controls for unlocking stairwell doors.
6. Annunciator panels for emergency and stand-by power status.
7. Annunciator panels for fire pump status.
8. Complete building plans set.
9. Work table.
10. Elevator control switches for switching of emergency power.

511.4.2 Annunciation identification. Control panels in the central control station must be permanently identified as to function. Water flow, automatic fire detection and manually activated fire alarms, supervisory and trouble signals must be monitored by an approved central monitoring station and annunciated in the central control station by means of an audible and visual indicator. For the purposes of annunciation, zoning must be in accordance with the following:

1. When the system serves more than one building, each building must be considered separately.
2. Each floor must be considered a separate zone.

3. When one or more risers serve the same floor, each riser must be considered a separate zone.

511.5 Elevators.

511.5.1 Standards. Elevators and elevator lobbies must be provided and must comply with the California Building Code and the following:

511.5.2 General. At least one elevator cab must be assigned for Fire Department use, which serves all floors of the building. All provisions hereinafter are in reference to said elevator cab(s).

511.5.2.1 Size. The size of the elevator cab must have dimensions as specified in Section 915.5.2.1.1.

511.5.2.1.1 Ambulance Stretcher. The elevator cab must be provided with adequate dimensions to accommodate an ambulance type stretcher in accordance with the provisions of Section 3002.4a.1 of California Building Code.

511.6 Standby Power.

511.6.1 General. An on-site standby power system conforming to the City of El Segundo Electrical Code must be provided. In the event of failure of the normal power source, the standby power system must provide an alternate source of electrical power to serve at least the designated loads as set forth in Section 511.6.2 at full power. The system may consist of an on-site generator or a system of batteries, or both. The installation must be in accordance with this code, nationally recognized standards, and any policies of the fire code official.

511.6.2 Loads. The power load requirements for sizing the standby power system must include, without limitation to the following:

1. Exit signs and exit path illumination;
2. Fire alarm system;
3. Elevator(s) assigned for fire department use;
4. Electrically driven fire pumps (if provided);
5. Smoke control systems;
6. Stairwell pressurization;

7. Lighting circuits supplying all elevator cabs, elevator lobbies, generator room, fire pump room, and other areas designated by the fire code official.

511.6.3 Fuel Supplies. On-site fuel supplies for prime movers of a standby power generator must be sufficient for at least 12 hours at the generator's listed full load. Where fuel supplies require automatic transfer into a primary tank from a secondary fuel storage tank, the fuel transfer system must be provided with redundant fuel pumps to insure reliability. The fuel supply tank provided must be capable of storing at least 200% of the calculated amount of fuel needed.

511.7 Emergency Electrical System.

511.7.1 General. Electrical systems and equipment specified in Section 915.6 are classed as emergency systems and must be installed in accordance with this code, NFPA 110, NFPA 111 and policies of the fire code official. Such systems must operate within 10 seconds of failure to normal power supply. Such emergency power supply may be separate from the standby power required for fire pumps and elevators assigned for fire department use.

511.7.2 Emergency Systems. The following are classed as emergency systems:

1. Exit signs and means of egress illumination.
2. Fire alarm system.
3. Fire detection system.
4. Sprinkler alarm system.
5. Elevator cab lighting.
6. Smoke control systems.

511.8 Means of Egress.

511.8.1 General. Means of egress must comply with the provisions of Section 915.8.

511.8.1 Stairway enclosures. All stairways used for exiting must be protected by an exit enclosure designed in accordance with the California Building Code, Section 1020.1 and this Section.

511.8.2.1 Construction. Construction of stairway enclosures must be in accordance with the California Building Code, Section 1023.

511.8.2.2 Extent of Enclosure. Stairway enclosures must be continuous and must fully enclose all portions of the stairway. Exit enclosure must exit directly to the exterior of the building or include an exit passageway on the ground floor, leading to the exterior of the building. Each exit enclosure must extend completely through the roof and be provided with a door that leads onto the roof.

511.8.2.3 Openings and Penetrations. Openings and penetrations must be as specified in the California Building Code, Section 1023.4 and 1023.5.

511.8.2.4 Pressurized Enclosures. A pressurized stairway enclosure must be provided for all mid-rise buildings whenever a complete floor is in excess of 55 feet (16.764 m) from the lowest point of Fire Department access. The pressurized stairway must be designed and pressurized as specified in the California Building Code, Section 909.20.

