

City Council

Adjourned Regular Meeting
Tuesday, September 10, 2013
6:00 PM
City Council Chambers



Mayor David J. Lesser
Mayor Pro Tem Amy Howorth
Councilmember Wayne Powell
Councilmember Mark Burton
Councilmember Tony D'Errico

Executive Team

David N. Carmany, City Manager
Quinn Barrow, City Attorney

Robert Espinosa, Fire Chief
Cathy Hanson, Human Resources Director
Eve R. Irvine, Police Chief
Mark Leyman, Parks & Recreation Director

Bruce Moe, Finance Director
Tony Olmos, Public Works Director
Liza Tamura, City Clerk
Richard Thompson, Community
Development Director

MISSION STATEMENT:

The City of Manhattan Beach is dedicated to providing exemplary municipal services, preserving our small beach town character and enhancing the quality of life for our residents, businesses and visitors.

September 10, 2013

City Council Meeting Agenda Packet

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MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!

Your presence and participation contribute to good city government.

By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified a time for citizen comments on the agenda under "Audience Participation," at which time speakers may comment on any item of interest to the public that is within the subject matter jurisdiction of the legislative body, including items on the agenda, with each speaker limited to three minutes.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City's website at www.citymb.info, the Police Department located at 420 15th Street, and are also on file in the Office of the City Clerk for public inspection. Any person who has any question concerning any agenda item may call the City Clerk's office at (310) 802-5056 to make an inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Office of the City Clerk at (310) 802-5056 (voice) or (310) 546-3501 (TDD). Notification 36 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

BELOW ARE THE AGENDA ITEMS TO BE CONSIDERED. THE RECOMMENDED COUNCIL ACTION IS LISTED IMMEDIATELY AFTER THE TITLE OF EACH ITEM IN BOLD CAPITAL LETTERS.**A. PLEDGE TO THE FLAG**

5 MINUTES

B. ROLL CALL

1 MINUTE

C. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

1 MINUTE

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, state under penalty of perjury that this notice/agenda was posted on Thursday, September 5, 2013, on the City's Website and on the bulletin boards of City Hall, Joslyn Community Center and Manhattan Heights.

D. CLOSED SESSION ANNOUNCEMENT

1 MINUTE

E. APPROVAL OF AGENDA AND WAIVER OF FULL READING OF ORDINANCES

5 MINUTES

By motion of the City Council this is the time to notify the public of any changes to the agenda and/or rearrange the order of the agenda.

F. CEREMONIAL CALENDAR

15 MINUTES

G. COMMUNITY ANNOUNCEMENTS

1 MINUTE PER PERSON

This portion of the meeting is to provide an opportunity for citizens to address the City Council regarding upcoming events. The duration for an individual speaking under "Community Announcements" is limited to one minute. A second, extended opportunity to speak is provided under "Audience Participation." While all comments are welcome, the Brown Act does not allow City Council to take action on any item not on the agenda. Please complete the "Request to Address the City Council" card by filling out your name, city of residence, and returning it to the City Clerk. Thank you!

H. AUDIENCE PARTICIPATION

3 MINUTES PER PERSON

Speakers may comment on any item of interest to the public that is within the subject matter jurisdiction of the legislative body, including items on the agenda. The Mayor may determine whether an item is within the subject matter jurisdiction of the City. While all comments are welcome, the Brown Act does not allow City Council to take action on any item not on the agenda. Please complete the "Request to Address the City Council" card by filling out your name, city of residence, and returning it to the City Clerk. Thank you!

I. CITY MANAGER REPORT(S)

5 MINUTES

J. CONSENT CALENDAR

5 MINUTES

NOTICE TO THE PUBLIC - The "Consent Calendar" adopting the printed Recommended City Council Action will be enacted with one vote. The Mayor will ask the City Councilmembers, the public, and the staff if there is anyone who wishes to remove any item from the "Consent Calendar" for discussion and consideration. The matters removed from the "Consent Calendar" will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." At that time, any member of the audience may comment on any item pulled from the "Consent Calendar." The entire "Consent Calendar," with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.

1. Resolution No. 13-0062 of the City of Manhattan Beach Approving the Application for Competitive Funding for Landscape Improvements to Veterans Parkway.
APPROVE

[RES 13-0062](#)

Attachments: [Resolution No. 13-0062 Approving Application for Landscape Improvements to](#) \

K. PUBLIC HEARINGS

30 MINUTES PER ITEM

2. Continued Public Hearing to Consider Certification of a Final Environmental Impact Report and Approval of a Master Use Permit Amendment, Height Variance and Master Sign Program/Exception for the Manhattan Village Shopping Center Enhancement Project at 2600 through 3600 Sepulveda Boulevard and 1220 Rosecrans Avenue. [13-0444](#)
CONDUCT PUBLIC HEARING, AND CONTINUE TO SEPTEMBER 17, 2013

Attachments: [Hyperlink to Mall City Council presentations, staff report and attachments- Sept Final Planning Commission Minutes- July 24, 2013](#)
[RREEF Letter, September 5, 2013](#)

L. GENERAL BUSINESS

30 MINUTES PER ITEM

3. Request for Special Permit: Limited Alcoholic Beverage Use on Public Property for Event on September 15, 2013 at Creative Arts Center. [13-0483](#)
TAKE ACTION ON THE REQUEST

Attachments: [MBMC Section 4.48.090](#)
[Daily License Application-Authorization \(Form ABC-221\)](#)
[Instructions for Obtaining A Daily License](#)

M. ITEMS REMOVED FROM THE CONSENT CALENDAR

5 MINUTES PER ITEM

THE FOLLOWING AGENDA ITEMS WERE PULLED FROM THE SEPTEMBER 3, 2013, CITY COUNCIL AGENDA AND CONTINUED TO THE SEPTEMBER 10, 2013, CITY COUNCIL MEETING

Prior to the Council's consideration of each item removed from the consent calendar, speakers may comment on any or all of those items for up to three minutes per item.

4. Follow-Up Report on Satellite Dishes. [13-0455](#)
RECEIVE AND FILE
5. Ordinance No. 13-0009 Prohibiting Distribution or Sale of Prepared Food in Polystyrene Food Service Ware. [ORD 13-0009](#)
WAIVE FURTHER READING; ADOPT ORDINANCE NO. 13-0009
- Attachments:** [Ordinance No. 13-0009 Prohibiting Distribution or Sale of Prepared Food in Poly](#)
6. Request for Proposal for Community Survey. [13-0450](#)
APPROVE

Attachments: [Request for Proposal for Community Survey 2013](#)

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7. Award of Bid for the Budgeted Purchase of Two Toyota Tacoma Replacement Trucks for the Police Department to Penske Toyota in the Amount of \$59,478.00. [13-0398](#)
APPROVE
Attachments: [Bid #938-14 Comparison Toyota Tacoma \(2\)](#)
8. Award of Bid for the Budgeted Purchase of Two Ford Edge Replacement Vehicles for the Police Department from Ford of Orange in the Amount of \$57,704.44. [13-0441](#)
APPROVE
Attachments: [Bid #936-14 Comparison Ford Edge \(2\)](#)
9. Update on the 2013-2015 Police Department Strategic Plan. [13-0429](#)
RECEIVE AND FILE
Attachments: [2013-2015 Police Department Strategic Plan Update \(January – June 2013\)](#)

N. OTHER COUNCIL BUSINESS, COMMITTEE AND TRAVEL REPORTS

5 MINUTES PER CITY COUNCILMEMBER FOR TOTAL OF 25 MINUTES

O. ADJOURNMENT

P. FUTURE MEETINGS

CITY COUNCIL MEETINGS

Sep. 17, 2013 – Tuesday – 6:00 PM – City Council Meeting

Oct. 1, 2013 – Tuesday – 6:00 PM – City Council Meeting

Oct. 8, 2013 - Tuesday - 6:00 PM - Joint City Council/Cultural Arts Commission Meeting

Oct. 15, 2013 – Tuesday – 6:00 PM – City Council Meeting

Oct. 29, 2013 - Tuesday - 6:00 PM - Joint City Council/Library Commission Meeting

Nov. 5, 2013 – Tuesday – 6:00 PM – City Council Meeting

Nov. 12, 2013 - Tuesday - 6:00 PM - Joint City Council/Parking & Public Improvements Commission Meeting

Nov. 19, 2013 – Tuesday – 6:00 PM – City Council Meeting

Dec. 3, 2013 – Tuesday – 6:00 PM – City Council Meeting

Dec. 10, 2013 - Tuesday - 6:00 PM - Joint City Council/ Board of Building Appeals Meeting

Dec. 17, 2013 – Tuesday – 6:00 PM – City Council Meeting

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS

Sep. 11, 2013 – Wednesday – 6:30 PM – Planning Commission
Sep. 23, 2013 – Monday – 6:30 PM – Parks & Recreation Commission
Sep. 25, 2013 – Wednesday – 6:30 PM – Planning Commission
Sep. 26, 2013 - Thursday - 6:30 PM - Parking & Public Improvements Commission
Oct. 9, 2013 – Wednesday -- 6:30 PM – Planning Commission
Oct. 23, 2013 – Wednesday -- 6:30 PM – Planning Commission
Oct. 29, 2013 - Tuesday - 6:00 PM - Joint City Council and Library Commission
Nov. 12, 2013 - Tuesday - 6:00 PM - Joint City Council/Parking & Public Improvements Commission
Nov. 13, 2013 – Wednesday -- 6:30 PM – Planning Commission
Nov. 27, 2013 – Wednesday -- 6:30 PM – Planning Commission
Dec. 10, 2013 - Tuesday - 6:00 PM - Joint City Council/ Board of Building Appeals Meeting
Dec. 11, 2013 – Wednesday -- 6:30 PM – Planning Commission

Q. CITY HOLIDAYS**CITY OFFICES CLOSED ON THE FOLLOWING DAYS:**

Oct. 14, 2013 – Monday – Columbus Day
Nov. 11, 2013 – Monday – Veterans Day
Nov. 28-29, 2013 – Thursday & Friday – Thanksgiving Holiday
Dec. 25, 2013 – Wednesday – Christmas Day
Jan. 1, 2014 – Wednesday – New Years Day
Jan. 20, 2014 – Monday – Martin Luther King Day
Feb. 17, 2014 – Monday – President's Day
May. 26, 2014 – Monday – Memorial Day
Jul. 4, 2014 - Friday - Independence Day
Sep. 1, 2014 - Monday - Labor Day

Agenda Date: 9/10/2013

TO:

Honorable Mayor and Members of the City Council

THROUGH:

David N. Carmany, City Manager

FROM:

Tony Olmos, Public Works Director
Sona Coffee, Environmental Programs Manager

SUBJECT:

Resolution No. 13-0062 of the City of Manhattan Beach Approving the Application for Competitive Funding for Landscape Improvements to Veterans Parkway.

APPROVE

RECOMMENDATION:

Staff recommends that City Council Adopt Resolution No. 13-0062 to endorse the City's application for competitive funding for landscape improvements to Veterans Parkway.

FISCAL IMPLICATIONS:

The grant proposal does not call for any matching funds from the City. Depending on the projects selected for funding, some City Public Works staff time may be required for project implementation.

BACKGROUND:

Veterans Parkway is an important community asset that functions as a passive, tranquil parkway. To ensure that efforts to maintain and improve Veterans Parkway are implemented in an effective manner, City Council approved the Landscape Master Plan Guidelines presented on June 25, 2013.

DISCUSSION:

The 2013 Competitive Trails Grant has been made available from Los Angeles County Supervisor Don Knabe's office. As part of the application package, a City Council resolution supporting the grant application is needed.

The grant focuses on projects that improve trails and public access. The Los Angeles County Regional Park and Open Space District will administer the funds, and grant amounts range from \$25,000 - \$300,000. Projects will need to be completed within three years of the

execution of the grant.

Through the Landscape Master Plan process, several projects were identified that qualify for this program including:

- Adding stairs to create an access point onto the trail;
- Improving slope stabilization through incorporation of native plantings and drip irrigation;
- Addition of native plants to improve the wildlife habitat and viewing in an open space area on the trail;
- Use of boulders for seating areas along the trail to provide resting spots for trail users, especially seniors and young children;
- Succession planting of replacement trees and shrubs to prepare for those species which are failing or at the end of life on the trail; and
- Addition of shade trees along some areas of the trail.

Each of these projects will need to be implemented as Staff begins to follow the Landscape Guidelines for Veterans Parkway. Staff will prioritize the project proposals based on greatest need, and best fit for grant funds available.

CONCLUSION:

Grant funding is an important tool in the implementation of the recommendations in the City's adopted Landscape Master Plan Guidelines for Veterans Parkway. Staff recommends that City Council Adopt Resolution No. 13-0062 to endorse the City's application for competitive funding for landscape improvements to Veterans Parkway.

Attachment:

1. Resolution No. 13-0062 Approving Application for Landscape Improvements to Veterans Parkway

RESOLUTION NO. 13-0062

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AND AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR COMPETITIVE EXCESS FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR FOURTH SUPERVISORIAL DISTRICT EXCESS FUNDING FOR LANDSCAPE IMPROVEMENTS TO VETERANS PARKWAY

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the "Propositions"), which among other uses, provide funds to public agencies and nonprofit organizations in the County for the purpose of acquiring and/or developing facilities and open space for public recreation; and

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (the "District") to administer the funds; and

WHEREAS, the District has set forth the necessary procedures governing application for Competitive Excess Funds under the Propositions, and

WHEREAS, the District's procedures require the City of Manhattan Beach to certify, by resolution, the approval of the application before submission of said application to the District; and

WHEREAS, the application contains assurances with which the City of Manhattan Beach must comply; and

WHEREAS, the City of Manhattan Beach seeks to enter into an Agreement with the District to obtain funds for the Project described in the application.

NOW, THEREFORE, THE CITY OF MANHATTAN BEACH DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Fourth Supervisorial District Excess Funds for landscape improvements to the City's Veteran's Parkway.

Section 3. The City Council hereby certifies that the City of Manhattan Beach understands the assurances and certification in the application form.

Section 4. The City Council hereby certifies that the City of Manhattan Beach has, or will have, sufficient funds to operate and maintain the project in perpetuity.

Section 5. The City Council hereby authorizes the City Manager, or the City Manager's designee, to conduct negotiations, and execute and submit, on behalf of the City, all documents, including but not limited to, applications, agreements, amendments, annual reports, expenditure reports, and payment requests, which may be necessary for the submittal of the application, the receipt of funds, and the completion of the project.

Section 6. This resolution shall take effect immediately upon adoption.

Section 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2013.

Ayes:

Noes:

Absent:

Abstain:

DAVID J. LESSER
Mayor, City of Manhattan Beach

ATTEST:

LIZA TAMURA
City Clerk

Agenda Date: 9/10/2013

TO:

Honorable Mayor and Members of the City Council

THROUGH:

David N. Carmany, City Manager

FROM:

Richard Thompson, Director of Community Development
Laurie B. Jester, Planning Manager

SUBJECT:

Continued Public Hearing to Consider Certification of a Final Environmental Impact Report and Approval of a Master Use Permit Amendment, Height Variance and Master Sign Program/Exception for the Manhattan Village Shopping Center Enhancement Project at 2600 through 3600 Sepulveda Boulevard and 1220 Rosecrans Avenue.

CONDUCT PUBLIC HEARING, AND CONTINUE TO SEPTEMBER 17, 2013

RECOMMENDATION:

Staff recommends that the Mayor open the continued public hearing, receive an introduction from staff, receive public testimony, receive presentations from the applicants/appellants, discuss, provide comments and continue the public hearing to September 17, 2013.

FISCAL IMPLICATIONS:

There are no fiscal impacts associated with this action.

BACKGROUND:

Overview

A public hearing was held on this item on September 3, 2013 and continued to this meeting. This report considers the applications for the renewal and revitalization of the Manhattan Village Shopping Center ("the Mall") so it can better compete with other shopping opportunities in the region. The Mall is the largest commercial site and development in the City and one of the premier shopping destinations in the community. The primary owner, RREEF, has been working with the community for over 6 ½ years on the proposing redesign of the Center. The proposal is a three phased Project adding approximately 133,300 square feet of commercial uses with required parking.

An application for a Master Use Permit Amendment ("Amendment") and Height Variance ("Variance") has been filed by project applicants: Mall property owners RREEF; 3500

Sepulveda LLC (owners of the Hacienda Building); and Bullocks USA, Inc. (owners of the Macy's property) (collectively, "Applicant") for the Manhattan Village Shopping Center Enhancement Project ("Project"). Prior to taking action on the Amendment and Variance, state law requires the Council to consider whether to certify the Environmental Impact Report prepared in connection with the application.

Staff noticed the public hearings for September 3, 10 and 17. The Council will conduct all of the hearings as *de novo* public hearings, which means that the Council will take a "fresh look" at all the evidence presented at the public hearings, not just the evidence that was presented to the Planning Commission, and will base its decision on such evidence. The Council can consider the application as a whole, not merely those portions of the Project that may be of concern to the appellants.

In November 2006, Applicant submitted its original application. Revised applications, plus a Sign Exception/Program and Development Agreement were submitted in 2012, although subsequently the Development Agreement was withdrawn. Over the past six and a half years RREEF and their team of consultants have been meeting with the neighbors, tenants, other site property owners, staff, and community leaders to review the proposed project and to make revisions to address their concerns, as well as the needs of a changing consumer market.

September 3, 2013 Meeting

At the September 3rd meeting a number of presentations were provided in order for the City Council and the public to have a thorough overview, background and understanding of the project. There was also an opportunity for questions and input from the public. The Mayor opened the public hearing and Staff provided an overview of the Project. The City's Economic consultant then provided an economic and market summary presentation, followed by the City's EIR traffic consultants' presentation on traffic and parking. RREEF then provide a presentation on the Project. All of the presentations are posted on the City's website. <http://www.citymb.info/Index.aspx?page=2129>

The EIR consultant was also available to respond to any questions on CEQA and the EIR. After the presentations and questions from the Council, public comments and input was received, and Staff and the consultants responded the Council's questions. There were also a number of comments on the project from the public during Audience Participation at the beginning of the meeting.

A variety of opinions were expressed by the public at the meeting, with people speaking both in support and with concerns about the project. A number of people indicated that they feel the Mall needs to be updated and refreshed in order to stay competitive and provide the quality of stores, amenities, and shopping experience that the community desires. Others expressed concerns with density, size, traffic, parking, crime, economics, building heights, and RREEF's future in the project.

CEQA Process

Based upon an initial study, an Environmental Impact Report (EIR) was prepared by an independent environmental consultant ("EIR Consultant") in accordance with the requirements of the California Environmental Quality Act (CEQA). In February 2009, the City held a public Scoping Meeting to introduce the project to the community, and provide an

overview of the project and the CEQA process. The 45 day public review and comment period for the Draft EIR was in June and July 2012. The Final EIR was distributed for public review in April 2013. The Draft and Final EIRs are available on the City website, at City Hall and the Police Department.

Throughout the process, the Applicant has revised its application to respond to public input and to incorporate mitigation measures to eliminate or reduce potential environmental impacts. The EIR Consultant is in the process of analyzing each revision in order to make a determination as follows:

The revised Project would not result in greater impacts than those that were identified for the Project as originally analyzed in the DEIR. None of the modifications to the Project were determined to result in any new or greater impacts than those identified in the DEIR. Thus, no new impacts have been identified and no new mitigation measures are required for implementation of the revised Project.

On June 26, 2013 the Planning Commission adopted Resolution No. PC 13-09 Certifying the Final EIR and adopted a mitigation monitoring program ("MMR"). The certification has been appealed by 3500 Sepulveda LLC.

DISCUSSION:

Meeting format

Tonight's meeting will provide an opportunity for public input and Council questions and discussion. The Mayor will open the public hearing. Staff will provide an introduction, then would recommend opening up the public comments. RREEF will then provide a presentation on the Project, as well as the 3500 Sepulveda representative if they desire. The City's EIR Traffic Consultant and EIR/CEQA Consultant will be available to answer any questions on Traffic, CEQA and the EIR.

Staff has noticed a continued public hearing on September 17th to provide a third opportunity for members of the public to comment on the Project, Council discussion and deliberation after the close of the public hearing, and potentially Council action thereafter. Future meetings may be scheduled if the Council so desires.

Project Overview

The approximately 44-acre Manhattan Village Shopping Center site includes an enclosed, main Mall building and several freestanding buildings that provide approximately 572,837 square feet of gross leasable area (GLA), with 2,393 parking spaces. The proposed Project, all three Phases as analyzed in the Environmental Impact Report (EIR), would involve an increase of approximately 123,672 square feet of net new commercial, retail and restaurant GLA (approximately 194,644 square feet of new GLA and demolition of approximately 70,972 square feet of existing retail, restaurant, and cinema GLA) within an approximately 18.4 acre development area within the overall 44-acre Shopping Center site. Of the 194,644 square feet of new GLA, up to approximately 25,894 square feet would be new restaurant uses, while up to approximately 168,750 square feet would be new retail uses. When accounting for existing development on the Shopping Center site, upon Project completion, the Shopping Center site would include a total of approximately 696,509 square feet of GLA,

for all three Phases.

In addition, the EIR analyzed a Traffic Equivalency Program that provides the opportunity to build a variety of land uses currently permitted by the Master Use Permit for the Shopping Center as long as there is not an increase in traffic or other environmental impacts. With implementation of the Equivalency Program, a maximum of 133,389 square feet of net new GLA would be allowed. This includes 204,361 square feet of new GLA and demolition of approximately 70,972 square feet of existing retail, restaurant, and cinema, resulting in 706,226 square feet GLA. This is 9,717 square foot increase over the 123,672 square feet of GLA without the Equivalency Program. Any development of square footage over 123,672 square feet, requires Community Development Department and City Traffic Engineer review and approval to ensure compliance with the Equivalency Program, up to a maximum of 133,389 square feet.

The proposed Project would also include new on-site parking structures and surface parking areas that are proposed to provide at least 4.1 parking spaces per 1,000 square feet of GLA. Heights of new shopping center buildings and parking facilities would range from 26 feet to up to 42 feet, plus mechanical, elevators, architectural features and lights poles which can add up to an additional 14 feet in height. The increased height requires a Variance which is consistent with the height of the existing Macy's building.

The Project includes all three Phases of development. The Master Use Permit and other land use applications cover the entire 44 acre site.

Phase I- Village Shops includes the demolition of 22,144 SF (Theaters and See's Candy building) and the construction of 63,300 SF for a net increase of 41,156 SF. This would bring the new total square footage for the entire Mall, including CVS, Ralphs, the freestanding restaurants and banks etc., to 613,993 SF. Parking would increase by about 265 net new spaces to 2,658 total parking spaces with the addition of surface parking as well as 2- three level parking structures, which creates a parking surplus of about 140 spaces for future Phase II use.

Phase II- Northeast corner includes the demolition of 2,628 SF (restaurant by the Theaters), the "decommissioning" of 8,656 SF (main mall reconfiguration of tenants) and the construction of a 60,000 SF Macy's expansion for a net increase of 48,716 SF. A new two-level parking structure with 221 spaces would be provided north of the Macy's expansion for a total of 2,734 parking spaces on the site.

