

**CITY OF MANHATTAN BEACH  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

**TO:** Parking and Public Improvements Commission

**FROM:** Richard Thompson, Director of Community Development  
Nhung Madrid, Senior Management Analyst  
Erik Zandvliet, Traffic Engineer

**DATE:** January 23, 2014

**SUBJECT:** Request for Disabled Parking Space – 3620 The Strand

**RECOMMENDATION:**

Staff recommends that the Parking and Public Improvements Commission approve the installation of one on-street disabled parking space on the south side of Rosecrans Avenue adjacent to 3620 The Strand.

**BACKGROUND / DISCUSSION:**

In October 2013, the City received a request from applicant, Mr. Brian Taylor, for the installation of an on-street disabled parking space adjacent to his residence at 3620 The Strand (Exhibit A). Mr. Taylor has one assigned private parking space; however, the space is located between two buildings and is too narrow and very difficult for him to get in and out of his vehicle with crutches due to his current condition. Mr. Taylor primarily utilizes the angled public parking spaces located on the south side of Rosecrans Avenue.

The Traffic Engineer reviewed the request for compliance with the Disabled On-Street Parking Guidelines adopted by the City Council in 2002 (Exhibit B). The Traffic Engineer determined that the request is consistent with the guidelines and recommends approval of the parking space.

Per the guidelines, staff mailed out a notice to all neighboring properties within 150' of the proposed location to allow residents the opportunity to provide comments prior to installation of the disabled parking space (Exhibit C). As a result of the notice, three written comments were received objecting to the request (Exhibit D). Three neighboring residents have objected to the installation of the parking space for the following reasons:

- On-street parking is in very high demand in this area.
- There is a disabled parking space in the nearby El Porto Beach parking lot that can be used.
- The request is adjacent to a rental property.
- The adjacent rental property has designated on-site parking available.
- Other nearby rental properties do not have on-site parking and must rely on limited street parking.
- There are no commercial businesses in area so the requested space is for personal use
- The recommended location of the parking space is on a slope making it difficult for a disabled person to use the space.

- Since the request is adjacent to a rental property, the space may only be needed for the short term.
- Since the request is adjacent to a rental property, the requestor does not pay property taxes.

It is the Traffic Engineer's determination that the above reasons do not disqualify the original request nor change the results of the established qualification criteria.

**CONCLUSION:**

While the request appears to be consistent with City policy, there has been some opposition within the neighborhood; therefore, it has been referred to the Commission for consideration in a public forum. By way of mailed notice, all properties within 500' of the proposed on-street parking space have been notified of tonight's meeting (Exhibit E).

Staff recommends the Commission hold a public meeting, take public comments, and recommend approving the installation of one on-street disabled parking space on the south side of Rosecrans Avenue adjacent to 3620 The Strand.

**Exhibits**

- A. Application Packet
- B. Disabled Street Parking Guidelines
- C. Initial Mailed Notice Dated November 20, 2013
- D. Public Comments
- E. January 23, 2014 PPIC Meeting Notice



**EXHIBIT A**  
PPIC Mtg 1/23/14

# DISABLED PARKING APPLICATION

City Hall 1400 Highland Avenue Manhattan Beach, CA 90266  
Telephone (310) 802-5500 FAX (310) 802-5501 TDD (310) 546-3501

Applicant: BRIAN TAYLOR Date: \_\_\_\_\_

MAILING Address: 3620 The Strand Phone #: (314) 319 504 3633

City: Manhattan Beach State: CA Zip: 90266

Address: 3620 The Strand

Reasons for Disabled Parking Space: space too narrow in between building to open door and get clothes out

Specific Preferred Parking Location: \_\_\_\_\_

Why Garage Cannot Be Used Or Driveway: NO GARAGE and too narrow and tight for two

Signature: Brian Taylor Date: 10/22/13

The following documents are required to be returned to the Traffic Management Analyst for the City of Manhattan Beach:

1. A letter requesting a disabled parking space and a sketch with the location; this letter must state why the garage cannot be used or the driveway for entry by the disabled person.
2. A copy of the disabled placard, license plate or the DMV registration for the disabled plate.
3. A letter from your doctor stating the present status of your condition. This letter is kept in the file to verify your condition warrants a disabled parking space.

Other parking regulations such as no parking for street sweeping are still enforced for the parking location. A work order will be written to the Public Works Department if all of the above are justified per the Traffic Engineer.

