


**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 T.E., City Traffic Engineer 

DATE: April 24, 2014

SUBJECT: On-Street 10-Minute Parking Space on the South Side of Rosecrans Avenue

RECOMMENDATION:

Staff recommends that the Parking and Public Improvements Commission hold a public meeting to review and discuss the newly installed 10 minute parking space located on the south side of Rosecrans Avenue adjacent to 3620 The Strand and provide staff with direction.

BACKGROUND:

In October 2013, the City received a request from Mr. Brian Taylor at 3620 The Strand for an on-street disabled parking space adjacent to his residence. The City has a program to allow disabled parking spaces on public streets when off-street accessible parking is not available under certain conditions. Based on the Traffic Engineer's evaluation of the guidelines, an on-street space was justified because there is insufficient loading area next to the assigned off-street space.

Per the Disabled On-Street Parking Guidelines adopted by the City Council in 2002, 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. As a result of the notice, written comments were received objecting to the request. Because of the opposition within the neighborhood, staff referred the request to the Parking and Public Improvements Commission for consideration in a public forum.

At the January 23, 2014 Parking and Public Improvements Commission meeting, staff provided a presentation and the Commission heard from Mr. Taylor, and two speakers who opposed the installation of the disabled parking space. The Commission also received five written comments, all which opposed the installation of the parking space. The Commission discussed with the Traffic Engineer concerns related to ADA requirements, liability issues, possible alternative parking spaces and other on-street disabled parking spaces throughout the City that have been approved through this program. Following the Commission's discussion, they unanimously recommended approving the space, subject to additional follow-up from the City Attorney and Traffic Engineer to determine whether the space would meet ADA design guidelines (Staff Report and Final Minutes Exhibits A & B).

DISCUSSION:

Following the Commission meeting, the Traffic Engineer reevaluated the proposed disabled parking space location and determined that the space would be located on an existing street with a significant slope that exceeds ADA guidelines. Also, the adjacent sidewalk and curb ramp (driveway) exceed ADA guidelines. These are existing conditions that cannot be feasibly remedied. The Traffic Engineer and City Attorney's Office concluded that the approved space does not meet ADA design guidelines, so the space should not be posted with accessible signage or markings.

Since the stated intent of the Commission's approval was to provide a disabled space for 3620 The Strand (or other disabled users), the Traffic Engineer proposed an alternate solution to post a 10-minute parking space instead. This restriction provides a slightly less restrictive space than a disabled space by permitting all users to park for 10 minutes, but also allows vehicles with disabled placards to be parked in excess of the time limit by law. The 10-minute parking sign was posted as an administrative action as permitted by the Municipal Code (Exhibit C). The Parking and Public Improvements Commission was informed of the alternative solution at its March 27, 2014 meeting.

After the installation of the 10-minute time limited parking space, the City received several complaints from residents within the area concerned about the limited availability of public parking spaces on Rosecrans Avenue (Exhibit D). At this time, the matter is being referred to the Commission for review and discussion.

Public notices to attend tonight's Commission meeting were mailed to all properties and residents within 500' of the 10-minute parking space (Exhibit E).

CONCLUSION:

Staff recommends that the Parking and Public Improvements Commission hold a public meeting to review and discuss the newly installed 10 minute parking space located on the south side of Rosecrans Avenue adjacent to 3620 The Strand and provide staff with direction.

Exhibits:

- A. January 23, 2014 Parking and Public Improvements Commission Meeting Staff Report
- B. January 23, 2014 Parking and Public Improvements Commission Meeting Minutes Excerpt
- C. Work Order/Location Map
- D. Public Comments
- E. Mailed Meeting Notice

**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
PPAC 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 #: ⁽³¹⁰⁾ 395043633

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.