Phase III- Northwest (Fry's) corner is a concept plan with two general options shown on sheets 2-4, 9, 26 and 43-50 of Attachment 6, the plan packet. These are only conceptual plans, they require further refinement, and do not reflect the final site plan, layout, elevations, parking or design. The final design will be returning to the Planning Commission for approval at a future meeting. Phase III would include the demolition of the Fry's building (46,200 SF) and the construction of a maximum of 80,000 SF, for a net increase of 33,800 SF. New buildings would also be constructed adjacent to the north and west sides of the Phase I and II parking structures, respectively. Portions of the lower level parking lot, the former railroad right-of-way, would be decked over to tie the site together and provide additional parking and building pads and Cedar Way

would also be connected to Rosecrans Avenue.

Overall, parking would increase by about 535 spaces for a total of 2,928 spaces on the site. With completion of Phase III, this would bring the new total square footage for the entire site to 696,509 SF. The total square footage proposed is under the square footage analyzed in the EIR.

Some common area portions adjacent to Phase III, including the culvert parking area, an area set aside for a proposed “dog park”, pedestrian and bike connections under Sepulveda, and pedestrian, bike, transit and traffic improvements, will be developed with Phase I in order to integrate the entire site, as feasible coordinating with the Sepulveda Bridge widening project. Phase III includes integrating the Fry’s parcel, the extension of Cedar Way north to connect to Rosecrans Avenue, and new buildings north of the Phase I- Village Shops north parking structure and to the west of the Phase II-Macy’s Expansion northeast corner parking structure, as well as potentially the expansion of the Phase II parking structure with two additional levels.

As noted above, two of the co-applicants have filed appeals of the Commission’s decisions. The appeal from 3500 Sepulveda LLC asserts that the EIR is inadequate and that the mitigation measures are insufficient. As to the Project approvals, 3500 Sepulveda LLC asserts the City did not make necessary findings, the findings are not supported by evidence, and the conditions of approval are insufficient. Appellant 3500 Sepulveda LLC also takes the position that its development rights are being reduced. In a separate appeal, RREEF has requested that the City Council: approve the Master Sign Programs/Exception (Project Plan Packet-Sheets 84 thru 93); remove any caps on specific land use categories; and allow “Personal Improvement Uses” (health clubs) by right.

Public outreach, review and comments

A notice was sent out for the September 3, 10 and 17th meetings to all property owners and residents within a 500 foot radius. The notice was e-mailed to a list of interested parties. Additionally, a ½ page display advertisement in the Manhattan Beach portion of the Beach Reporter was published on August 22, 2013. Copies of the Final EIR were distributed to the City Council, Planning Commission, City Staff, and the public on April 2, 2013. The Draft and Final EIR documents are available to the public for review at the Community Development Department and City Clerk’s office in City Hall (1400 Highland Ave) and at the Police Department (previously at the Library) or on the City of Manhattan Beach Website <http://www.citymb.info/index.aspx?page=1629>.

The City has provided an entire webpage devoted to the Mall project with links to all of the staff reports, minutes, presentations and EIR documents at <http://www.citymb.info/index.aspx?page=1629>.

CONCLUSION:

Staff recommends that the Mayor open the continued public hearing, receive an introduction from staff, receive public testimony, receive presentations from the applicants/appellants, discuss, provide comments and continue the public hearing to September 17, 2013. If the Council would like hard copies of any of the documents please contact staff.

ATTACHMENTS:

1. Hyperlinks to Mall City Council presentations, staff report and attachments- September 3, 2013
<http://www.citymb.info/Index.aspx?page=2129>
2. Final Planning Commission Minutes- July 24, 2013
3. RREEF Letter, September 5, 2013

c: Mark English, RREEF
Chuck Fancher, Fancher Partners, LLC
Mark Neumann, 3500 Sepulveda LLC
Larry Kosmont, Kosmont Associates
Stephanie Eyestone Jones, Matrix Environmental
Pat Gibson, Gibson Transportation Consulting
Sarah Drobis, Gibson Transportation Consulting

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**CITY OF MANHATTAN BEACH
PLANNING COMMISSION
MINUTES OF REGULAR MEETING
JULY 24, 2013**

A Regular Meeting of the Planning Commission of the City of Manhattan Beach, California, was held on the 24th day of July, 2013, at the hour of 6:30 p.m., in the City Council Chambers of City Hall, at 1400 Highland Avenue, in said City.

1. ROLL CALL

Present: Andreani, Gross, Ortmann, Paralusz, Chairperson Conaway
Absent: None
Staff Present: Richard Thompson, Community Development Director
Laurie Jester, Planning Manager
Recording Secretary, Rosemary Lackow

2. APPROVAL OF MINUTES

07/24/13-1. Regular meeting – June 26, 2013 (Continued from July 10, 2013 meeting)

Commissioner Gross requested that the first sentence of paragraph 2 on page 10 be corrected to read: “. . . he understands that the reason to relocate 50 spaces is to provide. . . .”

Commissioner Gross requested that the first paragraph on page 12 be revised to read: “Commissioner Gross commented that he noticed that the speakers tonight were much more positive towards the project as presented with 15 of 20 speakers, or 75% being positive.”

A motion was MADE and SECONDED (Paralusz/Andreani) to **APPROVE** the minutes of June 26, 2013, as amended.

AYES: Andreani, Gross, Paralusz, Chairperson Conaway
NOES: None
ABSENT: None
ABSTAIN: Ortmann

07/24/13-2. Regular meeting – July 10, 2013

A motion was MADE and SECONDED (Gross/Andreani) to **APPROVE** the minutes of July 10, 2013 with no amendments.

AYES: Andreani, Gross, Paralusz, Chairperson Conaway
NOES: None
ABSENT: None
ABSTAIN: Ortmann

3. AUDIENCE PARTICIPATION

Viet Ngo, Manhattan Beach resident and anti-corruption advocate, asked the Planning Commission to request that the Director of Community Development inform the Commission of the voting requirements of the Planning Commission, stating that he believes that for a resolution to be valid, it takes a vote of four Commissioners and he further stated that the minutes are the

official record of the proceedings and should be produced correctly. Development Director Richard Thompson addressed Mr. Ngo's concerns by stating that, a majority vote is needed to pass any Resolution by the Commission, and, for example, when there are either four or five voting members present, it takes at least three votes to pass a Resolution. Mr. Thompson stated further that a Commission quorum is three members, and in such a case, it would take two votes to pass a Resolution.

4. PUBLIC HEARING

07/24/13-3. Manhattan Village Shopping Center Enhancement Project, Final Environmental Impact Report (FEIR), Master Use Permit Amendment, Variance (Building Height), and Sign Exception/Sign Program, located on the east side of Sepulveda Boulevard between Rosecrans Avenue and Marine Avenue (2600 – 3600 Sepulveda Boulevard and 1220 Rosecrans Avenue).

Chairperson Conaway announced the application, and explained the format for the hearing.

Community Development Director Thompson made introductory remarks, noting that the project and public hearing background and concluded by stating the Staff recommendation is to approve the project subject to 64 conditions and many findings, in the submitted 45-page draft Resolution. Mr. Thompson stated that Staff has worked diligently with the applicant to resolve remaining issues.

Commissioner Ortmann announced that, although he missed the June 26th meeting, he had reviewed the record, including the video recording of the June 26 public hearing.

Planning Manager Laurie Jester pointed out some new materials, including written copies of three emails and some handouts, which include a strike-out/redlined list of proposed conditions that both Staff and the applicant have agreed to, as well as a letter from the applicant detailing their disagreement and suggestions for some conditions. Ms. Jester proceeded with a Staff Report and Power Point presentation, covering the project and background, including the adoption by the Commission at the last hearing of a Resolution certifying the Final EIR (FEIR). Ms. Jester emphasized that the FEIR certification does not give the applicant any development rights, that such rights would be conferred through the Master Use Permit. Ms. Jester noted that regarding the scope, there are no new proposed changes to the project square footage, however, at the direction of the Commission, Phase III is now included in the project but as a conceptual plan, with two options "A" and "B" being presented. The applicant would be required to bring back detailed plans for Commission review and approval at a future public hearing. Ms. Jester described several aspects of the project and proposed conditions intended to integrate Phase III into the overall project. Regarding signs, Staff recommends that the Planning Commission defer making a decision regarding the complete Sign Program to a future meeting, to allow a thorough review, with the exception of the Fry's signs, which are addressed in the Resolution; however Attachment B to the Staff Report contains draft Sign Program findings and conditions, should the Commission wish to include in a decision tonight. Manager Jester concluded by briefly reviewing the draft Resolution with the Commission, summarizing the Staff recommendation to approve the project and draft Resolution, including the submitted strikeout/redline changes to conditions.

Planning Manager Jester responded to three questions from Commissioner Andreani: 1) regarding application of the Equivalency Program, Ms. Jester stated that this program is allowed in the Resolution and would potentially be applied when the developer submits detailed plans and land uses; 2) regarding the northeast parking structure, Ms. Jester clarified that in Phase II it is

1 G+1 (2 levels) but in Phase III potentially it could have two more levels, but this is subject to
2 the Commission's review and approval of a final Site Plan; and 3) regarding the overall increase
3 in parking spaces with Phase III, referenced on page 3 of the Staff Report, Ms. Jester clarified
there would be 595 and not 194 parking spaces.

4 In response to a question from Commissioner Gross regarding the "decommissioning" of over
5 8,600 square feet, Planning Manager Jester confirmed that this is due to the applicant's need to
6 stay within the limits of square footage but theoretically could be reactivated in the future under
the Equivalency Program.

7 In response to a question from Chairperson Conaway regarding Phase III: Planning Manager
8 Jester confirmed that tonight the Commission would be approving a conceptual, not detailed plan
9 for that phase, and pointed to condition 15 on page 29 of the draft Resolution which addresses the
10 requirement for future Site Plan Review by the Planning Commission. In response to a question
11 from Chair Conaway regarding the 2,928 total parking spaces estimated to be provided at
12 completion of Phase III, Ms. Jester clarified that this is based on an additional two more levels of
13 parking on the northeast structure if such is approved in the detailed Site Plan Review by the
14 Commission. However, Ms. Jester also pointed out that if, in the future Phase III Site Plan
15 Review, restaurant square footage is proposed beyond the 89,000 square foot cap (as analyzed in
16 the EIR), additional parking would be required, and amendment to the Master Use Permit would
17 be required.

18 With no further questions from the Commission, Chairperson Conaway invited the applicant to
19 make a presentation and first clarify the items they will cover.

20 **Mark English**, RREEF, the applicant addressed the Commission explaining he wants to cover
21 three provisions in the draft Resolution that the applicant does not agree to (that are detailed in a
22 letter to the Commission), including; Signage (condition 11), EV (Electric Vehicle) Charging
23 (condition 38), and land uses and square footages (condition 18). Mr. English explained that the
24 applicant requests that a comprehensive Sign Program/Exception be approved with the Master
25 Use Permit, not deferred to a later date.

26 **Michael Burch**, the sign consultant for RREER, addressed RREEF's proposed Master Sign
27 Program and the intent is to address shortcomings from the 2002 Sign Program, while
28 incorporating the new development into the Program. Existing signage types and square feet has
29 been catalogued in accordance with the sign code. He went over the existing sign amounts, the
30 code allowances, and how the amount allowed is based on street frontage. **Mr. Burch** explained
31 the signs being proposed: pole signs, monument signs, tenant identification signs on parking
32 structures, parking and directional signs, and building wall signs. A-frame signs enliven the retail
experience, and overall there is very little change to the intensity of the existing Sign Program.

33 In response to a question from Commissioner Gross, **Mr. Burch** stated that, for the mall buildings
34 that are not proposed to be changed, while those signs could potentially change, depending on the
35 re-imagining of the center, most likely the modern family of signs erected in the 2002 renovation
36 will not change.

37 In response to further questions from Commissioner Gross regarding possible sign changes, **Mr.**
38 **Burch** stated that the sign sizes including height (except Fry's which is the subject of a Sign
39 Exception) and the number of tenants on pole signs would not change and that for all of the new
40 development the new signs would be similar to the 2002 signs in terms of size, height, number of
41 tenants and quality of materials with some possible change in style and logos.

In response to a question from Commissioner Ortmann, **Mr. Burch** explained that when he says they want to implement the Sign Program “in phases,” the intent is to obtain approval for an amount and types of signs with a reasonable limit for all phases, recognizing unique attributes, and without the need to return to the Commission in the future for additional approvals. **Mr. Burch** further clarified there is a major challenge in providing visibility given the line of banks on Sepulveda and the proposed parking structures.

In response to a question from Chairperson Conaway **Mr. Burch** confirmed that the height of signs are capped at 15 feet, 6 inches including the pole sign at the 33rd Street center entrance, but at Rosecrans Avenue the proposal is for a 30-foot tall sign. In response to a question from Chairperson Conaway regarding the Rosecrans Avenue corner sign, **Mr. Burch** indicated that the applicant’s goal is to match that 30 foot height of the current Fry’s sign and while a gateway sign at this location would be a requirement and included in Phase III, there is no detailed plan yet developed. **Mr. Burch** further clarified the applicant believes that due to topographic conditions at the Rosecrans corner, a 30 foot height is appropriate, but the new sign would very likely be smaller in surface area and have more character.

In response to a question from Chairperson Conaway to **Mr. English** regarding the urgency of the Sign Program, **Mr. English** stated that, while deferral of approval of the Signage is not a deal breaker, it is a very important issue to the tenants and is a factor in their lease negotiations.

Commissioner Gross inquired of **Mr. English**, if he could prioritize the applicant’s goals for the public hearing, if the Commission is not able to cover all items tonight. Development Director Thompson suggested that the Commission could approve signage only for Phases I and II because there is a lot of uncertainty for the signs for the Fry’s site and Rosecrans corner which would be in Phase III. Further Mr. Thompson stated that he expects that the new signs for the first two phases would be consistent with what exists today and suggested that the Commission ask the applicant if they can agree to approval of a Sign Program only for the first two phases.

In response to a question from Commissioner Ortmann as to the nature of disagreement between Staff and the applicant on Signs, Director Thompson explained that Staff is generally comfortable with the signs, size and square footage as proposed for Phases I and II, but is uncomfortable with approving Phase III signs at this time.

Chairperson Conaway suggested that the Commission come back to the issue of the Sign Program later in the evening.

Mark English stated that the applicant agrees to approving signs for Phases I and II at this time, with a conceptual amount of square footage for Phase III, and a requirement that, similar to the Phase III development, the applicant come back for approval later of a detailed Sign Program for Phase III.

Commissioner Paralusz inquired if Staff was in agreement with the applicant’s suggested approach, to which Development Director Thompson stated that Staff was not comfortable with any approval now of signage for Phase III including square footage. It was the consensus of the Commission that they revisit this issue later in the evening and it was clarified that approval of a Sign Program was still possible this evening.

Chairperson Conaway invited the applicant to proceed with presentation of other issues.

Mark English explained the applicant’s disagreement with condition 38 relating to EV Charging stations, stating that while RREEF fully supports charging stations, and providing a quantity of up

1 to 3% of the parking spaces, they take exception to the schedule for build out in the draft
2 condition. **Mr. English** proposed that RREEF install 8 stations early on and phase in the
3 remainder, based on demand and upon meeting an established utilization threshold of 75%.
4 Because the spaces would be for exclusive use of electric vehicles, they want to provide such
5 spaces in accordance with demand.

6 In response to a question from Commissioner Paralusz, **Mr. English** confirmed that the proposal
7 is to install 8 stations in Phase I, spread out in the development as opposed to 1% of all spaces and
8 furthermore, the developer would commit, with the first stations, to installing all the electric
9 conduits that will accommodate all future stations.

10 Commissioner Andreani noted that the applicant's approach sounds reasonable and questioned
11 how the determination would be made to proceed with installing the charging stations beyond the
12 first 8. **Mr. English** responded with a proposal that the applicant come up with an
13 implementation plan, which would include monitoring and objective criteria, and any other
14 requirements desired by the Planning Commission.

15 Mr. English clarified that the applicant agrees to a condition that requires a total number of
16 stations to be installed as proposed by Staff, and starting with 8 versus 27, but requests flexibility
17 as to the pace at which installation occurs and installing all conduits for the maximum at the
18 beginning of the project.

19 In response to a question from Chairperson Conaway as to whether the applicant would be
20 agreeable to addressing the locations of required stations in the condition, **Mr. English** confirmed
21 that the applicant's foremost concern is the utilization of parking spaces, and to address this
22 concern, the applicant requests flexibility in the wording of the condition such as "as determined
23 by the Director of Community Development".

24 The Commission acknowledged the applicant's concerns and indicated it would revisit this issue
25 later in their discussion.

26 **Mark English** presented the applicant's position on the third issue of disagreement: Condition
27 #18 relating to Land Uses and Square footages. He went over the existing draft condition's
28 restrictions and explained the applicant requests that this condition language be expanded to give
29 more flexibility and less restrictions, and a longer view, and using the Equivalency Program
30 analyzed in the Final EIR, including up to 109,000 square feet of restaurant use.

31 In response to a question from Commissioner Gross, Director Thompson explained that having
32 the caps helps the Staff administer the center effectively over time, that it's a way to check land
33 uses against what is allowed in the entitlement, and is not related to the EIR. Mr. Thompson
34 added that the current mall Master User Permit does have a cap on medical uses. Planning
35 Manager Jester added a couple more points, that the existing center Resolution caps medical uses
36 by reference in the existing Resolution (land uses to be consistent with existing and traffic study,
37 project description) and that caps are helpful in maintaining a good balance of uses on the site and
38 well distributed throughout the whole site.

39 In response to Commissioner Andreani's stated concern about impacts and nuisances that might
40 result if the Resolution allows for up to 109, 000 square feet of restaurants, Director Thompson
41 indicated that staff including the Police Department, has evaluated up to 109,000 square feet of
42 restaurants; however Staff's concern is more about effective regulation of an entire range of uses
43 on the site.

In response to Commissioner Gross's inquiry as to if there is room for negotiation on the caps, Director Thompson indicated that currently there is an impasse with the developer in that Staff believes that the way to increase medical uses is to lower other square footage such as retail. Planning Manager Jester explained how the Equivalency Program works in adjusting medical uses, but how the caps help in administering the overall site's uses.

Chairperson Conaway stated that the issue of the caps is a decision point for the Commission. **Mr. English** suggested that this be resolved by establishing a cap as a starting point on existing uses, and then the Equivalency Program could be applied.

Mr. English concluded his presentation by submitting a packet of letters from persons in support of the project.

AUDIENCE PARTICIPATION

Chairperson Conaway invited the public to address the Commission.

Rick Schechter, 1900 Flournoy, background in commercial real estate, indicated he has no financial interest in the project, stated his concerns: that the rights of all the stakeholders in the center have not been minimized; that signage should not be blocked by parking structures; that the parking demand for electronic stores is higher than other retail and this should be considered.

Steve Packwood, Oak Avenue made three points: regarding signage, doesn't believe approving signs tonight before having a better understanding would do justice to the project; regarding EV charging stations, he is concerned that it is not clear as to when the maximum number of stations is attained; and regarding land uses he urged that the Commission hold to the staff recommendation. He concluded by reiterating that per his email, he is opposed to a variance on the height of parking structures, including for light poles.

Eric Svenson, 19 Village Circle; used to work for RREEF and is speaking as a concerned citizen, He agrees with statements made by speaker Schechter and cautions placement of a dog park near the Hacienda Building which he feels is a quality building.

Lisa Krigsman, 1031 33rd Street; in favor of the project but requests that certain issues be considered: the size and scope of the project is too big, with minimal economic benefit; believes no variances should be granted; is against big parking structures in the middle of the development, and believes that more surface parking should be provided; is very concerned about traffic intrusion into their neighborhood. She hopes that there can be some construction of sound walls as part of the mitigations.

Marilyn Hocum, 1035 33rd Street, regarding land uses, recommends accepting the Staff recommendation and asks that the land uses should be consistent with "green" policies; and asked that hours of operation can be established to address proximities to homes so that noise and other nuisances are avoided.

Neil Boyer, resident, urges the Commission to not approve the project because he believes that the scope is too big and will result in too much traffic, congestion and loss of open space. In addition there will be increased bulk given the three-story parking structures, pollution, trash, alcohol related nuisances and crime. He does not believe the economic benefit is a compelling argument that will off-set new demands on police and fire services.

Frank Allen, Faymont Avenue, regarding the EV stations stated he doesn't believe that the

1 suggested 75% utilization rate will work, and advises that the Commission utilize more control
2 over the triggering requirement for the applicant to install the stations to the maximum required.

3 **Richard Rizika**, 844 18th Street, with Mark Neumann is a managing member of the Hacienda
4 Building, 3500 Sepulveda Boulevard, representing eight additional families which have financial
5 interest in that building. He stated that he believes that the approval of the Final EIR at the prior
6 meeting has diminished the rights of the existing land owners, and has increased the entitlement of
7 RREEF. He is against a dog park next to 3500 Sepulveda which has a restaurant and professional
8 offices. He has no issue with increasing parking to accommodate an expansion of uses. He
9 requests that the Planning Commission not approve the plan until the issues have been resolved,
10 including the dog park and the rights diminishment issue.

11 **Mark Neumann**, owner of the Hacienda Building, thanked the Commission and believes that the
12 rights of the owners of 3500 Sepulveda Boulevard are being diminished while RREEF's are being
13 expanded. He stated that their appeal of the Final EIR action was a decision not taken lightly but
14 they did so because they felt they had to protect the interests of their investors. Regarding
15 parking, he feels that the only time it is bad is during the holiday season, and overall he is not
16 against the center's expansion. He noted that their site has a mortgage banker and he wonders if
17 this would be classified and regulated as a "bank" in the Master Use Permit.

18 There being no more speakers, Chairperson Conaway invited the applicant to speak and respond
19 to input received.

20 **Mark English**, RREEF, regarding condition 18, stated that he opposes the restrictions on land
21 uses in the draft Resolution beyond what is existing and believes that RREEF can address the
22 concerns of the Hacienda Building owners, and reiterated the need for flexibility.

23 In response to a question from Commissioner Ortmann, **Mr. English** stated that he is not
24 speaking directly on behalf of the Hacienda Building owners, regarding condition 18, but feels
25 that his suggested revision to this condition would provide a framework for resolving issues with
26 the Hacienda owners.

27 In response to a question from Commissioner Gross, **Mr. English** stated that 16,000 square feet
28 cap on medical use would be desired to resolve the land use issue with the Hacienda Building.

29 In response to a question from Chairperson Conaway, **Mr. English** stated that the current hours of
30 operation for the enclosed Mall are 10 am to 9 am weekdays, and 11 am to 7 pm on weekends,
31 and that hours for businesses outside the Mall vary, with CVS and Ralph's being open 24 hours
32 and restaurants outside the mall have the right to be open until 2:00 a.m.

33 In response to a request by Chairperson Conaway, Development Director Thompson stated that
34 the EIR, and the action by the Commission to certify the Final EIR does not give or take away any
35 land use rights of the developer or property owners. Further regarding the dog park, Mr.
36 Thompson explained that the area for a dog park is only set aside as a public space, and the
37 expectation is that there would be additional discussions before the use of the space is
38 implemented. Regarding hours of operation of restaurants, Mr. Thompson indicated that the Tin
39 Roof Bistro, which is part of 3500 Sepulveda Boulevard, would have an increase in hours with a
40 closing time of 2:00 a.m.

41 In response to a question from Commissioner Paralusz regarding the perceived taking away of
42 rights from the Hacienda Building, Director Thompson confirmed that new conditions can be
43 added to a Use Permit when additional uses are proposed, provided there is a nexus between the

condition and the proposal. Director Thompson stated further that the Hacienda Building would not be losing development rights compared to the current entitlement, and would be increasing some rights.

