

**City Council**  
**Regular Meeting**  
**Tuesday, December 16, 2014**  
**6:00 PM**  
**City Council Chambers**

**4:30 PM Adjourned Regular Meeting - Closed Session**



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

Executive Team

Mark Danaj, City Manager  
Quinn Barrow, City Attorney

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

Nadine Nader, Assistant City Manager  
Tony Olmos, Public Works Director  
Liza Tamura, City Clerk  
Marisa Lundstedt, Community  
Development Director

**MISSION STATEMENT:**

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

December 16, 2014

City Council Meeting Agenda Packet

<b>Agenda Item No.</b>	<b>Starting Page</b>	<b>Ending Page</b>
AGENDA	1	10
1	11	12
2	13	28
3	29	80
4	81	86
5	87	92
6	93	110
7	111	116
8	117	122
9	123	128
10	129	190
11	191	193

**MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!**

*Your presence and participation contribute to good city government.*

*By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified two additional times for public comments on the agenda--under "Community Announcements Regarding Upcoming Events," at which time the public may address the City Council regarding any upcoming events for up to one minute in duration for any speaker; and again under "Public Comment on Non-Agenda Items," at which time speakers may comment on any item of interest to the public that is within the subject matter jurisdiction of the legislative body, not including items on the agenda, for up to three minutes for each speaker. Estimated times have been placed under each heading to assist with meeting management. Please note that these times are merely an estimate.*

*Please note that each speaker may speak for up to 15 minutes at any one Council meeting, with additional time during public hearings.*

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

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

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

5 MINUTES

*Mollie Simms, American Martyrs Catholic School*

**B. NATIONAL ANTHEM**

5 MINUTES

*Mira Costa High School*

**C. ROLL CALL**

1 MINUTE

**D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING**

1 MINUTE

*I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, state under penalty of perjury that this notice/agenda was posted on Wednesday, December 11, 2014, on the City's Website and on the bulletin boards of City Hall, Joslyn Community Center and Manhattan Heights.*

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

5 MINUTES

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

**F. CEREMONIAL CALENDAR**

30 MINUTES

1. Presentation of the "I ♥ MB Award" to S. Branson.  
**PRESENT**

[14-0531](#)**G. CITY MANAGER REPORT**

5 MINUTES

**H. CITY ATTORNEY REPORT**

5 MINUTES

**I. CITY COUNCIL ANNOUNCEMENTS AND REPORTS**

5 MINUTES PER CITY COUNCILMEMBER FOR TOTAL OF 25 MINUTES

**J. COMMUNITY ANNOUNCEMENTS REGARDING UPCOMING EVENTS**

1 MINUTE PER PERSON

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

**K. PUBLIC COMMENT ON NON-AGENDA ITEMS**

3 MINUTES PER PERSON - 30 MINUTES MAXIMUM

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

**L. CONSENT CALENDAR**

5 MINUTES

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

2. Ordinance No. 14-0023 Amending and Restating Municipal Code Provisions Governing Franchises for Vehicles for Hire (City Attorney Barrow). [ORD 14-0023](#)

**ADOPT ORDINANCE NO. 14-0023**

**Attachments:** [Ordinance No. 14-0023](#)  
[Legislative Digest](#)

3. Award of Five-Year Taxicab Franchises to All Yellow Taxi, Inc., Bell Cab Company, Inc., United Independent Taxi Drivers, Inc. and Yellow Cab of South Bay Cooperative, Inc. Effective January 1, 2015 (First Year Revenue of \$152,295) (Finance Director Moe). [14-0532](#)

**APPROVE**

**Attachments:** [Yellow Cab of South Bay Cooperative, Inc - Signed 120214](#)  
[All Yellow - Signed 120214](#)  
[Bell - Signed 120214](#)  
[United Independent](#)

4. Approve License Agreement (Pole Use Agreement) Between Southern California Edison and the City of Manhattan Beach (Public Works Director Olmos). [CON 14-0058](#)

**APPROVE**

**Attachments:** [SCE License Agreement \(Pole Use Agreement\)](#)

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**5. Minutes:** [14-0346](#)

This item contains action minutes of City Council meetings which are presented for approval. Staff recommends that the City Council, by motion, take action to approve the action minutes of the:

a) City Council Adjourned Regular Meeting-Closed Session of December 2, 2014

**APPROVE**

b) City Council Regular Meeting of December 2, 2014

**CONTINUED TO A FUTURE MEETING**

(City Clerk Tamura).

**Attachments:** [Adjourned Regular Meeting-Closed Session Minutes of December 2, 2014](#)

**M. PUBLIC HEARINGS**

30 MINUTES PER ITEM

**N. GENERAL BUSINESS**

30 MINUTES PER ITEM

**6. Status Report on Historic Preservation Ordinance and Mills Act (Community Development Director Lundstedt):** [14-0524](#)

**RECEIVE**

**Attachments:** [Rough Draft Historic Preservation Framework](#)

**7. Report on the 2014 International Surf Festival's Charlie Saikley Six-Man Beach Volleyball Tournament and Recommendation to Hold the 2015 Tournament on Thursday, July 30 and Friday, July 31, 2015 (Parks and Recreation Director Leyman):** [14-0508](#)

**APPROVE**

**Attachments:** [2014 6-Man Financials](#)

**O. ITEMS REMOVED FROM THE CONSENT CALENDAR**

5 MINUTES PER ITEM

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

**P. OPTIONAL ADDITIONAL PUBLIC COMMENTS ON NON-AGENDA ITEMS**

*For speakers who did not speak at the first "Public Comment" period because the 30 minute time limit was reached.*

3 MINUTES PER PERSON

## Q. OTHER COUNCIL BUSINESS, COMMITTEE AND TRAVEL REPORTS, FUTURE DISCUSSION ITEMS

5 MINUTES PER CITY COUNCILMEMBER FOR TOTAL OF 25 MINUTES

8. Request by City Council to Discuss and Provide Direction Regarding The City of Hermosa Beach's Measure O which proposes the adoption of an ordinance that would grant The City of Hermosa Beach's approval to E&B Natural Resources Management Corporation's oil and gas drilling and production project at the City of Hermosa Beach's maintenance yard at 555 Sixth Street (Please note attachments have been revised on December 11, 2014). [14-0542](#)

### DISCUSS AND PROVIDE DIRECTION

**Attachments:** [City of Manhattan Beach Resolution of Opposition to the Hermosa Beach Oil Pr](#)

9. Request by Mayor Pro Tem Burton to Discuss the Blue Strand Benches. [14-0543](#)

### DISCUSS AND PROVIDE DIRECTION

**Attachments:** [Blue Strand Bench Photos](#)

## R. RECEIVE AND FILE ITEMS

The following items are informational items that do not require action by the City Council. They can be "Received and Filed" by one motion: "Motion to Receive and File" or by order of the Chair.

The Mayor will provide a maximum of three minutes for speakers to comment on this category.

10. Financial Reports: [14-0523](#)
- a) Schedule of Demands: November 20, 2014
  - b) Investment Portfolio for the Month Ending October 31, 2014
  - c) Financial Reports for the Month Ending October 31, 2014 (Finance Director Moe).

### RECEIVE AND FILE

**Attachments:** [Schedule of Demands for November 20, 2014](#)

[Investment Portfolio for the Month Ending October 31, 2014](#)

[Financial Reports for the Month Ending October 31, 2014](#)

11. Commission Minutes: [14-0538](#)
- This item contains action minutes of City Council subcommittees and other City commissions and committees which are presented to be Received and Filed by the City Council. Staff recommends that the City Council, by motion, take action to Receive and File the minutes of the:
- a) Finance Subcommittee Meeting of December 1, 2014

### RECEIVE AND FILE

**Attachments:** [Finance Subcommittee Meeting Minutes of December 1, 2014](#)

**S. ADJOURNMENT****T. FUTURE MEETINGS****CITY COUNCIL MEETINGS**

*Jan. 6, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*Jan. 15, 2015 -- 6:00 PM - Adjourned Regular Meeting*  
*Jan. 20, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*Feb. 3, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*Feb. 17, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*Mar. 4, 2015 – Wednesday -- 6:00 PM - City Council Meeting*  
*Mar. 17, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*Apr. 7, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*Apr. 21, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*May. 5, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*May. 19, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*Jun. 2, 2015 – Tuesday -- 6:00 PM - City Council Meeting*  
*Jun. 16, 2015 – Tuesday -- 6:00 PM - City Council Meeting*

**BOARDS, COMMISSIONS AND COMMITTEE MEETINGS**

*Dec. 22, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting*  
*Jan. 12, 2015 – Monday – 6:30 PM – Library Commission Meeting*  
*Jan. 13, 2015 – Tuesday – 6:00 PM – Cultural Arts Commission Meeting*  
*Jan. 14, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting*  
*Jan. 22, 2015 – Thursday – 6:30 PM – Parking & Public Improvements Commission Meeting*  
*Jan. 26, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting*  
*Jan. 28, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting*  
*Feb. 9, 2015 – Monday – 6:30 PM – Library Commission Meeting*  
*Feb. 10, 2015 – Tuesday – 6:00 PM – Cultural Arts Commission Meeting*  
*Feb. 11, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting*  
*Feb. 23, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting*  
*Feb. 25, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting*  
*Feb. 26, 2015 – Thursday – 6:30 PM – Parking & Public Improvements Commission Meeting*  
*Mar. 9, 2015 – Monday – 6:30 PM – Library Commission Meeting*  
*Mar. 10, 2015 – Tuesday – 6:00 PM – Cultural Arts Commission Meeting*  
*Mar. 11, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting*  
*Mar. 23, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting*  
*Mar. 25, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting*  
*Mar. 26, 2015 – Thursday – 6:30 PM – Parking & Public Improvements Commission Meeting*  
*Apr. 8, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting*  
*Apr. 13, 2015 – Monday – 6:30 PM – Library Commission Meeting*  
*Apr. 14, 2015 – Tuesday – 6:00 PM – Cultural Arts Commission Meeting*  
*Apr. 22, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting*  
*Apr. 23, 2015 – Thursday – 6:30 PM – Parking & Public Improvements Commission Meeting*  
*Apr. 27, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting*



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

*Dec. 25, 2014 – Thursday – Christmas Day  
Jan. 1, 2015 – Thursday – New Years Day  
Jan. 19, 2015 – Monday – Martin Luther King Day  
Feb. 16, 2015 – Monday – President's Day  
May. 25, 2015 – Monday – Memorial Day  
Jul. 3, 2015 - Friday - Independence Day  
Sep. 7, 2015 – Monday – Labor Day  
Oct. 12, 2015 – Monday – Columbus Day  
Nov. 11, 2015 – Wednesday – Veterans Day  
Nov. 26-27, 2015 – Thursday & Friday – Thanksgiving Holiday*



**Agenda Date:** 12/16/2014

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**TO:**

Members of the City Council

**FROM:**

Mayor Powell

**SUBJECT:**

Presentation of the "I ♥ MB Award" to S. Branson.

**PRESENT**

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**The City Council of the City of Manhattan Beach  
Does Hereby Proudly Recognize  
S. Branson  
For Being Awarded the  
I ♥ MB Award**



**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor Powell and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Quinn M. Barrow, City Attorney

**SUBJECT:**

Ordinance No. 14-0023 Amending and Restating Municipal Code Provisions Governing Franchises for Vehicles for Hire (City Attorney Barrow).

**ADOPT ORDINANCE NO. 14-0023**

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**RECOMMENDATION:**

Staff recommends that the City Council waive further reading and adopt Ordinance No. 14-0023 to amend and restate Municipal Code provisions governing franchises for vehicles for hire.

**FISCAL IMPLICATIONS:**

No impact.

**DISCUSSION:**

The proposed franchise agreements with the City's current taxicab companies are scheduled for consideration as part of this December 16, 2014 agenda, and this Ordinance is related to the franchises. On December 2, 2014 the City Council introduced the attached Ordinance No. 14-0023.

**CONCLUSION:**

Staff recommends that the City Council waive further reading and adopt Ordinance No. 14-0023 to amend and restate Municipal Code provisions governing taxicab franchises.

**Attachments:**

1. Ordinance No. 14-0023
2. Legislative Digest



ORDINANCE NO. 14-0023

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH  
AMENDING CHAPTER 4.108 REGARDING FRANCHISES  
FOR VEHICLES FOR HIRE

THE MANHATTAN BEACH CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City Council hereby amends Section 4.108.010 to delete the definitions of “Street” and “Sight-seeing automobile” and re-order the remaining definitions accordingly.

SECTION 2. The City Council hereby amends Section 4.108.020 to read as follows:

**“4.108.020 – Franchise agreement required.**

The City may grant non-exclusive franchises for the operation of vehicles for hire. No taxicab, pedicab or other vehicle for hire shall pick up any fare within the City without obtaining a franchise and entering into a franchise agreement with the City. Franchisees shall not be required to obtain a Manhattan Beach business license. The franchise agreement may contain requirements in addition to those requirements contained in this chapter.”

SECTION 3. The City Council hereby amends Section 4.108.030 to read as follows:

**“4.108.030 – Franchise administrator.**

The Director of Finance, or his or her designee, shall act as the Franchise Administrator, who shall be responsible for administering the provisions of this chapter.”

SECTION 4. The City Council hereby renumbers and amends Section 4.108.080 to read as follows:

**“4.108.040 – Duration of franchise.**

Each franchise shall have a term of three to five years, unless the franchise is revoked or terminated pursuant to the provisions of this chapter. The City Council may extend any franchise for additional terms, without limit to the number of extensions.”

SECTION 5. The City Council hereby adds a new Section 4.108.050 to read as follows:

**“4.108.050 – Franchise permit.**

The City shall issue a permit for each vehicle for hire operating pursuant to a franchise. The City shall provide a decal to each such vehicle as evidence of the permit, which shall be prominently displayed on the left side of the rear bumper of the vehicle. Only vehicles for hire displaying a decal in accordance with this section shall pick up any fare within the City.”

SECTION 6. The City Council hereby renumbers and amends Section 4.108.090 to read as follows:

**“4.108.060 – Franchise selection.**

The City shall select franchisees through a competitive bidding process. Franchisees shall be chosen based upon demonstrated quality of service, safety, past experience, driver qualifications, extra services available to the public, and the amount of the franchise fee payable to the City. One or more franchisees shall be selected by the City Council. Upon expiration of an existing franchise, the City Council may choose to extend the franchise with the existing franchisee, or conduct a new competitive bidding process. Any franchisee whose franchise has been revoked shall be prohibited from competing for a franchise award for a term of three years.”

SECTION 7. The City Council hereby renumbers and amends Section 4.108.100 to read as follows:

**“4.108.070 – Franchise fee.**

Each franchisee shall pay the City an annual fee established by the City Council for the privilege of operating a vehicle for hire in the City. The annual franchise fee shall be due upon execution of the franchise agreement with the City and upon the anniversary date thereof in each successive year of the term of the franchise. Failure to pay the franchise fee when due shall be cause for termination of the franchise.”

SECTION 8. The City Council hereby renumbers and amends Section 4.108.110 to read as follows:

**“4.108.080 - Limitation of taxicabs.**

No more than a maximum number of 165 franchised taxicabs shall operate in the City. With the consultation of the Police Chief, the City Manager, or his or her designee, may increase or decrease the maximum number.”

SECTION 9. The City Council hereby renumbers and amends Section 4.108.120 to read as follows:



**“4.108.090 - Franchise termination, revocation, and suspension.**

- A. A franchise shall terminate immediately upon the occurrence of any of the following:
1. The franchisee fails to pay the franchise fee;
  2. The franchisee's required insurance lapses or is canceled;
  3. The franchisee knowingly employs a driver who has been convicted for driving under the influence of a controlled substance, including alcohol.
  4. The franchisee knowingly employs as a driver any person convicted of a felony or required to register as a sex offender.
  5. The franchisee knowingly employs a driver who does not have a valid California driver's license.
  6. The franchisee knowingly employs a driver whose driver's license has been suspended.
- B. The City Manager, or his or her designee, may suspend or revoke a franchise under any of the following circumstances:
1. One or more of the franchisee's vehicles are not adequately maintained;
  2. One or more of the franchisee's vehicles operate without displaying the required decal;
  3. The franchisee's vehicles have been cited for three or more Vehicle Code violations within a three-month period;
  4. The City has received three or more complaints regarding the franchisee's operations in a three-month period;
  5. The driver of any vehicle for hire violates the rate regulations of this chapter;
  6. The driver of any vehicle for hire or the franchisee violates three or more provisions of the Municipal Code or the franchise agreement within a three-month period;
  7. The driver of any vehicle for hire or the franchisee violates any provision of the Vehicle Code, the Municipal Code, or the franchise agreement, which endangers public health and safety.

- C. The City shall provide a notice of suspension or revocation to the franchisee. The franchisee may request a hearing before a hearing officer by providing notice to the City no later than 10 days after the date of the City's notice. The franchisee shall reimburse the City for all costs, including attorney's fees, incurred by the City in connection with the hearing and any subsequent proceedings.
- D. The hearing officer may suspend or revoke a franchise. The decision of the hearing officer shall be final."

SECTION 10. The City Council hereby renumbers Sections 4.108.130 through 4.108.180 as Sections 4.108.100 through 4.108.150, accordingly.

SECTION 11. The City Council hereby renumbers and amends Section 4.108.185 to read as follows:

**"4.108.160 – No third party agreements.**

No franchisee shall enter into an agreement with any person to provide service to the exclusion of other franchisees."

SECTION 12. The City Council hereby repeals existing Section 4.108.200 (Enforcement).

SECTION 13. The City Council hereby renumbers and amends Section 4.108.190 to read as follows:

**"4.108.170 - Rules and regulations.**

The Franchise Administrator may adopt and promulgate rules and regulations for the service and safety of the operation of vehicles for hire, taxicabs, and pedicabs."

SECTION 14. The City Council hereby renumbers existing Section 4.108.210 ("Clean air vehicles") as 4.108.180.

SECTION 15. CEQA Finding. The City Council hereby finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2), because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15060(c)(3), because the activity is not a "project" as defined in CEQA Guidelines Section 15378. The adoption of this Ordinance will not result in any direct physical change in the environment or any reasonably foreseeable indirect physical change in the environment.

SECTION 16. If any sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not

affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentence, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION 17. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

SECTION 18. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31st day after its passage.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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WAYNE POWELL  
Mayor

ATTEST:

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LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

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QUINN M. BARROW  
City Attorney

## LEGISLATIVE DIGEST

### CHAPTER 4.108 - VEHICLES FOR HIRE FRANCHISE

#### 4.108.010 - Definitions.

For the purposes of this chapter, certain words and phrases used herein are defined as follows:

- A. ~~"Street" shall mean any place commonly used for the purpose of public travel.~~  
B. "Driver" includes every person in charge of, driving or operating any passenger-carrying or motor propelled vehicle, as herein defined by the provisions of this section, either as agent, employee or otherwise.
- CB. "Taximeter" shall mean a mechanical instrument or device by which the charge for hire of a passenger-carrying vehicle is mechanically calculated either for distance traveled or for waiting time, or for both, and upon which such charges shall be indicated by means of figures.
- DC. "Automobile for hire" or "vehicle for hire" shall mean and include every automobile or motor propelled vehicle used for the transportation of passengers for compensation over the streets of the City and not over a fixed or defined route, irrespective of whether such operations extend beyond the boundary limits of the City at rates per mile, per trip, per hour, per day, per week, or per month, and such vehicle is routed under the direction of a passenger or of such person hiring the same.
- ED. "Taxicab" shall mean every automobile or motor propelled vehicle of a distinctive color and/or the driver's seat separated from the passengers compartment by a glass partition, and/or of public appearance, such as is in common usage in this country for taxicabs, and/or equipped with a taximeter, used for the transportation of passengers for hire over the public streets of the City and not over a defined route, irrespective of whether the operations extend beyond the boundary limits of the City, at rates for distance traveled or for waiting time, or for both, and such vehicle is routed under the direction of such passenger or of such person hiring the same.
- ~~F. "Sight-seeing automobile" shall mean every automobile or motor propelled vehicle used for the transportation of passengers over the public streets of the City and not necessarily over a defined route, irrespective of whether such operations extend beyond the boundary limits of the City, for the purpose of sight-seeing or showing points of interest, and charging a fee or compensation therefor.~~
- GE. "Pedicab" shall mean a vehicle propelled by human power used for the transportation of passengers or freight for compensation over public streets, ways or the bike path within the City.

#### **4.108.020 – Franchise agreement required.**

The City ~~hereby reserves the~~ may grant non-exclusive ~~right to grant a franchise~~franchises for the operation of vehicles for hire. No taxicab, pedicab or other vehicle for hire shall pick up any fare within the ~~jurisdictional boundaries of the City of Manhattan Beach unless franchised under the provisions of this chapter. Any franchise granted hereunder shall relieve the franchisee from responsibility for obtaining a City of~~ City without obtaining a franchise and entering into a franchise agreement with the City. Franchisees shall not be required to obtain a Manhattan Beach business license ~~pursuant Title 6 of this Code. Nothing shall preclude the City from granting multiple franchises under the authority of this chapter.~~ The franchise agreement may contain requirements in addition to those requirements contained in this chapter.

#### **4.108.030 – Franchise administrator.**

The ~~City Manager~~Director of Finance, or his or her designee, shall ~~appoint~~act as the Franchise Administrator, who shall be responsible for administering the provisions of this chapter.

#### **~~4.108.080 – Franchises.~~ 4.108.040 – Duration of franchise.**

Each franchise ~~granted hereunder~~ shall have a term of three ~~(3)~~to five years ~~from the date granted,~~ unless the franchise is revoked or terminated pursuant to the provisions of this chapter. ~~Provided, however that the~~The City Council may extend any franchise for additional terms ~~of one (1) year with no,~~ without limit to the number of ~~one (1) year~~ extensions.

#### **4.108.050 – Franchise permit.**

The City shall issue a permit for each vehicle for hire operating pursuant to a franchise. The City shall provide a decal to each such vehicle as evidence of the permit, which may be granted. The franchisee shall receive a decal for each franchised taxicab. The decal mustshall be prominently displayed on the left side of the rear bumper of the ~~franchised vehicle. Failure to so display the decal shall be a violation of this chapter and a citable offense.~~ vehicle. Only vehicles for hire displaying a decal in accordance with this section shall pick up any fare within the City.

#### **~~4.108.090 – Franchisee~~4.108.060 – Franchise selection ~~and franchise agreement.~~**

The City shall ~~choose~~select franchisees ~~for taxicab service~~ through a competitive bidding process. Franchisees shall be chosen based upon demonstrated quality of service, safety, past experience, driver qualifications, extra services available to the public, and the amount of the franchise fee payable to the City. One or more franchisees shall be selected by the City Council. ~~Upon selection each franchisee shall enter into a franchise agreement with the City which shall have a term of three (3) years. Said agreement may impose obligations on the franchisee which are additional to~~

~~but not inconsistent with those imposed by this chapter. Upon expiration of the term of said agreement or upon revocation of the franchise as described in Section 4.108.120 of this chapter, the successor franchisee shall be selected by~~ Upon expiration of an existing franchise, the City Council ~~through the~~ may choose to extend the franchise with the existing franchisee, or conduct a new competitive bidding process ~~described above.~~ ~~If the franchise term expired, nothing shall prohibit the original franchisee from competing for a new three (3) year term. However, any~~ Any franchisee whose franchise has been revoked shall be prohibited from competing for a franchise award ~~of a franchise~~ for a term of three ~~(3)~~ years.

#### ~~4.108.100~~ 4.108.070 – Franchise fee.

~~The City Council~~ Each franchisee shall ~~require~~ pay the City an annual fee ~~payable to the City~~ established by the ~~franchisee~~ City Council for the privilege of ~~receiving the franchise for each year of any franchise awarded. Said~~ operating a vehicle for hire in the City. The annual franchise fee shall be due upon execution of the franchise agreement ~~by~~ with the City and upon the anniversary date thereof in each successive year of the term of the franchise. Failure to pay the franchise fee when due shall be cause for ~~revocation~~ termination of the franchise.

#### 4.108.080 - Limitation of taxicabs.

No more than a maximum number of 165 franchised taxicabs shall operate in the City. With the consultation of the Police Chief, the City Manager, or his or her designee, may increase or decrease the maximum number.

#### ~~4.108.110 – Limitation of cabs.~~

~~The total number of cabs permitted to operate under the terms of all franchises granted by the City shall be limited to a number set by the Chief of Police. Any franchisee allowing cabs not specifically permitted under its franchise agreement or not bearing the decal or tag issued by the City designating it for operation in the City shall be subject to having its franchise revoked as provided for in Section 4.108.120 of this chapter. The owner and driver and president of any company which operates any non-franchised cab picking up passengers within the City boundaries shall be guilty of a misdemeanor. In addition, the City Council declares the operation of such excess cabs to be a public nuisance endangering the health, safety, and welfare of the public and authorizes the City Attorney to obtain injunctive relief against any company accepting passengers within the City without a franchise.~~

#### ~~4.108.120~~ 4.108.090 - Franchise termination, revocation, and suspension.

- A. ~~A.~~ ~~The Chief of Police shall have the power to revoke a franchise granted under this chapter by serving a notice of revocation on the offending~~

franchisee. Said notice may, when public safety and welfare require, be effective immediately and shall provide in detail the basis for revocation. Otherwise a revocation shall be effective at the expiration of the appeal period provided below if no hearing is requested or upon the decision of the Hearing Officer to uphold the revocation if a hearing is requested. The Chief of Police may serve a revocation notice whenever any of the following occur: franchise shall terminate immediately upon the occurrence of any of the following:

1. ~~1. Franchised cabs are not adequately maintained;~~ The franchisee fails to pay the franchise fee;
2. ~~2.~~ The franchisee's required insurance lapses or is canceled;
3. ~~3. The franchised cabs have a pattern of vehicle code violations;~~
4. ~~4. Unfranchised vehicles owned by or operating under the authority of the franchisee are operated within the City;~~
5. The franchisee knowingly employs a driver who has been convicted for driving under the influence of a controlled substance, including alcohol.
6. The franchisee knowingly employs as a driver any person convicted of a felony or required to register as a sex offender.
7. The franchisee knowingly employs a driver who does not have a valid California driver's license.
8. The franchisee knowingly employs a driver whose driver's license has been suspended.

B. The City Manager, or his or her designee, may suspend or revoke a franchise under any of the following circumstances:

1. One or more of the franchisee's vehicles are not adequately maintained;
2. One or more of the franchisee's vehicles operate without displaying the required decal;
3. The franchisee's vehicles have been cited for three or more Vehicle Code violations within a three-month period;

- ~~4.~~ ~~5. — The franchised cabs show a pattern of confirmed customer complaints; The City has received three or more complaints regarding the franchisee's operations in a three-month period;~~
  - ~~5.~~ ~~6. — Any franchised cab The driver of any vehicle for hire violates the rate regulations of this chapter;~~
  - ~~6.~~ ~~7. — Any franchised cab violates any other provision of this chapter;~~
  - ~~7.~~ ~~8. — Any franchised company violates any condition of their franchise agreement.~~
- ~~B. Revocation for any of the above shall involve revocation of the offending cab company's franchise to operate any cabs in the City not just revocation of an offending cab's decal. The Chief of Police may permanently or temporarily revoke a franchise under this section and may reinstate a revoked franchise subject to specified conditions.~~
- ~~C. Any franchisee whose franchise is revoked shall have ten (10) days from receiving a notice of revocation from the Chief of Police to request a hearing. If a request for a hearing is timely filed a hearing shall be held with the City Manager or his or her designee acting as Hearing Officer. The decision of the Hearing Officer~~
- ~~8. The driver of any vehicle for hire or the franchisee violates three or more provisions of the Municipal Code or the franchise agreement within a three-month period;~~
  - ~~9. The driver of any vehicle for hire or the franchisee violates any provision of the Vehicle Code, the Municipal Code, or the franchise agreement, which endangers public health and safety.~~
- ~~C. The City shall provide a notice of suspension or revocation to the franchisee. The franchisee may request a hearing before a hearing officer by providing notice to the City no later than 10 days after the date of the City's notice. The franchisee shall reimburse the City for all costs, including attorney's fees, incurred by the City in connection with the hearing and any subsequent proceedings.~~
- ~~D. The hearing officer may suspend or revoke a franchise. The decision of the hearing officer shall be final.~~

~~4.108.130~~ **4.108.100 - Required equipment.**

- A. Taxicabs only:
  - 1. Taximeter permanently affixed in prominent view of the passengers;



2. Radio transmitter and receiver capable of two-way communication with a dispatcher, or a mobile data terminal.
- B. All vehicles for hire:
1. Permanent fixture to display the driver's identification card in prominent view of the passengers;
  2. Not less than four (4) doors;
  3. Permanently affixed seat belts, plainly visible to passengers within, in front and rear seats, in a number sufficient to accommodate each passenger;
  4. Every automobile for hire shall at all times be subject to an inspection by any police officer or any other authorized inspector of the City.

~~4.108.140~~4.108.110 - **Identification of vehicles.**

- A. **Inside Identification.** Every taxicab and vehicle for hire used for carrying passengers for hire shall display in the passenger's compartment and in full view of the passenger a card not less than two inches (2") by four inches (4") nor more than two and one-half inches (2 ½") by five inches (5"), which shall have printed thereon the owner's name, or the corporate or fictitious name under which the owner operates, and the business address and telephone number of such owner, together with the rates to be charged for such vehicle.
- B. **Outside Identification.** Every taxicab or pedicab shall have conspicuously displayed thereon at one (1) or more locations on the outside the name of the owner, or the corporate or fictitious name under which the owner operates, together with the company's telephone number and the cab or vehicle number.
- C. **"Vacant" Signs.** Every taxicab or vehicle for hire may display a "vacant" sign attached to the top of such cab. Every such sign shall be of a type which conforms to industry standards and such sign shall be approved by the Traffic Authority.
- D. **Other Signs Prohibited.** It shall be unlawful to display any sign other than those provided in this section on any of the vehicles mentioned in this section without first obtaining the written permission of the Franchise Administrator.

~~4.108.150~~4.108.120 - **Taximeters.**

- A. **Design—Accuracy.** Unless the owner or operator is authorized in writing by the Franchise Administrator to post a schedule of fares in lieu of a taximeter, it shall be unlawful for any owner operating any taxicab or vehicle for hire under the provisions of this chapter to operate any such vehicle unless it is equipped with a taximeter. Every taximeter shall be of such type and design as has been accepted by the California Department of Measurement Standards, and shall be maintained at all times in accordance with standards of accuracy established by such department.

The Department of Weights and Measures or its authorized agent shall test such taximeters for accuracy in accordance with the procedures of such department.

- B. **Placing.** All taxicabs and vehicles required to have taximeters must base their charges on the taximeters. All taximeters shall be placed so that the reading dial showing the amount to be charged shall be well lighted and readily discernible by the passenger riding in the vehicle.
- C. **Position of Flag.** It shall be unlawful for any driver of a taxicab or vehicle for hire while carrying passengers to display the flag attached to the taximeter in such a position as to denote that such taxicab or vehicle is not employed, or to throw the flag of the taximeter in a recording position when such cab or vehicle is not actually employed, or to fail to throw the flag of such taximeter in a non-recording position at the termination of each and every service.

~~4.108.160~~4.108.130 - ~~Route—~~**Passengers.**

Any driver employed to carry passengers to a definite point shall take the most direct route possible that will carry the passengers safely, lawfully and expeditiously to their destination.

When a taxicab or vehicle for hire is engaged, the occupants shall have the exclusive right to the full and free use of the passenger compartment, and it shall be unlawful for the owner or driver of a taxicab to solicit or carry additional passengers therein.

~~4.108.170~~4.108.140 - **Conduct of drivers.**

- A. It shall be unlawful for any owner, driver or agent soliciting patronage for any of the vehicles defined in this chapter to misrepresent by word, sign, hatband, insignia or badge the true identity of the vehicle for which such patronage is sought.
- B. Driver shall not solicit a customer's patronage on any public street in a loud or annoying manner.
- C. Driver shall not solicit, demand or arrange for any compensation in an amount greater or less than the schedule of rates as specified.
- D. Driver shall make an accurate, legible record of all trips, including all service calls directed to him by dispatching personnel, as they occur.

~~4.108.180~~4.108.150 - **Rates.**

The rates chargeable by any vehicle for hire shall not exceed those rates established in the franchise agreement.

~~4.108.185—Vehicle for hire pick-up rights.~~ 4.108.160 – No third party agreements.

~~Any agreement, for which consideration is exchanged, whether formal or informal, whereby a property owner or business owner or operator or an employee of a business owner or operator agrees to allow only a particular franchise operator or operators to provide service to the exclusion of other franchise operators is expressly prohibited. For purposes of this section the term "consideration" shall mean money or any other thing of monetary value. Nothing in this section shall prohibit an agreement to allow only a particular franchise operator or operators to provide service to the exclusion of other franchise operators where no consideration is exchanged. Any person violating the provisions of this section shall be guilty of a misdemeanor and any franchise operator found in violation of this section may have their franchise suspended by the Chief of Police for not more than 120 days. The procedure set forth for franchise revocation in Section 4.108.120 of this chapter shall be used for any franchise suspension imposed pursuant to this section.~~

No franchisee shall enter into an agreement with any person to provide service to the exclusion of other franchisees.

~~4.108.190~~**4.108.170 - Rules and regulations.**

The Franchise Administrator ~~shall have authority to~~may adopt and promulgate ~~such~~ rules and regulations ~~as may be necessary~~ for the service and safety of the operation of ~~the vehicles defined by this chapter which are not in conflict with the provisions of the Franchise Agreement.~~vehicles for hire, taxicabs, and pedicabs.

~~4.108.200 - Enforcement.~~

~~In addition to or in lieu of any administrative remedies which may be available under this chapter or contractual remedies available for violation of the Franchise Agreement any violation of the provisions of this chapter shall be chargeable as a misdemeanor provided however that the City Prosecutor shall have the discretion to treat any such violation as an infraction.~~

~~4.108.210~~**4.108.180 - Clean air vehicles.**

A. Each and every franchisee operating vehicles for hire in the City shall comply with the following requirements:

1. Each franchisee's fleet shall consist of clean air vehicles as follows:

Compliance Date	Minimum % of Fleet
December 31, 2015	25%
December 31, 2016	50%
December 31, 2017	75%
December 31, 2018	100%

2. The term “clean air vehicle” shall mean a vehicle that achieves a minimum rating of 47 City MPG as rated by the US Department of Energy website [www.fueleconomy.gov](http://www.fueleconomy.gov).

B. If a franchisee uses special purpose vehicles (e.g., wheel chair accessible vehicles, vans used for school transportation, or larger passenger volume vehicles to accommodate larger parties), twenty-five percent of the total number of authorized vehicles under each franchisee's agreement may be excluded from the fleet for the purpose of calculating the percentage of clean air vehicles required.

C. No vehicle in any fleet operated pursuant to a franchise agreement issued under this Chapter shall be older than 8 model years at any time during the franchise period.

**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor Powell and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Bruce Moe, Finance Director  
Steve S. Charelian, Revenue Services Manager

**SUBJECT:**

Award of Five-Year Taxicab Franchises to All Yellow Taxi, Inc., Bell Cab Company, Inc., United Independent Taxi Drivers, Inc. and Yellow Cab of South Bay Cooperative, Inc. Effective January 1, 2015 (First Year Revenue of \$152,295) (Finance Director Moe).

**APPROVE**

**RECOMMENDATION:**

Staff recommends that City Council award five-year Taxicab franchises to: All Yellow Taxi, Inc. (30 Cabs); Bell Cab Company, Inc. (30 Cabs); Yellow Cab of South Bay Cooperative, Inc. (which includes Manhattan Yellow) (65 Cabs); and United Independent Taxi Drivers, Inc. (40 Cabs).

**FISCAL IMPLICATION:**

Collectively, the four franchises will generate revenue of \$152,295 (\$923.00/cab) in the first year. Subsequent years will be adjusted by the Consumer Price Index for September, or \$25.00, (whichever is greater).

**BACKGROUND:**

In 1999, the City implemented a franchise system limiting the number of taxicabs operating in Manhattan Beach. The implementation was in response to concern for public safety and welfare due to an excessive number of taxi cabs trolling the streets in search of fares. In addition to placing limits on the number of taxi cabs, the franchise system enabled the City to better control the manner and condition under which taxi service is provided to the residents, as well as provides additional revenue.