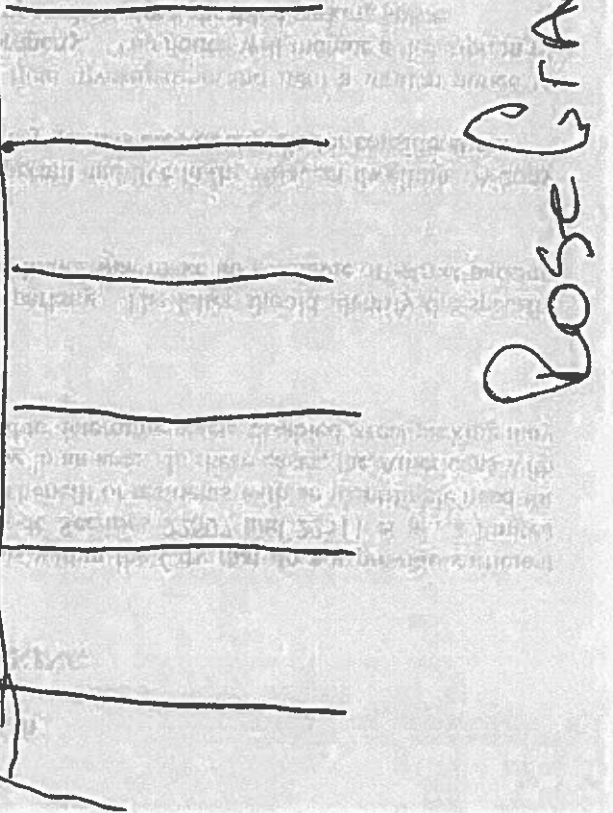
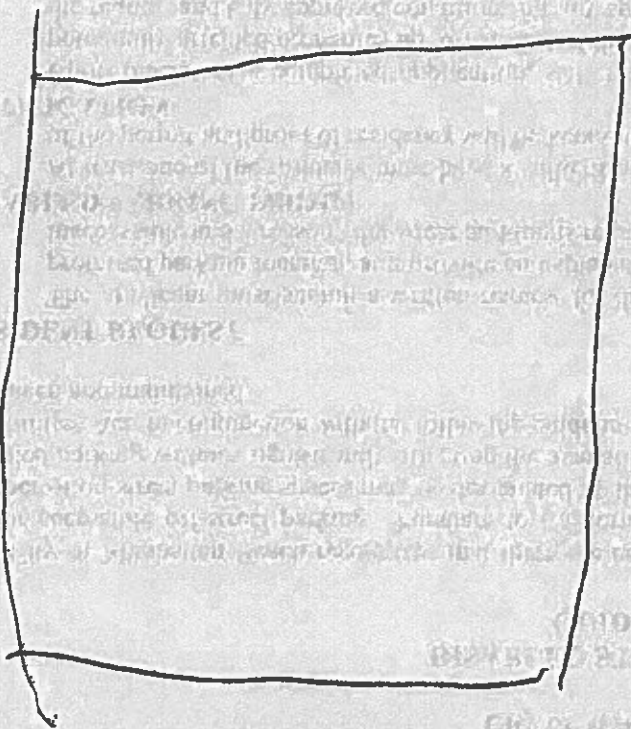
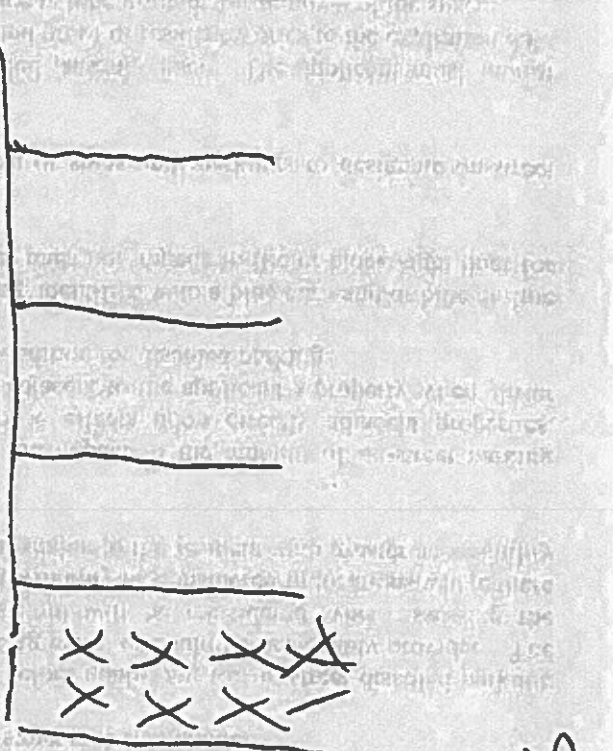
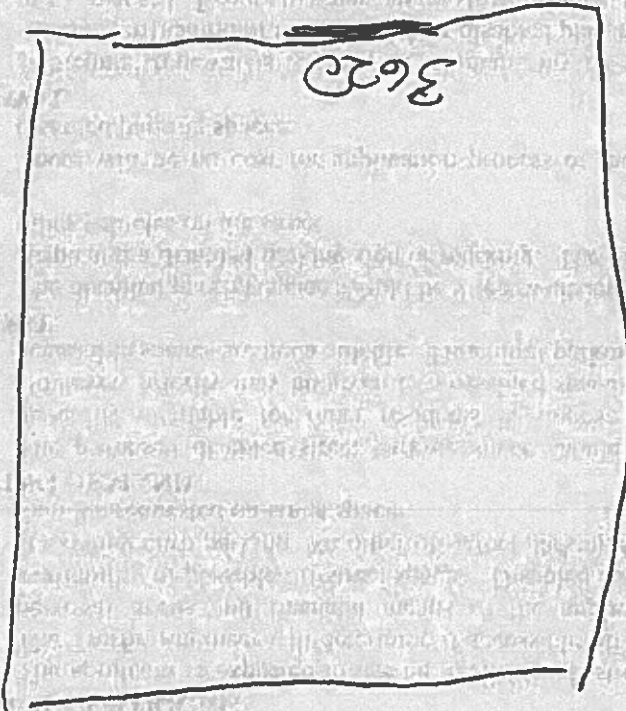
Cashier \$ 0 NA Date _____ Initials _____
 Acct.4502 Amount Receipt #