In response to question from Commissioner Paralusz regarding draft condition 38, Director Thompson stated that he was not sure what would be an appropriate percentage of utilization to trigger installation of EV charging stations, and suggested that there may be another option that does not apply a percentage and Staff could explore options for implementing a phased implementation.

A brief recess was taken and 9:10 pm, the Commission reconvened.

Chairperson Conaway explained the format of the draft Resolution, including the findings and conditions. He suggested, and there was a consensus, that the Commission proceed with their discussion of the Resolution section by section and come to an agreement as to what if any changes should be made.

Section I (Findings)

Finding M.1 (page 3): Commissioner Andreani suggested that the number of restaurant square feet be detailed (89,000 square feet maximum or 109,000 square feet maximum with Equivalency Program), however it was agreed to not add this information, because this is a finding, describing the project as opposed to a condition.

Finding M.1: Chairperson Conaway suggested that a brief description be added to "Equivalency Program" and it was agreed that Staff would add "as described in the project EIR" at the first mention of the Equivalency Program.

Finding R.1.c.(iv) Page 10, Chairperson Conaway suggested and it was agreed that the word "Mediterranean" be deleted.

The question arose from Commissioner Andreani, as to whether something about the phasing plan and timing, should be added to the Section 1 findings which are an overview, however Planning Manager Jester stated that this was not necessary at this point in the Resolution.

In response to a question from Commissioner Gross, Director Thompson stated that if there is any conflict between a finding and a condition, the condition would apply.

Page 16, the Finding on Community Resources, first paragraph, second sentence "enhance" should read "enhancement" and the last word in the second paragraph should be "waste". In the same paragraph, Chairperson Conaway suggested that, for clarification, in the first line after "LEED" words are to be added such as "the US Green Building Council, Leadership In Energy and Environmental Design as required by the Manhattan Beach Municipal Code".

Page 16, in the last line of 4(d) regarding lighting, in the last line: "Coe" should be "Code" and "with" should be "which".

Finding S.2.g. Page 23, Commissioner Andreani requested clarification and Planning Manager Jester responded that the word "most" is appropriate to accommodate the conceptual plan for Phase III and in paragraph h. that follows, the word "few" referring to elevator overruns is due to the fact that not all of the elevator runs will be at the maximum height of 56 feet. No changes were made to these paragraphs.

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SECTION 2: Conditions of approval

Procedural (Conditions 1 through 9)

Condition 8, Page 25, Chairperson Conaway suggested be revised to clarify to whom this chart is to be submitted as follows:

8. Tenant Space Chart. Upon submittal of any request for business license, or application for building permit, which involves the alteration or enlargement of any tenant space, the Applicant shall provide to the Community Development Department an up to date site-wide tenant space chart.....”

In response to a question from Commissioner Paralusz, Mr. English indicated that the applicant was in agreement with the procedural conditions 1 through 9.

Aesthetics (Conditions 10 through 12)

Condition 10.b. (landscaping): In response to a question from Commissioner Gross, Planning Manager Jester stated that the intent of this condition is for the entire site to be landscaped, including the parking structures, and that the ratio in this section is to ensure that a number of trees will be planted and that there will be landscaping on the top parking structure level.

Condition 10.d (lighting) After a brief discussion, it was agreed that this be revised as follows:

“d. All new light fixtures on the top levels of parking structures shall be no taller than 15 feet, shall utilize LED fixtures, and include shields to reduce glare. All other new exterior site lighting, except signage lighting, shall include shields as necessary to reduce glare so that there are no adverse impacts on surrounding residential properties.”

Condition 10.e (Security Plan) In response to a question from Commissioner Andreani as to whether some specific hours of operation should be specified for light dimming, Development Director Thompson suggested that this be left for the City Police Department to work out because it relates to public safety. A discussion followed, in which Commissioners Paralusz, Gross and Conaway indicated their agreement with that approach.

Condition 10.f: (lighting glare) Chairperson Conaway suggested clarification. After a discussion, Commissioner Paralusz suggested that 10.f be revised as follows:

“10.f The Applicant shall evaluate the feasibility of modifying or replacing ~~other~~ existing lighting fixtures on the Shopping Center property to reduce off-site illumination and be more energy efficient.”.

Condition 11: (Site-wide signs) , Page 27, the Commission agreed that the order of paragraphs a. (Fry’s signs) and c. (Sign Exception and Master Sign Program submittal) be reversed.

Condition 11.b: In response to a question from Chairperson Conaway, Planning Manager Jester clarified that the approval of the property owner for signs as referenced is consistent with current practice in that a property owner must provide approval when a sign company applies for a sign permit from the Community Development Department.

Land Use (Conditions 13 through 18)

Condition 13.c. Commissioner Gross noted that the following Staff suggested change, to which there was no objection:

“c. The Applicant shall provide a U-turn, traffic circle, or other connection at the Rosecrans Avenue entrance in the lower level parking lot with a minimum outside turning radius of 30 feet, to internally connect both drive aisles.”

Condition 15 (Phase III) In response to a concern from Commissioner Ortmann that this condition does not address the community's concerns, Development Director Thompson explained that this condition was included at the direction of the Commission at the June 26 meeting. Commissioners Conaway, Andreani, Paralusz and Gross expressed their support for this condition, with Commissioner Andreani stating she believes this condition is well written and Commissioner Gross stating that he believes the condition reflects the community's concerns about the location of the parking structure.

Condition 14.a. (Phase II - Northeast corner): In response to a question from Commissioner Andreani, Director Thompson clarified that the draft Resolution does not grant a Sign Exception to the replacement tenant at the Macy's Men's store.

Condition 16 (Development Area Envelopes and Maximum Heights): In response to a question from Commissioner Gross, Planning Manager Jester indicated that this condition does not grant a height variance. After a brief discussion it was agreed by the Commission that the wording of condition 16 not be changed.

Condition 18 (Land Uses and Square Footages):

The Commission discussed this condition at length. Commissioner Paralusz indicated she does not support the applicant's request because she believes that the community should be able to rely on a mix of uses for the Center, to ensure that the character of Manhattan Village reflects what is wanted by the citizens, and she stated further that the applicant has the right to submit an amendment to the Master Use Permit in the future.

Commissioner Andreani stated her concurrence that the use of caps for banks and medical offices not be lifted. However, she believes, based on public input, that an indoor movie theater should not be prohibited.

Commissioner Ortmann stated that he is comfortable with the Staff's position; however believes that focus should be more on encouraging rather than prohibiting certain uses.

In response to a question from Commissioner Gross, Director Thompson confirmed that if the existing medical offices near Rosecrans are vacated, the entire Hacienda Building would be able to assume that medical space. Commissioner Gross gave his opinion that in the long term, the Hacienda has good chance in getting more medical and offered a suggestion that a little more medical square footage be allowed to give the Hacienda the ability to expand medical use in the short term.

Commissioner Gross stated that he is in favor of caps on the banks and suggested that it be clarified as to whether the Hacienda mortgage office would be considered a "bank", to which Planning Manager Jester responded that the mortgage business at the Hacienda is a professional office and would not be affected by the bank cap. Ms. Jester additionally clarified that application

1 of an Equivalency Program would be reviewed by Staff, not the Planning Commission. She
2 indicated providing a balance of uses on the site, evenly distributed was important. Regarding
3 restaurants, Commissioner Gross wondered if the square footage of restaurants in 18.f is correct at
4 89,000 or should reflect the maximum of 109,000 with application of the Equivalency Program.
5 Planning Manager Jester indicated this would increase the parking requirement on site.

6 Chairperson Conaway indicated that he believes that the mall owners need a certain amount of
7 flexibility over time to deal with flux in the market and the caps may be too tight. The caps relate
8 to parking as well as regulating a correct balance of uses and while he believes banks are at the
9 maximum he is not sure about medical offices and other uses. He believes that there should be
10 more flexibility, and also that caution should be exercised about prohibiting uses such as indoor
11 theaters and personal improvements services.

12 Commissioner Paralusz indicated her support for keeping the caps as in the Resolution as written
13 by Staff, based on her concerns that non-retail uses do not produce sales tax revenue, that the main
14 character of the project, being a shopping center, remain retail and lastly that including other uses
15 may demand more parking which she is opposed to. As to the non-permitted uses, she supports
16 striking the second "c." Thereby allowing Commercial Recreation and Entertainment uses
17 because she believes this category would be compatible with a community mall. However, she
18 noted she would have to hear a reason for allowing Personal Improvement Services such as gyms
19 and dance studios.

20 Chairperson Conaway suggested one argument for allowing offices and Personal Improvement
21 Uses is that these types of uses attract more people who will populate and enliven the center.

22 Commissioner Andreani suggested that the comment about the caps being too tight should be
23 considered, but she supports capping restaurants at 89,000 square feet, is concerned about
24 approving more alcohol uses and favors clarifying the uses that would not be permitted.

25 Commissioner Ortmann indicated his agreement with the principal that the applicant needs some
26 flexibility and likes the idea that adding to the critical mass of the center is a good thing.

27 Based on the Commission's discussion, Development Director Thompson suggested that the cap
28 for medical use be raised by 7,000 square feet, and restaurant square footage could be raised to
29 109,000 square feet provided more parking is provided and obtains approval for equivalent land
30 uses and that c. under the non-permitted uses be eliminated. He indicated that the conditions need
31 to be easy to administer, and should be consistent with other recent approvals in town.

32 Condition 18 Straw vote: It was subsequently determined that there was agreement for revising
condition 18 by raising the medical and dental office square footage from 21,800 to 28,800 square
feet and deleting paragraph c. Commercial Recreation and Entertainment from the list of non-
permitted uses as follows:

"d. Offices, Businesses and Professional- 69,300 square feet maximum for Business and
Professional offices. Additionally, ~~21,800~~ 28,800 square feet maximum for Medical and
Dental offices (existing square footage rounded, 7,000 square feet additional allowed)".

"The following uses are not permitted by this Master Use Permit:

- a. Personal Improvement Services (Gyms, Dance studios, Trade schools, etc.)
- b. High traffic generating or parking demand land uses, including but not limited to, liquor
stores and convenience stores as determined by the Director of Community Development.
- c. ~~Commercial Recreation and Entertainment (Indoor Movie Theaters, bowling allways, ice~~

skating, etc.)
d. c. Bars”

Land Use (Conditions 19 through 25)

Conditions 22 and 23 (Restaurant hours/alcohol): Commissioner Andreani stated she is not comfortable with these conditions in that she favors requiring separate use permits for restaurants. Brief discussion followed, with Commissioners Paralusz, Ortmann and Gross supporting both conditions as written because: the setting of the shopping center is different from a stand-alone restaurant, the current Master Use Permit allows closing hour of 2:00 a.m. and flexibility is needed for the mall owner. Commissioner Conaway stated his agreement with the position of NOT requiring separate use permits for restaurants but indicated concern with condition 23, in that it allows expansion from beer and wine only licenses to full alcohol provided there is no retail bar and service is incidental to food.

In response to a question from Chair Conaway, Director Thompson clarified that Condition 23 expands alcohol use for some restaurants from beer to wine only to full alcohol.

Commissioners Paralusz, Gross and Ortmann responded that they were in agreement with condition 23 with expansion to full alcohol, on the basis that it provides parity among the restaurants, the owner has great incentive to keep this well controlled, and alcohol must be incidental to and in conjunction with the service of food.

Commissioner Andreani asked if there was support with controlling outdoor restaurant seating. It was explained by Planning Manager Jester that any outdoor seating is regulated and counted as part of the total footprint of seating area, provided there is table service and all restrictions to indoor seating would apply to the outside (similar to Islands) and therefore this concept was not explored further.

Condition 24 (Entertainment): Chairperson Conaway inquired as to a reference to a Class I Entertainment Permit and Planning Manager Jester responded that this is a current provision of the Municipal Code and in processing these permits, it would be determined whether any additional parking would be required.

Noise and Fire / Police (Conditions 26 through 32)

Condition 28.a.(Response Plan) Chairperson Conaway noted that Staff proposes a change, which was agreed to, as follows:

“a. Provide a minimum vertical clearance of 15 feet and horizontal clearance of 20 feet for Fire vehicle access under all bridges and other overhead structures on Village Drive, Cedar Way, Carlotta Way, Fashion Boulevard, and within the lower level parking lot. In the lower level parking lot, the horizontal clearance of 20 feet for Fire vehicle access is required in only one of the two drive aisles. This is intended to allow.....”

Condition 28.b: It was suggested by Chair Conaway and it was agreed that this condition be revised as follows:

“b. All parking structures shall provide a minimum vertical clearance as required by the current code at the time of Building Permit approval for disabled / ADA access at grade level. All parking structures shall also have the required stand pipes, sprinklers, hydrants, perimeter and internal access, gurney size elevators, and exterior stairs for Fire suppression.”

1
2 Condition 28.g: In response to a question from Commissioner Gross regarding intent,
3 Planning Manager Jester explained that this condition is a hold-over from the current Master
4 Use Permit relates to emergency exiting at a rear enclosed mall entrance. It was agreed that
5 Condition 28.g be revised as follows:

6
7 “g. The Applicant shall work cooperatively with the Fire Department to provide, if feasible, a
8 pedestrian ramp or at-grade access at the rear of the Mall existing enclosed Shopping Center
9 to facilitate the safe removal of patients from that location.”

10 Condition 30 (Security Cameras) Commissioner Andreani noted her preference for a manned
11 camera system out of concern that there may not be cell phone reception in the structures.
12 Planning Manager Jester noted that provisions regarding security cameras are addressed by a
13 requirement for the applicant to provide a Security Camera Plan and, to ensure cell phone
14 reception, there is a also a requirement for “repeaters or other devices” in Condition 31.

15 It was proposed by Commissioner Paralusz and agreed that Condition 30 be amended as follows:

16
17 “.....The City will review and approve the Plan, and the Applicant shall install the
18 improvements per the approved Plans. The approved Security Camera Plan shall be reviewed
19 annually by the City.”

20 **Transportation (Conditions 33 through 51)**

21 Condition 33 regarding Veteran’s Parkway: Commissioner Ortmann Gross suggested for
22 clarification, that the condition be amended as follows:

23
24 “33.to connect to the site. The Veteran’s Parkway Linkage Plan shall ~~consider~~ coordinate
25 with the construction of the improvements on the Shopping Center property and the Sepulveda
26 bridge widening project.”

27 Condition 34 (Bike and Pedestrian Plan) There was brief discussion; Commissioner Gross
28 indicated he would like the bike path to go all the way to Marine Avenue and noted that this issue
29 may also relate to Condition 50 l. Planning Manager Jester noted that because there is not enough
30 pavement width, the dedicated path extends to just beyond Ralph’s and then becomes a “sharrow”
31 between Ralph’s and Marine.

32 It was noted that Staff has submitted a revision to Condition 34 regarding a bike and pedestrian
33 plan and the Commission was in agreement with the submitted revision as follows:

34
35 “34. **Bicycle and Pedestrian Plan.** The Applicant shall submit a Bicycle and Pedestrian Plan
36 to provide bicycle and pedestrian improvements throughout the Shopping Center property
37 as depicted in the Approved Plans, including the perimeter of the property, with
38 interconnected walkway and bicycle networks and linkages to off-site improvements and
39 transit (including pavement treatment, raised intersections, improved pedestrian crossings,
40 bike parking, and arrows).A separate pedestrian pathway (maximum width of 6
41 feet clear) shall link the entire length of the lower level parking lot (Sepulveda Bridge to
42 Rosecrans Avenue).”

43 Condition 37: It was noted that Staff has submitted a revision regarding a Valet Parking Plan to
44 which the Commission agreed as follows:

“37. **Valet Parking Management Plan.** The Applicant shall provide a Valet Parking Management Plan to designate valet parking areas, circulation, hours, days, rates, validations, operations, terms, remote drop-off/pick-up location, signage, passenger drop-off and pick-up, implementation schedule, etc.The City will review and approve the Plan and the applicant shall implement the Plan during Phase I, in accordance with the approved implementation schedule in the Plan. If it is determined that the valet parking is not being fully utilized, the Applicant may modify or cease providing valet parking with the approval of the Director of Community Development.”

Condition 38 (EV Charging Stations) The Commission conducted discussion regarding amending this condition. The Commission unanimously agreed to the basic approach as proposed by the applicant whereby all conduit would be installed at the start of the project with a minimum number of stations, and the remainder of required stations being phased in based on their utilization. After discussing various options, the Commission directed that Condition 38 be revised by Staff to require a Charging Station Implementation Plan that requires the installation of a charging station at a rate of 1% minimum (8 stations) and a maximum of 3% (of total parking spaces) and that provides for phasing in the stations based on their utilization, and this Plan would be reviewed annually by Staff.

Condition 39 regarding Sepulveda Boulevard: It was noted that Staff has submitted a revision to the third paragraph to which the Commission agreed as follows:

“39. **Sepulveda Boulevard.** The retention, modification, relocation and/or removal of the existing Fry’s driveway off Sepulveda Boulevard that accesses the Northwest Corner parcel is subject to review and approval of Caltrans and the City Public Works, Fire, Police and Community Development Departments.

The Applicant shall reimburse the City the \$12,455 cost of the Caltrans required Traffic Stimulation Study that evaluated the impact of the Fry’s driveway to the traffic flow on Sepulveda Boulevard.

The retention, modification, ~~and/or~~ relocation, and/or removal of the existing Fry’s driveway off Sepulveda Boulevard that accesses the Northwest Corner may be phased as follows:.....”

Condition 40 (Rosecrans Avenue) It was noted that Staff has submitted revisions regarding Rosecrans Avenue and the Commission was in agreement with the submitted revision as follows:

40. **Rosecrans Avenue.** The Applicant shall provide an irrevocable offer to dedicate (IOD), for a new acceleration/deceleration lane and improved sidewalk on the south side of Rosecrans Avenue, beginning a minimum of 165 feet west of the future westernmost (~~Fry’s Phase III~~) driveway to the easternmost driveway off of Rosecrans Avenue prior to issuance of permits for Phase I. The IOD shall provide for a 12 foot curb lane width and 8 foot sidewalk; however, the sidewalk shall be continuous from Sepulveda Boulevard to Village Drive. The Applicant shall submit plans for the improvements to the Public Works, Fire, Police and Community Development Departments and the City Traffic Engineer, for review and approval, for the eastern portion serving as a turn lane into the lower level parking driveway with the submittal of plans for Phase 1. The Applicant shall submit plans for the improvements to the Public Works, Fire, Police and Community Development Departments and the City Traffic Engineer, for review and approval, for the portion adjacent to the westernmost (~~Fry’s Phase III~~) driveway and for the easternmost driveway portion not already constructed with the submittal of plans for Phase III, or six months from when Fry’s

1 vacates the site, whichever comes first. The City will review and approve the Plan, and the
2 Applicant shall dedicate the property and construct the improvements, or cause the
3 improvements to be constructed, per the approved plans with the construction of Phase I for
4 the eastern portion serving as a turn lane into the lower level parking driveway, and with the
5 construction of Phase III for the portion adjacent to the westernmost (~~Fry's~~ Phase III)
6 driveway.

7 Condition 42 (Rosecrans Avenue): Commissioner Ortmann suggested and it was agreed that for
8 clarity, the title only be revised as follows: **"42. Rosecrans Avenue Left-Turns-Prohibitions."**

9 Condition 44 (Village Drive/Rosecrans): It was noted that Staff has submitted revision to this
10 condition, and also, the Commission requested clarification of "building final" as follows:

11 "44. **Village Drive at Rosecrans Avenue.** The Applicant shall provide an irrevocable offer to
12 dedicate (IOD) at the southwest corner of Rosecrans Avenue and Village Drive to
13 accommodate improvements for future dual-left turn lanes and improved truck-turning radii
14 from westbound Rosecrans Avenue to southbound Village Drive provided that the
15 dedication and improvements will not impact the structural integrity or conformance with
16 applicable Codes of the Medical Building at 1200 Rosecrans Avenue. The IOD and a
17 concept plan for the improvements shall be submitted to the Public Works and Community
18 Development Departments, and the City Traffic Engineer, prior to the first building ~~final~~
19 permit being completed (building permit final) for Phase I, and shall include a schedule for
20 the completion of the improvements. The City will review and approve the Plan, and
21 the Applicant shall dedicate the property and construct, or cause to be constructed, the
22 improvements during construction of Phase II and/or as otherwise provided in the approved
23 Plan."

24 Condition 45: It was agreed to clarify "building final" as follows:

25 "45. **Village Drive at Rosecrans Avenue (future).** The Applicant shall provide an irrevocable
26 offer to dedicate (IOD) to provide for future road and sidewalk widening including a dedication
27 on Rosecrans Avenue, to accommodate a wider (6 foot to 8 foot) sidewalk, landscaping, disabled
28 access ramps, traffic signal and utility modifications and other improvements on Village Drive
29 and Rosecrans Avenue, as determined feasible from Traffic Engineering standards prior to the
30 first building ~~final~~ permit being completed (building permit final) for Phase I.....to fund
31 the construction of the improvements."

32 Condition 47 (Rosecrans/Village Drive U-turns) It was noted that Staff has submitted revision to
this Condition, and the Commission agreed as follows:

"47. **Rosecrans Avenue U-turn at Village Drive.** The City and the Applicant will work
cooperatively to secure a "U-Turn" movement from eastbound Rosecrans Avenue at Village
Drive ~~if the intersection is fully signalized~~, and if the U-turn can be designed to Traffic
Engineering standards, all safety criteria is met, and traffic flow is not significantly
impacted. The Applicant is not required to install these improvements; however, if the
Applicant seeks to install these improvements, the Applicant shall submit plans for the
improvements to the Public Works, Police, Fire and Community Development Departments
and the City Traffic Engineer, for review and approval. Any portions of the improvements
within another jurisdiction shall also require a permit from that jurisdiction. The City will
review and approve the plan, and the Applicant shall install the improvements per the
approved plans."

Condition 50 k.: (Traffic) It was discussed and agreed to revise as follows:

“k. The Applicant shall provide a U-turn, traffic circle or other connection at the Rosecrans Avenue entrance in the lower level parking lot with a minimum outside turning radius of 30 feet to internally connect both drive aisles.”

Condition 50.l, Planning Manager Jester noted that the applicant has asked for a change relating to an internal two-way drive aisle. After a brief discussion, it was agreed that this condition be amended as follows:

“l. Northbound left-turn pockets shall be provided on Carlotta Way at 27th and 30th Street entry points. An east-west two-way internal drive aisle shall be provided as far south as possible at ~~30th Street~~ between Carlotta Way and Cedar Way. No dead-end aisles may be permitted.”

Condition 51 (Transit Plan) Chairperson Conaway initiated discussion, indicating his concern that the condition does not have strong enough incentive for enhancing public transit service. Development Director Thompson explained the intent of the condition is to require the applicant to make improvements in the event that a transit provider wants to bring service on to the center property. After a brief discussion it was agreed that Condition 51 be revised as follows:

“51. Transit Plan. The applicant shall submit a Transit Plan to provide a transit route through the Shopping Center property between Rosecrans Avenue and Village Drive via Fashion Boulevard with the plans for Phase II. The plans for Phases II and III shall be consistent with the Transit Plan. The Applicant shall coordinate with transit providers and the City to provide a transit route through the Shopping Center including cooperating on grant applications and the design and implementation of improvements within the Shopping Center property to accommodate the transit route. If a transit provider seeks agrees to route through the Shopping Center, the Applicant shall make the necessary improvements within the Shopping Center site to accommodate transit through turning radius, clearance, transit stops, shelters, linkages, signages, and similar improvements. Public transit improvements as detailed above, shall be installed on the property, and on adjacent public property if feasible, providing connectivity on and off-site with transit, pedestrians and bikes. If a transit provider desires agrees to route through the Shopping Center, the Applicant shall construct the improvements, or cause the improvements to be constructed, per the approved Plan.”