The franchise system allows the City to establish certain standards, previously unattainable without contractual obligation, including age and minimum fuel economy of authorized vehicles, trip routing, driver background checks, training standards, identification placards,

discounted rates for seniors, minimum insurance, and ADA requirements. The franchise agreements allow only authorized companies with a limited number of vehicles to pick-up fares within the City limits. Non franchised cabs may only drop off fares initiated outside of the City; they cannot pick-up fares within Manhattan Beach.

In 2005, and again in 2008 the City solicited proposals through a Request for Proposal (RFP) process. Ultimately, City Council awarded taxicab franchises to: All Yellow Taxi, Bell Cab, United Independent Taxi and Yellow Cab of South Bay Cooperative. These companies represent the only proposers and franchises granted during both the 2005 and 2008 RFP processes. Results from a survey of surrounding cities found the City's current franchisees are also franchised in the neighboring cities of Hermosa Beach, Redondo Beach, and Torrance. As a result, on September 2, 2014, City Council authorized the direct negotiation of agreements between these franchisees without a formal RFP process, which is permissible under the City's Municipal Code and other relevant laws.

**DISCUSSION:**

Staff conducted direct, separate negotiations with all four incumbent franchisees. Through those meetings, a new baseline fee (\$923 per cab) was established for the new franchise period. Further, those meetings yielded the new clean air vehicle mileage standard adopted by the City Council earlier this year. It also provided a forum to discuss and reinforce the new taxicab parking restrictions and penalties for repeated violation of the Ordinance.

As a result of those negotiations, staff recommends that the City Council award five year franchise agreements to the four incumbent companies. All four companies have served the community well for the past twelve years. Continuing with these four franchisees benefits both businesses and residents who are familiar with and accustomed to the companies which have operated exclusively in the community.

Under the new agreements, which will be in effect from January 1, 2015 through December 31, 2019, the number of authorized cabs per company remains consistent with the prior franchise period.

- All Yellow Taxi - 30 cabs
- Bell Cab Company - 30 cabs
- United Independent Taxi Drivers - 40 cabs
- Yellow Cab of South Bay Cooperative - 65 cabs

As provided for in the Vehicle for Hire Ordinance, the City has determined that 165 taxi cabs are appropriate and will ensure adequate service to residents and patrons.

During this past franchise period, taxicabs parking at metered parking spaces while waiting for fares became an issue. This practice caused problems because the spaces would not then be available for business patrons. As a result, the City Council adopted Ordinance 14-0005 which established taxi stands. While these taxicab parking restrictions are set forth in the Municipal Code, in an effort to further emphasize the restrictions, Section 3.1(a) of the new franchise agreements requires that the franchisees abide by all laws, and specifically calls out the taxicab stand requirements.

Further, on December 2, 2014, City Council approved Municipal Code changes (Chapter 4.108) which codify the process by which a franchise may be suspended or revoked, and further defines various vehicle types which may or may not operate within the City. According to MBMC 4.108.090, any of the following occurrences may initiate franchise termination, revocation and or suspension: one or more vehicles not displaying the proper City identification permit; three or more complaints regarding the franchisee's operation in a three month period; three or more violations of the Municipal Code within a three-month period (this includes taxi cabs parking unlawfully in metered parking spaces as well as no smoking in public places); taxi cab vehicles not adequately maintained; violation of the rate provisions; and franchisee violations of any provision in the agreement or code which endangers public health and safety.

The Vehicle for Hire Ordinance does not cover other transportation companies such as Uber and Lyft (referred to as Charter- Party Carriers in the franchise agreements). These carriers are considered technology companies that have developed software that allows users to request rides via mobile or computer applications. The City does not currently have the legal authority to control such enterprises, but will continue to monitor relevant laws.

**CONCLUSION:**

Staff recommends that City Council award five-year Taxicab franchises to: All Yellow Taxi, Inc. (30 Cabs); Bell Cab Company, Inc. (30 Cabs); Yellow Cab of South Bay Cooperative, Inc. (which includes Manhattan Yellow) (65 Cabs); and United Independent Taxi Drivers, Inc. (40 Cabs).

Attachments (Franchise Agreements):

1. Yellow Cab of South Bay
2. All Yellow
3. Bell Cab
4. United Independent

## **TAXICAB FRANCHISE AGREEMENT**

This Agreement is made on January 1, 2015, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("City"), and **YELLOW CAB OF SOUTH BAY COOPERATIVE, INC.**, a California corporation (hereinafter referred to as "Franchisee") (collectively, the "Parties").

### **RECITALS**

1. Chapter 4.108 of the Manhattan Beach Municipal Code authorizes the City, in the exercise of its constitutional police powers, to award one or more nonexclusive franchises for the operation of taxicab services, and to limit taxicab service to only those operators to whom a franchise is awarded.

2. Franchisee has applied for and, on the basis of its qualifications and the representations contained in its proposal, has been awarded the opportunity to enter into a nonexclusive franchise agreement for the operation of taxicabs in the City pursuant to this Agreement.

3. Franchisee represents that it is a taxicab operator qualified by virtue of experience, training, education, and expertise to be granted such a franchise.

4. Franchisee proposes to operate a taxicab service in the City in full compliance with the requirements of this Agreement and the provisions of the Manhattan Beach Municipal Code and all other applicable ordinances, laws, and rules and regulations, as may be amended from time to time.

5. The Parties acknowledge that this Agreement shall not impact or govern the operation of charter-party carriers of passengers in the City.

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

1. **Grant of Franchise.** City hereby grants a non-exclusive franchise to Franchisee for the provision of taxi services originating within the City's boundaries.

2. **Term of Franchise.** This Agreement shall be for a term of 5 years, beginning on January 1, 2015 and continuing through December 31, 2019, unless extended or terminated as provided below.

2.1 **Termination.** City may terminate the franchise immediately pursuant to Chapter 4.108 of the Municipal Code. Upon receipt of a termination notice, Franchisee shall: (1) promptly discontinue all services affected; (2) promptly remove all vehicle decals authorizing operations within the City; and (3) return any and all City-issued identification, equipment or materials associated with this Agreement.



2.2 Suspension/Revocation. City may suspend or revoke the franchise pursuant to Chapter 4.108 of the Municipal Code.

2.3 Agreement Extension(s). Options to extend may be granted, in one-year increments, by mutual agreement of the City and Franchisee.

3. Nature of Franchise. The rights and responsibilities of Franchisee shall include the following:

3.1 Restrictions and Regulations

A. Franchisee shall abide by all: (1) applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by City with respect to taxicab operations; (2) orders, directives, or conditions issued, given, or imposed by City with respect to the use of roadways, driveways, curbs, sidewalks, and parking areas in and about the City; (3) applicable laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, federal, state, or municipal, lawfully exercising jurisdiction over the City; including Ordinances for: Taxi Cab Stands, Clean Air Vehicle and Exclusive Taxi Pick-Up Agreements for Compensation, and any not listed in this Agreement.

B. Franchisee shall operate its vehicles in the City only when a current and valid decal sticker has been permanently affixed to the vehicle in the appropriate location. Failure to have a current and valid decal affixed on a vehicle while operating in the City shall mean that Franchisee does not have City approval to operate said vehicle in the City. Franchisee understands that under said circumstances the driver of the vehicle is subject to citation, the vehicle is subject to impound, and Franchisee may receive a suspension or termination of its operating rights. City reserves the right to determine the frequency of and occasions when new or replacement decals or stickers may be issued.

C. Franchisee shall adhere to City regulations regarding appropriate loading and unloading of passengers and shall utilize the designated Taxi Stands throughout the City rather than "trolling" for passengers or parking illegally at metered spaces. For the non-exclusive use of one taxi stand parking space, Franchisee shall pay the City, on an annual basis, its proportionate share of the City's anticipated revenue from each parking space, which is \$5,944 for calendar year 2015. In that the City has entered into a franchise agreement with four franchisees, that amount is \$1,486 for 2015. This fee is payable annually and will be invoiced with the annual franchise payment due January 1 of each year for the term of this Agreement. This amount is equivalent to the amount of revenue expected to be generated by a single metered parking space in a year. The City may, at its sole discretion, adjust this fee in the event the City raises its parking meter rates.

D. Franchisee shall be prohibited from entering into any agreement, for

which consideration is exchanged, whether formal or informal, whereby a property owner or business owner or operator, or an employee of a business owner or operator agrees to allow only a particular franchise operator or operators to provide service to the exclusion of other franchise operators, wherein the term "consideration" shall mean money or any other thing of monetary value.

**3.2 Authorized Vehicles**

Franchisee shall report to the City the Year, Make, Model, Certified MPG, Passenger Capacity, Franchisee Vehicle Number, License Plate Number, Vehicle Identification Number ("VIN"), Owner/Driver Name(s) and CA Driver's License Number(s), and Proof of Commercial Registration for each of Franchisee's vehicles used in its operation in the City. Franchisee shall also clearly identify those vehicles which are Low Emission Vehicles and which are wheelchair vans.

As of the commencement of each year of the Franchise, all vehicles shall be no more than 8 model years old at any point during the franchise period, as follows:

<b><u>Year of Franchise</u></b>	<b><u>Model Year</u></b>
January 1, 2015 - December 31, 2015	2007 and greater
January 1, 2016 - December 31, 2016	2008 and greater
January 1, 2017 - December 31, 2017	2009 and greater
January 1, 2018 - December 31, 2018	2010 and greater
January 1, 2019 - December 31, 2019	2011 and greater

The same policy will apply to any option year(s) attached to this Franchise.

A. **CLEAN AIR VEHICLES** - Franchisee shall adhere to City regulations regarding Clean Air Vehicles wherein vehicles used in the operation of the franchise must achieve a minimum rating of 47 City MPG as rated by the US Department of Energy website [www.fueleconomy.gov](http://www.fueleconomy.gov).

The Franchisee's fleet shall consist of clean air vehicles, as follows:

<b>Compliance Date</b>	<b>Minimum % of Fleet</b>
December 31, 2015	25%
December 31, 2016	50%
December 31, 2017	75%
December 31, 2018	100%

If a franchisee uses special purpose vehicles (e.g., wheel chair accessible vans, vans used for school transportation, or larger passenger volume vehicles to accommodate larger parties), twenty-five percent of the total number of authorized vehicles may be excluded from the fleet for the purpose of calculating the percentage of clean air

vehicles required.

**B. WHEELCHAIR ACCESSIBLE VANS** - Franchisee shall comply with all provisions of the Americans with Disabilities Act (ADA). In addition, a minimum of 5% or two vehicles, whichever is greater, must be wheelchair accessible vans (Must meet all ADA definitions including: floor area, interior height clearance, side-entry loading clearance and ramp or lift design specifications; all required wheelchair/passenger securement straps shall be maintained in the taxicab at all times, in good working order, with permanent markings indicating the taxicab designation/number).

**C. CITY PERMIT** – City shall issue 65 permit decals to the Franchisee after Franchisee satisfies all requirements of this Agreement and all applicable laws. If, during the franchise period, the Franchisee needs replacement decals, the Franchisee shall provide the old decal to the City as proof of non-duplication. Prior to obtaining a new decal from the City, Franchisee shall report to the City in writing the Year, Make, Model, Certified MPG, Taxi Cab Vehicle Number, License Plate Number, Vehicle Identification Number (“VIN”), Owner/Driver Name(s) and CA Driver’s License Number(s), and Proof of Commercial Registration for each replacement vehicle. A fee of \$10 shall be paid to the City for processing the replacement decal request and for providing the replacement decal.

**D. VEHICLE INSPECTIONS** - Each vehicle shall be subject to inspection by the City at any time (not limited to one time per year). Vehicles which fail inspection shall not be used to pick up passengers until deficiencies are corrected. Additionally, in accordance with the vehicle manufacturer’s warranty specifications and any applicable State and Federal laws, Franchisee shall maintain a vehicle maintenance program, including preventative maintenance, which will be in effect throughout the term of this Agreement. City reserves the right to inspect Franchisee’s vehicle maintenance records and facilities during regular business hours and its vehicles on an unscheduled, unannounced basis to audit said program for compliance with this Agreement.

**E. FRANCHISEE NAMES, LOGOS AND COLOR SCHEMES** - Franchisee shall file with City a description and vehicle photograph depicting the color scheme and markings common to Franchisee’s vehicles, which distinguishes them visually from vehicles used by another operator.

**F. METERS/RATES** - Each and every cab operated under the Franchise shall be equipped with a working meter to calculate the fares. All trips under this Agreement shall be metered. No flat fee trips are permitted. The meters shall be capable of issuing a printed receipt for each trip. Additionally, the City reserves the right to audit meters and vehicles for accurate measurement and metering of fares. All meters shall be in compliance with the specifications and standards for taxi/vehicle for hire meters. No rates shall exceed customer rates as established by the Los Angeles County Department of Transportation (LADOT) and the Board of Taxicab Commissioners.

### **3.3 Authorized Drivers**

**A. EMPLOYEES AND SUBCONTRACTORS** - Franchisee shall be permitted to utilize employees, licensed subcarriers, or a combination thereof to achieve its full complement of vehicles and drivers. Each driver must be fully qualified to operate the vehicles specified herein and must possess a valid California Driver's License of the appropriate class. Franchisee shall verify that driver(s) must possess the appropriate documentation.

The City reserves the right to approve in advance the form and content of any agreement to be used between Franchisee and its licensed sub-carriers. Franchisee shall verify documentation authorizing driver(s) to work in the United States of America; it will be the responsibility of the firm to verify eligibility.

**B. TRAINING** - Franchisee shall maintain throughout the Agreement term a program for training its drivers pursuant to a training manual developed by Franchisee. Franchisee shall require all of its drivers to attend the training program, and any other drivers subsequently utilized by Franchisee during the term of the franchise. City Rules and Regulations, vehicle operation, vehicle safety procedures, knowledge of traffic laws, passenger assistance and customer service, effective communication skills, and knowledge of Franchisee's authorized service area and passenger fares.

**C. IDENTIFICATION** - Franchisee is responsible for placing a placard identification card inside each vehicle with the following specifications: driver(s) picture identification (from every driver of said cab), drivers first and last name, taxi cab number, company name and logo, company address and phone number. Placard must be placed in a conspicuous place visible to the passenger area.

**D. UNIFORMS** - Each driver shall wear a uniform which projects a professional appearance and clearly identifies the wearer as an employee of Franchisee.

**E. ENGLISH SPEAKING PERSONNEL** - Personnel hired or contracted by the Franchisee who have dealings directly with the public they are serving, such as drivers and dispatchers, shall be proficient in the English language and be able to communicate effectively with the public.

**F. BACKGROUND** - The Franchisee, at its expense, shall have each driver fingerprinted and a background investigation performed. No person convicted of a felony or required to register as a sex offender may operate a vehicle under this Agreement.

**G. DRUG/ALCOHOL TESTING** - Franchisee shall have a drug testing program in place for all personnel (employee and contract). No franchisee shall employ any person as a driver who has been convicted for driving under the influence of a controlled substance, including alcohol. Upon request, Franchisee shall provide a copy

of current company policy and results of the testing shall be made available to the City.

### 3.4 Service Standards

A. **CONDUCT** - Franchisee and its drivers, coordinators, and other personnel shall, in the performance of all duties pursuant to this Agreement, conduct themselves with the highest degree of courtesy and service. The Franchisee shall be directly and solely responsible for the conduct of its drivers, coordinators, or other personnel utilized under authority of this Agreement.

B. **DISCOUNTED RATES** - Franchisee shall provide a 10% discount for disabled passengers and senior citizen (age 62 and better) passengers for rides within the Manhattan Beach city limits.

C. **ROUTING** - Franchisee shall, at all times, utilize the most cost effective routing of trips when transporting passengers, unless otherwise instructed by the passengers.

D. **RESPONSE TO COMPLAINTS** - Franchisee shall be required to log and resolve all written and oral complaints received from the public or City in a timely manner. Franchisee shall respond in writing to complaints received and shall report to City the results of any investigation or actions taken.

### 3.5 Representative of Franchisee

Franchisee shall at all times retain one qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep City informed in writing of the identity of each such person.

### 3.6 Change in Ownership

Should the ownership of Franchisee substantially change during the term of this Agreement, Franchisee shall be obligated to notify the City within 10 days of the effective date of any such change. City shall have 10 days from receipt of such notice to terminate this Agreement at its sole discretion. Failure by Franchisee to provide said notice shall be considered a material breach of this Agreement. For purposes of this Agreement, a change in ownership shall be deemed to have occurred when a controlling interest in Franchisee has been transferred to any party not having a controlling interest on the date this Agreement was executed by City.

4. **Compensation**. Franchisee shall compensate City as follows:

2015 **65** x \$923 per cab = **\$59,995.00** per year

Subsequent annual franchise payments will be adjusted by the Consumer Price

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**Series Id:** CUURA421SA0  
Not Seasonally Adjusted  
**Area:** Los Angeles-Riverside-Orange County, CA  
**Item:** All items  
**Base Period:** 1982-84=100

The adjustment will be based on the change in the index for the prior twelve month period from September to September or \$25, whichever is greater. The City shall notify the Franchisee of the change and the net adjustment to the annual per cab fee, which will be payable by January 1<sup>st</sup> for the following year. Using September 2014 as an example, the adjustment would be calculated as follows:

September 2013 CPI	239.611
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Index Change	4.012
Percentage Change	1.7%
Dollar Change	\$15.27 per cab (equal to \$898 x 1.7%)
Minimum Increase	\$25.00
New Rate	\$923.00 per cab

All late payments are subject to a 10 percent penalty during the first 10 days of the contract period, increased to 15 percent during days 11 through 20, and 20 percent for days 21 through 30. Non-payment of franchise fees is grounds for immediate termination of the Agreement.

## 5. **Insurance Requirements.**

5.1 **Commencement of Franchise.** Franchisee shall not commence its exercise of rights under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, Franchisee must have and maintain in place all of the insurance coverages required in this Section. Franchisee's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Franchisee shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences any services on behalf of Franchisee relevant to this Agreement.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by City.

## **5.2 Coverages, Limits and Policy Requirements.**

Franchisee shall maintain the types of coverages and limits indicated below:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE** - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than \$2,000,000.00 per occurrence. City, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. An endorsement form acceptable to the City's Risk Manager shall be executed by the applicable insurance underwriters.

**B. COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City. The limit for bodily injury and property damage liability shall be no less than \$1,000,000 per accident. City, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. An endorsement form acceptable to the City's Risk Manager shall be executed by the applicable insurance underwriters.

**C. WORKERS' COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall contain or be endorsed to include a waiver of subrogation in favor of City.

**5.3 Additional Requirements.** The procuring of such required policies of insurance shall not be construed to limit Franchisee's liability hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Franchisee in writing of changes in the insurance requirements. If

Franchisee does not deposit copies of acceptable insurance policies with City incorporating such changes within 60 days of receipt of such notice, Franchisee shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City and its officials, employees and agents (with additional premium, if any, to be paid by Franchisee); or Franchisee shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

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6. Non-Liability of Officials and Employees of the City. No official or employee of City shall be personally liable for any default or liability under this Agreement.

7. Non-Discrimination. Franchisee covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, sexual orientation, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

8. Independent Contractor. Franchisee is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Franchisee or any of Franchisee's employees, except as herein set forth. Franchisee shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

9. Compliance with Law. Franchisee shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

10. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.



A. Address of Franchisee is as follows:

**Yellow Cab of South Bay Cooperative, Inc.  
2129 W Rosecrans Ave  
Gardena, CA 90249**

B. Address of City is as follows:

Finance Director,  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266

(With a copy to):

City Attorney  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266

11. **Limitations Upon Assignment.** Neither this Agreement nor any portion shall be assigned by Franchisee without prior written consent of City. Any attempt by Franchisee to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

12. **Personnel.** Franchisee represents that it has, or shall secure at its own expense, all personnel required to perform under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

13. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

14. **Indemnification.** Franchisee shall defend, indemnify, and hold harmless City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Franchisee, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the gross negligence, sole negligence, or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the Parties. Franchisee shall defend City, with counsel of City's choice, at Franchisee's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Franchisee shall

reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Franchisee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Franchisee or City. All duties of Franchisee under this Section shall survive termination of this Agreement.

15. **California Law.** Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

16. **Interpretation.** Agreement shall be interpreted as though prepared by both parties.

17. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

18. **Entire Agreement; Modification.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

19. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover all attorneys' fees and court costs incurred in connection with the action from the opposing party.

[Signatures begin next page]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

**YELLOW CAB OF SOUTH BAY COOPERATIVE, INC.**

By: Jan Zahy

Name: MALIK. Z - YOUSUF .

Title: PRESIDENT YELLOW CAB OF SOUTH BAY COOPERATIVE, INC

By: Ernesto Gutierrez

Name: Ernesto Gutierrez

Title: Board Member, yellow CAB of South Bay Cooperative, Inc.

**CITY OF MANHATTAN BEACH**

\_\_\_\_\_  
Mark Danaj, City Manager

ATTEST:

\_\_\_\_\_  
Liza Tamura, City Clerk

APPROVED AS TO FORM:

Quinn Barrow  
Quinn Barrow, City Attorney

## **TAXICAB FRANCHISE AGREEMENT**

This Agreement is made on January 1, 2015, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("City"), and **ALL YELLOW TAXI, INC.**, a California corporation (hereinafter referred to as "Franchisee") (collectively, the "Parties").

### **RECITALS**

1. Chapter 4.108 of the Manhattan Beach Municipal Code authorizes the City, in the exercise of its constitutional police powers, to award one or more nonexclusive franchises for the operation of taxicab services, and to limit taxicab service to only those operators to whom a franchise is awarded.

2. Franchisee has applied for and, on the basis of its qualifications and the representations contained in its proposal, has been awarded the opportunity to enter into a nonexclusive franchise agreement for the operation of taxicabs in the City pursuant to this Agreement.

3. Franchisee represents that it is a taxicab operator qualified by virtue of experience, training, education, and expertise to be granted such a franchise.

4. Franchisee proposes to operate a taxicab service in the City in full compliance with the requirements of this Agreement and the provisions of the Manhattan Beach Municipal Code and all other applicable ordinances, laws, and rules and regulations, as may be amended from time to time.

5. The Parties acknowledge that this Agreement shall not impact or govern the operation of charter-party carriers of passengers in the City.

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

1. **Grant of Franchise.** City hereby grants a non-exclusive franchise to Franchisee for the provision of taxi services originating within the City's boundaries.

2. **Term of Franchise.** This Agreement shall be for a term of 5 years, beginning on January 1, 2015 and continuing through December 31, 2019, unless extended or terminated as provided below.

2.1 **Termination.** City may terminate the franchise immediately pursuant to Chapter 4.108 of the Municipal Code. Upon receipt of a termination notice, Franchisee shall: (1) promptly discontinue all services affected; (2) promptly remove all vehicle decals authorizing operations within the City; and (3) return any and all City-issued identification, equipment or materials associated with this Agreement.

2.2 Suspension/Revocation. City may suspend or revoke the franchise pursuant to Chapter 4.108 of the Municipal Code.

2.3 Agreement Extension(s). Options to extend may be granted, in one-year increments, by mutual agreement of the City and Franchisee.

3. Nature of Franchise. The rights and responsibilities of Franchisee shall include the following:

3.1 Restrictions and Regulations

A. Franchisee shall abide by all: (1) applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by City with respect to taxicab operations; (2) orders, directives, or conditions issued, given, or imposed by City with respect to the use of roadways, driveways, curbs, sidewalks, and parking areas in and about the City; (3) applicable laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, federal, state, or municipal, lawfully exercising jurisdiction over the City; including Ordinances for: Taxi Cab Stands, Clean Air Vehicle and Exclusive Taxi Pick-Up Agreements for Compensation, and any not listed in this Agreement.

B. Franchisee shall operate its vehicles in the City only when a current and valid decal sticker has been permanently affixed to the vehicle in the appropriate location. Failure to have a current and valid decal affixed on a vehicle while operating in the City shall mean that Franchisee does not have City approval to operate said vehicle in the City. Franchisee understands that under said circumstances the driver of the vehicle is subject to citation, the vehicle is subject to impound, and Franchisee may receive a suspension or termination of its operating rights. City reserves the right to determine the frequency of and occasions when new or replacement decals or stickers may be issued.

C. Franchisee shall adhere to City regulations regarding appropriate loading and unloading of passengers and shall utilize the designated Taxi Stands throughout the City rather than "trolling" for passengers or parking illegally at metered spaces. For the non-exclusive use of one taxi stand parking space, Franchisee shall pay the City, on an annual basis, its proportionate share of the City's anticipated revenue from each parking space, which is \$5,944 for calendar year 2015. In that the City has entered into a franchise agreement with four franchisees, that amount is \$1,486 for 2015. This fee is payable annually and will be invoiced with the annual franchise payment due January 1 of each year for the term of this Agreement. This amount is equivalent to the amount of revenue expected to be generated by a single metered parking space in a year. The City may, at its sole discretion, adjust this fee in the event the City raises its parking meter rates.

D. Franchisee shall be prohibited from entering into any agreement, for which consideration is exchanged, whether formal or informal, whereby a property owner or business owner or operator, or an employee of a business owner or operator agrees to allow only a particular franchise operator or operators to provide service to the exclusion of other franchise operators, wherein the term "consideration" shall mean money or any other thing of monetary value.

**3.2 Authorized Vehicles**

Franchisee shall report to the City the Year, Make, Model, Certified MPG, Passenger Capacity, Franchisee Vehicle Number, License Plate Number, Vehicle Identification Number ("VIN"), Owner/Driver Name(s) and CA Driver's License Number(s), and Proof of Commercial Registration for each of Franchisee's vehicles used in its operation in the City. Franchisee shall also clearly identify those vehicles which are Low Emission Vehicles and which are wheelchair vans.

As of the commencement of each year of the Franchise, all vehicles shall be no more than 8 model years old at any point during the franchise period, as follows:

<b><u>Year of Franchise</u></b>	<b><u>Model Year</u></b>
January 1, 2015 - December 31, 2015	2007 and greater
January 1, 2016 - December 31, 2016	2008 and greater
January 1, 2017 - December 31, 2017	2009 and greater
January 1, 2018 - December 31, 2018	2010 and greater
January 1, 2019 - December 31, 2019	2011 and greater

The same policy will apply to any option year(s) attached to this Franchise.

A. **CLEAN AIR VEHICLES** - Franchisee shall adhere to City regulations regarding Clean Air Vehicles wherein vehicles used in the operation of the franchise must achieve a minimum rating of 47 City MPG as rated by the US Department of Energy website [www.fueleconomy.gov](http://www.fueleconomy.gov).

The Franchisee's fleet shall consist of clean air vehicles, as follows:

<b>Compliance Date</b>	<b>Minimum % of Fleet</b>
December 31, 2015	25%
December 31, 2016	50%
December 31, 2017	75%
December 31, 2018	100%

If a franchisee uses special purpose vehicles (e.g., wheel chair accessible vans, vans used for school transportation, or larger passenger volume vehicles to accommodate

larger parties), twenty-five percent of the total number of authorized vehicles may be excluded from the fleet for the purpose of calculating the percentage of clean air vehicles required.

**B. WHEELCHAIR ACCESSIBLE VANS** - Franchisee shall comply with all provisions of the Americans with Disabilities Act (ADA). In addition, a minimum of 5% or two vehicles, whichever is greater, must be wheelchair accessible vans (Must meet all ADA definitions including: floor area, interior height clearance, side-entry loading clearance and ramp or lift design specifications; all required wheelchair/passenger securement straps shall be maintained in the taxicab at all times, in good working order, with permanent markings indicating the taxicab designation/number).

**C. CITY PERMIT** – City shall issue **30** permit decals to the Franchisee after Franchisee satisfies all requirements of this Agreement and all applicable laws. If, during the franchise period, the Franchisee needs replacement decals, the Franchisee shall provide the old decal to the City as proof of non-duplication. Prior to obtaining a new decal from the City, Franchisee shall report to the City in writing the Year, Make, Model, Certified MPG, Taxi Cab Vehicle Number, License Plate Number, Vehicle Identification Number (“VIN”), Owner/Driver Name(s) and CA Driver’s License Number(s), and Proof of Commercial Registration for each replacement vehicle. A fee of \$10 shall be paid to the City for processing the replacement decal request and for providing the replacement decal.

**D. VEHICLE INSPECTIONS** - Each vehicle shall be subject to inspection by the City at any time (not limited to one time per year). Vehicles which fail inspection shall not be used to pick up passengers until deficiencies are corrected. Additionally, in accordance with the vehicle manufacturer’s warranty specifications and any applicable State and Federal laws, Franchisee shall maintain a vehicle maintenance program, including preventative maintenance, which will be in effect throughout the term of this Agreement. City reserves the right to inspect Franchisee’s vehicle maintenance records and facilities during regular business hours and its vehicles on an unscheduled, unannounced basis to audit said program for compliance with this Agreement.

**E. FRANCHISEE NAMES, LOGOS AND COLOR SCHEMES** - Franchisee shall file with City a description and vehicle photograph depicting the color scheme and markings common to Franchisee’s vehicles, which distinguishes them visually from vehicles used by another operator.

**F. METERS/RATES** - Each and every cab operated under the Franchise shall be equipped with a working meter to calculate the fares. All trips under this Agreement shall be metered. No flat fee trips are permitted. The meters shall be capable of issuing a printed receipt for each trip. Additionally, the City reserves the right to audit meters and vehicles for accurate measurement and metering of fares. All meters shall be in compliance with the specifications and standards for taxi/vehicle for hire meters. No rates shall exceed customer rates as established by the Los Angeles

County Department of Transportation (LADOT) and the Board of Taxicab Commissioners.

### 3.3 Authorized Drivers

A. **EMPLOYEES AND SUBCONTRACTORS** - Franchisee shall be permitted to utilize employees, licensed subcarriers, or a combination thereof to achieve its full complement of vehicles and drivers. Each driver must be fully qualified to operate the vehicles specified herein and must possess a valid California Driver's License of the appropriate class. Franchisee shall verify that driver(s) must possess the appropriate documentation.

The City reserves the right to approve in advance the form and content of any agreement to be used between Franchisee and its licensed sub-carriers. Franchisee shall verify documentation authorizing driver(s) to work in the United States of America; it will be the responsibility of the firm to verify eligibility.

B. **TRAINING** - Franchisee shall maintain throughout the Agreement term a program for training its drivers pursuant to a training manual developed by Franchisee. Franchisee shall require all of its drivers to attend the training program, and any other drivers subsequently utilized by Franchisee during the term of the franchise. City Rules and Regulations, vehicle operation, vehicle safety procedures, knowledge of traffic laws, passenger assistance and customer service, effective communication skills, and knowledge of Franchisee's authorized service area and passenger fares.

C. **IDENTIFICATION** - Franchisee is responsible for placing a placard identification card inside each vehicle with the following specifications: driver(s) picture identification (from every driver of said cab), drivers first and last name, taxi cab number, company name and logo, company address and phone number. Placard must be placed in a conspicuous place visible to the passenger area.

D. **UNIFORMS** - Each driver shall wear a uniform which projects a professional appearance and clearly identifies the wearer as an employee of Franchisee.

E. **ENGLISH SPEAKING PERSONNEL** - Personnel hired or contracted by the Franchisee who have dealings directly with the public they are serving, such as drivers and dispatchers, shall be proficient in the English language and be able to communicate effectively with the public.

F. **BACKGROUND** - The Franchisee, at its expense, shall have each driver fingerprinted and a background investigation performed. No person convicted of a felony or required to register as a sex offender may operate a vehicle under this Agreement.



G. **DRUG/ALCOHOL TESTING** - Franchisee shall have a drug testing program in place for all personnel (employee and contract). No franchisee shall employ any person as a driver who has been convicted for driving under the influence of a controlled substance, including alcohol. Upon request, Franchisee shall provide a copy of current company policy and results of the testing shall be made available to the City.

### 3.4 Service Standards

A. **CONDUCT** - Franchisee and its drivers, coordinators, and other personnel shall, in the performance of all duties pursuant to this Agreement, conduct themselves with the highest degree of courtesy and service. The Franchisee shall be directly and solely responsible for the conduct of its drivers, coordinators, or other personnel utilized under authority of this Agreement.

B. **DISCOUNTED RATES** - Franchisee shall provide a 10% discount for disabled passengers and senior citizen (age 62 and better) passengers for rides within the Manhattan Beach city limits.

C. **ROUTING** - Franchisee shall, at all times, utilize the most cost effective routing of trips when transporting passengers, unless otherwise instructed by the passengers.

D. **RESPONSE TO COMPLAINTS** - Franchisee shall be required to log and resolve all written and oral complaints received from the public or City in a timely manner. Franchisee shall respond in writing to complaints received and shall report to City the results of any investigation or actions taken.

### 3.5 Representative of Franchisee

Franchisee shall at all times retain one qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep City informed in writing of the identity of each such person.

### 3.6 Change in Ownership

Should the ownership of Franchisee substantially change during the term of this Agreement, Franchisee shall be obligated to notify the City within 10 days of the effective date of any such change. City shall have 10 days from receipt of such notice to terminate this Agreement at its sole discretion. Failure by Franchisee to provide said notice shall be considered a material breach of this Agreement. For purposes of this Agreement, a change in ownership shall be deemed to have occurred when a controlling interest in Franchisee has been transferred to any party not having a controlling interest on the date this Agreement was executed by City.

4. **Compensation.** Franchisee shall compensate City as follows:

2015 30 x \$923 per cab = \$27,690.00 per year

Subsequent annual franchise payments will be adjusted by the Consumer Price Index as published by the U.S. Department of Labor as follows:

**Series Id:** CUURA421SA0  
**Not Seasonally Adjusted**  
**Area:** Los Angeles-Riverside-Orange County, CA  
**Item:** All items  
**Base Period:** 1982-84=100

The adjustment will be based on the change in the index for the prior twelve month period from September to September or \$25, whichever is greater. The City shall notify the Franchisee of the change and the net adjustment to the annual per cab fee, which will be payable by January 1<sup>st</sup> for the following year. Using September 2014 as an example, the adjustment would be calculated as follows:

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5.3 **Additional Requirements.** The procuring of such required policies of insurance shall not be construed to limit Franchisee's liability hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Franchisee in writing of changes in the insurance requirements. If Franchisee does not deposit copies of acceptable insurance policies with City incorporating such changes within 60 days of receipt of such notice, Franchisee shall be deemed in default hereunder.

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6. **Non-Liability of Officials and Employees of the City.** No official or employee of City shall be personally liable for any default or liability under this Agreement.

7. **Non-Discrimination.** Franchisee covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, sexual orientation, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

8. **Independent Contractor.** Franchisee is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Franchisee or any of Franchisee's employees, except as herein set forth. Franchisee shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

9. **Compliance with Law.** Franchisee shall comply with all applicable laws,

ordinances, codes, and regulations of the federal, state, and local government.

10. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

A. Address of Franchisee is as follows:

**All Yellow Taxi, Inc.  
17800 S Main St., Ste 101  
Gardena, CA 90248**

B. Address of City is as follows:

Finance Director,  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266

(With a copy to):

City Attorney  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266

11. **Limitations Upon Assignment.** Neither this Agreement nor any portion shall be assigned by Franchisee without prior written consent of City. Any attempt by Franchisee to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

12. **Personnel.** Franchisee represents that it has, or shall secure at its own expense, all personnel required to perform under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

13. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

14. **Indemnification.** Franchisee shall defend, indemnify, and hold harmless City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Franchisee, its officials, officers,

employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the gross negligence, sole negligence, or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the Parties. Franchisee shall defend City, with counsel of City's choice, at Franchisee's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Franchisee shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Franchisee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Franchisee or City. All duties of Franchisee under this Section shall survive termination of this Agreement.

15. **California Law.** Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

16. **Interpretation.** Agreement shall be interpreted as though prepared by both parties.

17. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.


18. **Entire Agreement; Modification.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

19. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover all attorneys' fees and court costs incurred in connection with the action from the opposing party.

[Signatures begin next page]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

**ALL YELLOW TAXI, INC.**

By:   
Name: Ali A. NASROLLAHI  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF MANHATTAN BEACH**

\_\_\_\_\_  
Mark Danaj, City Manager

ATTEST:

\_\_\_\_\_  
Liza Tamura, City Clerk

APPROVED AS TO FORM:

  
Quinn Barrow, City Attorney

## TAXICAB FRANCHISE AGREEMENT

This Agreement is made on January 1, 2015, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("City"), and BELL CAB COMPANY, INC., a California corporation (hereinafter referred to as "Franchisee") (collectively, the "Parties").