511.8.2.4.1 Vestibules. Pressurized stairway enclosures, serving Mid-Rise buildings must be provided with a pressurized entrance vestibule on each floor that complies with the California Building Code, Section 909.20.

511.8.2.4.1.1 Vestibule Size. Vestibule size must be not less than 44 inches in width and not less than 72 inches in the direction of travel.

511.8.2.4.1.2 Vestibule Construction. Vestibules must have walls, ceilings and floors of not less than two-hour fire resistive construction.

511.8.2.4.1.3 Vestibule Doors. Vestibule doors must comply with California Building Code, Section 909.20.

511.8.2.4.1.4 Pressure Differences. The minimum pressure difference within a vestibule must comply with California Building Code, Section 909.20.

511.8.2.4.1.5 Standpipes. Fire Department standpipe connections and valves serving the floor must be within the vestibule and located in a manner so as not to obstruct egress when hose lines are connected and charged.

511.8.2.5 Locking of Stairway doors. All stairway doors that are locked to prohibit access from the stairway side must have the capability of being unlocked simultaneously, without unlatching, upon a signal from the fire control room. Upon failure of normal

electrical service, or activation of any fire alarm, the locking mechanism must automatically retract to the unlocked position. Hardware for locking of stairway doors must be State Fire Marshal listed and approved by the fire code official by permit before installation. Stairway doors located between the vestibules and stairway shaft must not be locked.

511.8.2.6 Communications. A telephone or other two-way communications system connected to an approved emergency service which operates continuously must be provided at not less than every third floor in each required exit stairway vestibule.

Section 901.4.8 is added to the 2025 CFC to read as follows:

901.8 Partial fire sprinkler systems. Where in this Code or the Building Code a partial fire sprinkler system is required, the fire sprinkler system must be installed, modified or extended to protect the entire building or structure.

Section 901.11 is added to the 2025 CFC to read as follows:

901.11 Problematic systems. In the event of a failure of a fire protection system or 2 or more alarms in a week where the fire code official finds no evidence of a situation requiring a response, the fire code official is authorized to require the building owner or occupant to provide a fire watch until the system is repaired. Fire watch personnel must be provided with at least one approved means for notification of the Fire Department and their only duty is to perform constant patrols of the protected premises and keep watch for fires.

Section 901.12 is added to the 2025 CFC to read as follows:

901.12 Firewatch. Per Section 901.11 the Fire Chief is authorized to require the building owner or occupant to provide a fire watch with personnel acceptable to the Fire Chief until documentation is provided that the system is repaired and is operational. Such individuals shall be provided with at least one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises, keep and maintain a log and keep watch for fires.

Section 903.2 of the 2025 CFC is amended as follows:

903.2 Where required.

1. New Buildings. Unless otherwise prohibited by law, an approved automatic sprinkler system in new buildings and structures shall be required for all occupancies.

Exception: New detached buildings under one thousand (1,000) square feet subject to approval of the Fire Official.

2. Existing Buildings. Unless otherwise prohibited by law, any work to an existing building which removes more than fifty percent (50%) of the exterior perimeter wall height as defined in ESMC 15-1-6 for additions and alterations will require the existing building to be fully sprinklered throughout.

Section 903.2.1 of the 2025 CFC is deleted in its entirety.

Section 903.2.2 of the 2025 CFC is deleted in its entirety.

Section 903.2.3 of the 2025 CFC is deleted in its entirety.

Section 903.2.4 of the 2025 CFC is deleted in its entirety.

Section 903.2.5 of the 2025 CFC is deleted in its entirety.

Section 903.2.6 of the 2025 CFC is deleted in its entirety.

Section 903.2.7 of the 2025 CFC is deleted in its entirety.

Section 903.2.8 of the 2025 CFC is deleted in its entirety.

Section 903.2.9 of the 2025 CFC is deleted in its entirety.

Section 903.2.10 of the 2025 CFC is deleted.

Section 903.2.10.2 of the 2025 CFC is deleted.

Section 903.2.11.1 of the 2025 CFC is deleted.

Section 903.2.11.3 of the 2025 CFC is deleted.

Section 903.2.22 is added to the 2025 CFC to read as follows:

903.2.22 Structures in the Smoky Hollow Specific Plan Area. An automatic sprinkler system must be provided throughout every facility or building hereafter constructed within the Smoky Hollow Specific Plan Area.