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

Comments/Notes: Notice mailed 11/11/13 w/ D/L 12/12/13 150' of 3620 address.
3 emails rec'd; refer to P/C

Approved / Denied: [Signature] Date: 12/13/13
 P/nd PPAC Mtg 11/23/13 Community Development Department

The Strand



Rose GRASS

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.

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

Landlord/Lessor/Agent: GRANT SMITH / PAUL LUPO
 Tenant(s)/Lessee: MARIA HOUMAZIAN
 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:

\$3700.00 and a Security Deposit of \$ 3600.00 for a total payment of \$ \$7300.00. All payments are to be made payable to: GRANT SMITH at the following address: 1716 THE STRAND MAN BEACH California, and Telephone Number 310-545-5171 who is usually available on the following days: _____ during the following hours: _____

3. **SECURITY DEPOSIT:** 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 restoring any damage or expenses 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 delinquent (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:** Guests staying over 14 days consecutive 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 20% (for 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 animals, which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of the 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 Cal 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, bird, 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 park in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guests) 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 PREMISE:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is adversely 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 outlets, 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 antennas 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, pits, greens, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the clearing out of any plumbing fixture that may need to be cleared of stoppage and for the expenses or charges caused by the stopping of waste pipes or overflow from bathrooms, 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). Rent 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 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 fire 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 or at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be returned 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 LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law.

8. 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, open houses, 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 opinion 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 the 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 space of having a duplicate made for OWNER'S use.

9. 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.

10. 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.

11. 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. It shall not affect the validity or enforceability of any other provision of this Agreement.

12. 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 this less that can be charged by attorneys, it is agreed by the parties that both sides will waive their right to a jury trial.

13. 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 10 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.

14. 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 (negligence or commission) of RESIDENTS, their guests and invitees.

15. 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 this Agreement and thereafter.

16. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust poses 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 writing. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)
OWNER'S Initial (on left) means 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 relating 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. 4622(d) and is aware of his/her responsibility to ensure compliance.

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

17. 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.

18. CONDITIONS AND/OR EXCEPTIONS:

19. NOTICE: 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 property 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 accepting 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.

21. 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: _____

22. 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.

23. 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 "800" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "800" telephone service.

24. 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 1532, 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 _____

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

DISABLED STREET PARKING
GUIDELINES

EXHIBIT B
PPIC Mtg 1/23/14

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

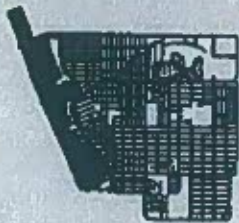
The City reserves the right to remove or relocate disabled street parking space(s) at any time, including non-renewal of the disabled parking permit, relocation of the resident requiring disabled parking, or changes that result in a failure to meet one or more of the above guidelines.