### RECITALS

1. Chapter 4.108 of the Manhattan Beach Municipal Code authorizes the City, in the exercise of its constitutional police powers, to award one or more nonexclusive franchises for the operation of taxicab services, and to limit taxicab service to only those operators to whom a franchise is awarded.

2. Franchisee has applied for and, on the basis of its qualifications and the representations contained in its proposal, has been awarded the opportunity to enter into a nonexclusive franchise agreement for the operation of taxicabs in the City pursuant to this Agreement.

3. Franchisee represents that it is a taxicab operator qualified by virtue of experience, training, education, and expertise to be granted such a franchise.

4. Franchisee proposes to operate a taxicab service in the City in full compliance with the requirements of this Agreement and the provisions of the Manhattan Beach Municipal Code and all other applicable ordinances, laws, and rules and regulations, as may be amended from time to time.

5. The Parties acknowledge that this Agreement shall not impact or govern the operation of charter-party carriers of passengers in the City.

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

1. **Grant of Franchise.** City hereby grants a non-exclusive franchise to Franchisee for the provision of taxi services originating within the City's boundaries.

2. **Term of Franchise.** This Agreement shall be for a term of 5 years, beginning on January 1, 2015 and continuing through December 31, 2019, unless extended or terminated as provided below.

2.1 **Termination.** City may terminate the franchise immediately pursuant to Chapter 4.108 of the Municipal Code. Upon receipt of a termination notice, Franchisee shall: (1) promptly discontinue all services affected; (2) promptly remove all vehicle decals authorizing operations within the City; and (3) return any and all City-issued identification, equipment or materials associated with this Agreement.



2.2 **Suspension/Revocation.** City may suspend or revoke the franchise pursuant to Chapter 4.108 of the Municipal Code.

2.3 **Agreement Extension(s).** Options to extend may be granted, in one-year increments, by mutual agreement of the City and Franchisee.

3. **Nature of Franchise.** The rights and responsibilities of Franchisee shall include the following:

3.1 **Restrictions and Regulations**

A. Franchisee shall abide by all: (1) applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by City with respect to taxicab operations; (2) orders, directives, or conditions issued, given, or imposed by City with respect to the use of roadways, driveways, curbs, sidewalks, and parking areas in and about the City; (3) applicable laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, federal, state, or municipal, lawfully exercising jurisdiction over the City; including Ordinances for: Taxi Cab Stands, Clean Air Vehicle and Exclusive Taxi Pick-Up Agreements for Compensation, and any not listed in this Agreement.

B. Franchisee shall operate its vehicles in the City only when a current and valid decal sticker has been permanently affixed to the vehicle in the appropriate location. Failure to have a current and valid decal affixed on a vehicle while operating in the City shall mean that Franchisee does not have City approval to operate said vehicle in the City. Franchisee understands that under said circumstances the driver of the vehicle is subject to citation, the vehicle is subject to impound, and Franchisee may receive a suspension or termination of its operating rights. City reserves the right to determine the frequency of and occasions when new or replacement decals or stickers may be issued.

C. Franchisee shall adhere to City regulations regarding appropriate loading and unloading of passengers and shall utilize the designated Taxi Stands throughout the City rather than "trolling" for passengers or parking illegally at metered spaces. For the non-exclusive use of one taxi stand parking space, Franchisee shall pay the City, on an annual basis, its proportionate share of the City's anticipated revenue from each parking space, which is \$5,944 for calendar year 2015. In that the City has entered into a franchise agreement with four franchisees, that amount is \$1,486 for 2015. This fee is payable annually and will be invoiced with the annual franchise payment due January 1 of each year for the term of this Agreement. This amount is equivalent to the amount of revenue expected to be generated by a single metered parking space in a year. The City may, at its sole discretion, adjust this fee in the event the City raises its parking meter rates.

D. Franchisee shall be prohibited from entering into any agreement, for

which consideration is exchanged, whether formal or informal, whereby a property owner or business owner or operator, or an employee of a business owner or operator agrees to allow only a particular franchise operator or operators to provide service to the exclusion of other franchise operators, wherein the term "consideration" shall mean money or any other thing of monetary value.

### 3.2 Authorized Vehicles

Franchisee shall report to the City the Year, Make, Model, Certified MPG, Passenger Capacity, Franchisee Vehicle Number, License Plate Number, Vehicle Identification Number ("VIN"), Owner/Driver Name(s) and CA Driver's License Number(s), and Proof of Commercial Registration for each of Franchisee's vehicles used in its operation in the City. Franchisee shall also clearly identify those vehicles which are Low Emission Vehicles and which are wheelchair vans.

As of the commencement of each year of the Franchise, all vehicles shall be no more than 8 model years old at any point during the franchise period, as follows:

<u>Year of Franchise</u>	<u>Model Year</u>
January 1, 2015 - December 31, 2015	2007 and greater
January 1, 2016 - December 31, 2016	2008 and greater
January 1, 2017 - December 31, 2017	2009 and greater
January 1, 2018 - December 31, 2018	2010 and greater
January 1, 2019 - December 31, 2019	2011 and greater

The same policy will apply to any option year(s) attached to this Franchise.

A. **CLEAN AIR VEHICLES** - Franchisee shall adhere to City regulations regarding Clean Air Vehicles wherein vehicles used in the operation of the franchise must achieve a minimum rating of 47 City MPG as rated by the US Department of Energy website [www.fueleconomy.gov](http://www.fueleconomy.gov).

The Franchisee's fleet shall consist of clean air vehicles, as follows:

<u>Compliance Date</u>	<u>Minimum % of Fleet</u>
December 31, 2015	25%
December 31, 2016	50%
December 31, 2017	75%
December 31, 2018	100%

If a franchisee uses special purpose vehicles (e.g., wheel chair accessible vans, vans used for school transportation, or larger passenger volume vehicles to accommodate larger parties), twenty-five percent of the total number of authorized vehicles may be excluded from the fleet for the purpose of calculating the percentage of clean air

vehicles required.

**B. WHEELCHAIR ACCESSIBLE VANS** - Franchisee shall comply with all provisions of the Americans with Disabilities Act (ADA). In addition, a minimum of 5% or two vehicles, whichever is greater, must be wheelchair accessible vans (Must meet all ADA definitions including: floor area, interior height clearance, side-entry loading clearance and ramp or lift design specifications; all required wheelchair/passenger securement straps shall be maintained in the taxicab at all times, in good working order, with permanent markings indicating the taxicab designation/number).

**C. CITY PERMIT** – City shall issue 30 permit decals to the Franchisee after Franchisee satisfies all requirements of this Agreement and all applicable laws. If, during the franchise period, the Franchisee needs replacement decals, the Franchisee shall provide the old decal to the City as proof of non-duplication. Prior to obtaining a new decal from the City, Franchisee shall report to the City in writing the Year, Make, Model, Certified MPG, Taxi Cab Vehicle Number, License Plate Number, Vehicle Identification Number (“VIN”), Owner/Driver Name(s) and CA Driver’s License Number(s), and Proof of Commercial Registration for each replacement vehicle. A fee of \$10 shall be paid to the City for processing the replacement decal request and for providing the replacement decal.

**D. VEHICLE INSPECTIONS** - Each vehicle shall be subject to inspection by the City at any time (not limited to one time per year). Vehicles which fail inspection shall not be used to pick up passengers until deficiencies are corrected. Additionally, in accordance with the vehicle manufacturer’s warranty specifications and any applicable State and Federal laws, Franchisee shall maintain a vehicle maintenance program, including preventative maintenance, which will be in effect throughout the term of this Agreement. City reserves the right to inspect Franchisee’s vehicle maintenance records and facilities during regular business hours and its vehicles on an unscheduled, unannounced basis to audit said program for compliance with this Agreement.

**E. FRANCHISEE NAMES, LOGOS AND COLOR SCHEMES** - Franchisee shall file with City a description and vehicle photograph depicting the color scheme and markings common to Franchisee’s vehicles, which distinguishes them visually from vehicles used by another operator.

**F. METERS/RATES** - Each and every cab operated under the Franchise shall be equipped with a working meter to calculate the fares. All trips under this Agreement shall be metered. No flat fee trips are permitted. The meters shall be capable of issuing a printed receipt for each trip. Additionally, the City reserves the right to audit meters and vehicles for accurate measurement and metering of fares. All meters shall be in compliance with the specifications and standards for taxi/vehicle for hire meters. No rates shall exceed customer rates as established by the Los Angeles County Department of Transportation (LADOT) and the Board of Taxicab Commissioners.

### 3.3 Authorized Drivers

A. **EMPLOYEES AND SUBCONTRACTORS** - Franchisee shall be permitted to utilize employees, licensed subcarriers, or a combination thereof to achieve its full complement of vehicles and drivers. Each driver must be fully qualified to operate the vehicles specified herein and must possess a valid California Driver's License of the appropriate class. Franchisee shall verify that driver(s) must possess the appropriate documentation.

The City reserves the right to approve in advance the form and content of any agreement to be used between Franchisee and its licensed sub-carriers. Franchisee shall verify documentation authorizing driver(s) to work in the United States of America; it will be the responsibility of the firm to verify eligibility.

B. **TRAINING** - Franchisee shall maintain throughout the Agreement term a program for training its drivers pursuant to a training manual developed by Franchisee. Franchisee shall require all of its drivers to attend the training program, and any other drivers subsequently utilized by Franchisee during the term of the franchise. City Rules and Regulations, vehicle operation, vehicle safety procedures, knowledge of traffic laws, passenger assistance and customer service, effective communication skills, and knowledge of Franchisee's authorized service area and passenger fares.

C. **IDENTIFICATION** - Franchisee is responsible for placing a placard identification card inside each vehicle with the following specifications: driver(s) picture identification (from every driver of said cab), drivers first and last name, taxi cab number, company name and logo, company address and phone number. Placard must be placed in a conspicuous place visible to the passenger area.

D. **UNIFORMS** - Each driver shall wear a uniform which projects a professional appearance and clearly identifies the wearer as an employee of Franchisee.

E. **ENGLISH SPEAKING PERSONNEL** - Personnel hired or contracted by the Franchisee who have dealings directly with the public they are serving, such as drivers and dispatchers, shall be proficient in the English language and be able to communicate effectively with the public.

F. **BACKGROUND** - The Franchisee, at its expense, shall have each driver fingerprinted and a background investigation performed. No person convicted of a felony or required to register as a sex offender may operate a vehicle under this Agreement.

G. **DRUG/ALCOHOL TESTING** - Franchisee shall have a drug testing program in place for all personnel (employee and contract). No franchisee shall employ any person as a driver who has been convicted for driving under the influence of a controlled substance, including alcohol. Upon request, Franchisee shall provide a copy

of current company policy and results of the testing shall be made available to the City.

### **3.4 Service Standards**

A. **CONDUCT** - Franchisee and its drivers, coordinators, and other personnel shall, in the performance of all duties pursuant to this Agreement, conduct themselves with the highest degree of courtesy and service. The Franchisee shall be directly and solely responsible for the conduct of its drivers, coordinators, or other personnel utilized under authority of this Agreement.

B. **DISCOUNTED RATES** - Franchisee shall provide a 10% discount for disabled passengers and senior citizen (age 62 and better) passengers for rides within the Manhattan Beach city limits.

C. **ROUTING** - Franchisee shall, at all times, utilize the most cost effective routing of trips when transporting passengers, unless otherwise instructed by the passengers.

D. **RESPONSE TO COMPLAINTS** - Franchisee shall be required to log and resolve all written and oral complaints received from the public or City in a timely manner. Franchisee shall respond in writing to complaints received and shall report to City the results of any investigation or actions taken.

### **3.5 Representative of Franchisee**

Franchisee shall at all times retain one qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep City informed in writing of the identity of each such person.

### **3.6 Change in Ownership**

Should the ownership of Franchisee substantially change during the term of this Agreement, Franchisee shall be obligated to notify the City within 10 days of the effective date of any such change. City shall have 10 days from receipt of such notice to terminate this Agreement at its sole discretion. Failure by Franchisee to provide said notice shall be considered a material breach of this Agreement. For purposes of this Agreement, a change in ownership shall be deemed to have occurred when a controlling interest in Franchisee has been transferred to any party not having a controlling interest on the date this Agreement was executed by City.

4. **Compensation**. Franchisee shall compensate City as follows:

2015 **30 x \$923 per cab = \$27,690.00 per year**

Subsequent annual franchise payments will be adjusted by the Consumer Price Index as published by the U.S. Department of Labor as follows:

**Series Id:** CUURA421SA0  
**Not Seasonally Adjusted**  
**Area:** Los Angeles-Riverside-Orange County, CA  
**Item:** All items  
**Base Period:** 1982-84=100

The adjustment will be based on the change in the index for the prior twelve month period from September to September or \$25, whichever is greater. The City shall notify the Franchisee of the change and the net adjustment to the annual per cab fee, which will be payable by January 1<sup>st</sup> for the following year. Using September 2014 as an example, the adjustment would be calculated as follows:

September 2013 CPI	239.611
September 2014 CPI	243.623
Index Change	4.012
Percentage Change	1.7%
Dollar Change	\$15.27 per cab (equal to \$898 x 1.7%)
Minimum Increase	\$25.00
New Rate	\$923.00 per cab

All late payments are subject to a 10 percent penalty during the first 10 days of the contract period, increased to 15 percent during days 11 through 20, and 20 percent for days 21 through 30. Non-payment of franchise fees is grounds for immediate termination of the Agreement.

**5. Insurance Requirements.**

**5.1 Commencement of Franchise.** Franchisee shall not commence its exercise of rights under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, Franchisee must have and maintain in place all of the insurance coverages required in this Section. Franchisee's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Franchisee shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences any services on behalf of Franchisee relevant to this Agreement.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A:-VII unless otherwise approved by City.

**5.2 Coverages, Limits and Policy Requirements.**

Franchisee shall maintain the types of coverages and limits indicated below:

A. **COMMERCIAL GENERAL LIABILITY INSURANCE** - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than \$2,000,000.00 per occurrence. City, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. An endorsement form acceptable to the City's Risk Manager shall be executed by the applicable insurance underwriters.

B. **COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City. The limit for bodily injury and property damage liability shall be no less than \$1,000,000 per accident. City, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. An endorsement form acceptable to the City's Risk Manager shall be executed by the applicable insurance underwriters.

C. **WORKERS' COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall contain or be endorsed to include a waiver of subrogation in favor of City.

5.3 **Additional Requirements.** The procuring of such required policies of insurance shall not be construed to limit Franchisee's liability hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Franchisee in writing of changes in the insurance requirements. If Franchisee does not deposit copies of acceptable insurance policies with City incorporating such changes within 60 days of receipt of such notice, Franchisee shall

be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City and its officials, employees and agents (with additional premium, if any, to be paid by Franchisee); or Franchisee shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

5.4 Verification of Compliance. Franchisee shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than 15 days prior to the expiration date of any policy of insurance required by this Agreement, Franchisee shall deliver to City a binder or certificates of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City.

6. Non-Liability of Officials and Employees of the City. No official or employee of City shall be personally liable for any default or liability under this Agreement.

7. Non-Discrimination. Franchisee covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, sexual orientation, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

8. Independent Contractor. Franchisee is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Franchisee or any of Franchisee's employees, except as herein set forth. Franchisee shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

9. Compliance with Law. Franchisee shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

10. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

A. Address of Franchisee is as follows:

**Bell Cab Company, Inc.  
13030 Cerise Ave  
Hawthorne, CA 90250**



B. Address of City is as follows:

Finance Director,  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266

(With a copy to):

City Attorney  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266

11. **Limitations Upon Assignment.** Neither this Agreement nor any portion shall be assigned by Franchisee without prior written consent of City. Any attempt by Franchisee to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

12. **Personnel.** Franchisee represents that it has, or shall secure at its own expense, all personnel required to perform under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

13. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

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

15. **California Law.** Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

16. **Interpretation.** Agreement shall be interpreted as though prepared by both parties.

17. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

18. **Entire Agreement; Modification.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

19. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover all attorneys' fees and court costs incurred in connection with the action from the opposing party.

[Signatures begin next page]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

**BELL CAB COMPANY, INC.**

By: [Signature]  
Name: Michael Guin  
Title: V.P. G.M.

By: [Signature]  
Name: Simon H. Momenarus  
Title: Director of operations

**CITY OF MANHATTAN BEACH**

Mark Danaj, City Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:

[Signature]  
Quinn Barrow, City Attorney

**SIGN HERE**

## **TAXICAB FRANCHISE AGREEMENT**

This Agreement is made on January 1, 2015, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("City"), and UNITED INDEPENDENT TAXI DRIVERS, INC., a California corporation (hereinafter referred to as "Franchisee") (collectively, the "Parties").

### **RECITALS**

1. Chapter 4.108 of the Manhattan Beach Municipal Code authorizes the City, in the exercise of its constitutional police powers, to award one or more nonexclusive franchises for the operation of taxicab services, and to limit taxicab service to only those operators to whom a franchise is awarded.

2. Franchisee has applied for and, on the basis of its qualifications and the representations contained in its proposal, has been awarded the opportunity to enter into a nonexclusive franchise agreement for the operation of taxicabs in the City pursuant to this Agreement.

3. Franchisee represents that it is a taxicab operator qualified by virtue of experience, training, education, and expertise to be granted such a franchise.

4. Franchisee proposes to operate a taxicab service in the City in full compliance with the requirements of this Agreement and the provisions of the Manhattan Beach Municipal Code and all other applicable ordinances, laws, and rules and regulations, as may be amended from time to time.

5. The Parties acknowledge that this Agreement shall not impact or govern the operation of charter-party carriers of passengers in the City.

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

1. **Grant of Franchise.** City hereby grants a non-exclusive franchise to Franchisee for the provision of taxi services originating within the City's boundaries.

2. **Term of Franchise.** This Agreement shall be for a term of 5 years, beginning on January 1, 2015 and continuing through December 31, 2019, unless extended or terminated as provided below.

2.1 **Termination.** City may terminate the franchise immediately pursuant to Chapter 4.108 of the Municipal Code. Upon receipt of a termination notice, Franchisee shall: (1) promptly discontinue all services affected; (2) promptly remove all vehicle decals authorizing operations within the City; and (3) return any and all City-issued identification, equipment or materials associated with this Agreement.

**2.2 Suspension/Revocation.** City may suspend or revoke the franchise pursuant to Chapter 4.108 of the Municipal Code.

**2.3 Agreement Extension(s).** Options to extend may be granted, in one-year increments, by mutual agreement of the City and Franchisee.

**3. Nature of Franchise.** The rights and responsibilities of Franchisee shall include the following:

**3.1 Restrictions and Regulations**

**A.** Franchisee shall abide by all: (1) applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by City with respect to taxicab operations; (2) orders, directives, or conditions issued, given, or imposed by City with respect to the use of roadways, driveways, curbs, sidewalks, and parking areas in and about the City; (3) applicable laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, federal, state, or municipal, lawfully exercising jurisdiction over the City; including Ordinances for: Taxi Cab Stands, Clean Air Vehicle and Exclusive Taxi Pick-Up Agreements for Compensation, and any not listed in this Agreement.

**B.** Franchisee shall operate its vehicles in the City only when a current and valid decal sticker has been permanently affixed to the vehicle in the appropriate location. Failure to have a current and valid decal affixed on a vehicle while operating in the City shall mean that Franchisee does not have City approval to operate said vehicle in the City. Franchisee understands that under said circumstances the driver of the vehicle is subject to citation, the vehicle is subject to impound, and Franchisee may receive a suspension or termination of its operating rights. City reserves the right to determine the frequency of and occasions when new or replacement decals or stickers may be issued.

**C.** Franchisee shall adhere to City regulations regarding appropriate loading and unloading of passengers and shall utilize the designated Taxi Stands throughout the City rather than "trolling" for passengers or parking illegally at metered spaces. For the non-exclusive use of one taxi stand parking space, Franchisee shall pay the City, on an annual basis, its proportionate share of the City's anticipated revenue from each parking space, which is \$5,944 for calendar year 2015. In that the City has entered into a franchise agreement with four franchisees, that amount is \$1,486 for 2015. This fee is payable annually and will be invoiced with the annual franchise payment due January 1 of each year for the term of this Agreement. This amount is equivalent to the amount of revenue expected to be generated by a single metered parking space in a year. The City may, at its sole discretion, adjust this fee in the event the City raises its parking meter rates.

**D.** Franchisee shall be prohibited from entering into any agreement, for

which consideration is exchanged, whether formal or informal, whereby a property owner or business owner or operator, or an employee of a business owner or operator agrees to allow only a particular franchise operator or operators to provide service to the exclusion of other franchise operators, wherein the term "consideration" shall mean money or any other thing of monetary value.

**3.2 Authorized Vehicles**

Franchisee shall report to the City the Year, Make, Model, Certified MPG, Passenger Capacity, Franchisee Vehicle Number, License Plate Number, Vehicle Identification Number ("VIN"), Owner/Driver Name(s) and CA Driver's License Number(s), and Proof of Commercial Registration for each of Franchisee's vehicles used in its operation in the City. Franchisee shall also clearly identify those vehicles which are Low Emission Vehicles and which are wheelchair vans.

As of the commencement of each year of the Franchise, all vehicles shall be no more than 8 model years old at any point during the franchise period, as follows:

<u>Year of Franchise</u>	<u>Model Year</u>
January 1, 2015 - December 31, 2015	2007 and greater
January 1, 2016 - December 31, 2016	2008 and greater
January 1, 2017 - December 31, 2017	2009 and greater
January 1, 2018 - December 31, 2018	2010 and greater
January 1, 2019 - December 31, 2019	2011 and greater

The same policy will apply to any option year(s) attached to this Franchise.

A. **CLEAN AIR VEHICLES** - Franchisee shall adhere to City regulations regarding Clean Air Vehicles wherein vehicles used in the operation of the franchise must achieve a minimum rating of 47 City MPG as rated by the US Department of Energy website [www.fueleconomy.gov](http://www.fueleconomy.gov).

The Franchisee's fleet shall consist of clean air vehicles, as follows:

<u>Compliance Date</u>	<u>Minimum % of Fleet</u>
December 31, 2015	25%
December 31, 2016	50%
December 31, 2017	75%
December 31, 2018	100%

If a franchisee uses special purpose vehicles (e.g., wheel chair accessible vans, vans used for school transportation, or larger passenger volume vehicles to accommodate larger parties), twenty-five percent of the total number of authorized vehicles may be excluded from the fleet for the purpose of calculating the percentage of clean air

vehicles required.

**B. WHEELCHAIR ACCESSIBLE VANS** - Franchisee shall comply with all provisions of the Americans with Disabilities Act (ADA). In addition, a minimum of 5% or two vehicles, whichever is greater, must be wheelchair accessible vans (Must meet all ADA definitions including: floor area, interior height clearance, side-entry loading clearance and ramp or lift design specifications; all required wheelchair/passenger securement straps shall be maintained in the taxicab at all times, in good working order, with permanent markings indicating the taxicab designation/number).

**C. CITY PERMIT** – City shall issue 40 permit decals to the Franchisee after Franchisee satisfies all requirements of this Agreement and all applicable laws. If, during the franchise period, the Franchisee needs replacement decals, the Franchisee shall provide the old decal to the City as proof of non-duplication. Prior to obtaining a new decal from the City, Franchisee shall report to the City in writing the Year, Make, Model, Certified MPG, Taxi Cab Vehicle Number, License Plate Number, Vehicle Identification Number ("VIN"), Owner/Driver Name(s) and CA Driver's License Number(s), and Proof of Commercial Registration for each replacement vehicle. A fee of \$10 shall be paid to the City for processing the replacement decal request and for providing the replacement decal.

**D. VEHICLE INSPECTIONS** - Each vehicle shall be subject to inspection by the City at any time (not limited to one time per year). Vehicles which fail inspection shall not be used to pick up passengers until deficiencies are corrected. Additionally, in accordance with the vehicle manufacturer's warranty specifications and any applicable State and Federal laws, Franchisee shall maintain a vehicle maintenance program, including preventative maintenance, which will be in effect throughout the term of this Agreement. City reserves the right to inspect Franchisee's vehicle maintenance records and facilities during regular business hours and its vehicles on an unscheduled, unannounced basis to audit said program for compliance with this Agreement.

**E. FRANCHISEE NAMES, LOGOS AND COLOR SCHEMES** - Franchisee shall file with City a description and vehicle photograph depicting the color scheme and markings common to Franchisee's vehicles, which distinguishes them visually from vehicles used by another operator.

**F. METERS/RATES** - Each and every cab operated under the Franchise shall be equipped with a working meter to calculate the fares. All trips under this Agreement shall be metered. No flat fee trips are permitted. The meters shall be capable of issuing a printed receipt for each trip. Additionally, the City reserves the right to audit meters and vehicles for accurate measurement and metering of fares. All meters shall be in compliance with the specifications and standards for taxi/vehicle for hire meters. No rates shall exceed customer rates as established by the Los Angeles County Department of Transportation (LADOT) and the Board of Taxicab Commissioners.

### **3.3 Authorized Drivers**

**A. EMPLOYEES AND SUBCONTRACTORS** - Franchisee shall be permitted to utilize employees, licensed subcarriers, or a combination thereof to achieve its full complement of vehicles and drivers. Each driver must be fully qualified to operate the vehicles specified herein and must possess a valid California Driver's License of the appropriate class. Franchisee shall verify that driver(s) must possess the appropriate documentation.

The City reserves the right to approve in advance the form and content of any agreement to be used between Franchisee and its licensed sub-carriers. Franchisee shall verify documentation authorizing driver(s) to work in the United States of America; it will be the responsibility of the firm to verify eligibility.

**B. TRAINING** - Franchisee shall maintain throughout the Agreement term a program for training its drivers pursuant to a training manual developed by Franchisee. Franchisee shall require all of its drivers to attend the training program, and any other drivers subsequently utilized by Franchisee during the term of the franchise. City Rules and Regulations, vehicle operation, vehicle safety procedures, knowledge of traffic laws, passenger assistance and customer service, effective communication skills, and knowledge of Franchisee's authorized service area and passenger fares.

**C. IDENTIFICATION** - Franchisee is responsible for placing a placard identification card inside each vehicle with the following specifications: driver(s) picture identification (from every driver of said cab), drivers first and last name, taxi cab number, company name and logo, company address and phone number. Placard must be placed in a conspicuous place visible to the passenger area.

**D. UNIFORMS** - Each driver shall wear a uniform which projects a professional appearance and clearly identifies the wearer as an employee of Franchisee.

**E. ENGLISH SPEAKING PERSONNEL** - Personnel hired or contracted by the Franchisee who have dealings directly with the public they are serving, such as drivers and dispatchers, shall be proficient in the English language and be able to communicate effectively with the public.

**F. BACKGROUND** - The Franchisee, at its expense, shall have each driver fingerprinted and a background investigation performed. No person convicted of a felony or required to register as a sex offender may operate a vehicle under this Agreement.

**G. DRUG/ALCOHOL TESTING** - Franchisee shall have a drug testing program in place for all personnel (employee and contract). No franchisee shall employ any person as a driver who has been convicted for driving under the influence of a controlled substance, including alcohol. Upon request, Franchisee shall provide a copy



of current company policy and results of the testing shall be made available to the City.

### **3.4 Service Standards**

A. **CONDUCT** - Franchisee and its drivers, coordinators, and other personnel shall, in the performance of all duties pursuant to this Agreement, conduct themselves with the highest degree of courtesy and service. The Franchisee shall be directly and solely responsible for the conduct of its drivers, coordinators, or other personnel utilized under authority of this Agreement.

B. **DISCOUNTED RATES** - Franchisee shall provide a 10% discount for disabled passengers and senior citizen (age 62 and better) passengers for rides within the Manhattan Beach city limits.

C. **ROUTING** - Franchisee shall, at all times, utilize the most cost effective routing of trips when transporting passengers, unless otherwise instructed by the passengers.

D. **RESPONSE TO COMPLAINTS** - Franchisee shall be required to log and resolve all written and oral complaints received from the public or City in a timely manner. Franchisee shall respond in writing to complaints received and shall report to City the results of any investigation or actions taken.

### **3.5 Representative of Franchisee**

Franchisee shall at all times retain one qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep City informed in writing of the identity of each such person.

### **3.6 Change in Ownership**

Should the ownership of Franchisee substantially change during the term of this Agreement, Franchisee shall be obligated to notify the City within 10 days of the effective date of any such change. City shall have 10 days from receipt of such notice to terminate this Agreement at its sole discretion. Failure by Franchisee to provide said notice shall be considered a material breach of this Agreement. For purposes of this Agreement, a change in ownership shall be deemed to have occurred when a controlling interest in Franchisee has been transferred to any party not having a controlling interest on the date this Agreement was executed by City.

4. **Compensation**. Franchisee shall compensate City as follows:

2015 40 x \$923 per cab = \$36,920,00 per year

Subsequent annual franchise payments will be adjusted by the Consumer Price

Index as published by the U.S. Department of Labor as follows:

**Series Id:** CUURA421SA0  
**Not Seasonally Adjusted**  
**Area:** Los Angeles-Riverside-Orange County, CA  
**Item:** All items  
**Base Period:** 1982-84=100

The adjustment will be based on the change in the index for the prior twelve month period from September to September or \$25, whichever is greater. The City shall notify the Franchisee of the change and the net adjustment to the annual per cab fee, which will be payable by January 1<sup>st</sup> for the following year. Using September 2014 as an example, the adjustment would be calculated as follows:

September 2013 CPI	239.611
September 2014 CPI	243.623
Index Change	4.012
Percentage Change	1.7%
Dollar Change	\$15.27 per cab (equal to \$898 x 1.7%)
Minimum Increase	\$25.00
New Rate	\$923.00 per cab

All late payments are subject to a 10 percent penalty during the first 10 days of the contract period, increased to 15 percent during days 11 through 20, and 20 percent for days 21 through 30. Non-payment of franchise fees is grounds for immediate termination of the Agreement.

## 5. Insurance Requirements.

5.1 Commencement of Franchise. Franchisee shall not commence its exercise of rights under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, Franchisee must have and maintain in place all of the insurance coverages required in this Section. Franchisee's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Franchisee shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences any services on behalf of Franchisee relevant to this Agreement.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-VII unless otherwise approved by City.

**5.2 Coverages, Limits and Policy Requirements.**

Franchisee shall maintain the types of coverages and limits indicated below:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE** - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than \$2,000,000.00 per occurrence. City, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The Insurer shall agree to provide the City with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. An endorsement form acceptable to the City's Risk Manager shall be executed by the applicable insurance underwriters.

**B. COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City. The limit for bodily injury and property damage liability shall be no less than \$1,000,000 per accident. City, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. An endorsement form acceptable to the City's Risk Manager shall be executed by the applicable insurance underwriters.

**C. WORKERS' COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall contain or be endorsed to include a waiver of subrogation in favor of City.

**5.3 Additional Requirements.** The procuring of such required policies of insurance shall not be construed to limit Franchisee's liability hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Franchisee in writing of changes in the insurance requirements. If

Franchisee does not deposit copies of acceptable insurance policies with City incorporating such changes within 60 days of receipt of such notice, Franchisee shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City and its officials, employees and agents (with additional premium, if any, to be paid by Franchisee); or Franchisee shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

5.4 Verification of Compliance. Franchisee shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than 15 days prior to the expiration date of any policy of insurance required by this Agreement, Franchisee shall deliver to City a binder or certificates of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City.

6. Non-Liability of Officials and Employees of the City. No official or employee of City shall be personally liable for any default or liability under this Agreement.

7. Non-Discrimination. Franchisee covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, sexual orientation, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

8. Independent Contractor. Franchisee is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Franchisee or any of Franchisee's employees, except as herein set forth. Franchisee shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

9. Compliance with Law. Franchisee shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

10. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

A. Address of Franchisee is as follows:

**United Independent Taxi Drivers, Inc.  
900 N Alvarado St  
Los Angeles, CA.90026**

B. Address of City is as follows:

**Finance Director,  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266**

(With a copy to):

**City Attorney  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266**

11. **Limitations Upon Assignment.** Neither this Agreement nor any portion shall be assigned by Franchisee without prior written consent of City. Any attempt by Franchisee to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

12. **Personnel.** Franchisee represents that it has, or shall secure at its own expense, all personnel required to perform under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

13. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

14. **Indemnification.** Franchisee shall defend, indemnify, and hold harmless City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Franchisee, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the gross negligence, sole negligence, or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the Parties. Franchisee shall defend City, with counsel of City's choice, at Franchisee's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Franchisee shall

reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Franchisee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Franchisee or City. All duties of Franchisee under this Section shall survive termination of this Agreement.

15. **California Law.** Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

16. **Interpretation.** Agreement shall be interpreted as though prepared by both parties.

17. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

18. **Entire Agreement; Modification.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

19. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover all attorneys' fees and court costs incurred in connection with the action from the opposing party.

[Signatures begin next page]







**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor Powell and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Tony Olmos, Director of Public Works  
Juan Price, Maintenance Superintendent

**SUBJECT:**

Approve License Agreement (Pole Use Agreement) Between Southern California Edison and the City of Manhattan Beach (Public Works Director Olmos).

**APPROVE**

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**RECOMMENDATION:**

Staff recommends that the City Council approve a License Agreement (Pole Use Agreement) between Southern California Edison and the City of Manhattan Beach.

**FISCAL IMPLICATIONS:**

None.

**BACKGROUND:**

Southern California Edison (SCE) owns and maintains numerous street lighting poles throughout the City of Manhattan Beach. SCE has allowed the attachment of traffic signs, American flags, directional signs and decorative banners for many years, with stipulations. Stipulations include maximum allowable square footage of attached signage to prevent excessive wind loading and require that permitted attachments be non-electrified.

The City benefits by this arrangement by saving on cost to purchase and install additional sign poles. Aside from cost savings, less sign poles results in a neat and conforming streetscape. SCE formally allows third parties to install items on their poles via a Pole Use Agreement.

**DISCUSSION:**

For many years, the City has been attaching signs, flags, and banners on SCE street light poles with SCE's concurrence. However, it only recently came to staff's attention that neither City nor SCE has a copy of a fully executed Pole Use Agreement. In order to

maintain administrative compliance and consistency of installation, a formal Pole Use Agreement is required.

The attached agreement is standard and has been fully reviewed by the City's legal team without comment. All current sign, banner, and flag installations meet the specifications contained within the agreement. There are no changes to current mounting methods or any additional costs associated with adoption of the Pole Use Agreement.

**CONCLUSION:**

Staff recommends that the City Council enter into the License Agreement (Pole Use Agreement) between SCE and the City of Manhattan Beach.

Attachment:

1. SCE License Agreement (Pole Use Agreement)

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, (hereinafter called "Company") and the City of Manhattan Beach, a political subdivision of the State of California, (hereinafter called "City").

WHEREAS, City has jurisdiction of certain streets and highways and has the right to regulate the use of such highways.

WHEREAS, Company has installed Company-owned composite, concrete, and steel Street light poles ("Poles") at various locations within said City at the request of City.

WHEREAS, City desires a license to place non-electrified traffic regulating signs, American flags, and Neighborhood Watch signs, banners and related appurtenances on said Poles.

WHEREAS, Company shall permit City to install non-electrified traffic regulating signs, American flags, Neighborhood Watch signs, banners and related appurtenances on said Poles under this License Agreement.

NOW THEREFORE, in consideration of the mutual understandings and obligations of the parties as hereinafter set forth, Company and City hereby agree as follows:

1. Company hereby, subject to the terms and conditions provided in this License Agreement, licenses and permits City or City's authorized agent to install, maintain, use, repair, renew, and remove non-electrified traffic regulating signs, American flags, Neighborhood Watch signs and other city – sponsored event banners and related appurtenances (collectively referred to as "Attachments") on the Poles in accordance with the following:

- A. Attachment shall be secured by means of stainless steel straps.
- B. No holes shall be punched, drilled, or burned in any Poles
- C. All Attachments shall be mounted so as to provide adequate clearance from traffic, pedestrians, and from all electrical facilities, and secured to Poles to avoid dislodging.
- D. The total surface area of all Attachments on any one Pole shall not exceed 18 square feet at any one time.
- E. Banners for use on poles in high wind areas (90 mph) must be mounted with break-away, or bend-away banner supports.
- F. No Attachment shall be suspended between Poles or between Poles and structures.
- G. No Attachment shall be installed on any wooden Poles.
- H. No Corporate Trademarks, Logos or other corporate identifiers shall be allowed on the City sponsored banners.