903.2.22.1 Existing Buildings. Unless otherwise prohibited by law, any work to an existing building which removes more than fifty percent (50%) of the exterior perimeter wall height as defined in ESMC 15-1-6 for additions and alterations will require the existing building to be fully sprinklered throughout.

Section 903.3.5.3 is added to the 2025 CFC to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Section 903.3.8 of the 2025 CFC is amended to read as follows:

903.3.8 Limited Area Sprinkler Systems. When a fire sprinkler system is required it shall be provided throughout the building.

Exception: Protection for specific appliances and/or hazards.

Section 903.3.10 of the 2025 CFC is amended to read as follows:

903.3.10 Floor Control valves. Floor control valves and waterflow detection assemblies shall be installed at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings that are two or more stories below the highest level of fire department access.

Exception: Group R-3 and R-3.1 occupancies floor control valves and waterflow detection assemblies shall not be required.

Section 909.11 of the 2025 CFC is amended to read as follows:

909.11 General. The smoke-control system shall be supplied with two sources of power. Primary power shall be from the normal building power systems. Secondary power shall be from an approved standby source complying with Section 1203 of this code. The standby power source and its transfer switches shall be in a room separate from the normal power transformers and switchgear and ventilated directly to and from the exterior. The room shall be enclosed with not less than 1-hour fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712, or both.

Transfer to full standby power shall be automatic and within 60 seconds of failure of the primary power. The systems shall comply with the Electrical Code.

Exception: The secondary power is not required for pressurized enclosures in buildings of less than 5 floors used for human occupancy

Section 1207.11.3 of the 2025 CFC is amended to read as follows:

1207.11.3 Location. ESS shall be installed only in the following locations:

1. Detached garages and detached accessory structures.
2. Deleted.
3. Outdoors or on the exterior side of the exterior walls located not less than 3 feet (914mm) from doors and windows directly entering the dwelling unit.
4. Deleted.

ESS shall not be installed in any attached structure to a dwelling unit.

Section 1207.11.4 of the 2025 CFC is amended to read as follows:

1207.11.4 Energy Ratings.

TABLE 1207.11.4—MAXIMUM AGGREGATE RATINGS OF ESS		
LOCATION	MAXIMUM AGGREGATE RATINGS (kWh)	INSTALLATION REQUIREMENTS
Within utility closets, basements, and storage or utility spaces located within dwellings	40	
In attached garages	80	
On or within 3 feet of exterior walls of dwellings and attached garages	100	
On or within 3 feet of exterior walls of dwellings and attached garages	200	Exterior walls and eaves are constructed with noncombustible surfaces. ^a
In detached garages and detached accessory structures	200	
In detached garages and detached accessory structures	600	Detached garage or detached accessory structure is a minimum 10 feet away from property lines and dwellings.
Outdoors on the ground	200	ESS is a minimum 3 feet away from property lines and dwellings.
Outdoors on the ground	600	ESS is a minimum 10 feet away from property lines and dwellings.
For SI: 1 foot = 304.8 mm a. Noncombustible wall surface shall extend in accordance with all the following: 1. A minimum of 5 feet horizontally from the edge of the ESS. 2. A minimum of 1 foot vertically below the bottom edge of the ESS. 3. A minimum of 8 feet vertically above the ESS, or to a noncombustible eave, whichever is less. The code official is authorized to approve reductions of installation requirements based on large-scale fire testing complying with Section 1207.1.5.		

ESS installations exceeding the permitted individual or aggregate ratings shall be installed in accordance with Sections 1207.1 through 1207.9. (Material based on NFPA 855 2023 Ed.)

Section 1207.11.6 “Fire Detection” of the 2025 CFC is deleted.

Section 5601.1.3 of the 2025 CFC is amended to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks is prohibited. The possession, sale, use, and/or discharge of “Safe and Sane” fireworks is prohibited.

Exceptions:

1. Storage and handling of fireworks as allowed by Section 5604.
2. Manufacture, assembly and testing of fireworks as allowed in Section 5605 and Health and Safety Code Division 11.
3. The use of fireworks for fireworks displays, pyrotechnic before a proximate audience and pyrotechnic special effects in motion pictures, television, theatrical or group entertainment productions are allowed in Title 19, Division 1, Chapter 6 Fireworks reprinted in Section 5608 and Health and Safety Code Division 11.