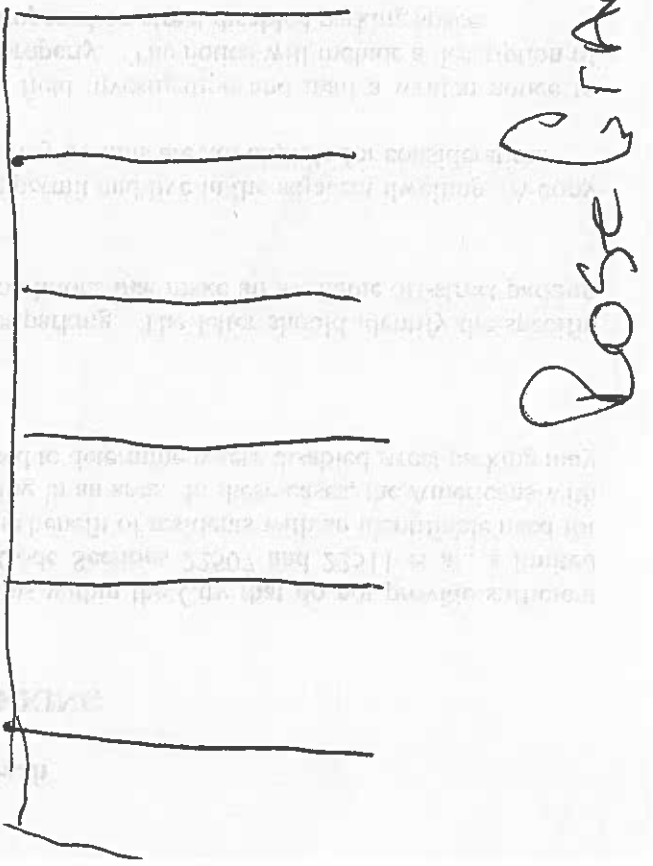
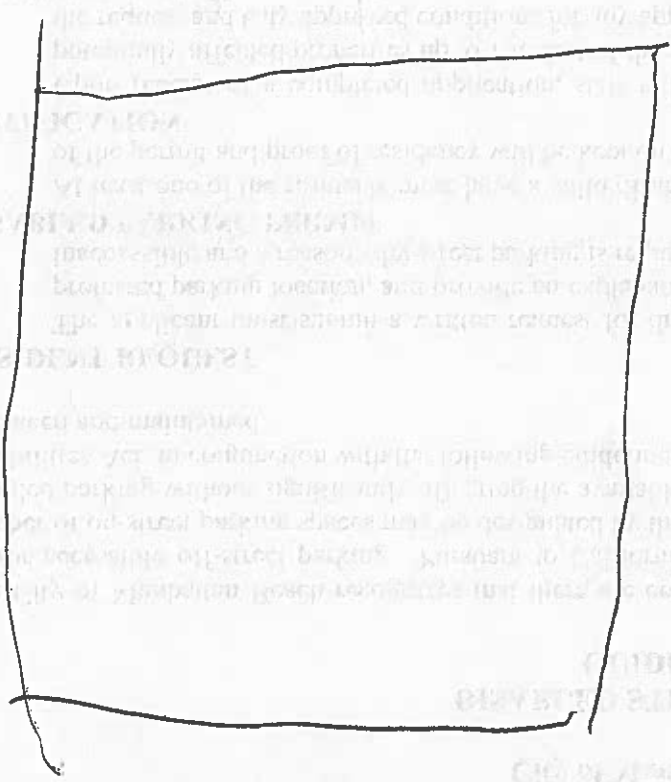
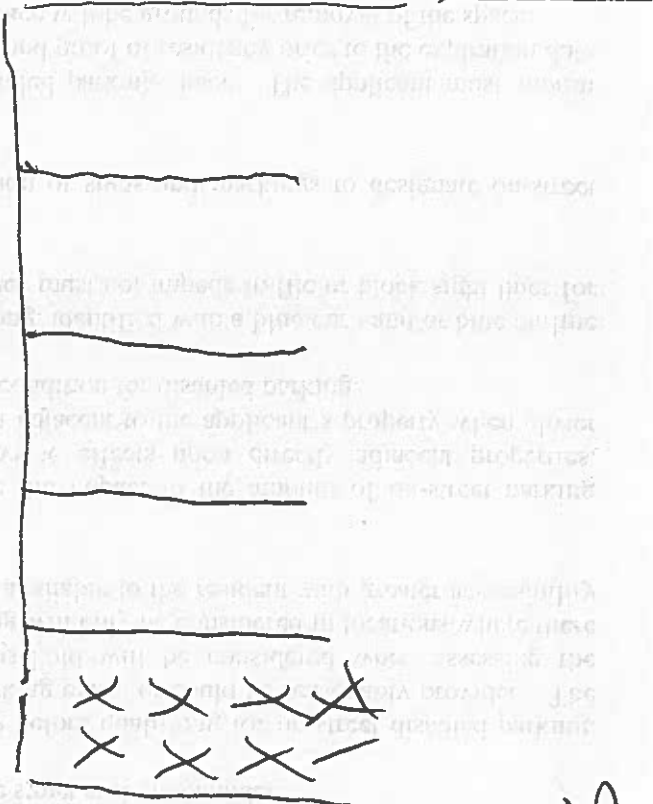
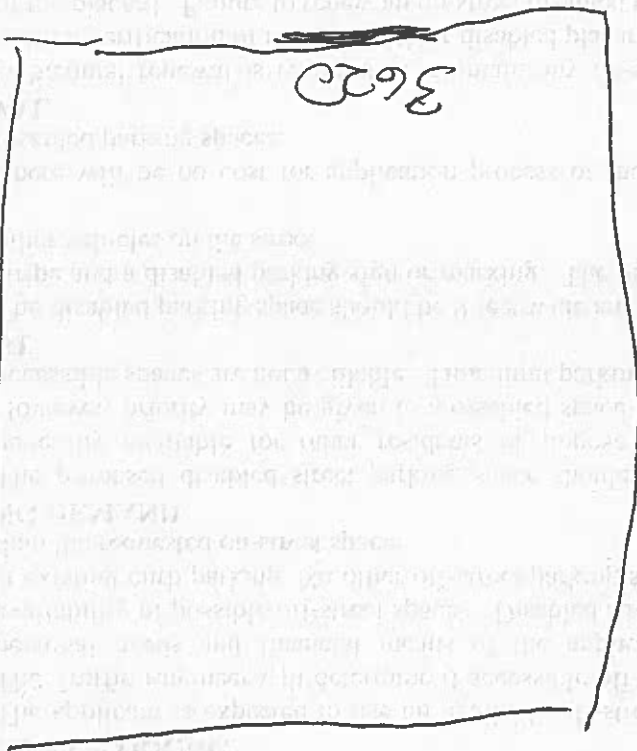
Cashier \$ NA Date \_\_\_\_\_ Initials \_\_\_\_\_  
 Acct.4502 Amount Receipt #