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.

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Notes



City of Manhattan Beach Community Development

EXHIBIT C
PPIC Mtg 4/23/14

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

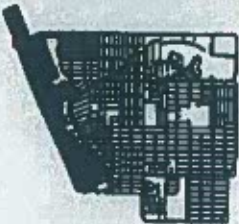
Dear Property Owner and/or Resident:

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 by Friday, December 13, 2013.

Sincerely,

Nhung Madrid
Senior Management Analyst
Community Development Department

Manhattan Beach



Legend

- Addresses
- City Boundary
- Streets
- Parcels
- L3_6429_1783d.tiff
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- Plasman I ahah

Scale: 1: 273

46.5 0 22.74 45.8 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

3020 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

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

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 curb 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



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

From: Kall 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.

Kall Sauder
Concerned Neighbor at 106 Rosecrans

Nhung Madrid

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

Nhung Madrid

From: Craig Springe <craigs@gobrainstorm.net>
Sent: Monday, January 20, 2014 1:20 PM
To: Nhung Madrid
Subject: On Street Disabled Parking adjacent to 3620 The Strand

To whom it may concern:

I own rental property at 3700 The Strand, and like everyone else I would like to have a public parking space designated for my personnel use. But I understand that would be an unreasonable request.

Let me be clear, Mr. Taylor's request is not about filling a public need for disabled parking; this is about filling his need; and effectively reserving a public space for his exclusive use.

Parking is tough at the Beach. Mr. Taylor new this when he rented the property, he accepted his assigned on site parking space and continues to manage without a reserved street space.

Once this space is designated Disabled Parking; it will likely stay that way forever. That makes this so important.

There is a reason why Disabled Parking is located on level ground and not on steep slopes.

The Traffic Engineer is unable to answer "yes" to one of the questions required for the application. Specifically, that the space being considered is "Accessible to the residence".

Accessibility is a defined term, and there are standards that must be met to qualify as being "accessible". Typically, accessibility means meeting all of the requirements of ANSI A117.1. and or ADA Guidelines. In this case meeting the requirements for a "Accessible Parking Space" & an "Accessible Route".

The proposed space is located on a steep street and therefore does not meet the requirements for an accessible parking space because it is not level.(slope greater than 1:50). The proposed ramp from the street to the sidewalk is a driveway apron, (which does not meet wheelchair ramp requirements). The sidewalk leading to the entry door itself is too steep for handicapped accessibility requirements.(sidewalk grade exceeds 1:20). Based on the criteria required for a Disabled Parking Space & an Accessible Route from the street to the residence; this request should be denied. Approving this request is ignoring the city's own criteria and adopted national standards.

Below is a excerpt from the ADA Standard. Note the last sentence requires the parking spaces to be practically level, allowing 2% slope for drainage. (1:50)

4.6.3* Parking Spaces. Accessible parking spaces shall be at least 96 in (2440 mm) wide. Parking access aisles shall be part of an accessible route to the building or facility entrance and shall comply with 4.3. Two accessible parking spaces may share a common access aisle (see Fig. 9). Parked vehicle overhangs shall not reduce the clear width of an accessible route. **Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.**

Finally, there may be liability issues associated with posting a space "disabled parking" that does not meet any of the criteria. Just saying.

Thank you for your consideration;

Craig & Roxann Springe

Nhung Madrid

From: llaarsen@gmail.com on behalf of lucienne aarsen <aarsen@usc.edu>
Sent: Tuesday, January 21, 2014 7:51 AM
To: Nhung Madrid
Subject: RE: On street disabled parking space adjacent to 3620 The Strand

Dear Nhung,

Per our discussion last week, please add to the above-referenced report that the person requesting the disabled parking space already has 2 parking spots allotted to him and his girlfriend who are both on the lease. As a witness, I have seen him enter and exit his cars with ease; therefore, an additional parking spot does not seem to serve his handicap. His request does not appear to be based on legitimate need, thereby taking away the limited spots available to the Rosecrans/Strand residents unnecessarily.