2. Except as otherwise herein provided, the use by City of such Pole as herein provided for shall be without charge. City and/or City's agent shall not derive any revenues in connection with the license issued hereby that exceeds the direct expenses incurred in generating such revenues. City and/or City's agent shall maintain complete and accurate records in accordance with generally accepted methods of accounting for all transactions involving payment from a third-party for placement of an Attachment for three (3) years after the corresponding payment. Company shall have access to such records, upon reasonable notice, for the purposes of audit during normal business hours, for so long as such records are required to be maintained.

3. The Attachments shall be installed and maintained by City, or City's authorized agent, in a safe and workman-like manner in compliance with all applicable laws, rules, regulations, ordinances, including but not limited to General Order No. 95 of the Public Utilities Commission of the State of California.

4. Should Company, in its sole and absolute discretion, determine that it is necessary to relocate or replace a Pole on which a City-owned Attachment is in place, City or City's agent shall, upon reasonable notice from Company promptly relocate, replace or transfer said Attachment to a substitute Pole, if any, as required at City's sole cost and expense.

5. City shall indemnify and hold harmless Company against all losses, expenses, claims, actions, causes of action, damages, costs or liabilities, directly or proximately resulting from or caused by the installation, placement, use, presence, operation, maintenance, and/or removal of said Attachments on any Poles, as herein provided. The termination of this License agreement shall not relieve City of any liabilities which occurred prior thereto or which are occurring at that time. This paragraph shall not be construed to impose liability on either the Company or the City, in favor of any third party, unless such liability would have existed in the absence of this paragraph.

6. The failure of Company to enforce any provision of this License Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provisions; however, the same shall nevertheless remain in full force and effect.

7. This License Agreement shall continue in effect for a term of one (1) year from the date hereof and from year to year thereafter, unless terminated sooner. This License Agreement may be terminated by either party hereto by written notice given not less than sixty (60) days prior to the intended termination. In the event of such termination, City shall remove all of said Attachments from the Poles prior to the termination of this License Agreement.

8. This License Agreement shall not be assignable by City.

IN WITNESS WHEREOF, City and Company have executed this License Agreement by and through their respective officers thereunto authorized as of the day and year first herein above written.

**CUSTOMER:**

CITY COUNCIL OF THE  
CITY OF MANHATTAN BEACH  
ACTING FOR AND ON BEHALF  
OF THE CITY OF MANHATTAN BEACH

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

**COMPANY:**

SOUTHERN CALIFORNIA EDISON  
COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor Howorth and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk

**SUBJECT:**

Minutes:

This item contains action minutes of City Council meetings which are presented for approval. Staff recommends that the City Council, by motion, take action to approve the action minutes of the:

a) City Council Adjourned Regular Meeting-Closed Session of December 2, 2014

**APPROVE**

b) City Council Regular Meeting of December 2, 2014

**CONTINUED TO A FUTURE MEETING**

(City Clerk Tamura).

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**RECOMMENDATION:**

Staff recommends that the City Council, by motion, take action to approve the City Council Adjourned Regular Meeting - Closed Session Minutes of December 2, 2014.

Please note that the minutes for the December 2, 2014, Regular City Council Meeting is being continued to a future meeting due to City Council's request to provide detailed minutes regarding the Manhattan Village Mall Enhancement Project. Staff anticipates the approval of the December 2, 2014, minutes to be agendaized on the January 20, 2015, City Council Agenda.

**Attachment:**

1. City Council Adjourned Regular Meeting-Closed Session Minutes of December 2, 2014





# City of Manhattan Beach

1400 Highland Avenue  
Manhattan Beach, CA 90266



## Meeting Minutes - Draft

Tuesday, December 2, 2014

5:00 PM

Adjourned Regular Meeting - Closed Session

City Council Chambers

## City Council Meeting

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

**A. CALL MEETING TO ORDER**

*The Closed Session Meeting of December 2, 2014, was called to order at 5:07 PM.*

**B. PLEDGE TO THE FLAG**

*Mayor Powell led the Pledge to the Flag.*

**C. ROLL CALL**

**Present** 5 - Mayor Wayne Powell, Mayor Pro Tem Mark Burton, Councilmember Tony D'Errico, Councilmember David J. Lesser, and Councilmember Amy Howorth

**D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING**

*City Clerk Tamura confirmed the meeting was properly posted.*

**E. PUBLIC COMMENTS**

*None.*

**F. ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

*At 5:08 PM, City Attorney Barrow read into the record the following Closed Session Items:*

**1. CONFERENCE REGARDING REAL PROPERTY NEGOTIATIONS:**

**Government Code Section 54956.8**

**Property: APN: 4168-017-027; Lot 32 of Tract No. 28918, Manhattan Beach**

**Agency negotiator: City Manager**

**Negotiating parties: Pelton Company, LLC**

**Under negotiation: price and terms of payment**

**2. CONFERENCE WITH LEGAL COUNSEL (ANTICIPATED LITIGATION)**

**Government Code Section 54956.9 (d)(2)**

**A point has been reached where, in the opinion of the City Council on the advice of its City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation against the City.**

**Number of Potential Cases: 1**

**G. RECESS INTO CLOSED SESSION**

*The City Council recessed into Closed Session at 5:09 PM.*

**H. RECONVENE INTO OPEN SESSION**

*The City Council reconvened into Open Session at 5:59 PM.*

**I. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION**

*The City Attorney announced there was no reportable action taken.*

**J. ADJOURNMENT**

*At 6:00 PM, Mayor Powell adjourned the December 2, 2014, Adjourned Regular Meeting - Closed Session to the December 2, 2014, Regular City Council Meeting in City Council Chambers, in said city.*

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**Quinn Barrow**  
**Recording Secretary**

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**Wanye Powell**  
**Mayor**

**ATTEST:**

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**Liza Tamura**  
**City Clerk**



**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor Powell and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Marisa Lundstedt, Community Development Director  
Laurie Jester, Planning Manager  
Angelica Ochoa, Associate Planner

**SUBJECT:**

Status Report on Historic Preservation Ordinance and Mills Act (Community Development Director Lundstedt).

**RECEIVE**

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**RECOMMENDATION:**

Staff recommends that the City Council receive this status update on the Historic Preservation Ordinance and the Mills Act.

**FISCAL IMPLICATIONS:**

On October 7, 2014, the Council approved a \$50,000 contract for a historic preservation consultant to assist staff with establishing the historic preservation process. Expanding the City's historic preservation program will require additional staff time and resources, as well as additional, on-going services of a historic preservation consultant. Depending on the number of properties that are considered for designation, staff estimates that administration of the program may require one half-time Planner plus support staff, which is estimated to cost up to \$60,000 annually. The estimated implementation costs may potentially be lower if the numbers of properties considered are minimal. Any additional fiscal implications will be identified at the time a draft ordinance is presented.

**BACKGROUND:**

On June 17, 2014, staff provided the City Council with a report on the Mills Act. At that time, the City Council directed staff to research the feasibility of implementing a Mills Act Program to provide tax incentives to property owners to preserve, maintain, and rehabilitate historic properties in the City. On October 7, 2014, staff returned with a presentation on the Mills Act Pilot Program, a draft Resolution to adopt a Mills Act Pilot Program, information on Historic Preservation and the Landmark Designation process, and information on retaining the

services of a historical preservation consultant to assist staff.

After discussion, the City Council approved the Mills Act Pilot Program and directed staff to: discuss the fiscal implications of the Mills Act with affected stakeholders; enter into a contract with a Historic Preservation Consultant to assist staff in drafting a Historic Preservation Ordinance; and return to Council in 60 days. The City Council also requested that staff coordinate with the Manhattan Beach Cultural Heritage Conservancy (MBCHC) and the Los Angeles Conservancy.

**DISCUSSION:**

Over the past two months, staff has worked with local community stakeholders, as well as reviewed several examples of model ordinances as a basis for the City's historic preservation program. A draft framework of the ordinance has been attached as a starting point to the ordinance process. Additional time is necessary to further refine the ordinance language, coordinate with stakeholders and incorporate additional input from the Historic Preservation Consultant.

Based on Council's direction noted above, provided below is a status update on staff's progress over the course of the last 60 days:

***Fiscal implications of the Mills Act with affected stakeholders***

Staff met with a variety of stakeholders that were identified as potentially being impacted by the Mills Act Pilot Program and the potential reduction in property taxes. Staff met and consulted with the Manhattan Beach Unified School District, the Beach Cities Health District and the Los Angeles County Assessor's office. Overall, all agencies agreed that the reduction of revenue will be minimal or non-existent from the Mills Act Program. They agreed that the City agency relationship was important to maintain; the financial impacts were minimal and therefore they were in support of the Mills Act Program.

***Historic Preservation Consultant***

Per the City Council's direction, staff requested proposals from four different historical consultants. Staff received one proposal from SWCA Environmental Consultants located in Pasadena, CA. The firm has extensive experience in historic preservation and was highly recommended. Staff is working with this consultant, finalizing the contract, and has issued an authorization to proceed. The consultant has received the rough draft Historic Preservation framework prepared by staff, with stakeholder input, and they will be instrumental in providing their input and expertise on the draft ordinance, prior to review by the City Council, and then the Planning Commission.

***Historic Preservation Regulations***

Staff met with the Los Angeles Conservancy and the Manhattan Beach Cultural Heritage Conservancy to discuss the Historic Preservation Ordinance. The Los Angeles Conservancy provided a model ordinance, which other cities have drawn from to develop their local ordinances. The staff has reviewed the model ordinance and other ordinances, and has developed a rough draft Historic Preservation framework and will work closely with the consultant and the City Attorney to draft an ordinance. The draft ordinance will incorporate portions of the model ordinance, as well as other City's ordinances, tailoring it to fit the structure of the Manhattan Beach Municipal Code, as well as the needs of the community.

Some of the issues that staff may consider for further discussion could include for example, identifying who may initiate the landmark designation process, regulating demolition of potential historic landmarks, and determining the appropriate Commission to act as the Historic Preservation Commission.

***Milestones and Future Steps***

Staff anticipates returning with a draft Ordinance and an update on the issues stated above to the City Council in February 2015. If the City Council provides direction on the issues and on moving forward with the preparation of the Historic Preservation Ordinance, staff will start the code amendment process through the Planning Commission public hearing process. Staff will work with SWCA, the Historical Preservation Consultant in the next month and include their comments in the February City Council staff report. Staff expects to finalize Zoning Code Amendments through the Planning Commission in Spring or Summer 2015 and bring the final Historical Preservation Ordinance for adoption in Summer or Fall of 2015 to the City Council.

Attachment:

1. Rough draft Historic Preservation Framework

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## Chapter 10.86 HISTORIC PRESERVATION

### 10.86.010 Purpose.

It is the intent and purpose of the Manhattan Beach City Council in passing this Chapter to:

A. Safeguard the City's heritage by encouraging the recognition and protection of landmarks representing significant elements of the City's history and culture;

B. Foster civic and neighborhood pride and a sense of identity based on appreciation of the City's past;

C. Strengthen the economy of the City by identifying and recognizing historical and cultural landmarks which may be of interest to both residents and visitors.

### 10.86.020 Definitions.

The following terms when used in this Chapter shall have the meaning set forth in this Section, unless a different meaning clearly appears from the context:

"Alteration" means any act or process that modifies a historic landmark or contributing resource that either: (1) requires a building or other permit and changes one or more of the features of a landscape or structure including, without limitation, the erection, construction, reconstruction, or relocation of any structure or any part of a structure; or (2) significantly changes any feature of a landscape or exterior of a structure that relates to its status as a historic landmark or contributing resource, regardless of whether such act or process requires a building or other permit.

"Commission" means the City of Manhattan Beach Historic Preservation Commission.

"Community Development Director" or "Director" means the Community Development Director of the City of Manhattan Beach or his or her designee.

"Contributing resource" means any site, sign, structure, building, landscape, object, area, place, or feature within a historic district or conservation district that is either a separately designated historic landmark or designated as a resource that contributes to the district's historic, cultural, or architectural significance.

"Demolition" means any act or process that destroys, in whole or in part, a building, structure, or site or permanently impairs its structural integrity.

"Historic landmark" means any structure, any site, sign, building, landscape, object, area, place, or feature designated as a historic landmark pursuant to this Chapter.



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“Inventory of historic resources” means the inventory adopted by the Commission of potentially historic sites, structures, buildings, landscapes, areas, and places in the City.

“Ordinary maintenance and repair” means any work for the purpose and effect of which is to correct any deterioration of, or damage to, an improvement or natural feature or any part thereof and to restore the same to its condition prior to the occurrence of such deterioration or damage.

“Manhattan Beach Cultural Heritage Conservancy” or “Conservancy” shall mean a group comprised of voluntary members of the community that assist in increasing public awareness and community appreciation of Manhattan Beach history.

“Register of historic resources” means the inventory adopted by the Commission of historic landmarks, points of historic interest, and conservation districts designated pursuant to this Chapter.

“Rehabilitation” means the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural significance.

“Restoration” means the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period, which may include the limited and sensitive upgrade of mechanical, electrical, and plumbing systems and other code-required work to make the property functional and safe.

“Secretary’s Standards” means the Standards for the Treatment of Historic Properties adopted by the United States Secretary of the Interior, and all guidelines adopted for the implementation of the same.

“State Historical Building Code” means California Health & Safety Code, Section 18950 *et seq.* and the California Historical Building Code, codified at Part 8, Title 24 of the California Code of Regulations, as either of these may be amended from time to time.

## **10.86.030 Historic Preservation Commission.**

A. There is hereby created the Historic Preservation Commission of the City of Manhattan Beach. The Planning Commission shall act as the Historic Preservation Commission and shall be vested with all functions, rights, powers, and duties of the Historic Preservation Commission.

B. Powers and Duties: The Commission shall have the following powers and duties in addition to any other duties specified in this Chapter:

# DRAFT

1. Administer the provisions of this Chapter.
2. Advise the Council in all matters pertaining to historical preservation.
3. Maintain a current register of designated historic resources for public use and information.
4. Maintain a current inventory of potentially historic resources for public use and information.
5. Recommend the designation of historical resources, as hereinafter provided by this Chapter.
6. Review and hold public meetings on applications for Certificates of Appropriateness, as hereinafter provided.
7. Review and comment on the decisions and documents, including but not limited to environmental assessments, Environmental Impact Reports, and Environmental Impact Statements, prepared by other public agencies when such decisions or documents might affect designated or potential historical resources within the City.
8. Participate in, promote, and conduct public informational, educational, and interpretive programs pertaining to historical resources.
9. Recommend and encourage the protection, enhancement, appreciation, and use of structures of historical, cultural, architectural, community or aesthetic value that have not been designated as historical resources but are deserving of recognition.
10. Perform any other functions that may be designated by resolution or action of the Council.

C. Secretary: The Community Development Director shall act as Secretary to the Commission and shall be custodian of its records, conduct official correspondence, and generally coordinate the clerical and technical work of the Commission in administering this Chapter.

## **10.86.040 Designation of Historic Landmarks**

A. Automatic Designation. Any property within the City that is listed in the National Register of Historic Places or the California Register of Historic Resources is automatically designated as a historic landmark for purposes of this Chapter.

B. Prior Designations. Any historic landmark previously designated as a culturally significant landmark, a historic landmark, by the City on or before the effective date of this Chapter shall not automatically be designated a historic landmark for

# DRAFT

purposes of this Chapter, but shall require review to determine if the designation is consistent with the provisions of this chapter.

C. New Designations. The Council may designate any structure, property, or properties as a historic landmark, or contributing resource subject to the criteria and procedures set forth in this Chapter.

D. Amendment or Rescission. The Council may amend or rescind the designation of any historic landmark, historic district, or conservation district for purposes of this Chapter, subject to the same procedures required for their designation, including without limitation meeting and recommendation of the Commission.

## **10.86.040 Designation Criteria for Historic Landmarks.**

A. The Council may designate a property as a historic landmark if it meets the requirements of both paragraphs B and C of this Section.

B. Historic landmarks must meet at least one of the following criteria:

1. It is or was once associated with events that made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.

2. It is or was once associated with persons important to local, California, or national history.

3. It embodies the distinctive characteristics of a type, period, or method of construction.

4. It represents the work of a master, possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction.

5. It has yielded or has the potential to yield information important to the prehistory or history of the local area, California, or the nation.

In addition, historic landmarks must also meet the following criteria:

6. It is 45 years old at the time of consideration for designation.

C. Historic landmarks must retain integrity from their period of significance with respect to its location, design, setting, materials, workmanship, feeling, association, or any combination of these factors. A proposed landmark need not retain all such original aspects, but must retain sufficient integrity to convey its historic, cultural, or architectural significance. Neither the deferred maintenance of a proposed landmark nor its dilapidated condition shall, on its own, be equated with a loss of integrity. Integrity shall be judged with reference to the particular characteristics that support the property's eligibility.

# DRAFT

## **10.86.050 Designation Criteria for Historic Districts.**

A. The Council may designate a property or collection of properties as a historic district if the proposed district meets the requirements of both paragraphs B and C of this paragraph Section.

B. A historic district must meet at least one of the following criteria:

1. It has an identifiable, clear, and distinct boundary that possesses a significant concentration of structures sharing common historical, visual, aesthetical, cultural, archaeological, or architectural plan or physical development; or

2. It demonstrates character, interest, or value as part of the development, heritage, or cultural characteristics of the community, state, or country; or

3. It is the site of a significant local, state, or national event; or

4. It is associated with the lives of persons important to local, state, or national history; or

5. It is identifiable as the work of a master builder, designer, architect, artist, or landscape architect whose individual work has influenced the development of the community, county, state, or country.

C. Historic districts must retain integrity from their period of significance with respect to their location, design, setting, materials, workmanship, feeling, and association. Not all properties or structures in a proposed district need to retain all such original aspects, but a substantial number of such properties and structures must retain sufficient integrity to convey the historic, cultural, or architectural significance of the district. Neither deferred maintenance within a proposed district nor the dilapidated condition of its constituent buildings and landscapes shall, on its own, be equated with a loss of integrity. Integrity shall be judged with reference to the particular characteristics that support the district's eligibility.

## **10.86.060 Owner Consent.**

Owner consent is not required for a structure or property to be designated as a point of historic interest, historic landmark, or a contributing resource to a historic district. However, a structure or property cannot be designated as either a historic landmark or a contributing resource over the owner's objection, unless the Council makes all of the following findings:

D. The structure or property possesses exceptional architectural, historical, aesthetic, or cultural qualities;

E. Designation will preserve or protect the exceptional qualities of the structure or property.

# DRAFT

A. **Designation Procedures – Historic Landmarks** Application. The City Council, Historic Preservation Commission, the Manhattan Beach Cultural Heritage Conservancy, or the owners of the subject property or their authorized agents, may apply for a historic landmark or point of historic interest designation. In the event the Council or Commission initiates the application, the Community Development Director shall complete the required application. All applications shall be made on a form prescribed by the Community Development Director and shall include the following data:

1. The assessor's parcel number and legal description of the site;
2. A description of the historic landmark or point of historic interest, including the current condition and its special aesthetic, cultural, architectural, or engineering interest, or value of a historic nature;
3. Sketches, drawings, photographs, or other descriptive material;
4. The signature of the property owner(s) or their authorized agents.
5. Such other information as requested by the Community Development Director.

B. Except as necessary to correct an unsafe or dangerous condition pursuant to Section 10.86.140, it shall be unlawful for any person to carry out or cause to be carried out any activity requiring a Certificate of Appropriateness on a proposed historical landmark for which an application has been filed until the Council has taken final action denying the application.

C. **Survey.** Within 90 days after the date a designation application is deemed complete, the Community Development Director shall prepare, or cause to be prepared, a survey to document all potentially historic features of the subject property and prepare a report to the Commission. Such survey may be conducted by a qualified historic preservation consultant.

D. **Commission Review and Recommendation.** The Commission shall conduct a hearing on the application. After the close of the hearing, the Commission shall adopt a resolution recommending to the Council the approval, conditional approval, or denial of the application.

E. **Council Determination.** After receiving the Commission's recommendation, the Council shall conduct a hearing on the application. The Council shall adopt a resolution approving, conditionally approving, or denying the application. If the Council has not taken action on the application within 180 days of the Commission's recommendation, then the application shall be deemed denied.

F. The Community Development Director shall forward a copy of the resolution approving the designation of a historic landmark or point of historic interest to

# DRAFT

any department or agency that the Community Development Director deems appropriate.

G. Upon designation by the Council, the Community Development Director shall record the location, characteristics, and significance of the historic landmark or point of historic interest on a California Department of Parks and Recreation Historic Resources Inventory Form 523, or current equivalent form, and include therewith a description of the particular features that are to be preserved and the legal description of the historic resource.

H. A designated historic landmark or point of historic interest may be identified by an approved city marker, but such a marker is not required.

## **10.86.070 Designation Procedures – Historic Districts**

A. Procedures for the application and designation of historic districts shall be the same as those applicable to historic landmarks and points of historic interest except as modified by this Section.

B. Applications: In addition to all other information and materials required by Section A(A), all applications for designation of historic districts shall include the following:

1. A petition in support of the application that is signed by at least 51 percent of the owners of the properties within the proposed district. For purposes of the petition requirement, each parcel must have the signatures of all of the owners of that property but only one signature shall be counted per parcel for the purpose of calculating the 51 percent required.

2. A depiction of the district that includes a clear and distinct description of its boundaries and a report describing all contributing and non-contributing resources within the district.

3. A proposed conservation plan to regulate the manner in which the preservation objectives of the district will be attained.

C. Except as necessary to correct an unsafe or dangerous condition pursuant to Section 10.86.140, it shall be unlawful for any person to carry out or cause to be carried out any activity requiring a Certificate of Appropriateness for any property within the boundaries of a proposed historic when an application for designation is pending.

D. Whenever the Council designates a historic district, it shall also adopt: (1) a written description and clear depiction of the district boundaries; (2) a detailed report that identifies and describes the contributing resources for the district; and (3) a conservation plan to regulate the manner in which the preservation objectives of the district will be attained.

# DRAFT

## 10.86.080 Maintenance of Historic Landmarks and Contributing Resources.

A. The owner, occupant, or other person having legal custody and control of a historic landmark or contributing resource shall keep in good repair all exterior portions thereof, all hereof regulated by the applicable designation statement or adopted conservation plan, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

B. The owner, occupant or other person having legal custody and control of a historic landmark or contributing resource shall promptly repair such building or structure consistent with all other applicable local, state, and federal laws, if it is found to have any of the following defects:

1. Building elements in danger of falling and injuring persons or property.
2. Deteriorated or inadequate foundation.
3. Defective or deteriorated flooring.
4. Walls, partitions, or other vertical supports that split, lean, list, buckle, or are otherwise failing due to defective material or deterioration.
5. Ceilings, roofs, ceiling, roof supports, or other horizontal members that sag, split, buckle, or are otherwise failing due to defective materials or deterioration.
6. Fireplaces or chimneys that list, bulge, settle, or are otherwise failing due to defective material or deterioration.
7. Deteriorated, crumbling or loose exterior plaster.
8. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors; including but not limited to broken windows or doors.
9. Defective or insufficient weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other protective covering.
10. Any fault, defect, or deterioration in the building that renders it structurally unsafe or insufficiently watertight.

C. A Certificate of Appropriateness shall not be issued for the demolition of an historic landmark or a contributing resource because of the failure of the owner to comply with the provisions of this Section.

# DRAFT

## **10.86.090 Certificates of Appropriateness – Requirement.**

A. No person shall carry out or cause to be carried out any alteration, restoration, rehabilitation, construction, removal, relocation, or demolition of any historic landmark or contributing resource unless the City has first issued a Certificate of Appropriateness in accordance with the requirements of this Chapter.

B. Exceptions. A Certificate of Appropriateness shall not be required for any of the following actions.

1. Ordinary maintenance or repair of any exterior architectural feature that does not involve a change in design, material, or external appearance of a historic landmark or contributing resource.

2. Alterations previously identified in an adopted conservation plan for a historic district and designated in such conservation plan for review through the plan check process and approved accordingly.

3. Alterations that comply with the State Historical Building Code.

4. Alterations or actions for which a Certificate of Economic Hardship has been approved.

## **10.86.100 Certificate of Appropriateness – Procedures.**

A. Application. An application for a Certificate of Appropriateness shall be filed with the Community Development Department upon the prescribed form and shall contain the following data:

1. A description of the proposed work and an explanation of how it is compatible with the historical nature of the resource.

2. Plans describing the size, height, and appearance of the proposed work.

3. A site plan showing all existing buildings and structures and the relationship of the proposed work to the surrounding environment.

4. Relationship to the existing scale, massing, architectural style, site and streetscape, landscaping and signage, for new construction in historic districts.

5. If the application is for demolition, an explanation why the demolition is necessary and an economic feasibility report.

6. Other information deemed necessary by the Director.



# DRAFT

B. Commission Review. The Commission shall conduct a hearing on the application, after which it shall adopt a resolution approving, conditionally approving, or denying the application.

C. Community Development Director Review. Notwithstanding the previous paragraph, the Community Development Director shall approve, conditionally approve, or deny any application for a Certificate of Appropriateness for any of the following types of alterations:

1. Repair or replacement of deteriorated materials with applications or materials of the same kind, type, and texture already in use for roofs, windows, siding material, chimneys and fireplaces, accessory structures, or fencing.

2. Addition or deletion of awnings, shutters, canopies, and similar incidental appurtenances that do not alter the integrity of the historic landmark or contributing resource.

3. Minor additions of square footage, as determined by the Director of Community Development, where such additions are not visible from the public right-of-way or do not impact the historical significance of the property.

D. Upon approval, copies of the Certificate of Appropriateness shall be forwarded to the applicant, the Building Official, the Community Development Director, and any other department or agency that requests one.

E. No Certificate of Appropriateness shall become effective until the time to appeal its approval has expired.

## **10.86.110 Certificate of Appropriateness – Findings.**

A. Standard Findings. A Certificate of Appropriateness shall be approved if the Commission or Director, as appropriate, make all of the following findings:

1. The project will not cause a substantial adverse change in the significance of an historic resource within the meaning of the California Environmental Quality Act.

2. The project is consistent with the purposes of this Chapter.

3. The project is consistent with the Secretary's Standards.

B. Additional Findings for Demolitions: In the case of a Certificate of Appropriateness to allow demolition of part or all of a historic landmark or contributing resource, all of the following additional findings must be made.

1. All efforts to restore, rehabilitate, or relocate the resource have been exhausted.

# DRAFT

2. Restoration or rehabilitation would require extensive alterations that would render the resource unworthy of preservation.

3. Failure to demolish the resource would adversely affect or detract from the character of the neighborhood.

C. Unsafe or Dangerous Conditions. Notwithstanding any other provision of this Section, an application for a Certificate of Appropriateness may be approved if the Commission finds the project is necessary to correct an unsafe or dangerous condition on the subject property that was not caused by a failure to maintain the property as required by this Chapter.

## **10.86.120 Certificate of Economic Hardship.**

A. The Commission may issue a Certificate of Economic Hardship to allow alteration or demolition of a historic landmark or contributing resource where denial of a Certificate of Appropriateness would create an undue hardship upon the owner.

B. Applications. An application for a Certificate of Economic Hardship shall be made on the proscribed form and shall be accompanied by all of the following information if requested by the Community Development Director:

1. The estimated market value of the property in its current condition.
2. The estimated market value of the property after completion of the proposed alteration or demolition.
3. Estimates of the costs of proposed alteration or demolition.
4. In the case of demolition, the estimated market value of the property after renovation of the existing property for continued use and an estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional with experience in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.
5. A rehabilitation report from a licensed engineer or architect with expertise in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.
6. For income-producing properties, information on annual gross income, operating and maintenance expenses, tax deductions for depreciation, and annual cash flow after debt service, current property value appraisals, assessed property valuations, and real estate taxes.
7. Remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two years.

# DRAFT

8. All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing, or ownership of the property.

9. The amount paid for the property if purchased within the previous 36 months, the date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.

10. Any listing of the property for sale, rent, prices asked, and offers received, if any within the previous two years.

11. Any other information the Community Development Director may reasonably require to determine whether or not the property may yield a reasonable return to the owners.

C. The Commission shall hold a hearing on all applications for a Certificate of Economic Hardship; after which it may approve, conditionally approve, or deny the application. Such hearing may be held concurrently with any related application for a Certificate of Appropriateness.

D. The Commission shall approve any Certificate of Economic Hardship if it can make all of the following findings:

1. Denial of the application would decrease the value of the subject property so as to leave no substantial value.

2. Sale or rental of the property is not financially feasible, when looking at the cost of holding such property for uses permitted in this zone.

3. Adaptive reuse of the property for lawful purposes is prohibited or impractical.

4. Denial of the application would damage the owner of the property unreasonably in comparison to the benefit conferred on the community.

E. Upon approval, copies of the Certificate of Economic Hardship shall be forwarded to the applicant, the Building Official, the Community Development Director, and any other department or agency that requests one.

F. No Certificate of Economic Hardship shall become effective until the time to appeal its approval has expired.

## **10.86.130 Mitigation/Conditions of Approval.**

Whenever any decision under this Chapter by the Council, Commission, or Community Development Director to approve an application has the potential to diminish or destroy the historic, cultural, or architectural value of a historic landmark or

# DRAFT

contributing resource, the Commission or Community Development Director may impose conditions to mitigate the loss of a historic landmark or contributing resource. Such conditions may include, but not be limited to the following:

A. Documentation of the historic features of the property including, but not limited to, site plans, floor plans, elevations, detailed drawings of character defining features, photographic records of the exterior, interior, and any character defining features, title deed of the original owners, any historical information of person and events associated with the site.

B. Requiring salvage, relocation, donation, or adaptive reuse of significant items or features within or on the property.

## **10.86.140 Unsafe or Dangerous Conditions.**

A. None of the provisions of this Chapter shall be construed to prevent any construction, alteration, removal, demolition or relocation of a historic landmark or contributing resource necessary to correct the unsafe or dangerous conditions of any structure, or feature, or part thereof, where the Building Official, with a report from a registered Engineer or other qualified professional has declared such condition unsafe or dangerous and the proposed construction, alteration, removal, demolition or relocation necessary to correct the unsafe or dangerous condition. Only such work as is necessary to correct the unsafe or dangerous condition may be performed pursuant to this Section.

B. The Building Official shall inform the Commission prior to authorizing any work pursuant to this Section unless he or she determines that such work is immediately necessary to correct the unsafe or dangerous condition; in which case, the Building Official shall report his or her actions to the Commission at its next regular meeting.

C. If work authorized by the Building Official pursuant to his Section is not immediately necessary to correct the unsafe or dangerous condition, the Commission may advise the Building Official of the historic significance of the building and recommend a reasonable period of postponement for the purpose of arranging for rehabilitation, relocation, or salvage of the historic resource or contributing resource. Notwithstanding the foregoing, if no arrangements have been made for rehabilitation, relocation, or salvage within 60 days of an order to abate a nuisance, the Building Official may proceed with the abatement action.

## **10.86.150 Environmental Review.**

If any action required or taken pursuant to this Chapter is subject to the provisions of the California Environmental Quality Act, the time in which such action must be taken shall be extended in order to allow time to comply with said Act, provided, however, that such action is taken within the time limits imposed by the Permit Streamlining Act.

# DRAFT

## **10.86.160 Appeals.**

The owner of the property being considered for designation as a historic landmark or contributing resource, or his or her agent, may appeal any decision by the Director, Commission, or Community Development Director under this Chapter pursuant to the limitations and procedures in Chapter 10.100 of the Municipal Code. Appeals must be filed within 10 calendar days of the date of the decision. All appeals brought under this section shall be accompanied by a filing fee established by the Council. This Section shall not apply to decisions by the Community Development Director whether to initiate a historic landmark designation application in accordance with Section XXXX.B, above.

## **10.86.170 Preservation Incentives.**

To encourage owners to designate, maintain, preserve, rehabilitate, and improve historic landmarks and contributing resources, the City provides the incentives set forth in this Section.

A. Mills Act Contracts. Pursuant to and consistent with California Government Code, Section 50280, the Council may enter into Mills Act contracts with the owner of a historic landmark for the purpose of preservation, rehabilitation, and maintenance of designated historic resources, which shall allow the owner to receive a reduction in property taxes in exchange for a commitment to specific repair, restoration, or rehabilitation improvements and satisfactory maintenance of the property. The agreement shall include, but not be limited to, the contract provisions required under state law, and shall extend for a minimum period of 10 years, renewed annually, until and unless a notice of non-renewal or cancellation is filed. The application process, review procedures, and required contract provisions for Mills Act Agreements shall be established at the sole discretion of the Council based on the recommendations of the Commission in a form to be approved by the City Attorney. The program shall be implemented by the Community Development Director or his designee.

B. Public Recognition: The Commission may establish a program to publicly recognize historic resources, points of historic interest, historic districts, and conservation districts with plaques, signage, and other appropriate forms of recognition.

C. State Historical Building Code: Any alteration made for preservation, rehabilitation, restoration or relocation of historic resources may be made according to the requirements of the State Historical Building Code.

## **10.86.180 Permit Application Filing Fees.**

Before accepting for filing any application described in this Chapter, the Community Development Director shall charge and collect such administrative fees as may be set by resolution of the Council.



**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Mark Leyman, Director of Parks and Recreation  
Eve R. Irvine, Chief of Police  
Tim Hageman, Captain  
Andrew Harrod, Police Lieutenant  
Jessica Vincent, Recreation Manager

**SUBJECT:**

Report on the 2014 International Surf Festival's Charlie Saikley Six-Man Beach Volleyball Tournament and Recommendation to Hold the 2015 Tournament on Thursday, July 30 and Friday, July 31, 2015 (Parks and Recreation Director Leyman).

**APPROVE**

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**RECOMMENDATION:**

Staff recommends that the City Council accept the report on the 2014 International Surf Festival's Charlie Saikley Six-Man Beach Volleyball Tournament and approve holding the 2015 Tournament on Thursday, July 30 and Friday, July 31, 2015.

**FISCAL IMPLICATIONS:**

The fiscal implication for the 2015 International Surf Festival's (ISF) Charlie Saikley Six-Man event is estimated to be a net loss of up to \$48,000. Total operational cost is estimated at \$92,799 and the total estimated revenue is \$45,000.

**BACKGROUND:**

During the November 19, 2013 meeting, City Council approved the Charlie Saikley Six-Man Beach Volleyball Tournament to be held on Wednesday, July 30 and Thursday, July 31, 2014, and directed staff to report back to City Council with a recap of the event and discuss the possibility of changing the event days to Thursday/Friday.

In 2012, City Council approved changes to the event to address quality of life problems that occurred in previous years (large crowds, public intoxication, and destruction of private property). These changes included holding the tournament mid-week (Wednesday and

Thursday) and enacting a Short-Term Vacation Rental Ordinance (No. 2160) during the week of the tournament. The changes, coupled with strict enforcement of no alcohol at the beach and a ban on amplified sound permits, were successful in achieving a safe and orderly, community-oriented, and family-friendly event in 2012, 2013 and 2014.

The 2014 Six-Man Beach Volleyball Tournament was similar in size and scope to the 2013 event, with no large parties or intoxicated crowds. Attendance this year for both the spectators and number of players was similar to last year. The Police Department estimated the spectator crowd at 3,000-5,000 combined for both days of competition (less than the estimated beach crowd on a typical summer weekend). There were no reports of property damage, trespassing, public intoxication, or public urination as in years past. Staff believes that the continued mid-week event dates, as well as the implementation of the short term rental ordinance, were two of the reasons that the event was so successful in curtailing the problems.

However, team entries have continued to decrease over the years, from 66 in 2012 to 50 teams in 2013 to 47 teams in 2014. In 2013, staff hoped to increase participation by reducing the registration fees from \$1,000 to \$650 for non-sponsored teams. In the end, players still struggled to take two days off of work and pay the \$650 entry fee. There were also a number of teams that merged two teams into one, and many of the teams which had 20 players in the past, ended up with approximately 10-12 players per team.