Fee Schedule	Disable Parking Application	\$00.00
	Permit Appeal	\$500.00

Comments/Notes Notices mailed 11/19/13 w/ DL 12/13/13 150' of 3620 address.  
3 emails rec'd; refer to PIC

Approved / Denied [Signature] Date 12/13/13  
 PPIC Mtg 1/23/14 Community Development Department

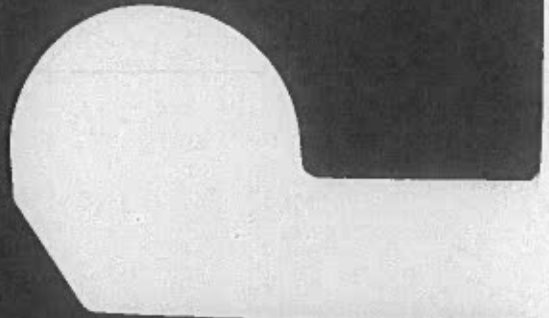
# The Strand



Rose GRANUS

REMOVE FROM MIRROR BEFORE DRIVING VEHICLE

CALIFORNIA



"WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200."

DISABLED PERSON



PARKING PLACARD

EXPIRES JUNE 30

2015

G 824428

PURCHASE OF FUEL (Business & Professions Code 13660)  
State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty.

MARKINA REALTY PAUL LUPO, SUE  
 RENTAL AGREEMENT AND/OR LEASE 30-543-0081

Landlord/Lessor/Agent: GRANT SMITH / PAUL LUPO  
 Tenant(s)/Lessee: MARIA HOUMADIAN  
 Tenant(s)/Lessee: BRIAN TAYLOR  
 Apartment Address: 3620 THE STRAND  
 City: MANHATTAN BEACH

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent (to the left) shall be referred to as "OWNER" and Tenant(s)/Lessee(s) (to the left) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed to the left.

1. TERMS: RESIDENT agrees to pay in advance \$3400.00 per month on the 1st day of each month. This agreement shall commence on OCT 10, 2013 and continue: (check one)

A.  Until SEPT 30th, 2014 as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Apartment is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever period is shorter.

B.  A month-to-month tenancy but may be terminated by either party. The owner giving a 60-day notice (for more than 1 year of residency) or a 30-day notice (for less than 1 year residency) and the resident giving a 30-day written notice of intention to terminate.

PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of:

\$2200.00 and a Security Deposit of \$3600.00 for a total payment of \$5800.00. All payments are to be made payable to: GRANT SMITH at the following address: 1716 THE STRAND MAN BEACH California, and Telephone Number 310-545-5111 who is usually available on the following days: during the following hours:

3. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible.