Waste Water (Conditions 52 through 54) - No changes were made.

Special Conditions from Prior Approvals – 3500 Sepulveda (55 through 64)

Condition 55: First line of Condition 55 strike “be” (...”shall be work”)

Condition 58 (Tin Roof) It was agreed to revise consistent with changes made in conditions 44 and 45 as follows:

“58. Prior to the issuance of a Certificate of Occupancy or building permit completion (a building final) the owner of the Tin Roof Bistro shall obtain approval from the State Department of Alcoholic Beverage Control (ABC).....conditions of the approval.”

The question arose as to whether the applicant is in agreement with these conditions, to which Planning Manager Jester responded that the applicant has not voiced any objection.

1 Condition 11: Master Sign Program: Having completed its review of individual conditions in the
2 Resolution, Chairperson Conaway invited discussion as to whether the Commission should take
3 action on the overall Master Sign Program tonight as requested by the applicant Commissioner
4 Paralusz suggested that the Commission defer action on the Signage Program and Exception as
5 suggested by Staff because the Commission has not had an opportunity to review and understand
6 the material sufficiently. It was determined that no change to the draft Resolution is needed, and
7 by a straw vote, the Commission agreed to defer signage to a later date.

8 At this time, Chairperson Conaway invited each Commissioner to make general comments about
9 the project.

10 Commissioner Gross stated that he believes that the applicant is contributing a lot especially in
11 terms of the IOD's (Irrevocable Offers of Dedication) and hopes this is passed on to the City
12 Council. He emphasized how important over 10 hours of public testimony during seven hearings
13 was to the process and this had a positive effect on the community impact of the project. He
14 stated that the applicant has been very cooperative and he believes this speaks well to how this
15 project will go forward. He believes that by far, the two most important issues to the public are
16 traffic and the parking structures. He noted that while present traffic is bad, the traffic study
17 convinced him the project does not make it worse and with street improvements from the IODs
18 and changed commercial uses it's possible that project could make traffic better than it is now. He
19 noted that there have been considerable changes and improvements to the parking structures with
20 all of them now looking like store buildings, with top lights probably invisible from Oak Street
21 and the south structure greatly changed and improved.

22 Commissioner Andreani thanked the applicant for working with the public, City staff and the
23 Commission for such a long period of time. She said that the concerned involvement of all is
24 appreciated. She stated that she continues to have concern with traffic impacts, especially on
25 Marine Avenue heading west, some of the land use issues, as well as issues raised by Oak Avenue
26 residents. Referring to the proposed Conditions, she thanked everyone for working through the
27 complex and lengthy Resolution.

28 Commissioner Paralusz thanked staff for all their work in the last year and the applicant for being
29 flexible and listening to the public's comments. She also thanked members of the public for their
30 attendance and valuable input. She believes that the Commission has vetted all issues thoroughly
31 and that the applicant has mitigated the main issues. While there will not be 100% agreement on
32 this project she believes that when it is finally completed the community will be proud of it, and
the project will be family friendly. She is proud to be on the Commission and have had the
opportunity to be part of the public hearing process.

Chairperson Conaway echoed the comments of his fellow Commissioners and encouraged the
applicant to continue to look for advantages that are unique to this community and to carry on a
passion for the project.

A motion was MADE and SECONDED (Gross/Paralusz) to **APPROVE** the attached
Resolution for the Manhattan Village Shopping Center Enhancement Project, Master Use
Permit Amendment and Variance (Building Height), located on the east side of Sepulveda
Boulevard between Rosecrans Avenue and Marine Avenue (2600 – 3600 Sepulveda Boulevard
and 1220 Rosecrans Avenue) subject to revised findings and conditions.

YES: Andreani, Gross, Paralusz, Chairperson Conaway
NOES: Ortmann
ABSENT: None

ABSTAIN: None

Development Director Thompson announced that August 20th is the tentative date that the Council will consider the Manhattan Village Master Use Permit, Final Environmental Impact Report, Variance and Sign Exception/ Sign Program.

In response to the Commission's inquiry, Commissioner Ortmann stated that he voted "no" on the motion because he felt that there were a number of important issues that were not resolved by the applicant.

5. DIRECTOR'S ITEMS:

Development Director Thompson reported two items:

- At its September 17th meeting, the City Council will consider the Planning Commission's recommended Mansionization code amendments, but tabled the open space amendment.
- Next Wednesday night there is a town hall meeting on the topic of the Chevron property on Rosecrans, and the public is invited to participate. The purpose is for residents to have an opportunity to ask Chevron any questions about their site.

6. PLANNING COMMISSION ITEMS

Commissioner Gross inquired as to whether he needs to keep any of the past material he received for the Manhattan Village public hearing, to which Director Thompson indicated no, that there is no requirement for the Commissioners to keep the materials. One option is that Commissioner Gross could give the materials back to Staff for potential use at the next series of hearings.

Commissioner Ortmann inquired as to whether there will be an August 14th meeting, to which Director Thompson indicated that that decision is yet to be made, but likely that meeting will be cancelled.

7. TENTATIVE AGENDA - August 14, 2013

No tentative agenda was presented.

8. ADJOURNMENT

The meeting was adjourned at 12:30 a.m. to Wednesday, August 14, 2013, in the City Council Chambers, City Hall, 1400 Highland Avenue

ROSEMARY LACKOW
Recording Secretary

ATTEST:


RICHARD THOMPSON
Community Development Director



September 5, 2013

Mark English, Vice President
RREEF Management LLC
101 California Street, 26th Floor
San Francisco, CA 94111
Tel 415-262-2089
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Mark.English@db.com

VIA EMAIL

Mayor Lesser and Councilmembers
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

September 3, 2013
City Council Agenda Item No. 16
13-0444

**Re: Manhattan Village Shopping Center Enhancement Project; Planning
Commission Resolution No. PC 13-10: Master Sign Program**

Honorable Mayor Lesser and Councilmembers:

On August 9, 2013, RREEF America REIT II Corporation BBB ("RREEF") appealed, in part, the City of Manhattan Beach ("City") Planning Commissions Resolution No. PC 13-10 (the "Resolution") approving the Manhattan Village Shopping Center Enhancement Project ("Project") with Conditions of Approval. As stated in the appeal, over the past several years, RREEF has worked extensively with City staff and the community to develop the Project. RREEF worked closely with Department of Community Development staff to resolve many issues related to the Conditions of Approval. Our appeal is limited to two, unresolved Conditions of Approval, which are of major importance to RREEF. This letter addresses Condition of Approval No. 11 regarding RREEF's proposed Master Sign Program for the Project. We respectfully request that the City Council modify Condition of Approval No. 11 to approve RREEF's proposed Master Sign Program.

RREEF proposed a Master Sign Program as an integral component of the Project. Signs are essential to attract new tenants and visitors to the Shopping Center. Included as Exhibit A to this letter is the proposed Master Sign Program. We look forward to presenting the Master Sign Program to the City Council at the upcoming public hearings on the Project.

At the June 26, 2013, Planning Commission hearing, Staff recommended that the Planning Commission approve the Master Sign Program as part of the Project. At the July 24, 2013, Planning Commission hearing, Staff modified its approval recommendation and recommended that the Planning Commission defer action on the Master Sign Program and instead address it at a future, separate meeting. However, Staff included in the July 24, 2013, Staff Report alternate draft Findings and an alternate Condition of Approval No. 11 to provide the Planning Commission with the option to approve the Master Sign Program. The Planning Commission approved the version of Condition of Approval No. 11 that deferred consideration and/or approval of the Master Sign Program to future Planning Commission proceedings.

Included as Exhibit B to this letter are the alternative Findings and the alternative Condition No. 11 presented as an option to the Planning Commission (Attachment B to the July

September 5, 2013

Page 2

24, 2013, Staff Report, Suggested Sign Program Findings and Conditions if Sign Exception and Master Sign Program is Approved). As stated in the Findings included as Exhibit B, the Master Sign Program is consistent with the Community Commercial and General Commercial zoning for the Shopping Center since it will provide uniform site signage that is attractive, and obsolete signs will be removed. Indeed, the Findings state that the signage will be of high quality and attractive materials, blending with the architectural theme of the Project while enhancing and supporting the retail, commercial environment on Sepulveda Boulevard. Moreover, much of the signage is on the interior of the Shopping Center site and is not visible from rights-of-way or surrounding properties. As stated in the Findings, the enhanced signage will not impact pedestrians, drivers, passengers, or adjacent residential land uses.

As noted above, Staff included in the July 24, 2013, Staff Report an alternate Condition of Approval No. 11 to approve the Master Sign Program. RREEF asks that the City Council approve the alternate Condition No. 11 with some modification provided in Exhibit C to this letter. Exhibit C proposes additional language to suggested Condition of Approval No. 11 to authorize those businesses with storefronts interior to the Shopping Center, but which have building faces along Marine Avenue, Sepulveda Boulevard, Rosecrans Avenue, or Village Drive to install business signs on the perimeter street sides of the building. This will ensure that these businesses are not disadvantaged in terms of advertising vis-a-vis those businesses whose storefronts and business signs face exterior streets.

We appreciate your consideration of the proposed Master Sign Program and respectfully request that you modify Condition of Approval No. 11 to approve RREEF's proposed Master Sign Program.

Sincerely yours,



Mark English

cc: Richard Thompson, Community Development Director
Laurie B. Jester, Planning Manager
Quinn Barrow, City Attorney, Richards Watson Gershon
Philip Pearson, RREEF
Charles E. Fancher, Jr., Fancher Partners LLC
Peter J. Gutierrez, Latham & Watkins
Beth Gordie, Latham & Watkins

Exhibit A
Master Sign Program

**MANHATTAN
VILLAGE**
3200 SEPULVEDA AVENUE
MANHATTAN BEACH, CA 90266

**MASTER SIGN PROGRAM
JULY 24, 2013**

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- 1.0 Criteria
- 2.0 Sign Location Plan
- 3.0 **A** Pole Sign
 - 3.1 **A2 - AB** Pole Signs
- 4.0 I.F. Parking Deck Entry Signage
- 5.0 II.E. Parking Deck Tenant Identification Signage
- 6.0 **P** Exhibit 'A', MVSC Sign Inventory & Worksheet

PREPARED BY
SCOTT | AG
SCOTT AG, LLC
ENVIRONMENTAL GRAPHICS
1725 NORTH EDOUARD AVENUE
SANTA ROSA, CA 95404

OWNER
RREEF
Real Estate Investment Managers
RREEF AMERICA, L.L.C.
701 PINE STREET, SUITE 975
SEATTLE, WA 98101

INTENT / APPROVAL & COMPLIANCE

INTENT

This Master Sign Program (MSP) outlines guidelines for signage and graphics within the Manhattan Village Shopping Center project. All existing and future exterior signage within the project must be in substantial compliance with the conditions set forth within this MSP, the Title 10 - Planning and Zoning, Part IV - Site Regulations, Chapter 10.72 - Sign Code (Sign Code), or by a sign exception granted by the City of Manhattan Beach. All permitted exterior signage existing as of July 24, 2013 noted in Exhibit 'A': MVSC Sign Inventory & Worksheet shall be recognized as legally established and consistent with the Master Use Permit, Resolution Number PC-xx dated 7-24-13.

The total area of signage allowed on the exterior of the project will be 9,500 sq. ft. Sign areas shall be calculated per the Sign Code. The sign area of all Project and Tenant Identification signs will be counted against the total sign area allowed for the project. The sign area of Project Directional & Temporary signs will not be counted against the sign area allowances.

The following sign types will be included:

- A-1.A: Pole Signs
- B-1.B: Project Identification Monument
- C-1.C: Project Identification/Multi-Tenant Monument Signs
- D-1.D: Project Identification Wall Signs
- T-11.A: Tenant Monument Signs
- 11.B: Department Store Wall Signs
- 11.C: Anchor Tenant Wall Signs
- 11.D: Exterior Retail Tenant Wall Signs
- 11.E: Parking Deck Tenant Identification Signage

References to plans, figures, and drawings included here are for example only. City of Manhattan Beach review for a substantial conformance to this MSP is required (Administrative Sign Permit Review, MBMC 10.72.110).

APPROVAL & COMPLIANCE

All signage within the project shall meet the criteria established in the City of Manhattan Beach — Sepulveda Boulevard Development Guidelines. All signs shall be compatible with their related buildings and not crowded within the architecture or sign structure. Any signage which does not meet these criteria shall be disallowed or abated at tenant expense.

All exterior signage requires Landlord approval, City approval (Administrative Sign Permit Review, MBMC 10.72.110), and a City of Manhattan Beach building permit prior to installation. Interior signage requires Landlord approval and appropriate City of Manhattan Beach building permits. Tenant shall submit plans, elevations and details of all proposed signage to the owner prior to submission to the City. Upon approval, Landlord will stamp drawings for tenant submission to the City.

The Landlord may, with the approval of the City of Manhattan Beach, allow for changes to the locations, quantity, and design of signs included in this MSP. All signage must remain within the height and area guidelines established in this MSP.

I. EXTERIOR PROJECT IDENTIFICATION

This MSP includes provisions for the following Exterior Project Identification Signage within the project:

A. POLE SIGNS (8)

Eight Pole signs will be allowed in the project located per the attached plan. Pole sign A1 at the corner of Sepulveda Blvd. and Rosecrans Ave. shall be up to 30 ft. in height above adjacent street grade. Pole signs A2-A8 will not exceed 15 ft. 6in. in height from adjacent street grade. Sign area for this sign type does count towards the 9,500 ft. maximum total signage.

Four (4) existing Manhattan Village Shopping Center pole signs conform to the provisions of this section. Three (3) pole signs currently on the Fry's site will remain in place until Fry's ceases operations. These signs will be replaced with three (3) pole signs which conform to the provisions of this section. One (1) new pole sign will be added on the Hacienda site which will conform to the provisions of this section.

Pole signs may include up to 4 tenant names on each face. Tenant names may be individual letters or sign cabinets. Tenant and Project Identification elements may be internally or externally illuminated.

Pole sign A1 shall have sign area of no greater than 80 sq. ft.* (20 sq. ft. / face) for project identification and 384 sq. ft.* (96 sq. ft. / face) for tenants.

Pole signs A2-A8 shall have sign area of no greater than 80 sq. ft.* (20 sq. ft. / face) for project identification and 240 sq. ft.* (60 sq. ft. / face) for tenants.

*Area calculated at 4x area of a single face per MBMC.

B. PROJECT IDENTIFICATION MONUMENT SIGNS (3)

Three Project Identification monument signs shall be allowed in the project located per the attached plan. These signs shall not be greater than 6' in height from adjacent street grade and shall include no more than 60 sq. ft. of copy area (30 sq. ft. / face). These signs may internally

or externally be illuminated. These signs shall include project identification, leasing information, and directional information only. The sign area for this sign type does count towards the 9,500 ft. maximum total signage.

C. PROJECT IDENTIFICATION/ MULTI-TENANT MONUMENT SIGNS (2)

Two Project Identification / Multi-Tenant monument signs shall be allowed in the project located per the attached plan. These signs shall not be greater than 6 ft. in height from adjacent street grade and shall not be larger than 80 sq. ft. (40 sq. ft. / face). These signs may internally or externally be illuminated. These signs shall include project identification and up to 6 tenant names or logos. Sign area for this sign type does count towards the 9,500 ft. maximum total signage.

D. PROJECT IDENTIFICATION WALL SIGNS

Project Identification Wall signs shall be allowed at each entry to the enclosed mall portion of the project (2 existing) and at retail village areas (as may be approved). Project identification signage may include letters (up to 18 in.) and logo forms (up to 3 ft. 0 in. x 3 ft. 0 in.). Signs may be internally or externally illuminated. Total sign area not to exceed 40 sq. ft. per location. Sign area for this sign type does count towards the 9,500 ft. maximum total signage.

E. PROJECT BANNERS

Decorative banners shall be allowed attached to light poles at or near entries to enclosed mall and in retail village areas. Banners may include project branding and decorative artwork.

Banners on light poles greater than 30 ft. in height may be up to 9 sq. ft. each mounted in pairs on light poles (18 sq. ft. total per side).

Banners on light poles less than 30 ft. in height may be up to 4 sq. ft. each mounted in pairs on light poles (8 sq. ft. total / side). Sign area for

this sign type does not count towards the 9,500 ft. maximum total signage.

F. PARKING DECK ENTRY SIGNAGE

One Entry Identification sign and one Digital Parking Counter sign per vehicular entry to parking decks shall be allowed. Parking Deck Entry sign may not include project identification. Parking Deck Entry signs may include project decorative motifs along with parking entry identification. Parking Deck Entry signs shall not exceed 100 sq. ft. in area. Signs may be internally or externally illuminated. Sign area for these sign types does not count towards the 9,500 ft. maximum total signage.

Digital Parking Counter signs will display the number of spaces available by garage and level. Sign area for this type of sign does not count toward the 9,500 sq. ft. maximum total signage.

G. DIRECTIONAL SIGNAGE

Directional signage for vehicles, bicycles and pedestrians will be allowed at or near entries and exits to project and at intersections within the project for the purpose of aiding safe and efficient flow of traffic. Signs will be ground mounted or wall mounted. Signs shall be a maximum of 6 ft. in height. Signs will be a maximum of 12 sq. ft. / face. Signs will include direction to local streets, parking structure entries and department or anchor store names as wayfinding landmarks. Use of tenant logos will not be allowed. Signs may be internally or externally illuminated. Sign area for this sign type does not count towards the 9,500 ft. maximum total signage.

H. TEMPORARY A-FRAME SIGNAGE

Tenants and the MVSC will be allowed to display portable sign holder stands in retail village areas. Signs shall not exceed 42 in. tall x 24 in. wide. Signs shall not be legible from Sepulveda Boulevard, Rosecrans Avenue or Marine, these signs shall be governed by a temporary sign program which will allow signs 365 days / year. Sign area for this sign type does not count towards the 9,500 ft. maximum total signage.

II. EXTERIOR TENANT IDENTIFICATION

A. TENANT MONUMENT SIGNS (12) **T**

Shall be designed and constructed within the standards referenced above as well as the MBMC 10-72.

Freestanding signs shall be limited to 30 sq. ft. / side. Twelve tenant monument signs shall be allowed per the attached plan. Signs may include tenant name, building name, or multiple tenants within a building. Signage surface area does count towards the 9,500 ft. maximum total signage.

B. DEPARTMENT STORE WALL SIGNS

Tenants or a group of tenants occupying a space with GLA of greater than 65,000 sq. ft. are considered Department Store tenants. Department Store Tenants will be allowed wall signs of up to 150 sq. ft. each on two elevations (300 sq. ft. total per tenant).

Note: A Sign Exception is granted for a department store wall sign for the space currently occupied by Macy's Men's and Home allowing signs of up to 300 sq. ft. each on two elevations (600 sq. ft. total).

Wall signs may be sign cabinets or individual letters. Signs shall be internally illuminated. Signage surface area does count towards the 9,500 ft. maximum total signage.

C. ANCHOR TENANT WALL SIGNS

Tenants or a group of tenants occupying a space with gross leasable area (GLA) of greater than 17,500 sq. ft. up to 64,999 sq. ft. are considered Anchor Store tenants. These tenants are allowed wall signs of up to 150 sq. ft. on two elevations (300 sq. ft. total per tenant). Wall signs may be sign cabinets or individual letters. Signs shall be internally illuminated. Signage surface area does count towards the 9,500 ft. maximum total signage.

D. EXTERIOR RETAIL TENANT WALL SIGNS

Tenants shall be allowed a wall sign on each elevation of their building per the MBMC. Signage surface area does count towards the 9,500 ft. maximum total signage.

No signs are permitted on the east elevation of buildings along The east property line from Parkview Ave. to Marine Ave.

E. PARKING DECK TENANT IDENTIFICATION SIGNAGE

Department Stores and Anchor Stores will be allowed to install signage on up to 2 faces on each of the Village South, Village North, Northeast Macy's and Northwest Parking Decks. Signs may be up to 60 sq. ft. Signs may be internally or externally illuminated. Signage surface area does count towards the 9,500 ft. maximum total signage.

All tenant signage on parking structures shall be accessory to the structure through the design, color, location, size, and lighting. Any tenant signage on a parking structure shall have a locational relationship and proximity between the parking structure and the tenant. All tenant signage on parking structures shall be compatible with the architectural design features on the subject structure on which the signage is proposed.

III. INTERIOR TENANT IDENTIFICATION

Enclosed mall interior signage requires Landlord approval and appropriate City of Manhattan Beach building permits. These signs (project ID or tenant) will not be counted against the total sign allowance for the MVSC.

IV. CITY OF MANHATTAN VILLAGE GATEWAY ELEMENT

M. GATEWAY ELEMENT

A City of Manhattan Gateway Element may be located at the Northwest corner of the project. This element may be up to 46 ft. above grade. Sign area for this sign type does not count towards the 9,500 ft. maximum total signage. The Gateway Element may not include any advertising. The design of the Gateway Element is subject to the approval of the City of Manhattan Beach.