Section 5601.7 of the 2025 CFC is amended to read as follows:

5601.7 Seizure. All fireworks including “State approved” shall be illegal in the City of El Segundo. The fire code official and police officers shall have the authority to seize, take and remove fireworks and/or safe and sane fireworks stored, sold, offered for sale, used or handled in violation of the provisions of Title 19 CCR, Division 1, Chapter 6 and Health and Safety Code, Chapter 9.

Exception: When permits are issued for such use.

Section 5601.7.1 is added to the 2025 CFC to read as follows:

5601.7.1 Financial Responsibility. See section 104.11.4 Financial Responsibility for cost recovery of enforcement of section 5609.1. Fireworks may be identified as hazardous waste by the State of California; violators shall be responsible for any disposal fees.

Section 5801.1.1 is added to the 2025 CFC to read as follows:

5801.1.1 Methane Soil Gas. All sources of methane soil gas, including petrogenic and biogenic, are subject to methane soil gas testing, passive or active mitigation, and methane detection and alarm system per El Segundo Fire Departments Guidelines.

Section B105.2 of Appendix B of the 2025 CFC is amended to read as follows:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1.

Exception: A reduction in required fire-flow up to 50 percent, as approved, is allowed when the building is protected with an approved automatic sprinkler system installed in accordance with Section 903.1.1, 903.1.2, or 903.3.1.3. The resulting fire-flow must not be less than 1,500 gallons per minute (5678 U/min) for the prescribed duration as specified in Table B105.1.

SECTION 3. *Effect of Ordinance on Past Actions and Obligations.* The adoption of this Ordinance will not affect any civil action initiated or criminal prosecution for ESMC violations committed prior to this Ordinance’s effective date; will not waive any fee or penalty due and unpaid prior to this Ordinance’s effective date; and will not affect the validity of any bond or cash deposit posted, filed, or deposited pursuant to the ESMC, prior to this Ordinance’s effective date.

SECTION 4. *Consistency; Repeal of Prior Codes.* Prior City ordinances in conflict with this Ordinance, in whole or in part, are superseded and expressly repealed.

SECTION 5. *Environmental Assessment.* The City Council determines that this ordinance

is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor, and therefore does not have the potential to cause significant effects on the environment. In addition, this ordinance is an action being taken for enhanced protection of the environment and is exempt from further review under CEQA Guidelines § 15308. Also, there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)), and it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)).

SECTION 6. *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 7. *Savings Clause.* Repeal of any provision of the ESMC or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8. *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 9. *Publication.* The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10. *Effective Date.* This Ordinance will become effective on the 31st day following its passage and adoption.

SECTION 11. *Filing with Building Standards Commission.* The City Clerk is directed to

transmit a certified copy of this Ordinance with the California Building Standards Commission.

PASSED AND ADOPTED this ____ day of _____, 2025.

Chris Pimentel, Mayor

ATTEST:

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

I, _____, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ____ was duly introduced by said City Council at a regular meeting held on the ____ day of _____, 2025, 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 _____, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Truax, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

RESOLUTION NO. _____

A RESOLUTION MAKING EXPRESS FINDINGS AND DETERMINATIONS SUPPORTING CITY MODIFICATIONS TO THE CALIFORNIA FIRE CODE BECAUSE OF LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS.

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

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

- A. Certain building standards and other related model codes are adopted by the State of California in the California Building Standards Code and become applicable unless amended by the City pursuant to Health and Safety Code § 17958;
- B. The City of El Segundo (“City”) may adopt model codes by reference pursuant to Government Code § 50022.2 *et seq.*;
- C. Health and Safety Code § 17958.5 authorizes the City Council to make reasonably necessary changes or modifications to the state-adopted building codes, including the California Building Standards Code, based on certain local conditions;
- D. Pursuant to Health and Safety Code § 17958.7, it is in the public interest to adopt the California Building Standards Code with the changes set forth in this Ordinance;
- E. The City’s staff has determined and recommended that the modifications to the California Building Standards Code, 2025 Edition, contained herein, are reasonably necessary due to local conditions; and
- F. Health and Safety Code § 17958.7 requires the City Council to make express findings of the necessity for modifications to the building standards contained in the California Building Standards Code, 2025 Edition.