Thank you for your cooperation.

--

Lucienne Aarsen
Assistant Professor
ITA Program Coordinator
University of Southern California
American Language Institute
950 West Jefferson Blvd.
Los Angeles, CA 90089-1292
Tel: 213-740-0095
E-mail: aarsen@usc.edu

EXHIBIT E
PPIC Mtg 1/23/14

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 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.

**CITY OF MANHATTAN BEACH
PARKING AND PUBLIC IMPROVEMENTS COMMISSION
MINUTES OF A REGULAR MEETING
January 23, 2014**

A. CALL TO ORDER

The regular meeting of the Parking and Public Improvements Commission of the City of Manhattan Beach, California, was held on the 23rd day of January, 2014, at the hour of 6:30 p.m., in the City Council Chambers of City Hall, 1400 Highland Avenue, in said City.

B. ROLL CALL

Present: Stabile, Fournier, Adami and Lipps.
Absent: Nicholson.
Staff Present: Traffic Engineer Zandvliet, Management Analyst Madrid.
Clerk: Kozak.

C. APPROVAL OF MINUTES

01/23/14-1 June 27, 2013

Approved with no corrections.

MOTION: Commissioner Stabile moved to approve the Parking and Public Improvements Commission minutes of June 27, 2013. The motion was seconded by Commissioner Adami and passed by unanimous roll call vote.

D. AUDIENCE PARTICIPATION (3-Minute Limit)

Chair Fournier asked if there was any Audience Participation.

Harris Bass, 318 S. Dianthus, expressed his dislike for the large Oversized Vehicle parking sign that was placed in front of his home by the city about a year ago. He requested that it be moved to another location.

Traffic Engineer Zandvliet explained why the sign was placed there, that he thought it could be relocated and that if he couldn't have the sign moved he would bring it back to the PPIC. He then asked Mr. Bass for his contact information.

Chair Fournier closed Audience Participation.

E. GENERAL BUSINESS

01/23/14-2 Request for Disabled Parking Space - 3620 the Strand

Traffic Engineer Zandvliet gave a brief presentation on the request and recommended to grant the request.

Commissioner Stabile had three questions; does the City have to follow the ADA guidelines; if the applicant could use the underground parking and what procedure is in place to make sure the disabled parking space is removed after the applicant moves or it's no longer needed?

Traffic Engineer Zandvliet answered no, not all ADA guidelines need to be followed; that the underground parking area is as restricted as and not wider than the applicant's current spot, and that there are two ways to track the permit, that the City keeps all spaces in files, and that the applicant must renew the need for the space every two years.

Chair Fournier needed clarification on the process of how the City knows when the space is not required anymore.

Management Analyst Madrid responded that all of the two year permits expire on June 30th. She stated that she sends out notices at least one month prior to their expiration. Management Analyst Madrid explained that usually a family member or even a neighbor will notify the city when the space is no longer needed so it can be removed.

Chair Fournier asked if there is no response will the city remove the space.

Management Analyst Madrid answered yes.

Commissioner Adami asked what the ADA requirements are in regards to the grading.

Traffic Engineer Zandvliet answered that each request is done on a case by case basis. He explained that there are elements of the law that must be followed.

Commissioner Lipps asked where the closest disabled parking space was to that area.

Traffic Engineer Zandvliet answered that the nearest disabled parking space is in the El Porto Beach parking lot and/or the public parking lot on the corner of Rosecrans Avenue and Highland Avenue.

Commissioner Adami asked if that space will be only for the applicant.

Traffic Engineer Zandvliet answered no, that the space would be first come first served and would be available to anyone with a disabled placard.

Commissioners Stabile, Adami, Lipps and Chair Fournier all had the same concerns about the ADA requirements as well as the liability pertaining to the grading issue, to which Traffic Engineer Zandvliet stated that the City Attorney should be consulted and involved.

Chair Fournier then opened Audience Participation.

Audience Participation

Brian Taylor, 3620 The Strand, Applicant, commented that his disability is permanent. His issue is that his assigned parking spaces are too narrow for him to get in and out of his car without a lot of difficulty. He shared some pictures with the Commissioners showing that. He also stated that he knew the disabled parking space would not be for his exclusive use.