SIGN LEGEND

- A** POLE SIGN
- B** PROJECT I.D. MONUMENT
- C** PROJECT I.D./MULTI-TENANT MONUMENT SIGN
- D** PROJECT I.D. WALL SIGN
- T** TENANT MONUMENT SIGN
- M** GATEWAY ELEMENT
- NEW SHOP WALL SIGNS**
- P** PARKING DECK TENANT I.D. SIGN
- E** PARKING COUNTER SIGN
- F** PARKING DECK ENTRY SIGN

LEGEND:

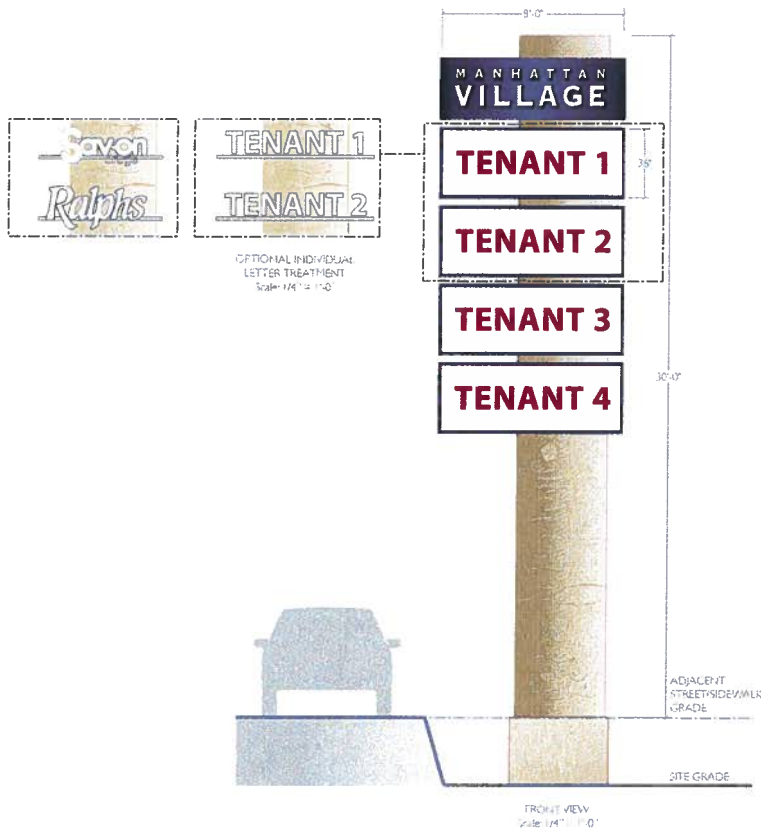
- Existing Mall
- Existing Retail
- Expansion Space (1 Level)
- Expansion Space (2 Level)
- Building Heights
- XXX Parking Count
- MVSC Property Boundary
- Component Boundary



MANHATTAN VILLAGE - MASTER SIGN PROGRAM

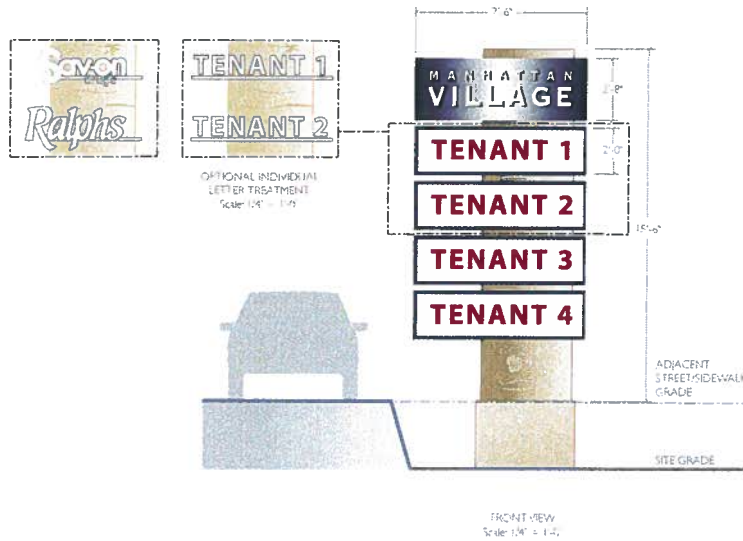
PROPOSED SIGN LOCATIONS

2.0



CRITERIA	
SIGN AREA	
Project I.D. Sign Area:	8'-0" x 2'-6" = 80 sq. ft. / face!
Tenant I.D. Sign Area:	8'-0" x 3'-0" x (4) = 96 sq. ft. / face!
*Area calculated at 4x area of a single face per MBMC.	
MATERIALS	
Project I.D.:	Fabricated aluminum cabinet, internally illuminated
Tenant I.D.:	Fabricated aluminum cabinet, internally illuminated

***THESE DRAWINGS ARE DIAGRAMMATIC AND INTENDED ONLY TO ILLUSTRATE THE DIMENSIONS, PROPORTIONS, AND GENERAL CONTENT OF THIS SIGN TYPE. ALL EXTERIOR SIGNAGE REQUIRES CITY OF MANHATTAN BEACH APPROVAL (ADMINISTRATIVE SIGN PERMIT REVIEW, TITLE 10 - PLANNING AND ZONING, PART IV - SITE REGULATIONS, CHAPTER 10.72 - SIGN CODE), AND A CITY OF MANHATTAN BEACH BUILDING PERMIT PRIOR TO INSTALLATION.**



CRITERIA	
SIGN AREA	
Project I.D. Sign Area:	7'-6" x 2'-8" = 80sf (120 sq. ft. / face)
Tenant I.D. Sign Area:	7'-6" x 2'-0" x (4) = 240sf (60 sq. ft. / face)
*Area calculated at 4x area of a single face per MBMC.	
MATERIALS	
Project I.D.:	Fabricated aluminum cabinet, Internally illuminated
Tenant I.D.:	Fabricated aluminum cabinet, Internally illuminated

***THESE DRAWINGS ARE DIAGRAMMATIC AND INTENDED ONLY TO ILLUSTRATE THE DIMENSIONS, PROPORTIONS, AND GENERAL CONTENT OF THIS SIGN TYPE. ALL EXTERIOR SIGNAGE REQUIRES CITY OF MANHATTAN BEACH APPROVAL (ADMINISTRATIVE SIGN PERMIT REVIEW, TITLE 10 - PLANNING AND ZONING, PART IV - SITE REGULATIONS, CHAPTER 10.72 - SIGN CODE), AND A CITY OF MANHATTAN BEACH BUILDING PERMIT PRIOR TO INSTALLATION.**



SOUTH DECK
Scale: 1/8" = 1'-0"

*THESE DRAWINGS ARE DIAGRAMMATIC AND INTENDED ONLY TO ILLUSTRATE THE DIMENSIONS, PROPORTIONS, AND GENERAL CONTENT OF THIS SIGN TYPE. ALL EXTERIOR SIGNAGE REQUIRES CITY OF MANHATTAN BEACH APPROVAL (ADMINISTRATIVE SIGN PERMIT REVIEW, TITLE 10 - PLANNING AND ZONING, PART IV - SITE REGULATIONS, CHAPTER 10.72 - SIGN CODE), AND A CITY OF MANHATTAN BEACH BUILDING PERMIT PRIOR TO INSTALLATION.



NORTHEAST DECK
Scale: 3/16" = 1'-0"

P PARKING DECK TENANT I.D. SIGN
NOT TO EXCEED 60 SQ. FT. PER MSP

*THESE DRAWINGS ARE DIAGRAMMATIC AND INTENDED ONLY TO ILLUSTRATE THE DIMENSIONS, PROPORTIONS, AND GENERAL CONTENT OF THIS SIGN TYPE. ALL EXTERIOR SIGNAGE REQUIRES CITY OF MANHATTAN BEACH APPROVAL (ADMINISTRATIVE SIGN PERMIT REVIEW, TITLE 10 - PLANNING AND ZONING, PART IV - SITE REGULATIONS, CHAPTER 10.72 - SIGN CODE), AND A CITY OF MANHATTAN BEACH BUILDING PERMIT PRIOR TO INSTALLATION.

MANHATTAN VILLAGE - MASTER SIGN PROGRAM

MVSC Sign Inventory Worksheet 7/24/13

All totals expressed as Square Feet (s.f.) unless otherwise noted.

Line #	Tenant/Area	Sign Type	Description	Notes	Quantity	Sq Ft	Total	New/Existing	Relocate/Demo	Sq Ft Used
1	Existing Signage South of Fry's Site 1/1/13	Pole	Pole Sign (20 s.f./face & 60 s.f./face) 80 x 2 x 2	A6-A8	3	320	960	Existing	-	960
2	Medical Building	Pole	Pole Sign (20 s.f./face & 60 s.f./face) 80 x 2 x 2	A3	1	320	320	Existing	-	320
3	Medical Building	Ground	(1) 50 s.f. (1) 17 s.f.	T1, T2	2	57	57	Existing	-	57
4	Med Off Bldg Parking Lot	Ground	Tenant Monument Signs	T3 - See line #70	2	30	30	Existing	Relocate Ph 2	30
5	Full Front	Wall	Project ID Wall Signs	D	2	40	80	Existing	-	80
6	Macy's Fashion Store (Anchor)	Wall	(2) 150 s.f.	See line #73	2	150	300	Existing	Relocate Ph 2	300
7	Macy's Men's & Home (Anchor)	Wall	(2) 300 s.f.	See line #76	2	300	600	Existing	-	600
8	Islands	Wall	(1) 100 s.f.		1	100	100	Existing	-	100
9	Islands	Ground	(1) 21 s.f.		1	21	21	Existing	-	21
10	Tommy Bahama's	Wall	(2) 32 s.f.		2	64	64	Existing	-	64
11	Corner Bakery	Wall	(1) 30 s.f. (1) 10 s.f.		2	40	40	Existing	-	40
12	Talbots	Wall	(1) 30 s.f.		1	30	30	Existing	-	30
13	Destination Maternity	Wall	(1) 40 s.f.		1	40	40	Existing	-	40
14	Ralph's (Anchor)	Wall	(2) 130 s.f.		2	260	260	Existing	-	260
15	CVS (Anchor)	Wall	(1) 131.5 s.f.		2	263	263	Existing	-	263
16	Corner Cleaners	Wall	(1) 30 s.f.		1	30	30	Existing	-	30
17	Jenny Craig	Wall	(2) 20 s.f.		2	40	40	Existing	-	40
18	Super Sports	Wall	(1) 30 s.f. (1) 25 s.f. (2) 20 s.f.		3	95	95	Existing	-	95
19	Super Cuts	Wall	(1) 15 s.f.		1	15	15	Existing	-	15
20	Open Sesame	Wall	(1) 30 s.f. (1) 27.5 s.f.		2	57.5	57.5	Existing	-	57.5
21	Great Earth Vitamins	Wall	(1) 18 s.f. (2) 20 s.f.	See line #68	3	58	58	Existing	Demo Ph 1	58
22	See's Candies	Wall	(1) 11 s.f. (2) 15 s.f. (1) 26 s.f.	See line #64	4	52	52	Existing	Relocate Ph 1	52
23	Diane's Swimwear	Wall	(1) 35 s.f.		1	35	35	Existing	-	35
24	Coffee Bean & Tea Leaf	Wall	(1) 20 s.f.	See line #65	1	20	20	Existing	Relocate Ph 1	20
25	California Pizza Kitchen	Wall	(1) 20 s.f. (1) 15		2	35	35	Existing	-	35
26	California Pizza Kitchen	Ground	Project ID/Multi-Tenant Monument Signs 20 s.f/face	C1	1	40	40	Existing	-	40
27	Former KookooRoo	Ground	Project ID/Multi-Tenant Monument Signs 20 s.f/face	C1	1	40	40	Existing	-	40
28	China Grill	Wall	(1) 3 s.f. (1) 9 s.f. (1) 12 s.f.		3	23	23	Existing	-	23
29	East Coast Bagel	Wall	(1) 20 s.f.	See line #66	1	20	20	Existing	Relocate Ph 1	20
30	US Bank	Wall	(1) 15 s.f. (2) 25 s.f.		3	65	65	Existing	-	65
31	US Bank	Ground	(1) 42 s.f.	T4	1	42	42	Existing	-	42
32	Wells Fargo	Wall	(1) 15 s.f. (2) 63 s.f.		3	141	141	Existing	-	141
33	Wells Fargo	Ground	(1) 42 s.f.	T5	1	42	42	Existing	-	42
34	Bank of America	Wall	(1) 45 s.f.		1	45	45	Existing	-	45
35	Bank of America	Ground	(1) 44 s.f.	T6	1	44	44	Existing	-	44
36	Union Bank	Wall	(1) 10 s.f. (1) 22 s.f. (1) 32 s.f.		3	64	64	Existing	-	64
37	Union Bank	Ground	(1) 42 s.f.	T7	1	42	42	Existing	-	42
38	Citibank	Wall	(2) 20 s.f. (1) 25 s.f.		3	65	65	Existing	-	65
39	Citibank	Ground	(1) 64 s.f.	T8	1	64	64	Existing	-	64
40	Chase Bank	Wall	(1) 20 s.f. (1) 24 s.f. (1) 28 s.f.		3	72	72	Existing	-	72
41	Chase Bank	Ground	(1) 48 s.f.	T9	1	48	48	Existing	-	48
42	Olive Garden	Wall	(2) 50 s.f.		2	50	50	Existing	-	50
43	Olive Garden	Ground	(1) 38 s.f.	T10	1	38	38	Existing	-	38
44	Coco's	Wall	(1) 45 s.f.		1	45	45	Existing	-	45
45	Chill's	Wall	(1) 50 s.f. (1) 3 s.f.		2	53	53	Existing	-	53
46	Coco's & Chills	Ground	(1) 30 s.f.	T11	1	30	30	Existing	-	30
47	Jenny Craig	Ground	Tenant Monument Signs	T12	1	30	30	Existing	-	30
48	Hacienda Bldg - Office Signs	Wall	(5) 10 s.f.		5	50	50	Existing	-	50
49	Hacienda Bldg - Tin Roof Bistro	Wall	(1) 30 s.f. (1) 10 s.f.		2	40	40	Existing	-	40
50	Hacienda Bldg - Wine Shoppe	Wall	(1) 15 s.f.		1	15	15	Existing	-	15
51	Hacienda Bldg - Sustie Cakes	Wall	(2) 17 s.f.		2	17	34	Existing	-	34
52	Restaurant Bldg - Baja Fresh	Wall	(1) 25 s.f.	See line #74	1	25	25	Existing	Demo Ph 2	25
53	Restaurant Bldg - Johnny's Smokehouse	Wall	(1) 40 s.f.	See line #75	1	40	40	Existing	Demo Ph 2	40
54	LA Food Show	Wall	(1) 62.5 s.f. (1) 9 s.f.		2	73	73	Existing	-	73
Total Existing South of Fry's Site: 4,963.0										
55	Existing Signage Fry's Site	Ground	Pole Signs - 150 x 2 x 2	A1, A2, A4	3	600	1800	Existing	-	1800
56	Fry's (Anchor)	Wall	(1) 100 s.f.		1	100	100	Existing	-	100
Total Existing Fry's Site: 1900										

Line #	Tenant/Area	Sign Type	Description	Notes	Quantity	Sq Ft	Total	New/Existing	Relocate/Demo	Sq Ft Used
57	Phase 1									
58										
59										
60										
61										
62										
63										
64										
65										
66										
67										
68										
Net Phase 1: 0										

Line #	Tenant/Area	Sign Type	Description	Notes	Quantity	Sq Ft	Total	New/Existing	Relocate/Demo	Sq Ft Used
69	Phase 2									
70										
71										
72										
73										
74										
75										
Net Phase 2: 0										

Line #	Tenant/Area	Sign Type	Description	Notes	Quantity	Sq Ft	Total	New/Existing	Relocate/Demo	Sq Ft Used
76	Phase 3 NWC									
77										
78										
79										
80										
81										
Total Existing South of Fry's: 4,963										
Total Existing Fry's Site: 1,900										
Total Existing Signage: 6,863										
Net Phase 1: 0										
Net Phase 2: 0										
Net Phase 3: 0										
Total: 6,863										

TOTAL SIGNAGE ALLOWED: 9,500
UNUSED SIGN AREA: 2,637

Exhibit B

**Attachment B to the July 24, 2013, Staff Report
Suggested Sign Program Findings and Conditions if Sign Exception and Master Sign
Program is Approved**

**SUGGESTED SIGN PROGRAM FINDINGS AND CONDITIONS
IF SIGN EXCEPTION AND MASTER SIGN PROGRAM IS APPROVED
JULY 24, 2013**

DRAFT FINDINGS

Sign Exception Findings

T. Pursuant to Section 10.72.080 of the Manhattan Beach Municipal Code, the following findings are made regarding the Sign Exception application.

1. The proposed sign exception would not be detrimental to, nor adversely impact, the neighborhood or district in which the property is located. Potential impacts may include, but are not limited to, design;

- a. The site is surrounded directly by commercial and industrial uses on the north, northeast, west and south, and by residential uses to the east, with residential beyond on the west, south and east sides. Most adjacent residential, commercial, and industrial uses are separated from the subject site by distance, streets, topography, landscaping and/or physical development and would not be impacted by the proposed sign exception, as conditioned. The proposed sign exception would be consistent with the Community Commercial and General Commercial zoning districts, since it will provide uniform site signage that is attractive and outdated obsolete signage will be removed. Clear consistent signage will direct visitors to the site, instead of having vehicles cut through streets that do not directly access the site. Much of the signage is on the interior of the site and is not even visible from the surrounding public rights-of-way or from surrounding properties.
- b. The scale, size, and function of the Shopping Center is such that the 2002 Master Sign Program needs to be updated and enhanced to promote and advertise key retail tenants without negatively impacting the experiences of pedestrians, drivers and passengers, or residential land uses.
- c. Tenants benefit from signage that attracts visitors but doesn't detract from well-designed exterior building facades. Signage will relation to building wall materials and colors, without creating aesthetic or light/glare impacts.
- d. The proposed signs will enhance the Shopping Center by providing a consistent visual identity and will appear less bulky in that they will generally be at a lower height and more updated than the existing signs.
- e. The rolling topography of Sepulveda Boulevard, Rosecrans Avenue, and Marine Avenue streets alleviates adverse impacts generally seen with increased signage, as visibility is limited.

2. The proposed sign exception is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of their property;

**SUGGESTED SIGN PROGRAM FINDINGS AND CONDITIONS
IF SIGN EXCEPTION AND MASTER SIGN PROGRAM IS APPROVED
JULY 24, 2013**

- a. A comprehensive Master Sign Program across the entire Shopping Center site alleviates confusion to visitors, the need to consult personal digital devices for directions, and provides tenants with assurance that visitors can self-direct towards desired destinations.
- b. The three individual property owners (RREEF, Macy's and Hacienda) agreed to, and are developing their properties to operate as an integrated commercial property. They can now realize a planned development with signage which will be harmonious and consistent throughout the Shopping Center site.
- c. The enhanced signage increases the potential for visitors to readily grasp the diverse shopping and restaurant opportunities on the Shopping Center site.
- d. The sign exceptions will promote and advertise certain retail tenants without impacting the experiences of pedestrians, drivers and passengers, or adjacent residential land uses.
- e. The proposed signage will direct people to the parking structures while being compatible with the architecture and site design.
- f. The Project will be enhanced by one Master Sign Program with consistent signage. The proposed 9,500 square-foot cap will not result in a change to the perceived number or density of signs across the entire site since the amount of signage will be in proportion to the square footage of new buildings constructed, and many of the new signs will be on the interior of the Project and not visible from the public rights-of-way, or surrounding properties.
- g. The exception is warranted since the shopping center is the largest retail property of its kind in the City, has four major frontage roads, and has multiple internal streets, driveways, and walkways. The signs are necessary to attract and guide visitors from Sepulveda Boulevard, Rosecrans Avenue, Marine Avenue, and Village Drive.

3. *The proposed sign exception is consistent with the legislative intent of this title;*

- a. The exceptions, as conditioned, will promote preserving the character and quality of the area consistent with the character of Area District II.
- b. The signage will use high quality and attractive materials, blending with the architectural theme of the Mall expansion, while enhancing and supporting the retail commercial environment of Sepulveda Boulevard.
- c. The proposed sign program, including new pole sign design and placement, is consistent with the Sepulveda Development Guide.

**SUGGESTED SIGN PROGRAM FINDINGS AND CONDITIONS
IF SIGN EXCEPTION AND MASTER SIGN PROGRAM IS APPROVED
JULY 24, 2013**

DRAFT CONDITION

- 11. Signage Site-wide Plan/Master Sign Program.** The Project shall provide consistent signage improvements throughout the Shopping Center property. The total square footage of signage for the Shopping Center property shall not exceed 9,500 square feet as defined by the Code. The sign improvements shall generally be consistent with the Master Sign Program and the project description with the following revisions:
- a. Signs shall be compatible with their related buildings and not be crowded within their locations or backgrounds. Harsh plastic or illuminated backgrounds shall be avoided, and low profile monument signs are encouraged.
 - b. Roof signs are prohibited.
 - c. All signage on parking structures shall be accessory to the structure through the design, color, location, size and lighting; while the parking structure architecture shall dominate. Any tenant signage on a parking structure shall have a locational relationship and proximity between the parking structure and the tenant. Signage near the top of parking structures is discouraged, but can be approved by the Director of Community Development through the Master Sign Program if it is compatible with the architectural design of the subject structure on which the signage is proposed, as well as consistent with the intent and criteria of the Sign Code and Master Sign Program.
 - d. In conjunction with the Planning Commission public hearing process for Phase III, the Applicant shall include with the Site Plan Review a plan for the City Gateway identification signage at the corner of Rosecrans Avenue and Sepulveda Boulevard. The City will review the City Gateway signage as part of Phase III, and the Applicant shall install the City Gateway signage prior to the first building final for Phase III. The Gateway signage shall not count as part of the Applicant's 9,500 square feet of signage approved as part of the Master Sign Program. If the public hearing process for Phase III has not commenced upon Fry's vacating the Northwest Corner and the completion of the Sepulveda Bridge Widening project, the Applicant shall install a temporary monument sign at the corner of Rosecrans Avenue and Sepulveda Boulevard welcoming people to the City of Manhattan Beach.
 - e. The number and size of any new Department store and non-Department store anchor wall signs shall be reviewed through the Master Sign Program.
 - f. The Fry's pole sign adjacent to the Sepulveda Boulevard bridge shall be removed, or relocated if Fry's is still occupying the Northwest Corner, by the Applicant upon 90 days' notice from the City when determined necessary as part of the Sepulveda Bridge Widening and at the sole cost of the Applicant. The relocation location shall be within

**SUGGESTED SIGN PROGRAM FINDINGS AND CONDITIONS
IF SIGN EXCEPTION AND MASTER SIGN PROGRAM IS APPROVED
JULY 24, 2013**

the Shopping Center property along the Northwest Corner fronting Sepulveda Boulevard. This Sepulveda Boulevard Fry's pole sign, as well as the two Fry's pole signs along Rosecrans Avenue, shall be removed when Fry's vacates the Northwest Corner

- g. All new interior and exterior signs at the Shopping Center shall be approved by the property owner or designated representative. All new signs at 3500 Sepulveda Boulevard and Macy's shall be subject to review and approval under the provisions set forth in the Code for consistency with the approved Master Sign Program based on application by their respective property owners or representatives.

Exhibit C

Proposed Modifications to Condition of Approval No. 11

Signage Site-wide Plan/Master Sign Program. The Project shall provide consistent signage improvements throughout the Shopping Center property. The total square footage of signage for the Shopping Center property shall not exceed 9,500 square feet as defined by the Code. The sign improvements shall generally be consistent with the Master Sign Program and the project description with the following revisions:

a. Signs shall be compatible with their related buildings and not be crowded within their locations or backgrounds. Harsh plastic or illuminated backgrounds (backlit acrylic sign faces) shall be avoided, wall and pole signage may be internally illuminated, and low profile monument signs are encouraged.

[] Buildings having front or side walls viewable from Marine Avenue, Sepulveda Boulevard, Rosecrans Avenue, or Village Drive and occupied by storefronts facing away from those perimeter streets, may have additional storefront signage on the perimeter street sides of the building.

b. Roof signs are prohibited.

c. All signage on parking structures shall be accessory to the structure through the design, color, location, size and lighting; while the parking structure architecture shall dominate. Any tenant signage on a parking structure shall have a locational relationship and proximity between the parking structure and the tenant. Signage near the top of parking structures is discouraged, but can be approved by the Director of Community Development through the Master Sign Program if it is compatible with the architectural design of the subject structure on which the signage is proposed, as well as consistent with the intent and criteria of the Sign Code and Master Sign Program.

d. In conjunction with the Planning Commission public hearing process for Phase III, the Applicant shall include with the Site Plan Review a plan for the City Gateway identification signage at the corner of Rosecrans Avenue and Sepulveda Boulevard. The City will review the City Gateway signage as part of Phase III, and the Applicant shall install the City Gateway signage prior to the first building final for Phase III. The Gateway signage shall not count as part of the Applicant's 9,500 square feet of signage approved as part of the Master Sign Program. If the public hearing process for Phase III has not commenced upon Fry's vacating the Northwest Corner and the completion of the Sepulveda Bridge Widening project, the Applicant shall install a temporary monument sign at the corner of Rosecrans Avenue and Sepulveda Boulevard welcoming people to the City of Manhattan Beach.

e. The number and size of any new Department store and non-Department store anchor wall signs shall be reviewed through the Master Sign Program.

f. The Fry's pole sign adjacent to the Sepulveda Boulevard bridge shall be removed, or relocated if Fry's is still occupying the Northwest Corner, by the Applicant upon 90 days' notice from the City when determined necessary as part of the Sepulveda Bridge Widening and at the sole cost of the Applicant. The relocation location shall be within the Shopping Center property along the Northwest Corner fronting Sepulveda Boulevard. This Sepulveda Boulevard Fry's pole

sign, as well as the two Fry's pole signs along Rosecrans Avenue, shall be removed when Fry's vacates the Northwest Corner

g. All new interior and exterior signs at the Shopping Center shall be approved by the property owner or designated representative. All new signs at 3500 Sepulveda Boulevard and Macy's shall be subject to review and approval under the provisions set forth in the Code for consistency with the approved Master Sign Program based on application by their respective property owners or representatives.