SECTION 2. *Legislative Findings.* The City further finds and declares as follows:

- A. Pursuant to Health and Safety Code § 17958.7, the City Council expressly finds that the amendments and modifications to building standards contained in the 2025 California Fire Code, as adopted by the City are reasonably necessary due to the following local climatic, geological or topographical conditions:
 - 1. Climatic Conditions: The City is located in an area climatically classified as “semi- arid” and prone to hot and dry Santa Ana winds of high velocity. Moreover, due to the arid nature of the area, the weather during the windy period tends to be very warm and dry. Furthermore, the City is a densely populated area having buildings and structures constructed within a climate system capable of producing major winds, fire and rain related disasters, including but not limited to those caused by the Santa Ana winds and El Nino

(or La Nina) subtropical-like weather. Because of the described climatic conditions, the City and the surrounding cities have historically suffered from occasional structural fires. These have often been difficult to control due to the dry winds carrying sparks and cinders to surrounding structures. These winds constitute a contributing factor, which causes small fires originating in high-density development presently being constructed in the City, which spread quickly and create the need for an increased level of fire protection. This added protection, including, but not limited to on-site protection, will supplement normal Fire Department response available in new development, and provide immediate fire protection for life and safety of multiple-occupancy occupants during fire occurrence.

2. Topographical Conditions: The City is a densely populated area having buildings and structures constructed within relatively flat and hilly topography causing structures close to develop heat island conditions due to urban development and therefore needs to be incorporated into the code to assure that new buildings and structures and additions or alterations to existing building or structures are designed and constructed in accordance with the scope and objectives of the California Codes. Traffic and circulation congested in urban areas often place Fire Department response time to emergencies at risk. This condition makes the need for enhanced on-site protection for property occupants necessary. The dry weather conditions, combined with the relatively hilly topography of the City is very hazardous to the surrounding highly populated areas in as far as flame spread is concerned. Because of the above-described topographic conditions, the City and the surrounding cities have historically suffered from occasional structural fires. These have often been difficult to control due to the dry winds carrying sparks and cinders to surrounding structures.
3. Geological Conditions: The City is a densely populated area located in the greater Los Angeles/Long Beach region having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including but not limited to the 1994 Northridge Earthquake. During a major earthquake, emergency resources would be extremely taxed, and the ability to respond to such emergencies would be complicated. Local standards in excess of statewide minimums will assist in reducing risks associated with earthquakes and the consequent disruption of traffic flow. Due to the large number of tall buildings in this region as well as the increased fire-life safety associated with such a seismic failure, the proposed modification to have a higher minimum base seismic shear consistent with previous editions of the building codes need to be incorporated into the code to assure that new buildings and additions or alterations to existing buildings are designed and constructed in accordance with the scope and objectives of the International Codes.

- B. The City Council finds that the following table sets forth the 2025 California Building Standards Code provisions constituting building standards that have been modified pursuant to Ordinance No. _____, and the associated local climatic, topographical, and/or geological conditions described in Section 2(A)

above:

2025 California Fire Code Section added or amended: Appendix B, C, P, BB and CC		Specific Finding-- climatic, topographical and/or geological conditions (Section 2(A)): Administrative, Climatic, Topographical, and Geological
1.11.4.1	Amended	Administrative
104.1.1	Added	Administrative
104.1.2	Added	Administrative
104.1.4	Added	Administrative
104.11.4	Added	Administrative
105.2	Amended	Administrative
108.4	Amended	Administrative
108.7	Added	Administrative
109.2.1	Amended	Administrative
112.5	Added	Administrative
113.4	Amended	Administrative
202	Added	Climatic, Topographical
311.5	Deleted	Administrative
503.6.1	Added	Climatic, Topographical
507.2.1	Amended	Climatic, Topographical
510.4.2.10	Added	Climatic, Topographical
511	Added	Climatic, Topographical
901.4.8	Added	Climatic, Topographical
901.11	Added	Climatic, Topographical
901.12	Added	Climatic, Topographical
903.2	Amended	Climatic, Topographical
903.2.22	Added	Climatic, Topographical
903.3.5.3	Added	Climatic, Topographical
903.3.8	Amended	Climatic, Topographical
903.3.10	Amended	Climatic, Topographical
909.11	Amended	Climatic, Topographical
1207.11.3	Amended	Climatic, Topographical
1207.11.4	Amended	Climatic, Topographical
1207.11.6	Deleted	Climatic, Topographical
5601.1.3	Amended	Climatic, Topographical
5601.7	Amended	Administrative
5601.7.1	Added	Administrative
5801.1.1	Added	Topographical
B105.2	Amended	Climatic, Topographical

SECTION 3. 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 4. *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

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 upon the effective date of Ordinance No. ____ and remain effective unless repealed or superseded.