Lucienne Aarsen, 3620 The Strand, stated that parking at that location on Rosecrans is limited and felt the applicant already had two parking spots allotted to him per his lease and did not need another one.

Jerry Saunders, 116 35th Street, expressed that he didn't like to see a parking space taken away and felt that there was adequate space in the original parking space if it was cleaned up.

Chair Fournier closed Audience Participation.

Commission Discussion

Commissioner Adami said he supports the ADA, but he is concerned about the liability of that space.

Commissioner Stabile expressed his concern about the liability issue because of the slope and thinks staff should consult the City Attorney. He is in support of staff's recommendation as long as the City's guidelines are followed.

Commissioner Lipps said he thought there may be room in the applicants existing space if it were to be cleaned up as resident Jerry Saunders suggested.

Chair Fournier is in support of granting the disabled parking space per staff's recommendation.

1st MOTION: Commissioner Stabile made a motion to recommend to the City Council in principal, to approve the installation of one on-street disabled parking space and that staff be directed to explore the optimal configuration of that space, and that the City Attorney be asked about any potential liability to the City included ways to reduce any potential liability of the City including but not limited to a hold harmless indemnity agreement from the applicant. The motion was seconded by Commissioner Adami. The motion passed by the following unanimous roll call vote:

Ayes: Stabile, Adami, Lipps and Chair Fournier.
Absent: Nicholson.



City of Manhattan Beach
Community Development
Traffic Engineering Division

**Install 10-Minute Parking Sign and Green Curb
Rosecrans Avenue at 3620 The Strand**

Nhung Madrid

From: Tana Hausch <tanahausch@roadrunner.com>
Sent: Wednesday, April 02, 2014 9:08 AM
To: Nhung Madrid
Subject: Parking Space on Rosecrans near the Strand

Can you please explain to me all the events that led up to the decision to create a "10 minute only space" between Ocean Avenue and The Strand on the South side of Rosecrans?

The last I heard is that this space was up for review as a Handicap spot.

Why wasn't the neighbors notified of this change? How did it happen?

Sincerely,

Tana Hausch

Nhung Madrid

From: Craig Springe <craigs@gobrainstorm.net>
Sent: Tuesday, April 01, 2014 6:20 PM
To: Nhung Madrid
Subject: Parking and Public Improvements Commission

My neighbor notified me that a 10 minute parking space was created on the 100 block of Roscrans Ave. I was not notified of this proposed change nor were my neighbors, we were notified of a proposal to install a "handicapped" space. I do not understand why this 10 minute parking space was deemed necessary, is it related to the handicapped parking request? If so, is there a plan to remove the restriction on parking when the handicapped resident moves away? As someone who has knowledge of the parking in this block that goes back some 43 years, I fail to see the "public benefit"; the only short time usage of parking in this block is by surfers checking out the waves or visitors viewing the sunset; both of which do so by simply abandoning their cars in the middle of the street end, blocking all parked cars from moving. Is this who you are trying to serve or is there some other identified need?

Removing parking from the street ends along the beach is a huge concern, creating short term parking (10 min.) clearly does not serve the beach front residents well.

Craig Springe
970 750-8839

Nhung Madrid

Subject:

FW: The Curious Case of the De Facto Handicapped Parking Spot

Attachments:

PPIC 3620 The Strand Disabled Parking 1-23-14.pdf; PPIC 4-24-14.pdf

I am once again concerned about our neighborhood and the people who live here. This time it is about a recently created Ten Minute Parking spot in our neighborhood.

It is close to you on Rosecrans. I don't mean to waste your time on such a seemingly trivial matter, but I think the events that created a de facto private Handicapped Parking spot for one resident's family bears some scrutiny especially since he has two private parking spots on his property that are far better suited for a handicapped man with only one leg.

You know that in the El Porto section of Manhattan Beach public street parking is already very limited. With the limited spaces we have, each is very valuable. Loosing even one is a big deal here. So I have sent flyers to all of our neighbors alerting them to the situation. I have also emailed the City Council. The meat of the letter I sent the Council follows.

Of course any thoughts or advice you have would be appreciated. Maybe the Council can have the City take a more thorough look into the situation and reverse the space back to the original use.