Agenda Date: 9/10/2013

TO:

Honorable Mayor and Members of the City Council

THROUGH:

David N. Carmany, City Manager

FROM:

Mark Leyman, Parks and Recreation Director

SUBJECT:

Request for Special Permit: Limited Alcoholic Beverage Use on Public Property for Event on September 15, 2013 at Creative Arts Center.

TAKE ACTION ON THE REQUEST

RECOMMENDATION:

Staff recommends that the City Council consider the request from the Manhattan Beach Resident's Association (MBRA) for a special permit to serve alcohol at the City's Creative Arts Center for a function to be held on September 15, 2013.

FISCAL IMPLICATIONS:

No fiscal impact for the City. If the City Council grants the permit, the City will require that the Association pay all fees, including approximately \$800 for insurance.

BACKGROUND:

The Manhattan Beach Resident's Association (MBRA) has requested a special permit to serve wine at the City's Creative Arts Center for the MBRA's 25th Anniversary party on September 15, 2013 from 2:30 p.m. to 5:00 p.m.

In order for a private entity to sell or serve alcohol on City property, the entity must:

1. Apply for and obtain a special permit from the City
2. Apply for and obtain a daily alcohol license from the state Department of Alcoholic Beverage Control (ABC).

Manhattan Beach Municipal Code Section 4.48.090 (Attachment 1) provides:

"Limited alcoholic beverage use on public property-Special permit
Notwithstanding the other prohibitions of this chapter, the Council may grant special permits

for the sale or consumption of wine or beer at special functions or activities in the City of Manhattan Beach, including the Manhattan Beach Pier, but excluding the remainder of the public beach, subject to the recommendations of the Chief of Police. Any such permit with the sale of beer or wine shall also be subject to the license requirements of the Alcoholic Beverage Control Act of the State.”

The California Department of Alcoholic Beverage Control (ABC) is an agency of the government of the State of California charged with regulation of alcoholic beverages. The ABC was created by constitutional amendment effective January 1, 1955, as an independent department of the executive branch of the state government. The department is headed by a Director appointed by the Governor of California, and its two divisions are divided into districts based on population and geographical needs. Manhattan Beach is served by ABC's Downey office.

ABC has the exclusive power, in accordance with laws enacted, to license and regulate the manufacture, importation and sale of alcoholic beverages in California. It also has the power for good cause to deny, suspend or revoke any specific alcoholic beverage license.

ABC may issue a daily license to qualified organizations, and “may” require local police department approval in certain circumstances. The Applicant must submit a “Daily License Application/Authorization” Form ABC-221 form (Attachment 2), and ABC has issued “Instructions for Obtaining a Daily License” (Attachment 3). Among other application requirements, the instructions state, “it is the applicant’s responsibility to obtain local law enforcement’s approval. This may be done via a letter from the local agency, or the official may sign directly on Form ABC-221.” The instructions also state that “Form ABC-221 must be received within ten (10) days of the event, but should not be submitted more than thirty (30) days in advance.”

DISCUSSION:

The City Council issued a special permit to the MBRA for its 15th Anniversary party in 2003 for the same location.

The current application may not be timely. Regardless of the council approving (or not) and the applicant paying for insurance, that the time frame for approval does not allow for the ten day minimum requirement established by ABC for processing the license .

The MBRA event will be held on September 15th, but the City Council is not scheduled to hear this matter until September 10th.

Due to a number of factors, the Chief of Police denied the requested permit. In the event the City Council grants the permit, staff recommends that the applicant satisfy insurance requirements required by the Independent City Risk Management Authority (ICRMA). Based upon information provided by the ICRMA, insurance for the event will cost approximately \$800. In addition, the ICRMA recommends that the Applicant show adequate proof of insurance.

Staff also recommends that City Council direct staff to review existing Code provisions and consider whether it can recommend changes to be presented at a future City Council

meeting.

CONCLUSION:

Staff recommends that the City Council consider the request from the Manhattan Beach Resident's Association for a special permit to serve alcohol at the City's Creative Arts Center for a function to be held on September 15, 2013 and either:

- (1) Deny the Request; or
- (2) Grant the Special Permit, subject to the Applicant paying for required insurance and satisfying ICRMA requirements.

Attachments:

1. Manhattan Beach Municipal Code Section 4.48.090
2. Daily License Application/Authorization (Form ABC-221)
3. Instructions for Obtaining a Daily License

4.48.090 - Limited alcoholic beverage use on public property—Special permit.

Notwithstanding the other prohibitions of this chapter, the Council may grant special permits for the sale or consumption of wine or beer at special functions or activities in the City of Manhattan Beach, including the Manhattan Beach Pier, but excluding the remainder of the public beach, subject to the recommendations of the Chief of Police. Any such permit with the sale of beer or wine shall also be subject to the license requirements of the Alcoholic Beverage Control Act of the State.

(§ 1, Ord. 1461, eff. June 17, 1976, as amended by § 1, Ord. 1544, eff. September 5, 1978; Ord. No. 1916, amended, 08/04/94)

DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

Instructions: Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit <http://www.abc.ca.gov/distmap.html>

Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.

LICENSE NUMBER	GEO CODE
RECEIPT NUMBER	
FEE	
\$	

1. ORGANIZATION'S NAME		CONDITIONS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No		DIAGRAM REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. LICENSE TYPE (Check appropriate license type AND organization type)					
a. <input type="checkbox"/> Daily General (\$25.00) (Includes beer, wine and distilled spirits)					
<input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure		<input type="checkbox"/> Fraternal Organization in Existence Over Five Years with Regular Membership			
<input type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose		<input type="checkbox"/> Religious Organization			
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)			
					NUMBER OF DISPENSING POINTS
b. <input type="checkbox"/> Special Daily Beer (\$25.00) <input type="checkbox"/> Special Daily Beer & Wine (\$50.00) <input type="checkbox"/> Special Daily Wine (\$25.00)					
<input type="checkbox"/> Charitable <input type="checkbox"/> Fraternal <input type="checkbox"/> Social <input type="checkbox"/> Political <input type="checkbox"/> Other: _____					
<input type="checkbox"/> Civic <input type="checkbox"/> Religious <input type="checkbox"/> Cultural <input type="checkbox"/> Amateur Sports Organization					
					NUMBER OF DISPENSING POINTS
c. <input type="checkbox"/> Special Temporary License (\$100.00) (Different privileges depending on statute)					
<input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P		<input type="checkbox"/> Person conducting Estate Wine Sale per Section 24045.8 B&P			
<input type="checkbox"/> Nonprofit Corporation per Sections 24045.4 and 24045.6 B&P		<input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P			
<input type="checkbox"/> Other Special Temporary Licenses, per Section _____					
License number _____		Amount \$ _____			
3. EVENT TYPE					
<input type="checkbox"/> Dinner <input type="checkbox"/> Dance <input type="checkbox"/> Wedding <input type="checkbox"/> Lunch <input type="checkbox"/> Picnic <input type="checkbox"/> Barbeque <input type="checkbox"/> Social Gathering <input type="checkbox"/> Festival					
<input type="checkbox"/> Sports Event <input type="checkbox"/> Concert <input type="checkbox"/> Birthday <input type="checkbox"/> Mixer <input type="checkbox"/> Carnival <input type="checkbox"/> Dinner Dance <input type="checkbox"/> Other: _____					
4. TOTAL # OF DAYS	5. ESTIMATED ATTENDANCE	6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION			
		From _____ To _____			
7. EVENT DATE(S)		8. EVENT IS OPEN TO THE PUBLIC <input type="checkbox"/> Yes <input type="checkbox"/> No			
9. EVENT LOCATION (Give facility name, if any, street number and name, and city)					
10. LOCATION IS WITHIN THE CITY LIMITS <input type="checkbox"/> Yes <input type="checkbox"/> No		11. TYPE OF ENTERTAINMENT		12. SECURITY GUARDS <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many? _____	
13. AUTHORIZED REPRESENTATIVE'S NAME				14. REPRESENTATIVE'S TELEPHONE NUMBER	
15. REPRESENTATIVE'S ADDRESS					
16. ORGANIZATION'S MAILING ADDRESS (If different from #15 above)					
17. AUTHORIZED REPRESENTATIVE'S SIGNATURE				18. DATE SIGNED	
PROPERTY OWNER APPROVAL BY (Name), REQUIRED		PHONE NUMBER	PROPERTY OWNER SIGNATURE		DATE SIGNED
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE		PHONE NUMBER	LAW ENFORCEMENT SIGNATURE		DATE SIGNED
DISTRICT OFFICE APPROVAL BY (Name)			ABC EMPLOYEE SIGNATURE		ISSUANCE DATE

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above. This license does not include off-sale ("to-go") privileges.

This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.

INSTRUCTIONS FOR OBTAINING A DAILY LICENSE

FEES:	Beer	\$25.00 a day	per dispensing point
	Wine	\$25.00 a day	per dispensing point
	Beer & Wine.....	\$50.00 a day	per dispensing point
	General (includes beer, wine & distilled spirits)	\$25.00 a day	per dispensing point
	Special Temporary License	\$100.00	

NOTE: More than one permit may be needed based on the information provided for the event

METHOD OF PAYMENT: Cashier's check or money order made payable to the Department of Alcoholic Beverage Control.

APPLICATION REQUIREMENTS:

- Complete *Daily License Authorization* (Form ABC-221)
- Authorization from property owner is required (property owner may sign Form ABC-221 or a signed letter showing the date, time, place and type of alcoholic beverages to be served may be submitted)
- A detailed diagram of the event location may be required on outdoor events (Form ABC-253)
- Form ABC-221 must be submitted to the local ABC District Office which has jurisdiction over the event location. For a listing of ABC District Offices, please visit <http://www.abc.ca.gov/distmap.html>
- Form ABC-221 may be submitted either in person or by mail. If by mail, please include a self-addressed, postage paid, envelope.
- Form ABC-221 must be received within ten (10) days of the event, but should not be submitted more than thirty (30) days in advance

If your organization intends to make a “Casino Night” or use controlled games as part of your fundraising event, you must comply with Business and Professions Code Section 19985, which includes pre-approval from the Bureau of Gambling Control of the Department of Justice. Please visit <http://www.ag.ca.gov/gambling> for more information.

QUALIFIED ORGANIZATIONS:

- To qualify for a GENERAL license, you must be:
An organization formed for a specific charitable or civic purpose, a fraternal organization in existence for over five years, a religious organization, or a political organization
- To qualify for a BEER AND/OR WINE license, you must be:
An existing non-profit organization, including a charitable, civic, cultural, fraternal, patriotic, political, religious, social or amateur sports organization
- If this is the **first time** your organization is having an event, the organization must first be qualified by the Department. As proof, you should bring in IRS and/or Franchise Tax Board documents showing your tax exempt status with your tax I.D. number

POLICE DEPARTMENT APPROVAL:

- Police department approval may be required when any of the following apply:
 - A large number of people are attending
 - The event is being held on a public street or in a public area (i.e. - parking lot)
 - This is the first time an event is being held at the location
 - The event is a “casino night”
 - In certain other circumstances at the Department’s discretion.

It is the applicant’s responsibility to obtain local law enforcement’s approval. This may be done via a letter from the local agency, or the official may sign directly on Form ABC-221.

"BEER GARDENS"

Beer Garden restrictions may be placed on a daily license when the District Administrator determines there is a potential problem with the issuance of a license without such restrictions or at the request of a local law enforcement agency.

CONDITIONS:

Issuance of the license may be subject to conditions relating to the sales, service, and consumption of alcoholic beverages. If conditions are imposed, a representative of the organization may be required to come into the ABC office to sign them.

If above requirements are not met, the one day license may not be approved.

ABC-221 INSTR (11/10)

Agenda Date: 9/10/2013

TO:

Honorable Mayor and Members of the City Council

THROUGH:

David N. Carmany, City Manager

FROM:

Quinn M. Barrow, City Attorney

SUBJECT:

Follow-Up Report on Satellite Dishes.

RECEIVE AND FILE

RECOMMENDATION:

Staff recommends that the City Council receive and file this report.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with this action.

BACKGROUND:

This agenda item was pulled from the Consent Calendar at the September 3, 2013 City Council meeting and continued to the September 10, 2013 Adjourned Regular City Council meeting.

After considering a report on satellite dishes at the May 7, 2013 meeting, the City Council requested that the City Attorney's Office research whether the City may request an advisory opinion from the Federal Communications Commission (FCC) regarding the validity of proposed regulations related to satellite dishes. The City Council also asked for additional information regarding the FCC's consideration of existing regulations in the cities of Philadelphia and Chicago.

DISCUSSION:

The FCC Does Not Issue Advisory Opinions regarding Pending Local Regulations

The City Attorney's Office contacted the Administrative Law Division of the FCC's Office of General Counsel. We inquired as to whether there was a process for requesting an advisory opinion regarding the validity of local regulations related to satellite dishes. Deputy Associate General Counsel, Marilyn Sonn, informed us that the only procedures that exist

are those that allow someone to petition to challenge a specific restriction regarding satellite dishes. Part 1 of Subchapter A, Chapter 1, of Title 47 contains the "Practice and Procedure" regulations for the FCC. The Commission may "issue a declaratory ruling terminating a controversy or removing uncertainty." 47 C.F.R. § 1.2(a). This process for requesting a declaratory ruling applies only to existing - not proposed - regulations.

According to Ms. Sonn, if a city has questions about a proposed regulation, the entity may contact the FCC's "Media Bureau" to seek informal advice on a proposed regulation. We have not located any specific procedures in the Code of Federal Regulations for requesting such advice. In addition, given the uncertainty of the OTARD Rule (due to the cases pending before the FCC) and the satellite industry's request for revisions to the OTARD Rule, it is unlikely the Media Bureau would issue informal advice on a proposed regulation.

Pending Decisions relating to Ordinances in Chicago and Philadelphia

In November 2011, the Satellite Broadcasting & Communications Association ("SBCA") challenged the City of Philadelphia's ordinance regulating satellite dishes and antennas. In April 2012, the FCC's Media Bureau issued Public Notice DA 12-663, informing the public that the SBCA filed a petition for a declaratory ruling asking the FCC to determine whether a Chicago ordinance related to the installation of satellite dishes was preempted by the OTARD Rule. According to the notice, the Chicago ordinance sought "to limit installation of satellite dish antennas that are visible from the street adjacent to the property and between the building façade and the street."

In May 2012, DirectTV, the SBCA, and the City of Chicago filed a joint motion with the FCC to stay the public comment period related to the Chicago ordinance until after the Commission renders a decision in the similar proceeding involving the City of Philadelphia. In the meantime, the SBCA petitioned the FCC to amend the OTARD rule to expressly limit state and local governments' ability to regulate installations of satellite dishes.

The FCC has not yet issued a ruling in any of the above-mentioned cases.

CONCLUSION:

Staff recommends that the City Council receive and file this report.

Agenda Date: 9/10/2013

TO:

Honorable Mayor and Members of the City Council

THROUGH:

David N. Carmany, City Manager

FROM:

Quinn M. Barrow, City Attorney
Tony Olmos, Public Works Director
Sona Kalapura Coffee, Environmental Programs Manager

SUBJECT:

Ordinance No. 13-0009 Prohibiting Distribution or Sale of Prepared Food in Polystyrene Food Service Ware.

WAIVE FURTHER READING; ADOPT ORDINANCE NO. 13-0009

RECOMMENDATION:

Staff recommends that City Council waive further reading and adopt Ordinance No. 13-0009 to prohibit distribution or sale of prepared food in polystyrene food service ware in the City of Manhattan Beach.

FISCAL IMPLICATIONS:

The recommended action has limited fiscal impact upon the budget, but would require funds for community outreach. Staff time will also be incurred in meeting with stakeholders and conducting outreach.

BACKGROUND:

At the August 20, 2013, City Council meeting, City Council waived further reading and introduced Ordinance No. 13-0009 amending Title 5 of the Manhattan Beach Municipal Code as codified in Chapter 5.80.

This agenda item was pulled from the Consent Calendar at the September 3, 2013 City Council meeting and continued to the September 10, 2013 Adjourned Regular City Council meeting.

CONCLUSION:

Staff recommends that City Council waive further reading and adopt Ordinance No. 13-0009 to prohibit distribution or sale of prepared food in polystyrene food service ware in the City of

Manhattan Beach.

Attachments:

1. Ordinance No. 13-0009 Prohibiting Distribution or Sale of Prepared Food in Polystyrene Food Service Ware

ORDINANCE NO. 13-0009

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH
AMENDING CHAPTER 5.80 OF TITLE 5 OF THE MANHATTAN
BEACH MUNICIPAL CODE TO PROHIBIT THE DISTRIBUTION
OR SALE OF PREPARED FOOD IN ANY POLYSTYRENE
FOOD SERVICE WARE

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH HEREBY ORDAINS AS
FOLLOWS:

SECTION 1. CEQA Finding. This Ordinance is exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Further, the proposed Ordinance is exempt from CEQA on the separate and independent ground that it is an action of a regulatory agency (the City) for the protection of the environment because it will strengthen the City's regulations regarding the distribution and sale of polystyrene products. Thus, this Ordinance is categorically exempt from the requirements of CEQA under Section 15308 of Title 14 of the California Code of Regulations as an action by a regulatory agency for the protection of the environment.

SECTION 2. The City Council hereby amends Chapter 5.80 of Title 5 of the Manhattan Beach Municipal Code in its entirety to read as follows:

"CHAPTER 5.80 - PROHIBITION ON THE DISTRIBUTION OR SALE OF PREPARED FOOD
IN POLYSTYRENE FOOD SERVICE WARE.

5.80.010 - Purpose.

The purpose of this chapter is to regulate the use of polystyrene food packaging in order to protect the health of Manhattan Beach citizens and promote environmentally sustainable practices in the City.

5.80.020 - Definitions.

As used in this chapter, unless the context otherwise clearly indicates, the words and phrases are defined as follows:

"City Facility" means any building, structure, property, park, open space, or vehicle, owned or leased by the City, its agents, agencies, or departments.

"City Contractor" means any person that enters into an agreement with the City to furnish products or services to or for the City.

"City-Sponsored Event" means any event, activity or meeting organized or sponsored, in whole or in part, by the City or any department of the City.

“Disposable Food Service Ware” or “Disposables” means single-use, disposable products used for serving or transporting Prepared Food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, condiment containers, cups or drink ware, or any other container in or on which Prepared Foods are placed or packaged for consumption. This definition excludes single-use disposable straws, plastic carry-out bags, cup lids, and utensils.

“Food Provider” means any Person or place that provides or sells Prepared Food within the City to the general public to be consumed on the premises or for take-away consumption. Food Provider includes but is not limited to (1) a grocery store, supermarket, restaurant, drive-thru, café, coffee shop, snack shop, public food market, farmers’ market, convenience store, or similar fixed place where Prepared Food is available for sale on the premises or for take-away consumption, and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet. Food Provider also includes any organization, group or individual that regularly provides Prepared Food to its members or the general public as a part of its activities or services.

“Person” means any person, business, corporation, or event organizer or promoter; public, nonprofit or private entity, agency or institution; or partnership, association or other organization or group, however organized.

“Polystyrene” means a thermoplastic petrochemical material utilizing the styrene monomer, including but not limited to polystyrene foam or expanded polystyrene, processed by any number of techniques, including but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, or extrusion-blow molding (extruded foam polystyrene), and clear or solid polystyrene (oriented polystyrene). The Recycle Code for polystyrene is ‘6’ or ‘PS,’ either alone or in combination with other letters. This definition applies to all Polystyrene Food Service Ware, regardless of whether it exhibits a Recycle Code.

“Polystyrene Food Service Ware” means Disposable Food Service Ware that contains or utilizes Polystyrene.

“Prepared Food” means any food or beverage that is (1) ready to consume without any further food preparation, alteration or repackaging; and (2) prepared, provided, sold or served by a Food Provider using any cooking, packaging or food preparation technique. Prepared Food may be eaten either on or off the Food Provider’s premises. Prepared Food does not include (1) any raw uncooked meat, poultry, fish or eggs, unless provided for consumption without further food preparation, and (2) fresh produce provided for consumption without food preparation or repackaging, including fruits, vegetables, and herbs, sold by grocery stores, supermarkets, food markets, farmers’ markets and other food vendors.

“Recycle Code” means a resin identification code placed on plastics to identify the material composition for separation of different types of plastics for recycling.

5.80.030 - Prohibition against use of polystyrene food service ware.

A. No Food Provider shall distribute or sell Prepared Food in any Polystyrene Food Service Ware at any location within the City.

B. Food Providers that distribute Prepared Food in Disposable Food Service Ware shall (1) distribute only Disposables that exhibit a Recycle Code other than No. 6 or PS, and (2) maintain documentation about the composition of the Disposable Food Service Ware. Documentation may include information from the supplier, manufacturer, or bulk packaging for the Disposables, and any other relevant information demonstrating that the disposable material is not polystyrene.

C. No Person shall distribute or sell Prepared Food in any Polystyrene Food Service Ware at City Facilities that have been rented, leased or are otherwise being used with permission of the City. This subsection is limited to use of City Facilities for which a Person has entered into an agreement with the City to rent, lease or otherwise occupy a City Facility. All facility rental agreements for any City Facility shall include a provision requiring contracting parties to assume responsibility for preventing the utilization and/or distribution of Polystyrene Food Service Ware while using City Facilities. The facility rental agreement shall indicate that a violating contractor's security deposit will be forfeited if the City Manager or his designee determines that Polystyrene Food Service Ware was used in violation of the rental agreement.

D. No Person shall use or distribute Polystyrene Food Service Ware at City-sponsored events, City-managed concessions and City meetings open to the public. This subsection shall apply to the function organizers, agents of the organizers, City Contractors, Food Providers and any other Person that enters into an agreement with one or more of the function sponsors to sell or distribute Prepared Food or otherwise provide a service related to the function.

E. The City, its departments, and its City Contractors, agents, and employees acting in their official capacity, shall not purchase or acquire Polystyrene Food Service Ware, or distribute it for public use.

F. All Food Providers required by this Code to have a business license shall certify compliance with this chapter on the annual business license renewal application.

5.80.040 Exemptions.

A. The following are exempt from the provisions of this chapter:

1. Food prepared or packaged outside of the City, provided such food is not altered, packaged or repackaged within the City limits.

2. Food provided by the Manhattan Beach Unified School District under its official food service program.

3. Coolers and ice chests made of Polystyrene intended for reuse.

4. Food brought by individuals for personal consumption to City Facilities, including but not limited to City parks and the beach, provided the City Facility is being used for individual recreation or similar purposes and such facility use is not part of a larger organized event that is otherwise governed by Section 5.83.030.

B. Food Providers that are obligated to purchase or have purchased Polystyrene Food Service Ware under a contract entered into within the year prior to the operative date of this

ordinance are exempt from the provisions of this chapter for six months following its operative date.