SECTION 7. *City Clerk Direction; Transmittal to State.* 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. The City Clerk is directed to transmit a certified copy of this Resolution to the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED this ____ day of November, 2025.

Chris Pimentel, Mayor

ATTEST:

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

I, Susan Truax, 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 ____ 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Truax, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

Word Doc: Municipal Code Fire – Code Changes Underline & Strikeout

Page	Sections	Description	Note
Items below are pending.			
Items below have been reviewed with recommendations for removal			
2	104.11.2	104.11.2 Technical assistance	Recommending removal of this amendment. 2025 CFC 104.2.2 now addresses provisions for technical assistance.
5	308.1.4	Deletion of “Open-Flame Cooking Devices” section	Recommending removal. 2025 CFC no longer has this section; deletion is no longer necessary.
5-8	503.1 thru 503.6	Sections apply to fire apparatus access roads. <ul style="list-style-type: none"> • 503.1 Where required. • 503.1.1. Buildings and facilities. • 503.1.2. Additional access. • 503.1.3. High-piled storage. • 503.2 Specifications. • 503.2.1. Dimensions. • 503.2.2 Authority. • 503.2.3 Surface. • 503.2.4 Turning radius. • 503.2.5 Dead ends. • 503.2.6 Bridges and elevated surfaces. • 503.2.7 Grade. • 503.2.8 Angles of approach and departure. • 503.3 Marking. • 503.4 Obstruction of fire apparatus access roads. • 503.4.1 Traffic calming devices. • 503.5 Required gates or barricades. • 503.5.1 Secured gates and barricades. • 503.5.2 Fence and gates. • 503.6 Security gates. 	Recommending removal. No changes found between these amendments and 2025 CFC.
8	510.3	510.3 Permit Required.	Recommending removal. 2025 CFC 510.3.1 already includes “permit required” provisions.
15	808.4	808.4. Play Structures Added to Existing Buildings	Recommending removal. No changes found between amendment and 2025 CFC.

17	903.4	903.4.3 Alarms.	Recommending removal for consistency. This section was not included in the building code adoption.
18	1103.2	1103.2. Emergency Responder Communication Coverage in Existing Buildings	Recommending removal. No changes found between amendment and 2025 CFC.
19	3311.1	3311.1 Separations between construction areas	Recommending removal. No changes found between amendment and 2025 CFC.
19	1207.11.4	1207.11.4 Energy Ratings.	Recommending removal for consistency. This section was modified to correlate with the building code adoption.
20	5601.3.1	5601.3.1 Fireworks.	Recommending removal. Appears to be duplicate error.



City Council Agenda Statement

Meeting Date: November 18, 2025

Agenda Heading: Committees, Commissions and Boards
Presentations

Item Number: E.9

TITLE:

Appointments to the Investment Advisory Committee and Senior Citizen Housing Corporation Board Members

RECOMMENDATION:

1. Announce appointments to the Investment Advisory Committee and Senior Citizen Housing Corporation Board.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

The **Investment Advisory Committee** was established for the purpose of advising the City Treasurer and City Council on matters pertaining to the investment of the City's funds.

The **Senior Citizen Housing Corporation Board** was established to actively oversee the management, operation, maintenance, and finances of Park Vista. The Board enters into an operating agreement with the City Council and enlists a management company to operate the facility.

DISCUSSION:

Investment Advisory is a 4-member committee; two are automatic appointments – (City Treasurer and Customer Service Manager and Finance Director); the other two members (one of whom must be a resident of El Segundo) serve without compensation.

The Senior Citizen Housing Corporation Board is a five-member board. All members must be El Segundo residents.

Appointments to the Investment Advisory Committee and Senior Citizen Housing Corporation Board Members

November 18, 2025

Page 2 of 2

Candidate

CCB

- | | |
|-----------------|---|
| 1. Roger Nieves | Investment Advisory – Full Term to expire October 31, 2028 |
| 2. George Funk | Senior Citizen Housing Corporation Board – Partial Term to expire June 30, 2029 |

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance customer service and engagement.

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

PREPARED BY:

Mishia Jennings, Executive Assistant to City Council

REVIEWED BY:

Barbara Voss, Deputy City Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None