Thanks,

Tana

Background:

During the week of March 31st the City has changed a regular parking space to a "Ten Minute Only" parking space on the South side of Rosecrans between Ocean and The Strand taking away a valuable space from our limited supply of parking spaces. The space is adjacent to 3620 The Strand and next to the two private, off the street parking spots for that apartment.

The resident of 3620 The Strand has a severe disability. He has only one leg. He petitioned the City to get one of the Rosecrans parking spots made into a Handicapped spot. This is curious because his private parking spots are closer to his house, on level ground and much easier to access than any of the spots on Rosecrans.

The City asked for neighborhood feedback and held a meeting organized through Nhung Madrid, Community Development Senior Management Analyst. Some of the feedback given included the following:

- the applicant has sufficient parking (less than 10 feet away from proposed space) which was better/safer than what was being proposed
- the space (on a steep slope) did not meet the ADA (American Disabled Act) requirements

- our neighborhood does not have enough parking as it is
- there are several disabled parking spots in the El Porto parking lot and there is no need for one on Rosecrans
- that the disabled parking spot not be considered given this is just one residents request.

At the meeting the City approved the request pending the City Attorney's review of the ADA legal requirements. There was no feedback on the City Attorney's review. But, this week the City converted the would be Handicapped sport to a Ten Minute Parking spot.

I contacted Nhung Madrid get an explanation. This is what she told me:

Ms. Hausch,

On January 23, 2014, the Parking and Public Improvements Commission held a public meeting to discuss the on-street disabled parking space request. The Commission discussed with the Traffic Engineer concerns related to ADA requirements, liability issues, possible alternative parking spaces and other on-street disabled parking spaces throughout the City that have been approved through this program. Following the Commission's discussion, they unanimously recommended approving the on-street disabled parking space, subject to additional follow-up from the City Attorney and Traffic Engineer.

The Traffic Engineer reevaluated the proposed location of the parking space and concludes that the optimum location would be just east of the existing crossed hatched area located on Rosecrans Avenue. The requested disabled parking space would be located on an existing street with a significant slope that exceeds ADA guidelines. Also, the adjacent sidewalk and curb ramp (driveway) exceed ADA guidelines. These are existing conditions that cannot be feasibly remedied.

Upon discussions with the Traffic Engineer and City Attorney, staff recommended an alternative solution of posting a 10-minute time limited parking space in the above proposed location. This space would still be considered a public parking space, which would allow anyone to park for 10 minutes or less. It would also allow for anyone displaying a disabled placard to park for longer than 10 minutes as well.

Converting a parking space to a 10 minute parking space is an Administrative Action which is within the authority of staff and/or the Traffic Engineer and does not require public noticing.

Please let me know if you have any other questions.

Thank you,

Nhung

Nhung Madrid

Community Development Senior Management Analyst

P: (310) 802-5540

E: nmadrid@citymb.info

* A disabled plaque in a car allows the car to be parked in a "10 minute only zone" for however long they want.

Conclusion:

- The City wanted to create the Handicapped spot for the resident of 3620 The Strand and could not do it legally because of ADA guidelines
so gave the resident a de facto handicapped parking spot that is not legal by creating a Ten Minute Only spot that he and his family park in full time.
- The City choose to gift the parking spot to the resident when the resident has a legal, flat, easily accessible "handicapped" parking spot on his property that is closer to his house.
- The City has encouraged (and all but authorized) a disabled man to park in an illegal ADA parking spot that is extremely difficult to exit from the driver's side with only one leg.
- How can the City encourage a disabled person to park in an unsafe spot not meeting the ADA requirements?
- The city officials never fully investigated the request and the parking spot the resident already has.
- The City did not listen to the community nor did they do what was right for the neighborhood.
- The City has taken away a public parking spot from the beach going public and the local businesses to give one resident and his family a full time, private parking spot on Rosecrans
- The likely reason the resident wanted the Handicapped spot and now has the Ten Minute Parking spot full time is because he needs enough spots to park three cars and he only had two spots. What is preventing the resident at 3620 The Strand from parking in the Ten Minute Parking full time? And considering how difficult it is to exit a car from that spot, it is much easier for him to park in his private, level spot next to his apartment and giving his disabled plaque to family members for their cars so they can park in that spot? Nothing.