4. LATE CHARGE: A late fee of \$50.00, said amount not to exceed 6% of the monthly rent, shall be added to any payment of rent not made before 3 day(s) after the due date or for which a deficient (bounced) check shall have been given.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except WATER & TRASH.

6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance: RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as, musical instrument, item(s) of unusual weight or dimension, RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. PARKING: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT is hereby assigned parking space # RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.

10. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-mentioned items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property; trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

3. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pie, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests.

4. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all house, pool, pet, and laundry rules, which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry). Items must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

5. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.

6. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice (for more than 1 year of residency) or a 30-day notice (for less than 1 year residency) and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be as so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

7. POSSESSION: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this agreement shall be pro-rated and begin on the date of actual possession.

INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL ASSETS. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law.

9. RIGHT OF ENTRY AND INSPECTION: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated for a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be offered to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: moving food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.

10. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

11. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

12. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

13. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees & costs in addition to other damages awarded. Due to the fees that can be charged by attorneys, it is agreed by the parties that both sides will waive their right to a jury trial.

14. ABANDONMENT: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.

15. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

16. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

17. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)  
OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, or See Attached. (A separate form is attached disclosing OWNER'S information.)

AGENT has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

RENTER'S ACKNOWLEDGEMENT (Initial)  
RENTER'S Initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

18. MOLD: The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

ADDITIONS AND/OR EXCEPTIONS:

19. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment / house and all notices to OWNER / AUTHORIZED PERSON shall be served to:

Person Authorized To Manage Property:  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

Owner or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

Person or Entity Authorized to Receive Payment of Rent:  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

20. INVENTORY: The Apartment contains the following items for use by RESIDENT:

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

31. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)  
\_\_\_\_\_ House Rules \_\_\_\_\_ Mailbox Keys \_\_\_\_\_ Pool Rules \_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Laundry Rules \_\_\_\_\_ Pet Agreement \_\_\_\_\_ Apartment Keys \_\_\_\_\_ Other: \_\_\_\_\_

32. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

33. NOTICE: The Calif. Dept. of Justice, Sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the location of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Dept. of Justice maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

34. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." ( \_\_\_\_\_ RESIDENT'S Initials), OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

\_\_\_\_\_ RESIDENT'S Initials (on left) hereby acknowledge that this Agreement was translated and interpreted in their foreign language of: \_\_\_\_\_

Printed Name of Interpreter \_\_\_\_\_ Signature of Interpreter \_\_\_\_\_ Date \_\_\_\_\_  
Owner/Agent \_\_\_\_\_ Date 9-28-13  
Resident \_\_\_\_\_ Date 9-28-13  
Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_  
Resident \_\_\_\_\_ Date \_\_\_\_\_  
Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_  
Resident \_\_\_\_\_ Date \_\_\_\_\_

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

City of Manhattan Beach

**EXHIBIT B**  
PPIC Mtg 1/23/14

**DISABLED STREET PARKING  
GUIDELINES**

The City of Manhattan Beach recognizes that there are certain locations within the City that do not provide sufficient and/or accessible off-street parking. In those cases, a limited number of on-street parking spaces may be designated for the benefit of residents with an identifiable need for disabled parking without significantly affecting the available curb parking in an area. In these cases, the following guidelines should be followed:

**RESIDENT REQUEST**

Meets Criteria Yes

The applicant must submit a written request for disabled street parking. The letter should identify the specific preferred parking location, an explanation of the conditions that make all available off-street parking inaccessible and a reason why street parking is required.

**DISABLED PARKING PERMIT**

Meets Criteria Yes

At least one of the residents must have a valid disabled parking permit and live in the dwelling. A copy of the permit and proof of residency will be kept on file.

**ACCESSIBLE PATH**

Meets Criteria     

The property should have an accessible path from the street side to the residence. When the passenger side of the vehicle is used for disabled access, then there must be an accessible loading area along the street curb or shoulder.

**OFF STREET PARKING**

Meets Criteria Yes

No other off-street parking should be available to the resident with greater accessibility than the requested on-street space. The applicant is expected to use all available off-street spaces before utilizing on-street parking. Disabled street parking will only be considered in locations where there is existing curb parking.

**PARKING DEMAND**

Meets Criteria Yes

The proposed disabled street parking space should not significantly impact the amount of parking available for other residents. Exceptions to this criteria will be considered in cases where personal or mechanical assistance is needed for entering or exiting the vehicle. For the purposes of this criteria, significant impact occurs when the disabled parking space would reduce available parking spaces by over 25% on either the same or both sides of the street. Note: Disabled vehicles are allowed to park in time limit parking spaces without time restrictions.