C. The City Manager or his/her designee may exempt any Person from section 5.83.030 following the operative date of this ordinance, as follows:

1. A request for an exemption shall be filed in writing with the City Manager or his/her designee and shall include documentation of the reason for the claimed exemption and any other information necessary for the City to make its decision. The City may require the applicant to provide additional information as necessary to make the required determinations.

2. The City Manager or his/her designee may approve the exemption for a maximum of one (1) year, with or without conditions, upon finding that compliance would create an undue hardship. Undue hardship shall be construed to include but not be limited to situations where:

a. There are no reasonable alternatives to Polystyrene Food Service Ware for reasons that are unique to the applicant; or

b. Compliance with the requirements of this chapter would deprive a person of a legally protected right. The exemption may be extended for additional terms of up to one year each, upon a showing of the continuation of the legal right.

3. The City Manager's written decision on the exemption is effective within 10 days of the decision. Decisions of the City Manager may be appealed by the Person applying for the exemption to the City Council. Appeals shall be filed in writing with the City Clerk within 10 days of the decision and shall be accompanied by a fee set by resolution of the City Council. Notice of hearing shall be given to the applicant at least 10 days prior to the hearing. The City Council shall make its decision within 60 days of receiving the appeal.

5.80.050 – Infraction.

In addition to any other applicable civil or criminal penalty, any person convicted of a violation of this chapter is guilty of an infraction, which is punishable pursuant to the penalty provisions set forth in Chapter 1.04 of this Code.”

Agenda Date: 9/10/2013

TO:

Honorable Mayor and Members of the City Council

THROUGH:

David N. Carmany, City Manager

FROM:

Bruce Moe, Finance Director

SUBJECT:

Request for Proposal for Community Survey.

APPROVE

RECOMMENDATION:

Staff recommends that the City Council approve the Request for Proposal to select a firm to perform a statistically valid community survey.

FISCAL IMPLICATIONS:

The funds necessary to perform a survey are not allocated in the fiscal year 2013-2014 budget. If after receiving proposals the City Council wishes to proceed with the survey (estimated cost of \$25,000) an appropriation will be necessary. Potential sources include the City Council Contingency account, or General Fund balance. Funding sources will be included in the staff report recommending the award of a contract to the selected firm.

BACKGROUND:

At the July 10th Strategic Plan meeting, the City Council added an objective to create a Community Satisfaction survey with a due date for completion of January 1, 2014. The City previously performed biennial surveys from 2000 through 2006, but discontinued the practice due to budgetary constraints.

At the August 3rd meeting, the City Council created a Survey Ad Hoc Subcommittee (Howorth/D'Errico) to work with staff to craft the Request for Proposal for the new survey. The RFP included with this report reflects those efforts.

This agenda item was pulled from the Consent Calendar at the September 3, 2013 City Council meeting and continued to the September 10, 2013 Adjourned Regular City Council meeting.

DISCUSSION:

The survey will address effectiveness of, and satisfaction with, the City Council, Executive Management, departmental staff, and city services. It will also gauge residents' priorities for resource allocation (financial and human) on facilities and services (e.g., new pool vs. better maintained storm drains and streets). The survey will drive priorities, provide results which are actionable, measure community's trust of their local government, identify the top issues from the residents' perspective, and provide a current view against which future progress may be measured.

Gathering statistically valid data requires the assistance of a firm experienced in performing surveys. As a result, staff will solicit proposals from qualified firms utilizing the attached Request for Proposal (RFP). The RFP seeks to distinguish firms offering this service based on their approach to and methods for the project; experience; references; and total cost (value).

The tentative timelines for the survey are as follows:

Distribution of Request for Proposal	September 6, 2013
Submittal deadline	October 4, 2013 - 5:00 PM
Proposals evaluated by Subcommittee/Staff	October 7-18
City Council consideration	November 5, 2013
Survey conducted	To Be Determined
Results presented to the City Council	To Be Determined

The timing of the actual survey will be determined in consultation with the selected firm in order to maximize participation (i.e., avoid holidays or other challenging timeframes). The survey results will be presented to the City Council as soon as possible after survey completion. The data may then be used constructively during the budget process for Fiscal Year 2014-2015.

City Employee Survey

The City Council also expressed interest in conducting a survey of City employees concomitant with the resident survey. Such survey would be utilized to gain information on subjects including job satisfaction, employee participation in organizational effectiveness, and understanding of roles and responsibilities.

After discussing the goal of the survey, the Survey Ad Hoc Subcommittee determined that a separate process should be utilized for the employee survey, that will likely involve a separate firm with a different approach and perspective than the resident satisfaction survey firm. The Subcommittee believes that the development of pertinent questions, and gauging opinions and needs of employees would best be served by a firm focused on human resources. As a result, the Subcommittee will work with City staff, including the Human Resources Director, to develop that survey RFP, and will return to the City Council with a draft RFP for consideration.

CONCLUSION:

Staff recommends that the City Council authorize the distribution of a Request for Proposal for conducting a statistically valid community satisfaction survey.

Attachment:

1. Request for Proposal for Community Survey 2013

City of Manhattan Beach

Request for Proposal (DRAFT)



Community Survey

Submittal Deadline: October 4, 2013 - 5:00 p.m.

CITY OF MANHATTAN BEACH
REQUEST FOR PROPOSAL
COMMUNITY SURVEY

SECTION I - INTRODUCTION

A: Background

The City of Manhattan Beach is seeking a professional research consultant to conduct a Community Survey of residents in the City. The survey is intended to measure resident satisfaction with City Council, City Executive Management and City staff, as well as City services. It may also serve to gather opinions on selected issues in the community and to understand community priorities. The survey results will be used to understand existing successes, as well as deficiencies and opportunities for improvement. It will also assist in prioritization of needs and resource allocation.

The City of Manhattan Beach located 19 miles southwest of Downtown Los Angeles on the southerly end of Santa Monica Bay, and 3 miles from LAX airport. It is a beach city with 2.1 miles of beachfront and 40 acres of recreational beach area. Manhattan Beach is home to 35,000 people with nearly 14,000 households. According to the Census Bureau, 70% of the housing is single family detached residences, 15% are 2-4 units and 8% are single family attached. The median household income is \$132,752 and the median home sales price is \$1,250,000 (February 2013). For more information on the City, please visit the City website at www.cityymb.info.

B: Tentative Time Schedule

Action	Date
Distribution of RFP	September 6, 2013
Questions deadline	September 16 – 5 p.m.
Responses to questions issued by City	September 20
Submittal deadline	October 4, 2013 - 5 p.m.
Proposals evaluated by Staff	October 7 – October 18
Tentative selection of recommended proposer	October 21, 2013
Finalize agreement with proposer	October 25, 2013
City Council consideration of agreement	November 5, 2013
Consultant meets with City Subcommittee and prepares survey questionnaire	November 12-22
Consultant administers survey and tabulates results	To be Determined
Consultant presents survey results and findings	To be Determined

C: Instructions to Proposers and Procedures for Submittal

One original and three (3) copies of the proposal must be submitted in a sealed envelope and submitted to the following address:

**City of Manhattan Beach
Attn: Bruce Moe, Director of Finance
1400 Highland Avenue
Manhattan Beach CA 90266**

Proposers are solely responsible for ensuring their proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified herein. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this REQUEST FOR PROPOSAL. All proposals shall become the property of the City. Late proposals will not be accepted and will be returned to the Proposer unopened.

CITY OF MANHATTAN BEACH
REQUEST FOR PROPOSAL
COMMUNITY SURVEY

SECTION II - SCOPE OF SERVICES

The City of Manhattan Beach is interested in performing a statistically valid survey of the community on a number of topics and issues. The survey will address effectiveness of, and satisfaction with, the City Council, Executive Management, departmental staff, and city services. It will also gauge residents' priorities for resource allocation (financial and human) on facilities and services (e.g., new pool vs. better maintained storm drains and streets).

The survey will drive priorities, provide results which are actionable, measure community trust of their local government, identify the top issues from the residents' perspective, and provide a current view against which future progress may be measured.

The goal of the survey is to assist the City Council in better defining and prioritizing the "Ends" to be accomplished, as well as identifying opportunities for improvement in the provision of services ("Ends" is defined as the human needs to be met in terms of results, not activities terms; for whom it is provided; and at what cost or relative worth, where cost may or may not be defined in monetary terms). It should also help the Executive Team assess its "Means" (all of the activities, programs and services the City provides to meet the "Ends").

The City of Manhattan Beach desires the Consultant to perform the following tasks in administering the Community and Employee Survey.

- Work with City officials to formulate survey questions and design the questionnaire format. The City envisions addressing City Council, Executive Management and staff performance as well as satisfaction with City Services
- Recommend an appropriate sample size that will achieve a scientifically valid survey. Consultant will be responsible for obtaining the sample list.
- Recommend appropriate survey approach or approaches (i.e. telephone, internet based, etc.) that will provide reliable data.
- Conduct a survey utilizing the appropriate sample size and survey instrument.
- Compile and analyze the data to produce a written report outlining the survey methods, key findings, conclusions, recommendations and cross tabulations.

- Make a presentation of key findings and recommendations to the City Council.

CITY OF MANHATTAN BEACH
REQUEST FOR PROPOSAL
COMMUNITY SURVEY

SECTION III - PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit one (1) original proposal marked "ORIGINAL" and three (3) copies on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City. An electronic version of the proposal shall be provided with the hardcopy.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.

All proposals shall include the following information:

A: Letter of Transmittal

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to conduct the Community Survey for the City of Manhattan Beach.

B: Table of Contents

Include clear identification of the material by section and page number.

C: Qualifications:

Please include the following components in your firm's proposal:

1. Description of your firm and current number of employees.
2. Description of your experience conducting similar resident satisfaction surveys.
3. Resumes of professionals who will be assigned to the project.

4. Any additional information that the Proposer deems appropriate.

D: Survey Approach:

1. Description of the methodology proposed to conduct the Community Survey including processes, procedures and end-products.
2. Recommendation on the following issues to achieve a scientifically valid survey:
 - Sample Size
 - Survey Instrument
 - Explanation as to why the sample size and survey instrument is recommended. Please include information identifying the margin of error and confidence level.
3. A project schedule identifying beginning and ending dates for each phase of work (please refer to the City's tentative schedule at the beginning of this RFP).

E: References:

List at least five (5) references for similar surveys that have been conducted by your firm in the past three years. Include name of city, name of contact person, address, telephone number, and a brief description of the project.

F: Compensation/Payment Schedule:

A total cost for completing the Community Survey as well as an itemized breakdown of the compensation required to accomplish each phase outlined in the proposal. Because the sample size and number of questions are yet to be determined, as a representation of scale, please list the cost to the City of performing the survey using your recommended methodology and sample size that would compare to a 15 minute and 20 minute telephone survey.

Please be advised that the City will enter into an agreement with the selected Consultant with compensation based on a "not-to-exceed" amount.

CITY OF MANHATTAN BEACH
REQUEST FOR PROPOSAL
COMMUNITY SURVEY

SECTION IV - PROPOSAL EVALUATION AND SELECTION

All proposals received will be evaluated in accordance with the evaluation criteria set forth herein. The criteria are listed in random sequence and are not considered in any rank or order of importance. The City reserves the right, at its sole discretion, to establish weighting factors that may be applied to the criteria depending upon order of importance.

1. Qualifications, background and prior experience of the Consultant in conducting similar surveys.
2. Overall project design and methodology.
3. Proposed cost as compared with the level of effort to be expended.
4. Quality of references.

The City may, at its option, conduct interviews with the most qualified respondents. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated. Upon completion of the evaluation process, the most qualified Consultant will be contacted to finalize the Scope of Work and related terms of an Agreement. The City shall enter into a Professional Services Agreement with the selected Consultant. A sample of the Agreement is attached. The City of Manhattan Beach reserves the right to reject any and all proposals should it be deemed in its best interest to do so.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this ___ day of _____, 20___, by and between the City of Manhattan Beach, a municipal corporation ("City") and _____, a _____ ("Contractor") (collectively, the "Parties").

RECITALS

- A. City desires to obtain services of Contractor for _____.
- B. Contractor represents that it is qualified and able to perform the services ("Services") required by this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

Section 1. **Contractor's Services.** Contractor shall perform the Services described in Exhibit A in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. **Term of Agreement.** This Agreement shall apply to services rendered on or after _____, and shall terminate when the work is completed, unless sooner terminated by the City.

Section 3. **Time of Performance.** Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A, or as otherwise directed by the City's representative.

Section 4. **Compensation.**

(a) City agrees to pay Contractor in accordance with the fee schedule attached hereto as Exhibit ___. In no event shall the Contractor be paid more than \$_____ during the term of this Agreement. Any terms in Exhibit ___, other than the payment rates and schedule of payment, are null and void.

(b) Unless expressly provided for in Exhibit ___, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor that are not expressly authorized by this Agreement will not be reimbursed by City.

(c) The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or 10% of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

Section 5. **Method of Payment.** City shall pay Contractor said consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein. Unless otherwise specified in Exhibit B, Contractor shall submit to City a detailed invoice on a monthly basis for the services performed pursuant

to this Agreement. Each invoice shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period, as applicable. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. **Independent Contractor.** The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 7. **Assignment.** This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 8. **Responsible Principals.**

(a) Contractor's responsible principal, _____, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 9. **Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 10. **Permits and Licenses.** Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 11. **Interests of Contractor.**

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 12. **Insurance.** [Check if Applicable]

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Contractor.

2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

3. Workers' compensation insurance as required by the State of California.

4. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force

and effect such insurance for one year after performance of work under this Agreement is completed.

(b) **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waved in writing by City's Risk Manager.

(e) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 13. Indemnification. Contractor shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon the Contractor written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the

percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 16. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and

representatives at reasonable times, and shall allow City to examine and audit said books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

Section 17. Default

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 19. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attn: _____

If to Contractor: _____

Attn: _____

Section 20. **Attorneys' Fees.** If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 21. **Entire Agreement.** This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 22. **Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. **Venue.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 24. **City Not Obligated to Third Parties.** City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 25. **Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 26. **Corporate Authority.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 27. **Severability.** Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

CONTRACTOR:

DAVID N. CARMANY
City Manager

ATTEST:

LIZA TAMURA

City Clerk

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
CONSIDERATION AND METHOD OF PAYMENT

Agenda Date: 9/10/2013

TO:

Honorable Mayor and Members of the City Council

THROUGH:

David N. Carmany, City Manager

FROM:

Bruce Moe, Finance Director
Gwen Eng, General Services Manager

SUBJECT:

Award of Bid for the Budgeted Purchase of Two Toyota Tacoma Replacement Trucks for the Police Department to Penske Toyota in the Amount of \$59,478.00.

APPROVE

RECOMMENDATION:

This agenda item was pulled from the Consent Calendar at the September 3, 2013 City Council meeting and continued to the September 10, 2013 Adjourned Regular City Council meeting.

Staff recommends that the City Council award Bid #938-14 to Penske Toyota for the purchase of two budgeted replacement Toyota Tacoma trucks in the amount of \$59,478.00.

FISCAL IMPLICATIONS:

Funds totaling \$65,458 are budgeted in the FY 2013-2014 Fleet Management Fund for the purchase and equipping of these vehicles. The vehicles cost \$59,478.00 - the remaining budgeted funds of \$5,980.00 will be used to outfit the vehicles with customary hardware, electronics and any other necessary equipment.

BACKGROUND:

The FY 2013-2014 budget includes the replacement of 44 vehicles in the City's fleet that need to be purchased in order to maintain service levels, reduce repair costs and provide for cost-effective fleet operations. The list represents "catch-up" years when the fleet was not actively replaced due to budget constraints. Where possible and practical, alternative fuel vehicles have been selected.

DISCUSSION:

These two budgeted replacement vehicles recommended for purchase are Toyota Tacoma

pickup trucks for the Police Department (Parking and Animal Control). The trucks are replacing two Go-4's (compact three-wheeled vehicles used for parking control). While the department continues to employ compact types of vehicles similar to the Go-4 for the majority of its parking enforcement duties, the department specified the Toyota Tacoma trucks since the vehicles can be used for both traffic and animal control duties, providing greater flexibility. The selection of these vehicles has been approved by the using department and the City's fleet manager.

A total of four bid responses were received. The bid comparison (Attachment 1) shows the aggregate price, including sales tax (the 1% local sales tax return to the City has been applied to the Manhattan Beach Toyota bid) and fees (the lowest bid is indicated in bold font). Penske Toyota was the lowest bidder. As a result, staff recommends that the City Council award Bid #938-14 to the lowest responsive bidder, Penske Toyota, in the amount of \$59,478.00.

If this purchase is approved, the existing units will be retired and sent to auction. The auction amount will be determined by vehicle and market conditions. The new vehicles will arrive in approximately 2-3 months.

CONCLUSION:

Staff recommends that the City Council award Bid #938-14 to Penske Toyota for the purchase of two budgeted replacement Tacoma trucks in the amount of \$59,478.00.

Attachment:

1. Bid #938-14 Comparison for Toyota Tacoma (2)

Attachment 1 -
Bid #938-14 Toyota Tacoma (2)

Vendor	Tacoma (2)
1. Penske Toyota	\$59,478.00
2. Wondries Fleet Group	\$61,641.74
3. Manhattan Beach Toyota	\$64,966.54
4. DCH Toyota of Torrance	No Bid

Agenda Date: 9/10/2013

TO:

Honorable Mayor and Members of the City Council

THROUGH:

David N. Carmany, City Manager

FROM:

Bruce Moe, Finance Director
Gwen Eng, General Services Manager

SUBJECT:

Award of Bid for the Budgeted Purchase of Two Ford Edge Replacement Vehicles for the Police Department from Ford of Orange in the Amount of \$57,704.44.

APPROVE

RECOMMENDATION:

This agenda item was pulled from the Consent Calendar at the September 3, 2013 City Council meeting and continued to the September 10, 2013 Adjourned Regular City Council meeting.

Staff recommends that the City Council award Bid #936-14 to Ford of Orange for the purchase of two Edge vehicles in the amount of \$57,704.44.

FISCAL IMPLICATIONS:

Funds totaling \$75,000 are budgeted in the FY 2013-2014 Fleet Management Fund for the purchase and equipping of these vehicles. The vehicles cost \$57,704.44 - the remaining budgeted funds of \$17,295.56 will be used to outfit the vehicles with customary hardware, electronics and any other necessary equipment.

BACKGROUND:

The FY 2013-2014 budget includes the replacement of 44 vehicles in the City's fleet that need to be replaced in order to maintain service levels, reduce repair costs and provide for cost-effective fleet operations. The list represents "catch-up" years when the fleet was not actively replaced due to budget constraints. Where possible and practical, alternative fuel vehicles have been selected.

DISCUSSION:

Budgeted replacement vehicles recommended for purchase include two Ford Edge vehicles

for the Police Department (School Resources officer and Captain). The vehicles specified have been researched for suitability for the intended purpose, and have been approved by the using department and the City's fleet manager.

A total of seven bid responses were received. The bid comparison (Attachment 1) shows the aggregate price, including sales tax and fees (the lowest bid is indicated in bold font). Ford of Orange was the lowest bidder. As a result, staff recommends that the City Council award Bid #936-14 to the lowest responsive bidder, Ford of Orange, in the amount of \$57,704.44.

If this purchase is approved, the existing units will be retired and sent to auction. The auction amount will be determined by vehicle and market conditions. The new vehicles will arrive in approximately 2-3 months.

CONCLUSION:

Staff recommends that the City Council award Bid #936-14 to Ford of Orange for the purchase of two Edge vehicles in the amount of \$57,704.44.

Attachment:

1. Bid #936-14 Comparison for Ford Edge (2)

Attachment 1 -
Bid #936-14 Ford Edge (2)

Vendor	Edge (2)
1. Ford of Orange	\$57,704.44
2. Fairview Ford	\$58,210.42
3. Villa Ford	\$58,286.50
4. South Bay Ford	\$58,362.61
5. Frontier Ford	\$58,531.50
6. Raceway Ford	\$58,779.40
7. Power Ford Torrance	\$63,069.64

Agenda Date: 9/10/2013

TO:

Honorable Mayor and Members of the City Council

THROUGH:

David N. Carmany, City Manager

FROM:

Eve R. Irvine, Chief of Police
Julie Dahlgren, Management Analyst

SUBJECT:

Update on the 2013-2015 Police Department Strategic Plan.

RECEIVE AND FILE

RECOMMENDATION:

This agenda item was pulled from the Consent Calendar at the September 3, 2013 City Council meeting and continued to the September 10, 2013 Adjourned Regular City Council meeting.

Staff recommends that the City Council receive and file this report.

FISCAL IMPLICATIONS:

There is no fiscal impact associated with this recommendation.

BACKGROUND:

The Police Department's 2013-2015 Strategic Plan took effect on January 1, 2013 and serves as a road map to guide the Police Department in the delivery of police services to the Manhattan Beach community.

Workshops, surveys, and meetings were conducted with supervisors and with sworn and civilian personnel representing every Bureau in the Police Department. Community workshops with community stakeholders were also conducted in preparation for the new strategic plan. As a result of the workshops and planning sessions, three goals were identified:

1. Our Police Department is a highly effective organization where community members are engaged and employees have the resources they need to carry out the Department's mission.

2. Our employees are trained to deliver the highest levels of police services to the City of Manhattan Beach.

3. Our Police Department operates as a professional and committed team of community-minded, dependable, proactive, responsive, and caring employees.

Within each of these goals are quantifiable and measurable objectives and action items which outline how the Department will work to attain these goals.

DISCUSSION:

The first strategic plan update (Attachment 1) was made available to the public on July 30, 2013. Please accept this first update to the 2013 - 2105 Strategic Plan as evidence of the Police Department's continued commitment to providing excellent service to the Manhattan Beach community.

Updates on the Department's strategic plan progress will continue to be provided to the public every six months, and can be found on the Police Department website, or viewed in person at the City Clerk's Office and Police Department.

CONCLUSION:

Staff recommends that the City Council receive and file this report.

Attachment(s):

1. 2013-2015 Police Department Strategic Plan Update (January - June 2013)



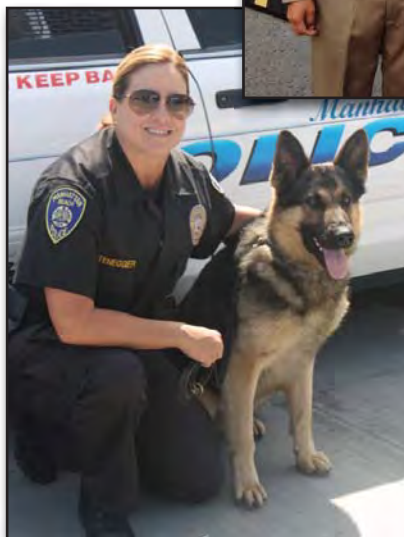
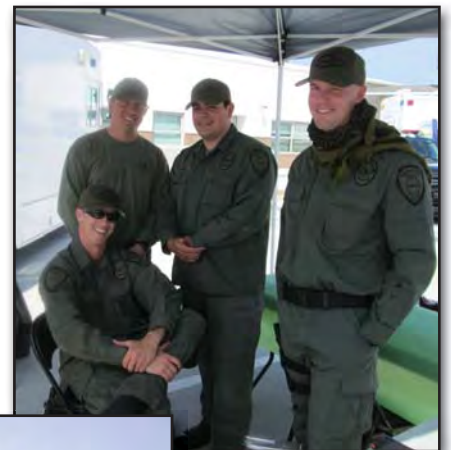
MANHATTAN BEACH POLICE DEPARTMENT 2013-2015 STRATEGIC PLAN



PROGRESS UPDATE

2013

January - June



CHIEF'S MESSAGE

July 2013

On behalf of the Manhattan Beach Police Department, I am proud to present the Police Department's first update on the 2013-2015 Strategic Plan. We are six months into our Strategic Plan and we have much to report on our progress and accomplishments.