I strongly urge you to have the City reconsider this matter. While it is only one parking spot and in the scheme of things is not important as most of the matter you deal with, there is something inherently wrong in creating a permanent street parking place for one citizen's family. We all feel sympathy for the resident because of his disability but don't be fooled. The Ten Minute Parking spot is not useable for the resident for the very reason it is not a legal ADA parking spot and so most likely is used exclusively by his family while he parks in the more accessible spot on his property. And then of course why has the City gone to such great lengths to accommodate this resident without fully reviewing his parking situation?

Thank you for your consideration of this matter to resend this decision and return this space to its original usage - a regular parking space for both the public and residents.

Nhung Madrid

Subject: FW: 10 Minute Parking Spot at Rosecrans and The Strand
Attachments: PPIC 4-24-14 (2).pdf

From: Catherine Strauss <catherinea Strauss@gmail.com>
Date: April 8, 2014, 6:10:14 PM PDT
To: <CityCouncil@citymb.info>, <cm@citymb.info>, <gbarrow@citymb.info>
Subject: 10 Minute Parking Spot at Rosecrans and The Strand

Dear All -

I am writing to express our deep concern over the recent change the city made to the parking at Rosecrans and The Strand. It is our understanding that there was a request made back in January for a disabled parking space. The request was denied due to the slope not meeting ADA guidelines. The city chose to change the space to a 10 minute time limit, thus giving the handicap resident the ability to use the space 24/7.

As you must know, parking is a premium in our neighborhood and has become even more difficult with the amount of construction in this area. We are all for having handicap spaces available, and there are in the Rosecrans lot. It is our understanding that this handicap tenant/homeowner already has two spaces allotted to them at their residence. The 10 minute parking provides them with additional parking when the handicap placard is placed on the dash board.

This is absolutely unfair and the city needs to know this and investigate the situation further. We intend to keep a photo record of the space and will be happy to share with all of you.

Please reconsider and change this back to the original.

Thanks!

Sincerely,

Jon and Catherine Strauss
113 35th Street

Nhung Madrid

From: llaarsen@gmail.com on behalf of Lucienne Aarsen <aarsen@usc.edu>
Sent: Monday, April 14, 2014 4:59 PM
To: Nhung Madrid
Subject: 10 Minute Parking Space South Side of Rosecrans Avenue

Dear Ms. Madrid,

As the tenant of the upper unit at 3620 The Strand, I think it is my duty to inform you of the abuse that is taking place since the 10 Minute Parking Spot was erected. The designated spot for Mr Taylor is instead being used by his girlfriend who uses the space to park her vehicle. She is not handicapped, yet I have seen her place a handicap placard on her vehicle each time she parks there. On the other hand, Mr Taylor, who claims he does not have enough space in the driveway, continues the use of the driveway to park, enter and exit his vehicle with enough mobility.

I hope the Parking and Public Improvements Commission will take this form of abuse into account when they have their meeting regarding the space on April 24.

Thank you for your time.

Cordially,

Lucienne Aarsen

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Lucienne Aarsen
Assistant Professor
ITA Program Coordinator
University of Southern California
American Language Institute
950 West Jefferson Blvd.
Los Angeles, CA 90089-1292
Tel: 213-740-0095
E-mail: aarsen@usc.edu



PUBLIC MEETING
ON-STREET 10 MINUTE PARKING SPACE
SOUTH SIDE OF ROSECRANS AVENUE



The Parking and Public Improvements Commission (PPIC) will conduct a public meeting to discuss a newly installed 10 Minute Parking Space located on the south side of Rosecrans Avenue adjacent to 3620 The Strand.

PARKING & PUBLIC IMPROVEMENTS COMMISSION MEETING
When: April 24, 2014 at 6:30 P.M.
Where: Police/Fire Community Room
400/420 15th Street, Manhattan Beach, CA 90266

All interested parties are encouraged to attend and participate. The Staff Report will be available at www.citymb.info on April 18, 2014 after 5:00 P.M. For additional information, please contact Nhung Madrid at (310) 802-5540 or email at nmadrid@citymb.info.