**LAYOUT:**

Meets Criteria Yes

The disabled parking space should be 9 feet wide and 20 feet long, identified with a blue curb and/or blue outline stripe and a disabled parking sign or marking. The parking space must not impede traffic or block sight lines for other vehicles on the street.

**REVOCAION AND REMOVAL**

The City reserves the right to remove or relocate disabled street parking space(s) at any time, including non-renewal of the disabled parking permit, relocation of the resident requiring disabled parking, or changes that result in a failure to meet one or more of the above guidelines.

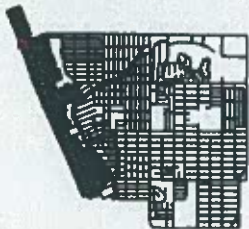
LOCATION: 3620 The Strand (Rosecrans Ave)

REQUESTOR: Brian Taylor

COMMENTS: Eligible ADA space - send notice to residents (150')



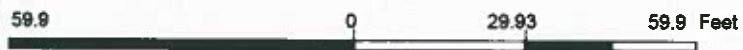
# 3620 The Strand Disabled Parking Application



## Legend

- Addresses
- City Boundary
- Streets
- Parcels
- Basemap Labels

Scale: 1: 359



This map is a user generated static output from the "MB GIS Info" Intranet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

© Latitude Geographics Group Ltd.

## Notes



# City of Manhattan Beach

## Community Development

**EXHIBIT C**  
PPIC Mtg 1/23/14

Phone: (310) 802-5500  
FAX: (310) 802-5501  
TDD: (310) 546-3501

November 20, 2013

Property Owner and/or Resident  
Manhattan Beach, CA 90266

RE: Request for Disabled Parking Space adjacent to 3620 The Strand

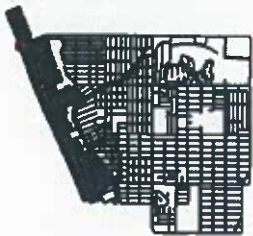
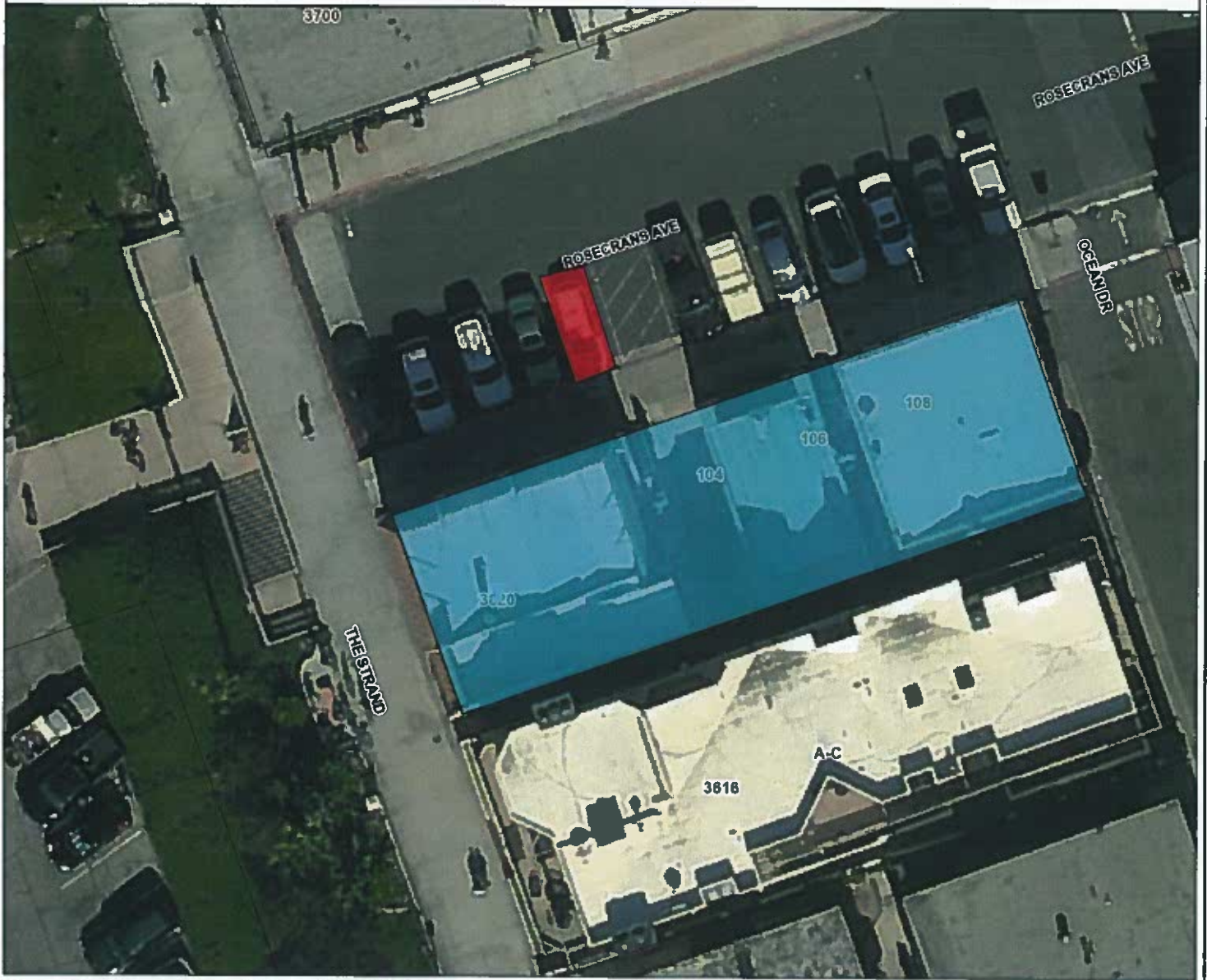
Dear Property Owner and/or Resident:

The City has received a request to install an on-street disabled parking space adjacent to 3620 The Strand. Please see the map on the back of this letter showing the proposed location of the disabled parking space. Prior to approving the request, the City would like to give neighboring residents the opportunity to provide comments. If you would like to provide comments or have any questions about this request, please contact me at (310) 802-5540 or at [nmadrid@citymb.info](mailto:nmadrid@citymb.info) by **Friday, December 13, 2013**.

Sincerely,

Nhung Madrid  
Senior Management Analyst  
Community Development Department

# Manhattan Beach



## Legend

Scale: 1: 273

- Addresses
- City Boundary
- Streets
- Parcels
- L3\_6429\_1783d.tif
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- Raseman Labels

45.5 0 22.74 45.5 Feet



This map is a user generated static output from the "MB GIS Info" Intranet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

## Notes

3820 The Strand

**Nhung Madrid**

**From:** Nhung Madrid  
**Sent:** Monday, November 25, 2013 3:42 PM  
**To:** 'Tana Hausch'  
**Subject:** RE: Handicap Parking Space Proposal on Rosecrans

- 1) What about the space at the very South end of El Porto Parking lot adjacent to Rosecrans? Why can't this suffice for this resident?

The Traffic Engineer evaluated the request and found that the recommended location is adjacent to the requestor's residence and there is a "hatched" area for greater accessibility directly east of the recommended space. The parking space in the El Porto lot is not a handicap accessible space to Rosecrans or the requestor's residence.

- 2) The only property adjacent is a rental unit. Therefore, there is no guarantee that this person will be at this location for a long period of time. They do not pay property taxes like the property owners in El Porto. How can this be justified?

The requestor provided proof of residency. It does not matter if the requestor is a property owner or renter. If the requesting party moves, they are required to notify the City that the space is no longer be needed, and the accessible parking space can be removed and designated back to an unrestricted parking space. We also require that requestors to provide updated disabled placard renewals every two years.

- 3) How can a property owner such as myself contest this? What are the procedures other than this email communication? If there is a procedure for this one resident (not sure if they are a property owner) to do this, then there must be a procedure for a person(s) to contest this. If not, why?

The evaluation process requires staff to obtain public comment and opinions (mailed notice that you received). If there is opposition to the request, staff may move forward and take the request to a public meeting (Parking and Public Improvements Commission Meeting) for recommendation and then to City Council for final action. We will send out notices if the item goes to the Commission.

We understand that parking is a premium in the City and we are very cautious when evaluating and approving these types of requests. Your input is valuable and we appreciate your feedback. If there is a hearing scheduled for this item, you will be notified through a mailed notice.

Thank you,  
Nhung

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**From:** Tana Hausch [mailto:tanahausch@roadrunner.com]  
**Sent:** Monday, November 25, 2013 10:18 AM  
**To:** Nhung Madrid  
**Subject:** RE: Handicap Parking Space Proposal on Rosecrans

Nhung,

Thank you for this response.

I have a few more questions:

- 1) What about the space at the very South end of El Porto Parking lot adjacent to Rosecrans? Why can't this suffice for this resident?

- 2) The only property adjacent is a rental unit. Therefore, there is no guarantee that this person will be at this location for a long period of time. They do not pay property taxes like the property owners in El Porto. How can this be justified?
- 3) How can a property owner such as myself contest this? What are the procedures other than this email communication? If there is a procedure for this one resident (not sure if they are a property owner) to do this, then there must be a procedure for a person(s) to contest this. If not, why?