The plan was created through the participation of all levels within the Police Department. Workshops, surveys, and meetings were conducted with sworn and civilian personnel representing every rank and Bureau. Community input was gathered through interactive community workshops. As a result of the workshops and planning sessions, three goals were identified:

Goal 1: Our Police Department is a highly effective organization where community members are engaged and employees have the resources they need to carry out the Department's mission.

Goal 2: Our employees are trained to deliver the highest levels of police services to the City of Manhattan Beach.

Goal 3: Our Police Department operates as a professional and committed team of community-minded, dependable, proactive, responsive, and caring employees.

Within each of these goals are quantifiable objectives and action items which outline how the Department will work to attain these goals.

The success of the Strategic Plan involves the actions of all Department supervisors and employees. Please accept this, our first update to the 2013 - 2105 Strategic Plan, as evidence of our Department's continued commitment to providing excellent service to our community.

The men and women of the Manhattan Beach Police Department are proud to serve our community, and with this document as a guide, we will strive to achieve an even higher level of service.

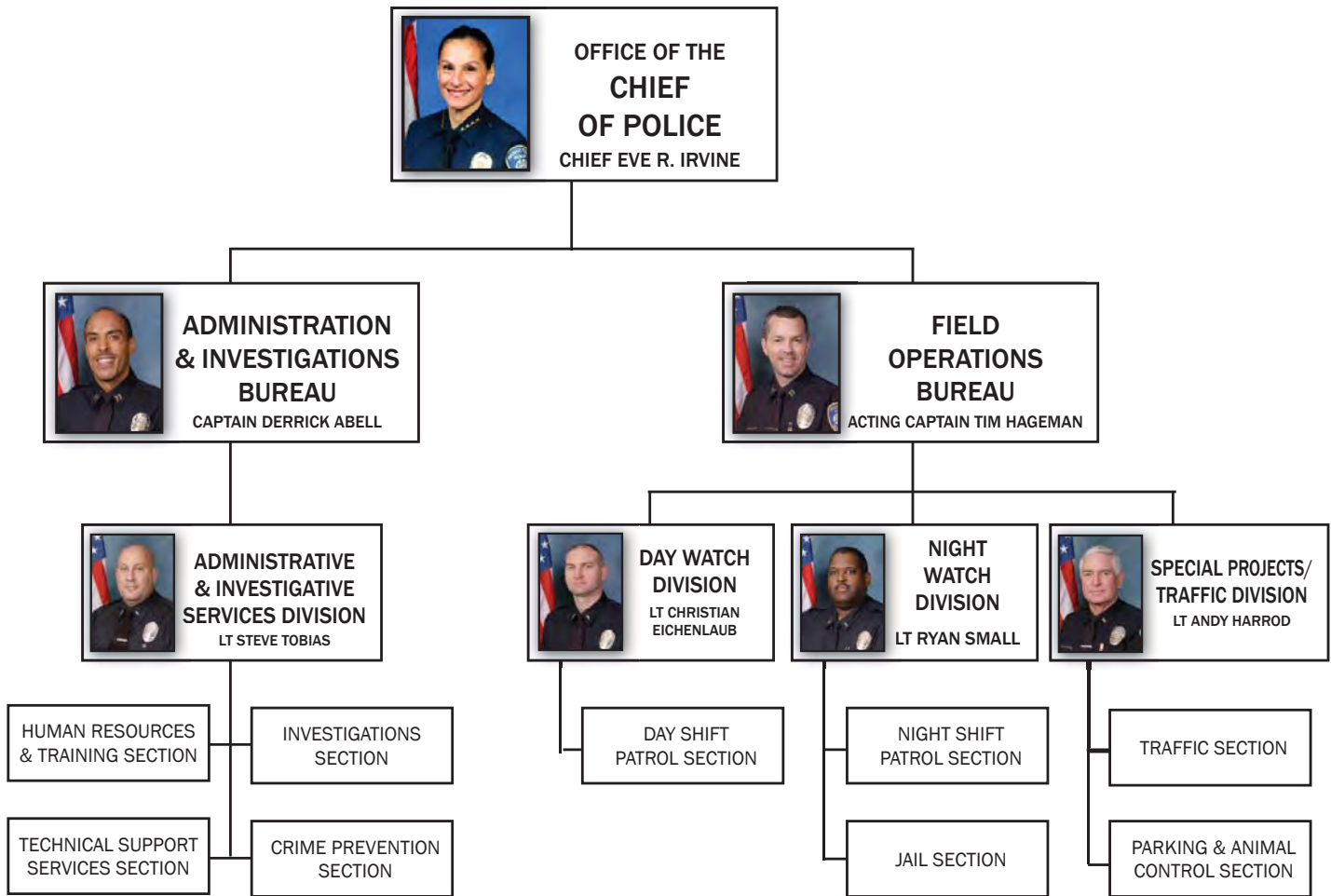
Sincerely,



Eve R. Irvine
Chief of Police



ORGANIZATIONAL CHART



OUR MISSION

To protect life, liberty, and property while providing excellent service and developing problem-solving partnerships within the community.

OUR VISION

We will strive to always exceed the expectations of those we serve, focus on being positive and optimistic, and treat everyone with the highest level of professionalism.

PROGRESS SUMMARY

We are six months into our 2013 - 2015 Strategic Plan and we have much to report on our progress and accomplishments. Updates have been compiled for each completed and in-progress action item, beginning on page 5. Below, you will find a quick summary of all of our goals, objectives, and action items, along with an “at-a-glance” status rating:

COMPLETED (C): Action item is completed
 IN PROGRESS (P): Action item implementation is underway
 NOT YET STARTED (-): Action item not yet begun

GOAL 1: OUR POLICE DEPARTMENT IS A HIGHLY EFFECTIVE ORGANIZATION, WHERE COMMUNITY MEMBERS ARE ENGAGED AND EMPLOYEES HAVE THE RESOURCES THEY NEED TO CARRY OUT THE DEPARTMENT'S MISSION.

Objective 1: Collaborate with community members to develop innovative and creative ways to reduce crime.

1.1.1: By 3/31/13, identify and evaluate existing community partnerships.	C
1.1.2: By 6/30/13, hold community forums to identify new community partnership opportunities.	C
1.1.3: By 6/30/14, develop a plan to better utilize social media technologies to improve communications with community members.	P
1.1.4: Beginning on 6/30/13, and continuing every six months thereafter, provide community members with an online update of the progress of the department's strategic plan, as well as provide hardcopies of the updates at the Police Department's front desk and the City Clerk's office.	P
1.1.5: Beginning in 2013, hold town hall meetings to keep community members updated on critical events and other issues that arise.	P

Objective 2: Increase the efficiency and effectiveness of the department's internal operations.

1.2.1: By 12/31/13, evaluate department mission, vision, and values and revise as needed.	P
1.2.2: By 12/31/14, review department policies and procedures and revise as needed to align with revised mission, vision, and values, as well as current operating conditions.	P
1.2.3: By 6/30/14, conduct department-wide technology assessment.	P
1.2.4: By 12/31/14, develop plan to improve technology resources and usage.	-
1.2.5: By 6/30/15, train employees in the proper use of new or existing technologies.	-
1.2.6: By 12/31/13, conduct an internal and external communications audit.	P
1.2.7: By 12/31/14, conduct an internal and external communications audit.	-
1.2.8: By 12/31/15, conduct an internal and external communications audit.	-
1.2.9: By 12/31/13, implement the findings of the 2013 communications audit to improve internal and external communications.	P
1.2.10: By 12/31/14, implement the findings of the 2014 communications audit to improve internal and external communications.	-
1.2.11: By 12/31/15, implement the findings of the 2015 communications audit to improve internal and external communications.	-

Objective 3: Collaborate with external agencies to enhance knowledge and resource sharing.

1.3.1: By 6/30/13, identify and evaluate existing external agency partnerships.	C
1.3.2: By 12/31/13, evaluate and update external agency partnership list.	P
1.3.3: By 12/31/14, evaluate and update external agency partnership list.	-
1.3.4: By 12/31/15, evaluate and update external agency partnership list.	-

GOAL 2: OUR EMPLOYEES ARE TRAINED TO DELIVER THE HIGHEST LEVELS OF POLICE SERVICES TO THE CITY OF MANHATTAN BEACH.

Objective 1: Create a master training plan

2.1.1: By 3/31/13, identify the department’s training and development needs.	C
2.1.2: By 9/30/13, produce a master training plan.	P
2.1.3: By 9/30/14, evaluate training and revise master training plan, if needed.	-
2.1.4: By 9/30/15, evaluate training and revise master training plan, if needed.	-

Objective 2: Develop the technical proficiency and expertise of our employees

2.2.1: By 12/31/14, develop and deliver, in a one-on-one meeting, a personalized development plan for every employee.	P
2.2.2: By 6/30/13, examine and evaluate current mentoring program.	C
2.2.3: By 12/31/14, upon their request, match each interested employee with an available mentor.	P

Objective 3: Develop the leadership skills and effectiveness of our supervisors, managers, and command staff-level employees.

2.3.1: By 12/31/13, each leader will have attended 4 hours of leadership training.	P
2.3.2: By 12/31/14, each leader will have attended 4 hours of leadership training.	-
2.3.3: By 12/31/15, each leader will have attended 4 hours of leadership training.	-

GOAL 3: OUR POLICE DEPARTMENT OPERATES AS A PROFESSIONAL AND COMMITTED TEAM OF COMMUNITY-MINDED, DEPENDABLE, PROACTIVE, RESPONSIVE AND CARING EMPLOYEES.

Objective 1: Enhance the recruitment program to attract and select the best candidates for the department

3.1.1: By 3/31/13, review current selection standards in light of current applicant pool demographics and trends (i.e., military reductions) and revise as needed.	C
3.1.2: By 6/30/13, review current recruiting methods to improve access to qualified applicants and revise as needed.	C

Objective 2: Improve the department’s operational effectiveness.

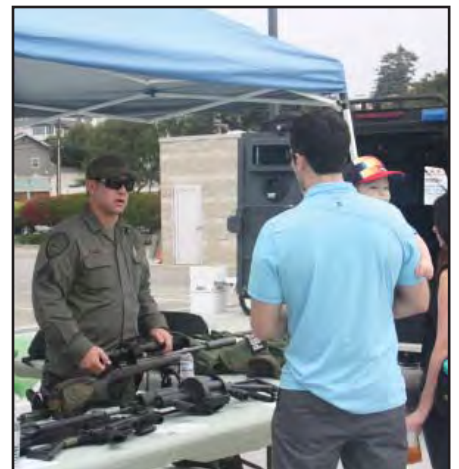
3.2.1: Beginning 3/31/13, and continuing every 3 months thereafter, review and evaluate current sworn staffing schedule and revise as needed to meet current operational requirements.	P
3.2.2: Beginning 6/30/13, and continuing every 6 months thereafter, review and evaluate current professional staffing schedule and revise as needed to meet current operational requirements.	P
3.2.3: Beginning 6/30/13, and continuing every 6 months thereafter, hold department meetings to brainstorm ideas for balancing operational needs with fiscal constraints (i.e., overtime, work schedules) to maintain fiscal accountability.	P
3.2.4: By 6/30/13, and continuing every 6 months thereafter, provide community members with an online update of the Police Department’s budget.	P

Objective 3: Create a leadership succession plan

3.3.1: Beginning 1/1/13, identify short- and long-term staffing changes.	P
3.3.2: Beginning 1/1/13, develop short- and long-term succession plans.	P
3.3.3: Beginning 1/1/13, communicate succession plans to employees and integrate with personal development plans.	P

GOAL 1

Our Police Department is a highly effective organization, where community members are engaged and employees have the resources they need to carry out the Department's mission.



OBJECTIVE 1

Collaborate with Community Members to Develop Innovative and Creative Ways to Reduce Crime

Action Item 1.1.1: By 3/31/13, identify and evaluate existing community partnerships.

COMPLETED. List of community partnerships was completed.

Action Item 1.1.2: By 6/30/13, hold community forums to identify new community partnership opportunities.

COMPLETED. A number of community forums were held, including:

- Community Police Academy (January – March)
- Coffee with a Cop, January 23, 2013
- Town Hall Meeting, February 11, 2013
- Coffee with a Cop, April 20, 2013
- Town Hall Meeting, April 30, 2013
- Open House, May 11, 2013

Community partnership highlights include recruiting new Volunteers to the Volunteers in Policing Program and welcoming several new Neighborhood Watch Block Captains to the Neighborhood Watch Program. Based on resident feedback, the Police Department has prioritized the utilization of social media as a means by which to enhance our community partnerships.

Action Item 1.1.3: By 6/30/14, develop a plan to better utilize social media technologies to improve communications with community members.

IN PROGRESS. Draft Social Media Policy is underway. Staff is working on our social media implementation plan, with a goal of deploying social media in summer 2013.

Action Item 1.1.4: Beginning on 6/30/13, and continuing every six months thereafter, provide community members with an online update of the progress of the department's strategic plan, as well as provide hardcopies of the updates at the Police Department's front desk and the City Clerk's office.

IN PROGRESS. Updates will be posted to the City website and made available at the Police Department Front Desk and at the City Clerk's Office by July 31 and January 31 throughout the life of the strategic plan. As of June 30, 2013, staff is on target to complete the first update on schedule.

Action Item 1.1.5: Beginning in 2013, hold town hall meetings to keep community members updated on critical events and other issues that arise.

IN PROGRESS. The first Town Hall Meeting of 2013 was held on February 11, 2013. Topics included Criminal Justice Realignment and Crime Prevention Tips. A Neighborhood Watch focused Town Hall meeting was conducted on April 30, 2013. The next Town Hall meeting is planned for September 18, 2013; topics will include Disaster Preparedness and Neighborhood Watch.

OBJECTIVE 2

Increase the Efficiency and Effectiveness of the Department's Internal Operations

Action Item 1.2.1: By 12/31/13, evaluate department mission, vision, and values and revise as needed.

IN PROGRESS: Initial discussions are underway; Command Staff are meeting in August 2013 to determine next steps.

Action Item 1.2.2: By 12/31/14, review department policies and procedures and revise as needed to align with revised mission, vision, and values, as well as current operating conditions.

IN PROGRESS: The Department Policy Manual and Jail Manual have been revised to meet current operating conditions and align with industry best practices. If it is determined that the mission, vision, and/or values need to be refreshed (per 1.2.1), staff will ensure that changes are incorporated in the policy manuals, as appropriate.

Action Item 1.2.3: By 6/30/14, conduct department-wide technology assessment.

IN PROGRESS: Formal assessment from the City's Information Systems Master Plan Consultant identified the need for a full-time Information Systems Specialist dedicated to serving the technology needs of Public Safety. We are in the process of hiring this critical position. The complete technology audit and assessment will take place once the Department's new Information Systems Specialist is brought on board. In the meantime, urgent technology needs are being handled on a case by case basis.

Action Item 1.2.4: By 12/31/14, develop plan to improve technology resources and usage.

Not yet started. Awaiting completion of 1.2.3.

Action Item 1.2.5: By 6/30/15, train employees in the proper use of new or existing technologies.

Not yet started. Awaiting completion of 1.2.4.

Action Item 1.2.6 - 1.2.8: Conduct annual internal and external communications audit.

IN PROGRESS: The first audit is in progress and is focused on the front desk/records area – both internal communication and our external communication and customer service.

Action Item 1.2.9 – 1.2.11: Implement the findings of the annual communications audit to improve internal and external communications.

IN PROGRESS: Steps have been taken to improve ergonomics of the front desk area, which have improved efficiency and access by front desk personnel to the counter. Additional action items identified by the audit will be implemented in the next six months.

OBJECTIVE 3

Collaborate With External Agencies to Enhance Knowledge and Resource Sharing Opportunities

Action Item 1.3.1: By 6/30/13, identify and evaluate existing external agency partnerships.

COMPLETED. List of external partnerships completed.

Action Item 1.3.2 – 1.3.4: Evaluate and update external agency partnership list annually.

IN PROGRESS: The list of external partnerships will be updated by December 31, of each year of the strategic plan.

GOAL 2

Our employees are trained to deliver the highest levels of police services to the City of Manhattan Beach.



OBJECTIVE 1

Create a Master Training Plan.

Action Item 2.1.1: By 3/31/13, identify the department's training and development needs.

COMPLETED. Draft training plans were developed for each job classification and specialty assignment. Employees were given an opportunity to review and provide feedback.

Action Item 2.1.2: By 9/30/13, produce a master training plan.

IN PROGRESS. Draft Master Training Plan was presented to Command Staff in April 2013. Revisions are underway and will be compiled by 9/30/13. The plan will be presented to all supervisors at an upcoming Supervisor monthly meeting, and then shared Department-wide with all employees.

Action Item 2.1.3 – 2.1.4: Evaluate training and revise master training plan annually, if needed.

Not yet started. Awaiting completion of 2.1.2.

OBJECTIVE 2

Develop the Technical Proficiency and Expertise of Our Employees.

Action Item 2.2.1: By 12/31/14, develop and deliver, in a one-on-one meeting, a personalized development plan for every employee.

IN PROGRESS. This topic was introduced at the April Supervisor Staff Meeting. An addendum to the annual employee evaluation was created and is currently being incorporated into the 2013/2014 evaluation process. Throughout the next year, the addendum, coupled with the Master Training Plan, will serve as the basis for a meaningful discussion with employees about their career development goals. Subsequent evaluations will track progress on and achievement of the development goals.

Action Item 2.2.2: By 6/30/13, examine and evaluate current mentoring program.

COMPLETED. The Department's current informal mentorship program was evaluated. Mentorship opportunities will continue to be available year around; to make mentorship opportunities better known within the Department, starting July 1, 2013, employees will have an opportunity to request being paired with a mentor each year through the evaluation process.

Action Item 2.2.3: By 12/31/14, upon their request, match each interested employee with an available mentor

IN PROGRESS. Employees who express an interest in being mentored will be paired with an available mentor.

OBJECTIVE 3

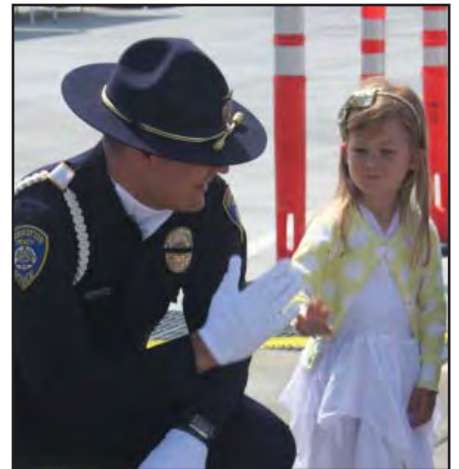
Develop the Leadership Skills and Effectiveness of Our Supervisors, Managers, and Command Staff-Level Employees.

Action Item 2.3.1 – 2.3.2: Each leader will attend at least 4 hours of leadership training annually.

IN PROGRESS. More than two thirds of supervisors have already completed their required leadership training for the 2013 calendar year. Training opportunities are emailed to supervisors periodically, and we are on target to complete the action item by the December 2013 deadline. Training requirements reset each calendar year.

GOAL 3

Our Police Department operates as a professional and committed team of community-minded, dependable, proactive, responsive, and caring employees.



OBJECTIVE 1

Enhance the Recruitment Program to Attract and Select the Best Candidates for the Department.

Action Item 3.1.1: By 3/31/13, review current selection standards in light of current applicant pool demographics and trends (i.e., military reductions) and revise as needed.

COMPLETED. A team of Police supervisors met with City Hall Human Resources staff to review and discuss current selection standards. It was determined that current standards were reasonable and were attracting the qualified individuals the department seeks.

Action Item 3.1.2: By 6/30/13, review current recruiting methods to improve access to qualified applicants and revise as needed.

COMPLETED. A team of Police supervisors met with City Hall Human Resources staff to review current recruiting methods. Several changes were made to recruiting/hiring methods including instituting continuous hiring of entry level personnel (with written and physical tests scheduled monthly), recruiting self-sponsored academy trainees at local police academies, and recruiting at military bases. To expedite the hiring process, additional part-time background investigators were brought on to help process backgrounds during busy hiring times to maintain timely completion of backgrounds.

OBJECTIVE 2

Improve the Department's Operational Effectiveness.

Action Item 3.2.1: Beginning 3/31/13, and continuing every 3 months thereafter, review and evaluate current sworn staffing schedule and revise as needed to meet current operational requirements.

IN PROGRESS: In March 2013, Patrol officers transitioned from a 4/10 work schedule (10 hours a day, 4 days a week) to a 3/12 schedule (12.5 hours a day, 3 days a week, plus one 10-hour day every 4 weeks). Other agencies have implemented this alternative work schedule with success and improved staffing efficiencies. The Manhattan Beach Police Department will conduct a one-year trial period of the 3/12 schedule. The Command Staff will conduct monthly meetings with the Police Officers Association during our first year of implementation. Staffing and deployment adjustments are being made as needed to meet Department and community needs.

Action Item 3.2.2: Beginning 6/30/13, and continuing every 6 months thereafter, review and evaluate current professional staffing schedule and revise as needed to meet current operational requirements.

IN PROGRESS. Staffing levels were reviewed; additional support personnel were requested through budget process, 4 civilian positions were approved by the City Council on June 18, 2013: IS Specialist, Admin Clerk (PACS), Admin Clerk (PRRs/Subpoenas), and a Community Services Officer. We are also currently moving to fill the 6th Jailer position which was added to our budget in FY 2012/2013. Alternative work schedules (previously implemented for civilian Parking, Jail, and Records personnel), were extended to all civilian staff.

Action Item 3.2.3: Beginning 6/30/13, and continuing every 6 months thereafter, hold department meetings to brainstorm ideas for balancing operational needs with fiscal constraints (i.e., overtime, work schedules) to maintain fiscal accountability.

IN PROGRESS. Initial overtime cost of the 3/12 schedule caused overtime to spike. Patrol staffing needs were evaluated and scheduling was adjusted to reduce demands for overtime and to provide for more efficient patrol deployment.

Action Item 3.2.4: By 6/30/13, and continuing every 6 months thereafter, provide community members with an online update of the Police Department's budget.

IN PROGRESS. Year-end budget estimates were provided to residents through the budget study sessions in May 2013. Final FY 2012/2013 expenditures will be provided to the public by August 31, 2013.

OBJECTIVE 3

Create A Leadership Succession Plan.

Action Item 3.3.1: Beginning 1/1/13, identify short- and long-term staffing changes.

IN PROGRESS. Current recruitments for all available sworn positions are posted. "Request to Fills" have been completed for the four new budgeted civilian positions. The open and competitive recruitment process for Police Captain is expected to conclude mid-August.

A long-term, visual matrix will be created to help Command Staff and supervisors better monitor timing of rotational assignments and future retirements.

Action Item 3.3.2: Beginning 1/1/13, develop short- and long-term succession plans.

IN PROGRESS. Awaiting completion of the Master Training Plan.

Action Item 3.3.3: Beginning 1/1/13, communicate succession plans to employees and integrate with personal development plans.

IN PROGRESS. Awaiting the completion of 3.3.2.