Staff (Police Department, Contemporary Services Corporation private security, Fire Department, and Parks and Recreation) monitored the beach area and the downtown area throughout the event and into the evening. Police personnel had a presence in the downtown and beach areas, with several officers walking the downtown area and contacting the businesses, checking in, and addressing issues or problems.

Arrests attributed to the Charlie Saikley Six-Man were down from 39 in 2011 and four (4) in 2012 to two (2) in 2013 (both of which were related to public intoxication) to zero (0) in 2014.

#### **DISCUSSION:**

Upon completion of the event, staff evaluated the tournament and gathered feedback from various stakeholders, including the Downtown Manhattan Beach Business & Professional Association (DMBBPA), residents, and the volleyball community regarding the event.

On October 16, 2014 staff conducted a meeting with key stakeholders. Feedback from residents living in the Downtown area has been positive. Residents are happy with the reduction in crowds, lack of public intoxication and house parties; however, are concerned with the lack of teams participating in the event. Residents suggested moving the event to a Thursday/Friday to increase team participation; however, encourage police presence to ensure a safe, fun and balanced event.

Players from the volleyball community also had positive feedback about the event. Although they enjoyed the event, the players had significant concerns over the weekday tournament dates and the ability to continue the event with enough teams/players. Most players preferred a Thursday/Friday event date or a Sunday/Monday event, suggesting that this



would increase the ability of more teams to play. Staff also contacted players within the volleyball community and players who participated in the 2014 Six Man Tournament.

Staff attended the DMBBPA monthly board meeting on September 11, 2014 to gather their input. Feedback from the downtown businesses was both positive and negative. The positive feedback included: no reported incidents, stores did not have to close down early, and the focus was on the volleyball event, not on a drunken party. The negative feedback included: disappointment regarding the number of teams participating in the event and the possibility the event may be canceled due to the decrease in interest from teams. The board recommended a Sunday/Monday event, however, supports a Thursday/Friday event. They commented that business is slowest Sundays and Mondays and due to the lack of parking during the event, the boutique retail shops business decreases and the restaurant owners commented that business is slowest on Sunday and Monday evenings; therefore, a Sunday/Monday event would boost sales.

Below is a summary of staff considerations based on the feedback from the various stakeholders.

**Option #1 (Recommended): Change the Days of the Event to Thursday/Friday**

Staff recommends changing the dates to Thursday, July 30 and Friday, July 31 for the 2015 tournament with a Junior Tournament the previous weekend. Staff will develop a marketing plan using social media to ensure the tournament focus is on volleyball with a family friendly environment.

Staff anticipates an increase in team participation and an increase in spectator attendance due to the near-weekend dates. Due to the anticipated large spectator crowds, these event dates will require an increase in both Police and Fire personnel throughout the event, and an increase in evening deployment to ensure order and safety are maintained throughout the community. Staff estimates the additional public safety costs for a Thursday/Friday event to be up to an additional \$18,000 above the 2014 costs. The increase in costs is due to potential overtime costs for additional police personnel during the event and throughout the weekend, and an additional committed rescue team scheduled Thursday and Friday nights.

**OPTION #2: Change the Days of the Event to Sunday/Monday**

Staff considered the Sunday/Monday option, which was the preferred option by the DMBBPA. Although Sunday/Monday is typically thought of as a slow day, staff anticipates a significant increase in spectators and beachgoers on Sunday and parties to increase on Saturday night in preparation for the event. In addition, the International Surf Festival Pier-to-Pier swim and sand castle contest are held at the base of the Manhattan Beach Pier Sunday. Costs for the event would increase significantly, as public safety costs would increase (approaching 2011 costs) and Public Works costs would increase as the event would need to be set up on Friday and Saturday.

**OPTION #3: Continue the Wednesday/Thursday Event Dates**

This year's event was again successful in eliminating the problems of past years and maintaining quality of life for residents; however, there was a significant decrease in teams registering and the majority of teams were provided as prizes for CBVA (California Beach Volleyball Association) winners through Beachsport sponsorships. Staff is concerned that

continuing the event on a Wednesday/Thursday may result in canceling the tournament due to the lack of teams and failure to fill the various divisions.

### **Event Financial Information**

#### 2014 Finances

The fiscal impact for the 2014 ISF Six-Man event was a net loss of \$32,970. The total operational costs were \$70,420 and the total revenue for the event was \$37,450. Team registrations were down from 2013, generating \$7,450 in 2014. Beachsport, the International Surf Festival's contract fundraising agency, provided a sponsorship of \$30,000, which included the sponsorship of 20 local teams, purchased a \$10,000 insurance policy (\$2,000,000 in coverage), provided the sound system and set up for the event, and made a number of in-kind contributions (i.e. pallets of water, granola bars, etc.). In the end, costs for the 2014 event were slightly less than the 2013 event, based upon a reduction in security and police personnel, a reduction to one lane of bicycle fencing around the perimeter and a smaller event footprint. Staffing costs were reduced through prudent management and early release of staff, as feasible. In addition, due to Police Department buybacks associated with the 3/12.5 patrol staffing schedule, police personnel costs were reduced. Final costs are detailed in Attachment 1.

#### 2015 Finances for a Thursday/Friday Event

Staff estimates a net loss of up to \$48,000 for the 2015 event. Staff will continue prudent management of staffing costs and reach out to volleyball players through the California Beach Volleyball Association at an attempt to increase registrations. In addition, Beachsport has committed to provide \$30,000 to help offset event costs.

### **CONCLUSION:**

Staff recommends that the City Council accept the report on the 2014 International Surf Festival's Charlie Saikley Six-Man Beach Volleyball Tournament and approve holding the 2015 Tournament on Thursday, July 30 and Friday, July 31, 2015.

Attachment:

1. 2014 6-Man Financials

**Charlie Saikley 6-Man Event Financials**

<b>Staffing</b>	<b>2012 Final</b>	<b>2013 Final</b>	<b>2014 Final</b>	<b>2015 Estimate</b>
Police department staff	\$27,630	\$16,051	\$10,909	\$24,799
CSC private security	\$25,511	\$28,198	\$20,909	\$25,000
Fire department	\$3,841	\$4,484	\$7,229	\$8,000
P&R Contractors	\$5,500	\$5,500	\$4,500	\$5,500
Volleyball officials	\$7,970	\$6,965	\$6,780	\$8,000
Public works staffing (with contractors)	\$6,725	\$8,998	\$8,761	\$9,000
<b>Operations</b>				
ISF shirts, medals and tournament supplies	\$4,033	\$5,187	\$2,832	\$4,000
Bicycle fencing and porta-potties	\$12,097	\$12,000	\$5,100	\$5,100
4X4 trucks and gators	\$3,644	\$3,905	\$3,400	\$3,400
<b>Total Cost</b>	<b>\$96,951</b>	<b>\$91,288</b>	<b>\$70,420</b>	<b>\$92,799</b>
<b>Total Revenue (team registrations)</b>	<b>(66 teams) \$48,861</b>	<b>(50 teams) \$11,050</b>	<b>(47 Teams) \$7,450</b>	<b>(60 Teams) \$15,000</b>
<b>Cash from Beachsport</b>	<b>\$50,000</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$30,000</b>
<b>Total Net (loss)</b>	<b>\$1,910</b>	<b>(\$50,238)</b>	<b>(\$32,970)</b>	<b>(\$47,799)</b>



**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor Powell and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk

**SUBJECT:**

Request by City Council to Discuss and Provide Direction Regarding The City of Hermosa Beach's Measure O which proposes the adoption of an ordinance that would grant The City of Hermosa Beach's approval to E&B Natural Resources Management Corporation's oil and gas drilling and production project at the City of Hermosa Beach's maintenance yard at 555 Sixth Street (Please note attachments have been revised on December 11, 2014).

**DISCUSS AND PROVIDE DIRECTION**

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**RECOMMENDATION:**

Staff recommends that City Council discuss and provide direction.

**BACKGROUND:**

At the Tuesday, December 6, 2014, City Council Meeting, the City Council requested that the City of Hermosa Beach's Measure O be agendaized for City Council discussion.

**Attachments:**

1. City of Manhattan Beach Resolution of Opposition to the Hermosa Beach Oil Project

**A Resolution of the City Council of the City of Manhattan Beach, California,  
Opposition to Oil Drilling in Hermosa Beach**

WHEREAS, the energy company E&B Natural Resources seeks to erect an 87-foot drilling rig and up to 34 oil/gas and wastewater injection wells on a 1.3-acre plot six blocks from the beach, hoping to extract up to 8,000 barrels of oil a day from underneath the seafloor under a 34-year lease<sup>i</sup>; and

WHEREAS, the voters of Hermosa will decide through a special election on March 3, 2015<sup>ii</sup> whether to repeal the existing oil drilling moratorium in the city; and

WHEREAS, the proposed oil drilling project would be precedent-setting with the potential to undermine the many environmental improvements that residents, environmental groups, municipalities, and many others have advanced over the past few decades throughout Los Angeles County<sup>iii</sup>; and

WHEREAS, oil drilling in Hermosa Beach poses significant risk to the entire Santa Monica Bay's health and vibrancy if an accident occurs, with the final, certified Environmental Impact Report identifying nine significant and unavoidable impacts to aesthetics, air quality, biology, hydrology, land use, noise, recreation, safety, and risk of upset (e.g. spills and explosions)<sup>iv</sup>; and

WHEREAS, the California Coastal Sanctuary Act bars all new oil and gas leases in submerged tidal lands within State Waters<sup>v</sup>; and

WHEREAS, there are no current oil drilling operations in or under the Santa Monica Bay<sup>vi</sup>; and

WHEREAS, the state and local community have made significant investments to protect and enhance marine and coastal habitats in the Bay - such as the designation of Santa Monica Bay as a National Estuary; establishing marine protected areas in Malibu, Palos Verdes and Catalina Island; restoring Malibu Lagoon; restoring kelp forests in Santa Monica Bay; and the planned restoration of Ballona Wetlands - and an oil spill would directly undermine these restorative investments<sup>vii</sup>; and

WHEREAS, the health of the Pacific Ocean is directly tied to the City of Manhattan Beach's economy, public health, and environment, with California's direct ocean economy generating \$39.1 billion of the state's GDP annually<sup>viii</sup>; and

WHEREAS, there is a significant chance of an oil spill anywhere along the pipeline associated with the proposed project, and spills and ruptures could be caused by a variety of factors including geologic hazards, mechanical failure, structural failure, corrosion, or human error during operation<sup>ix</sup>; and

WHEREAS, the rocky reef, deep canyon, and cobble and sand habitats, and beaches throughout the Santa Monica Bay are home to sensitive and protected marine life, including blue whales, juvenile white sharks, yelloweye rockfish, least terns, brown pelicans, and abalone<sup>x</sup>; and

WHEREAS, oil spills have the potential to significantly impact marine life and habitats in the Santa Monica Bay and throughout the Southern California Bight, in part because they can spread rapidly over

great distances, and can be difficult to detect and cleanup, such as was seen with a relatively small oil spill from Chevron's oil marine terminal in El Segundo reaching from the South Bay to Malibu Lagoon<sup>xi</sup>; and

WHEREAS, an oil spill in the Santa Monica Bay would be disastrous to the marine environment with significant and unavoidable impacts to residents and visitors who live near and recreate on Los Angeles County beaches, our local economy and tourism, water quality, and the health of marine life<sup>xii</sup>; and

WHEREAS, history and experience tell us that the long-term impacts of oil spills are felt decades later through significant, adverse effects on native species and habitats and degradation of wildlife and habitats from the spill, cleanup, and remediation activities<sup>xiii</sup>;

WHEREAS, the West Basin service area depends heavily upon the West Coast Groundwater Basin for its potable water supply and the proposed oil drilling project would waste valuable water resources during an extreme drought in California, intending to use 375+ acre-feet, or 122,194,285.875 gallons of West Basin supplied recycled water per year during drilling of the production and injection wells<sup>xiv</sup>; and

WHEREAS, the City of Manhattan Beach endorses a balanced approach to managing, sustaining, and protecting natural resources, including open space, water quality, and ocean health; and

Now, therefore, be it resolved that the City of Manhattan Beach is opposed to oil drilling in Hermosa Beach.

Passed and adopted this \_\_\_ day of \_\_\_\_, 2014.

- <sup>i</sup> Environmental Impact Report for the Proposed E&B Drilling and Oil Production Project, Certified July 2014, Section 2.0 Project Description, <http://www.hermosabch.org/index.aspx?page=755>
- <sup>ii</sup> *Hermosa Beach Sets Vote to March 3 on E&B Natural Resources Oil Drilling Project*, Daily Breeze (July 23, 2014), <http://www.dailybreeze.com/business/20140723/hermosa-beach-vote-set-march-3-on-eb-natural-resources-oil-drilling-project>
- <sup>iii</sup> U.S. Env'tl. Prot. Agency, National Estuary Program Coastal Condition Report at 376(Jun. 2007), [http://water.epa.gov/type/oceb/nep/upload/2007\\_05\\_09\\_oceans\\_nepccr\\_pdf\\_nepccr\\_nepccr\\_west\\_partg.pdf](http://water.epa.gov/type/oceb/nep/upload/2007_05_09_oceans_nepccr_pdf_nepccr_nepccr_west_partg.pdf); see also *Long History of Protecting the Santa Monica Bay*, Bay Found., <http://www.santamonicabay.org/about-us/history/>; see also *California Marine Protected Areas (MPAs)*, Cal. Dep't of Fish & Wildlife, <http://www.dfg.ca.gov/marine/mpa/>; see also *Santa Monica Bay Kelp Project* <http://www.santamonicabay.org/InTheOcean/KelpProject.html>
- <sup>iv</sup> Environmental Impact Report for the Proposed E&B Drilling and Oil Production Project, Certified July 2014, <http://www.hermosabch.org/index.aspx?page=755>
- <sup>v</sup> Assemb. Comm. on Natural Res., Bill Analysis of AB 2444, 72d Sess. (Cal. 1994); Carl Ingram, *Offshore Oil Drilling Ban OKd by Senate*, L.A. Times (Aug. 28, 1994), [http://articles.latimes.com/1994-08-28/news/mn-32266\\_1\\_offshore-oil-drilling](http://articles.latimes.com/1994-08-28/news/mn-32266_1_offshore-oil-drilling); Cynthia Craft, *Ban on New Offshore Oil Drilling Signed*, L.A. Times (Sept. 29, 1994), [http://articles.latimes.com/1994-09-29/news/mn-44385\\_1\\_offshore-oil-drilling](http://articles.latimes.com/1994-09-29/news/mn-44385_1_offshore-oil-drilling)
- <sup>vi</sup> *Governor opposes any new offshore oil drilling*, Malibu Times (April 13, 2005) [http://www.malibutimes.com/news/article\\_b75a153e-5db6-5d94-8f5d-1721b2682219.html](http://www.malibutimes.com/news/article_b75a153e-5db6-5d94-8f5d-1721b2682219.html); see also Assemb. Comm. on Natural Res., Bill Analysis of AB 2444, 72d Sess. (Cal. 1994); Carl Ingram, *Offshore Oil Drilling Ban OKd by Senate*, L.A. Times (Aug. 28, 1994), [http://articles.latimes.com/1994-08-28/news/mn-32266\\_1\\_offshore-oil-drilling](http://articles.latimes.com/1994-08-28/news/mn-32266_1_offshore-oil-drilling); Cynthia Craft, *Ban on New Offshore Oil Drilling Signed*, L.A. Times (Sept. 29, 1994), [http://articles.latimes.com/1994-09-29/news/mn-44385\\_1\\_offshore-oil-drilling](http://articles.latimes.com/1994-09-29/news/mn-44385_1_offshore-oil-drilling)
- <sup>vii</sup> U.S. Env'tl. Prot. Agency, National Estuary Program Coastal Condition Report at 376(Jun. 2007), [http://water.epa.gov/type/oceb/nep/upload/2007\\_05\\_09\\_oceans\\_nepccr\\_pdf\\_nepccr\\_nepccr\\_west\\_partg.pdf](http://water.epa.gov/type/oceb/nep/upload/2007_05_09_oceans_nepccr_pdf_nepccr_nepccr_west_partg.pdf); see also *Long History of Protecting the Santa Monica Bay*, Bay Found., <http://www.santamonicabay.org/about-us/history/>; see also *California Marine Protected Areas (MPAs)*, Cal. Dep't of Fish & Wildlife, <http://www.dfg.ca.gov/marine/mpa/>; see also *Santa Monica Bay Kelp Project* <http://www.santamonicabay.org/InTheOcean/KelpProject.html>
- <sup>viii</sup> State of the U.S. Ocean and Coastal Economies 2014: Coastal and Ocean Economic Summaries of the Coastal States, National Ocean Economics Program and Center for the Blue Economy at the Monterey Institute of International Studies March 2014
- <sup>ix</sup> Environmental Impact Report for the Proposed E&B Drilling and Oil Production Project, Certified July 2014, , Section 4.0 Environmental Impact Analysis, <http://www.hermosabch.org/index.aspx?page=755>
- <sup>x</sup> See California Department of Fish and Wildlife MPA Literature <https://www.dfg.ca.gov/marine/mpa/science1.asp>; see also Los Angeles Audubon <http://losangelesaudubon.org/>; see also California Grunion <http://grunion.pepperdine.edu/>; see also Southern California Bight Regional Monitoring <http://www.sccwrp.org/researchareas/RegionalMonitoring/BightRegionalMonitoring.aspx>; see also NOAA Office of Protected Resources <http://www.nmfs.noaa.gov/pr/health/publications.htm>; see also Ocean Conservation Cetacean Ecology in Santa Monica Bay [http://www.oceanconservation.org/research/publications\\_pdf/cetacean\\_ecology\\_in\\_smb.pdf](http://www.oceanconservation.org/research/publications_pdf/cetacean_ecology_in_smb.pdf); see also Santa Monica Bay Restoration Commission State of the Bay Report [http://www.smbrc.ca.gov/docs/sotb\\_report.pdf](http://www.smbrc.ca.gov/docs/sotb_report.pdf)
- <sup>xi</sup> NOAA Office of Response and Restoration <http://response.restoration.noaa.gov>
- <sup>xii</sup> Environmental Impact Report for the Proposed E&B Drilling and Oil Production Project, Certified July 2014, Section 4.0 Environmental Impacts Analysis <http://www.hermosabch.org/index.aspx?page=755>
- <sup>xiii</sup> *Oil Plagues Sound 20 Years after Exxon Valdez*, MSNBC (March 24, 2009): [http://www.nbcnews.com/id/29838444/ns/us\\_news-environment/t/oil-plagues-sound-years-after-exxon-valdez/#.VFFNojTF-bM](http://www.nbcnews.com/id/29838444/ns/us_news-environment/t/oil-plagues-sound-years-after-exxon-valdez/#.VFFNojTF-bM); see also *Ten years later, echoes of Bouchard oil spill still felt*, SouthCoast Today (April 21, 2013): <http://www.southcoasttoday.com/article/20130421/News/304210344#sthash.m1RAWWAe.dpuf>; see also *Four Years Later, Marine Life Still Feeling Significant Impacts From Deepwater Horizon Oil Spill* RedOrbit (April 18, 2014): <http://www.redorbit.com/news/science/1113124753/deepwater-horizon-oil-spill-impact-marine-life-gulf-bp-041814/#4ixiMeEFJEMC1h4P.99>
- <sup>xiv</sup> Environmental Impact Report for the Proposed E&B Drilling and Oil Production Project, Certified July 2014 <http://www.hermosabch.org/index.aspx?page=755>; see also *West Basin Will Serve letters*



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**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor Powell and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk

**SUBJECT:**

Request by Mayor Pro Tem Burton to Discuss the Blue Strand Benches.

**DISCUSS AND PROVIDE DIRECTION**

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**RECOMMENDATION:**

Council discussion on the Blue Strand Benches.

**FISCAL IMPLICATIONS:**

There are no fiscal implications associated with this action.

**BACKGROUND:**

At the City Council meeting on November 5, 2014, Mayor Pro Tem Burton requested that this item be agendaized for discussion.

**Attachments:**

1. Blue Strand Bench Photos













**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Bruce Moe, Finance Director

**SUBJECT:**

Financial Reports:

- a) Schedule of Demands: November 20, 2014
- b) Investment Portfolio for the Month Ending October 31, 2014
- c) Financial Reports for the Month Ending October 31, 2014  
(Finance Director Moe).

**RECEIVE AND FILE**

---

**RECOMMENDATION:**

Staff recommends that the City Council ratify the attached schedules of demands, and receive and file these reports.

**FISCAL IMPLICATIONS:**

The financial reports included herein are designed to communicate fiscal activity based upon adopted and approved budget appropriations. No further action of a fiscal nature is requested as part of this report.

The total value of the warrant register for November 20, 2014 is \$3,330,552.13.

**BACKGROUND:**

Finance staff prepares a variety of financial reports for City Council and Finance Subcommittee. A brief discussion of the enclosed reports follows.

**DISCUSSION:**

Ratification of Demands:

Every two weeks staff prepares a comprehensive listing of all disbursements (warrant and payroll registers) with staff certification that the expenditure transactions listed have been reviewed and are within budgeted appropriations.

Investment Portfolio:

Detailed Investment reports are provided to the Finance Subcommittee with summary reporting to City Council. The month end portfolio includes a certification by the Finance Director that all investments comply with established Investment Policies (or with Finance Subcommittee approved exceptions) and there is sufficient liquidity to support projected expenditures.

Financial Reports:

This package includes summary level financial reports for the month ending October 31, 2014. These reports mark the fourth month of the 2014-2015 fiscal year and reflect the annual budget adopted by City Council.

These reports provide monthly and year-to-date activity for all funds and departments presenting a snapshot of budget performance. A report highlighting the performance of key revenue sources is also included.

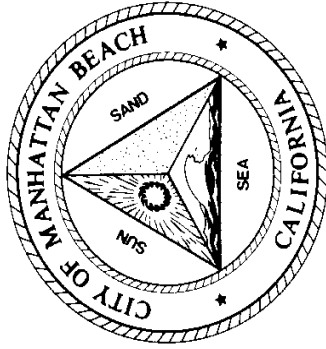
**CONCLUSION:**

Staff recommends that the City Council ratify the attached schedules of demands, and receive and file these reports.

Attachments:

1. Schedule of Demands for November 20, 2014
2. Investment Portfolio for the Month Ending October 31, 2014
3. Financial Reports for the Month Ending October 31, 2014

# City of Manhattan Beach





## Schedule of Demands November 20, 2014

**CITY OF MANHATTAN BEACH**  
WARRANT REGISTER

WARRANT(S) WR 11B  
DATED: 11/20/2014

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$3,330,552.13 HAVE BEEN REVIEWED AND THAT SAID CLAIMS OR DEMANDS ARE ACCURATE, ARE IN CONFORMANCE WITH THE ADOPTED BUDGET, AND THAT THE FUNDS ARE AVAILABLE THEREOF.

  
\_\_\_\_\_  
FINANCE DIRECTOR

  
\_\_\_\_\_  
CITY MANAGER

THIS 16TH DAY OF DECEMBER

WARRANT REGISTER(S)	WR 11B	WARRANT(S)	11B	2,268,338.63
		PREPAID WIRES / MANUAL CKS	11B	261,926.62
		<b>SUBTOTAL WARRANTS</b>		<u>2,530,265.25</u>
		VOIDS	11B	(270.06)
		PAYROLL	PE 11/14/2014	800,556.94
		<b>TOTAL WARRANTS</b>		<u><u><u>3,330,552.13</u></u></u>

**CITY OF MANHATTAN BEACH  
WARRANT REGISTER**

**wr 11b**

**WARRANT BATCH NUMBER:**

December 16, 2014  
City Council Meeting

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
112414	11/24/2014	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	261,926.62
<b>SUBTOTAL</b>					<b>261,926.62</b>
516675	11/20/2014	N	ADMINISTRATIVE SERVICES COOP	DIAL A RIDE SUPPLEMENTAL CAB SERVICE	1,571.85
516676	11/20/2014	N	ADMINSURE INC	CLAIMS ADMINISTRATION	10,273.15
516677	11/20/2014	N	AIR SOURCE INDUSTRIES INC	PARAMEDIC EQUIPMENT	171.30
516678	11/20/2014	N	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES	12,556.32
516679	11/20/2014	N	RITA LOUISE ANACKER	CERAMICS/DRAWING INSTRUCTOR	1,242.60
516680	11/20/2014	N	J L ANGELETTI	STREET SWEEPING REIMBURSEMENT	267.79
516681	11/20/2014	N	ANTHONY'S READY MIX	CONCRETE	1,252.92
516682	11/20/2014	N	KAREN ARGUELLES	REIMBURSEMENT-TRAVEL EXPENSE	65.31
516683	11/20/2014	N	ART TO GROW ON	YOUTH ART INSTRUCTOR	2,438.80
516684	11/20/2014	N	HISAKO ASANO GOULD	ART INSTRUCTOR	908.60
516685	11/20/2014	N	AT&T MOBILITY	CELLULAR CHARGES	2,068.84
516686	11/20/2014	N	DEBRA BARNES	STREET SWEEPING REIMBURSEMENT	175.26
516687	11/20/2014	N	KELLY BENJAMIN	REIMBURSEMENT-TRAVEL EXPENSE	376.00
516688	11/20/2014	N	BLOCK CONSULTING ACTUARIES INC	ACTUARIAL ANALYSIS OF CITY RETIREME	1,375.00
516689	11/20/2014	N	BODY & MIND COE DYNAMICS INC	FITNESS INSTRUCTOR	196.00
516690	11/20/2014	N	JACKIE BROWN	METER COIN REFUND	2.50
516691	11/20/2014	N	PHYLLIS BRUNELLE	PARKS & RECREATION REFUND	33.00
516692	11/20/2014	N	THOMAS BUNN	CITATION REFUND	48.00
516693	11/20/2014	N	BURLINGTON SAFETY LABS	EQUIPMENT TESTING	427.50
516694	11/20/2014	N	C3 PROPERTIES	UB OVERPAYMENT REFUND	101.53
516695	11/20/2014	N	CA SDU	WITHHOLDING	503.00

**CITY OF MANHATTAN BEACH  
WARRANT REGISTER**

wr 11b

WARRANT BATCH NUMBER:

December 16, 2014

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516696	11/20/2014	N	CA TEAMSTERS LOCAL 911	DUES (MISC): PAYMENT	6,239.00
516697	11/20/2014	N	CA WATER SERVICE COMPANY	WATER SERVICE	183.64
516698	11/20/2014	N	JOE CHARLES	FITNESS INSTRUCTOR	940.00
516699	11/20/2014	N	MAI WAI CHOW	STREET SWEEPING REIMBURSEMENT	171.57
516700	11/20/2014	N	CITY OF MANHATTAN BEACH	PETTY CASH REPLENISHMENT	532.26
516701	11/20/2014	N	CITYGATE ASSOCIATES LLC	PREPARATION SERVICES	3,692.41
516702	11/20/2014	N	DAWN CLARE	CITATION REFUND	48.00
516703	11/20/2014	N	JOHN OR HEATHER CLAUSING	CITATION REFUND	48.00
516704	11/20/2014	N	CLE ELECTRIC INC	ON-CALL ELECTRICIAN	13,390.00
516705	11/20/2014	N	CLEANS TREET	LANDSCAPE SERVICE EXTRAS	27,717.48
516706	11/20/2014	N	DORENE G COLES	YOGA INSTRUCTOR	2,702.70
516707	11/20/2014	N	COMMLINE INC	RADIO	6,100.00
516708	11/20/2014	N	CONTROL AUTOMATION DESIGN INC	SCADA COMPUTER REPAIRS	2,160.00
516709	11/20/2014	N	COUNTY OF SAN BERNARDINO	REGISTRATION-BASIC CSI	495.00
516710	11/20/2014	N	R CRAIG CROTTY	ARBORIST SERVICES	687.50
516711	11/20/2014	N	MATT CUEVAS	REIMBURSEMENT-TRAVEL EXPENSE	59.01
516712	11/20/2014	N	DANCE N ASSOCIATION LLC	DANCE INSTRUCTOR	605.50
516713	11/20/2014	N	DARYL DAWSON	UB OVERPAYMENT REFUND	101.63
516714	11/20/2014	N	DCS TESTING & EQUIPMENT INC	FIRE EXTINGUISHER MAINTENANCE	120.00
516715	11/20/2014	N	DOUGLAS DECASTRO	BANNERS, DECALS, SIGNAGE	154.95
516716	11/20/2014	N	JON DONLEVY	STREET SWEEPING REIMBURSEMENT	141.50
516717	11/20/2014	N	LINDA DRAKE	UB OVERPAYMENT-5 MARIN CT	40.06

CITY OF MANHATTAN BEACH  
WARRANT REGISTER

WARRANT BATCH NUMBER:

wr 11b

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516718	11/20/2014	N	EILEEN EBERHART	CITATION REFUND	48.00
516719	11/20/2014	N	ERIC EBERHART	CITATION REFUND	48.00
516720	11/20/2014	N	ELLITE MANAGEMENT INC	PATIO FURNITURE	4,902.82
516721	11/20/2014	N	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	17,982.00
516722	11/20/2014	N	ERLA INC	GURNEY MAINTENANCE	832.34
516723	11/20/2014	N	EXPERIAN INFO SOLUTIONS INC	JOB APPLICANT CREDIT CHECKS	77.71
516724	11/20/2014	N	FERGUSON ENTERPRISES INC	WATER MAINTENANCE SUPPLIES	152.55
516725	11/20/2014	N	FIRE INFO SUPPORT SERVICES INC	FIRERMS SUPPORT & MAINTENANCE CON	2,075.00
516726	11/20/2014	N	JENNIFER FOGUS	CITATION REFUND	79.00
516727	11/20/2014	N	FRANCHISE TAX BOARD	CA SOURCE INCOME WITHHOLDING	203.00
516728	11/20/2014	N	FRANCHISE TAX BOARD	EARNINGS WITHHOLDING	400.00
516729	11/20/2014	N	J H FRISCH	STREET SWEEPING REIMBURSEMENT	115.14
516730	11/20/2014	N	GENERAL PUMP CO INC	PECK RESERVOIR BOOSTER #1	5,088.60
516731	11/20/2014	N	GEOSYNTEC CONSULTANTS INC	NPDES & TMDL CONSULTING SERVICES	4,396.72
516732	11/20/2014	N	ANNA GIANNOTIS LUNA	ACTING INSTRUCTOR	389.20
516733	11/20/2014	N	GIRLS ON THE RUN OF LA COUNTY	FITNESS INSTRUCTOR	2,925.00
516734	11/20/2014	N	GMZ ENGINEERING INC	SEPULVEDA & 2ND ST WATER MAIN-PP3	123,880.00
516735	11/20/2014	N	GOLDEN METERS SERVICE INC	INDEPENDENT METER TESTING	2,087.95
516736	11/20/2014	N	GOVERNMENT STAFFING SERVICES	TEMPORARY EMPLOYEE SERVICES	3,960.00
516737	11/20/2014	N	JOHN PAUL GURROLA	UNIFORMS/SAFETY EQUIPMENT	0.01
516738	11/20/2014	N	TIMOTHY HAGEMAN	REIMBURSEMENT-TRAVEL EXPENSE	190.00
516739	11/20/2014	N	HALCORE GROUP INC	RESCUE REPAIRS	186.83

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

wr 11b

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516740	11/20/2014	N	HDR ENGINEERING INC	SEPULVEDA BRIDGE WIDENING	120,897.26
516741	11/20/2014	N	DIANNE HEIDNER	METER COIN REFUND	2.50
516742	11/20/2014	N	HOME DEPOT CREDIT SERVICES	MISC SUPPLIES	467.34
516743	11/20/2014	N	HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE & REPAIR	945.24
516744	11/20/2014	N	ICMA RETIREMENT TRUST - 401	DEFERRED COMP 108075: PAYMENT	673.08
516745	11/20/2014	N	ICMA RETIREMENT TRUST - 401	DEFERRED COMP 109365: PAYMENT	2,830.90
516746	11/20/2014	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP AND LOAN REPAY 457	66,636.04
516747	11/20/2014	N	ICMA RETIREMENT TRUST 401	DEFERRED COMP 109766: PAYMENT	4,886.79
516748	11/20/2014	N	IMPRES TECHNOLOGY SOLNS INC	XEROX WORKCENTRE AND PHASER PRINT	2,769.26
516749	11/20/2014	N	IPS GROUP INC	PARKING METER REPLACEMENT PARTS &	80.00
516750	11/20/2014	N	J W POWERS CONSTRUCTION INC	UB OVERPAYMENT REFUND	106.65
516751	11/20/2014	N	JOAN STEIN JENKINS	PROSECUTION SERVICES	6,020.80
516752	11/20/2014	N	JPMORGAN CHASE BANK NATL ASSC	MONTHLY LEASE-SEWER TRUCK	16,488.30
516753	11/20/2014	N	KAESER AND BLAIR INC	BRING YOUR OWN CAMPAIGN SUPPLIES	2,441.33
516754	11/20/2014	N	JENNIFER KALLOK	EARNINGS WITHHOLDING	184.62
516755	11/20/2014	N	MORGAN ALEXANDRA KARI	ART INSTRUTOR	413.00
516756	11/20/2014	N	LESLIE KATZBERG	STREET SWEEPING REIMBURSEMENT	48.74
516757	11/20/2014	N	TARA KIM	CITATION REFUND	48.00
516758	11/20/2014	N	LINDA KING	STREET SWEEPING REIMBURSEMENT	143.44
516759	11/20/2014	N	LARRY KRIKORIAN	PARKS & RECREATION REFUND	74.00
516760	11/20/2014	N	KEITH KUGLEY	REIMBURSEMENT-TRAVEL EXPENSE	81.00
516761	11/20/2014	N	MARICHI KULA	STREET SWEEPING REIMBURSEMENT	141.74



**CITY OF MANHATTAN BEACH  
WARRANT REGISTER**

wr 11b

WARRANT BATCH NUMBER:

December 16, 2014

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516762	11/20/2014	N	L A COUNTY MTA	OCTOBER 2014 EZ PASS	378.00
516763	11/20/2014	N	L A COUNTY MTA	OCTOBER 2014 TAP	142.00
516764	11/20/2014	N	L A COUNTY SHERIFF'S OFFICE	EARNINGS WITHHOLDING	87.50
516765	11/20/2014	N	L A COUNTY TAX COLLECTOR	UAD LOAN PROGRAM/PROPERTY TAX	1,204.07
516766	11/20/2014	N	L A COUNTY TAX COLLECTOR	UAD LOAN PROGRAM/PROPERTY TAX	1,204.07
516767	11/20/2014	N	JENNIFER LAURENT	UB OVERPAYMENT REFUND	42.06
516768	11/20/2014	N	SUSAN LEAVITT	STREET SWEEPING REIMBURSEMENT	458.79
516769	11/20/2014	N	JACQUELINE LEON	LINE DANCING INSTRUCTOR	67.50
516770	11/20/2014	N	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	3,802.45
516771	11/20/2014	N	LOGIX SECURITY INC	SECURITY MONITORING	90.00
516772	11/20/2014	N	LYNN KLEINERS MUSIC RHAP INC	DANCE INSTRUCTOR	3,024.00
516773	11/20/2014	N	M B POLICE MGMT ASSC	DUES \$ (POL MGT ASSN): PAYMENT	280.00
516774	11/20/2014	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	5,786.76
516775	11/20/2014	N	MANERI SIGN CO INC	STREET NAME SIGNS	10,836.78
516776	11/20/2014	N	SONDRA MARCHESE	COMEDY IMPROV INSTRUCTOR	168.00
516777	11/20/2014	N	MICHAEL MARCOTTE	CITATION REFUND	79.00
516778	11/20/2014	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	11,164.57
516779	11/20/2014	N	MONICA OR BRIAN MARSHALL	STREET SWEEPING REIMBURSEMENT	145.58
516780	11/20/2014	N	MARTIN & CHAPMAN CO	ARCHIVAL PAPER	204.04
516781	11/20/2014	N	DAVID MATHISON	UB OVERPAYMENT REFUND	14.26
516782	11/20/2014	N	MATRIX CONSULTING GROUP LTD	COST ALLOCATION STUDY	4,800.00
516783	11/20/2014	N	MBPOA RETIREE	MD TRUST (MED TRUST): PAYMENT	2,625.00