The residents in El Porto need as many spaces as we currently have because there are so few.

Tana Hausch

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**From:** Nhung Madrid [mailto:nmadrid@citymb.info]  
**Sent:** Monday, November 25, 2013 9:52 AM  
**To:** 'Tana Hausch'  
**Subject:** RE: Handicap Parking Space Proposal on Rosecrans

Ms. Hausch,

Thank you for contacting the City with your concerns and comments. Please see my responses below:

- 1) Do you have to have a signed petition to install such a space? If so, how many people signed it?  
No, the procedures for this type of request does not require a petition.
- 2) If you don't have to have such a signed petition, then what is the procedure?  
On-street disabled parking spaces may be requested by any resident in the City. We require that requestors complete an application, provide proof of a DMV issued permanent disabled placard, a note from their health care provider stating the need for the parking space, and a sketch showing the desired location of the parking space. The City Traffic Engineer reviews the request using the guidelines below. If the request appears to meet the requirements and the Traffic Engineer recommends approval, the City sends out notices to all properties within 150' of the parking space

#### **DISABLED STREET PARKING GUIDELINES**

The City of Manhattan Beach recognizes that there are certain locations within the City that do not provide sufficient and/or accessible off-street parking. Pursuant to California Vehicle Code Sections 22507 and 22511 et al., a limited number of on-street parking spaces may be designated by the City for the benefit of residents with an identifiable need for disabled parking without significantly affecting the available curbside parking in an area. In these cases, the Americans with Disabilities Act, in conjunction with the following guidelines, will be used to determine where disabled street parking may be placed and maintained.

#### **RESIDENT REQUEST**

The applicant must submit a written request for disabled street parking. The letter should identify the specific preferred parking location, and provide an explanation of the conditions that make all available off-street parking inaccessible and a reason why street parking is required.

#### **DISABLED PARKING PERMIT**

At least one of the residents must have a valid disabled parking permit and live in the adjacent dwelling. A copy of the permit and proof of residency will be kept on file. Temporary permits are not eligible for consideration.

#### **NOTIFICATION**

Upon receipt of a completed application, staff will conduct a field investigation and mail a written notice to potentially affected properties up to 150 feet of the applicant's property. The notice will include a description of the request and City approved conditions for any appeal to the proposed on-street disabled parking space.

**ACCESSIBLE PATH**

The property should have an accessible path from the street side to the residence. The degree of accessibility may be dependent on the severity of the disability. When the passenger side of the vehicle must be used for disabled access, then there should be an accessible loading area along the street curb or shoulder.

**OFF STREET PARKING**

The applicant is expected to use all available off-street spaces before qualifying for on-street disabled parking. The Traffic Engineer will determine if accessible off-street parking exists or could be reasonably provided. The personal needs and financial means of the applicant's household will be considered when assessing the availability of possible off-street spaces. Disabled street parking will only be considered in locations where there is existing curb parking. No other off-street parking should be available to the resident with greater accessibility than the requested on-street space.

**PARKING DEMAND**

The proposed disabled street parking space should minimize the impact to the amount of on-street parking generally available for other residents or impose other adverse effects upon directly adjacent properties. However, priority may be given to a disabled space that is not adjacent to the applicant's property when closer accessible spaces are not available. Time limit parking is not a condition for disabled parking.

**LAYOUT**

The disabled parking space should be 9 feet wide and 20 feet long, identified with a blue curb and/or blue outline stripe and a disabled parking sign or marking. The parking space must not impede traffic or block sight lines for other vehicles on the street.

**COST**

There will be no cost for application process or the installation of signs and markings to designate on-street disabled parking spaces.

**RENEWAL**

A biennial renewal is required to maintain any on-street disabled parking space. The applicant must submit written verification of renewal of their disabled placard or plate and proof of residency prior to the expiration date of the placard. Failure to renew an on-street disabled parking space will be grounds for removal of the space.

**REVOCATION AND REMOVAL**

The City reserves the right to remove or relocate disabled street parking space(s) at any time, including failure to biennially renew the space(s) or maintain a valid permit status, relocation of the resident requiring disabled parking, or changes that result in a failure to meet one or more of the above guidelines.

- 3) Why at this particular location? It is on a hill making it harder for handicap people to easily get out of their car. This location is adjacent to the requestor's residence and there is a "hatched" area for greater accessibility directly east of the recommended space.