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

wr 11b

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516784	11/20/2014	N	DAVID MCDONALD	REFUND FOR DOUBLE PAYMENT OF RENT,	7.00
516785	11/20/2014	N	MELAD AND ASSOCIATES INC	PLAN CHECK AND INSPECTION SERVICES	25,281.20
516786	11/20/2014	N	MELROY COMPANY INC	CORE DRILLING AND CONCRETE WORK	235.00
516787	11/20/2014	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE SERVICES EXTRAS	41,241.07
516788	11/20/2014	N	MUNICIPAL EMERGENCY SERVICES	THREE-YEAR TURNOUT CONTRACT	20,395.65
516789	11/20/2014	N	BRANDON MUZATKO	REIMBURSEMENT-TRAVEL EXPENSE	376.00
516790	11/20/2014	N	NET TRANSCRIPTS INC	TRANSCRIPTION SERVICES	5,083.40
516791	11/20/2014	N	NEXTECH SYSTEMS INC	WALK BIKE FLASHING BEACONS	11,697.99
516792	11/20/2014	N	NEXTEL OF CALIFORNIA INC	MOBILE COMMUNICATIONS	156.21
516793	11/20/2014	N	KATE PILJERO	PARKS & RECREATION REFUND	50.00
516794	11/20/2014	N	PK HEALTHCARE SERVICES INC	MEDICAL SERVICES	1,759.00
516795	11/20/2014	N	PAMELA POST	CITATION REFUND	96.00
516796	11/20/2014	N	PREPAID LEGAL SERVICES INC	PREPAID LEGAL: PAYMENT	94.70
516797	11/20/2014	N	PUBLIC EMPLOYEES'	PENSION CONTRIBUTION SAFETY: PAYME	270,753.96
516798	11/20/2014	N	PUBLIC EMPLOYEES'	MEDICAL PREMIUMS	263,708.71
516799	11/20/2014	N	RCS INVESTIGATIONS AND CONSULT	INVESTIGATIVE SERVICES AGREEMENT	750.00
516800	11/20/2014	N	READY INDUSTRIES INC	RECRUITMENT COST	130.80
516801	11/20/2014	N	RICHARDS WATSON & GERSHON	PROFESSIONAL LEGAL SERVICES	42,480.04
516802	11/20/2014	N	MICHAEL L.ROBINSON	MB FITNESS INSTRUCTOR	100.00
516803	11/20/2014	N	WILLIAM ROTHENGASS	METER COIN REFUND	0.75
516804	11/20/2014	N	SBRPCA	COMMUNICATIONS EQUIPMENT	102.45
516805	11/20/2014	N	CAROL SCHIEWE	STREET SWEEPING REIMBURSEMENT	142.47

**CITY OF MANHATTAN BEACH  
WARRANT REGISTER**

wr 11b

WARRANT BATCH NUMBER:

December 16, 2014

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516806	11/20/2014	N	SELECTIVE GIFT INSTITUTE	EMPLOYEE AWARDS & EVENTS	987.87
516807	11/20/2014	N	EDEN SERINA	MB FIT INSTRUCTOR	300.00
516808	11/20/2014	N	SHAKESPEARE BY THE SEA	PERFORMANCES	2,400.00
516809	11/20/2014	N	SUE SHREEVE	STREET SWEEPING REIMBURSEMENT	142.47
516810	11/20/2014	N	KAROL SHRODES	UB REFUND-INCORRECT PAYMENT	1,178.26
516811	11/20/2014	N	ROBERT SIMCIK	CERAMICS INSTRUCTOR	2,366.65
516812	11/20/2014	N	SMART SOURCE OF CALIFORNIA LLC	PRINTING AND DIRECT MAILING SERVICE	1,628.32
516813	11/20/2014	N	MARIE SOLYMOSI	BEE REMOVAL SERVICES	120.00
516814	11/20/2014	N	SOUTH BAY FORD INC	AUTO PARTS & SERVICE	487.42
516815	11/20/2014	N	SOUTH BAY SCAFFOLD & LADDER	RIGHT OF WAY REFUND	992.00
516816	11/20/2014	N	SOUTHERN CALIFORNIA EDISON	STREET LIGHTING CHARGES	25,218.81
516817	11/20/2014	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	69,269.58
516818	11/20/2014	N	SPCA LA	ANIMAL SHELTERING SERVICES	550.00
516819	11/20/2014	N	HEIDI SPRING	ART INSTRUCTOR	224.00
516820	11/20/2014	N	SPRINT SOLUTIONS INC	MOBILE CONNECTION	37.99
516821	11/20/2014	N	SSBRA	SOCCER OFFICIALS	4,148.00
516822	11/20/2014	N	BARBARA ST. JOHN	UB OVERPAYMENT REFUND	118.58
516823	11/20/2014	N	STANDARD INSURANCE COMPANY	INSURANCE PREMIUMS	11,721.76
516824	11/20/2014	N	STATE BOARD OF EQUALIZATION	ACCOUNT LEVY	632.19
516825	11/20/2014	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	1,236.00
516826	11/20/2014	N	STEPHAN T HONDA MD INC	MEDICAL SERVICES	1,264.73
516827	11/20/2014	N	JAMES STONE	CITATION REFUND	333.00

**CITY OF MANHATTAN BEACH  
WARRANT REGISTER**

wr 11b

WARRANT BATCH NUMBER:

December 16, 2014

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516828	11/20/2014	N	SULLY MILLER CONTRACTING CO	ASPHALT/EMULSION	919.91
516829	11/20/2014	N	SWRCB FEES	WATER DISTRIBUTION CERTIFICATION RE	105.00
516830	11/20/2014	N	THE EDGE FITNESS TRAINING	MB FIT/LUNCH & LEARN	1,201.30
516831	11/20/2014	N	THE GAS COMPANY	MONTHLY GAS CHARGES	512.30
516832	11/20/2014	N	THE PITNEY BOWES BANK INC	POSTAGE PURCHASE POWER	4,080.98
516833	11/20/2014	N	TOTAL ADMINISTRATION SVCS CORP	MONTHLY FEES	479.06
516834	11/20/2014	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	7,166.70
516835	11/20/2014	N	THOMAS EDWARD TRULOVE	CERAMICS INSTRUCTOR	768.95
516836	11/20/2014	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMEN	3,221.57
516837	11/20/2014	N	UC REGENTS	NURSE EDUCATOR CONTRACT	2,386.40
516838	11/20/2014	N	UNDERGROUND SERVICE ALERT	UNDERGROUND SCHEMATIC NOTIFICATIO	390.00
516839	11/20/2014	N	UNITED PARCEL SERVICE	DELIVERY SERVICE	143.20
516840	11/20/2014	N	UNITED SITE SVCS OF CA INC	PORTABLE RESTROOMS	1,528.66
516841	11/20/2014	N	US BANCORP CARD SERVICES INC	P-CARD CHARGES	148,193.32
516842	11/20/2014	N	DORIS JUNG USUI	COMEDY IMPROV INSTRUCTOR	168.00
516843	11/20/2014	N	VAN LINGEN BODY SHOP INC	TOWING AND VEHICLE STORAGE	19.00
516844	11/20/2014	N	VANTAGEPOINT TRANSFER AGENTS	RETMT HLTH SAVINGS CONTRIB: PAYME	1,444.42
516845	11/20/2014	N	ROBIN L VARGAS	EARNINGS WITHHOLDING	553.85
516846	11/20/2014	N	ISABEL VASQUEZ	METER COIN REFUND	2.00
516847	11/20/2014	N	VERIZON CALIFORNIA INC	CABLE SERVICE	10,805.36
516848	11/20/2014	N	AMANDA VILLALOBOS	METER COIN REFUND	1.00
516849	11/20/2014	N	ROSALBA VILLANUEVA	CITATION REFUND	48.00

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

wr 11b

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516850	11/20/2014	N	LAURISTON WAH	STREET SWEEPING REIMBURSEMENT	142.46
516851	11/20/2014	N	WALLACE & ASSOC CONSULTING INC	SEPULVEDA & 2ND ST WATER MAIN-INSPE	29,658.79
516852	11/20/2014	N	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	5,279.02
516853	11/20/2014	N	WASTE MANAGEMENT INC	OCTOBER 2014 REFUSE	284,003.18
516854	11/20/2014	N	WATER REPLENISHMENT DISTRICT	MONTHLY WATER PURCHASES	46,232.68
516855	11/20/2014	N	WEST BASIN MUNICIPAL WATER DIS	MONTHLY WATER PURCHASE	342,167.35
516856	11/20/2014	N	WEST COAST ARBORISTS INC	TREE MAINTENANCE	7,400.00
516857	11/20/2014	N	JOHN WILKENS	UB OVERPAYMENT REFUND	24.24
516858	11/20/2014	N	NAN WOLLMAN	CERAMICS INSTRUCTOR	1,977.95
516859	11/20/2014	N	WORKPLACE CHEMISTRY	MANAGEMENT ASSESSMENT	3,203.49
516860	11/20/2014	N	PAUL WRIGHT	METER COIN REFUND	1.50
516861	11/20/2014	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINES	8,719.15
<b>SUBTOTAL</b>					2,268,338.63
<b>COMBINED TOTAL</b>					2,530,265.25

**PAYMENT LEGEND:**  
 T = Wire Transfers  
 N = System Printed Checks  
 H = Hand Written Checks

CITY OF MANHATTAN BEACH  
 WARRANT REGISTER  
 CHECKS EQUAL TO OR ABOVE  
 \$2,500.00

WARRANT BATCH NUMBER:

wr 11b

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
112414	11/24/2014	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	261,926.62
<b>SUBTOTAL</b>					<b>261,926.62</b>
516676	11/20/2014	N	ADMINSURE INC	CLAIMS ADMINISTRATION	10,273.15
516678	11/20/2014	N	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES	12,556.32
516696	11/20/2014	N	CA TEAMSTERS LOCAL 911	DUES (MISC): PAYMENT	6,239.00
516701	11/20/2014	N	CITYGATE ASSOCIATES LLC	PREPARATION SERVICES	3,692.41
516704	11/20/2014	N	CLE ELECTRIC INC	ON-CALL ELECTRICIAN	13,390.00
516705	11/20/2014	N	CLEANSSTREET	LANDSCAPE SERVICE EXTRAS	27,717.48
516706	11/20/2014	N	DORENE G COLES	YOGA INSTRUCTOR	2,702.70
516707	11/20/2014	N	COMMLINE INC	RADIO	6,100.00
516720	11/20/2014	N	ELLITE MANAGEMENT INC	PATIO FURNITURE	4,902.82
516721	11/20/2014	N	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	17,982.00
516730	11/20/2014	N	GENERAL PUMP CO INC	PECK RESERVOIR BOOSTER #1	5,088.60
516731	11/20/2014	N	GEOSYNTEC CONSULTANTS INC	NPDES & TMDL CONSULTING SERVICES	4,396.72
516733	11/20/2014	N	GIRLS ON THE RUN OF LA COUNTY	FITNESS INSTRUCTOR	2,925.00
516734	11/20/2014	N	GMZ ENGINEERING INC	SEPULVEDA & 2ND ST WATER MAIN-PP3	123,880.00
516736	11/20/2014	N	GOVERNMENT STAFFING SERVICES	TEMPORARY EMPLOYEE SERVICES	3,960.00
516740	11/20/2014	N	HDR ENGINEERING INC	SEPULVEDA BRIDGE WIDENING	120,897.26
516745	11/20/2014	N	ICMA RETIREMENT TRUST - 401	DEFERRED COMP 109365: PAYMENT	2,830.90
516746	11/20/2014	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP AND LOAN REPAY 457	66,636.04
516747	11/20/2014	N	ICMA RETIREMENT TRUST 401	DEFERRED COMP 109766: PAYMENT	4,886.79
516748	11/20/2014	N	IMPRES TECHNOLOGY SOLNS INC	XEROX WORKCENTRE AND PHASER PRINT	2,769.26
516751	11/20/2014	N	JOAN STEIN JENKINS	PROSECUTION SERVICES	6,020.80

CITY OF MANHATTAN BEACH  
 WARRANT REGISTER  
 CHECKS EQUAL TO OR ABOVE  
 \$2,500.00

WARRANT BATCH NUMBER:

wr 11b

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516752	11/20/2014	N	JPMORGAN CHASE BANK NATL ASSC	MONTHLY LEASE-SEWER TRUCK	16,488.30
516770	11/20/2014	N	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	3,802.45
516772	11/20/2014	N	LYNN KLEINERS MUSIC RHAP INC	DANCE INSTRUCTOR	3,024.00
516774	11/20/2014	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	5,786.76
516775	11/20/2014	N	MANERI SIGN CO INC	STREET NAME SIGNS	10,836.78
516778	11/20/2014	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	11,164.57
516782	11/20/2014	N	MATRIX CONSULTING GROUP LTD	COST ALLOCATION STUDY	4,800.00
516783	11/20/2014	N	MBPOA RETIREE	MD TRUST (MED TRUST): PAYMENT	2,625.00
516785	11/20/2014	N	MELAD AND ASSOCIATES INC	PLAN CHECK AND INSPECTION SERVICES	25,281.20
516787	11/20/2014	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE SERVICES EXTRAS	41,241.07
516788	11/20/2014	N	MUNICIPAL EMERGENCY SERVICES	THREE-YEAR TURNOUT CONTRACT	20,395.65
516790	11/20/2014	N	NET TRANSCRIPTS INC	TRANSCRIPTION SERVICES	5,083.40
516791	11/20/2014	N	NEXTECH SYSTEMS INC	WALK BIKE FLASHING BEACONS	11,697.99
516797	11/20/2014	N	PUBLIC EMPLOYEES'	PENSION CONTRIBUTION SAFETY: PAYME	270,753.96
516798	11/20/2014	N	PUBLIC EMPLOYEES'	MEDICAL PREMIUMS	263,708.71
516801	11/20/2014	N	RICHARDS WATSON & GERSHON	PROFESSIONAL LEGAL SERVICES	42,480.04
516816	11/20/2014	N	SOUTHERN CALIFORNIA EDISON	STREET LIGHTING CHARGES	25,218.81
516817	11/20/2014	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	69,269.58
516821	11/20/2014	N	SSBRA	SOCCER OFFICIALS	4,148.00
516823	11/20/2014	N	STANDARD INSURANCE COMPANY	INSURANCE PREMIUMS	11,721.76
516832	11/20/2014	N	THE PITNEY BOWES BANK INC	POSTAGE PURCHASE POWER	4,080.98
516834	11/20/2014	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	7,166.70

CITY OF MANHATTAN BEACH  
 WARRANT REGISTER  
 CHECKS EQUAL TO OR ABOVE  
 \$2,500.00

wr 11b

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
516836	11/20/2014	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMEN	3,221.57
516841	11/20/2014	N	US BANCORP CARD SERVICES INC	P-CARD CHARGES	148,193.32
516847	11/20/2014	N	VERIZON CALIFORNIA INC	CABLE SERVICE	10,805.36
516851	11/20/2014	N	WALLACE & ASSOC CONSULTING INC	SEPULVEDA & 2ND ST WATER MAIN-INSPE	29,658.79
516852	11/20/2014	N	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	5,279.02
516853	11/20/2014	N	WASTE MANAGEMENT INC	OCTOBER 2014 REFUSE	284,003.18
516854	11/20/2014	N	WATER REPLENISHMENT DISTRICT	MONTHLY WATER PURCHASES	46,232.68
516855	11/20/2014	N	WEST BASIN MUNICIPAL WATER DIS	MONTHLY WATER PURCHASE	342,167.35
516856	11/20/2014	N	WEST COAST ARBORISTS INC	TREE MAINTENANCE	7,400.00
516859	11/20/2014	N	WORKPLACE CHEMISTRY	MANAGEMENT ASSESSMENT	3,203.49
516861	11/20/2014	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINES	8,719.15

**SUBTOTAL**

2,199,506.87

**COMBINED TOTAL**

2,461,433.49

**PAYMENT LEGEND:**  
 T = Wire Transfers  
 N = System Printed Checks  
 H = Hand Written Checks



CITY OF MANHATTAN BEACH  
Report of Warrant Disbursements  
wr 11b

Warrant Date 11/20/2014

Fund	Description	Amount
400	General	1,372,943.04
401	Street Light	33,205.11
210	Asset Forfeiture	156.21
230	Prop A	2,199.12
231	Prop C	120,897.26
401	Capital Improvements	2,408.14
501	Water	573,217.31
502	Storm	6,570.53
503	Waste Water	2,345.28
510	Refuse	286,851.10
520	Parking	17,724.29
521	County Parking Lot	881.14
522	State Pier Lots	25,302.47
601	Insurance	28,255.15
605	Information Services	296.19
610	Vehicle Fleet	18,385.38
615	Building Maintenance	38,627.53
		<u>2,530,265.25</u>
		<u>2,530,265.25</u>

wr 11b

**CITY OF MANHATTAN BEACH PAYROLL  
PAY PERIOD: 11/01/14 TO 11/14/14  
PAY DATE: 11/21/14**

**NET PAY 800,556.94**

**Check History Listing**  
 CITY OF MANHATTAN BEACH

Bank code: union

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
516239	10/09/2014	17856 (SEE V# 24183) S & S PORT	V	11/20/2014	R1293261	05/31/2014	90.02	
			V	11/20/2014	R1291011	05/27/2014	90.02	
			V	11/20/2014	R1314939	09/12/2014	90.02	270.06
<b>union Total:</b>								<b>270.06</b>
<b>Total Checks:</b>								<b>270.06</b>

1 checks in this report

**CITY OF MANHATTAN BEACH PAYROLL REPORT**  
**PAYROLL PERIOD ENDING DATE 11/14/2014**

December 16, 2014  
 City Council Meeting

FUND	DESCRIPTION	AMOUNT
100	General Fund	1,110,562.74
230	Prop. A Fund	15,764.81
232	AB 2766 Air Quality Fund	600.00
501	Water Fund	25,023.47
502	Stormwater Fund	2,497.29
503	Wastewater Fund	9,669.65
510	Refuse Fund	3,688.90
520	Parking Fund	2,021.17
521	County Parking Lots Fund	481.30
522	State Pier and Parking Lot Fund	481.29
601	Insurance Reserve Fund	7,637.86
605	Information Systems Fund	27,392.71
610	Fleet Management Fund	9,059.92
615	Building Maintenance & Operations Fund	13,127.88
801	Pension Trust Fund	8,463.10
	Gross Pay	<u>1,236,472.09</u>
	Deductions	435,915.15
	Net Pay	<u><u>800,556.94</u></u>

## Report of P-Card Transactions

Account Date	Department Management Services	Amount
100-11-011-5204	Conferences & Meetings	
10/27/2014	IN *LONG BEACH AREA CHAMB	995.00
100-11-011-5204	Conferences & Meetings	995.00
100-11-011-5217	Departmental Supplies	
10/27/2014	FRESH BROTHERS	170.90
10/27/2014	JERSEY MIKES SUBS#20033	66.05
10/27/2014	PARADISE AWARDS	171.68
10/27/2014	PIT FIRE ARTISAN PIZZA	174.40
10/27/2014	SMARTNFINAL52910305290	25.68
10/27/2014	THE HUMMUS FACTORY	150.42
10/27/2014	TRADER JOE'S #034 QPS	2.47
10/27/2014	TRADER JOE'S #038 QPS	34.93
10/27/2014	TRADER JOE'S #106 QPS	1.99
10/27/2014	TRADER JOE'S #106 QPS	13.36
10/27/2014	VONS STORE00022756	30.04
100-11-011-5217	Departmental Supplies	841.92
100-11-021-5101	Contract Services	
10/27/2014	FEDEXOFFICE 00010165	69.76
10/27/2014	MANHATTAN BEACH POST	126.82
10/27/2014	MARRIOTT 337W6 MB	1,036.15
10/27/2014	MARRIOTT 337W6 MB	105.00
10/27/2014	MARRIOTT 337W6 MB	3.82
10/27/2014	MARRIOTT 337W6 MB	624.15
10/27/2014	MARRIOTT 337W6 MB	759.75
10/27/2014	MARRIOTT 337W6 MB	980.15
10/27/2014	OFFICE DEPOT #5125	53.06
10/27/2014	TORRANCE VAN AND STORAG	5,891.47
100-11-021-5101	Contract Services	9,650.13
100-11-021-5104	Computer Contract Services	
10/27/2014	AVANGATE*KEEP&SHARE	9.00
10/27/2014	AVG8.COM*KEEP&SHARE	9.00
100-11-021-5104	Computer Contract Services	18.00
100-11-021-5201	Office Supplies	
10/27/2014	INDIANA STAMP CO INC	71.95
10/27/2014	OFFICE DEPOT #2740	65.29
10/27/2014	OFFICE DEPOT #5125	11.14
10/27/2014	OFFICE DEPOT #5125	16.86

*To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 11b, dated 11/20/2014; Check number 516841.*

## Report of P-Card Transactions

Account Date	Department Management Services	Amount
10/27/2014	OFFICE DEPOT #5125	17.43
10/27/2014	OFFICE DEPOT #5125	196.19
10/27/2014	OFFICE DEPOT #5125	250.45
10/27/2014	OFFICE DEPOT #5125	56.05
10/27/2014	OFFICE DEPOT #5125	69.68
10/27/2014	OFFICE DEPOT #5125	75.20
10/27/2014	OFFICE DEPOT #5910	2.78
10/27/2014	XEROX SUPPLY TEXAS	219.28
100-11-021-5201	Office Supplies	1,052.30
100-11-021-5204	Conferences & Meetings	
10/27/2014	MARRIOTT 337W6 MB	18.00
10/27/2014	MUNICIPAL MANAGEMENT ASSO	340.00
10/27/2014	RANCHO BERNARDO INN	190.38
10/27/2014	UBER TECHNOLOGIES INC	-9.00
100-11-021-5204	Conferences & Meetings	539.38
100-11-021-5205	Training	
10/27/2014	ALLIANCE FOR INNOVATION	149.00
100-11-021-5205	Training	149.00
100-11-021-5217	Departmental Supplies	
10/27/2014	DMI* DELL K-12/GOVT	209.79
10/27/2014	DMI* DELL K-12/GOVT	2,152.20
10/27/2014	IDU*INSIGHT PUBLIC SEC	603.21
10/27/2014	IDU*INSIGHT PUBLIC SEC	946.49
10/27/2014	LE PAIN QUOTIDIEN	23.73
10/27/2014	LEMONADE - MANHATTAN B	57.12
10/27/2014	NOAH'S BAGELS #2500	14.99
10/27/2014	PARADISE AWARDS	39.14
10/27/2014	PIVOT INTERIOR40000077	799.02
10/27/2014	SHADE HOTEL RESTAURANT	26.89
10/27/2014	SHADE HOTEL RESTAURANT	39.70
10/27/2014	SHADE HOTEL RESTAURANT	55.78
10/27/2014	TARGET 00001990	15.17
10/27/2014	THE KETTLE RESTAURANT	13.63
10/27/2014	THE KETTLE RESTAURANT	65.57
10/27/2014	TIN ROOF BISTRO	116.36
10/27/2014	TRADER JOE'S #106 QPS	18.05
10/27/2014	VONS STORE00022756	17.82
10/27/2014	VONS STORE00022756	5.19

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Management Services</b>	<b>Amount</b>
100-11-021-5217	Departmental Supplies	<u>5,219.85</u>
100-11-021-5225	Printing	
10/27/2014	SMARTSOURCE OF CALIF	28.34
100-11-021-5225	Printing	<u>28.34</u>
100-11-041-5101	Contract Services	
10/27/2014	THE SUTTA COMPANY	3.75
100-11-041-5101	Contract Services	<u>3.75</u>
11	<b>Management Services</b>	<u><u>18,497.67</u></u>

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## Report of P-Card Transactions

Account Date	Department Finance	Amount
100-12-011-5101	Contract Services	
10/27/2014	THE SUTTA COMPANY	3.75
100-12-011-5101	Contract Services	3.75
100-12-011-5201	Office Supplies	
10/27/2014	OFFICE DEPOT #1079	15.39
10/27/2014	OFFICE DEPOT #5101	4.08
10/27/2014	OFFICE DEPOT #5125	144.24
10/27/2014	OFFICE DEPOT #5125	42.92
10/27/2014	OFFICE DEPOT #5125	45.06
10/27/2014	XEROX DIRECT*XEROXCORP	475.76
100-12-011-5201	Office Supplies	727.45
100-12-011-5204	Conferences & Meetings	
10/27/2014	LEAGUE OF CALIFORNIA CIT	350.00
100-12-011-5204	Conferences & Meetings	350.00
100-12-032-5204	Conferences & Meetings	
10/27/2014	DOUBLETREE PLEASANTON	239.54
10/27/2014	DOUBLETREE PLEASANTON	239.54
100-12-032-5204	Conferences & Meetings	479.08
100-12-052-5210	Computers, Supplies & Software	
10/27/2014	SOURCE GRAPHICS	1,306.05
100-12-052-5210	Computers, Supplies & Software	1,306.05
605-12-051-5104	Computer Contract Services	
10/27/2014	DLVR.IT	215.89
10/27/2014	IN *ARCHIVESOCIAL	1,736.90
605-12-051-5104	Computer Contract Services	1,952.79
605-12-051-5203	Reference Books & Periodicals	
10/27/2014	STK*SHUTTERSTOCK, INC.	199.00
605-12-051-5203	Reference Books & Periodicals	199.00
605-12-051-5204	Conferences & Meetings	
10/27/2014	HYATT HOTELS LONG BEACH	11.00
605-12-051-5204	Conferences & Meetings	11.00

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## Report of P-Card Transactions

Account Date	Department Finance	Amount
605-12-051-5210	Computers, Supplies & Software	
10/27/2014	AMAZON MKTPLACE PMTS	1,133.32
10/27/2014	AMAZON MKTPLACE PMTS	18.94
10/27/2014	AMAZON MKTPLACE PMTS	23.90
10/27/2014	AMAZON MKTPLACE PMTS	286.74
10/27/2014	AMAZON MKTPLACE PMTS	770.00
10/27/2014	AMAZON.COM	13.60
10/27/2014	AMAZON.COM	275.77
10/27/2014	ARCHIVESOCIAL.COM	-149.00
10/27/2014	ARCHIVESOCIAL.COM	149.00
10/27/2014	ATLANTIC TECHNOLOGY GROUP	1,542.82
10/27/2014	CDW GOVERNMENT	348.91
10/27/2014	IMPERIAL TEXTILE	106.08
10/27/2014	PAYPAL *COMPUTERPAR	28.95
10/27/2014	SAM ASH MUSIC #62	117.53
605-12-051-5210	Computers, Supplies & Software	4,666.56
605-12-051-5217	Departmental Supplies	
10/27/2014	TARGET 00001990	25.93
10/27/2014	TUESDAY MORNING # 0299	37.01
605-12-051-5217	Departmental Supplies	62.94
615-12-042-5101	Contract Services	
10/27/2014	GOURMETCOFFEESERVICE,INC	59.95
10/27/2014	GOURMETCOFFEESERVICE,INC	917.86
10/27/2014	DS SERVICES STANDARD COFF	676.00
10/27/2014	G2 REVOLUTION LLC	249.25
10/27/2014	PITNEY BOWES CREDIT	740.09
10/27/2014	PITNEY BOWES PI	255.13
10/27/2014	SUPERIOR PLANT SCAPES	228.00
615-12-042-5101	Contract Services	3,126.28
615-12-042-5211	Automotive Parts	
10/27/2014	COMPLETES PLUS CPL	433.38
10/27/2014	EDDINGS 0026741	192.50
10/27/2014	EDDINGS 0026741	383.77
615-12-042-5211	Automotive Parts	1,009.65
615-12-042-5222	Warehouse Inventory Purchases	
10/27/2014	CLEANSOURCE	1,263.34
10/27/2014	CLEANSOURCE	1,449.50

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## Report of P-Card Transactions

<b>Account Date</b>	<b>Department Finance</b>	<b>Amount</b>
10/27/2014	MORTON SAFETY CO	599.50
10/27/2014	OFFICE DEPOT #5125	373.49
10/27/2014	WAXIE SANITARY SUPPLY	859.24
10/27/2014	WW GRAINGER	876.81
10/27/2014	ZERO WASTE USA	2,256.30
615-12-042-5222	Warehouse Inventory Purchases	<u>7,678.18</u>
12	<b>Finance</b>	<u><u>21,572.73</u></u>

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**Report of P-Card Transactions**

Account Date	Department Human Resources	Amount
100-13-011-5101	Contract Services	
10/27/2014	THE SUTTA COMPANY	3.75
100-13-011-5101	Contract Services	<u>3.75</u>
100-13-011-5218	Recruitment Costs	
10/27/2014	BREWCO	101.16
10/27/2014	CRAIGSLIST.ORG	50.00
10/27/2014	FRESH BROTHERS	-1.00
10/27/2014	FRESH BROTHERS	140.63
10/27/2014	FRESH BROTHERS	23.00
10/27/2014	HAWTHORN SUITES MANHATTAN	151.80
10/27/2014	INSTITUTE OF TRANSPORTATI	300.00
10/27/2014	KINGS HAWAIIAN RES	8.95
10/27/2014	MARRIOTT 337W6 MB	183.19
10/27/2014	PEET'S #03903	-34.00
10/27/2014	PEET'S #03903	34.00
10/27/2014	PEET'S #03903	34.00
100-13-011-5218	Recruitment Costs	<u>991.73</u>
601-13-021-5202	Memberships & Dues	
10/27/2014	NATL INST EMPL ISSUES	175.00
601-13-021-5202	Memberships & Dues	<u>175.00</u>
601-13-021-5204	Conferences & Meetings	
10/27/2014	PAYPAL *COUNCILSELF	75.00
601-13-021-5204	Conferences & Meetings	<u>75.00</u>
13	Human Resources	<u><u>1,245.48</u></u>

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**Report of P-Card Transactions**

Account Date	Department Recreation	Amount
<b>100-14-011-5201</b>	<b>Office Supplies</b>	
10/27/2014	AMAZON MKTPLACE PMTS	339.09
10/27/2014	AMAZON MKTPLACE PMTS	36.95
10/27/2014	OFFICE DEPOT 1135	5.48
10/27/2014	OFFICE DEPOT #5101	6.30
10/27/2014	OFFICE DEPOT #5125	131.35
10/27/2014	OFFICE DEPOT #5125	132.23
10/27/2014	OFFICE DEPOT #5125	-136.24
10/27/2014	OFFICE DEPOT #5125	245.87
10/27/2014	OFFICE DEPOT #5125	256.63
10/27/2014	OFFICE DEPOT #5125	28.77
10/27/2014	OFFICE DEPOT #5125	44.16
10/27/2014	OFFICE DEPOT #5125	53.31
10/27/2014	OFFICE DEPOT #5125	57.38
10/27/2014	OFFICE DEPOT #5125	81.28
10/27/2014	OFFICE DEPOT #5910	11.98
10/27/2014	XEROX SUPPLY TEXAS	1,083.98
10/27/2014	XEROX SUPPLY TEXAS	358.79
10/27/2014	XEROX SUPPLY TEXAS	394.47
<b>100-14-011-5201</b>	<b>Office Supplies</b>	<u>3,131.78</u>
<b>100-14-011-5202</b>	<b>Memberships &amp; Dues</b>	
10/27/2014	AMERICAN MARKETING ASSOC	290.00
<b>100-14-011-5202</b>	<b>Memberships &amp; Dues</b>	<u>290.00</u>
<b>100-14-011-5205</b>	<b>Training</b>	
10/27/2014	DISNEY EVENTS	1,030.00
<b>100-14-011-5205</b>	<b>Training</b>	<u>1,030.00</u>
<b>14</b>	<b>Recreation</b>	<u><u>4,451.78</u></u>

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## Report of P-Card Transactions

Account Date	Department Police	Amount
100-15-011-5104	Computer Contract Services	
10/27/2014	LOCATEPLUS	104.95
100-15-011-5104	Computer Contract Services	104.95
100-15-011-5201	Office Supplies	
10/27/2014	CDW GOVERNMENT	614.76
10/27/2014	OFFICE DEPOT 1135	15.57
10/27/2014	OFFICE DEPOT #5101	77.35
10/27/2014	OFFICE DEPOT #5101	9.25
10/27/2014	OFFICE DEPOT #5125	10.18
10/27/2014	OFFICE DEPOT #5125	124.53
10/27/2014	OFFICE DEPOT #5125	135.71
10/27/2014	OFFICE DEPOT #5125	179.00
10/27/2014	OFFICE DEPOT #5125	182.10
10/27/2014	OFFICE DEPOT #5125	372.81
10/27/2014	OFFICE DEPOT #5125	52.67
10/27/2014	OFFICE DEPOT #5125	68.57
10/27/2014	OFFICE DEPOT #5125	684.33
10/27/2014	OFFICE DEPOT #5125	689.75
10/27/2014	OFFICE DEPOT #5125	95.24
100-15-011-5201	Office Supplies	3,311.82
100-15-011-5204	Conferences & Meetings	
10/27/2014	NOAH'S-ONLINE CATERING	59.97
100-15-011-5204	Conferences & Meetings	59.97
100-15-011-5217	Departmental Supplies	
10/27/2014	DOOLEY ENTERPRISES,INC	1,809.59
10/27/2014	INSTYLE FLOWERS	400.00
10/27/2014	LIBERTY FLAGS INC	66.12
10/27/2014	NOAH'S-ONLINE CATERING	30.98
100-15-011-5217	Departmental Supplies	2,306.69
100-15-011-5220	POST Training	
10/27/2014	DOUBLETREE MISSION VLY	619.05
10/27/2014	OMNI SAN DIEGO	422.13
100-15-011-5220	POST Training	1,041.18
100-15-021-5202	Memberships & Dues	
10/27/2014	FBI LEEDA INC	50.00

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## Report of P-Card Transactions

Account Date	Department Police	Amount
100-15-021-5202	Memberships & Dues	<u>50.00</u>
100-15-021-5205	Training	
10/27/2014	SKECHERS FOUNDATIO	150.00
100-15-021-5205	Training	<u>150.00</u>
100-15-021-5217	Departmental Supplies	
10/27/2014	CHIEF SUPPLY	47.94
10/27/2014	FRIENDS FUR-EVER	112.25
10/27/2014	PET FOODS MARKET	87.82
10/27/2014	SQ *GEORGIA K9 NTC	75.00
100-15-021-5217	Departmental Supplies	<u>323.01</u>
100-15-031-5104	Computer Contract Services	
10/27/2014	LEXISNEXIS RISK MGT	432.01
100-15-031-5104	Computer Contract Services	<u>432.01</u>
100-15-031-5217	Departmental Supplies	
10/27/2014	SAFARILAND	89.54
10/27/2014	SIRCHIE FINGER PRINT LABO	127.61
100-15-031-5217	Departmental Supplies	<u>217.15</u>
100-15-041-5101	Contract Services	
10/27/2014	THE SUTTA COMPANY	37.75
100-15-041-5101	Contract Services	<u>37.75</u>
100-15-041-5210	Computers, Supplies & Software	
10/27/2014	CDW GOVERNMENT	2,439.08
10/27/2014	DMI* DELL K-12/GOVT	188.64
100-15-041-5210	Computers, Supplies & Software	<u>2,627.72</u>
100-15-051-5217	Departmental Supplies	
10/27/2014	NOAH'S BAGELS #2546	20.23
10/27/2014	US TOY CO	156.30
100-15-051-5217	Departmental Supplies	<u>176.53</u>
100-15-061-5101	Contract Services	
10/27/2014	PATTERSON CLEANERS PHOTO	51.00
100-15-061-5101	Contract Services	<u>51.00</u>