**Nhung Madrid**  
**Community Development Management Analyst**

P: (310) 802-5540

E: [nmadrid@citymb.info](mailto:nmadrid@citymb.info)



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**From:** Tana Hausch [<mailto:tanahausch@roadrunner.com>]  
**Sent:** Thursday, November 21, 2013 5:06 PM  
**To:** Nhung Madrid  
**Subject:** FW: Handicap Parking Space Proposal on Rosecrans

I just receive a letter from the city regarding a proposal to install a handicap parking space between the Strand and Ocean Avenue.

- 1) Do you have to have a signed petition to install such a space? If so, how many people signed it?
- 2) If you don't have to have such a signed petition, then what is the procedure?
- 3) Why at this particular location? It is on a hill making it harder for handicap people to easily get out of their car.

There are very few parking spaces in El Porto. Every parking space is valuable to the residents that live here because there is so little parking. We want the spot utilized like all the other spots. Furthermore, just down on the other side of Rosecrans at the south end of the parking lot there is a handicap parking space which is at the beach.

Why do you need another parking spot so close to the existing one since parking spots are so few and so valuable here in El Porto?

Sincerely,

Tana Hausch  
Local

**Nhung Madrid**

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**From:** Kali Sauder <kali.sauder@gmail.com>  
**Sent:** Friday, November 22, 2013 10:54 AM  
**To:** Nhung Madrid  
**Subject:** Disabled Parking Space near 3620 The Strand

Dear City of Manhattan Beach:

Thank you for asking for input regarding a disabled parking space adjacent to 3620 The Strand. I am a resident of 106 Rosecrans. While I understand the nature of the request and sympathize with my neighbor in 3620, I would like to point out that 3620 The Strand has a driveway with 2-3 designated parking spots. 106 Rosecrans has no designated parking; we have to compete with neighbors and visitors for the parking at the end of Rosecrans (exactly where the proposed spot is to be installed). In fact, I have had a unique challenge the past few months as I'm pregnant. Often, with groceries or other packages to carry into our residence, there's no parking available nearby and I'm forced to carry heavy bags, etc. from blocks away. And soon, I'll be forced to do the same with an infant in tow which sounds rather challenging. So, I empathize with my disabled neighbor and understand their request for a parking spot. However, since they already have designated parking, I suggest the parking spots at the end of Rosecrans remain available to all. Thank you for your consideration.

Kali Sauder  
Concerned Neighbor at 106 Rosecrans



**Nhung Madrid**

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**From:** Lincoln J Sise <lsise@raytheon.com>  
**Sent:** Wednesday, December 11, 2013 5:27 PM  
**To:** Nhung Madrid  
**Subject:** Rosecrans Parking

Hello Nhung,

I have been a resident of MB for ten years at 120 36th Place, and use street parking every night. I would like to provide feedback against the proposed disabled parking spot on Rosecrans:

- \* Because there are no commercial venues in that area - this appears to be for someone's personal use. Being on a steep hill, this disabled spot would only be able to be used by a certain population - and not all disabled people. I would propose a more flat location - like the flat parking lot lower down - such that the spot would be intended for everyone. This looks more to be someone who would like this particular spot, and is not being chosen based on availability to all disabled people. Also - I don't believe this would meet the ADA required 1:50 maximum slope in all directions. The sidewalk certainly is more than this gradient.
- \* Parking in our community is scarce, but also very open in nature. Unlike other communities - we have no local preferential parking, and anyone from any community can use any spot. Restricting that spot to disabled would not be in spirit of the other spots we have in the neighborhood.
- \* Recently we just lost two locations on 36th Street - just west of Highland. This would be the third parking spot lost in the immediate area in the past year. There was never any request for comment for 36th St, but I believe that if turning the spot on Rosecrans is approved - we should open one of the spots on 36th Street back up.
- \* I don't believe this is defined as a parking lot - so is ADA applicable for street parking?

-Lincoln

**PUBLIC MEETING**  
**ON STREET DISABLED PARKING SPACE**  
**ADJACENT TO 3620 THE STRAND**



The Parking and Public Improvements Commission (PPIC) will conduct a public meeting to consider the installation of one on-street disabled parking space on the south side of Rosecrans Avenue adjacent to 3620 The Strand.

**PARKING AND PUBLIC IMPROVEMENTS COMMISSION MEETING**

**WHEN: January 23, 2014 at 6:30 P.M.**

**WHERE: City Hall Council Chambers**

**1400 Highland Avenue, Manhattan Beach, CA 90266**

All interested parties are encouraged to attend and participate.

The Staff Report will be available at [www.citymb.info](http://www.citymb.info) on January 16, 2014 after 5:00 P.M. For additional information, please contact Nhung Madrid at (310) 802-5540 or email at [nmadrid@citymb.info](mailto:nmadrid@citymb.info).