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Police</b>	<b>Amount</b>
100-15-061-5217	Departmental Supplies	
10/27/2014	ART S LOCK AND KEY	3.27
100-15-061-5217	Departmental Supplies	<u>3.27</u>
100-15-071-5101	Contract Services	
10/27/2014	MISSION LINEN	-297.68
10/27/2014	MISSION LINEN	297.68
10/27/2014	MISSION LINEN	297.68
100-15-071-5101	Contract Services	<u>297.68</u>
100-15-071-5206	Uniforms/Safety Equipment	
10/27/2014	WESTWAY UNIFORMS INC	119.85
100-15-071-5206	Uniforms/Safety Equipment	<u>119.85</u>
100-15-071-5217	Departmental Supplies	
10/27/2014	AMAZON.COM	110.35
10/27/2014	AMAZON.COM	58.97
10/27/2014	BOB BARKER COMPANY INC	145.07
10/27/2014	BOB BARKER COMPANY INC	33.32
10/27/2014	BOB BARKER COMPANY INC	505.07
10/27/2014	BRADLEYS PLASTIC BAG CO	95.71
10/27/2014	DMI* DELL K-12/GOVT	191.03
10/27/2014	GOLDEN PACIFIC HCP	525.34
10/27/2014	GREAT WESTERN SUPP	263.68
10/27/2014	LABSOURCE	40.90
100-15-071-5217	Departmental Supplies	<u>1,969.44</u>
100-15-081-5206	Uniforms/Safety Equipment	
10/27/2014	WESTWAY UNIFORMS INC	184.05
100-15-081-5206	Uniforms/Safety Equipment	<u>184.05</u>
15	<b>Police</b>	<u><u>13,464.07</u></u>

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## Report of P-Card Transactions

Account Date	Department Fire	Amount
100-16-011-5101	Contract Services	
10/27/2014	PAYPAL *LIEBERTCASS	55.00
10/27/2014	THE SUTTA COMPANY	5.00
100-16-011-5101	Contract Services	60.00
100-16-011-5201	Office Supplies	
10/27/2014	OFFICE DEPOT #5125	107.26
10/27/2014	OFFICE DEPOT #5125	186.64
100-16-011-5201	Office Supplies	293.90
100-16-011-5204	Conferences & Meetings	
10/27/2014	CENTER FOR PUBLIC SAFETY	650.00
10/27/2014	JETBLUE 2792119829944	107.98
10/27/2014	RENAISSANCE HOTELS 9671R	9.00
100-16-011-5204	Conferences & Meetings	766.98
100-16-011-5205	Training	
10/27/2014	CAMPBELL LARKSPUR LAND	313.82
100-16-011-5205	Training	313.82
100-16-011-5214	Employee Awards & Events	
10/27/2014	CAMPUTEE PRESS	568.53
10/27/2014	CAMPUTEE PRESS	600.00
10/27/2014	CITY FOODS WHOLESALE	181.63
10/27/2014	RALPHS #0166	57.31
10/27/2014	SMARTNFINAL32210303220	61.57
10/27/2014	SMARTNFINAL52910305290	358.71
10/27/2014	VONS STORE00022756	38.99
100-16-011-5214	Employee Awards & Events	1,866.74
100-16-021-5205	Training	
10/27/2014	NOAH'S BAGELS #2546	27.88
10/27/2014	OPC*RSCCD CLEARING	-126.00
100-16-021-5205	Training	-98.12
100-16-031-5101	Contract Services	
10/27/2014	TURNOUT MAINTENANCE CO	2,222.06
100-16-031-5101	Contract Services	2,222.06
100-16-031-5205	Training	

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## Report of P-Card Transactions

Account Date	Department Fire	Amount
10/27/2014	CAMPBELL LARKSPUR LAND	313.82
10/27/2014	CAMPBELL LARKSPUR LAND	316.55
10/27/2014	EMBASSY SUITES	9.95
100-16-031-5205	Training	640.32
100-16-031-5217	Departmental Supplies	
10/27/2014	HARBOR FREIGHT TOOLS 425	27.88
10/27/2014	HOMEDEPOT.COM	1,005.59
10/27/2014	TARGET 00001990	16.34
10/27/2014	TARGET 00001990	27.77
10/27/2014	THE HOME DEPOT 620	7.87
100-16-031-5217	Departmental Supplies	1,085.45
100-16-041-5101	Contract Services	
10/27/2014	EMSP 0312	200.00
100-16-041-5101	Contract Services	200.00
100-16-041-5217	Departmental Supplies	
10/27/2014	ESAFETY SUPPLIES,	453.98
10/27/2014	BOUND TREE MEDICAL LLC	10.63
10/27/2014	BOUND TREE MEDICAL LLC	1,149.89
10/27/2014	NSC*NORTHERN SAFETY CO	49.18
10/27/2014	VIDACARE CORPORATION	1,889.89
10/27/2014	BOUND TREE MEDICAL LLC	1,563.30
10/27/2014	BOUND TREE MEDICAL LLC	1,779.39
10/27/2014	BOUND TREE MEDICAL LLC	263.23
10/27/2014	BOUND TREE MEDICAL LLC	266.38
10/27/2014	BOUND TREE MEDICAL LLC	35.95
10/27/2014	BOUND TREE MEDICAL LLC	35.95
10/27/2014	BOUND TREE MEDICAL LLC	52.64
10/27/2014	BOUND TREE MEDICAL LLC	641.50
100-16-041-5217	Departmental Supplies	8,191.91
100-16-052-5217	Departmental Supplies	
10/27/2014	BEST BUY MHT 00010116	489.99
100-16-052-5217	Departmental Supplies	489.99
100-16-056-5225	Printing	
10/27/2014	CISION US INC AUTHORIZE	75.00
10/27/2014	PAYPAL *NORTHCOUNTR	307.80
10/27/2014	SQ *ENRIQUETA JIMENEZ	257.28

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Fire</b>	<b>Amount</b>
100-16-056-5225	Printing	<u>640.08</u>
16	Fire	<u>16,673.13</u>

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Community Development</b>	<b>Amount</b>
<b>100-17-011-5201</b>	<b>Office Supplies</b>	
10/27/2014	OFFICE DEPOT #5125	282.10
10/27/2014	OFFICE DEPOT #5125	-66.59
10/27/2014	OFFICE DEPOT #5125	66.59
10/27/2014	OFFICE DEPOT #5125	69.75
<b>100-17-011-5201</b>	<b>Office Supplies</b>	<u>351.85</u>
<b>100-17-011-5217</b>	<b>Departmental Supplies</b>	
10/27/2014	FRESH BROTHERS	69.20
<b>100-17-011-5217</b>	<b>Departmental Supplies</b>	<u>69.20</u>
<b>100-17-032-5202</b>	<b>Memberships &amp; Dues</b>	
10/27/2014	BUILD IT GREEN	200.00
10/27/2014	INT'L CODE COUNCIL INC	125.00
<b>100-17-032-5202</b>	<b>Memberships &amp; Dues</b>	<u>325.00</u>
<b>100-17-032-5206</b>	<b>Uniforms/Safety Equipment</b>	
10/27/2014	MANHATTAN STITCHING CO	725.94
<b>100-17-032-5206</b>	<b>Uniforms/Safety Equipment</b>	<u>725.94</u>
<b>100-17-032-5225</b>	<b>Printing</b>	
10/27/2014	SMARTSOURCE OF CALIF	16.79
<b>100-17-032-5225</b>	<b>Printing</b>	<u>16.79</u>
<b>100-17-041-5204</b>	<b>Conferences &amp; Meetings</b>	
10/27/2014	EMBASSY SUITES MONTEREY	506.85
<b>100-17-041-5204</b>	<b>Conferences &amp; Meetings</b>	<u>506.85</u>
<b>100-17-041-5206</b>	<b>Uniforms/Safety Equipment</b>	
10/27/2014	MANHATTAN STITCHING CO	414.20
10/27/2014	RED WING SHOE STORE 0	318.78
<b>100-17-041-5206</b>	<b>Uniforms/Safety Equipment</b>	<u>732.98</u>
<b>17</b>	<b>Community Development</b>	<u><u>2,728.61</u></u>

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Public Works</b>	<b>Amount</b>
<b>100-18-011-5201</b>	<b>Office Supplies</b>	
10/27/2014	OFFICE DEPOT #5101	11.12
10/27/2014	OFFICE DEPOT #5125	304.40
10/27/2014	OFFICE DEPOT #5125	54.55
10/27/2014	OFFICE DEPOT #5125	56.19
10/27/2014	OFFICE DEPOT #5125	56.37
10/27/2014	OFFICE DEPOT #5125	94.85
10/27/2014	XEROX CORPORATION/RBO	1,455.42
10/27/2014	XEROX CORPORATION/RBO	196.93
<b>100-18-011-5201</b>	<b>Office Supplies</b>	<u>2,229.83</u>
<b>100-18-011-5202</b>	<b>Memberships &amp; Dues</b>	
10/27/2014	AMER SOC CIVIL ENGINEERS	225.00
<b>100-18-011-5202</b>	<b>Memberships &amp; Dues</b>	<u>225.00</u>
<b>100-18-011-5217</b>	<b>Departmental Supplies</b>	
10/27/2014	BLANKS USA	67.85
10/27/2014	GREEN GIRL	2,384.36
10/27/2014	PRESERVE PRODUCTS	207.14
<b>100-18-011-5217</b>	<b>Departmental Supplies</b>	<u>2,659.35</u>
<b>100-18-021-5204</b>	<b>Conferences &amp; Meetings</b>	
10/27/2014	SOUTHWES 5262452034911	394.20
<b>100-18-021-5204</b>	<b>Conferences &amp; Meetings</b>	<u>394.20</u>
<b>100-18-021-5207</b>	<b>Advertising</b>	
10/27/2014	THE RAFU SHIMPO	730.00
10/27/2014	THE RAFU SHIMPO	865.00
<b>100-18-021-5207</b>	<b>Advertising</b>	<u>1,595.00</u>
<b>100-18-032-5101</b>	<b>Contract Services</b>	
10/27/2014	USA MOBILITY WIRELE	1.96
<b>100-18-032-5101</b>	<b>Contract Services</b>	<u>1.96</u>
<b>100-18-032-5205</b>	<b>Training</b>	
10/27/2014	FREDPRYOR CAREERTRACK	198.00
<b>100-18-032-5205</b>	<b>Training</b>	<u>198.00</u>
<b>100-18-032-5217</b>	<b>Departmental Supplies</b>	
10/27/2014	LEARNED LUMBER	158.43

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Public Works</b>	<b>Amount</b>
10/27/2014	LOMITA MOWER AND SAW SHOP	82.73
10/27/2014	MANERI SIGN CO	1,254.76
10/27/2014	OFFICE DEPOT #5125	370.59
10/27/2014	THE HOME DEPOT 620	11.96
10/27/2014	THE HOME DEPOT 620	18.21
10/27/2014	THE HOME DEPOT 620	363.76
10/27/2014	THE HOME DEPOT 620	427.68
10/27/2014	THE HOME DEPOT 620	558.32
10/27/2014	THE ORIGINAL BUNGEE	33.25
100-18-032-5217	<b>Departmental Supplies</b>	<u>3,279.69</u>
100-18-034-5217	<b>Departmental Supplies</b>	
10/27/2014	HARBOR FREIGHT TOOLS 425	27.20
10/27/2014	MANERI SIGN CO	1,629.01
10/27/2014	MANERI SIGN CO	239.80
10/27/2014	STAR HYDRAULICS LLC	625.28
100-18-034-5217	<b>Departmental Supplies</b>	<u>2,521.29</u>
100-18-042-5206	<b>Uniforms/Safety Equipment</b>	
10/27/2014	MANHATTAN STITCHING CO	43.60
100-18-042-5206	<b>Uniforms/Safety Equipment</b>	<u>43.60</u>
100-18-042-5217	<b>Departmental Supplies</b>	
10/27/2014	LEARNED LUMBER	240.52
10/27/2014	THE HOME DEPOT 620	149.59
10/27/2014	THE HOME DEPOT 620	236.38
10/27/2014	THE HOME DEPOT 620	24.46
10/27/2014	THE HOME DEPOT 620	324.89
10/27/2014	THE HOME DEPOT 620	48.42
10/27/2014	THE HOME DEPOT 620	54.46
10/27/2014	THE HOME DEPOT 620	85.33
10/27/2014	THE HOME DEPOT 620	92.69
100-18-042-5217	<b>Departmental Supplies</b>	<u>1,256.74</u>
201-18-121-5217	<b>Departmental Supplies</b>	
10/27/2014	ULINE *SHIP SUPPLIES	288.91
201-18-121-5217	<b>Departmental Supplies</b>	<u>288.91</u>
501-18-231-5101	<b>Contract Services</b>	
10/27/2014	USA MOBILITY WIRELE	4.64

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Public Works</b>	<b>Amount</b>
501-18-231-5101	Contract Services	<u>4.64</u>
501-18-231-5205	Training	
10/27/2014	TECHNICAL LEARNING CONSU	325.00
501-18-231-5205	Training	<u>325.00</u>
501-18-231-5206	Uniforms/Safety Equipment	
10/27/2014	MANHATTAN STITCHING CO	43.60
501-18-231-5206	Uniforms/Safety Equipment	<u>43.60</u>
501-18-231-5217	Departmental Supplies	
10/27/2014	HACH COMPANY	289.45
10/27/2014	HARRINGTON 01 LA COMMERC	388.81
10/27/2014	HARRINGTON 01 LA COMMERC	59.19
10/27/2014	HARRINGTON 01 LA COMMERC	607.45
10/27/2014	J.G. TUCKER & SON INC	970.56
10/27/2014	MCMASTER-CARR	202.94
10/27/2014	THE HOME DEPOT 620	53.53
501-18-231-5217	Departmental Supplies	<u>2,571.93</u>
501-18-241-5217	Departmental Supplies	
10/27/2014	HAWTHORNE ELECTRIC SUPPL	109.00
10/27/2014	JOHNSTONE SUPPLY	38.11
10/27/2014	WATERLINE TECHNOLOGIES IN	1,324.79
10/27/2014	WATERLINE TECHNOLOGIES IN	1,574.31
10/27/2014	WATERLINE TECHNOLOGIES IN	743.38
501-18-241-5217	Departmental Supplies	<u>3,789.59</u>
501-18-251-5101	Contract Services	
10/27/2014	USA MOBILITY WIRELE	3.92
501-18-251-5101	Contract Services	<u>3.92</u>
501-18-251-5205	Training	
10/27/2014	GLOBAL ENVIRONMENTAL	1,350.00
501-18-251-5205	Training	<u>1,350.00</u>
501-18-251-5206	Uniforms/Safety Equipment	
10/27/2014	MANHATTAN STITCHING CO	191.84
501-18-251-5206	Uniforms/Safety Equipment	<u>191.84</u>

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Public Works</b>	<b>Amount</b>
<b>501-18-251-5217</b>	<b>Departmental Supplies</b>	
10/27/2014	FERGUSON ENT #1083	841.80
10/27/2014	FERGUSON ENT #1083	49.49
10/27/2014	FERGUSON ENT #1083	65.72
10/27/2014	POLLARD WATER.COM	550.16
10/27/2014	RALPHS #0166	47.75
10/27/2014	FERGUSON ENT #1083	1,230.61
10/27/2014	FERGUSON ENT #1083	142.74
10/27/2014	FERGUSON ENT #1083	23.25
10/27/2014	FERGUSON ENT #1083	364.06
10/27/2014	S AND J SUPPLY CO SFS	1,049.13
10/27/2014	S AND J SUPPLY CO SFS	273.03
10/27/2014	S AND J SUPPLY CO SFS	852.93
10/27/2014	SPORTS AUTHORI00006312	174.38
10/27/2014	SQ *MENTOR HOSE RAMPS INC	1,631.72
10/27/2014	STEMAR EQUIPMENT AND SUPP	439.25
10/27/2014	TRENCH SHORING COMPANY	322.64
10/27/2014	TRENCH SHORING COMPANY	351.00
<b>501-18-251-5217</b>	<b>Departmental Supplies</b>	<b>8,409.66</b>
<b>502-18-311-5217</b>	<b>Departmental Supplies</b>	
10/27/2014	MANERI SIGN CO	1,700.40
<b>502-18-311-5217</b>	<b>Departmental Supplies</b>	<b>1,700.40</b>
<b>503-18-321-5101</b>	<b>Contract Services</b>	
10/27/2014	USA MOBILITY WIRELE	3.92
<b>503-18-321-5101</b>	<b>Contract Services</b>	<b>3.92</b>
<b>503-18-321-5217</b>	<b>Departmental Supplies</b>	
10/27/2014	THE HOME DEPOT 620	24.47
<b>503-18-321-5217</b>	<b>Departmental Supplies</b>	<b>24.47</b>
<b>520-18-511-5101</b>	<b>Contract Services</b>	
10/27/2014	SQ *ENVIRONMENTAL SAFETY	1,014.12
<b>520-18-511-5101</b>	<b>Contract Services</b>	<b>1,014.12</b>
<b>520-18-511-5206</b>	<b>Uniforms/Safety Equipment</b>	
10/27/2014	MANHATTAN STITCHING CO	26.16
<b>520-18-511-5206</b>	<b>Uniforms/Safety Equipment</b>	<b>26.16</b>

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Public Works</b>	<b>Amount</b>
<b>520-18-511-5217</b>	<b>Departmental Supplies</b>	
10/27/2014	HARBOR FREIGHT TOOLS 425	20.70
10/27/2014	HARBOR FREIGHT TOOLS 425	63.20
10/27/2014	NEXGEN	446.02
10/27/2014	SMARDAN SUPPLY CO 2	61.53
10/27/2014	THE HOME DEPOT 620	15.20
10/27/2014	THE HOME DEPOT 620	65.27
<b>520-18-511-5217</b>	<b>Departmental Supplies</b>	<u>671.92</u>
<b>522-18-512-5101</b>	<b>Contract Services</b>	
10/27/2014	2CO.COM*HOUSEPLAN	2,470.00
10/27/2014	IN *SO CAL ROLLING SHUTTE	1,000.00
<b>522-18-512-5101</b>	<b>Contract Services</b>	<u>3,470.00</u>
<b>522-18-512-5217</b>	<b>Departmental Supplies</b>	
10/27/2014	MCMaster-CARR	151.40
10/27/2014	THE HOME DEPOT 620	58.22
10/27/2014	WW GRAINGER	107.29
10/27/2014	WW GRAINGER	88.42
<b>522-18-512-5217</b>	<b>Departmental Supplies</b>	<u>405.33</u>
<b>522-18-512-5501</b>	<b>Telephone</b>	
10/27/2014	PACIFIC TELEMAGEMENT	70.00
<b>522-18-512-5501</b>	<b>Telephone</b>	<u>70.00</u>
<b>610-18-611-5210</b>	<b>Computers, Supplies &amp; Software</b>	
10/27/2014	AMAZON MKTPLACE PMTS	36.27
<b>610-18-611-5210</b>	<b>Computers, Supplies &amp; Software</b>	<u>36.27</u>
<b>610-18-611-5211</b>	<b>Automotive Parts</b>	
10/27/2014	AMAZON.COM	318.26
10/27/2014	COMPLETES PLUS CPL	115.80
10/27/2014	COMPLETES PLUS CPL	115.80
10/27/2014	COMPLETES PLUS CPL	78.28
10/27/2014	EDDINGS 0026741	114.10
10/27/2014	EDDINGS 0026741	114.10
10/27/2014	EDDINGS 0026741	114.41
10/27/2014	EDDINGS 0026741	12.89
10/27/2014	EDDINGS 0026741	13.04
10/27/2014	EDDINGS 0026741	13.45
10/27/2014	EDDINGS 0026741	13.47

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## Report of P-Card Transactions

Account Date	Department Public Works	Amount
10/27/2014	EDDINGS 0026741	-134.57
10/27/2014	EDDINGS 0026741	137.42
10/27/2014	EDDINGS 0026741	15.43
10/27/2014	EDDINGS 0026741	152.65
10/27/2014	EDDINGS 0026741	19.03
10/27/2014	EDDINGS 0026741	206.53
10/27/2014	EDDINGS 0026741	25.60
10/27/2014	EDDINGS 0026741	252.97
10/27/2014	EDDINGS 0026741	26.14
10/27/2014	EDDINGS 0026741	26.27
10/27/2014	EDDINGS 0026741	27.14
10/27/2014	EDDINGS 0026741	32.54
10/27/2014	EDDINGS 0026741	37.94
10/27/2014	EDDINGS 0026741	45.13
10/27/2014	EDDINGS 0026741	5.21
10/27/2014	EDDINGS 0026741	56.60
10/27/2014	EDDINGS 0026741	56.75
10/27/2014	EDDINGS 0026741	7.31
10/27/2014	EDDINGS 0026741	79.44
10/27/2014	EDDINGS 0026741	85.40
10/27/2014	EDDINGS 0026741	9.15
10/27/2014	EDDINGS 0026741	9.37
10/27/2014	EDDINGS 0026741	9.98
10/27/2014	EDDINGS 0026741	-92.70
10/27/2014	EREPLACEMENTPARTS.COM	36.66
10/27/2014	FIRESTONE 011819	1,374.32
10/27/2014	FIRESTONE 011819	97.67
10/27/2014	FOSTER TIRE COMPANY	821.46
10/27/2014	HAMCITY COMMLINE	280.00
10/27/2014	LIPPERT COMPONENTS	501.79
10/27/2014	MUNICIPAL MAINTENANCE EQU	80.40
10/27/2014	PACIFIC MOTORSPORTS	101.64
10/27/2014	PACIFIC MOTORSPORTS	87.18
10/27/2014	ROSEMEAD OIL PRODUCTS	2,067.51
10/27/2014	ROSEMEAD OIL PRODUCTS	-433.71
10/27/2014	ROSEMEAD OIL PRODUCTS	434.80
10/27/2014	SIMS WELDING SUPPL	56.60
10/27/2014	SOUTH BAY FORD	341.50
10/27/2014	SOUTH BAY FORD	38.39
10/27/2014	VERMEER PACIFIC	36.48
10/27/2014	WEST MARINE #360	32.67
610-18-611-5211	Automotive Parts	8,075.69

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## Report of P-Card Transactions

Account Date	Department Public Works	Amount
610-18-611-5217	Departmental Supplies	
10/27/2014	COMPLETES PLUS CPL	80.66
10/27/2014	EDDINGS 0026741	41.25
10/27/2014	EDDINGS 0026741	61.00
10/27/2014	LINDSAY LUMBER CO. INC.	2,303.35
610-18-611-5217	Departmental Supplies	<u>2,486.26</u>
615-18-041-5101	Contract Services	
10/27/2014	B & M GLASS	389.00
10/27/2014	GOLDEN STATE LAUNDRY	220.95
615-18-041-5101	Contract Services	<u>609.95</u>
615-18-041-5206	Uniforms/Safety Equipment	
10/27/2014	MANHATTAN STITCHING CO	69.76
615-18-041-5206	Uniforms/Safety Equipment	<u>69.76</u>
615-18-041-5217	Departmental Supplies	
10/27/2014	ALL ABOUT DOORS AND WINDO	225.85
10/27/2014	BATTERIES PLUS 304	145.81
10/27/2014	COMLOCK SECURITY	349.92
10/27/2014	FRY'S ELECTRONICS #5	261.04
10/27/2014	FRY'S ELECTRONICS #5	37.02
10/27/2014	HOMEDEPOT.COM	106.82
10/27/2014	HOUSE OF STAINLESS STEEL	750.00
10/27/2014	IMPERIAL PRODUCTS	488.72
10/27/2014	INTERMOUNTAIN LOCK AND SE	1,446.62
10/27/2014	INTERMOUNTAIN LOCK AND SE	199.12
10/27/2014	INTERMOUNTAIN LOCK AND SE	238.14
10/27/2014	INTERMOUNTAIN LOCK AND SE	284.02
10/27/2014	INTERMOUNTAIN LOCK AND SE	479.60
10/27/2014	INTERMOUNTAIN LOCK AND SE	924.05
10/27/2014	LEARNED LUMBER	1,596.85
10/27/2014	LEARNED LUMBER	17.17
10/27/2014	LEARNED LUMBER	57.93
10/27/2014	LOWES #02268*	216.82
10/27/2014	LOWES #02268*	38.13
10/27/2014	NORIBACHI CORPORATI	2,481.93
10/27/2014	PEPBOYS STORE 814	251.77
10/27/2014	ROCKLER WOOD*	396.42
10/27/2014	ROCKLER WOOD*	423.51
10/27/2014	STEVES LOCK&SAFE	47.42

*To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 11b, dated 11/20/2014; Check number 516841.*

## Report of P-Card Transactions

Account Date	Department Public Works	Amount
10/27/2014	SUPREME PAINT (MANHATT	101.86
10/27/2014	SUPREME PAINT (MANHATT	158.70
10/27/2014	SUPREME PAINT (MANHATT	26.55
10/27/2014	SUPREME PAINT (MANHATT	297.24
10/27/2014	SUPREME PAINT (MANHATT	301.80
10/27/2014	SUPREME PAINT (MANHATT	69.32
10/27/2014	SUPREME PAINT (MANHATT	97.01
10/27/2014	THE HOME DEPOT 618	233.82
10/27/2014	THE HOME DEPOT 620	105.89
10/27/2014	THE HOME DEPOT 620	1,062.63
10/27/2014	THE HOME DEPOT 620	114.89
10/27/2014	THE HOME DEPOT 620	118.12
10/27/2014	THE HOME DEPOT 620	1,385.08
10/27/2014	THE HOME DEPOT 620	175.96
10/27/2014	THE HOME DEPOT 620	194.02
10/27/2014	THE HOME DEPOT 620	235.31
10/27/2014	THE HOME DEPOT 620	241.75
10/27/2014	THE HOME DEPOT 620	260.71
10/27/2014	THE HOME DEPOT 620	30.26
10/27/2014	THE HOME DEPOT 620	371.17
10/27/2014	THE HOME DEPOT 620	39.55
10/27/2014	THE HOME DEPOT 620	509.13
10/27/2014	THE HOME DEPOT 620	57.90
10/27/2014	THE HOME DEPOT 620	66.89
10/27/2014	THE HOME DEPOT 620	80.03
10/27/2014	THE HOME DEPOT 620	931.39
10/27/2014	THE HOME DEPOT 620	95.95
10/27/2014	THE HOME DEPOT 620	-97.02
10/27/2014	THE HOME DEPOT 620	97.97
10/27/2014	THE HOME DEPOT 6627	12.99
10/27/2014	TODD PIPE AND SUPPLY	78.60
10/27/2014	TODD PIPE AND SUPPLY	78.60
10/27/2014	TR TRADING COMPANY	368.42
10/27/2014	VATOR ACCESSORIES INC	182.21
10/27/2014	VONS STORE00016238	7.06
10/27/2014	VONS STORE00022756	6.48
10/27/2014	WW GRAINGER	176.09
10/27/2014	WW GRAINGER	352.18
10/27/2014	WW GRAINGER	54.94
10/27/2014	WW GRAINGER	90.06
615-18-041-5217	Departmental Supplies	20,236.19

*To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 11b, dated 11/20/2014; Check number 516841.*

**Report of P-Card Transactions**

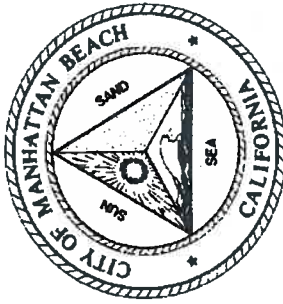
<b>Account Date</b>	<b>Department Public Works</b>	<b>Amount</b>
<b>18</b>	<b>Public Works</b>	<b><u>70,284.19</u></b>

*To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 11b, dated 11/20/2014; Check number 516841.*

## Report of P-Card Transactions

Account Date	Department	Amount
501-3995	Miscellaneous Revenues	
10/27/2014	FERGUSON ENT #1083	-724.34
501-3995	Miscellaneous Revenues	<u>-724.34</u>
3995		<u>-724.34</u>
	<b>Report Totals</b>	<u><u>148,193.32</u></u>

*To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 11b, dated 11/20/2014; Check number 516841.*



# City of Manhattan Beach

## Investment Portfolio October 2014

As Finance Director for the City of Manhattan Beach, I hereby certify that these investments are in compliance with the City's investment policy (unless otherwise noted). Sufficient liquidity has been maintained to meet budget expenditure requirements for the current six month period.



Bruce Moe, Director of Finance

**CITY OF MANHATTAN BEACH  
Portfolio Management  
Portfolio Summary**

**October 1, 2014 through October 31, 2014**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAIF	25,950,000.00	25,950,000.00	25,950,000.00	34.47	1	1	0.257	0.261
Certificates of Deposit - Bank	8,051,000.00	8,081,315.28	8,051,000.00	10.70	1,337	737	0.995	1.009
Medium Term Notes	12,000,000.00	12,157,535.00	12,168,999.66	16.17	1,276	653	1.195	1.212
Federal Agency Issues - Coupon	29,000,000.00	29,075,150.00	29,104,962.77	38.66	1,598	1,004	1.474	1.494
<b>Investments</b>	<b>75,001,000.00</b>	<b>75,264,000.28</b>	<b>75,274,962.43</b>	<b>100.00%</b>	<b>967</b>	<b>573</b>	<b>0.958</b>	<b>0.971</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	1,199,616.17	1,199,616.17	1,199,616.17		1	1	0.000	0.000
Accrued Interest at Purchase		21,989.24	21,989.24					
Subtotal		1,221,605.41	1,221,605.41					
<b>Total Cash and Investments</b>	<b>76,200,616.17</b>	<b>76,485,605.69</b>	<b>76,496,567.84</b>		<b>967</b>	<b>573</b>	<b>0.958</b>	<b>0.971</b>

**Total Earnings**      **October 31**      **Month Ending**  
 Current Year      79,852.63

BRUCE A. MOE, FINANCE DIRECTOR

Reporting period 10/01/2014-10/31/2014

Run Date: 12/02/2014 - 16:30

No fiscal year history available

Portfolio CITY  
 CP  
 PM (PRF PM1) 7.3.0  
 Report Ver. 7.3.5

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**October 31, 2014**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
LAIF											
SYSS000	3000	Local Agency Invest. Fund	07/01/2000	25,950,000.00	25,950,000.00	25,950,000.00	0.261		0.261	1	
		<b>Subtotal and Average</b>		<b>25,950,000.00</b>	<b>25,950,000.00</b>	<b>25,950,000.00</b>			<b>0.261</b>	<b>1</b>	
<b>Certificates of Deposit - Bank</b>											
20033ADU7	CD0033	Comenity Capital Bank	12/02/2013	245,000.00	245,477.75	245,000.00	0.750		0.750	579	06/02/2016
02005QZW6	CD0007	Ally Bank	03/21/2012	245,000.00	247,359.35	245,000.00	1.150		1.150	506	03/21/2016
068513BC3	CD0027	Barrington Bank (WFTC)	09/27/2013	245,000.00	245,443.45	245,000.00	0.650		0.650	331	09/28/2015
20451PEM4	CD0025	Compass Bank	09/25/2013	245,000.00	245,360.15	245,000.00	0.750		0.750	328	09/25/2015
062649YAO	CD0014	Bank of Holland	08/29/2012	245,000.00	243,096.35	245,000.00	1.050		1.050	1,032	08/29/2017
06414QSU4	CD0034	Bank of North Carolina	02/14/2014	245,000.00	245,178.85	245,000.00	0.800		0.800	836	02/14/2017
SYSCD0003	CD0003	Bank of Manhattan	10/28/2011	245,000.00	245,000.00	245,000.00	1.730		1.730	361	10/28/2015
101120CZ4	CD0024	Boston Private Bank & Trust	04/04/2013	245,000.00	243,679.45	245,000.00	0.950		0.950	1,250	04/04/2018
17453FBG6	CD0036	CITIZENS DEPOSIT BANK	02/20/2014	211,000.00	211,006.33	211,000.00	1.300		1.300	1,207	02/20/2018
2546703V2	CD0006	Discover Bank Greenwood Intere	02/15/2012	245,000.00	250,042.10	245,000.00	1.600		1.600	837	02/15/2017
31931TDC6	CD0031	First Bank North Carolina	11/27/2013	245,000.00	245,735.00	245,000.00	0.800		0.800	758	11/28/2016
29976DNN8	CD0013	Everbank Jacksonville FL	08/29/2012	245,000.00	247,165.80	245,000.00	0.900		0.900	667	08/29/2016
3364ORBW6	CD0030	First Sentry Bank	11/22/2013	245,000.00	245,605.15	245,000.00	0.750		0.750	752	11/22/2016
344030EQ0	CD0011	Flushing SVGS Bk NY	07/27/2012	245,000.00	248,746.05	245,000.00	1.100		1.100	999	07/27/2017
320844NW9	CD0038	FIRST MERT BANK	02/24/2014	245,000.00	245,080.85	245,000.00	1.300		1.300	1,213	02/26/2018
35137QAR5	CD0029	Fox Chase Bank	09/30/2013	245,000.00	245,509.60	245,000.00	0.600		0.600	333	09/30/2015
3616OXC39	CD0004	GENERAL ELECTRIC CAPITAL	12/29/2011	245,000.00	250,277.30	245,000.00	2.100		2.100	789	12/29/2016
37312BEC7	CD0021	Georgia Bank & Trust	03/28/2013	245,000.00	245,198.45	245,000.00	0.750		0.750	878	03/28/2017
38143AFP5	CD0005	Goldman Sachs	01/05/2012	245,000.00	250,306.70	245,000.00	2.050		2.050	796	01/05/2017
06251AYD6	CD0010	BANK HAPOALIM NY	07/24/2012	245,000.00	246,173.55	245,000.00	1.000		1.000	265	07/24/2015
49306SS00	CD0026	Key Bank NA	09/25/2013	245,000.00	245,404.25	245,000.00	0.550		0.550	328	09/25/2015
59012YW29	CD0015	Merrick Bank	08/29/2012	245,000.00	247,055.55	245,000.00	0.700		0.700	485	02/29/2016
57116AHE1	CD0032	Marlin Business Bank	11/27/2013	245,000.00	245,534.10	245,000.00	0.850		0.850	758	11/28/2016
747133BP0	CD0022	Pyramax Bank	03/28/2013	245,000.00	245,198.45	245,000.00	0.750		0.750	878	03/28/2017
786580Q52	CD0009	Safra National Bank	05/31/2012	245,000.00	245,992.25	245,000.00	0.800		0.800	212	06/01/2015
795450NT8	CD0012	SALLIE MAE BANK	08/08/2012	245,000.00	246,217.65	245,000.00	1.100		1.100	282	08/10/2015
856284J21	CD0018	State Bank of India	12/21/2012	245,000.00	246,457.75	245,000.00	1.200		1.200	1,146	12/21/2017
88413QA0H1	CD0037	THIRD FEDERAL SAVINGS & LOAN	02/21/2014	245,000.00	245,269.50	245,000.00	1.150		1.150	1,116	11/21/2017
22766AAD7	CD0035	CROSSFIRST BANK	02/19/2014	245,000.00	244,813.80	245,000.00	0.750		0.750	843	02/21/2017
90344LBS7	CD0020	USNY Bank	03/28/2013	245,000.00	242,322.15	245,000.00	0.750		0.750	909	04/28/2017
938828AA8	CD0023	Washington Federal	03/28/2013	245,000.00	243,735.80	245,000.00	1.000		1.000	1,243	03/28/2018
94768NJE5	CD0019	Webster Bank	12/26/2012	245,000.00	246,428.35	245,000.00	1.000		1.000	1,151	12/26/2017

Portfolio CITY  
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**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**October 31, 2014**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Certificates of Deposit - Bank</b>											
962721AM8	CD0028	Wheaton Bank & Trust (WTFC)	09/27/2013	245,000.00	245,443.45	245,000.00	0.650		0.650	331	09/28/2015
				<b>8,051,000.00</b>	<b>8,081,315.28</b>	<b>8,051,000.00</b>			<b>1.009</b>	<b>737</b>	
<b>Money Market Fund</b>											
SYSGMRA39907	GIMRA39907	Union Bank of California	10/09/2008	0.00	0.00	0.00	0.350		0.350	1	
				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>			<b>0.000</b>	<b>0</b>	
<b>Medium Term Notes</b>											
084670BD9	MTN0065	BERKSHIRE HATHWAY	07/20/2012	1,000,000.00	1,020,330.00	1,021,884.37	1.900	AAA	1.112	822	01/31/2017
20271RAA8	MTN0063	Commonwealth Bank Australia	06/13/2012	1,000,000.00	1,005,920.00	1,006,690.00	1.950		1.750	135	03/16/2015
22160KAD7	MTN0071	COSTCO COMPANIES	08/20/2013	1,000,000.00	1,002,330.00	1,002,270.00	0.650		0.550	401	12/07/2015
36962G5C4	MTN0066	Gen elec Cap Corp	10/24/2012	2,000,000.00	2,067,820.00	2,065,367.88	2.950		1.350	555	05/09/2016
88579YAD3	MTN0072	3M	11/21/2013	1,000,000.00	1,014,330.00	1,018,367.76	1.375		0.783	698	09/29/2016
63254AAC2	MTN0067	NATL AUSTRALIA BANK	10/24/2012	500,000.00	504,760.00	509,880.00	1.600		0.880	279	08/07/2015
68389XAN5	MTN0074	ORACLE CORP	02/18/2014	1,000,000.00	996,730.00	994,650.00	1.200		1.350	1,079	10/15/2017
717081DG5	MTN0073	Pfizer Inc	12/27/2013	1,000,000.00	997,250.00	990,150.00	1.500	AA	1.730	1,322	06/15/2018
89233P6S0	MTN0069	Toyota Motor Corp	12/21/2012	1,000,000.00	998,610.00	1,005,100.00	1.250		1.140	1,069	10/05/2017
90520EAC5	MTN0070	Union Bank	12/21/2012	1,000,000.00	1,030,500.00	1,033,592.48	3.000		1.244	583	06/06/2016
94974BFA3	MTN0064	WELLS FARGO & CO SRNT	07/20/2012	1,000,000.00	1,002,400.00	1,003,270.00	1.250		1.120	104	02/13/2015
94974BEZ9	MTN0068	WELLS FARGO & CO	10/24/2012	500,000.00	516,555.00	517,777.17	2.625		1.256	775	12/15/2016
				<b>12,000,000.00</b>	<b>12,157,535.00</b>	<b>12,168,999.66</b>			<b>1.212</b>	<b>653</b>	
<b>Federal Agency Issues - Coupon</b>											
31331SNP4	FAC0194	FED FARM CR BK	07/14/2010	2,000,000.00	2,029,360.00	2,032,847.95	4.550	AAA	2.177	123	03/04/2015
3133EDE99	FAC0219	FED FARM CR BK	02/13/2014	2,000,000.00	2,024,320.00	2,009,541.70	1.340	AA	1.213	1,154	12/29/2017
3133EDLR1	FAC0222	FED FARM CR BK	05/29/2014	2,000,000.00	1,978,240.00	2,010,750.11	1.650	AAA	1.542	1,656	05/15/2019
313373SZ6	FAC0202	Federal Home Loan Bank	08/29/2011	1,000,000.00	1,026,180.00	1,017,615.92	2.125	AAA	1.233	587	06/10/2016
313383LA7	FAC0215	Federal Home Loan Bank	06/27/2013	2,000,000.00	1,998,220.00	2,000,000.00	1.450	AA	1.450	1,334	06/27/2018
3130AOCU2	FAC0217	Federal Home Loan Bank	11/21/2013	1,000,000.00	1,004,270.00	1,000,000.00	1.550	AA	1.550	1,481	11/21/2018
313376BR5	FAC0218	Federal Home Loan Bank	12/27/2013	1,000,000.00	1,005,860.00	998,570.00	1.750	AAA	1.780	1,504	12/14/2018
3130A33J1	FAC0226	Federal Home Loan Bank	09/22/2014	3,000,000.00	3,007,110.00	3,001,740.00	1.200	AAA	1.180	1,053	09/19/2017
3134G37A2	FAC0213	Federal Home Loan Mortgage	04/02/2013	2,000,000.00	1,985,620.00	2,000,000.00	1.125	AAA	1.125	1,248	04/02/2018
3137EADK2	FAC0224	Federal Home Loan Mortgage	08/01/2014	2,000,000.00	1,957,860.00	1,949,500.00	1.250	AAA	1.780	1,734	08/01/2019
3134G5EK7	FAC0225	Federal Home Loan Mortgage	08/21/2014	2,000,000.00	2,000,920.00	2,000,000.00	1.200	AAA	1.200	1,024	08/21/2017
3128X3L76	FAC0191	Freddie Mac	06/04/2010	2,000,000.00	2,002,720.00	2,019,007.60	5.000	AAA	2.325	12	11/13/2014
31398AZV7	FAC0197	Fannie Mae	09/20/2010	2,000,000.00	2,002,380.00	2,009,297.87	2.625	AAA	1.482	19	11/20/2014
										<b>Portfolio CITY</b>	
										<b>CP</b>	
										<b>PM (PRF_PM2) 7.30</b>	

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**October 31, 2014**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date	
<b>Federal Agency Issues - Coupon</b>												
3135GOCM3	FAC0206	Fannie Mae	12/28/2011	2,000,000.00	2,027,180.00	2,006,420.00	1.250	AAA	1.180	697	09/28/2016	
3135G0ZA4	FAC0221	Fannie Mae	05/29/2014	1,000,000.00	1,013,010.00	1,018,967.69	1.875	AAA	1.478	1,571	02/19/2019	
880591EQ1	FAC0220	Tennessee Valley Authority	05/29/2014	2,000,000.00	2,011,900.00	2,030,703.93	1.750		1.395	1,444	10/15/2018	
<b>Subtotal and Average</b>				<b>29,000,000.00</b>	<b>29,075,150.00</b>	<b>29,104,962.77</b>			<b>1.494</b>	<b>1,004</b>		
<b>Total and Average</b>				<b>75,001,000.00</b>	<b>75,264,000.28</b>	<b>75,274,962.43</b>			<b>0.971</b>	<b>573</b>		

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**October 31, 2014**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
<b>Money Market Fund</b>										
SYS39903-39902	39901	UNION BANK	06/01/2003	1,199,616.17	1,199,616.17	1,199,616.17			0.000	1
<b>Subtotal and Average</b>					21,989.24	21,989.24				1
Accrued Interest at Purchase					1,221,605.41	1,221,605.41				
Subtotal					76,485,605.69	76,496,567.84			0.971	573
<b>Total Cash and Investments</b>					<b>76,200,616.17</b>	<b>76,496,567.84</b>			<b>0.971</b>	<b>573</b>

**City of Manhattan Beach  
Investment Portfolio Summary  
As of October 31, 2014**

<b>PORTFOLIO PROFILE</b>	<b>Oct 31, 2014</b>	<b>Sep 30, 2014</b>	<b>Aug 31, 2014</b>	<b>Jul 31, 2014</b>	<b>Jun 30, 2014</b>
Total Book Value (Excluding Trust Funds)	\$75,274,962	\$76,564,962	\$79,463,222	\$80,263,722	\$82,566,110
Increase/(Decrease) from Prior Period	(1,290,000)	(2,898,260)	(800,500)	(2,302,387)	(4,072,198)
Percentage Change	(1.7%)	(3.6%)	(1.0%)	(2.8%)	(4.70%)
Average Yield to Maturity (365 Days)	0.972%	0.974%	0.917%	0.843%	0.836%
Increase/(Decrease) from Prior Period	(0.002%)	0.056%	0.074%	0.007%	0.026%

**PORTFOLIO ALLOCATIONS**

<b>By Security</b>	<b>Value (Par)</b>	<b>Percent</b>	<b>Par YTM</b>	<b>Time Horizon</b>	<b>Percent</b>
LAIF*	\$25,950,000	34.6%	0.261%	Next 12 months	49%
Certificates of Deposit	8,051,000	10.7%	1.009%	Months 13-24	12%
Medium Term Notes	12,000,000	16.0%	1.212%	Months 25-36	16%
Federal Agencies	29,000,000	38.7%	1.494%	Months 37-48	14%
<b>Total</b>	<b>\$75,001,000</b>	<b>100.0%</b>	<b>0.970%</b>	<b>Months 49-60</b>	<b>9%</b>
				<b>Total</b>	<b>100.0%</b>

\*LAIF YTM as of October 31, 2014

**RECENT ACTIVITY**

<b>Security</b>	<b>Date of Activity</b>	<b>Maturity Date</b>	<b>Purchase (Par)</b>	<b>Maturing/Call</b>	<b>YTM</b>
FHLB - 0.875% Coupon	7/28/2014	1/17/2017	\$2,000,000		0.875%
FHLMC - 1.25% Coupon	8/1/2014	8/1/2019	2,000,000		1.788%
FHLMC - 1.2% Coupon	8/21/2014	8/21/2017	2,000,000		1.200%
FHLB - 1.2% Coupon	9/22/2014	9/19/2017	3,000,000		1.180%
<b>Total Purchases</b>			<b>\$9,000,000</b>		<b>1.252%</b>
Matured: FHLMC - 3% Coupon	7/28/2014	7/28/2014		\$2,000,000	1.576%
Matured: CD - 0.75% Coupon	10/24/2014	10/24/2014		245,000	0.750%
Matured: CD - 0.7% Coupon	10/27/2014	10/27/2014		245,000	0.700%
Called: FHLB - 0.875% Coupon	10/29/2014	1/17/2017		2,000,000	0.875%
<b>Total Maturing/Calls</b>				<b>\$4,490,000</b>	<b>1.171%</b>

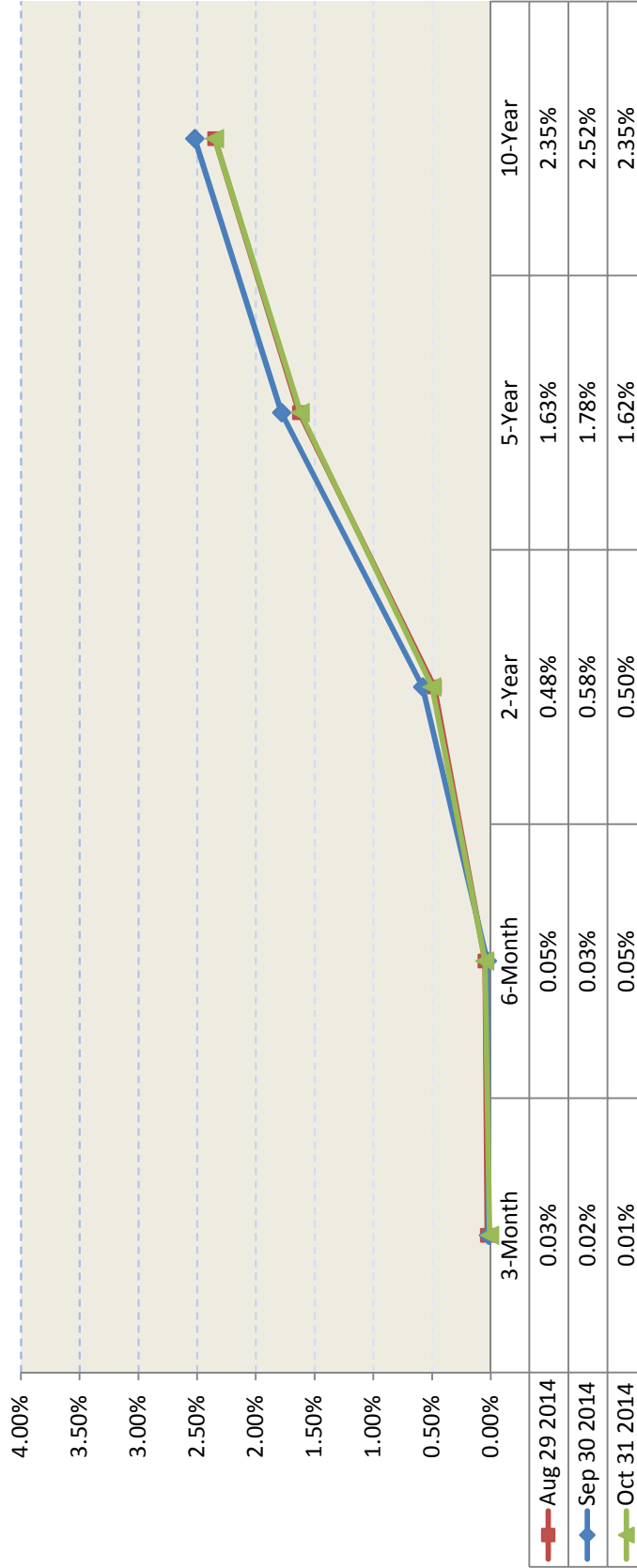
**City of Manhattan Beach  
Investment Portfolio Summary  
As of October 31, 2014**

PORTFOLIO FUNDS HELD IN TRUST	Value
Police/Fire Refund Delivery Cost	\$1
Marine Avenue	37,096
Metlox & Water/Wastewater Refunding	4
UUAD Assessment Funds	1,359,648
<b>Total Funds Held in Trust</b>	<b>\$1,396,748</b>

*As of October 31, 2014*

**US Treasuries Yield Curve**

[www.treas.gov](http://www.treas.gov)



**CITY OF MANHATTAN BEACH**  
**Portfolio Maturity Structure**  
November 2014 through October 2019

**HELD TO MATURITY**  
**Rolling 60 Months**

Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt
Nov 14	11/13/14	2.3%	FHLMC	nc	\$2.0M	Nov 15						Nov 17	11/21/17	1.15%	CD	nc	\$0.2M
	11/20/14	1.5%	FNMA	nc	\$2.0M								11/28/16	0.80%	CD	nc	\$0.2M
													11/28/16	0.85%	CD	nc	\$0.2M
Dec 14						Dec 15	12/7/15	0.55%	MTN	MW:5	\$1.0M	Dec 16	12/15/16	1.26%	MTN	nc	\$0.5M
													12/29/16	2.10%	CD	nc	\$0.2M
Jan 15						Jan 16						Jan 17	1/5/17	2.05%	CD	nc	\$0.2M
													1/31/17	1.11%	MTN	nc	\$1.0M
Feb 15	2/13/15	1.1%	MTN	nc	\$1.0M	Feb 16	2/29/16	0.70%	CD	nc	\$0.2M	Feb 17	2/14/17	0.80%	CD	nc	\$0.2M
													2/15/17	1.60%	CD	nc	\$0.2M
Mar 15	3/4/15	2.2%	FFCB	nc	\$2.0M	Mar 16	3/21/16	1.15%	CD	nc	\$0.2M	Mar 17	3/28/17	0.75%	CD	nc	\$0.2M
	3/16/15	1.8%	MTN	nc	\$1.0M								3/28/17	0.75%	CD	nc	\$0.2M
Apr 15						Apr 16						Apr 17	4/28/17	0.75%	CD	nc	\$0.2M
													4/4/18	0.95%	CD	nc	\$0.2M
May 15						May 16	5/9/16	1.35%	MTN	nc	\$2.0M	May 17					
													6/6/16	1.24%	MTN	nc	\$1.0M
Jun 15	6/7/15	0.8%	CD	nc	\$0.2M	Jun 16	6/6/16	0.75%	CD	nc	\$0.2M	Jun 17					
							6/10/16	1.23%	FHLB	nc	\$1.0M		6/15/18	1.73%	MTN	MW:10	\$1.0M
Jul 15	7/24/15	1.0%	CD	nc	\$0.2M	Jul 16						Jul 17	7/27/17	1.10%	CD	nc	\$0.2M
Aug 15	8/7/15	0.9%	MTN	nc	\$0.5M	Aug 16	8/29/16	0.90%	CD	nc	\$0.2M	Aug 17	8/29/17	1.05%	CD	2/28/13	\$0.2M
	8/10/15	1.1%	CD	nc	\$0.2M								8/21/17	1.20%	FHLMC	11/21/14	\$2.0M
Sep 15	9/25/15	0.8%	CD	nc	\$0.2M	Sep 16	9/28/16	1.18%	FNMA	nc	\$2.0M	Sep 17	9/19/17	1.18%	FHLB	nc	\$3.0M
	9/25/15	0.6%	CD	nc	\$0.2M		9/29/16	0.78%	MTN	nc	\$1.0M						
	9/28/15	0.7%	CD	nc	\$0.2M												
	9/28/15	0.7%	CD	nc	\$0.2M												
	9/30/15	0.6%	CD	nc	\$0.2M												
Oct 15	10/28/15	1.7%	CD	nc	\$0.2M	Oct 16						Oct 17	10/5/17	1.14%	MTN	12/21/12	\$1.0M
													10/15/17	1.35%	MTN	MW:10	\$1.0M
					<b>\$10.71m</b>						<b>\$8.98m</b>						<b>\$11.69m</b>
					<b>22%</b>						<b>18%</b>						<b>24%</b>
					<b>49%</b>						<b>12%</b>						<b>16%</b>
					<b>\$75.0M</b>						<b>\$70.0m</b>						<b>\$7.00m</b>
					<b>100%</b>						<b>22%</b>						<b>14%</b>
					<b>9%</b>						<b>14%</b>						<b>9%</b>

Total Securities	65%	\$49.1M
LAIF	35%	\$26.0M
<b>Total Investments</b>	<b>100%</b>	<b>\$75.0M</b>

Shaded rows indicate months with significant cash inflows.

City of Manhattan Beach  
Investment Policy Compliance Chart

As of October 31, 2014

Instrument	% of Total	Dollar Compliance Limit	Compliance?	Percentage Compliance Limit	Compliance?	Term Compliance Limit	Compliance?
<b>Local Agency Investment Fund (LAIF)</b>	<b>34.6%</b>	<b>\$25,950,000</b>					
<b>Certificates of Deposit</b>							
Discover Bank (5649)	0.3%	\$245,000	Yes	5.0%	Yes	5 Years	Yes
First Merit Bank (13675)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
First Bank NC (15019)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Flushing SB NY (16049)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Citizens Deposit Bk (16852)	0.3%	211,000	Yes	5.0%	Yes	5 Years	Yes
Key Bank NA (17534)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Webster Bank (18221)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Compass Bank (19048)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Bank of Manhattan (23191)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Boston Private Bank & Trust (24811)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Safra National Bank (26876)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Georgia Bank & Trust (27574)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Fox Chase Bank (28888)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Pyramax Bank (29120)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Third Fed Svcs Bk (30012)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Washington Federal (30570)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Goldman Sachs Bk (33124)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Bank of NC (33527)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Slate Bank of India NY (33682)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Bank Hapoalim NY (33686)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
GE Cap Financial Inc (GE Capital Bank - 33778)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Wheaton Bk & Trust (33803)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
First Sentry Bank (34241)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Barrington Bank & Trust (34395)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Merrick Bank (34519)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
EverBank (34775)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Bank of Holland (34862)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Comenity Capital (57570)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Ally Bank (57803)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Sallie Mae Bank (58177)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Marlin Business Bank (58267)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
USNY Bank (58541)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Crossfirst Bank (58648)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Certificates of Deposit (33)</b>	<b>10.7%</b>	<b>\$4,051,000</b>		<b>20.0%</b>	<b>Yes</b>		
<b>Medium Term (Corporate) Notes</b>							
Berkshire Hathaway	1.3%	\$1,000,000	Yes	5.0%	Yes	5 Years	Yes
Commwealth Bank Australia	1.3%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Costco Companies	1.3%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
GE Cap Corp	2.7%	2,000,000	Yes	5.0%	Yes	5 Years	Yes
National Australia Bank	0.7%	500,000	Yes	5.0%	Yes	5 Years	Yes
Oracle	1.3%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Pfizer Inc	1.3%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Toyota Motor Credit	1.3%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Union Bank	1.3%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Wells Fargo & Co	2.0%	1,500,000	Yes	5.0%	Yes	5 Years	Yes
3M	1.3%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Medium Term Notes (11)</b>	<b>16.0%</b>	<b>\$12,000,000</b>		<b>20.0%</b>	<b>Yes</b>		
<b>Federal Agencies</b>							
Federal Home Loan Bank (FHLB)	10.7%	\$8,000,000	Yes	33.3%	Yes	5 Years	Yes
Federal Farm Credit (FFCB)	8.0%	6,000,000	Yes	33.3%	Yes	5 Years	Yes
Fannie Mae (FNMA)	6.7%	5,000,000	Yes	33.3%	Yes	5 Years	Yes
Freddie Mac (FHLMC)	10.7%	8,000,000	Yes	33.3%	Yes	5 Years	Yes
Tenn Valley Authority (TVA)	2.7%	2,000,000	Yes	33.3%	Yes	5 Years	Yes
<b>Total Federal Agencies (5)</b>	<b>38.7%</b>	<b>\$29,000,000</b>		<b>60.0%</b>	<b>Yes</b>		
<b>Total Portfolio</b>	<b>100.0%</b>	<b>\$75,001,000</b>					

**CITY OF MANHATTAN BEACH**  
**October 31, 2014**

<b><u>Investments</u></b>	<b>Book Value</b>
LAIF	\$25,950,000.00
Medium Term Notes	12,168,999.66
Federal Agency Issues-Coupon	29,104,962.77
Certificates of Deposit	8,051,000.00
<b>Subtotal Investments</b>	<b><u>\$75,274,962.43</u></b>
<b><u>Demand Deposit/Petty Cash</u></b>	
Cash in Bank	\$1,199,616.17
Petty Cash	2,482.50
<b>Subtotal Demand Deposit</b>	<b><u>\$1,202,098.67</u></b>
<b><u>Subtotal City Cash &amp; Investments</u></b>	<b><u>\$76,477,061.10</u></b>
<b><u>Bond Funds Held in Trust</u></b>	
Police Fire Refund Delivery Cost	0.57
Marine	37,095.59
Metlox & Water/Wastewater Refunding	3.72
Utility Assessment Dist	1,359,647.65
<b>Subtotal Bonds Held in Trust</b>	<b><u>\$1,396,747.53</u></b>
<b>Treasurer's Balance</b>	<b><u><u>\$77,873,808.63</u></u></b>





**BILL LOCKYER  
TREASURER  
STATE OF CALIFORNIA**



**2014 LAIF Conference Registration**

**PMIA Performance Report**

**LAIF Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
10/29/14	0.26	0.26	226
10/30/14	0.26	0.26	221
10/31/14	0.26	0.26	213
11/01/14	0.26	0.26	213
11/02/14	0.26	0.26	213
11/03/14	0.26	0.26	216
11/04/14	0.26	0.26	214
11/05/14	0.26	0.26	215
11/06/14	0.26	0.26	213
11/07/14	0.26	0.26	221
11/08/14	0.26	0.26	221
11/09/14	0.26	0.26	221
11/10/14	0.26	0.26	222
11/11/14	0.26	0.26	222

**Quarter Ending 09/30/14**

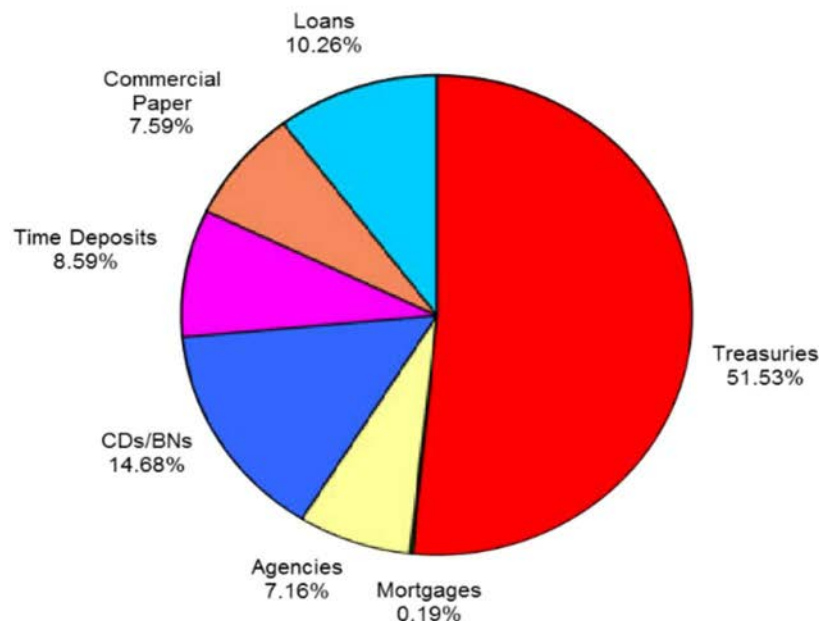
Apportionment Rate: 0.24%  
 Earnings Ratio: .00000662348923179  
 Fair Value Factor: 1.000181284  
     Daily: 0.25%  
 Quarter To Date: 0.25%  
 Average Life: 232

**PMIA Average Monthly Effective Yields**

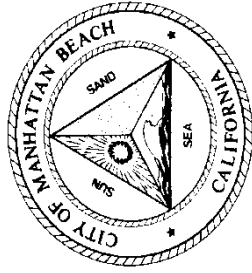
**OCT 2014 0.261%**  
 SEP 2014 0.246%  
 AUG 2014 0.260%

\*Daily yield does not reflect capital gains or losses

Pooled Money Investment Account  
Portfolio Composition  
\$57.5 Billion  
10/31/14



# City of Manhattan Beach



Financial Reports

October 2014

Fiscal Year 2014-2015

**City of Manhattan Beach  
Fiscal Year 2014-2015  
Period 4 - October  
General Fund Expenditures By Department**

Data Date: 12/2/2014  
Percent Year: 33.3%

	Annual Budget	Current Month	YTD Expend.	YTD Encumb.	Available Budget	Percent Utilized*
11 Management Services	2,677,892	270,813	799,494	11,394	1,867,004	30.28
12 Finance	3,774,231	379,769	1,164,613	87,100	2,522,519	33.16
13 Human Resources	1,251,945	84,925	300,724	68,785	882,436	29.51
14 Parks and Recreation	7,664,943	731,108	2,723,933	33,340	4,907,670	35.97
15 Police	23,210,318	2,432,462	8,166,870	4,467	15,038,981	35.21
16 Fire	11,461,981	1,218,003	4,163,139	75,970	7,222,872	36.98
17 Community Development	4,404,001	426,677	1,366,620	244,131	2,793,250	36.57
18 Public Works	6,915,722	725,874	2,161,218	79,553	4,674,952	32.40
100 General Fund	61,361,033	6,269,631	20,846,612	604,739	39,909,683	34.96

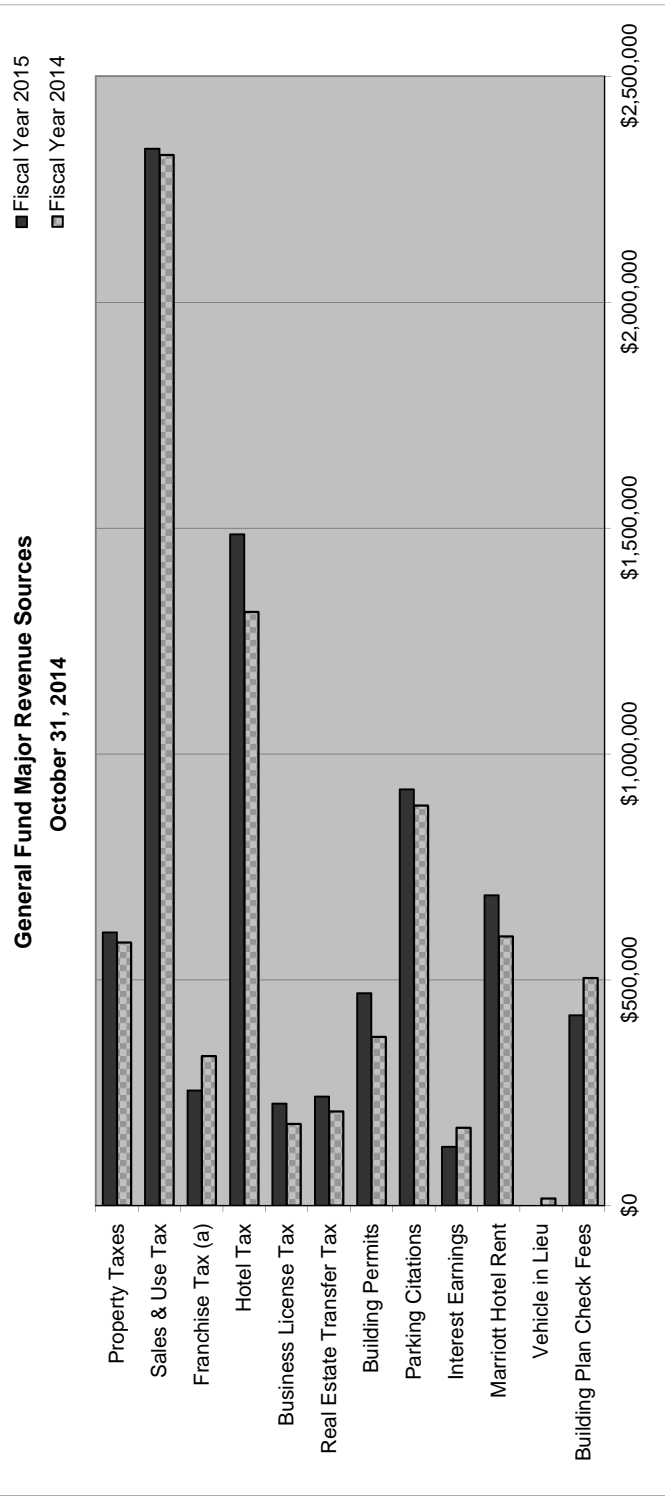
\*Percent Utilized includes YTD encumbrances.

**City of Manhattan Beach**  
**Fiscal Year 2014 Statement of Revenues & Expenditures**  
**October 31, 2014** % of Year  
33.3%

		Current Year Activity					
<u>Fund Title</u>	<u>Fund No.</u>	<u>Budgeted Revenue</u>	<u>YTD Revenues</u>	<u>Realized</u>	<u>Budgeted Expenditures</u>	<u>YTD Expenditures</u>	<u>% Expended</u>
General Fund	100	\$59,846,949	\$12,436,260	20.8%	\$61,361,033	\$20,846,612	34.0%
Street Lighting & Landscaping Fund	201	399,620	-	0.0%	652,909	158,584	24.3%
Gas Tax Fund	205	983,447	364,814	37.1%	1,765,000	939,576	53.2%
Asset Forfeiture	210	7,300	32,487	445.0%	226,345	72,608	32.1%
Police Safety Grants	211	101,200	14,236	14.1%	209,274	72,440	34.6%
Federal & State Grants	220	-	-	n/a	-	-	n/a
Prop A Fund	230	637,699	218,215	34.2%	805,070	243,950	30.3%
Prop C Fund	231	5,284,829	172,676	3.3%	5,895,200	-	0.0%
AB 2766 Fund	232	51,712	11,733	22.7%	155,068	3,056	2.0%
Measure R	233	416,577	125,122	30.0%	335,000	-	0.0%
Capital Improvements Fund	401	2,013,901	659,777	32.8%	2,925,055	46,815	1.6%
Underground Assessment District Construction	403	1,200	355	29.6%	-	-	n/a
Water Fund	501	16,546,891	6,247,533	37.8%	13,551,644	3,062,985	22.6%
Storm Drain Fund	502	353,033	1,474	0.4%	1,255,558	130,766	10.4%
Wastewater Fund	503	3,743,047	1,328,264	35.5%	2,044,748	493,657	24.1%
Refuse Fund	510	3,968,705	1,350,445	34.0%	4,184,371	1,033,010	24.7%
Parking Fund	520	2,385,078	897,969	37.6%	2,538,942	513,857	20.2%
County Parking Lots Fund	521	775,510	331,651	42.8%	644,806	70,586	10.9%
State Pier & Parking Lot Fund	522	581,729	230,673	39.7%	1,533,889	150,667	9.8%
Insurance Reserve Fund	601	4,661,672	1,605,937	34.4%	4,702,745	3,437,179	73.1%
Information Systems Reserve Fund	605	2,272,016	757,340	33.3%	2,861,335	538,138	18.8%
Fleet Management Fund	610	2,223,625	843,253	37.9%	2,646,638	650,578	24.6%
Building Maintenance & Operation Fund	615	1,699,779	661,292	38.9%	1,698,391	657,965	38.7%
Special Assessment Debt Service	710	965,000	6,414	0.7%	953,389	757,619	79.5%
City Pension Fund	801	180,900	2,358	1.3%	233,220	74,326	31.9%
		<b>\$110,101,419</b>	<b>\$28,300,279</b>	<b>25.7%</b>	<b>\$113,179,630</b>	<b>\$33,954,972</b>	<b>30.0%</b>

Major Revenue Accounts	Fund No.	Year-To-Date Actuals					FY 2015		
		2010	2011	2012	2013	2014	2015	Adj Budget	Realized
Property Taxes	100	574,647	547,641	534,119	559,639	581,963	605,342	17,771,000	3.41%
Sales & Use Tax	100	1,710,142	1,923,539	2,071,857	2,325,582	2,324,830	2,339,571	9,154,850	25.56%
Franchise Tax (a)	100	345,622	348,218	299,093	317,168	330,728	255,150	1,392,303	18.33%
Hotel Tax	100	984,061	1,036,073	1,032,269	1,151,390	1,313,817	1,486,008	3,414,403	43.52%
Business License Tax	100	173,334	157,470	191,549	167,798	180,230	226,094	3,050,000	7.41%
Real Estate Transfer Tax	100	147,356	122,444	197,897	206,482	208,095	241,777	621,275	38.92%
Building Permits	100	219,859	253,225	273,486	294,788	373,494	470,334	924,000	50.90%
Parking Citations	100	893,768	904,693	1,070,382	842,001	885,338	921,427	2,440,000	37.76%
Interest Earnings	100	174,414	208,505	206,283	222,198	172,082	130,749	548,092	23.86%
Marriott Hotel Rent	100	407,932	441,507	276,355	317,937	595,317	687,147	1,256,709	54.68%
Vehicle in Lieu	100	52,724	55,118	95,915	18,887	15,631	-	-	-
Building Plan Check Fees	100	193,325	242,753	333,899	336,015	503,710	421,817	1,040,000	40.56%
<b>Total Major Revenue Accounts</b>		<b>5,877,184</b>	<b>6,241,187</b>	<b>6,583,104</b>	<b>6,759,884</b>	<b>7,485,236</b>	<b>7,785,416</b>	<b>41,612,632</b>	<b>18.71%</b>
Over/(Under) Prior Year		364,003	341,918	176,780	725,352	300,180			
Percent Change From Prior Year		6.19%	5.48%	2.69%	10.73%	4.01%			
Other Revenues		3,983,220	4,233,507	4,562,228	4,111,690	4,478,114	4,650,844	18,284,317	25.44%
<b>Total General Fund Revenues</b>		<b>9,860,404</b>	<b>10,474,693</b>	<b>11,145,332</b>	<b>10,871,574</b>	<b>11,963,350</b>	<b>12,436,260</b>	<b>59,896,949</b>	<b>20.76%</b>

October 31, 2014



(e) The structure of payments for the some of the franchise fees has changed resulting in lower initial revenues at the beginning of the fiscal year as compared to prior years. This revenue will self adjust throughout the year to better align with prior full-year numbers.



**Agenda Date:** 12/16/2014

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**TO:**

Honorable Mayor Powell and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk

**SUBJECT:**

Commission Minutes:

This item contains action minutes of City Council subcommittees and other City commissions and committees which are presented to be Received and Filed by the City Council. Staff recommends that the City Council, by motion, take action to Receive and File the minutes of the:

a) Finance Subcommittee Meeting of December 1, 2014

**RECEIVE AND FILE**

---

**RECOMMENDATION:**

Staff recommends that the City Council, by motion, take action to receive and file the action minutes of the City Council subcommittees, City commissions, and other committees.

**Attachments:**

1. Finance Subcommittee Meeting Minutes of December 1, 2014





## **Finance Subcommittee Meeting Draft Action Minutes**

Meeting Date: December 1, 2014

Recording Secretary: Helga Foushanes

In Attendance: Tim Lilligren, Treasurer  
Wayne Powell, Mayor  
Mark Danaj, City Manager  
Bruce Moe, Finance Director  
Steve Charelian, Revenue Services Manager  
Libby Bretthauer, Financial Analyst

Called to Order: 8:05 A.M. by Tim Lilligren, City Treasurer

### **Agenda Item #1 – Approval of Minutes from June 24, 2014 Finance Subcommittee Meeting**

The Finance Subcommittee unanimously approved the minutes of the June 24, 2014 meeting.

### **Agenda Item #2 –2015/2016 Business License Tax Adjustment**

The Finance Subcommittee received and filed the report.

### **Agenda Item #3 - Fiscal Year 2014-2015 Monthly Schedule of Transient Occupancy Tax and Lease Payments and Miscellaneous Accounts Receivables**

The Finance Subcommittee received and filed the report.

### **Agenda Item #4 – Consideration of Bad Debt Write-Off's to Collections from July 1, 2014 through September 30, 2014**

The Finance Subcommittee received and filed the report.

### **Agenda Item #5 – Investment Portfolio for October 2014**

The Finance Subcommittee received and filed the report.

### **Agenda Item #6 – Public Comments**

None

### **Agenda Item #7 – Adjournment**

The meeting adjourned at 8:16 A.M.